



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)

10:00 AM

Monday, October 20, 2025

Hybrid Meeting

SPECIAL 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/join>, and entering the webinar ID number below.



Sign language and interpreter services can be arranged given sufficient notice (206-848-0355).
TTY Number - TTY 711.
Council Chambers is equipped with a hearing loop, which provides a wireless signal that is picked up by a hearing aid when it is set to 'T' (Telecoil) setting.



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

If you do not have access to the ZOOM application, you can connect to the meeting by calling 1 253 215 8782 and using the Webinar ID. Connecting in this manner, however, may impact your ability to be unmuted to speak.

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. 5

October 6, 2025 meeting minutes

4. **Public Comment**



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Discussion and Possible Action

5. [Proposed Ordinance No. 2025-0332](#) p. 9

AN ORDINANCE approving and adopting the Coalition Labor Agreement negotiated by and between King County and the King County Coalition of Unions representing employees in the departments of adult and juvenile detention, community and human services, elections, executive services, judicial administration, information technology, natural resources and parks, local services, public defense, and public health, the sheriff's office, the Metro transit department, the assessor, the council, district court, superior court, and the prosecuting attorney's office; and establishing the effective date of the agreements.

Sponsors: Zahilay

Jeff Muhm, Chief Policy Officer, King County Council

6. [Proposed Ordinance No. 2025-0333](#) p. 9

AN ORDINANCE relating to standardizing benefits that were bargained in the Coalition Labor Agreement; amending Ordinance 12014, Section 19, as amended, and K.C.C. 3.12.190 and Ordinance 12014, Section 20, as amended, and K.C.C. 3.12.215, and adding a new section to K.C.C. chapter 3.15.

Sponsors: Zahilay

Jeff Muhm, Chief Policy Officer, King County County Council

7. [Proposed Ordinance No. 2025-0290](#) p. 142

AN ORDINANCE relating to the management and operation of Harborview Medical Center; authorizing the executive and the president of the Harborview Medical Center board of trustees to execute an amendment to the Hospital Services Agreement with the Regents of the University of Washington.

Sponsors: Balducci

Sam Porter, Council staff



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8. [Proposed Motion No. 2025-0327](#) p. 240

A MOTION requesting the wastewater treatment division implement a sewer rate and capital work plan to continue to improve engagement, transparency, and accountability.

Sponsors: Balducci

Jenny Giambattista, Council staff

9. [Proposed Ordinance No. 2025-0329](#) p. 255

AN ORDINANCE relating to the development of a regional motor sports facility demonstration project; amending Ordinance 17287, Section 9, and K.C.C. 21A.06.973C, and Ordinance 17287, Section 3, as amended, and K.C.C. 21A.55.105, and repealing Ordinance 17287, Section 5, and Ordinance 17287, Section 6.

Sponsors: von Reichbauer

Erin Auzins, Council staff

Other Business

Adjournment



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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

Monday, October 6, 2025

Hybrid Meeting

REVISED AGENDA - DRAFT MINUTES

1. **Call to Order**

Chair Balducci called the meeting to order at 9:37 AM.

2. **Roll Call**

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

3. **Approval of Minutes**

*Councilmember Perry moved approval of the September 23, 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. 2025-0262](#)**

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

A motion was made by Councilmember Barón 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-B0148](#)

Transit Safety Report

Mary Bourguignon, Council staff, briefed the committee and answered questions from the members. Sacha Taylor, Transit Safety Task Force Facilitator, Ashley Street, Transit Safety Task Force Facilitator, Michelle Allison, General Manager, Metro Transit Department, and Greg Woodfill, President, Amalgamated Transit Union (ATU) Local 587, briefed the committee via PowerPoint presentation and answered questions from the members.

This matter was presented.

Discussion and Possible Action

7. [Proposed Ordinance No. 2025-0141](#)

AN ORDINANCE authorizing the executive to execute fiber optic installation and maintenance agreements.

Brandi Paribello, Council staff, and Stephen Heard, Interim Chief Information Officer and Director, King County Information Technology, briefed the committee and answered questions from the members.

Councilmember Barón moved approval of Striking Amendment S1 and Title Amendment T1. There being no objections, the amendments were adopted.

A motion was made by Councilmember Barón 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

8. [Proposed Ordinance No. 2025-0214](#)

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.

Jenny Giambattista, Council staff, Carrie Lee, GHG Reduction Manager, Executive Climate Office, and Autumn Salamack, Sustainability & Climate Manager, Metro Transit Department, briefed the committee and answered questions from the members.

Councilmember Quinn moved approval of Amendment 1. There being no objections, Amendment 1 was 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

9. [Proposed Motion No. 2025-0272](#)

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

Olivia Brey, Council staff, Sunaree Marshall, Division Director, Housing and Community Development Division, DCHS, and Lindsay Masters, Executive Director, ARCH, briefed the committee and 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 Motion No. 2025-0273](#)

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

Olivia Brey, Council staff, Sunaree Marshall, Division Director, Housing and Community Development Division, DCHS, and Claire Goodwin, Executive Director, SKHHP, briefed the committee and 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

11. [Proposed Ordinance No. 2025-0284](#)

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.

Sam Porter, Council staff, briefed the committee.

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

Yes: 8 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Perry, Quinn and von Reichbauer

Excused: 1 - Zahilay

12. [Briefing No. 2025-B0151](#)

Federal Government Update Impacts on Operations and Funding

Dwight Dively, Director, Office of Performance, Strategy, and Budget, briefed the committee and answered questions from the members.

This matter was presented.

Other Business

There was no other business to come before the committee.

Adjournment

The meeting was adjourned at 11:48 AM.

Approved this _____ day of _____

Clerk's Signature



King County

Metropolitan King County Council Committee of the Whole

STAFF REPORT

Agenda Item:	5 & 6	Name:	Jeff Muhm
Proposed No.:	2025-0332 2025-0333	Date:	October 20, 2025

SUBJECT

Proposed Ordinance 2025-0332 would approve and adopt the 2026-2028 Coalition Labor Agreement between King County and the King County Coalition of Unions.

Proposed Ordinance 2025-0333 would update the King County Code to align with the changes proposed in the Coalition Labor Agreement and to extend the new benefits offered in the Coalition Labor Agreement to non-represented King County employees.

SUMMARY

Coalition Labor Agreement. Proposed Ordinance 2025-0332 would approve the Coalition Labor Agreement (CLA) between King County and the King County Coalition of Unions ("the Coalition") covering the period of January 1, 2026, through December 31, 2028.

This proposed CLA is the successor agreement to the 2021-2025 CLA and would apply to nearly 7,200 employees in 18 labor unions¹ and 52 bargaining units. Included with

¹ Unions include: Animal Control Officers Guild; International Brotherhood of Electrical Workers Local 77; International Brotherhood of Teamsters Local 117; International Union of Operating Engineers Local 302; Joint Crafts Council (Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers Lodge No. 104; Machinists & Aerospace Workers Local 289; Electrical Workers Local 46; Operating Engineers Local 286; Painters and Allied Trades District Council 5; Laborers of North America Local 242; Pacific NW Regional Council of Carpenters; and Plumbers & Pipefitters Local 32); King County Juvenile Detention Guild; King County Maritime Coalition (International Organization of Masters, Mates, and Pilots; Inlandboatmen's Union of the Pacific; and, Marine Engineers' Beneficial Association); King County Prosecuting Attorneys Association; King County Regional AFIS Guild; King County Security Guild; Office & Professional Employees International Union Local 8; Professional & Technical Employees Local 17; Public Safety Employees Union; Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763; Service Employees International Union Local 925; Teamsters Local 174; Technical Employees' Association; Washington State Council of County and City Employees Council 2 Local 21 AD; and Washington State Council of County and City Employees Council 2 Local 21DC.

the CLA are five memoranda of agreement and an appendix for each bargaining unit detailing their unique collective bargaining agreement (CBA) terms.²

Like the previous agreement, this proposed CLA governs working conditions through 41 superseding articles and five non-superseding articles. Superseding Article 29 of the CLA provides wage increases (GWI) in each year of the agreement as well as a one-time ratification bonus of \$1,500 per eligible employee in bargaining units that ratified the CLA on or before September 5, 2025.

The key changes included in the proposed CLA and appendices compared to the 2021-2025 CLA include:

- Accelerated Vacation Leave accrual rates for new hires (0-59 months)
- Bilingual pay premium for eligible employees
- Salary range increases for several administrative staff classifications across agencies (found throughout the appendices to the CLA).

Additional changes are found in Appendices A, B, and C to the staff report.

According to the fiscal note, the total fiscal impact of the CLA, including the appendices, is approximately \$82.4 million over the three-year term of the agreement. Of that total, \$25.6 million (31.1%) would be payable from the General Fund.

Updates to King County Code (K.C.C.) Proposed ordinance 2025-0333 would make updates K.C.C. to align code provisions with new benefits proposed in the CLA including:

- Accelerated Vacation Accrual rates for all comprehensive leave eligible employees (identical to the changes found in the proposed CLA)
- Increasing organ donor leave from five days to ten days for all comprehensive leave eligible employees (identical to the changes found in the proposed CLA)
- Bilingual pay premium for non-represented employees (identical to the provisions found in the proposed CLA)

BACKGROUND

Coalition Labor Agreement. Since 2014, the County has been working with the Coalition of King County Labor Unions ("the Coalition") to bargain major components of working conditions, including wages and benefits³, as a coalition rather than bargaining these major issues with each bargaining unit.

² An agreement with an individual bargaining unit within the Coalition is referred to as an appendix. These are sometimes informally referred to as "small table" agreements and total 52 ratified agreements.

³ While the county negotiates wages and benefits as total compensation package, the proposed CLA does not cover medical, dental and disability insurance benefits. Those benefits were negotiated as a part of the Joint Labor Management Insurance Committee of Unions and were approved by the Council with Ordinance 19966.

The first Master Labor Agreement (MLA) negotiated between the County and the Coalition was adopted by Council⁴ in May 2018 and standardized a number of practices and procedures. The Master Labor Agreement had a three-year term, effective January 1, 2018, through December 31, 2020.

The successor agreement to the 2018-2020 MLA became known as the Coalition Labor Agreement (CLA), and covered working conditions and total compensation for Coalition Represented employees from January 1, 2021, through December 31, 2024. A one year extension of the CLA was approved by Council, extending the 2021-2024 CLA through December 31, 2025.

Updates to King County Code (K.C.C.) Consistent with past practices, the Executive is also proposing to update K.C.C. to provide the same benefits extended to employees represented by the Coalition to non-represented county employees.⁵

ANALYSIS

Coalition Labor Agreement. Proposed Ordinance 2025-0332 would approve the Coalition Labor Agreement between King County and the King County Coalition of Unions covering the period of January 1, 2026, through December 31, 2028. The successor agreement to the 2021-2024/2025 CLA, the proposed CLA would apply to nearly 7,200 employees in 18 labor unions⁶ and 52 bargaining units.

Included with the CLA are five memoranda of agreement and an appendix for each bargaining unit detailing their unique collective bargaining agreement (CBA) terms. CLA provisions that govern hours and working conditions do not apply to the Prosecuting Attorney's Office, Superior Court, District Court, and non-represented Council staff.

General wage increases proposed for 2026-2028. The parties negotiated the following General Wage Increases (GWI) and cost of living adjustments (COLA) for the duration of the agreement.⁷

2026 – GWI of 3.75%

2027 – GWI of 3.75%

2028 – Inflation-based COLA⁸

⁴ Ordinance 18726

⁵ Proposed Ordinance 2025-0333

⁶ See Footnote 1 for a list of unions in the Coalition.

⁷ Non-represented county employees receive that same wage increases as coalition represented employees. Proposed Ordinance 2025-0315 would effectuate similar wage increases for non-represented employees.

⁸ COLA formula will be 95% of the average growth rate of the six prior bi-monthly year-over-year percentages in the Seattle-Tacoma-Bellevue Consumer Price Index through June of the year in which the COLA is applied. The 2028 COLA will not be more than 4% and not less than 3%.

According to the Executive, consistent with the King County Council Labor Policies LAB 5-010, the Office of Labor Relations (OLR) kept the following principles in mind when negotiating compensation. First, the County was committed to ensuring compensation is competitive to recruit and retain qualified employees in the broader market, while also considering equity internally for employees similarly situated or who perform similar work. Additionally, while evaluating the wage gap between comparable positions, OLR took into account disparities that exist for classifications held by underrepresented and underserved communities and occupations disproportionately in the local internal and external market. Other factors taken into consideration included the current economic climate, county reserves, and the cost of living increases in neighboring jurisdictions and other County unions.

According to the fiscal note, the total fiscal impact of the CLA, including the appendices, would be an additional cost to the county of approximately \$82.3 million over the three-year term of the agreement impacting a variety of funds. The General Fund impact would be \$25.6 million for the duration of the agreement. The negotiated wage rates are incorporated throughout the Executive's 2026-2027 Proposed Budget.

Significant changes proposed in the CLA (unrelated to the general wage increase). The notable changes in the proposed CLA compared to the current agreement include vacation leave accrual rates,⁹ Bilingual Pay,¹⁰ and wage range adjustments for 20 administrative employee classifications, which are found throughout the appendices to the CLA within individual CBAs. All articles of the proposed CLA are summarized in Appendix A of the staff report. The notable proposed changes to the proposed CLA are discussed below.

*Vacation Leave Accrual.*¹¹ The proposed CLA would accelerate the vacation leave accrual rates for newly hired employees as follows:

0-47 months of service – from 12 to 14 days of vacation per year

48-59 months of service – from 12 to 15 days of vacation per year

According to the Executive, this provision would advance the Executive's goal of providing an equitable and sustainable economic package to county employees.

*Bilingual Pay.*¹² A new superseding article is included in the proposed CLA that would replace outdated and inconsistent CBA language found across several County departments including Public Health, the Department of Adult and Juvenile Detention, Public Defense, and the Prosecuting Attorney's Office. Approximately 180 County employees currently receive some form of a bilingual pay premium and would be transitioned upon the effective date of this proposed agreement (January 1, 2026).

⁹ Superseding article 32.

¹⁰ Superseding article 40 – which is an entirely new article within the CLA.

¹¹ Superseding article 10

¹² Superseding article 40

Under the new Superseding Article 40, eligible employees whose job duties include the "desired" use of one or more specific non-English language or American Sign Language would receive a \$1.00 per hour premium on actual hours worked. Positions must have specific non-English language(s) or ASL proficiency indicated as "desired" in the county job posting or other written notice for the position. The premium would be increased to \$2.00 per hour for positions posted or notice as "requiring" the use of a specific non-English language or ASL.

The Human Resources Department, the Office of Equity, and Racial, and Social Justice, and the Office of Labor Relations are developing centralized administrative guidance for departments while administering bilingual pay. For example, language proficiency testing standards would be centralized and standardized.

According to the Executive, this new provision would increase equity, consistency, and financial stewardship with standardized bilingual pay, including position designation, eligibility standards, and compensation amounts across departments. Language proficiency standards would ensure that designated bilingual employees can accurately engage in in-depth conversations with comprehension, resulting in improved customer service to limited English-speaking people seeking to access County services and information.

Countywide administrative wage increases. While negotiating the proposed CLA, the parties agreed to conduct a wage study for administrative job classifications and to bargain wages as a result of the study.¹³ The study covered internal and external market comparability using standard local jurisdictions as compared to comparable public sector workers and took into account customary analysis, such as selection of appropriate job matches at comparable employers, and evaluation of total compensation analysis of wages, leaves, benefits, and retirement.

The study found a number of market disparities ranging from 0.60% below market to 7.16% below market for certain classifications within the series of positions. Some recruitment retention issues were also found, specifically in the payroll specialist position and the records management specialist position. The parties bargained and agreed to a two-range adjustment to the Supported Employees Program Associate Series, the Admin Spec series, and the Customer Services Specialist series, as well as a one range adjustment to the Fiscal Spec Series. The parties also agreed to adjust the countywide Records Management Specialist by two ranges, the Payroll Specialist by three ranges, and the Administrative Staff Assistant and Administrative Office Assistant by one range. These changes are found throughout the appendices to the CLA and are highlighted in Appendix 3 to the staff report.

¹³ The Memorandum of Agreement titled Compensation Study for Certain County-Wide Classifications is attached to the CLA and governed to provision of the wage study.

The estimated fiscal impact of the resulting proposed wage range adjustments for these administrative positions is \$4.2 million for the duration of the agreement.

Additional Components of the CLA. The CLA is comprised of 41 superseding articles, five non-superseding articles, 52 collective bargaining agreements unique to each bargaining unit that has ratified the CLA, and five memorandums of agreement. The memorandums of agreement are summarized below. Appendix A to the staff report summarizes the superseding articles and any proposed changes, Appendix B to the staff report summarizes the non-superseding articles and any proposed changes, and Appendix C to the staff report summarizes any major differences between each unique CBA and the CLA.

Memoranda of Agreement (MOA). There are five memoranda of agreement attached to the CLA, two of which are long-standing agreements being renewed and included in the CLA for convenient reference. The five agreements include:

1. Longevity/Incentive Pay for Administrative Support Classifications. An established MOA, this agreement addresses longevity-merit pay and merit pay for Coalition administrative support classifications,^{14,15} and is being included under the CLA for easy reference. This benefit was initially established in 2012, and there are no material changes to the terms.
2. Cross-Jurisdictional Special Duty Assignments (SDA). The County and Coalition have established rules related to the representation issues presented by cross-jurisdictional SDAs. This long-standing MOA memorializes those rules, which cover topics including notification, pay progression, payment of union dues, standing and seniority, duty of representation, grievances, and pension trusts.
3. Compensation Settlement for Implementation of Retroactive Increases. This MOA lays out terms for handling the retroactive payment of general wage increases the proposed CLA.

¹⁴ Merit pay is covered by K.C.C. chapter 3.15, which authorizes pay increases based on performance. The Executive Branch Performance Appraisal and Merit Pay System Guidelines provide instructions for applying merit pay processes contained in code. Certain administrative support classifications represented by the Coalition are offered the option of longevity-merit pay, which is when an employee receives an additional percentage of their base rate of pay after a certain period of time with the County. Longevity-merit pay is offered as an alternative to merit pay; an employee cannot receive both. The MOA sets the specific terms for longevity-merit pay, and the bargaining unit must adopt these terms at the initial offering of the program. Longevity-merit pay is not offered to non-represented employees, to non-Coalition employees, or to Coalition represented employees in classifications not listed in the MOA.

¹⁵ Coalition administrative support classifications include fiscal specialist 1-4, administrative specialist 1-4, customer service specialist 1-4, technical information processing specialist 1-4, administrative office assistant, public health administrative support supervisor, administrative staff assistant, and payroll specialist. It does not include positions covered by Coalition bargaining units eligible for interest arbitration.

4. King County Administrative Support Classifications Under the Coalition Agreement. This MOA governed the wage study conducted by the parties regarding a variety of administrative job classifications. This study informed the proposed wage range increases found throughout the separate CBAs for administrative job classifications.
5. Bilingual Pay Premium Implementation Agreement. This MOA governs the bilingual pay premium program provided in Article 40 of the proposed CLA.

Council staff have not identified any further policy implications or legal issues with Proposed Ordinance 2025-0332.

Updates to King County Code (K.C.C.) Proposed ordinance 2025-0333 would make updates K.C.C. to align code provisions with new benefits proposed in the CLA including:

- Accelerated Vacation Accrual rates for all comprehensive leave eligible employees (identical to the changes found in the proposed CLA)
- Increasing organ donor leave from five days to ten days for all comprehensive leave eligible employees (identical to the changes found in the proposed CLA)
- Bilingual pay premium for non-represented employees (identical to the provisions found in the proposed CLA)

Council staff have not identified any policy or legal issues with Proposed Ordinance 2025-0333, and the proposed ordinance would have no fiscal impact.

INVITED

- Angela Marshall, Interim Director, Office of Labor Relations

ATTACHMENTS

1. Proposed Ordinance 2025-0332 (and the attachments)
2. Transmittal Letter for Proposed Ordinance 2025-0332
3. Fiscal Note for Proposed Ordinance 2025-0332
4. Proposed Ordinance 2025-0333
5. Transmittal Letter for Proposed Ordinance 2025-0333
6. Fiscal Note for Proposed Ordinance 2025-0333

Appendix A. Superseding CLA Articles

CLA Article	Article Name	Summary of Article in PO 2025-0332	K.C.C.	Material Changes in PO 2025-0332 compared to the 2021-2025 CLA
Article 1	Coalition Bargaining Agreements Superseding	CLA articles shall supersede language on the same articles in the appendix.	n/a	No changes.
Article 2	Military Leave	Employees shall receive military leave in accordance with county policy, state and federal law, as amended.	3.12.260	No changes, consistent with code.
Article 3	Unpaid Leaves of Absence	Leave without pay over 30 days for <i>medical reasons</i> may be taken, if approved by director of Human Resources. Leave for <i>nonmedical reasons</i> are approved by the division manager. The layoff, seniority, and bumping rights in each appendix shall be applied to employees who are taking leaves of absence.	3.12.250	No changes, consistent with code.
Article 4	Leave for Volunteer Service	Comprehensive leave eligible employees may use up to three days of accrued sick leave each year to perform volunteer services at a local school, or at a non-profit on the approved list for the Employee Giving Program.	3.12.225	No changes, consistent with code.
Article 5	Jury Duty	Comprehensive leave eligible employees must deposit any jury duty pay received, exclusive of mileage, to the County, if they want to receive their regular County pay. Employees ineligible for comprehensive leave may retain any jury duty pay received.	3.12.240	No changes.
Article 6	Donated Leaves	Comprehensive leave eligible employees can donate and receive leave either through the	3.12.222 3.12.223 3.12.224	The Emergency Medical Leave Fund is no longer a pilot program and can be

CLA Article	Article Name	Summary of Article in PO 2025-0332	K.C.C.	Material Changes in PO 2025-0332 compared to the 2021-2025 CLA
		existing employee to employee donation program or a new Emergency Medical Leave Fund (EMLF), if the EML has been activated by the County. Donated leave hours do not revert to the donor. For donations occurring between employees, the hours remain with the recipient. Comprehensive leave eligible employees may also donate vacation and/or compensatory hours to a nonprofit organization (in accordance with K.C.C. 3.12.222, as amended) or to an account or program to benefit children of a deceased employee (in accordance with K.C.C. 3.12.224, as amended).		activated or deactivated by the County, at the County's discretion, with 30 days written notice to the Coalition-CoChairs.
Article 7	Paid Parental Leave (PPL)	PPL supplements a comprehensive leave eligible employee's accrued paid leaves to provide up to 12 weeks of paid leave for a parent to bond with a new child. PPL may be used on an intermittent basis. If both parents work for the County, each employee is entitled to up to 12 weeks of PPL. PPL is not subject to cash-out.	3.12.219	Clarifying language included for the use of intermittent PPL leave. An employee whose position is scheduled to end in a timeframe that would not enable the employee to work for six months following the leave is not entitled to take PPL. No other material changes are included and no code updates are required.

CLA Article	Article Name	Summary of Article in PO 2025-0332	K.C.C.	Material Changes in PO 2025-0332 compared to the 2021-2025 CLA
Article 8	Bereavement Leave¹⁶	Employees eligible for comprehensive leave benefits are entitled to five days, maximum 40 hours (pro rata for part-time) per qualifying death of a member of the employee's immediate family.¹⁷ Employees who are not eligible for comprehensive leave are allowed to use compensatory time for bereavement leave.	3.12.210	No material changes included.
Article 9	Vacation Leave Cap	All comprehensive leave eligible employees hired after 12/31/17 have their vacation leave capped 320 hours. Employees hired on or before 12/31/17, have their vacation leave capped at 480 hours.	3.12.190	Non-material changes, consistent with code.
Article 10	Holidays, Eligibility	Comprehensive leave eligible employees receive two personal holidays in their vacation bank each year. When a holiday falls on the scheduled day off, the employee will be given a deferred holiday (prorated, if part-time).	3.12.230	Clarifying language is included for employees who are required to work on a holiday and regarding how the two personal holidays are recorded within the vacation leave bank. No code updates are required.

¹⁶ Nothing in this Article supersedes benefits outlined in the Professional and Technical Employees, Local 17 (Transit Chiefs, Collective Bargaining Agreement Code 042 and Transit Superintendents, Collective Bargaining Agreement Code 044) contract.

¹⁷ "Immediate family" means the employee's spouse or domestic partner, and the parent (biological, adoptive, foster, stepparent, legal guardian, or person who stood or stands in loco parentis), grandparent, child, child-in-law, grandchild, sibling of the employee, employee's spouse or the employee's domestic partner, or an employee's legal guardian, ward or any person over whom the employee has legal custody.

CLA Article	Article Name	Summary of Article in PO 2025-0332	K.C.C.	Material Changes in PO 2025-0332 compared to the 2021-2025 CLA
Article 11	Family Medical Leave Act / King County Family Medical Leave ¹⁸	<u>FMLA</u> Eligible employees may take up to 12 weeks of paid or unpaid leave in a single 12-month period for qualifying conditions or events.¹⁹ Employee must be employed by the County for at least 12 months and has worked 1,250 hours in the 12-month period prior to leave. <u>KCFML</u>²⁰ Eligible employees may take up to 18 weeks of paid or unpaid leave in a single 12-month period for the employee's own qualifying serious health condition and for any qualifying reason under the Federal FMLA, Washington State Family Leave Act or other family and medical leaves available under federal or state law. Employees must be employed by the County for at least 12 months and have worked at least 1,040 hours for a 40-hour week employee or 910 hours for a 35-hour week employee in the 12-month period prior to	3.12.221	Clarifying language is included to protect FLSA-exempt employees while on intermittent FMLA/KCFLMA. No code updates are required.

¹⁸ Nothing in this article is intended to supersede the seniority provisions included in the Teamsters Local 174 (CBA Code 160) contract.

¹⁹ Qualifying conditions or events include the employee's own serious health condition, to care for the employee's spouse, child, or parent who has a qualifying serious health condition, to bond with a newborn child, adoption or foster care placement, or for qualifying exigencies related to the foreign deployment of a military member. Leave can be continuous or intermittent when medically necessary.

²⁰ KCFML Article 11.2 applies only to the bargaining units whose labor agreements include the KCFML benefit.

CLA Article	Article Name	Summary of Article in PO 2025-0332	K.C.C.	Material Changes in PO 2025-0332 compared to the 2021-2025 CLA
		leave.		
Article 12	Professional Development	Administered by DHR, the Professional Development Fund finances a Career Development Scholarship Program available to career service and/or regular employees represented by the Coalition. The County commits to funding the program with \$250,000 on January 1st of each year of the CLA.	n/a	Increases annual funding from \$150,000 to \$250,000.
Article 13	Supported Employment Program (SEP)	Supported employees performing bargaining unit work will be covered by the terms of the applicable appendix. No Public Employment Relations Commission Unfair Labor Practice Complaints or grievances will be filed based on the work assigned to a supported employee or allegations of work skimming. Supported employees will be represented and pay dues, as appropriate, to the union representing the majority of the work assigned. Supported employees may be assigned to perform work that is currently non-represented.	n/a	Updates wage ranges for the positions of Supported Employment Associate I, II and III.
Article 14	Reclassification and Resulting Pay	The department, employee, or a group of employees (within the same section of a division) may request to DHR that their position be reclassified if their	3.15.030	No material changes.

CLA Article	Article Name	Summary of Article in PO 2025-0332	K.C.C.	Material Changes in PO 2025-0332 compared to the 2021-2025 CLA
		duties have changed or their positions are not assigned to the appropriate classification. Term-limited temporaries (TLTs) may not request a reclassification as individual employees. Resulting pay for reclassifications is as follows: <u>Higher pay grade</u> – First step of the pay range in new classification or the step that is at least five percent above the former rate of pay, whichever is greater. Additional discretionary steps may not be awarded. <u>Same pay grade</u> – The step of the pay range which is closest to and not less than the step that the employee received before the reclassification. <u>Lower pay grade</u> – Highest step in the new pay range that does not exceed the current pay rate. A regular employee or group of regular employees has 30 days to submit a request for reconsideration of a classification decision to DHR. With the union's concurrence, an employee or group of employees may appeal a reconsideration decision		

CLA Article	Article Name	Summary of Article in PO 2025-0332	K.C.C.	Material Changes in PO 2025-0332 compared to the 2021-2025 CLA
		through the Personnel Board or through the grievance process under CLA Article 26, submitted at Step-4 Arbitration, but not both.		
Article 15	Special Duty²¹	Temporary employees are not eligible for special duty assignments (SDA). <u>30 days to 12 months</u> – Assignments must be approved by the employee's department director for: - Work that exceeds either the volume and/or complexity of what is routine, and is for a limited duration; - Unforeseen work caused by unique circumstances, not expected to reoccur; - Development/ implementation of a new function or system; or - Backfill for a vacant regular position. <u>Up to five years</u> – Assignments must be approved by the DHR director to: - Perform a significant or substantial body of work such as a non-routine project or work related to the initiation or cessation of a county function, project or department; - Backfill a regular position when an employee is on an	3.15.140	No changes.

²¹ "Special Duty Assignment" is when an employee in a regular position is temporarily assigned to a classification, and the duties comprise the majority of the work performed for a minimum of 30 calendar days.

CLA Article	Article Name	Summary of Article in PO 2025-0332	K.C.C.	Material Changes in PO 2025-0332 compared to the 2021-2025 CLA
		extended leave or a special duty or other assignment; - Staff or backfill staff on a grant-funded, capital improvement or IT system project. An employee on SDA that has a higher top step rate of pay will be placed at the first step of the special duty classification pay range or paid a flat 5% above the employee's base rate of pay, whichever is higher. An employee on SDA will continue to accrue seniority in their base classification. Regarding recruitment, notice shall be provided to the affected work group or department at least 10 days prior to filling the special duty position.		
Article 16	Contracting Out	The County shall not contract out work which the members of the union have historically performed unless it is required by law or is a business necessity due to an emergency situation or to augment the workforce on a short-term, temporary basis.	n/a	No changes.
Article 17	Term-Limited Temporary Positions²²	TLT employees will not be used to supplant regular full-time equivalent or career service positions. ²³	n/a	No changes.

²² Nothing in this article is intended to supersede TLT language provided for in the individual appendix that is not expressly covered in this article.

²³ "Career Service Position" means all positions in the county service except for those that are designated by Section 550 of the charter.

CLA Article	Article Name	Summary of Article in PO 2025-0332	K.C.C.	Material Changes in PO 2025-0332 compared to the 2021-2025 CLA
Article 18	Job Posting	All open regular and TLT positions represented by the Coalition shall be posted for at least 14 calendar days.	n/a	When an employee is not selected for a position, the employee may request a meeting for feedback after the recruitment process is complete. Human resources will meet with the employee to review the process and provide feedback on how to improve as a candidate and/or offer resources to better prepare for future recruitments.
Article 19	Public Records Request	If an employee's personnel file or personal information for the entire membership of the union is the subject of a public records request, the County shall provide advance notice to the employee or the union, prior to its release.	n/a	No changes.
Article 20	Union Notification	Within approximately 5 days of a new employee's date of hire or new union eligibility, DHR will supply the union with information such as the employee's name, job classification, rate of pay, work email, and personal contact information, if the employee provides it.	n/a	Non-material changes.
Article 21	Union Engagement	During each year of the CLA, union stewards may be provided with up to one workday of release time without loss of pay to participate in steward training. The County shall provide each new bargaining unit employee 30 minutes of release time to meet with the union within the first	n/a	No changes.

CLA Article	Article Name	Summary of Article in PO 2025-0332	K.C.C.	Material Changes in PO 2025-0332 compared to the 2021-2025 CLA
		month of employment.		
Article 22	Union Leave	Upon written application, a regular employee elected or appointed to a union office that requires all of their time shall be given a leave of absence without pay from work not to exceed five years. Leave may not be approved for more than one employee at a time per department.	n/a	No changes.
Article 23	Use of County Bulletin Boards and Electronic Devices	The County agrees to provide bulletin boards in accessible areas for union officers and/or stewards to post union materials. Consistent with state law and county policy, the County will permit union officers and stewards the use of electronic mail, fax machines, copiers, telephones, video conferencing and similar equipment to communicate regarding union business related to the County.	n/a	Non-material changes.
Article 24	Reimbursement for Personal Transportation²⁴	Employees authorized to use their own transportation for county business shall be reimbursed at the rate established by ordinance.	n/a	No changes.
Article 25	Insured Benefits	The County provides group medical, dental, vision, disability, accidental death and dismemberment, and life insurance plans for regular, probationary,	n/a	No Changes.

²⁴ This does not supersede benefits outlined in the Transportation Article in the Department of Assessments, Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763 Appendix (CBA Code 220).

CLA Article	Article Name	Summary of Article in PO 2025-0332	K.C.C.	Material Changes in PO 2025-0332 compared to the 2021-2025 CLA
		and term-limited temporary employees provided under the terms of the Joint Labor Management Insurance Committee of Unions "JLMIC" Benefits Agreement. All labor organizations that are signatory to this agreement agree to the JLMIC Benefits Agreement, as amended.		
Article 26	Grievance Procedure	<u>Step One/Supervisor:</u> (1) Grievance must be presented to the employee's supervisor in writing by the shop steward/union representative; (2) the supervisor and employee/union meet to discuss the grievance; (3) the supervisor issues a written decision. Note, supervisors and managers initiate their grievances at Step 2. <u>Step Two/Director:</u> If the union pursues the grievance after the supervisor's written decision (1) the employee's department director and employee/union meet to discuss the grievance and (2) the director issues a written decision. <u>Step Three/OLR:</u> If the union pursues the grievance after the department director's decisions (1) the OLR labor negotiator and employee/union meet to discuss the grievance and (2) the labor	n/a	The section is reorganized but remains substantively the same. Requires remote arbitrations if the arbitrator's principal place of business is not in Washington, Oregon, California, Idaho, Nevada, Utah, Montana, or Wyoming.

CLA Article	Article Name	Summary of Article in PO 2025-0332	K.C.C.	Material Changes in PO 2025-0332 compared to the 2021-2025 CLA
		negotiator will issue a written decision. <u>Step Four/Arbitration:</u> Should the decision of the labor negotiator at Step 3 not resolve the matter, the parties may arbitrate the dispute utilizing the process outlined in the CLA. The process includes the following topics: Selection Process, Arbitrator's Authority Limited, Arbitration Expenses, Mediation, Timelines and Grievances of Disciplinary Action.		
Article 27	Discipline and Sunset Clause	No regular employee shall be disciplined except for just cause. The County will employ the concept of progressive discipline in appropriate cases.	n/a	No changes.
Article 28	Economic Equity	Should any non-Coalition bargaining unit with King County reach a more favorable combined general wage increase and benefit funding rate, the Coalition reserves the right to reopen the CLA and bargain the impacts of that decision. If the County can demonstrate bargaining units outside of the Coalition made economic offsets in negotiations to increase wages or benefits, the reopener would not apply. This provision will not apply to Sheriff's deputies, captains or majors, marshals,	n/a	No changes.

CLA Article	Article Name	Summary of Article in PO 2025-0332	K.C.C.	Material Changes in PO 2025-0332 compared to the 2021-2025 CLA
		paramedics, interest arbitration decisions or to job classifications that receive market-based increases.		
Article 29	Compensation	<u>GWI and Bonus</u> Provides a general wage increase for each year of the agreement and a one-time ratification bonus of \$1,500. <u>Deferred Compensation</u> New employees will be automatically enrolled in the Deferred Compensation Program. <u>Step Progression</u> Step progressions between steps 1 and 10, or the steps as provided under the appendix, would not be based on merit, performance or evaluation.	n/a	Ratification bonus \$1,500 rather than sliding scale offered in the 2021-2025 CLA. GWI and COLA provisions: • 2026 – GWI of 3.75% • 2027 – GWI of 3.75% • 2028 – COLA formula will be 95% of the average growth rate of the six prior bi-monthly year-over-year percentages in the Seattle-Tacoma-Bellevue Consumer Price Index through June of the year in which the COLA is applied. The 2028 COLA will not be more than 4% and not less than 3%.
Article 30	Savings Clause	Standard contract language stating that if part of the contract is invalidated the rest shall remain in effect.	n/a	No changes.
Article 31	Sick Leave²⁵	Comprehensive leave eligible employees accrue sick leave benefits at the rate of 0.04616 hours for each hour in paid status excluding overtime up to a maximum of 3.6928	3.12.220	Aligns CLA language with county code and state law²⁶ by stating that sick leave may be used after it is accrued. Language pertaining to the

²⁵ This article does not apply to employees with benefit time (BT). The BT program is a unique benefit found in some Wastewater Treatment Division appendices (156, 157, 159, and 011). It is a bank of time accrued using a combination of holiday leave and vacation accrual, instead of traditional holiday and vacation benefits. Employees with BT also have a certain level they may be eligible to cash out each year, with the specific terms outlined in the individual appendices.

²⁶ RCW 49.46.210

CLA Article	Article Name	Summary of Article in PO 2025-0332	K.C.C.	Material Changes in PO 2025-0332 compared to the 2021-2025 CLA
		hours per bi-weekly pay period. There is no limit to the number of sick leave hours accrued and carried over from year-to-year. Short-term temporary employees accrue sick leave at the rate of 0.025 hours for each hour in pay status. Short-term temporary employees may carry over 40 hours of unused sick leave to the following calendar year. At the end of the pay period that includes December 31, all accrued sick leave over 40 hours will be forfeited. Employees are entitled to use sick leave after it appears in the employee's pay advice (PeopleSoft).		formula for cashing out sick leave upon an employee's retirement updated to state that if an employee is rehired within 12 months, that employee is entitled to a restoration of the sick leave balance that was not cashed out. If a retiree who returns to work and has sick leave restored, that employee will not be entitled to cashout their restored sick leave when they leave county employment. Adds that sick leave can be used for an employee to prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee or the employee's family member.
Article 32	Vacation Leave²⁷	Comprehensive leave eligible employees shall be granted vacation with pay. The accrual table included in the CLA article aligns with current county code. Comprehensive leave eligible employees may use vacation leave hours in the pay period after they are accrued. Employees who leave County employment before successfully completing their first six months of County service forfeit their vacation leave hours and are excluded from the	3.12.190	Annual leave accrual rates for some employees are increased as follows: From 12 days per year to 14 days per year for leave eligible employees with 47 or fewer months of service. From 12 days per year to 15 days per year for leave eligible employees with 48 to 95 months of service. Leave accrual rates for all other leave eligible employees are unchanged. Code changes proposed in 2025-0333.

²⁷ This article does not apply to employees with benefit time.

CLA Article	Article Name	Summary of Article in PO 2025-0332	K.C.C.	Material Changes in PO 2025-0332 compared to the 2021-2025 CLA
		vacation payoff provisions.		
Article 33	Working Out of Class	Working-out-of-classification occurs when an employee in a regular position is temporarily assigned the duties of a higher paid classification for less than 30 consecutive calendar days. The employee would receive a five percent working-out-of-classification pay premium, including any overtime earned.	3.15.145	No changes.
Article 34	Transportation Benefits	Eligible employees would receive transportation benefits provided in code.	n/a	No changes to the language.
Article 35	Leave for Examination	Employees eligible for comprehensive leave benefits shall be entitled to necessary time off with pay for the purpose of taking county qualifying or promotional examinations. This shall include time required to complete any required interviews.	3.12.200	New superseding article. Language previously included in various appendices and is being moved into the CLA as a superseding article to further standardization. Language consistent with code.
Article 36	Organ Donor Leave	Comprehensive leave eligible employees shall be granted leave for organ donation in accordance with King County Code 3.12.215, as amended. Employees would be able to take 10 days of paid leave without having such leave charged to family leave, sick leave, vacation leave, or leave of absence without pay.	3.12.215	Organ Donor Leave increased from 5 days to 10 days. Proposed Ordinance 2025-0333 would update K.C.C. to extend this change to all comprehensive leave eligible county employees.
Article 37	Union Membership	Upon authorization by an individual employee, the County shall provide for	n/a	No changes.

CLA Article	Article Name	Summary of Article in PO 2025-0332	K.C.C.	Material Changes in PO 2025-0332 compared to the 2021-2025 CLA
		payroll deductions of union dues, initiation fees, assessments, and other fees as certified by the union. An employee may revoke their authorization for payroll deductions of payments to their union by written notice to the union in accordance with the terms and conditions of their membership authorization.		
Article 38	Layoff Taskforce	The County and Coalition will convene a joint labor-management task force to study options for reflecting the County's anti-racism values in the layoff article of the CLA. The Task Force shall provide a written report to the management and labor co-chairs for Coalition bargaining, with recommendations for how the parties can advance equity, no later than December 31, 2022, or later, by mutual agreement.	n/a	The layoff taskforce has completed its work and this provision is eliminated from the proposed CLA.
Article 39 <u>38</u>	Equal Employment Opportunity	The County and the Union shall not unlawfully discriminate against any individual employees with respect to compensation, terms, conditions or privileges of employment by reason of race, color, sex, religion, national origin, religious belief, marital status, age, sexual orientation, ancestry or the presence of any sensory, mental or physical disability unless based on a bona fide occupational qualification		Additional language included to ensure that alleged violations of discrimination standing alone are referred to the appropriate government agency. (For example, the federal Equal Employment Opportunity Commission.)

CLA Article	Article Name	Summary of Article in PO 2025-0332	K.C.C.	Material Changes in PO 2025-0332 compared to the 2021-2025 CLA
		reasonably necessary to the operations of the County.		
Article 40 39	Telecommuting	For Executive Branch employees, the County will administer employee requests for alternative work schedules and telecommuting in accordance with its policies, as amended. Requests for alternative work schedules and/or modified telecommuting arrangements will not be unreasonably denied. The parties commit to negotiating in good faith over any and all changes to the Telecommuting Policy that involve mandatory subjects of bargaining moving forward during the life of this Agreement.	n/a	No changes.
Article 41 40	Bilingual Pay	New Article	K.C.C. 3.15	Under the new Superseding Article 40, eligible employees whose job duties include the "desired" use of one or more specific non-English language or American Sign Language will receive a \$1.00 per hour premium on actual hours worked. Positions must have specific no-English language(s) or ASL proficiency indicated as "desired" in the county job posting or other written notice for the position. The premium would be increased to \$2.00 per hour for positions posted or notice as "requiring" the

CLA Article	Article Name	Summary of Article in PO 2025-0332	K.C.C.	Material Changes in PO 2025-0332 compared to the 2021-2025 CLA
				use of a specific non-English language or ASL. New section would be added to K.C.C. 315 in Proposed Ordinance 2025-0333.
Article 41	Duration	Standard contract language stating the duration of the contract.	n/a	Reflects that the agreement covers the period of January 1, 2026 through December 31, 2028.

Appendix B: Non-Superseding CLA Articles

CLA Article	Article Name	Summary of Article in P.O. 2022-0332	K.C.C.	Changes in PO 2022-0332 compared to 2021-2025 CLA
Article 42	Safety Gear and Equipment Allowance	Employees receive up to \$375 per calendar year, per employee, if safety footwear is required. The County shall provide each employee with required personal protective equipment and replace as needed.	n/a	Benefit is increased from \$200 to \$375. Clarifying language added to ensure that at PPE will be sized for all genders and body types.
Article 43	After Hours Support²⁸	<u>Standby</u> – Employees will be given 10 business days' notice, in writing, of their designation to standby, or of schedule changes. Employees will be paid ten percent of their base hourly rate for all hours on standby. <u>Technical Call-Out</u> – Employees will be paid a ten-minute minimum or the actual number of minutes worked, whichever is greater, at the appropriate overtime rate of pay. Subsequent call outs within the same ten-minute period will not receive additional compensation until after that period has expired. <u>Physical Call-Out</u> – A minimum of four hours (inclusive of travel and time actually worked) at the overtime rate when the employee is required to report back to the employees' workplace. An employee who has a County vehicle and can	n/a	No changes.

²⁸ "After Hours Support" is off duty time during which hourly employees may be required to be on standby ready and able to report to work, called-out to report back to their workplace, or technical call out to work remotely through technological means and is not required to report back to the workplace.

CLA Article	Article Name	Summary of Article in P.O. 2022-0332	K.C.C.	Changes in PO 2022-0332 compared to 2021-2025 CLA
		report directly to a work location and does not have to report to the employee's workplace would be paid two hours of overtime.		
Article 44	Training and Licensing/ Certification	The County would pay for any certification/license (except for driver's license), continuing education, and training that is required for the position. It also includes necessary release time that is preapproved. The County will reimburse the cost of an employee maintaining their Commercial Driver's License (CDL) endorsement(s) (also called Commercial Driver's License Renewal) if the position is required to have a CDL endorsement(s).	3.12.110	No material changes
Article 45	Parking	Employees are required to pay for parking at the employee rates established in K.C.C. for the Goat Hill and King Street Center garages. Employees are required to pay \$10 for parking at the Patricia H. Clark Children and Family Justice Center.	3.32	Updates the employee parking provisions to be generally applicable going forward.
Article 46	Waiver and Complete Agreement	Unless otherwise agreed by the County and Coalition, all letters, agreements, and understandings in effect prior to the effective date of this Agreement are deemed null and void with the effective date of this Agreement. The County and Coalition may, with mutual consent, negotiate modifications to the terms of this Agreement. To be effective, modifications must be detailed in writing	n/a	No changes.

CLA Article	Article Name	Summary of Article in P.O. 2022-0332	K.C.C.	Changes in PO 2022-0332 compared to 2021- 2025 CLA
		and signed by both parties.		

Appendix C – Summary of material changes found in the Appendices to the CLA

Appendix 012: SEIU Local 925 – FMD

\$342,000

Appendix 012 to the CLA represents 99 custodial employees in the Department of Executive Services, Facilities Management Division. This bargaining unit is represented by Service Employees International Union (SEIU), Local 925. The proposed wage range adjustments for this bargaining unit include:

- Custodian Range 32 to 34
- Custodian – Floor Care Range 33 to 35
- Custodian – Lead Range 36 to 37
- Custodian – Windows Range 38 to 39

Fiscal Impact The fiscal impact of the proposed agreement would be \$342,000 to the Transit fund for the duration of the agreement.

Appendix 020: PSEU – DJA (Superior Court Clerks)

\$--

Appendix 020 to the CLA represents approximately 6 clerk positions in the Department of Judicial Administration that support Superior Court operations.

No significant changes are proposed and no fiscal impact is anticipated.

Appendix 021: PSEU – DJA (Legal Administrative Specialists)

\$--

Appendix 021 to the CLA represents approximately 119 legal administrative specialists in the Department of Judicial Administration (DJA) which serves as the Clerk for Superior Court. This appendix covers new clerk positions in DJA who staff and support operations and provide clerical, customer service, administrative support, and courtroom clerk coverage throughout the Clerk's Office.

Trainer Premium – New 5% trainer premium for employees assign in writing to train another employee or group of employees for time spent training.
No fiscal impact is anticipated.

Appendix 035: OPEIU Local 8 – Department of Assessments**\$150,000**

Appendix 035 to the CLA represents 37 employees of the Office and Professional Employees International Union, Local 8, Department of Assessments (DOA).

Proposed wage adjustments for this bargaining unit include:

- Abstract Technician from Range 42 to 44
- Abstract Technician - Senior from Range 47 to 48
- Administrative Office Assistant from Range 29 to 30
- Administrative Specialist I from Range 33 to 35
- Administrative Specialist II from Range 37 to 39
- Administrative Specialist III from Range 41 to 43
- Administrative Specialist IV from Range 46 to 48
- Administrative Staff Assistant from Range 48 to 49
- Customer Service Specialist I from Range 32 to 34
- Customer Service Specialist II from Range 36 to 38
- Customer Service Specialist III from Range 40 to 42
- Fiscal Specialist II from Range 38 to 39

Fiscal Impact The fiscal impact of the proposed agreement would be \$150,000 to the Transit fund for the duration of the agreement.

Appendix 037: OPEIU Local 8 – Public Health (Dental)**\$--**

This appendix covers approximately 28 dental assistants and dental hygienists at public health centers and Jail Health Services represented by Office and Professional Employees International Union (OPEIU), Local 8.

No significant changes are proposed and no fiscal impact is anticipated.

Appendix 038: OPEIU Local 8 – Public Health and DCHS**\$--**

This appendix covers 38 employees in the Public Health Prevention Division the DCHS Behavioral Health and Recovery Division all represented by Office and Professional Employees International Union (OPEIU), Local 8. Classifications in this bargaining unit include administrative specialists, project/program managers, and chemical dependency case monitors, involuntary commitment specialists and transfer drivers.

Proposed wage range increases for this bargaining unit include:

- Administrative Specialist I – increased two (2) ranges from 33 to 35.
- Administrative Specialist II – increased two (2) ranges from 37 to 39

- Administrative Staff Assistant – increased one (1) range from 48 to 49

No significant fiscal impact anticipated as result of these proposed changes.

Appendix 040: PROTEC17 – DES, DNRP, DLS

\$1,861,000

Appendix 040 to the CLA represents 460 staff who work in the Department of Executive Services (Facilities Management Division, Finance & Business Operations Division, Airport, Records & Licensing Services), Department of Natural Resources & Parks (Director's Office, Parks, Water & Land Resources Division, Solid Waste Division), and Department of Local Services (Permitting, Roads) in a variety of professional and semi-professional positions, ranging from project managers to environmental scientists, code enforcement officers, and administrative support positions.

Proposed wage range increases for this bargaining include:

- Capital Project Manager I – from 54 to 55
- Capital Project Manager II – from 59 to 60
- Capital Project Manager III – from 64 – 67
- Capital Project Manager IV – from 69 – 72
- Chief Structural Engineer – from 72 – 73
- Admin Specialist I – from 33 to 35
- Admin Specialist II – from 37 to 39
- Admin Specialist III – from 41 to 43
- Admin Specialist IV – from 46 to 48
- Engineer I – from 54 to 55
- Engineer II – from 59 to 60
- Engineer III – from 64 to 65
- Engineer IV – from 69 to 70
- Environmental Scientist I – from 54 to 55
- Environmental Scientist II – from 59 to 60
- Environmental Scientist III – from 64 to 65
- Environmental Scientist IV – from 69 to 70
- Fiscal Specialist I – from 34 to 35
- Fiscal Specialist II – from 38 to 39
- Fiscal Specialist III – from 42 to 43
- Records Management Specialist increased 2 ranges from 46 to 48

Fiscal Impact The fiscal impact for the duration of the proposed agreement is \$1,861,00.

Appendix 043: Professional and Technical Employees, Local 17 – Metro Transit (\$718,000)

Employees in this bargaining unit are charged with a wide variety of responsibilities including scheduling, routing, market development, route facilities maintenance, sales and customer service. They also develop, implement and maintain some information systems technology within Metro. As employees of a transit agency, this group is considered to be eligible for interest arbitration.

Wage range adjustments proposed for this bargaining unit include:

- Administrative Staff Assistant – increased 1 range from 48 to range 49
- Bus Assembly Inspector – from 56 to range 61
- Engineer I –from 54 to 57
- Engineer II –from 59 to 62
- Engineer III –from 64 to 67
- Engineer IV –from 69 to 72
- Project/Program Manager I – at range 53
 - Will become Transit PPM I at range 54
- Project/Program Manager II – at range 58
 - Will become Transit PPM II at range 59
- Project/Program Manager III – at range 63
 - Will become Transit PPM III at range 64
- Project/Program Manager IV – at range 68
 - Will become Transit PPM IV at range 69
- Transportation Planner I –from 53 to 54
- Transportation Planner II –from 58 to 59
- Transportation Planner III –from 63 to 64
- Transportation Planner IV –from 68 to 69

Fiscal Impact The fiscal impact of the proposed agreement would be \$718,000 to the Transit fund for the duration of the agreement.

Appendix 046: PROTEC17 – DLS, DES (Professional and Technical Staff) \$50,000

Appendix 046 to the CLA represents 87 professional and technical staff in the Department of Local Services (Director's Office, Roads) and Department of Executive Services (Airport, Fleet).

Proposed wage range adjustments for this bargaining unit include:

- Administrative Staff Assistant – from 48 to 49
- Records Management Specialist – from 46 to 48

Fiscal Impact The cumulative fiscal impact over a variety of funds would be \$50,000 for the duration of the agreement.

Appendix 048: PROTEC17 – Multiple Departments (IT employees) \$--

Appendix 048 to the CLA covers approximately 331 non-supervisor IT position in KCIT, DES, DCHS, DJA, and Elections that are represented by Professional and Technical Employees Local 17. Example classifications in this CBA include but are not limited to: Applications Developer; Database Administrator; Desktop Support Specialist; GIS Specialist; IT Project Manager I/II; Website Developer.

There are no major changes proposed to this agreement.

Appendix 050: PROTEC17 – Superior Court (Court Reporters) \$--

Appendix 050 to the CLA represents approximately three court reporters in King County Superior Court. These employees take notes of court proceedings and may also provide real-time translation to litigants, witnesses, jurors, or other participants in court proceedings as directed by Superior Court.

There are no material changes proposed for this bargaining unit.

Appendix 055: PROTEC17 – OEM \$244,000

Appendix 055 to the CLA represents 18 employees of the Professional and Technical Employees Union Local 17, Department of Executive Services, Office of Emergency Management (OEM). This appendix covers OEM employees in three classifications: Emergency Management Program Assistant, Coordinator, and Program Manager.

The appendix language is updated to align with the law utilizing the existing CLA language in article 43 After Hour Support which compensates employees at a 10% pay premium for all hours spent on standby.

Fiscal Impact The fiscal impact of this proposal would be \$244,000 for the duration of the agreement.

Appendix 060: PROTEC17 – Public Health and DCHS**\$498,000**

Appendix 060 to the CLA covers 617 employees in Public Health – Seattle & King County and the Department of Community and Human Services (DCHS) represented by Professional and Technical Employees Local 17 (PROTEC17). Positions covered by this appendix include 73 position classifications across various administrative, healthcare, environmental health, emergency medical services and involuntary commitment work groups. A wage study for the positions included in this bargaining unit was proposed as a part of the CLA bargain.

Proposed wage range increases for this bargaining unit include:

- (29 to 30) for Administrative Office Assistant
- (33 to 35) for Administrative Specialist I
- (37 to 39) for Administrative Specialist II
- (41 to 43) for Administrative Specialist III
- (46 to 48) for Administrative Specialist IV
- (32 to 34) for Customer Service Specialist I
- (36 to 38) for Customer Service Specialist II
- (40 to 42) for Customer Service Specialist III
- (34 to 35) for Fiscal Specialist I
- (38 to 39) for Fiscal Specialist II
- (42 to 43) for Fiscal Specialist III
- (47 to 48) for Fiscal Specialist IV

Fiscal Impact The fiscal impact of the proposed agreement would be \$498,000 for the duration of the agreement.

Appendix 065: PROTEC17 – DES, DNRP, DLS (Supervisors)**\$15,000**

Appendix 065 to the CLA represents 60 supervisor level employees that are represented by PROTEC17, also known as Professional and Technical Employees Local 17, in the Departments of Executive Services (DES), Department of Natural Resources and Parks (DNRP), and the Department of Local Services (DLS).

A proposed range increase from 60 – 62 for the Security Supervisor 2 classification is included in the proposed agreement.

Fiscal Impact. The proposed appendix includes a fiscal impact of \$15,000 for the duration of the agreement.

Appendix 066: PROTEC17 – DNRP, DLS, DES (Section Managers)**\$--,**

Appendix 066 to the CLA covers approximately 23 section managers in the Department of Natural Resources and Parks (Solid Waste, Water and Land Resources), Local Services (Permitting and Roads), and Executive Services (Airport and Fleet) that are represented by Professional and Technical Employees Local 17 (PROTEC17). Example classifications in this appendix include but are not limited to: Roads Maintenance Manager (DLS); Strategic Planning Manager (SWD); Operations Manager (DLS, DES); and Finance and Administrative Services Manager (DNRP).

No material changes are proposed for this bargaining unit.

Appendix 070: WSCCCE, Council 2, Local 21HD – Public Health**\$48,000**

This appendix covers approximately 112 employees in Public Health, including epidemiologist, social research scientist, psychiatric evaluation, and environmental scientist classifications.

The proposed agreement includes the following proposed range increase.

- Psychiatric Evaluation Specialist from range 60 to range 61.

Fiscal impact The fiscal impact for the duration of the agreement is \$48,000.

Appendix 100: IBEW Local 77 – KCIT, DLS, DNRP, PHSKC**\$313,000**

Appendix 100 to the CLA covers approximately 27 electrical and electronics technicians and specialists in the Departments of Information Technology, Local Services, Natural Resources and Parks, and Public Health that are represented by International Brotherhood of Electrical Workers (IBEW), Local 77.

The proposed wage range increases for this bargaining unit include:

- Electronic Communication Specialist - Range 62 to 65
- Electronic Communication Technician I - Range 48 to 51
- Electronic Communication Technician II - Range 57 to 60
- Traffic Signal Technician I - Range 57 to Range 60
- Traffic Signal Technician II - Range 60 to Range 63
- New class specs for Supervisor II - Range 64, Signal Shop Supervisor -Range 67, and Radion Shop Supervisor - Range 69.

Fiscal Impact The fiscal impact of this proposal for the duration of the agreement would be \$313,000.

Appendix 153: Teamsters Local 117 – Metro Capital Division **\$76,000**

Appendix 153 to the CLA represents 13 staff members in Metro's Capital Division. *Modification of existing classification series.* The appendix would modify the existing classification services to include newly named and new descriptions for classifications of Capital Unit Managers and Transit Capital Supervisors.

All employees will receive a wage range of plus 1 due to market conditions.

Fiscal Impact The fiscal impact of the proposal for the duration of the agreement would be \$76,000.

Appendix 154: Teamsters Local 117 – Multiple Departments **\$1,422,000**

Appendix 154 to the CLA represents 649 professional, technical and administrative employees represented by Teamsters Local 117 and work in the Department of Community and Health Services (DCHS), Department of Executive Services (DES), Department of Human Resources (DHR), Department of Information Technology (KCIT), Department of Natural Resources and Parks (DNRP), Department of Public Health (DPH), Department of Local Services (DLS), Department of Adult and Juvenile Detention (DAJD), Department of Elections, and King County Metro.

Proposed range increases for this bargaining unit include:

- Payroll Specialist –Range 44 to Range 47
- Payroll Administrator- Range 49 to Range 50
- Records Management Specialist- Range 46 to Range 48
- Language Services Specialist II - Range 51 to Range 53
- Administrative Staff Assistant - Range 48 to Range 49
- Administrative Specialist I - Range 33 to Range 35
- Administrative Specialist II - Range 37 to Range 39
- Administrative Specialist III - Range 41 to Range 43
- Administrative Specialist IV - Range 46 to Range 48
- Customer Service Specialist I - Range 32 to Range 34
- Customer Service Specialist II - Range 36 to Range 38
- Customer Service Specialist III - Range 40 to Range 42
- Customer Service Specialist IV - Range 45 to Range 47
- Fiscal Specialist I - Range 34 to Range 35
- Fiscal Specialist II - Range 38 to Range 39
- Fiscal Specialist III - Range 42 to Range 43

- Fiscal Specialist IV - Range 47 to Range 48

Fiscal Impact The fiscal impact of this proposal would be \$1.4 million for the duration of the agreement.

Appendix 155: Teamsters Local 117 – PAO

\$ 22,000

Appendix 155 to the CLA represents 209 legal administrative specialists, legal secretaries, victim advocates, paralegals, word processing operators, application developers, and desktop support specialists in the Prosecuting Attorney's Office (PAO).

New IT classifications are added to replace current IT jobs in Addendum B:

- NEW Technology Services Analyst at range 56 replaces the existing Desktop Support Specialist – PAO (range 55).
- NEW Technology Services Analyst Senior at range 61 to replace Desktop Support Specialist Senior at range 57. Effective 1/1/2026 for retroactive pay purposes.

Fiscal Impact The fiscal impact of this agreement would be \$22,000 for the duration of the proposal.

Appendix 156: Teamsters Local 117 – WTD

\$424,000

Appendix 156 to the CLA represents 82 employees in professional, technical and administrative support positions in the Wastewater Treatment Division, Department of Natural Resources and Parks.

Proposed range increases for this bargaining unit include:

- Wastewater Communication Specialist I, from Range 51 to Range 53
- Wastewater Communication Specialist II, Range 54 to Range 56
- Wastewater Communication Specialist III, from Range 58 to Range 60
- Wastewater Communication Specialist IV, from Range 64 to Range 66
- Engineer I, increase from Range 54 to Range 57
- Engineer II, increase from Range 59 to Range 62
- Engineer III, increase from Range 64 to Range 67
- Engineer IV, increase from Range 69 to Range 72
- Industrial Maintenance Program Specialist, from Range 65 to Range 68
- Chief Process Analyst, from Range 66 to Range 69
- Payroll Specialist, from Range 44 to Range 47
- Financial Services Administrator, Range 71 to Range 75
- Fiscal Specialist I, from Range 34 to Range 35
- Fiscal Specialist II, from Range 38 to Range 39

- Fiscal Specialist III, from Range 42 to Range 43
- Fiscal Specialist IV, from Range 47 to Range 48
- Admin Office Assistant, from Range 29 to Range 30
- Administrative Specialist I, from Range 33 to Range 35
- Administrative Specialist II, from Range 37 to Range 39
- Administrative Specialist III, from Range 41 to Range 43
- Administrative Specialist IV, from Range 46 to Range 48
- Administrative Staff Assistant, from Range 48 to Range 49
- Customer Service Specialist I, from Range 32 to Range 34

Fiscal Impact the fiscal impact of this agreement would be \$424,000 for the duration of the agreement.

Appendix 157: Teamsters Local 117 – WTD (Supervisors) \$742,000

Appendix 157 to the CLA represents 78 supervisory employees in the Wastewater Treatment Division, Department of Natural Resources and Parks.

Proposed wage range increases for this bargaining unit include:

- Process Control Supervisor, from Range 74 to Range 75
- Wastewater Maintenance Supervisor, from 72 to 75
- Wastewater Operations Engineering Supervisor, from 72 to 75
- Wastewater Safety and Emergency Manager, from 72 to 75
- Wastewater Treatment Supervisor, from 72 to 75
- Wastewater Treatment Supervisor (Rotating), from 71 to 75
- Financial Services Administrator from Range 71 to Range 75
- Wastewater Capital Projects Managing Supervisor, from 75 to 76
- Wastewater Construction Management IV, from 75 to 76
- Wastewater Engineer Supervisor, from 75 to 76
- New Wastewater Designer-Supervisor, placed at 75

Fiscal Impact the fiscal impact of this proposal would be \$742,000 for the duration of the agreement.

Appendix 159: Teamsters Local 117 – WTD \$567,000

Appendix 159 to the CLA represents 25 employees (managers and assistant managers) of the International Brotherhood of Teamsters Local 117 working in the Wastewater Treatment Division, Department of Natural Resources and Parks.

The material changes proposed for this bargaining incorporate current practices that are in place via separate memorandums of agreement with the bargaining unit that provide wage range adjustments for six different classifications with the bargaining until.

Fiscal impact The fiscal impact of this proposal would be \$567,000 for the duration of the agreement.

Appendix 170: Animal Control Officers Guild – RASKC **\$65,000**

Appendix 170 to the CLA represents 27 employees of the Animal Control Officers Guild in the Department of Executive Services, Records and Licensing Services Regional Animal Services of King County (RASKC). The employees provide animal care, pet adoption and control services.

The proposed wage range adjustment for this bargaining unit would be increasing the range or the Animal Control Technician classification from range 32 to Range 35.

Fiscal impact The fiscal impact of this proposal would be \$65,000 for the duration of the agreement.

Appendix 191: PSEU, Non-Commissioned H7 – DAJD **\$258,000**

Appendix 191 to the CLA represents approximately 72 employees in the Department of Adult and Juvenile Detention, including Community Correction Caseworkers, Fiscal Specialists, Corrections Technicians, and Administrative Support Personnel, represented by the Public Safety Employees Union (PSEU), Non-Commissioned. The wage range increases proposed for this bargaining unit include:

- Administrative Specialist I - Range 33 to Range 35
- Administrative Specialist II - Range 37 to Range 39
- Administrative Specialist III - Range 41 to Range 43
- Corrections Technician I – Range 42 to Range 44
- Corrections Technician II –Range 45 to 47
- Customer Service Specialist III - Range 40 to Range 42
- Fiscal Specialist I - Range 34 to Range 35
- Fiscal Specialist II - Range 38 to Range 39
- Fiscal Specialist III - Range 42 to Range 43
- Records Management Specialist –Range 46 to Range 48
- Payroll Specialist – Range 44 to range 47

Fiscal impact the fiscal impact of this proposal would be \$258,000 for the duration of the agreement.

Appendix 192: PSEU – DCHS (Social Service Professionals)

\$--

Appendix 192 to the CLA represents approximately 52 employees in the Department of Community and Human Services (DCHS), including Social Workers and social services professionals.

No material changes are proposed for this bargaining unit.

Appendix 193: Public Safety Employees Union (PSEU) – KCSO

\$299,000

Appendix 193 to the CLA represents approximately 148 non-commissioned professional employees of the King County Sheriff's Office.

The wage range increases proposed for this bargaining unit include:

- Administrative Office Assistant - to Range 30
- Administrative Specialist I - Range 33 to Range 35
- Administrative Specialist II - Range 37 to Range 39
- Administrative Specialist III - Range 41 to Range 43
- Administrative Specialist IV - Range 46 to Range 48
- Administrative Staff Assistant - Range 48 to Range 49
- Customer Service Specialist I - Range 32 to Range 34
- Customer Service Specialist II - Range 36 to Range 38
- Customer Service Specialist III - Range 40 to Range 42
- Customer Service Specialist IV - Range 45 to Range 47
- Fiscal Specialist I - Range 34 to Range 35
- Fiscal Specialist II - Range 38 to Range 39
- Fiscal Specialist III - Range 42 to Range 43
- Payroll Specialist Range - Range 44 to Range 47
- Records Management Specialist - Range 46 to range 48
- SEP II - Range 30 to range 32
- Sheriffs Records Specialist - Range 40 to 43
- Community Service Officer - Range 44 to Range 45

Fiscal Impact. The fiscal impact of the proposal would be \$299,000 for the duration of the agreement.

Appendix 212: PSEU – KCSO (Communication Specialists Supervisors) \$170,000

Appendix 212 to the CLA represents approximately 9 Communication Specialist Supervisors in the King County Sheriff's Office.

The wage range increase proposed for this bargaining unit includes increasing the wage range for the Communications Supervisor classification from range 60 to 62.

A premium pay incentive of 5% for supervisors to remain dispatch qualified is also included in the proposal.

Fiscal Impact The fiscal impact of the proposal would be \$170,000 for the duration of the agreement.

Appendix 220: Teamsters Local 763 – Department of Assessments \$440,000

Appendix 220 to the CLA represents 129 employees of the Professional & Office-Clerical Employees and Drivers, Teamsters Local 763 working in the Department of Assessments (DOA). This appendix covers DOA employees in multiple classifications. Wage range increases proposed for this bargaining unit include:

- Commercial Appraiser II from Range 58 to 59
- Current Use Evaluation Specialist from Range 57 to 58
- Residential Appraiser II from Range 56 to 57

Reimbursements The proposal would increase tuition reimbursement from \$250 to \$350 per employee per year; and would increase automobile reimbursements for Residential Appraisers from \$50 per month to \$100 per month. Commercial Appraisers would receive a new \$50 per month automobile reimbursement during the summer months (May through September).

Fiscal Impact The fiscal impact of this proposal would be \$440,000 for the duration of the agreement.

Appendix 260: WSCCCE, Council 2, Local 1652 – Public Health**\$2,000**

This appendix covers approximately 36 employees in the Medical Examiner's Office in Public Health, including classifications for administrative specialists, fiscal specialists, forensic autopsy technicians, forensic medico death investigators and health program assistants. No wage range increases are proposed for this bargaining unit; however, several provisions related to the unique nature of the work the unit performs is proposed including: defining "call outs" for emergent situations; indemnification for county employees; and outlining Autopsy Technician coverage for weekend employees.

Fiscal Impact The fiscal impact of this proposal would be \$2,000 for the duration of the agreement.

Appendix 272: WSCCCE , Council 2, Local 2084 FM – FMD**\$--**

Appendix 272 to the CLA represents 10 employees within the Department of Executive Services, Facilities Management Division.

No material changes are proposed for this bargaining unit.

Appendix 273: WSCCCE, Council 2, Local 2084-SC – Superior Court**\$32,000**

Appendix 273 to the CLA represents approximately 57 employees in Superior Court serving as administrative specialists and fiscal specialists providing support to the Juvenile Court; and juvenile probation counselors, who assess, supervise, and counsel clients involved in the juvenile justice system. Proposed wage range increases for this bargaining unit include:

- Admin Spec I - from 33 to 35
- Admin Spec II - from 35 to 39
- Admin Spec III - from 41 to 43
- Fiscal Spec II - 1 from 38 to 39

- Fiscal Spec IV - from 47 to 48

Fiscal Impact The fiscal impact of this proposal would be \$32,000 for the duration of the agreement.

Appendix 274: WSCCCE, Council 2, Local 2084SC-S – Superior Court²⁹ \$195,000

Appendix 274 to the CLA represents 8 supervisors in Superior Court who supervise employees in professional, technical, and administrative positions in the Court's Juvenile Court Services Division, primarily overseeing juvenile probation counselors who assess, supervise, and counsel clients involved in the juvenile justice system.

No material changes are proposed for this bargaining unit.

Appendix 275: WSCCCE, Council 2, Local 1652-R – DNRP \$48,000

Appendix 275 to the CLA covers approximately 39 industrial and hazardous waste employees in the Department of Natural Resources and Parks (DNRP) that are represented by Washington State Council of County and City Employees (WSCCCE), Council 2, Local 1652-R. Proposed wage range increase for this bargaining unit include:

- Admin Specialist I - from 33 to 35
- Admin Specialist II - from 37 to 39
- Admin Staff Asst - from 48 to 49
- Engineer I - from 54 to 55
- Engineer II - from 59 to 60
- Engineer III - from 64 to 65
- Engineer IV - from 69 to 70
- Industrial Waste Compliance Investigator II - from 62 to 63
- Industrial Waste Compliance Investigator III - from 67 to 68

Fiscal Impact The fiscal impact of this proposal would be \$48,000 for the duration of the agreement.

²⁹ Due to separately elected status, Superior Court has the authority to bargain working conditions while the Executive branch bargains wage and wage related issues. Therefore, for all Court contracts, the Executive negotiates a "wage contract" while there is a separate "working condition" contract that is negotiated and administered by the Court. The "wage contract" is included in the CLA while the "working conditions" contract is not. This is why the Superior Court appendices state "Wages Only" in the title.

Appendix 276: WSCCCE, Council 2, Local 2084-S – DAJD

\$31,000

Appendix 276 to the CLA represents approximately 11 employees who are first line supervisors in the Juvenile Division of the Department of Adult and Juvenile Detention, represented by the Washington State Council and County and City Employees (WSCCCE), Council 2, Local 2084-S.

Longevity Premium Longevity pay is increased from a flat amount to percentage of base pay. These changes include:

- At five years - 1% premium from \$0.54/hr
- At 10 years – 2% premium from \$0.81/hr
- At 15 years - 3% premium from \$1.08/hr

Appendix 330: PSEU – DAJD (Management)

\$--

Appendix 330 to the CLA represents approximately 10 employees who are managers in the Department of Adult and Juvenile Detention, represented by the Public Safety Employees Union.

Aligns a variety of provisions with the CLA and no other material changes are proposed for this bargaining unit.

Appendix 351: IUOE Local 302 – DNRP, DLS, DES

\$164,000

Appendix 351 to the CLA represents 85 employees (Equipment Operators) within the Departments of Natural Resources and Parks, Local Services, and Executive Services. This bargaining unit is represented by the International Union of Operating Engineers, Local 302.

Proposed wage range increases for this bargaining unit include:

- Equipment Operator In-Training - Range 47 to Range 49
- Equipment Operator - Range 50 to Range 52
- Equipment Operator-Lead - Range 54 to Range 56
- Landfill Gas Operator I - Range 51 to Range 53
- Landfill Gas Operator II - Range 59 to Range 61
- Wastewater Treatment Operator - Range 51 to Range 53
- Wastewater Treatment Senior Operator in Charge - Range 59 to Range 61
- Pump plant Operator - Range 45 to Range 46

- Solid Waste Preventive Maintenance Specialist - Range 48 to Range 49
- Solid Waste Preventive Maintenance Specialist nonCDL - Range 48 to Range 49
- Vegetation Specialist - 1 range, Range 49 to Range 50

Fiscal Impact The fiscal impact of this proposal would be \$554,000 for the duration of the agreement.

Appendix 352: Teamsters Local 117 – KCSO (Security Screeners) \$--

Appendix 352 to the CLA represents approximately 31 Security Screeners who work at the King County Sheriff's Office.

No material changes are proposed for this bargaining unit.

Appendix 370: King County Prosecuting Attorneys Association – PAO \$--

Appendix 370 to the CLA represents 87 non-senior deputy prosecutors in the Criminal Division and Juvenile Division of the King County Prosecuting Attorney's Office (PAO). Appendix 370 specifies that matters not related to wages are *covered* in a separate but parallel agreement between the Prosecuting Attorney and the Association.

No material changes are proposed for this bargaining unit; however, a wage future compensation study and reopener is included for deputy prosecuting attorneys.

Appendix 430: PSEU – KCTV \$--

Appendix 430 to the CLA represents 3 King County TV (KCTV) employees represented by PSEU (Public Safety Employees Union).

No material changes are proposed for this bargaining unit.

Appendix 446: King County Maritime Coalition – Metro Marine Division \$12,000

Appendix 446 to the CLA represents 32 staff members in Metro's Marine Division. This bargaining unit joined the Coalition in 2019. Premium pay for training of 2.4% is included for captains; and a annual footwear reimbursement of \$125 is provided for all employees not entitled to a boot allowance.

No other material changes are proposed for this bargaining unit.

Fiscal Impact The fiscal impact of this proposal would be \$12,000 for the duration of the agreement.

Appendix 447: PROTEC17 – DCHS

\$--

Appendix 447 to the CLA represents approximately 58 employees in the Finance and Administration section of the Department of Community and Human Services (DCHS), including business finance officers, fiscal specialists and contract specialists.

No material changes are proposed for this bargaining unit.

Appendix 448: PROTEC17 – DCHS

\$18,000

Appendix 448 to the CLA represents approximately 157 employees in the Department of Community and Human Services (DCHS), including project program managers, communications specialists, educator consultants, statistician, engineers and business and financial officers (outside of the Business and Finance Section).

No material changes are proposed for this bargaining unit.

Appendix 450: Teamsters Local 763 – KCSO

\$248,000

Appendix 450 to the CLA represents approximately 57 Communications Specialists in the King County Sheriff's Office. The proposed wage range increases for this bargaining unit include:

- Increase Communications Specialist Call receiver pay from range 43 to range 45
- Increase Communications Specialist Dispatcher pay from range 50 to range 51

The proposed agreement makes changes to bring the appendix in line with the CLA and makes no other material changes for the bargaining unit.

Fiscal Impact The fiscal impact of the proposal would be \$248,000 for the duration of the agreement.

Appendix 454: Teamsters Local 117 – Council (Legislative Analysts) **\$18,000**

Appendix 454 to the CLA represents 19 employees serving as Legislative Analysts to the King County Council. The CLA notes that the Legislative Analyst bargaining unit has the authority to negotiate the CLA provisions that govern hours and working conditions separate from the CLA.

The proposed wage range increases for this bargaining unit include:

- Legislative Analyst - from Range 65 to Range 66
- Supervising Legislative Analyst I - from Range 81 to Range 82

An existing telework Memorandum of Agreement would be memorialized with the appendix and sick leave and step increase provisions are brought in line with the CLA. No other material changes are proposed for this bargaining unit.

Fiscal Impact The fiscal impact of this proposal would be \$18,000 for the duration of the agreement.

Appendix 456: Teamsters Local 117 – Multiple Departments **\$--**

Appendix 456 to the CLA covers approximately 114 information technology managers and supervisors in the King County Department of Information Technology, Department of Executive Services, and other Executive branch agencies that are represented by Teamsters Local 117. Example classifications include but are not limited to: IT Manager; IT Services Supervisor, Customer Success Manager; IT Project Manager-Senior; Principal Technology Strategist.

No material changes are proposed for this bargaining unit.

Appendix 458: WSCCCE, Council 2, Local 2084-SC - Superior Court **\$--**

Appendix 458 to the CLA represents 16 employees in Superior Court who work as attorneys and specialists in the Court Appointed Special Advocates (CASA) Program serving children who have allegedly been abused or neglected.

No material changes are proposed for this bargaining unit.

Appendix 460: King County Security Guild – FMD**\$151,000**

Appendix 460 to the CLA represents 58 employees (Security Officers, Dispatchers, and Sergeants) within the Department of Executive Services, Facilities Management Division.

Wage range increases proposed for this bargaining unit include:

- Security officer from range 39 to 40
- Security officer Dispatcher from range 41 to 42
- Security Sergeant from range 45 to 46

Equipment Allowance. The proposed appendix would increase the annual safety shoe allowance from \$200 to \$300 per year.

Fiscal Impact The fiscal impact of this proposal would be \$151,000 for the duration of the agreement.

Appendix 461: Teamsters Local 117 JUA – Multiple Departments**\$325,000**

This appendix covers approximately 216 employees represented by the Teamsters Local 117, Joint Units Agreement (JUA), in a wide range of positions in the Department of Adult and Juvenile Detention, Public Health, Department of Local Services, Department of Natural Resources and Parks, Department of Executive Services, Department of Community and Human Services, and King County Elections. Positions range include (but are not limited to) cooks/bakers, inventory purchasing specialists, utility workers, truck drivers, chemical dependency screeners, and roads maintenance workers.

Wage range increases proposed for this bargaining unit include:

- Chemical Dependency Program Screener – from 36 to 41
- Chemical Dependency Program Screener Lead – from 39 to 44
- Print Shop Specialist I – from 37 to 39
- Print Shop Specialist II - from 40 to 42
- Print Shop Supervisor - from 48 to 53
- Cook/Baker I - from 43 to 44
- Cook Baker II - from 47 to 49

Alert Status Pay - Snow and Ice modification: all employees compensated overtime for all time worked while in support of snow or ice removal in an alert status, with 12 hour shifts, during a snow and ice emergency declared by the Roads Services Director/designee.

MOA to conduct wage study for some classifications, including Utility Workers and Crew Chiefs.

Fiscal Impact The fiscal impact of the proposed agreement would be \$325,000 for the duration of the agreement.

Appendix 464: PSEU – KCSO (Non-Commissioned Professional Employees) \$--

Appendix 464 to the CLA represents approximately 30 non-commissioned professional supervisors in the King County Sheriff's Office.

The proposal would amend provisions in the appendix to bring them in line with the CLA. No other material changes are proposed for this bargaining unit.

Appendix 465: Teamsters Local 117, DPD (Supervisors and Managers) \$169,000

Appendix 465 to the CLA represents 52 managers and supervisors in the Department of Public Defense. The proposed wage range increases for this bargaining unit include:

- Paralegal Supervisor increased from range 52 to range 56
- Public Defense Investigator Supervisor increased from range 59 to 62
- Public Defense Mitigation Specialist Supervisor increased from range 65 to range 69

Supervisor Ratio The supervisor ratio would be changed from 7 to 6 attorneys is considered full-time. Note - this change was already implemented per dept policy.

Fiscal Impact The fiscal impact of the proposal would be \$169,000 for the duration of the agreement.

Appendix 467: Teamsters Local 117, Ombuds / Tax Advisor \$--

Appendix 467 to the CLA represents eight employees within the Ombuds/Tax advisor's office who investigate complaints on administrative conduct by King County agencies and departments regarding possible violations of the King County Code of Ethics, reports of improper governmental action, and allegations of retaliation under the Whistleblower Protection Code. In addition, the Tax Advisor section of the Ombuds Office provides property owners with information regarding all aspects of the property tax assessment process.

There are no material changes proposed for this bargaining unit.



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance

Proposed No. 2025-0332.1

Sponsors Zahilay

AN ORDINANCE approving and adopting the Coalition Labor Agreement negotiated by and between King County and the King County Coalition of Unions representing employees in the departments of adult and juvenile detention, community and human services, elections, executive services, judicial administration, information technology, natural resources and parks, local services, public defense, and public health, the sheriff's office, the Metro transit department, the assessor, the council, district court, superior court, and the prosecuting attorney's office; and establishing the effective date of the agreements.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The Coalition Labor Agreement negotiated by and between King County and the King County Coalition of Unions representing employees in the departments of adult and juvenile detention, community and human services, elections, executive services, judicial administration, information technology, natural resources and parks, local services, public defense, and public health, the sheriff's office, the Metro transit department, the assessor, the council, district court, superior court, and the prosecuting attorney's office, which is Attachment A to this ordinance, is hereby approved and adopted by this reference made a part hereof.

21 Appended to the Coalition Labor Agreement are the following supplemental
22 agreements:

23 1. Coalition Labor Agreement (CLA) - Appendix for 012 Agreement between
24 King County and Service Employees International Union, Local 925 - Department of
25 Executive Services - Facilities Management Division [012];

26 2. Coalition Labor Agreement (CLA) - Appendix for 20 Agreement between
27 King County and Public Safety Employees Union - Superior Court Clerks - Judicial
28 Administration [020];

29 3. Coalition Labor Agreement (CLA) - Appendix for 21 Agreement between
30 King County and Public Safety Employees Union - Legal Administrative Specialists -
31 Department of Judicial Administration [021];

32 4. Coalition Labor Agreement (CLA) - Appendix for 35 Agreement between
33 King County and Office & Professional Employees International Union, Local 8 -
34 Department of Assessments [035];

35 5. Coalition Labor Agreement (CLA) - Appendix for 37 Agreement between
36 King County and Office & Professional Employees International Union, Local 8 - Dental
37 - Department of Public Health [037];

38 6. Coalition Labor Agreement (CLA) - Appendix for 38 Agreement between
39 King County and Office & Professional Employees International Union, Local 8 -
40 Departments: Public Health (Prevention Division), Community & Human Services
41 (Behavioral Health and Recovery Division) [038];

42 7. Coalition Labor Agreement (CLA) - Appendix for 40 Agreement between
43 King County and Professional and Technical Employees, Local 17 - Departments:
44 Executive Services, Natural Resources & Parks, and Local Services [040];

45 8. Coalition Labor Agreement (CLA) - Appendix for 43 Agreement between
46 King County and Professional and Technical Employees, Local 17 - Professional &
47 Technical and Transit Administrative Support Employees, Metro Transit Department
48 [043];

49 9. Coalition Labor Agreement (CLA) - Appendix for 46 Agreement between
50 King County and Professional and Technical Employees, Local 17 - Professional &
51 Technical - Department of Local Services, Executive Services, and Metro Transit [046];

52 10. Coalition Labor Agreement (CLA) - Appendix for 48 Agreement between
53 King County and Professional and Technical Employees, Local 17 - Information
54 Technology [048];

55 11. Coalition Labor Agreement (CLA) - Appendix for 50 Agreement between
56 King County and Professional and Technical Employees, Local 17 - Court Reporters -
57 Superior Court [050];

58 12. Coalition Labor Agreement (CLA) - Appendix for 55 Agreement between
59 King County and Professional and Technical Employees, Local 17 - Department of
60 Executive Services, Office of Emergency Management, [055];

61 13. Coalition Labor Agreement (CLA) - Appendix for 60 Agreement between
62 King County and Professional and Technical Employees, Local 17 - Departments: Public
63 Health, Community & Human Services [060];

64 14. Coalition Labor Agreement (CLA) - Appendix for 65 Agreement between
65 King County and Professional and Technical Employees, Local 17 - Supervisors -
66 Departments: Executive Services (Facilities Management Division, Fleet, Airport, Office
67 of Emergency Management), Natural Resources and Parks (Parks, Solid Waste), Local
68 Services (Roads) [065];

69 15. Coalition Labor Agreement (CLA) - Appendix for 66 Agreement between
70 King County and Professional and Technical Employees, Local 17 - Section Managers -
71 Departments: Natural Resources & Parks, Local Services, and Executive Services [066];

72 16. Coalition Labor Agreement (CLA) - Appendix for 70 Agreement between
73 King County and Washington State Council of County and City Employees, Council 2,
74 Local 21HD - Department of Public Health [070];

75 17. Coalition Labor Agreement (CLA) - Appendix for 100 Agreement between
76 King County and International Brotherhood of Electrical Workers (IBEW) Local 77 –
77 Departments: King County Information Technology, Local Services, Natural Resources
78 and Parks, and Public Health [100];

79 18. Coalition Labor Agreement (CLA) - Appendix for 153 Agreement between
80 King County and Teamsters Local 117: Capital Division Transit Capital Unit Managers
81 and Transit Capital Supervisors – Metro Transit Department [153];

82 19. Coalition Labor Agreement (CLA) - Appendix for 154 Agreement between
83 King County and Teamsters Local 117 - Professional & Technical and Administrative
84 Employees [154];

85 20. Coalition Labor Agreement (CLA) - Appendix for 155 Agreement between
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188 SECTION 2. Terms and conditions of the agreements shall be effective from
189 January 1, 2026, through and including December 31, 2028.

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. Coalition Labor Agreement 2026 - 2028 [000CLA0125]

**KING COUNTY
AND
KING COUNTY COALITION OF UNIONS
COALITION LABOR AGREEMENT**

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**KING COUNTY
AND
KING COUNTY COALITION OF UNIONS
COALITION LABOR AGREEMENT**

PREAMBLE

These Articles constitute an Agreement, the terms of which have been negotiated in good faith, between King County (the County) and the King County Coalition of Unions (the Coalition). This Agreement shall be subject to approval by ordinance by the Metropolitan King County Council (the Council) of King County Washington.

DEFINITIONS

- 1. Director:** Chief Officer or designee of an Executive Branch agency (i.e., departments, divisions, and offices), or the Chief Officer or designee of a separate branch of County government agency (i.e., Superior Court, District Court, Prosecuting Attorney’s Office, and Council).
- 2. Designee:** Representative selected by Director.
- 3. Comprehensive leave eligible employee/position:** Full-time regular, part-time regular, provisional, probationary, and term-limited temporary (TLT) employees.
- 4. Loco Parentis:** An individual who assumes the parental rights, duties, and obligations without going through the legal formality of adoption.
- 5. Agency:** Executive Branch of County government.
- 6. County:** Executive Branch and separate branches of County government.

PURPOSE STATEMENT

The Coalition Labor Agreement (CLA) reflects an approach to collective bargaining intended to establish common contractual provisions for the employees covered by this agreement that realize the parties’ joint interests in financial and operational stability and sustainability, and help create a mutually desirable, competitive and consistent employment package for the County’s highly capable workforce. The CLA was achieved through a collaborative bargaining process between the County and the Coalition.

COALITION INDIVIDUAL BARGAINING AGREEMENTS

- 1.** CLA bargaining occurred for the purpose of “bargaining standard practices, procedures, and CBA provisions.” The CLA “will bring greater efficiency to King County and support its Best Run Government principles. The CLA will meet the parties’ joint interests in financial and

operational stability and sustainability, and help create a desirable, competitive, and consistent employment package for the County's highly capable workforce."

2. Current Union's Collective Bargaining Agreements (hereinafter Appendix/Appendices) shall remain in effect unless modified by mutual agreement by the CLA.

3. Any lesser conditions contained in an Appendix shall be superseded by the conditions contained in this CLA. However, except where specifically stated otherwise in the CLA, nothing in the CLA shall deprive any employee of any superior benefit contained in their Union's Appendix.

4. Separate Branches of County Government. The parties agree that provisions in this CLA governing hours and working conditions do not apply to the Prosecuting Attorney's Office, Superior Court, District Court and Council. Those agencies have the authority to negotiate hours and working conditions separate and apart from this CLA.

ARTICLE 1: COALITION BARGAINING AGREEMENTS SUPERSEDING

In order for the County, the Coalition and the employees to further benefit from the concept of King County's Best Run Government initiatives and to find efficiencies related to those initiatives the following CLA Articles shall supersede language on the same Articles in the Appendix.

ARTICLE 2: MILITARY LEAVE

Employees shall receive military leave in accordance with County policy, state and federal law, as amended.

ARTICLE 3: UNPAID LEAVES OF ABSENCE

3.1. Short-Term Leaves of Absence. A leave of absence without pay, not covered by any other provision of this Agreement, for a period not exceeding 30 consecutive days may be granted to a comprehensive leave eligible employee by the employee's director.

3.2. Long-Term Leaves of Absence. The employee's director may grant a leave of absence without pay, not covered by any other provision of this Agreement, for nonmedical reasons for a period longer than 30 days. Requests for leaves of absence without pay that are for medical/health reasons for a period longer than 30 days must be approved by the Director of the Department of Human Resources. Long-term leaves may be unconditional, or conditional with any conditions set forth in writing at the time that the leave is approved with the understanding

that barring layoffs, the employer shall reinstate the employee to the same position or a position with equivalent status, pay, benefits and other employment terms upon the employee's return with no loss of seniority.

The layoff, seniority, and bumping rights in each individual Appendix shall be applied to employees who are taking leaves of absence.

3.3. Early Return. An employee who is on a leave of absence without pay, not covered by any other provision of this Agreement, may return from the leave before its expiration date if the employee provides the director with a written notice to that effect at least 15 days before the date of return.

ARTICLE 4: LEAVE FOR VOLUNTEER SERVICE

Comprehensive leave eligible employees may use up to three days (based on hourly schedule) of their accrued sick leave each year to perform volunteer services at a local school, or at a non-profit on the approved list for the Employee Giving Program. Employees requesting to use sick leave for this purpose shall submit such request in writing, per the County's leave request procedures, specifying the name of the school and/or organization and the nature of the volunteer services to be performed. Additionally, the employee's supervisor may request in advance that the employee obtain written proof of the service from the volunteer organization or school.

ARTICLE 5: JURY DUTY

5.1. A comprehensive leave eligible employee notified to serve on jury duty must inform their supervisor as soon as possible, but not later than two weeks in advance, regarding the date the employee is required to report for jury duty. The supervisor may reassign the employee to a shift and schedule that corresponds with jury duty. For purposes of this section, the shift and schedule are the hours and days, respectively, the employee is required to report or be available for jury duty.

An employee will receive their compensation, while on jury duty, in accordance with the appropriate Appendix.

5.2. When released from jury duty for the day, and/or when the total required assignment to jury duty has expired, the employee will notify their supervisor. The employee will be provided a reasonable time when dismissed from jury duty, as determined by the supervisor, before the employee must report back to work and their regular shift and schedule. Comprehensive leave eligible employees must deposit any jury duty fees received, exclusive of mileage, with the

Finance and Business Operations Division of the Department of Executive Services.

5.3. Employees who are ineligible for comprehensive leave benefits shall follow the notification procedures above, and shall be released from work duties for the duration of their assigned jury duty period, but shall not be compensated for their time spent on jury duty. These employees may retain any jury duty pay received.

Employees will receive their compensation, while on jury duty, in accordance with the appropriate Appendix.

ARTICLE 6: DONATED LEAVES

6.1. *Nothing in this Article impacts employees in any bargaining unit that has the ability to donate more or less sick leave than provided in Article 6.6.*

6.2. No Solicitation. All donations made under this Agreement are strictly voluntary. Employees are prohibited from soliciting, offering, or receiving monetary or any other compensation or benefits in exchange for donation of leave hours.

6.3. Approval for Donations. Donations require written approval from the comprehensive leave eligible donating and receiving employee's directors. If approved, the donated leave will be available the next full pay period after notification of the donation is received by Payroll from the Department of Human Resources (DHR).

6.4. No Cash Out of Donated Leave. Donated leave hours are excluded from all payouts and restorations.

6.5. No Accruals on Donated Leave. Accrued leave will not accrue on donated leave as it is used.

6.6. Eligibility to receive and use Comprehensive Leave Eligible Employee-to-Comprehensive Leave Eligible Employee or Emergency Medical Fund donated leave hours.

A. The receiving employee must have exhausted all paid leave accruals (e.g., vacation leave, sick leave, Benefit Time (BT) or Extended Sick Leave (ESL), holiday banked leave, comp-time) to use donated leave.

B. The receiving employee can only use donated leave for KCFML and FMLA qualifying reasons.

C. The leave for which the employee is requesting donations must be for a prolonged absence. A prolonged absence is considered to be 3 or more consecutive days. An employee may use donated leave intermittently after the employee's prolonged absence if the conditions in A and B above are met.

D. Vacation/BT leave hours. Except as provided under Section 6.9.B., the amount of donated vacation or BT time cannot exceed the donating employee's leave accrual balance at the time of donation.

E. Sick leave and ESL hours. An employee is limited to donating a total of 25 hours of accrued sick leave or ESL per calendar year, provided the donating employee's leave balance will be 100 hours or more following the donation.

6.7. Calculation of Donated Leave. All donated leave hours shall be converted to a dollar value base on the donor's straight time hourly rate at the time of the donation. The dollar value will then be divided by the receiving employee's straight time hourly rate to determine the actual number of hours received and placed in the receiving employee's donated leave bank.

6.8. Comprehensive Leave Eligible Employee-to-Comprehensive Leave Eligible Employee Donations.

A. A comprehensive leave eligible employee may donate a portion of their accrued leave hours, as provided under Subsections 6.6. D. and E. above, to another comprehensive leave eligible employee.

B. Donation limits, as provided under Subsections 6.6. D. and E. above, are exclusive of donations to the Emergency Medical Leave Fund under 6.9.

C. No Reversion of Donated Leave. Donated leave hours remain with the recipient and do not revert to the donor.

6.9. Comprehensive Leave Eligible Employee donations to an Emergency Medical Leave Fund.

A. An emergency medical leave donation program shall be activated or deactivated at the County's discretion based on the county's current need for such a program and consistent with requirements of federal tax law. When active, comprehensive leave eligible employee may donate a portion of their accrued leave hours (i.e., vacation leave, sick leave, BT, ESL) to an "Emergency Medical Leave Fund" (Fund) that is managed by DHR. The County will provide 30-day written notice to the Coalition Co-Chairs of their decision to deactivate or reactivate the program and, if the Coalition requests, the opportunity to bargain the impacts.

B. Donation of Vacation BT hours. An employee is limited to donating 80 hours of accrued vacation (or BT time) per calendar year to this Fund unless the employee's department director approves a greater amount.

C. Process and Conditions to receive hours from the Emergency Medical Leave Fund.

1. The comprehensive leave eligible employee must submit a request to DHR for hours.

2. The maximum donation an employee can receive per year is up to 80 hours based on the employee's normally scheduled hours during the biweekly pay period (e.g., 80, 74, or 70 hours), or 80 hours for employees on the semi-monthly payroll period who are normally scheduled for 40 hour workweeks, prorated for part-time employees.

3. Hours will be distributed on a first come first serve basis and only awarded prospectively (i.e., the leave will not be awarded retroactively to cover previous time in a no-pay status).

4. Given there is only a finite number of dollars in the Emergency Medical Leave Fund, there is no guarantee that hours will be awarded.

D. No reversion of donated leave. Donated hours not used by the donee within 60 calendar days of being awarded will be returned to the Emergency Medical Leave Fund and do not revert to the donor.

6.10. Donation of Vacation or Compensatory Hours to Nonprofit Organizations. Comprehensive leave eligible employees may convert accrued vacation or accumulated compensatory hours, or both, into a cash donation. This process must conform to KCC 3.12.222, as amended.

6.11. Donation to an Account or Program to Benefit Children of Deceased Employee. If an employee dies during employment, the executive may implement a process providing a one-time opportunity to allow comprehensive leave eligible employees to convert either accrued vacation or accumulated compensatory time hours, or both, to cash to benefit any children of the deceased employee who are under 23 years old at the time of the employee's death. This process must conform to KCC 3.12.224, as amended.

ARTICLE 7: PAID PARENTAL LEAVE

7.1. Paid Parental Leave (PPL) supplements a comprehensive leave eligible employee's accrued paid leaves to provide up to a total of 12 weeks of paid leave for a parent to bond with a new child.

7.2. Benefit Amount. An employee's supplemental parental leave benefit is calculated based on the employee's accrued leave balances at the time of the birth, adoption, or foster-to-adopt placement ("qualifying event"). In cases of adoption or foster-to-adopt placement, leave must be taken within one year of the child's birth or placement in the home. The employee will

receive the equivalent of their full salary for up to a total of 12 weeks, when combined with the employee's accrued leave (except for one week of sick leave and one week of vacation leave, or the equivalent for Benefit Time). The employee is permitted to use the supplemental leave first. Additionally, the employee may choose to take less than 12 weeks of leave. PPL is not subject to cash out. An employee who does not return to work for at least six months of continuous service following the leave, will be required to reimburse the County for the PPL funds received. If an employee is taking PPL intermittently, the six months begins after the last day the employee used PPL. This does not apply to an employee whose employment ends involuntarily, such as if the employee is laid off or medically separated.

7.3. Eligibility. The PPL benefit is available to all comprehensive leave eligible employees who have been employed with the County for at least six months of continuous service at the time of the qualifying event. An employee whose position is scheduled to end in a timeframe that would not enable the employee to return to work for six months following the leave, is not entitled to take PPL. If both parents work for the County, then each employee is entitled to up to 12 weeks of PPL.

7.4. Benefit Period. PPL must be used within 12 months of the qualifying event. An employee may use PPL on an intermittent or part-time basis, as long as it is consistent with the department's operational needs, and it is approved in writing by the employee's supervisor prior to the leave.

7.5. Concurrency. PPL will run concurrently with the County's family and medical leave, as well as federal and state family and medical leave laws, to the fullest extent permitted by law.

7.6. Job Protection. PPL is protected leave. Barring layoffs, an employee's job cannot be eliminated while the employee is on leave. Further, no retaliatory action may be taken against an employee for participating or planning to participate in the program.

7.7. Health and Leave Benefits. The employee will continue to receive all health benefits and shall continue to accrue vacation and sick leave during the period of PPL. For purposes of overtime calculations, PPL shall be considered the equivalent of sick leave.

ARTICLE 8: BEREAVEMENT LEAVE

8.1. Employees eligible for comprehensive leave benefits shall be granted up to five days, maximum 40 hours (pro-rata for part-time) bereavement leave per qualifying death of a member of the employee's immediate family. Leave must be taken within 18 months from the date of the death.

8.2. Immediate family shall be defined as the employee's:

A. spouse or domestic partner,

B. legal guardian, ward, or any person whom the employee has legal custody,

C. the following family members of the employee, the employee's spouse, or the employee's domestic partner:

1. a child,

2. a parent, (biological, adoptive, foster, stepparent, legal guardian, or a person who stood or stands in loco parentis),

3. a grandparent,

4. a child-in-law,

5. a grandchild, or

6. a sibling.

8.3. Employees who are not eligible for comprehensive paid leaves may be granted leave without pay, or may be allowed to use compensatory time, if available, for bereavement leave.

8.4. When a holiday or regular day off falls during the leave, it shall not be charged as bereavement leave.

8.5. Any additional paid leave may be approved by mutual agreement between the County and the employee.

ARTICLE 9: VACATION LEAVE CAP

9.1. All comprehensive leave eligible employees hired after December 31, 2017, shall have their accrued vacation leave balance capped at 320 hours. This shall not apply to any comprehensive leave eligible employees hired on or before December 31, 2017.

9.2. Employees eligible for vacation leave who work a 40-hour week may accrue up to either 480 or 320 hours (depending on the employee's hire date pursuant to Article 9.1). Comprehensive leave eligible employees not working a 40-hour schedule hired before January 1, 2018, will retain their vacation cap. Eligible part-time employees will receive vacation leave, prorated to reflect their normally scheduled work week. Employees shall use vacation leave beyond the maximum accrual amount on or before the last day of the pay period that includes December 31 of each year. Failure to use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the maximum amount unless the director has approved a carryover of the vacation leave because of cyclical workloads, work assignment or

other reasons as may be in the best interest of the County. The Department of Human Resources Director may develop procedures for authorizing carryover above the maximum.

ARTICLE 10: HOLIDAYS, ELIGIBILITY¹

10.1. Holidays. All comprehensive leave eligible employees shall be granted the following designated holidays with pay:

HOLIDAYS	
New Year's Day	January 1
Martin Luther King Jr., Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Indigenous Peoples' Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25

10.2. Day of Observance. *Unless otherwise provided in an Appendix*, for holidays falling on a Saturday, the Friday before shall be observed as the holiday. For holidays falling on a Sunday, the Monday following shall be observed as the holiday.

An employee must be eligible for leave benefits and in a pay status on the scheduled work day before and the scheduled work day following a holiday to be eligible for holiday pay. However, an employee who has successfully completed at least five years of County service and who retires at the end of a month in which the last regularly scheduled working day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday.

¹ This Article does not apply to employees with benefit time (BT).

10.3. Holiday Off on Regularly Scheduled Workday. All employees shall take holidays off on the day of observance using holiday leave, unless their work schedule requires otherwise for continuity of services, as determined by the County. Whenever a holiday occurs during a comprehensive leave eligible employee's regularly scheduled workday, and they receive the day off, the employee will receive compensation that reflects their regularly scheduled workday for that holiday.

10.4. Pay for Holidays Worked. Whenever a holiday occurs on a full-time comprehensive leave eligible employee's scheduled workday and they work that day, such employee will receive eight (8) hours holiday pay, *unless otherwise provided in an Appendix*. Employees assigned to an alternative work schedule, other than a 5/8 schedule, will receive no more than a maximum of eight (8) hours holiday pay when the observed holiday falls on their scheduled workday and they work that day, *unless otherwise provided in an Appendix*. Eligible part time employees will receive the holiday pay on a pro rata basis.

Employees required to work holidays shall be paid for such work in accordance with the appropriate Appendix.

10.5. Holiday Pay on Scheduled Day Off. For employees who work other than a 5/8 schedule and the holiday falls on their scheduled day off, the employee will be given a deferred holiday. The employee and supervisor will jointly select another day (preferably within the same pay period) to take as a holiday. FLSA overtime eligible employees who are given a deferred holiday shall receive compensation for that day that reflects their regularly scheduled workday.

This section does not supersede the holiday bank or holiday pay language in an Appendix.

10.6. Two Personal Holidays. Annually, comprehensive leave eligible employees shall receive two eight (8) hour personal holidays to be added to their vacation bank on the paycheck that includes February 1st. New employees eligible for comprehensive leave benefits who are hired on or before November 15th shall receive two personal holidays to be added to their vacation bank on the last day of the first pay period following their date of hire. Leave added to the vacation bank will be subject to all of the same provisions as accrued vacation contained throughout this Agreement.

These two personal holidays shall continue to be administered per contract language in each individual Appendix.

In no event shall there be more than two personal holidays awarded per year.

ARTICLE 11: FMLA/KCFML

11.1. Federal Family and Medical Leave Act.

A. As provided for in the Federal Family and Medical Leave Act (FMLA), an eligible employee may take up to 12 weeks of paid or unpaid leave in a single 12 month period for the employee's own qualifying serious health condition that makes the employee unable to perform their job, to care for the employee's spouse, child, or parent who has a qualifying serious health condition, to bond with a newborn child, adoption or foster care placement (leave must be taken within one year of the child's birth or placement), or for qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child or parent. An eligible employee who is a covered service member's spouse, child, parent, or next of kin may take up to 26 weeks of paid or unpaid FMLA leave in a single 12 month period to care for the service member with a serious injury or illness.

B. The leave may be continuous or intermittent, when medically necessary. Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster care child may only be taken when approved.

C. In order to be eligible for FMLA, an employee must have been employed by the County for at least 12 months and have worked at least 1,250 hours in the 12 month period prior to the commencement of leave.

11.2. King County Family and Medical Leave.

A. As provided by King County Code, an eligible employee may take up to 18 weeks of paid or unpaid King County Family and Medical Leave (KCFML) in a single 12 month period for the employee's own qualifying serious health condition, to care for an eligible family member who has a qualifying serious health condition, to bond with a newborn child, adopted child or foster care placement (leave must be taken within one year of the child's birth or placement), and for any qualifying reason under the FMLA or other family and medical leaves available under federal or state law.

B. The leave may be continuous or intermittent, when medically necessary. Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster care child may only be taken when approved. KCFML shall run concurrently with other federal, state and County leaves to the extent allowed, including but not limited to the FMLA, Washington State Paid Family and Medical Leave Act (WAPFML), and the Washington State Family Care Act.

C. In order to be eligible for KCFML leave under this Article, an employee must

have been employed by the County for at least 12 months and have worked at least 1,040 hours in the preceding 12 month period for a 40 week employee or 910 hours in the preceding 12 month period for a 35 hour week employee.

D. An employee who returns from KCFML within ~~90 days~~^{9/29/25} as provided under this Article is entitled to the same position the employee occupied when the leave commenced or a position with equivalent pay, benefits and conditions of employment.

KCFML Article 11.2 applies only to bargaining units whose labor agreements include the KCFML benefit.

11.3. Failure of an employee to return to work by the expiration date of leave under this Article may be cause for termination of the employee from County service.

11.4. To ensure that employees receive all protected leave they are entitled to while maintaining their salaried status; FLSA-exempt employees will remain FLSA-exempt while on intermittent FMLA/KCFML, but will be required to deduct all full and partial day FMLA/KCFML-related leave from their paid leave bank(s) and their FMLA/KCFML hours. If an FLSA-exempt employee's leave banks are depleted, the employee will continue to reduce the employee's FMLA/KCFML hours, and the employee will be unpaid for partial-day FMLA absences only. The employee will continue to be paid for other partial-day absences. Eligibility for and use of executive leave is not affected by this provision. Executive leave will continue to be used only in whole-day increments.

Nothing in this article is intended to supersede the seniority provisions included in the Teamsters Local 174 (CBA Code 160) Appendix.

ARTICLE 12: PROFESSIONAL DEVELOPMENT

King County shall offer a Professional Development Fund to finance a Career Development Scholarship Program that is available to King County Career Service and/or Regular employees represented by the Coalition. The County will fund the Program with \$250,000 on January 1st of each year of the contract. The Scholarship funds will be administered by the King County Department of Human Resources (DHR), and will be awarded to individual employee applicants for training, education and professional development opportunities based on DHR developed criteria and using DHR developed processes.

ARTICLE 13: SUPPORTED EMPLOYMENT PROGRAM

13.1. Supported employees performing bargaining unit work will be covered by the terms

of the applicable Appendix. Supported employee classifications and assigned wage ranges have been established in the County's classification system* and shall be accreted in all Appendices. Any contract terms identified by either party that conflicts with the needs of the Program will be discussed or bargained as appropriate in an expedited manner. With respect to any contract "bumping" rights under a reduction in force article, only those in supported employee classifications may bump others in supported employee classifications. Additionally, because the jobs are tailored to individuals' abilities and experience, the program manager and the Department of Human Resources director must review and approve any bumping decisions and notify the appropriate Union of the decision.

13.2. Though the job duties of a supported employee may cross job classifications, bargaining units and/or Union jurisdiction boundaries, no Public Employment Relations Commission (PERC) Unfair Labor Practice Complaints (ULPs) or grievances will be filed based on the work assigned to a supported employee or allegations of bargaining unit work "skimming." The parties understand that the process used to assign duties will reflect a "customized employment process" wherein job duties may be "carved" from various assignments and places to create a single supported employee assignment. Because a key component to a successful program includes flexibility in assigning job duties based on operational need and employee growth, as well as the ability to increase responsibility as skills grow, duties will vary and may change over time. For this reason, the parties to this Agreement expressly waive the legal right to file PERC ULP complaints or grievances regarding bargaining unit "skimming" by supported employees. Should these "carved" duties no longer be assigned to a supported employee, said duties will revert to the bargaining units where they originated.

13.3. Supported employees will be represented and pay dues, as appropriate, to the Union representing the majority of the work assigned. If there is no clear majority, the Union representing the plurality of the work assigned will represent the employee. Should a party to this Agreement (County or Union(s)) contest the Union representation assigned to a position, that party will notify the other party (County or appropriate Union(s)) and they will meet to discuss the dispute. Issues, concerns or disputes regarding the representation of bargaining unit work assigned to supported employees will be discussed by the Union(s) jointly with the program manager and the appropriate Office of Labor Relations labor negotiator. Employees will be allowed and expected to continue performing their duties, newly identified and/or previously assigned, while the dispute is discussed. The parties may involve the King County Alternative Dispute Resolution (ADR) staff to help them discuss and resolve disputes. An unresolved dispute will be presented to a PERC

mediator selected by the parties. This process will be completed in an expedited manner. An employee's job coach may be included in discussions about represented bargaining unit work that has been assigned.

13.4. The parties acknowledge the possibility that a supported employee may be assigned to perform work that is currently non-represented. If, however, the employee is assigned both non-represented and represented work, the employee will be treated as represented, as long as the duties that are represented are not a de minimis portion of the duties as a whole. This is without prejudice to the fact that the non-represented duties remain non-represented.

* Supported Employment Classifications include Supported Employment Program (SEP) Associate I (#4220100) - KC Squared Table Wage Range 27; SEP Associate II (#4220200) - KC Squared Table Wage Range 32; SEP Associate III (#4220300) - KC Squared Table Wage Range 35; and SEP Park Specialist (#4220000) - KC Squared Table Wage Range 35.

ARTICLE 14: RECLASSIFICATION AND RESULTING PAY

14.1. The Department, an employee, or a group of employees may request their position to be reclassified. Temporary and term limited temporaries may not request position reclassification, but term limited temporaries may be reclassified as part of a group classification as described in section 14.1.C, below. Except if appealed pursuant to Section 14.4.B., all reclassification requests will be completed within twelve (12) months of being submitted by the employee(s).

A. Reasons for Filing a Reclassification Request.

- (1) An employee's position is not assigned to the appropriate job classification, or
- (2) A significant or gradual change in an employee's on-going duties or responsibilities over a period of at least one-year, or
- (3) Reorganization or council action causes the duties of a position to change.

B. Eligibility Limits. An employee is not eligible to submit a reclassification request:

- (1) if it has been less than 12 months since the date of a previous classification determination for the position, or
- (2) the employee is on probation, or
- (3) the employee is on a Performance Improvement Plan, or

- (4) the employee is asking for a reclassification for a special duty or temporary position.

C. Group Reclassification Requests. A group reclassification may be submitted if all employees' positions are in the same classification within the same section of a division; this can include TLT employees, provided the group includes at least one regular employee. DHR will evaluate each position individually; therefore, reserving the right to place positions into different classifications, if warranted. Nothing in this paragraph prevents an individual employee from exercising their Section 14.4.A rights under this Article (Reconsideration of a Classification Decision).

14.2. Effective Date of Reclassification, Pay, and FLSA Status.

A. Implementation of a Classification Decision. The change in classification will be initiated upon acceptance of the classification decision, or expiration of the reconsideration period, as applicable.

B. The table below summarizes the effective date and resulting pay when an employee's position is reclassified to job classification within a higher pay grade, the same pay grade, or a lower pay grade.

Reclassification to	Effective Date	Pay Upon Reclassification
Higher pay grade	Start of the pay period following receipt of the completed reclassification request form at Compensation and Classification Services in the Department of Human Resources.	1st Step of the pay range of the new classification or the step that is at least 5% above the former rate of pay, whichever is greater. Additional discretionary steps may not be awarded. Pay may not exceed Step 10 unless the employee is already receiving merit-over-top. If pay includes merit-over-top, pay is calculated using the merit-over-top amount and may result in merit-over-top upon reclassification.
Same pay grade	Start of the pay period following	The step of the pay range

	receipt of the completed reclassification request form at Compensation and Classification Services in the Department of Human Resources.	which is closest to and not less than the step that the employee received before the reclassification. Pay may not exceed Step 10 unless the employee is already receiving merit-over-top. If pay includes merit-over-top, the employee will continue to receive merit-over-top.
Lower pay grade	Start of pay period at least 30 calendar days after notification of the classification determination from the Department of Human Resources.	Highest step in the new pay range that does not exceed the current pay rate. If pay includes merit-over-top, pay is calculated using the merit-over-top amount and may result in merit-over-top upon reclassification.

C. FLSA Status Change Upon Reclassification.

1. When an employee's position is reclassified retroactively into a classification with a different FLSA status, the change in FLSA status shall be prospective only, even though the change in classification and resulting pay may be applied retroactively.

2. When an employee's position is reclassified from an FLSA-exempt classification to an FLSA non-exempt classification, the employee will be paid overtime pay prospectively.

3. When an employee's position is reclassified from a FLSA non-exempt classification to a FLSA-exempt classification, the employee shall receive a cash out of all accrued compensatory time and if reclassified to an executive leave eligible position, will be eligible to receive executive leave in accordance with the terms of the Appendix or Executive Leave, Pay and Leave Practices for Exempt Employees Policy.

14.3. Probation Upon Reclassification. There shall be no probationary period following a reclassification.

14.4. Reconsideration of a Classification Decision.

A. Request for Reconsideration. A regular employee or a group of regular

employees has 30 calendar days to submit a request for reconsideration of a classification decision to DHR. Employees without email, will be asked to verify receipt of a paper copy of the decision, and will have 30 calendar days from the date of receipt. A regular employee must request reconsideration prior to filing a grievance or an appeal to the Personnel Board. Failure to request reconsideration to DHR in 30 calendar days shall be considered as acceptance of the reclassification decision. A group of regular employees may fill out one request for all included individuals, or one or more of the regular employees may submit individual requests for reconsideration. TLTs may request reconsideration only if they are a member of group reclassification request filed by regular employees that are requesting reconsideration.

B. Appeal of a Classification Reconsideration Decision.

1. A regular employee or a group of regular employees may appeal the reconsideration decision through the grievance process under Article 26, with Union concurrence, submitted at Step-4 Arbitration, or to the Personnel Board, but not both. If the group appeal includes a TLT, the decision effecting the regular employees shall also be applied to the TLT. The appeal shall be filed in writing to the appropriate Department with a copy to the DHR Director.

2. A regular employee or a group of regular employees has 30 calendar days to appeal the reconsideration decision. If the appeal is made through the grievance process, timelines are pursuant to those set forth in Article 26. The timeline would begin from the date of the verification of receipt outlined in Section 14.4 above. The regular employee, group of regular employees and the County may only present classifications that are active at the time of the hearing to the arbitrator or the Personnel Board.

3. Failure to submit an appeal within 30 calendar days shall be considered as acceptance of the reconsideration decision.

C. Notification of Reclassifications and Requests. The applicable Union(s) shall be notified of reclassification requests and/or decisions impacting their bargaining units, via the monthly report provided by DHR.

ARTICLE 15: SPECIAL DUTY

15.1 Definitions.

A. Special Duty Assignment – When an employee in a regular position is temporarily assigned to an existing classification, and the duties comprise the majority of the work performed for a minimum of 30 calendar days.

1. Temporary employees, including TLTs, are not eligible for special duty

assignments.

2. Base Position – The employee’s underlying position while on special duty assignment.
3. Base Union – The Union that represents the employee’s base position.
4. Acting Union – The Union that represents the special duty position or body of work.

15.2. Duration.

A. Depending on the type of special duty assignment needed, an assignment may be made for a minimum of 30 calendar days and a maximum of five years, as outlined in the following circumstances:

1. 30 days to 12 Months – Shall be approved by the director or designee to provide additional staffing:

(a) Due to work that exceeds either the volume and/or complexity of what is routine and is for a limited duration.

(b). Due to unforeseen work caused by unique circumstances, which are not expected to reoccur.

(c) Needed to either develop and/or implement, a new function, system, or proposal.

(d) To backfill for a vacant regular position.

2. Up to Three Years – Shall be approved by the Director of Human Resources or designee: To perform a significant or substantial body of work such as a non-routine project or related to the initiation or cessation of a County function, project or department.

3. Up to Five Years – Shall be approved by the Director of Human Resources or designee:

i. To backfill a regular position, when:

a) An employee is absent because of an extended leave of absence for a medical reason;

b) An employee is absent because of military service; or

c) An employee is absent because of a special duty or other assignment.

ii. To staff or backfill staff on a clearly defined grant-funded, capital improvement, or information systems technology project.

B. FLSA-exempt special duty assignments shall be made in full-workweek increments, from Saturday through Friday.

C. An employee's special duty assignment will end when management becomes aware that the employee's absence will exceed 30 consecutive calendar days or at the conclusion of a 30-day absence, whichever occurs first.

15.3. Recruitment.

Special duty positions shall be posted, and a selection process will be conducted for special duty assignments. Notice shall be provided to the affected work group or department (if appropriate) at least 10 days prior to filling the position.

A. The County reserves the right to fill with a 29-day working-out-of-class assignment or special duty position while conducting a selection process.

B. If an employee is hired into a regular position and served in a special duty position doing the same or substantially similar work of the regular position within one year of that hire, the employee shall receive credit towards the employee's probationary period for the time served in the special duty role. If the time served in that special duty position was longer than the required probationary period, the employee's probationary period shall be considered served.

C. *The special duty rotation provisions in the Professional and Technical Employees, Local 17 Public Health and Professional and Technical Employees Appendix will still apply (CBA Code 060).*

15.4. Pay.

A. An employee on special duty assignment that has a higher top step rate of pay will be placed at the first step of the special duty classification pay range or be paid a flat 5% above the employee's base rate of pay, whichever is higher.

B. If an employee's pay in their base position includes hourly longevity and/or merit pay, such as merit-over-top, pay for the employee's special duty assignment is calculated using the hourly longevity and/or merit pay amount and may result in merit-over-top pay while in special duty.

C. An employee on special duty will continue to advance through the wage steps of their base pay range while on special duty. If the employee is at their top step in the base classification, the employee will advance to the next step of the special duty classification.

D. Special duty pay shall not be considered part of an employee's base pay rate for purposes of pay rate determination for promotion or reclassification, cash-out of vacation, BT, ESL, or sick leave, or vacation or sick leave donations. If an Employee who served in the Special

Duty Assignment is hired into the position, step placement on promotion into a special duty classified position shall be the first step of the position that does not result in a loss of pay the employee was paid when working the special duty position; however, the appointing authority may place the promoted Employee at a higher step when the appointing authority determines this action is warranted based on the criteria set forth in the King County Personnel Guidelines and KCC 3.15.130, as amended.

E. If the special duty assignment is FLSA non-exempt, the employee's special duty pay will be used for the computation of overtime and compensatory time.

F. When the special duty assignment is completed, the employee's pay shall revert to the pay rate the employee is eligible to receive under the terms of their Appendix.

G. Compensation, hours of work, and applicable contractual working conditions shall be consistent with the acting (i.e., special duty) union's collective bargaining agreement from the time the employee is placed in the assignment until the time the employee returns to their base position. Contractual provisions relating to the base position (e.g., reduction in force and seniority) shall continue to apply during the special duty assignment.

15.5. Paid Leave While on Special Duty.

Paid leave taken while on a special duty assignment shall be at the employee's special duty pay rate.

15.6. FLSA Status Change.

Below summarizes how compensatory time and executive leave are handled when there is an FLSA status change between the employee's base position and the special duty assignment:

FLSA Change	FLSA Non-Exempt Base Position to FLSA Exempt Special Duty	FLSA Exempt Base Position to FLSA Non-Exempt Special Duty
Compensatory Leave	Accrued compensatory leave cannot be used when in a FLSA exempt special duty. Any accrued compensatory time will be cashed out prior to starting a special duty assignment that is FLSA exempt.	The employee is eligible to earn compensatory time in lieu of overtime pay while in the FLSA non-exempt special duty assignment pursuant to the terms of the Appendix covering the Special Duty position. Prior to ending the FLSA non-exempt special duty assignment, the employee must be paid for any unused compensatory time before returning to the FLSA exempt base position.

		Payment for the compensatory time will be paid using the special duty pay rate.
Executive Leave	Employees are eligible for executive leave while in a FLSA exempt special duty assignment expected to last at least six months. The Executive Leave award is in accordance with the terms of the Appendix. The employee must use the executive leave by the end of the year it is awarded and before returning to the non-exempt base position. Executive leave cannot be cashed out or carried over to the next calendar year.	The employee must use accrued executive leave while in the special duty assignment and by December 31 of the year in which it is awarded. Executive leave cannot be cashed out or carried over the next calendar year.

15.7. Seniority Accrual. An employee on Special Duty will continue to accrue seniority in their base classification.

ARTICLE 16: CONTRACTING OUT

The County shall not contract out work which the members of the Union have historically performed unless it is required by law or is a business necessity due to an emergency situation or to augment the workforce on a short-term, temporary basis. Except for emergency situations, the County shall provide notice to the Union of its intent to contract out and, upon request, bargain the decision and/or effects of that decision. Except as provided herein, under no circumstance shall the County agree to any long-term or permanent contracting out of bargaining unit work. Nothing in this provision shall limit what the County has historically contracted out, and no jobs will be eliminated due to contracting out.

ARTICLE 17: TLT POSITIONS

Term Limited Temporary (TLT) employees will not be used to supplant regular Full-time Equivalent (FTE) or Career Service positions.

Nothing in this Article is intended to supersede TLT language provided for in the individual Appendix that is not expressly covered in this Article.

ARTICLE 18: JOB POSTING

18.1. Employees are encouraged to seek advancement within their specific work units, as well as within the County as a whole. All open regular and TLT positions that are represented by the Coalition shall be posted on the County website and in Human Resources, for a minimum of 14 calendar days.

18.2. Special duty job postings will be consistent with Article 15. TLT positions will also be posted as Special Duty opportunities.

18.3. Regular and TLT employees that are represented by the Coalition who meet a positions' minimum qualifications and pass any required test for the position will be given a first interview, either by phone or in person, whichever is applicable in the process.

18.4. When an employee is not selected for a position, they shall be notified in writing following completion of the recruitment process. If an employee requests a meeting for feedback after the recruitment process is complete, human resources will meet with the employee to review the process and provide feedback on how to improve as a candidate and/or offer resources to better prepare for future recruitments. Any grievance remedies relating to alleged violations under Article 18.4 shall be limited only to providing an opportunity for the employee to solicit and to receive feedback. In no instance shall a remedy result in a reposting or placement of an employee who applied and was not selected for the position.

ARTICLE 19: PUBLIC RECORDS REQUEST

When documents in an individual employee's personnel, payroll, supervisor, training, safety, or medical file are the subject of a public records request, the Employer will provide the employee notice of the request in advance of the intended release date. If the Employer receives a public records request for personal information (RCW 42.56.250(4)) for the entire membership of the Union working for the Employer, the Employer shall notify the Union as soon as possible and prior to the release of the information.

ARTICLE 20: UNION NOTIFICATION

If the Department of Human Resources has the information in the employee records, it will supply the Union with the following information within approximately five working days of a new employee's date of hire or new Union eligibility:

- 1.** First and last name
- 2.** USPS mail address
- 3.** Home, work, and/or cell phone number

4. Work e-mail address
5. Job classification/title
6. Department
7. Division
8. Work location
9. Date of hire
10. Hourly or salary pay status
11. Rate of pay
12. FTE status (if applicable)
13. Personal e-mail address

ARTICLE 21: UNION ENGAGEMENT

21.1. Steward Training. During each year of this Agreement the Union's principal officer may request that Union stewards be provided with up to one work day of release time without loss of pay to participate in the steward training programs sponsored by the Union.

21.2. The Union shall submit to the Office of Labor Relations and the Division as far in advance as possible, but at least two weeks in advance, the names of those stewards who will be attending training. Time off for these purposes shall be approved in advance by the employee's supervisor. The approval of such time off shall not be unreasonably denied for arbitrary and/or capricious reasons. When granting such requests, the Department/Division will take into consideration operational needs.

21.3. New Employee Orientation (NEO) - Union Presentation. The County agrees to allow the Unions to meet the new bargaining unit employees following hire. Approximately five working days before the Union meets with the employee during the NEO period, a list of names of employees who shall be attending shall be forwarded to the Union.

21.4. Release Time for New Employees. The County shall provide each new bargaining unit employee 30 minutes of paid release time to meet with the Union within the first month of employment.

ARTICLE 22: UNION LEAVE

22.1. Upon written application, a regular employee elected or appointed to a Union office that requires all of their time shall be given a leave of absence without pay from work, normally not to exceed a period of five years. The employee shall not suffer a loss of bargaining unit seniority rights and shall accumulate the same during such leave. Leave may not be approved for more than one employee at a time per Department.

22.2. A regular employee designated by the Union to serve on official Union business that requires a part of their time shall be given a leave of absence without pay from work, provided it can be done without detriment to County services and at least 48 hours written notice is given to the Division. The employee shall not suffer a loss of bargaining unit seniority rights and shall accumulate the same during such leave.

ARTICLE 23: USE OF COUNTY BULLETIN BOARDS & ELECTRONIC DEVICES

23.1. Bulletin Boards. The County agrees to provide bulletin boards in areas accessible to the members for the use of Union officers and stewards to post announcement of meetings, election of officers, and any other Union materials. No materials of a political nature can be posted.

23.2. Electronic Devices. The County will permit Union officers and stewards the use of electronic mail, fax machines, copiers, telephones, video conferencing and similar equipment to communicate regarding Union business related to the County. These communications will be consistent with state law and the County's Acceptable Use of Information Assets Policy, as amended. The communications and the use of the County's equipment and systems must be brief in duration and frequency. In no circumstance shall use of the County's equipment or systems interfere with County operations or result in additional expense to the County. The parties understand and agree there is no guarantee of privacy in the communications described herein and that such communications may be subject to disclosure under the Public Records Act.

ARTICLE 24: REIMBURSEMENT FOR PERSONAL TRANSPORTATION

All employees who have been authorized to use their own transportation on County business shall be reimbursed at the rate established through ordinance by the County Council. King County provides coverage for liability to a third party, and property damage to an employee's personal vehicle, if the use of an employee's personal vehicle was authorized, the employee is traveling during their work day (not commuting), and they were acting in good faith and within the course and scope of their employment.

This does not supersede benefits outlined in the Transportation Article in the Department of Assessments, Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763 Appendix (CBA Code 220).

ARTICLE 25: INSURED BENEFITS

The County provides group medical, dental, vision, disability, accidental death and

dismemberment, and life insurance plans for regular, probationary, and term-limited temporary employees as provided under the terms of the Joint Labor Management Insurance Committee of Unions “JLMIC” Benefits Agreement. The plan designs, plan features, cost co-share terms and other terms and conditions of the plans are negotiated by representatives of the County and labor organizations that are parties to the JLMIC. All labor organizations that are signatory to this Agreement agree to the JLMIC Benefits Agreement, as amended.

ARTICLE 26: GRIEVANCE PROCEDURE

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

26.2. No Discrimination. Employees will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of their grievances.

26.3. Grievance Definition and Timelines. A grievance is defined as an allegation by either party to this Agreement that a violation of one or more terms of this Agreement (or its Appendices) has occurred. Timelines under this Article may be extended by mutual agreement in writing, by the parties responsible for addressing the grievance at each step. Unless mutually agreed between the parties responsible for addressing the grievance at each step no grievance step may be bypassed. If the final calendar day falls on a Saturday, Sunday, County recognized holiday or on a day the County is closed for business, the next following normal day of business will be considered the final calendar day.

A. Grievances of Disciplinary Action. Regular employees are subject to a just cause standard for discipline.

(1) Grievances of disciplinary action involving suspension, demotion, or termination shall enter the grievance process at STEP 2.

(2) No other verbal, written performance or counseling documents shall be considered discipline that may be appealed to any level of this process.

(3) The provisions of this Article will not apply to appointed, probationary, temporary, provisional and term-limited temporary employees if they are disciplined or discharged because said employees are “at will” and not covered by the “just cause” requirement of this Agreement.

26.4. Class Action Grievance. Grievances that allege the same violation(s) of the

Agreement (inclusive of its Appendices), seeks the same remedy and involve more than one grievant shall, at the union's request, be submitted at STEP 2 as a Class Action Grievance.

26.5. Exclusive Representative. The Union will not be required to press employee grievances if in the Union's opinion, such lack merit. With respect to the processing, disposition and/or settlement of any grievance, including hearings and final decision of any Arbitrator, the Union will be the exclusive representative of the employee. If an employee also has access to the Personnel Board for adjudicating a disciplinary or reclassification grievance, selection by the employee of one procedure will preclude access to other procedures. If the employee chooses to access the Personnel Board for the adjudication of disciplinary or reclassification issues, this decision shall waive the Union's legal obligations for representation, unless the employee and Union mutually agree otherwise. Copies of all written reprimands, suspensions, disciplinary demotions, or discharges shall concurrently be forwarded to the Union.

26.6. Access to Grievance Procedure. Though employees will have no independent unilateral privilege or right to invoke the grievance procedure, an employee's complaint may be presented to their supervisor. If the issue is not resolved, it may be referred to STEP 1.

26.7. STEP 1 - Supervisor/designee- A grievance must be presented in writing by the shop steward or the Union representative within 30 calendar days of the occurrence or employee/Union knowledge of such grievance. The grievance shall be presented to the employee's supervisor or designee and will describe the event or circumstances being grieved, the provision(s) of the Agreement(s) that have allegedly been violated and the remedy sought.

A. The supervisor/designee will meet with the employee and Union representative to discuss the grievance within 15 calendar days of the receipt of the STEP 1 grievance.

B. The supervisor/designee will issue a written decision to the employee and the Union within 15 calendar days following the discussion.

C. If the Union does not pursue the grievance to STEP 2 within 15 calendar days after receiving the supervisor/designee's written decision, the grievance will be precluded from further appeal.

D. Supervisors and managers shall initiate their grievances at STEP 2.

STEP 2 - Director/designee- The grievance will be presented in writing to the director for investigation, discussion, and written reply.

A. The director/designee will meet with the employee and Union to discuss the grievance within 15 calendar days of the receipt of the STEP 2 grievance.

B. The director/designee will issue a written decision to the employee and the Union within 15 calendar days following the discussion.

C. If the Union does not pursue the grievance to STEP 3 within 15 calendar days after receiving the director's/designee's written decision, the grievance will be precluded from further appeal.

STEP 3 - Office of Labor Relations -Labor Negotiator

A. The Labor Negotiator will meet and/or discuss the grievance with the Union within 15 calendar days of the receipt of the STEP 3 grievance.

B. The Labor Negotiator will issue a written decision to the employee and the Union within 15 calendar days following the meeting and/or discussion.

C. If the Union does not pursue the grievance to STEP 4 - Arbitration within 15 calendar days after receiving the Labor Negotiator's written decision, the grievance will be precluded from further appeal.

STEP 4 - Arbitration - Should the decision of the Labor Negotiator at STEP 3 not resolve the matter, the parties may arbitrate the dispute utilizing the process set forth below.

A. Selection Process. The representatives for the parties will select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon a third party to serve as an arbitrator, then the arbitrator will be selected from a panel of 11 names furnished by Public Employment Relations Commission (PERC), Federal Mediation and Conciliation Services (FMCS), or the American Arbitration Association (AAA). If the FMCS or AAA options are utilized, and the selected arbitrator's principal place of business is not in Washington, Oregon, California, Idaho, Nevada, Utah, Montana, or Wyoming, the parties shall conduct the arbitration remotely. The arbitrator will be selected from the list by both the County representative and the Union representative each alternately striking a name from the list until only one name remains. Both parties will participate in a coin toss to determine who goes first for the arbitrator strike process. The remaining name will serve as the arbitrator. The arbitrator's decision will be final and binding upon all parties to the dispute.

B. Arbitrator's Authority Limited. The arbitrator will have no power to add to, subtract from, disregard, modify or otherwise alter any terms of this Agreement, or to negotiate new agreements, but will have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

C. Arbitration Expenses. The arbitrator's fee and expenses will be paid equally by the County and the Union. The court reporter's fee and expenses, if mutually agreed

upon in advance, will be paid equally by the County and the Union. Each party will pay the full costs and fees of its representatives, including attorney's fees and the expenses of any witnesses appearing on its own behalf, regardless of the outcome of the arbitration and regardless of the subject matter of the dispute. Adverse County employee witnesses will be granted time off using their own paid leave whenever operationally feasible, with advance notice.

D. Mediation. Any party, at any time during the grievance process, can request mediation as a form of alternative dispute resolution. If mediation is requested, an impartial mediator will be selected by mutual agreement. The parties will preferably mediate the dispute using the King County Office of Alternative Dispute Resolution.

26.8. CLA Interpretation Grievances. The parties share an interest in a consistent interpretation of CLA Articles; therefore, an interpretation of a CLA Article between a Union and a County representative is not binding on the parties unless advanced to the County and Coalition CLA Co-chairs for their concurrence.

A. An interpretation grievance is one that rests on the interpretation of the CLA. It is distinguished from a grievance pertaining to an Appendix or discipline grievance.

B. CLA interpretation grievances may be directly advanced to STEP 3 by agreement of the Labor Negotiator and Union to be addressed by the Co-chairs.

C. The designated County and Coalition Co-chairs will meet monthly, or as needed, to discuss pending grievances. Dates and times will be mutually agreed upon and identified in writing. Co-chair(s) may invite the Union representative(s), Labor Negotiator(s), and County representative(s) involved in the grievances on that meetings' agenda.

D. At the CLA interpretation meeting, the parties will attempt to resolve the grievance. If a resolution to the grievance is not reached within 15 calendar days of the meeting the parties will clarify their positions in writing so the dispute is clear. Within 15 calendar days following clarification of their respective positions, either party may advance the grievance to STEP 4 (Arbitration).

ARTICLE 27: DISCIPLINE AND SUNSET CLAUSE

27.1. No regular employee shall be disciplined except for just cause (consistent with Article 26.3.A). The County will employ the concept of progressive discipline in appropriate cases. The County's policy is that discipline is corrective rather than punitive in nature. It is understood that there may be egregious cases that may result in discharge, disciplinary transfer, or other disciplinary actions, that do not require corrective action.

A. Performance Improvement Plan (PIP). Employees who are assigned a PIP shall be given a good faith opportunity to complete their PIP before any progressive discipline related to the PIP is issued to the employee, unless there are instances of misconduct or gross performance issues.

B. Letters of Expectations/Memoranda of Counseling. Letters of Expectations or Memoranda of Counseling shall not be included in Personnel Files but may be included in Supervisory files with a copy to the Union.

27.2. Written reprimands, suspensions, demotions, or discharges must be given by registered or certified mail or personally with a written acknowledgment of receipt. Copies of all written reprimands, suspensions or discharges shall concurrently be forwarded to the Union.

27.3. Letters of reprimand shall not be used for progressive discipline after a period of 18 months from the date of issuance, other than for purposes of showing notice; provided the employee has not been disciplined during the 18 months.

27.4. All time limits set forth in this Section that refer to working days, shall include Monday through Friday and exclude all County recognized holidays.

27.5. Investigations will typically be completed within 90 calendar days after the division or agency director is made aware of a credible allegation of misconduct. The time to complete the investigation may be extended by the division or agency if another agency is investigating the event (e.g., police agency, Ombuds) or if evidence necessary to complete the investigation is not reasonably available to complete the investigation during the 90 calendar day investigation period. If the investigation time period is extended, the division will notify the employee(s) under investigation and the Union and both will be provided with the basis for the extension and the expected date the investigation will be completed.

A. Written reprimands, notices of intent to suspend, demote or discharge must be executed within 30 calendar days following conclusion of the investigation, unless otherwise mutually agreed to by the parties.

B. Following the County's notice of intent to suspend or discharge, a Loudermill hearing should be offered and a decision made within 30 calendar days of the notice, unless otherwise mutually agreed to by the parties.

Nothing in this article is intended to supersede the Teamsters Local 174 (CBA Code 160) and the Service Employees International Union Local 925 (CBA Code 011) Appendices.

ARTICLE 28: ECONOMIC EQUITY

28.1. Should any non-Coalition bargaining unit within King County reach a more favorable combined general wage increase and benefit funding rate, the Coalition reserves the right to reopen this Agreement to bargain the impacts of that decision.

28.2. This provision will not apply to Sherriff's deputies, Captains or Majors, Marshals, Paramedics, interest arbitration decisions, or to job classifications that receive market based increases.

28.3. If the County can demonstrate that bargaining units outside of the Coalition made economic offsets in negotiations to increase wages or benefits, the reopener will not apply.

ARTICLE 29: COMPENSATION

29.1. Wage Rates General Wage and Cost of Living Increases (GWI and COLA).

A. All eligible employees who are represented by Unions signatory to this Agreement shall receive a general wage increase (GWI) of 3.75% effective January 1, 2026.

B. All eligible employees who are represented by Unions signatory to this Agreement shall receive a general wage increase (GWI) of 3.75% effective January 1, 2027.

C. In addition to the wage increase for 2026 and 2027, there will be one cost-of-living adjustment (COLA) effective January 1, 2028.

D. The COLA formula will be 95 percent of the average growth rate of the six prior bi-monthly year-over-year percentages in the Seattle-Tacoma-Bellevue Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items, base period 1982-84=100) (CPI-W) through June of the year prior to the year in which the COLA will be applied. For example, the wage adjustment for January 1, 2028, shall be calculated as the average of the year-over-year percentages from the August 2026, October 2026, December 2026, February 2027, April 2027, and June 2027 values of the CPI-W.

Regardless of the result calculated using this formula, the 2028 COLA shall not be more than 4% and shall not be less than 3%.

29.2. Ratification Bonus. Effective upon the first day of the first full pay period following the effective date of the ordinance, which is ten days following the King County executive's approval signature, or January 1, 2026, employees will be eligible to receive a one-time \$1500 ratification incentive. This ratification incentive will only be paid to employees per the terms of eligibility reflected in the Compensation Settlement for Implementation of Retroactive Increases MOA. The County reserves the right to reopen this section to continue bargaining over a ratification incentive for any bargaining units who do not reach successful ratification of this

successor CLA and execute a fully signed appendix agreement by or before September 26, 2025. Additionally, the County reserves the right to transmit the CLA through the full ratification process, along with all appendices that have been ratified and executed by September 26, 2025, and implement those agreements.

29.3. New employees will be automatically enrolled in the Deferred Compensation Program according to the following terms: three percent (3%) of gross wages, inclusive of add-to-pays and overtime, will be withdrawn from each paycheck on a pre-tax basis with an option to also enroll in annual auto increases every January 1st. While the open enrollment process will default to the auto-enrollment for deferred compensation, employees have the option to “opt out” at any time during open enrollment. They may also opt out of the program at any other time after they have enrolled.

29.4. Step Progression. Step progression between steps 1 and 10, or the steps as provided under the Appendix, will not be based on merit, performance, or performance evaluations.

ARTICLE 30: SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted state or federal legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portions of this Agreement shall not invalidate the remaining portions thereof; provided, however, upon such invalidation, the parties agree to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 31: SICK LEAVE²

31.1. Comprehensive leave eligible employees shall accrue sick leave benefits at the rate of 0.04616 hours for each eligible hour in paid status, excluding overtime and excluding the use of donated leave pursuant to Article 6, up to a maximum of 3.6928 hours per bi-weekly pay period for employees on a standard full-time 80 hour bi-weekly schedule, unless additional sick leave accruals are required by law. There shall be no limit to the number of sick leave hours that an employee eligible for comprehensive leave benefits may accrue and carry over from year-to-year, except as listed below.

A. Short-term temporary employees shall accrue sick leave at the rate of 0.025

² This article does not apply to employees with benefit time (BT).

hours for each hour in pay status. Short-term temporary employees may carry over 40 hours of unused sick leave to the following calendar year. At the end of the pay period that includes December 31, all accrued sick leave over 40 hours will be forfeited.

B. Sick leave accrual rates for a comprehensive leave eligible employee who works other than a standard full-time 80 hour bi-weekly schedule shall receive prorated accruals based on their normally scheduled work week.

C. All employees shall accrue sick leave from their date of hire.

D. An employee is not entitled to use sick leave until the first day following the pay period in which it was accrued.

31.2. Separation from or termination of County employment except by reason of retirement shall cancel all sick leave accrued to the employee as of the date of separation or termination. Should the employee resign, in good standing, be separated for medical reasons or be laid off and return to County employment in a leave eligible position within two years, accrued sick leave shall be restored.

A. Employees eligible for comprehensive leave benefits who have successfully completed at least five years of County service and who retire as a result of length of service or who terminate by reason of death shall be paid, or their estates paid for as provided for by RCW Title 11, as applicable, an amount equal to 35% of their unused, accumulated sick leave multiplied by the employee's base rate of pay plus merit and/or hourly longevity pay, if applicable, in effect upon the date of leaving County employment, less mandatory withholdings. Retirement, as a result of length of service means an employee is eligible, applies for and begins drawing a pension from PERS, PSERS or the City of Seattle Retirement Plan immediately upon terminating County employment. If a retiree who cashes out their sick leave is rehired within 12 months, that employee is entitled to restoration of the sick leave balance that was not cashed out. A retiree who returns to work will not be entitled to any cash out of their restored sick leave balance when they leave County employment.

31.3. If the injury or illness is compensable under the County's workers compensation program, then the employee has the option to augment or not augment wage replacement payments with the use of accrued sick leave.

31.4. An employee who has exhausted all of their sick leave may use accrued vacation leave before going on a leave of absence without pay, if approved by their appointing authority.

31.5. Paid sick leave may be used for the following reasons:

A. For self-care or to care for a family member:

1. Due to a mental or physical illness, injury, or health condition,
 2. To obtain medical diagnosis, care, or treatment of mental or physical illnesses, injuries, or health conditions, or
 3. To receive preventative care.
- B.** For absences that qualify for leave under the Domestic Violence Leave Act, RCW 49.76.
- C.** In the event the County facility the employee works in is closed by a public official for any health-related reason, or when an employee's child's school or place of care is closed by a public official for a health-related reason, or after the declaration of an emergency by a local or state government or agency, or by the federal government.
- D.** To increase the employee's or a family member's safety, when the employee or the employee's family member has been a victim of trafficking under RCW 9A.40.100.
- E.** For family and medical leave available under federal law, state law or County ordinance.
- F.** Employee's exposure to contagious diseases and resulting quarantine.
- G.** To allow the employee to prepare for, or participate in, any judicial or administrative immigration proceeding involving the employee or employee's family member.
- 31.6.** For purposes of paid sick leave, a "family member" is:
- A.** A spouse or domestic partner,
 - B.** A child, including a biological, adopted, foster child, a stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian or is a De Facto parent, regardless of age or dependency status, or the child of the employee's domestic partner,
 - C.** The parent of an employee, employee's spouse, or employee's domestic partner. Parent includes, biological, adoptive, de facto, foster, stepparent, legal guardian, or a person who stood or stands in loco parentis to the employee, employee's spouse, or employee's domestic partner.
 - D.** A grandparent, grandchild, or sibling.
 - E.** Any individual who regularly resides in the employee's home or where the relationship creates an expectation that the employee care for the person, and

that individual depends on the employee for care.

31.7. An employee injured on the job may not simultaneously collect sick leave and workers' compensation payments in a total amount greater than the regular pay of the employee, though an employee who chooses not to augment the employee's workers' compensation time loss pay through the use of sick leave shall be deemed on unpaid leave status.

A. An employee who chooses to augment workers' compensation payments with the use of accrued sick leave shall notify the workers' compensation office in writing at the beginning of the leave.

B. An employee may not collect sick leave and workers' compensation wage replacement pay for physical incapacity due to any injury or occupational illness that is directly traceable to employment other than with the County.

31.8. Verification of sick leave use is pursuant to RCW 49.46.210 and County policy, procedures and guidelines.

ARTICLE 32: VACATION LEAVE³

32.1. Comprehensive leave eligible employees shall accrue vacation leave benefits for each hour in paid status excluding overtime and excluding the use of donated leave pursuant to Article 6, as follows:

Months of Service	Current Hourly Accrual Rate	Approximate Days/Year	Maximum Hours Per Bi-Weekly Pay Period
0	0.05384	13.9984	4.307
48	0.05770	15.00200	4.616
96	0.06160	16.01600	4.928
120	0.07700	20.02000	6.160
192	0.08080	21.00800	6.464
204	0.08470	22.02200	6.776
216	0.08850	23.01000	7.080
228	0.09240	24.02400	7.392
240	0.09620	25.01200	7.696
252	0.10010	26.02600	8.008
264	0.10390	27.01400	8.312
276	0.10780	28.02800	8.624

³ This article does not apply to employees with benefit time (BT)

288	0.11160	29.01600	8.928
300	0.11540	30.00400	9.232

Nothing in this Section is intended to supersede the vacation accrual tables/vacation caps in Appendices for Prosecuting Attorney's (CBA Codes 155 and 370), Department of Public Defense (CBA Codes 462 and 465), WSCCCE, Council 2 CASA (CBA Code 458), and 446 Maritime Coalition.

32.2. For employees employed prior to January 1, 2018, maximum annual vacation leave accrual is 480 hours for employees working the 40-hour work week and 420 hours for employees working the 35 hour work week.

A. Vacation accrual rates for a comprehensive leave eligible employee who works other than the full-time schedule standard for their work unit shall receive prorated accruals based on their normally scheduled work week.

B. Comprehensive leave eligible employees shall accrue vacation leave from their date of hire in a benefit eligible position.

C. Comprehensive leave eligible employees may use vacation leave hours beginning on the first day of the pay period following the pay period in which it was accrued. Employees who leave County employment prior to successfully completing their first six months of County service shall forfeit their vacation leave hours and are excluded from the vacation payoff provisions contained in this Agreement.

D. No employee eligible for leave shall work for compensation for the County in any capacity during the time that the employee is on vacation leave.

E. When a current employee dies with accrued vacation leave and the employee has successfully completed their first six months of County service in a comprehensive leave eligible position, payment of unused vacation leave up to the maximum accrual amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

F. If an employee resigns, is laid off, or is separated for nondisciplinary reasons from a full-time regular or part-time regular position and subsequently returns to County employment within two years from the resignation, layoff, or nondisciplinary separation, the employee's prior County service shall be counted in determining the vacation leave accrual rate.

G. Comprehensive leave eligible employees shall be paid for accrued vacation leave to their date of separation up to the vacation accrual cap, if they have successfully completed their first six months of County service and are in good standing (e.g., not terminated for cause or resigned in lieu of discharge). Payment shall be the accrued vacation leave multiplied by the

employee's base rate of pay, plus merit, and/or hourly longevity pay, if applicable, in effect upon the date of leaving County employment, less mandatory withholdings.

H. Effective January 1, 2018, new comprehensive leave eligible employees will be capped at 320 hours of vacation leave for employees working a 40-hour work schedule. Employees not working a 40-hour schedule hired before January 1, 2018, including TLT's, will retain their vacation cap.

I. *Vacation bidding, and/or the manner in which vacation leave is approved, shall be governed by the individual Appendix.*

ARTICLE 33: WORKING OUT OF CLASS

33.1. Working-out-of-classification occurs when an employee in a regular position is temporarily assigned the duties of a higher paid classification for less than 30 consecutive calendar days. Employees working-out-of-classification may not be required to perform all the responsibilities of the higher-level classification, and therefore may continue to perform some of the responsibilities of their base position.

33.2. Working-out-of-classification assignments must occur in full day/shift increments.

33.3. While working-out-of-classification, the employee will receive a 5% working-out-of-classification pay premium. Any overtime earned while working-out-of-classification will include the 5% premium. Paid leave (e.g. vacation, sick, executive leave, bereavement) while working-out-of-classification shall be at the rate of the employee's base position (without the 5% pay premium).

33.4. If a working-out-of-classification assignment exceeds 29 consecutive calendar days, the assignment will be converted prospectively to a special duty assignment.

ARTICLE 34: TRANSPORTATION BENEFITS

Eligible employees will receive the transportation benefits provided in King County Code.

ARTICLE 35: LEAVE FOR EXAMINATIONS

Employees eligible for comprehensive leave benefits shall be entitled to necessary time off with pay for the purpose of taking County qualifying or promotional examinations. This shall include time required to complete any required interviews.

ARTICLE 36: ORGAN DONOR LEAVE

36.1. Comprehensive leave eligible employees shall be granted leave for organ donation in accordance with King County Code 3.12.215, as amended.

A. Comprehensive leave eligible employees who are voluntarily participating as donors in life-giving or life-saving procedures such as, but not limited to, bone marrow transplants, kidney transplants, or blood transfusions to take ten (10) days paid leave without having such leave charged to family leave, sick leave, vacation leave or leave of absence without pay; provided that the employee shall:

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

2) Provide written proof from an accredited medical institution, organization or individual as to the need for the employee to donate bone marrow, a kidney, or other organs or tissue or to participate in any other medical procedure where the participation of the donor is unique or critical to a successful outcome.

3) Time off from work for the purposes set out above for more than ten (10) working days shall be subject to existing leave policies under this Agreement.

ARTICLE 37: UNION MEMBERSHIP

37.1. Upon authorization by an individual employee to the Union, the County shall provide for payroll deductions of union dues, initiation fees, assessments, and other fees as certified by the Union including COPE (or similar funds).

37.2. The Union shall have the option to transmit to DHR, by the cut-off date for each payroll period, the name and Employee ID number of Employees who have, since the previous payroll cut-off date, provided authorization for deduction of dues and/or COPE, or have changed their authorization for payroll deductions.

37.3. The County shall honor the terms and conditions of each employee's union membership and payroll deduction authorization(s).

37.4. The County, including its officers, supervisors, managers and/or agents, shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities.

37.5. An employee may revoke their authorization for payroll deductions of payments to their union by written notice to the union in accordance with the terms and conditions of their

membership authorization. Every effort will be made to end the deductions effective on the first payroll, and not later than the second payroll, after receipt by the County of confirmation from the union that the terms of the employee's authorization regarding dues deduction revocation have been met.

37.6. The County will refer all employee inquiries or communications regarding union membership to the appropriate union.

37.7. The Union shall, only as to deductions made from members of its bargaining unit, indemnify, defend and save the County harmless against any claim, demand, suit or other form of liability asserted against it as it relates to such deductions. If requested by the Union in writing, the County will surrender any such claim, demand, suit or other form of liability to the Union for defense and resolution.

ARTICLE 38: EQUAL EMPLOYMENT OPPORTUNITY

38.1. The County and the Union shall not unlawfully discriminate against any individual employees with respect to compensation, terms, conditions or privileges of employment by reason 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.

38.2. Allegations of unlawful discrimination or alleged violations of this Article shall not be a proper subject for adjudication under the grievance arbitration procedure. Alleged violations of discrimination standing alone may be advanced to Step 3 of the grievance procedure and may not be advanced to arbitration. Such grievances that are not resolved or withdrawn may be referred by the grievant to the appropriate government agency. Grievances in which allegations of discrimination or violations of this Article are a component, and not the sole alleged violation, may otherwise be subject to arbitration. However, the allegation of discrimination shall be barred from advancement to arbitration and may be referred by the grievant to the appropriate government agency, while the grievance and remaining alleged violations may be advanced to arbitration.

ARTICLE 39: TELECOMMUTING

39.1. For Executive Branch employees, the County will administer employee requests for alternative work schedules and telecommuting in accordance with its policies, as amended. Requests for alternative work schedules and/or modified telecommuting arrangements by

employees will not be unreasonably denied. If any request is denied it will be denied in writing and state the business reason for the denial.

39.2. The parties commit to negotiating in good faith over any and all changes to the Telecommuting Policy that involve mandatory subjects of bargaining moving forward during the life of this Agreement.

ARTICLE 40: BILINGUAL PAY

40.1. Bilingual Pay Position Designation. Effective prospectively upon ratification and implementation of the CLA, the County at its sole discretion will determine whether the use of one (1) or more specific non-English language or American Sign Language (ASL) is desired or required for specific job duties and positions. Employees in such designated positions are eligible to receive bilingual pay premiums as defined below. The County may end or modify the assignment of job duties and/or the designation of a position that qualifies for bilingual pay premiums at any time, which will result in the immediate termination of the bilingual pay premium. Any employee deemed ineligible for a bilingual premium shall not be required to provide bilingual services.

40.2. Employee Eligibility and Pay Premiums. Employees in bilingual pay premium eligible positions must demonstrate sufficient language proficiency in the target language as determined by the County. Employees may be required to successfully retest their language proficiency at any time. Job classifications that have core interpreter/translator functions (e.g., Medical Interpreter/Translator, Public Defense Interpreter, Language Services Specialist) are ineligible to receive bilingual pay premiums. Under no circumstances will an employee receive more than one bilingual pay premium or additional bilingual pay premiums for proficiency in multiple languages. The hourly premium is excluded on all hours compensated but not worked.

A. Bilingual Skills Desired Pay Premium. Eligible employees whose job duties include the “desired” use of one (1) or more specific non-English language or ASL will receive a \$1.00 per hour premium on actual hours worked. Position must have specific non-English language(s) or ASL proficiency indicated as “desired” by the County in the job posting or other written notice for the position.

B. Bilingual Skills Required Pay Premium. Eligible employees whose job duties include the “required” use of one (1) or more specific non-English language or ASL will receive a \$2.00 per hour premium on actual hours worked. Position must have specific non-English language(s) or ASL proficiency indicated as “required” by the County in the job posting or other

written notice for the position.

40.3. Testing. Testing and release will be provided in accordance with Article 44 of the CLA.

40.4. Indemnification. The County shall indemnify employees consistent with King County Code 2.21.060.

ARTICLE 41: DURATION

This Agreement and each of its provisions (including Appendices) shall be in full force and effect, applied prospectively, following full and final ratification by each of the parties, unless a different effective date is specified for the provision. This Agreement covers the period of January 1, 2026 through December 31, 2028.

NON-SUPERSEDING CLA ARTICLES

ARTICLE 42: SAFETY GEAR AND EQUIPMENT ALLOWANCE

42.1. Where the division requires employees to wear safety footwear that meets ASTM standards said employees will receive up to total of three hundred seventy-five dollars (\$375.00) per calendar year, per employee, in accordance with the division's policy and procedures.

42.2. Personal Protective Equipment (PPE) - the department/agency shall provide each employee with required PPE equipment and replace same as needed. The County will determine what constitutes protective safety wear based on job assignment. All county-provided PPE, and any uniforms authorized by individual appendices, shall include sizing for all genders and body types.

ARTICLE 43: AFTER HOURS SUPPORT

43.1. After Hours Support (AHS) is off duty time during which hourly employees may be required to be on standby ready and able to report to work, called-out to report back to their workplace, or technical call out to work remotely through technological means and is not required to report back to the workplace.

A. Standby.

1. Each division director/designee will maintain a written list of all staff who have been designated for standby.

2. Employees will be given ten business days' notice, in writing, of their designation to standby, or of schedule changes.

3. Written notice may be waived by written mutual consent between division director/designee and employee.

4. Standby schedules will be posted in a place visible to all employees in that work group.

5. In instances where the County, due to emergency or business reasons, must terminate or modify the standby schedule, the division will provide as much notice of schedule change as practicable.

6. Equipment: The County will provide all assigned After Hours Support staff with a two-way electronic device when working After Hours Support.

7. Employees will be paid ten percent of their base hourly rate for all hours on standby.

B. Physical Call-Out (PCO).

1. A minimum of four (4) hours at the overtime rate (inclusive of travel and time actually worked) shall be given for each call-out when the employee is required to report back to their workplace; except, if the PCO is within four hours of their shift start time, the employee will only be paid for the actual hours at the overtime rate. If the PCO exceeds the initial four hours, the actual hours worked shall be at the overtime rate of the employee's base hourly pay rate except if such time coincides with the employee's work shift in which case the employee will be paid their regular base hourly rate of pay.

2. An employee who has a County vehicle and can report directly to a work location and is not required to report to their workplace, will be paid two hours of overtime. If the PCO exceeds the initial two) hours, the actual hours worked will be paid at the overtime rate except if such time coincides with the employee's work shift, in which case the employee will be paid their regular base hourly rate of pay.

3. Parking expenses shall be reimbursed on presentation of a receipt, if an employee is called out to a work location outside of the employee's regular working hours.

C. Technical Call-Out (TCO). Employees will be paid a ten-minute minimum or the actual number of minutes worked, whichever is greater, at the appropriate overtime rate of pay. Subsequent call outs within the same ten-minute period will not receive additional compensation until after that period has expired.

43.2. If an employee is called to perform a TCO and it is determined they will need to perform a PCO, the provisions for the PCO will prevail.

ARTICLE 44: TRAINING AND LICENSING/CERTIFICATION

44.1. The County shall pay for any certification/license fees (except for driver's licenses), continuing education, and training that is required by the County for the position. This includes necessary release time that is preapproved if release time is necessary during an employee's regular work hours.

44.2. The County will reimburse the Department of Licensing fees associated with an employee maintaining their Commercial Driver's License (CDL) endorsement(s) (also called Commercial Driver's License Renewal) if the position is required to have a CDL endorsement(s). Driver's license renewal fees, or CDL endorsement fees that are not required by the County for the position will not be reimbursed.

ARTICLE 45: PARKING

45.1. Employees will be required to pay for parking at the employee parking rates established in the King County Code, as amended, for the Goat Hill and King Street Center garages.

45.2 Employees will be required to pay \$10 per month for parking in the Patricia H. Clark Children and Family Justice Center (CCFJC) parking garage; except, when the employee is using their personal vehicle for County business for the day in which case they shall be reimbursed for the parking cost(s).

ARTICLE 46: WAIVER AND COMPLETE AGREEMENT

46.1. Waiver. The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. Unless otherwise agreed by the parties, all letters, agreements, and understandings in effect prior to the effective date of this Agreement are deemed null and void with the effective date of this Agreement.

46.2. Modifications. For the duration of this Agreement, the County and the Union may, with mutual consent, negotiate modifications, including additions, deletions, and changes, to the terms of this Agreement. No modification will become effective without a written agreement, signed by both the County and the Union(s) that defines the specifics of the modification.

APPROVED this _____ day of _____, 2025.

By: _____
King County Executive

For The King County Coalition of Unions:



Maria Williams, President/Executive Director
Coalition Co-Chair
Teamsters, Local 117

9/29/25

Date

For The King County Coalition of Unions:

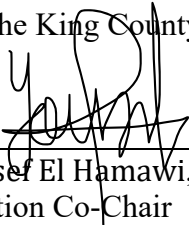


Michael Gonzales, Senior Business Agent
Coalition Co-Chair
Teamsters Local 174

9/29/25

Date

For The King County Coalition of Unions:



Youssef El Hamawi, Union Representative
Coalition Co-Chair
Professional and Technical Employees, Local 17

9/29/25

Date

MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
KING COUNTY COALITION OF UNIONS
REPRESENTING
KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS
UNDER THE
COALITION LABOR AGREEMENT

Subject: Longevity/Incentive Pay for Administrative Support Classifications

WHEREAS, the King County Coalition of Unions (Coalition) represent certain Coalition administrative support classifications; and

WHEREAS, King County (County) and the Coalition have entered in to an agreement to provide merit pay to certain administrative support classifications;

Now THEREFORE, the parties have agreed as follows:

1. The terms set forth in this Agreement shall apply to all positions which are in the following classifications and which are currently represented by labor organizations in the Coalition covered under the terms and conditions of the Coalition Labor Agreement:

Fiscal Specialist 1 – 4
Administrative Specialist 1 – 4
Customer Service Specialist 1 – 4
Technical Information Processing Specialist 1 – 4
Administrative Office Assistant
Public Health Administrative Support Supervisor
Administrative Staff Assistant
Payroll Specialist

The classifications referenced under this section shall be referred to as “Coalition administrative support classifications” and shall not include positions covered by Coalition bargaining units eligible for interest arbitration.

2. Regular employees in Coalition administrative support classifications shall be eligible to receive a longevity-merit award under this Agreement, as outlined under Subsection A, or the merit pay as provided under KCC 3.15.020(C)(3) and as administered under King County Performance Appraisal and Merit Pay System as outlined under Subsection B, but not both. Existing bargaining units that have elected their preferred option as defined in Subsection A or Subsection B as a group as part of these negotiations and that selection will remain in effect for the duration of this Agreement.

A. Longevity-Merit Pay. Existing bargaining units with eligible employees who have elected this plan will receive a wage increase of 1.5% above Step 10 upon completing 15 years of service with the County, and a 3.0% increase (not cumulative with the 1.5% increase after 15 years) above Step 10 upon completing 20 years of service with the County; provided, however, that an employee is eligible for the above Step 10 premium only if they receive at least a 3.25 rating on the prior year's performance evaluation. For purposes of this provision, years of service shall be based on the employee's Adjusted Service Date as that term is defined in the King County Personnel Guidelines. The requirement that the employee earn at least a 3.25 rating on the performance evaluation shall be waived for any year in which the employee did not receive a performance evaluation prior to the start of the calendar year. There shall be no limit or quota on the number of employees eligible to receive this wage premium above Step 10.

B. Merit Pay. It is the parties' intent to not simultaneously provide employees with both: a) the wage premiums referenced in Subsection A of this Agreement, and b) an above-top-step merit premium program. Therefore, existing bargaining units with employees which have eligibility for above-top-step merit pay as provided under KCC 3.15.020(C)(3) and as administered under the King County Performance Appraisal and Merit Pay System under their appendix, that have elected as a group to be covered by the Merit Pay System, are not eligible for longevity-merit pay under Subsection A of this Agreement; however, such bargaining units have elected to forgo above-top-step merit for their members who are part of the Coalition in order for those members to be eligible for the longevity-merit pay under Subsection A of this Agreement. This provision would give employees who are covered by these administrative support coalition negotiations the option of: a) continuing to receive above-top-step merit pay they have access to under their respective bargaining unit's existing collective bargaining agreement, or b) receiving the wage premium under Subsection A of this Agreement.

C. For newly formed bargaining units, employees must elect their preferred option (as defined in Subparagraph A and Subparagraph B above) and as a group and must indicate their selection within 60 days from formation of a bargaining unit, and that selection will remain in effect for the duration of this Agreement. Employees who do not have the merit pay provision under their appendix shall only be eligible for longevity-merit pay under Subparagraph A.

D. For employees who participate in the Western Conference of Teamsters Pension Trust ("WCTPT") plan, longevity-merit pay and merit pay is calculated on their base salary including the County's contribution on their behalf to the WCTPT and excluding any add-to-pays they are eligible to receive. All terms and conditions of the "000U0513 MOA" regarding Process for calculating Longevity Pay for the Administrative Coalition bargaining units that participate in the Western Conference of Teamsters Pension Trust shall apply.

3. With respect to wages for Coalition Administrative Support Positions, the parties historically utilized the same process as was agreed to in the September 30, 2008 "Ground Rules for King County Administrative Support Coalition Bargaining" and market surveys conducted for those negotiations were based on the following list of jurisdictions:

1. Snohomish County
2. Pierce County
3. City of Seattle
4. City of Bellevue
5. City of Tacoma

6. City of Everett
7. City of Redmond
8. City of Renton
9. City of Kent
10. Port of Seattle

4. This Agreement shall remain in effect through December 31, 2028.

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY
AND
THE KING COUNTY COALITION OF UNIONS**

Subject: Cross-Jurisdictional Special Duty Assignments

Introduction:

The purpose of this Memorandum of Agreement by and between the King County Coalition of Unions (the Coalition) and King County (the County) is to memorialize an agreement reached between the parties regarding cross-jurisdictional “special duty (SD)” assignments. Recognizing that cross-jurisdictional SD assignments will continue to occur in King County, the parties have worked collaboratively to establish applicable rules relating to representation issues presented by these assignments.

Agreement:

The parties agree to the following:

1. King County Notification: The County will provide the affected unions a monthly list of all cross-jurisdictional SD assignments approved for a duration of greater than six months.

2. Pay Progression in SD Assignments: Step progression is governed by the terms of the base union’s collective bargaining agreement (CBA), Coalition Labor Agreement (CLA) or personnel policies if the assignment is in a non-represented position, as appropriate. Although current practice regarding pay progression in special duty assignments is not changed by this Agreement.

3. Payment of Union Dues:

a. For assignments limited in duration to six months or less, the employee shall continue to be represented by the base union and continue to pay dues to the union representing the employee’s base classification.

b. For assignments greater than six months in duration, the employee will temporarily cease paying dues to the base union and will pay dues to the union representing the assignment (special duty union). Dues payment shall be consistent with the CLA, from the time the employee is placed in the assignment until the employee returns to their regular assignment. In this circumstance, the employee will not pay dues to the base union during the assignment, unless the employee chooses to pay dues to both unions. The participating unions shall waive initiation fees. If the assignment is initially approved for six months or less, but is extended beyond six months, the employee will begin paying dues to the special duty union once the assignment extends beyond six months.

c. For assignments wherein a non-represented employee is assigned to a position that is represented, the same rules as in a and b will apply.

d. For assignments wherein a represented employee is assigned to a position that is not represented, the employee will continue to pay dues to and be represented by the base union as provided under the following sections.

4. Standing and Seniority: Members will remain “in good standing” consistent with the Local Union Bylaws when dues payments are waived by the base union due to an assignment which exceeds six months. Employees’ seniority rights and standing with their base unions will be governed by the relevant base union’s CBA.

5. Duty of Representation: The unions agree that, should a representational need arise during the assignment, all representational obligations will lie with the union to which the member is working in an assignment; except, the base union will continue to be responsible for representation in the areas of seniority, layoff and bumping, and discipline. In cases where a represented employee is assigned to an assignment in a position that is not represented, the employee will continue to be represented by the base union in the areas of seniority, layoff and bumping, and discipline. The union that represents the assignment will represent the employee in all other areas including, but not limited to, wages and working conditions. An employee working in a non-represented assignment will be governed by the personnel policies.

6. Grievance: Cross-jurisdictional union issues are not grievable under either the base union’s or the special duty union’s CBA. If there is a dispute between the unions or between the employee and union(s) about dues, the unions will work to resolve the dispute and will involve the King County Alternative Dispute Resolution (ADR) Program or the Public Employment Relations Commission (PERC), as necessary.

7. Union Pension Trusts:

A. When an employee who is covered by a pension plan is assigned to a special duty assignment outside of the bargaining unit, their wage reductions/contributions to the pension shall cease. The exception shall be when an employee is assigned to work in a bargaining unit that also provides for a pension plan, in which case the employee will pay into the pension at the negotiated rate for that bargaining unit. The employee’s wage reductions/contributions to the pension shall resume when the employee is restored to their position within the bargaining unit.

B. When an employee who is not covered by a pension plan is assigned to a special duty assignment in a bargaining unit that is covered by pension benefits, the employee shall not be eligible for trust contributions. If the employee eventually hires into the special duty job as a regular employee, they shall be eligible for pension benefits on a prospective basis.

C. The pension trust contributions of an employee assigned to a special duty assignment, whose base assignment or special duty assignment is eligible for Western Conference of Teamsters Local 117 pension trust participation under the applicable CBA, will be governed by the terms of the applicable Memorandum of Agreement (000U0110_Local 117) between King County and Teamsters Local 117 that outlines the requirements for pension trust employee payments/participation for the bargaining unit.

MEMORANDUM OF AGREEMENT
Between
KING COUNTY
And
KING COUNTY COALITION OF UNIONS

Subject: Compensation Settlement for Implementation of Retroactive Increases

Agreement:

1. Retroactive payment of the GWI effective January 1, 2026 (“Contract Settlement GWI”) shall be made to all employees represented by the Coalition of Unions whose bargaining units are signatory to the Coalition Labor Agreement (CLA) at the time of full ratification. Retroactivity will be issued in the following manner:

A. Retroactivity will be issued to all employees who are employed by the County in a bargaining unit signatory to this agreement on the first day of the first pay period following full and final ratification of the CLA.

B. Employees who resign or are terminated prior to the first day of the first pay period following full and final ratification of the CLA shall not receive a retroactive payment.

C. The County shall not make any post-hire adjustments to employees’ salary steps or make Contract Settlement GWI payments based on subsequent collective bargaining settlements or retroactive pay associated with other unions.

2. All other provisions of the 2026-2028 CLA shall be implemented prospectively on the first day of the first pay period after the Ordinance following adoption of this Agreement by the King County Council, which is ten days following the King County executive’s approval signature, and shall not be applied retroactively, unless otherwise specified. Non-retroactive provisions include, but are not limited to, changes to any compensation (e.g., pay premiums, salary increases, special allowances), changes in hours and working conditions.

3. The Contract Settlement GWI will be applied to all 2026 retro pay eligible earnings consistent with the pay codes that were adjusted by the GWI when the 2021-2024 collective bargaining agreement was implemented. Ineligible earnings include adjusted earnings for prior periods outside the retroactive period, grievance settlements, prior retroactive payments, tool allowances, fixed rate pay premiums that have not increased, L&I payments, and hours coded as no pay or as absent without leave. Special duty and work-out-of-classification premiums shall be adjusted by the GWI but shall not be recalculated from the base position for which the premium rate was derived from.

4. Ratification Incentive. Pursuant to Article 29.2 of this Agreement, employees will be eligible to receive a one-time \$1500 ratification incentive. Eligibility for the ratification incentive is as follows:

Coalition Labor Agreement
January 1, 2026 to December 31, 2028
000CLAC0125

A. The ratification bonus, less mandatory deductions, will be paid to all active employees who are employed in a base or SDA position represented by the Unions signatory to this Agreement on September 5, 2025, and who are employed with the County remaining in that base or SDA union signatory position on January 1, 2026.

B. Employees who were employed on September 5, 2025, but retire, are laid off, deceased or are medically separated prior to the end of the first pay period following January 1, 2026, shall be eligible to receive the ratification incentive bonus.

C. Employees who resign or are terminated prior to the end of the first pay period following January 1, 2026, shall not receive the ratification bonus.

**Memorandum of Agreement
By and Between
King County
And
The King County Coalition of Unions**

Subject: Bilingual Pay Premium Implementation Agreement

King County (the County) and the King County Coalition of Unions (the Coalition) are parties to a Coalition Labor Agreement (CLA) effective through December 31, 2028. Consistent with King County Code 2.15, the immigration, refugee, and language access ordinance seeks to promote trust and fairness for immigrant communities within King County.

This Memorandum of Agreement (Agreement) by and between the County and the Coalition (collectively the parties), shall be binding collectively upon ratification and implementation of the CLA. The parties intend this Agreement to resolve fully and finally all actual and potential disputes related to and arising out of the implementation of a CLA-wide bilingual pay premium.

Background:

1. The parties bargained for a prospective bilingual pay premium (CLA Article 40) intended to replace existing, outdated bilingual pay provisions for consistency and standardization across all CLA bargaining units.

2. The parties believe there are approximately 180 employees throughout CLA bargaining units who currently receive a bilingual pay premium of some kind. The following represents the parties' agreement on the terms of implementation for such employees to be designated and paid a bilingual pay premium consistent with the new CLA Article 40.

Agreement:

1. Pursuant to the CLA Article 40, the County at its sole discretion will determine whether the use of one (1) or more specific non-English language or American Sign Language (ASL) is desired or required for specific job duties and positions. The County may end or modify the assignment of job duties and/or the designation of a position that qualifies for bilingual pay premiums at any time, which will result in the immediate termination of the bilingual pay premium. Any employee deemed ineligible for a bilingual pay premium shall not be required to provide such services.

2. Within 60 days of the effective date of this MOA, the County will provide a list of employees who are currently receiving a bilingual pay premium and a designation of whether their position is designated as desired or required to use of one (1) or more specific non-English language or ASL to the Coalition. The County will then notify those employees of their position

designation and eligibility for the respective pay premium as defined in the CLA Article 40. The County will work with the Coalition on a communication plan roll out.

3. Employees whose positions are not designated as desired or required pursuant to this Agreement may submit a request to their supervisor to be considered eligible for a bilingual pay premium within 60 days of the Coalition's receipt of the final list with designations. The County will respond to individual requests in a timely manner.

Job classifications that have core interpreter/translator functions (e.g., Medical Interpreter/Translator, Public Defense Interpreter, Language Services Specialist) are ineligible to receive additional bilingual pay premiums. As part of the implementation of the new bilingual pay, employees currently receiving a bilingual premium will continue to be eligible, unless the employee is unable to meet the proficiency testing standards.

4. Employees whose positions are designated as desired or required during this implementation phase may decline the designation and shall be ineligible to receive bilingual pay premiums except employees whose positions were designated as bilingual required at the time of hire may not decline the designation.

5. Employees may be required to successfully test their language proficiency to be eligible for bilingual pay premiums following this designation. Employees who do not demonstrate proficiency will not be eligible for bilingual pay premiums and shall not be required to provide such services.

6. This Agreement is effective upon ratification and implementation of the CLA successor agreement and shall expire 30 days after all designations have been made under Sections 2 and 3 above, unless extended by mutual agreement of all parties.

7. This Agreement does not constitute a practice or precedent and cannot be used by either party in any matter or proceeding, except for the purpose of enforcing the Agreement itself.

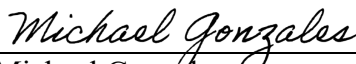
For the Coalition of Unions:



Maria Williams
Coalition Co-chair

9/29/25

Date



Michael Gonzales
Coalition Co-chair

9/29/25

Date

For King County:



Angela Marshall
Interim Director, Office of Labor Relations
King County Executive Office

9/29/25

Date



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

October 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:

I am pleased to transmit to you King County's successor agreement to the 2021-2025 Coalition Labor Agreement. If enacted, this proposed Ordinance, referred to as the Coalition Labor Agreement (CLA), would further standardize practices and procedures, and apply equitable collective bargaining agreement (CBA) provisions to employees in the King County Coalition of Unions. This CLA, negotiated with the Coalition of Unions (Coalition), covers the period of January 1, 2026, through December 31, 2028.

The result of this collaboration between King County (County) and the Coalition achieves efficiencies, advances equity, and acknowledges the dignity and worth of County employees and the important role of unions. This CLA impacts approximately 7,120 County employees in 18 labor organizations and 52 individual bargaining units. Ratification of the CLA will enable the County to achieve efficiencies and cost savings and advance the County's priorities and goals, aligned with the Executive's True North Values. It provides a sustainable and fair economic package and reflects responsible stewardship of public funds. The proposed CLA fulfills these objectives through:

1. Investing in Workforce Elements that Align with the Executive's True North

Values: This CLA package introduces a new superseding Bilingual Pay Premium and Program. The new provision increases equity, consistency, and financial stewardship with standardized bilingual pay, including position designation, eligibility standards, and compensation amounts across departments. Language proficiency standards will ensure designated bilingual employees can accurately engage in-depth conversations with comprehension, resulting in improved customer service to limited English

speaking people seeking to access County services and information. Further, the CLA will increase its fund contribution to the Professional Development fund that may be accessed by eligible employees. The current fund, which receives \$150,000 annually, will be increased to \$250,000 annually.

- 2. Continued Standardization and Modernization of CLA terms:** The CLA package includes improved alignment to countywide policies and Code provisions, including in County-owned downtown parking facilities. Paid parking rates for employees will now be consistent with County Code. Paid parental leave provisions, volunteer service days, and telecommuting policy rules that maintain management rights are now updated to align with established County Code and County policies.
- 3. Providing an Equitable and Sustainable Economic Package:** Some of the components of the CLA economic package include general wage increases of 3.75 percent in 2026, 3.75 percent in 2027, and a cost-of-living adjustment with a 3 percent floor and a 4 percent ceiling in 2028, after applying a 95 percent Consumer Price Index formula. Additionally, this package provides all employees signatory to the CLA with a \$1,500 ratification bonus and accelerates accrual of vacation days for new hires (0-49 months).

This agreement fulfills the County's commitment to work collaboratively with the County workforce to identify and implement cost reductions and productivity gains by standardizing practices and CBA provisions, which will result in more efficient use of County resources. It also facilitates the County's efforts to recruit, retain, and develop employees who will provide high quality services to the public.

The CLA is a product of good faith collective bargaining between the County and those unions that are signatories to the attached agreement. The County has the capacity to finance this agreement, and the agreement has been reviewed by the Prosecuting Attorney's Office.

Each bargaining unit's unique CBA terms are provided as an appendix to the CLA, with 52 appendices listed in the table of contents by the description of the bargaining unit's appendix and their commonly identified contract binder code.

In addition to the CLA provisions that apply to each bargaining unit, some appendices also include changes negotiated through that specific bargaining, which is commonly referred to as "small table" bargaining. These "small table" changes are summarized in a separate document entitled "2025 Material Changes to CLA Appendices."

A complete breakdown of the costs associated with this agreement can be found in the accompanying fiscal note, which has been reviewed by the Office of Performance, Strategy and Budget. Supplemental budget authority is needed for the agreements.

The Honorable Girmay Zahilay

Date

Page 3

Our employees are our most valuable asset and our collaboration with our union partners benefits our employees and the citizens of King County. Thank you for your continued support for our employees through your approval of this important proposed legislation.

If your staff have questions, please contact Angela Marshall, Interim Director, Office of Labor Relations, at 206-263-0809.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannon Braddock", with a stylized flourish at the end.

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
Dwight Dively, Director, Office of Performance, Strategy and Budget
Angela Marshall, Interim Director, Office of Labor Relations



FISCAL NOTE

Ordinance/Motion No.	Coalition Labor Agreement 2026 - 2028	
Title:	Coalition Labor Agreement	
Effective Date:	1/1/2026	
Affected Agency and/or Agencies:	All	
Note Prepared by:	Leah Julius, Labor Analyst, Office of Labor Relations	Phone: 206-477-1532
Department Sign Off:		Phone:
Reviewed by:	Helene Ellickson, Budget Manager	Phone: 206-263-9691
Supplemental Required? NO ☒ YES ☐		

Fund Title	Fund Code	2026	2027	2028
GENERAL FUND	0010	12,663,000	6,862,000	6,092,000
COUNTY ROAD FUND	1030	3,356,000	1,841,000	1,624,000
VETERANS RELIEF	1060	62,000	45,000	40,000
DEVELOPMENTAL DISABILITY	1070	232,000	176,000	155,000
DCHS ADMINISTRATION	1080	163,000	122,000	107,000
RECORDER'S O & M FUND	1090	43,000	19,000	17,000
EMERGENCY TELEPHONE E911	1110	64,000	54,000	47,000
MENTAL HEALTH	1120	575,000	285,000	251,000
MIDD	1135	153,000	115,000	101,000
VETERANS SENIORS & HUMAN SVCS LEVY	1143	232,000	167,000	147,000
EMERGENCY MEDICAL SERVICE	1190	233,000	152,000	133,000
SHARED SERVICES FUND	1210	1,832,000	1,076,000	947,000
SURFACE WATER MGT FUND	1211	426,000	219,000	193,000
AUTO FINGERPRINT IDENT FD	1220	198,000	109,000	96,000
YTH AMATEUR SPRTS	1290	12,000	7,000	6,000
NOXIOUS WEED CONTROL	1311	16,000	9,000	8,000
HEALTH THROUGH HOUSING	1320	60,000	47,000	41,000
KC EMPLOYEE DEFERRED COMP ADMIN	1330	14,000	11,000	10,000
PLANNING AND PERMITTING	1340	664,000	415,000	365,000
DEPT OF LOCAL SERVICES	1350	34,000	25,000	22,000
CHILD & FAM SVC FUND	1421	58,000	38,000	34,000
ANIMAL SERVICES FND	1431	269,000	130,000	115,000
PARKS OPERATING LEVY	1451	803,000	496,000	436,000
CRISIS CARE CENTERS LEVY	1460	50,000	33,000	29,000
HISTORCL PRSRVTN & H PRGM	1471	15,000	12,000	10,000
BEST START FOR KIDS LEVY	1480	143,000	110,000	97,000
PUGET SOUND TAXPAYER ACCOUNTABILITY FUND	1490	33,000	25,000	22,000
PSERN LEVY	1511	3,000	1,000	1,000
KC FLD CNTRL OPR CONTRACT	1561	334,000	187,000	165,000
DNRP DIRECTORS OFFICE	1600	29,000	23,000	21,000
PUBLIC HEALTH	1800	3,020,000	1,750,000	1,540,000
ENVIRON HEALTH SERVICES	1850	847,000	630,000	554,000
PUBLIC HEALTH ADMINISTRATION	1890	137,000	84,000	74,000
GRANTS FUND	2140	216,000	147,000	129,000
WORK TRAINING PROGRAM	2240	250,000	183,000	161,000
FED HOUSNG & COMM DEV FND	2460	445,000	315,000	277,000
SOLID WASTE OPERATING	4040	2,213,000	1,220,000	1,077,000
AIRPORT	4290	331,000	199,000	175,000

Fund Title	Fund Code	2026	2027	2028
RADIO COMM OPRTNG FND	4501	175,000	61,000	54,000
I-NET OPERATING	4531	31,000	27,000	24,000
WATER QUALITY OPERATING	4611	3,358,000	1,550,000	1,369,000
PUBLIC TRANSPORTATION OP	4641	4,253,000	2,731,000	2,403,000
SAFETY & WORKERS' COMP	5420	166,000	124,000	109,000
FINANCE & BUS OPERATIONS	5450	783,000	509,000	448,000
KING COUNTY GIS FUND	5481	148,000	121,000	106,000
BUSINESS RESOURCE CENTER	5490	340,000	286,000	252,000
EMPLOYEE BENEFITS PROGRAM	5500	83,000	62,000	54,000
FACILITIES MANAGEMENT SUB	5511	1,649,000	777,000	687,000
INSURANCE	5520	32,000	13,000	11,000
DATA PROCESSING SERVICES	5531	3,131,000	2,599,000	2,286,000
PUBLIC WORKS EQUIP RENTAL	5570	137,000	98,000	86,000
TOTAL:	Increase from Previous Year	44,510,000	26,297,000	23,208,000
	Ongoing from Prior Years		32,889,000	59,186,000
TOTAL:	Cumulative	44,510,000	59,186,000	82,394,000

Expense Type	Fund Code	2025 Base	2026	2027	2028
WAGES & OT		\$ 575,815,000	\$29,470,000	\$23,199,000	\$20,484,000
CLA BONUS			\$11,052,000		
TAXES AND RETIREMENT		\$78,081,000	\$3,974,000	\$3,133,000	\$2,757,000
PROFESSIONAL DEVELOPMENT FUND	0010		\$100,000		
TOTAL:		\$ 653,896,000			
TOTAL:	Increase from Previous Year		\$44,510,000	\$26,297,000	\$23,208,000
	Ongoing from Prior Years			\$32,889,000	\$59,186,000
TOTAL:	Cumulative		\$44,510,000	\$59,186,000	\$82,394,000

ASSUMPTIONS:

Assumptions used in estimating expenditure include:

- Contract Period(s):** 01/01/2026 – 12/31/2028
- Wage Adjustments & Effective Dates:**

GW: 1/1/2026 – 3.75%
1/1/2027 – 3.75%
1/1/2028 – COLA Formula with 2% floor/4% Ceiling (July 2025 OEFA Forecast of 3.18% used for costing)

Ratification Bonus: \$1,500 per employee paid on first full pay period of 2026
- Other Wage-Related Factors:**

Retirement & Taxes: 2026 PERS/FICA/PMFL – 13.56%
2027 PERS/FICA/PMFL – 13.81%
2028 PERS/FICA/PMFL – 13.81% (Estimate)
*(11 PSEU EE's receive PSERS)
- Other Cost Factors:**
 - Inclusive of Small Table changes for 52 out of 64 CLA Appendices. 12 appendices are still bargaining and will be transmitted separately after ratification.
 - Inclusive of \$175 increase per year to Tool and Boot allowance for eligible employees effective 1/1/2026.
 - Inclusive of \$100,000 annual increase in professional development fund.

Notes and Assumptions:
[1] Vacation Leave Accruals - The financial impact of accelerating vacation leave accrual for employees with less than five years of service is expected to be minimal. Key factors considered include:

- Vacation Cash Out: While the cost of vacation cash-outs (i.e., employee departure) was evaluated, this is speculative and uncertain.

- Backfilling Staffing: The cost of backfilling mandatory staffing during employee vacations is minimal. Many positions with mandatory staffing requirements are represented by non-CLA collective bargaining agreements.

[2] Organ Donor Leave - The financial impact associated with expanding donor leave from 5 to 10 days is considered de minimis, as the benefit has been utilized only on rare occasions. Given the infrequency of usage, the financial impact of this increase is negligible.

[3] Bilingual Premium Pay - The financial impact of implementing a bilingual premium pay is expected to be minimal, as only a small subset of employees are anticipated to meet the established criteria.



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance

Proposed No. 2025-0333.1

Sponsors Zahilay

1 AN ORDINANCE relating to standardizing benefits that
2 were bargained in the Coalition Labor Agreement;
3 amending Ordinance 12014, Section 19, as amended, and
4 K.C.C. 3.12.190 and Ordinance 12014, Section 20, as
5 amended, and K.C.C. 3.12.215, and adding a new section to
6 K.C.C. chapter 3.15.

7 STATEMENT OF FACTS:

8 1. In June 2025, a tentative Coalition Labor Agreement ("CLA") was
9 reached. The 2025 CLA further builds upon the efficiencies originally
10 established in the 2018 Master Labor Agreement and the subsequent 2021
11 CLA by standardizing additional common benefits and practices for
12 employees.

13 2. Standardization between the 2025 CLA and the King County Code
14 furthers those achievements and supports the county government operating
15 more efficiently and effectively.

16 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

17 SECTION 1. Ordinance 12014, Section 19, as amended, and K.C.C. 3.12.190 are
18 each hereby amended to read as follows:

19 A. Employees eligible for comprehensive leave benefits shall accrue vacation
20 leave benefits as described in and further qualified by this section. Elected officials are
21 not employees and are therefore not entitled to vacation leave benefits.

Months of Service	Hourly Accrual Rate	Approximate Days/Year
0	((0.04620)) <u>0.05384</u>	((12.01200)) <u>13.9984</u>
((60)) <u>48</u>	0.05770	15.00200
96	0.06160	16.01600
120	0.07700	20.02000
192	0.08080	21.00800
204	0.08470	22.02200
216	0.08850	23.01000
228	0.09240	24.02400
240	0.09620	25.01200
252	0.10010	26.02600
264	0.10390	27.01400
276	0.10780	28.02800
288	0.11160	29.01600
300	0.11540	30.00400

22 B. Vacation accrual rates for an employee who works other than the full-time
23 schedule standard to the employee's work unit shall be prorated to reflect the employee's
24 normally scheduled work week. No adjustment to vacation accrual rates for a furloughed
25 employee shall be made as a result of a budgetary furlough.

26 C. Employees eligible for comprehensive leave benefits shall accrue vacation
27 leave from their date of hire into a comprehensive leave benefit eligible position.

28 D.1. Employees hired before December 31, 2017, who are eligible for vacation
29 leave may accrue up to four hundred eighty hours of vacation leave, prorated to reflect
30 their normally scheduled work week.

31 2. Employees hired January 1, 2018, or thereafter, who are eligible for vacation
32 leave may accrue up to three hundred twenty hours of vacation leave, prorated to reflect
33 their normally scheduled work week.

34 3. All employees shall use vacation leave beyond the employee's maximum
35 accrual amount before the end of the pay period that includes December 31 every year.
36 Failure to use vacation leave beyond the employee's maximum accrual amount before the
37 end of the pay period that includes December 31 shall result in forfeiture of the accrued
38 vacation leave beyond the employee's maximum accrual amount unless the appointing
39 authority has approved a carryover of the vacation leave because of cyclical workloads,
40 work assignments, or other reasons in the best interests of the county.

41 E. Employees eligible for comprehensive leave benefits may use vacation leave
42 hours in the pay period after they are accrued. Employees who leave county employment
43 before successfully completing their first six months of county service shall forfeit their
44 vacation leave hours and are excluded from the payout provisions in this section.

45 F. An employee who is eligible for comprehensive leave benefits shall be paid
46 for accrued vacation leave to the employee's date of separation up to the employee's
47 maximum accrual amount if the employee has successfully completed the employee's
48 first six months of county service and is in good standing. Payment shall be the accrued

vacation leave multiplied by the employee's base rate of pay in effect upon the date of leaving county employment less mandatory withholdings.

G. In lieu of payment for fifty percent of unused accrued vacation leave at retirement, the director may, with equivalent funds and in accordance with the procedures in K.C.C. 3.12.220.E.2.b., provide eligible employees with a voluntary employee beneficiary association plan that provides for reimbursement of retiree and other qualifying medical expenses. The remaining fifty percent of eligible unused accrued vacation leave at retirement shall be paid as outlined in subsection F. of this section.

H. Employees shall not work for compensation for the county in any capacity during the time that the employees are on vacation leave.

I. When a current employee dies with accrued vacation leave and the employee has successfully completed the employee's first six months of county service, payment of the unused vacation leave up to the employee's maximum accrual amount shall be made to the employee's estate, or, in applicable cases, as provided for by state law, Title 11 RCW.

J. If an employee resigns, is laid off, or is separated for nondisciplinary reasons from a regular or term-limited temporary position with the county in good standing and subsequently returns to county employment within two years from the resignation, layoff, or nondisciplinary separation, the employee's prior county service shall be counted in determining the vacation leave accrual rate under subsection A. of this section.

SECTION 2. Ordinance 12014, Section 20, as amended, and K.C.C. 3.12.215 are each hereby amended to read as follows:

71 The appointing authority shall allow an employee eligible for comprehensive
72 leave benefits who is voluntarily participating as a donor in a life-giving or life-saving
73 procedure such as, but not limited to, a bone marrow transplant, kidney transplant, or
74 blood transfusion to take ~~((five))~~ ten days of paid organ donor leave, but only if the
75 employee:

76 A. Gives the appointing authority reasonable advance notice of the need to take
77 time off from work for the donation of bone marrow, a kidney, or other organs or tissue
78 where there is a reasonable expectation that the employee's failure to donate may result in
79 serious illness, injury, pain, or the eventual death of the identified recipient; and

80 B. Provides written proof from an accredited medical institution, organization, or
81 individual as to the need for the employee to donate bone marrow, a kidney, or other
82 organs or tissue, or to participate in any other medical procedure where the participation
83 of the donor is unique or critical to a successful outcome.

84 NEW SECTION. SECTION 3. There is hereby added to K.C.C. chapter 3.15 a
85 new section to read as follows:

86 A. Nonrepresented employees in positions designated by the department of
87 human resources to have non-English language or American Sign Language proficiency
88 as a desired or required skill for the position are eligible to receive bilingual pay
89 premiums.

90 B. Eligible employees whose job posting or other written notice for the position
91 include as a desired skill the use of one or more specific non-English language or
92 American Sign Language will receive a one dollar per hour premium on actual hours
93 worked.

94 C. Eligible employees whose job posting or other written notice for the position
95 includes as a required skill the use of one or more specific non-English language or
96 American Sign Language will receive a two dollar per hour premium on actual hours
97 worked.

98 D. To qualify for the bilingual pay premium, eligible employees must
99 demonstrate sufficient language proficiency as determined by the county.

100 E. The department of human resources may end or modify the assignment of job
101 duties and the designation of a position that qualifies for bilingual pay premiums at any
102 time, which will result in the immediate termination of the bilingual pay premium.

103 F. Any employee deemed ineligible for a bilingual pay premium shall not be
104 required to provide bilingual services.

105 G. Bilingual pay premiums for represented employees shall be subject to the
106 employees' applicable collective bargaining agreement. Unless otherwise provided in an

107 applicable collective bargaining agreement, the bilingual pay premium shall not apply to
108 represented employees.

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

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TTY Relay: 711
www.kingcounty.gov

October 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:

I am pleased to transmit to you a proposed Ordinance that will, if enacted, bring the King County Code into alignment with the benefits and practices of the Coalition Labor Agreement (CLA). This proposed Ordinance supports improvements in efficiency and productivity for the County by extending the benefits and practices in the CLA to our non-represented employees. The 2025 CLA is transmitted to the King County Council simultaneously with this proposed Ordinance.

In June 2025, King County reached a tentative CLA with the King County Coalition of Unions, representing approximately 7,120 employees across all County departments. The 2025 CLA further builds upon the efficiencies originally established in the 2018 Master Labor Agreement and the subsequent 2021 CLA by standardizing additional common benefits and practices for employees.

The proposed changes include an increase in vacation leave accruals for the first five years of employment, an increase in organ donor leave, and a bilingual pay premium for County employees.

If your staff have questions regarding this matter, please contact Denise R. Pruitt, Department of Human Resources Chief of Policy & Legislation, at 206-477-3230.

The Honorable Girmay Zahilay
October 9, 2025
Page 2

Sincerely,

A handwritten signature in black ink, appearing to read 'Shannon Braddock', with a stylized flourish at the end.

for

Shannon Braddock
King County Executive

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
Dwight Dively, Chief Operating Officer, Office of the Executive
Megan Pederson, Chief People Officer, Office of the Executive
Jay Osborne, Director, Department of Human Resources
Denise R. Pruitt, Chief of Policy & Legislation, Department of Human Resources

2026-2027 FISCAL NOTE

Ordinance/Motion: Ordinance
 Title: CLA-KCC Standardization
 Affected Agency and/or Agencies: Multiple
 Note Prepared By: Andres Fuente
 Date Prepared: 09/05/2025
 Note Reviewed By: Yan Gao
 Date Reviewed: 09/05/2025

Description of request:

The ordinance proposes changes to King County Code to standardize benefits that were bargained in the 2025 Coalition Labor Agreement. If approved, this ordinance will result in efficiencies for the county by extending the same benefits and practices agreed to in the CLA to our non-represented employees. The specific changes include increasing vacation leave accruals for the first five years of employment, increasing organ donor leave, and establishing a bilingual pay premium. As noted below, we expect that they will have no fiscal impact.

Revenue to:

Agency	Fund Code	Revenue Source	2026-2027	2028-2029	2030-2031
TOTAL			0	0	0

Expenditures from:

Agency	Fund Code	Department	2026-2027	2028-2029	2030-2031
TOTAL			0	0	0

Expenditures by Categories

	2026-2027	2028-2029	2030-2031
TOTAL	0	0	0

Does this legislation require a budget supplemental? Yes/No

Notes and Assumptions:

- [1] Vacation Leave Accruals - The financial impact of expanding vacation leave accrual for employees with less than five years of service is expected to be minimal. Key factors considered include:
- Vacation Cash Out: While the cost of vacation cash-outs (i.e., employee departure) was evaluated, this is speculative and uncertain.
 - Backfilling Staffing: The cost of backfilling mandatory staffing during employee vacations is minimal. Most, if not all, positions with mandatory staffing requirements are represented with collective bargaining agreements.
- [2] Organ Donor Leave - The financial impact associated with expanding donor leave from 5 to 10 days is considered de minimis, as the benefit has been utilized only on rare occasions. Given the infrequency of usage, the financial impact of this increase is negligible.
- [3] Bilingual Premium Pay - The financial impact of implementing a bilingual premium pay is expected to be minimal, as only a small subset of employees are anticipated to meet the established criteria. Additionally, these employees are unlikely to be non-represented, further limiting any significant cost implications.



King County

Metropolitan King County Council Committee of the Whole

STAFF REPORT

Agenda Item:	7	Name:	Sam Porter
Proposed No.:	2025-0290	Date:	October 20, 2025

SUBJECT

A proposed ordinance to authorize the execution of an amendment to the Harborview Hospital Services Agreement.

SUMMARY

Proposed Ordinance 2025-0290 would authorize the execution of the second amendment to the Hospital Services Agreement (HSA) between the Regents of the University of Washington (UW) and King County through the Executive and the Harborview Board of Trustees to operate Harborview Medical Center (HMC) in accordance with RCW 36.62.290. The proposed amendment is attached as Attachment A to the proposed ordinance and would modify sections of the HSA related to the capital projects, add new definitions, and include new sections regarding support for mission population programs and services provided by King County. Amendments to the HSA require agreement between the parties. Both the UW Regents and the HMC Board of Trustees approved the amendment in September 2025.

BACKGROUND

Harborview serves as the Level 1 trauma center in the four-state region of Washington, Alaska, Idaho, and Montana. Harborview prioritizes serving the “mission population” which is described in detail later in this section. Harborview is owned by King County, governed by a 13-member County-appointed Board of Trustees, and operated by the University of Washington.

Hospital Services Agreement. Pursuant to RCW 36.62.290, the Board of Trustees received approval from King County to enter into a hospital services agreement (HSA) in 2016 with the Regents of the UW to provide hospital services.¹ If all extensions are utilized, the current HSA would remain in place until December 31, 2045. The HSA is the approved management contract between King County (through the Executive), the Harborview Medical Center Board of Trustees, and the Regents of the University of

¹ Ordinance 18232,
<https://mkcclegisearch.kingcounty.gov/LegislationDetail.aspx?ID=2558645&GUID=591545EF-4D6C-4002-BA1D-D5363801A4A8&Options=Advanced&Search=>

Washington for operation of HMC. Amendments to the HSA require agreement between the parties.

The mission population is defined in the HMC mission statement, as set forth by Exhibit 2 of the HSA, and includes the following groups of patients and programs given priority for care:

- Persons who are non-English speaking poor
- Persons who are uninsured or underinsured
- Persons who experience domestic violence
- Persons who experience sexual assault
- Persons incarcerated in King County's Jails
- Persons with mental illness, particularly those treated involuntarily
- Persons with substance abuse
- Persons with sexually transmitted diseases
- Persons who require specialized emergency care
- Persons who require trauma care
- Persons who require burn care

The HSA was first amended by Ordinance 19706 in 2023, related to what constitutes the "Medical Center" under the HSA and King County Code chapter 2.42., and extending the UW HSA obligations to the County to cover leases or use of space not originally included in the HSA.

ANALYSIS

There are seven proposed changes to the HSA as shown in the HSA Section Change Comparison Chart (Attachment 5 to the staff report) and summarized here.

Capital Improvement Plan. Section 1 of the second amendment would amend Section 1.7 of the HSA relating to the Capital Improvement Plan to change the definition to allow multi-year projects to be included in the Plan. Executive staff indicate that the change to Section 1.7 would align the Harborview Capital Improvement Plan process with how the County manages other capital funds, including the County Hospital Capital fund supporting projects at HMC.

Definitions. Section 2 of the second amendment would add two new definitions:

1. "Other Medical Center-Related Capital Projects" meaning all capital projects funded by sources other than the 2020 Proposition 1 Capital Program, including, but not limited to, major maintenance, repairs, replacement, renovations, or other capital projects to construct, acquire, or add to the Medical Center buildings, physical plant, and components.
2. "County Hospital Tax" meaning the councilmanic tax authorized by RCW 36.62.090 for the operation, maintenance, and capital expenses of the County hospital, and any outpatient clinics operated by the County hospital, and for the payment of principal and interest on bonds issued for such purposes.

Capital Planning and Property. Section 3 of the second amendment would modify Section 3.1.9 of the HSA related to Capital Planning and Property. Under the current

HSA, projects under the threshold of \$5 million² are managed by the University and subject to UW procurement and delivery policies, procedures and statutes, and KCC 2.42.080. Projects above the threshold are to be managed by the County and subject to King County Code. However, in current practice, some projects exceeding the threshold are recommended by the Executive to be managed by the UW due to their expertise with the project. For example, in 2024, King County and the University of Washington entered into a Memorandum of Understanding for the UW to manage the Ninth and Jefferson Building Operating Room Project that was allocated \$21.85 million in the 2025 HMC CIP.³

The second amendment of the HSA would memorialize this current practice of allowing the University to manage projects above the threshold if the County Executive and University agree in writing a project shall be managed by the University.

Increased Term Limited Support for Mission Population. The second amendment would modify sections of the HSA pertaining to the mission population support payment ("mission payment"). The underlying HSA includes a \$5 million annual contribution to support mission population programs provided by King County through the Department of Public Health. The second amendment would eliminate this annual payment in exchange for three annual payments of \$28 million (paid in 2025, 2026 and 2027) After the third payment of \$28 million by December 31, 2027, the Board would no longer be obligated to make additional payments to support mission population programs and services.

If the HSA remained unchanged, the mission payment of \$5 million annually would total \$50 million for the current HSA term and another \$50 million if the HSA were extended for 10 years under the second extension. The County is receiving a guaranteed \$84 million in exchange for releasing the UW from making any further \$5 million annual payments in this term or in the next, assuming that the HSA is extended under the second extension.

However, if the County, in its sole discretion, determines that it needs to return or not take the \$28 million payments, and returns any of the payments received, the parties agree that the HSA will reinstate the current provision governing the \$5 million dollar payment and be retroactively applied.

The second amendment states twice (new subsection 6.4.3.2 and new section 8.9) that County Hospital Tax revenue shall not be used to pay any mission payment.

Since 2016, the mission payment has been appropriated to the Public Health Fund to support programs including the Mobile Medical Van and Public Health Clinics. According to Executive staff, the \$28 million annual mission payment would be allocated to programs in 2026 and 2027 as shown in Table 1 in the Executive's proposed 2026-2027 biennial budget.

² Increased annually from 2015 by the Consumer Price Index; in 2025 the amount is \$7,187,000.

³ Ordinance 19803,

<https://mkcclegisearch.kingcounty.gov/LegislationDetail.aspx?ID=6691507&GUID=AFA774C3-6A13-4ED4-9668-AC9789361F6A&Options=Advanced&Search=>

Table 1.
Mission Payment Allocation 2026-2027.

Program	Annual Allocation
Mobile Medical Van	\$779,832
Eastgate Public Health Center	\$4,650,849
Downtown Public Health Center	\$5,953,544
TB Clinic	\$500,000
STD Clinic	\$1,500,000
Community Parent Child Health	\$90,000
Federal Way Public Health Center	\$1,761,045
Renton Public Health Center	\$1,653,937
Kent Public Health Center	\$2,960,914
Auburn Public Health Center	\$1,883,565
North Public Health Center	\$1,366,724
Columbia Public Health Center	\$1,739,748
Cleveland School Based Health Center (SBHC)	\$61,808
Ingraham SBHC	\$71,695
Oral Health Program	\$145,476
Rainier Beach SBHC	\$41,641
Pharmacy Warehouse	\$116,641
North Regional Public Health Team	\$1,724,674
Midway Public Health Center	\$997,907
Total	\$28,000,000

As discussed in the staff report for the briefing on Proposed 2026-2027 Biennial Budget - Health, Housing, and Human Services, presented October 9, 2025⁴, the Public Health fund structural gap is projected to widen in the coming years due primarily to labor costs outpacing limited revenue growth. While the Public Health Fund has a balanced budget for the 2026-2027 biennium, there is a projected reserve shortfall of \$98 million in 2028-2029, with a negative beginning fund balance projected for 2030. According to Executive staff, the Public Health clinics comprise approximately one third of this operating deficit, with Prevention (communicable disease) and Health Sciences (assessment and epidemiology) filling out the remainder.

Subsection 6.4.3.4 of the second amendment allows that if the County is required, compelled, or chooses to return the increased mission payment, then the \$5 million annual mission payment would resume. If there is a partial repayment, then it will be offset by the amount of the increased mission payment not returned. The second amendment states twice (new subsection 6.4.3.2 and new section 8.9) that County Hospital Tax revenue shall not be used to pay the mission payment.

⁴ Briefing on Proposed 2026-2027 Biennial Budget - Health, Housing, and Human Services 2025-B0140, <https://mkcclegisearch.kingcounty.gov/LegislationDetail.aspx?ID=7497609&GUID=87EA81B9-D79B-48A7-AD51-817C16B5429B>

Amendments to the HSA require agreement between the parties. The second amendment was approved by the Regents of the University of Washington on September 11, 2025, and by the HMC Board of Trustees on September 25, 2025.

AMENDMENT

Council's legal counsel is recommending a technical amendment to the proposed ordinance to reflect the actual parties to the HSA and the role of UW Medicine. The amendment inserts the phrase "the University of Washington, through" before "UW Medicine" on line 10 of the signature report to clarify that the UW is party to the HSA, not UW Medicine directly.

INVITED

- Steffanie Fain, President, Harborview Board of Trustees
- Sommer Kleweno-Wally, CEO, Harborview Medical Center, UW Medicine, University of Washington (UW)
- Madeline Grant, Chief Administrative Officer, Harborview, UW Medicine, UW
- Ian Goodhew, Assoc. Vice President, External Affairs, UW Medicine, UW
- Kelli Carroll, Director of Special Projects, Office of the Executive
- Aaron Rubart, Deputy Director, Office of Performance, Strategy, and Budget

ATTACHMENTS

1. Proposed Ordinance 2025-0290 (and its attachments)
2. Amendment 1
3. Transmittal Letter
4. Fiscal Note
5. HSA Section Change Comparison Chart
6. HSA, Signed February 2016
7. First Amendment to the HSA, Signed June 2024
8. Public Health Financial Plan, August 2025



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance

Proposed No. 2025-0290.1

Sponsors Balducci

AN ORDINANCE relating to the management and operation of Harborview Medical Center; authorizing the executive and the president of the Harborview Medical Center board of trustees to execute an amendment to the Hospital Services Agreement with the Regents of the University of Washington.

STATEMENT OF FACTS:

1. Harborview Medical Center ("Harborview") is a comprehensive regional health care facility owned by King County, overseen by a thirteen-member board of trustees, and operated by UW Medicine in accordance with the hospital services agreement between King County, by and through its executive and its board of trustees for Harborview, and the Regents of the University of Washington.

2. Harborview is the only Level 1 Trauma Center for adults and children serving a four-state region that includes Alaska, Idaho, Montana, and Washington, and provides specialized care for a broad spectrum of patients. Harborview is maintained as a public hospital by King County to improve the health and well-being of the entire community and to provide quality healthcare to the most vulnerable.

3. The current hospital services agreement for the operation and maintenance of Harborview was authorized in 2016 through Ordinance 18232 and was amended in

21 2023 through Ordinance 19706.

22 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

23 SECTION 1. The executive and the president of the Harborview Medical Center
24 board of trustees are authorized to execute a second amendment to the hospital services
25 agreement substantially in the form of Attachment A 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. Second Amendment to the Hospital Services Agreement

**Second Amendment to the Hospital Services Agreement
By and Between Martin Luther King, Jr. County by and through its Executive
and its Board of Trustees for Harborview Medical Center
and
The Regents of the University of Washington**

Pursuant to Section 14.2 of the Hospital Services Agreement by and between Martin Luther King, Jr. County (“the County”) and the University of Washington (“the University”) effective February 25, 2016 and amended in 2024 (hereinafter referred to as “HSA”), the Parties agree to amend the HSA as follows:

1. DELETE the text of Section 1.7 and REPLACE with the following:

1.7 Capital Improvement Plan or CIP. The County Council-approved Capital Improvement Plan includes capital projects that are funded by Harborview Medical Center revenues or available cash reserves. The CIP shall be developed and submitted on an annual basis and may include multi-year projects that are budgeted on a total project-cost basis.

2. Add new definitions as follows:

1.56 Other Medical Center-Related Capital Projects. All capital projects funded by sources other than the 2020 Proposition 1 Capital Program, including but not limited to major maintenance, repairs, replacement, renovations, or other capital projects to construct, acquire, or add to the Medical Center buildings, physical plant, and components thereof.

1.57 County Hospital Tax. The tax authorized by RCW 36.62.090, which allows the County to annually levy a property tax for the operation, maintenance, and capital expenses of the County hospital, and any outpatient clinics operated by the County hospital, and for the payment of principal and interest on bonds issued for such purposes.

3. DELETE the text of Section 3.1.9 and REPLACE with the following:

The University shall be responsible for the management, design, planning, development and contract oversight of Board-approved Medical Center capital projects funded either by Medical Center revenues and/or with University support, (a) which are budgeted, over the life of the project, for an amount not exceeding five-million dollars (\$5,000,000) in 2015 dollars, which amount shall increase automatically each year in an amount consistent with the Consumer Price Index for that year or (b) for projects which the County Executive and University agree in writing shall be the responsibility of the University. Such projects shall be procured and delivered in accordance with University procurement and delivery policies, procedures and statutes, and KCC 2.42.080. The University shall be authorized to execute all documents necessary to complete such projects. All other capital projects shall be subject to, planned and administered consistent with the KCC, as it now reads or is hereafter amended. The Parties will work together to propose amendments to the KCC as necessary and desirable to facilitate efficient capital activities. The CPOC, through unanimous consensus of its members, shall provide oversight of bond-financed capital projects.

Second Amendment to the Hospital Services Agreement

4. DELETE the text of Section 6.4.2 and REPLACE with the following:

By December 31 of each year but subject to Section 6.4.3 below, the Board shall allocate from authorized Medical Center revenues or reserves five million dollars (\$5,000,000) to a fund to support Mission Population programs and services that are currently being provided by the County.

5. DELETE the heading and text of 6.4.3 and REPLACE with the following:

6.4.3 Increased Support for Mission Population. In response to an urgent, increased need to support Mission Population programs and services that are provided by the County, the Board shall allocate, from authorized Medical Center revenues or reserves, three payments of twenty-eight million dollars (\$28,000,000) each by December 31 of 2025, 2026, and 2027 to a County fund to support Mission Population programs and services to be provided by the County (“Increased Mission Payments”).

6.4.3.1 The Board makes these increased payments in recognition of the Parties’ shared interest in stabilizing programs and services to the Mission Population.

6.4.3.2 The University shall ensure that no County Hospital Tax revenue is used to make Mission Population support payments, including the Increased Mission Payments.

6.4.3.3 Except as provided in 6.4.3.4, the Board shall not be obligated to make any payments to the County to support the Mission Population, including Increased Mission Payments, after the third and final payment of \$28,000,000 by December 31, 2027.

6.4.3.4 As additional consideration for the Increased Mission Payments in 2025, 2026, and 2027, the County will release its rights to receive annual allocations of five million dollars (\$5,000,000) to support Mission Population programs and services provided by the County, as described in 6.4.2, except that if the County is required or compelled, as determined in the sole discretion of the County, to return the Increased Mission Payments to the Board, then the Board shall authorize payments to the County from Medical Center authorized revenues or reserves of five million dollars (\$5,000,000) for each Increased Mission Payment the County returns to the Board and thereafter the provisions of Section 6.4.2. shall apply. In the instance that the County is required or compelled, as determined in the sole discretion of the County, to partially return the Increased Mission Payments to the Board, any payments thereafter due to the County pursuant to Section 6.4.2, whether retroactive or prospective in nature, shall be offset by the amount of Increased Mission Payments not returned.

6. DELETE section 6.4.4 in its entirety.
7. ADD a new Section 8.9 to read as follows:

Second Amendment to the Hospital Services Agreement

8.9 County Hospital Tax. In each year the County levies the County Hospital Tax, the proceeds shall be used at the Medical Center for expenditures allowed under RCW 36.62.090 and as set forth in the County's budget for the applicable fiscal period. The Parties agree that of the amount of County Hospital Tax proceeds appropriated by the County for Medical Center operating expenses, none may be used to satisfy the Mission Population support payment and Increased Mission Payment set forth in Sections 6.4.2 and 6.4.3.

This Second Amendment shall be effective on the date it is fully executed by the Parties.

All other terms of the HSA remain the same.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed in triplicate in their names and on their behalf by their duly authorized officers.

**MARTIN LUTHER KING, JR. COUNTY,
WASHINGTON**

By _____
[Name], County Executive

Dated: _____

**BOARD OF TRUSTEES,
HARBORVIEW MEDICAL CENTER**

By _____
[Name], President

Dated: _____

**THE REGENTS OF THE UNIVERSITY
OF WASHINGTON**

By _____
[Name], Chair

Dated: _____

Approved as to form:
**LEESA MANION, KING COUNTY
PROSECUTING ATTORNEY**

By _____
John Gerberding, Senior Deputy
Prosecuting Attorney

Dated: _____

Approved as to form:
**NICHOLAS W. BROWN,
WASHINGTON STATE ATTORNEY
GENERAL**

By _____
[Name], Assistant Attorney General

Dated: _____

1

October 9, 2025

Technical

[S. Porter]

Sponsor: Balducci

Proposed No.: 2025-0290

1 **AMENDMENT TO PROPOSED ORDINANCE 2025-0290, VERSION 1**

2 On page 1, beginning on line 10, after "operated by" insert "the University of

3 Washington, through"

4 **EFFECT prepared by *S. Porter: Technical change to reflect the actual parties to the***

5 ***Hospital Services Agreement (HSA) and the role of UW Medicine under the HSA.***



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 23, 2025

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

Dear Councilmember Zahilay:

I am pleased to transmit my proposed budget for 2026-2027 and accompanying proposed legislation for consideration by the King County Council. This proposed budget continues funding for important services and advances priorities that reflect the values of King County residents.

My proposed budget makes strides in key areas, including:

- **Implementing the new criminal justice and public safety sales tax:** The new 0.1 percent sales tax authorized by HB 2015 is projected to generate \$203.5 million for King County's General Fund in the 2026-2027 biennium. Revenue from the new sales tax will maintain core services and add funding for key priorities in the criminal justice system.
- **Providing safe, clean, and reliable transit service:** Investments in Metro Transit will add more than 400,000 hours of new and restored bus service; launch two new RapidRide lines; extend the Safety, Security, and Fare Enforcement (SaFE) Reform initiative; continue transit security and Metro Transit Police (MTP) staffing; and continue more frequent cleaning of buses and bus stops.
- **Protecting critical programs from federal funding cuts:** Funding dedicated to maintaining essential services, including the transfer of 11 positions in the King County Office of Emergency Management to the General Fund to ensure continued emergency preparedness and support of nonprofits focused on homelessness prevention, shelters, and transitional and supportive housing for youth and young adults.

- **Establishing reserves to protect against potential federal cuts:** A \$31 million reserve will safeguard against potential funding reductions for Harborview Medical Center, and an \$8 million reserve in the Mental Illness and Drug Dependency Fund will serve as a contingency against potential reductions to behavioral health services.
- **Preserving services for people experiencing homelessness:** \$11.3 million will maintain 370 shelter beds that were previously funded with one-time federal COVID funds, and \$3.2 million will fund the new 81-bed Federal Way Red Lion Emergency Shelter.

Budget Outlook

While all budgets reflect the circumstances in which they are developed, King County's 2026-2027 proposed budget is influenced by a unique combination of factors. The County's budget is spread across about 140 funds, each with its own revenue sources for specified uses. Some funds are in strong financial condition, while others face severe challenges.

A year ago, the County's General Fund was projected to have a \$150 million deficit for 2026-2027 because of the longstanding State-imposed one percent annual growth limit on property tax revenue. Inflation and growth of adult and juvenile criminal caseloads increased this gap to about \$175 million by June. While the Legislature did not change the property tax revenue growth limit, it did make available a new 0.1 percent sales tax to counties through HB 2015. I proposed this tax earlier this year, and the Council approved it. The tax will go into effect on January 1, 2026, and is projected to generate about \$203 million for the 2026-2027 biennium. In addition, the Legislature broadened the sales tax base to apply to things not previously taxed, which helps the General Fund, Metro Transit, and several other funds.

As a result of this new revenue, the 2026-2027 Proposed Budget avoids the drastic cuts for the General Fund that would otherwise have been needed. I have also proposed funding increases to support and expand critical services such as adding juvenile probation counselors in Superior Court to support youth and a Special Assault Unit deputy in the Sheriff's Office to help reduce unincorporated areas case backlog; expanding funding for victim support services; and funds to preserve homeless shelters and gun violence prevention work.

The current federal Administration has proposed many budget reductions that would adversely affect County programs and our residents. Our attorneys, working with other state and local governments and nonprofit organizations, have successfully prevented many of these illegal cuts. However, Congress and the President have signaled that the federal budgets for 2026 and 2027 will include large cuts to Medicaid, public health, affordable housing, emergency management, and other areas. My Proposed Budget shifts County resources to preserve emergency management functions and establishes modest reserves to backfill other potential federal cuts temporarily. It is important to note that the County does not have the financial capacity to cover even a small fraction of the likely forthcoming federal funding cuts, which will result in impacts to community partners, service providers, and residents.

The President's tariffs, tax policies, and immigration policies are damaging the economy. The Proposed Budget is based on a July revenue forecast that assumes slow, continued

growth throughout the biennium. The President's policies could induce both a recession and higher inflation, which would hurt all of the County's funds that depend on sales taxes and other economically sensitive revenues. In addition, the County's capital projects could see significant cost increases as a result of spiking tariffs.

Many of the County's other funds are in good financial condition. This year, King County voters renewed the Automated Fingerprint Identification System (AFIS) levy (58.3 percent "yes" vote) and the Parks levy (72.9 percent "yes" vote). The Emergency Medical Services (EMS) levy is on the November ballot. The Proposed Budget cannot assume that this measure passes, so if it does, the Council will need to adjust the EMS budget accordingly before final adoption of the budget ordinance.

The two major funds of the Department of Local Services (DLS) are in dire condition. The Roads Fund relies largely on property taxes from the unincorporated area, which are subject to the same one percent revenue growth limit under State law. The Road Services Division has steadily reduced its capital program in recent years. The proposed budget includes minimal capital funding in 2026 and 2027 and will include no capital funding in 2028 and beyond unless new revenue becomes available. That would mean that roads and bridges in unincorporated King County would plan to gradually be closed because there is no funding available for major repairs or replacements.

The DLS Permitting Fund has a large deficit because building permits are currently at the lowest level ever, mainly due to the slowing economy and high interest rates. The proposed budget takes actions that will lead to return to a positive fund balance in six years.

While the 2026-2027 budgets for Public Health and Metro Transit remain steady, each faces challenges in later years because revenue growth does not keep up with cost growth. These departments are also highly vulnerable to potential federal cuts. The Metro budget acknowledges that achieving the goal of a fully zero-emissions fleet by 2035 is not possible, even if funding were available. Local utilities cannot provide the required electricity on this schedule, nor can bus manufacturers produce enough reliable vehicles. Assuming funding is available, reaching full zero emissions by the early 2040s is more attainable.

Finally, the proposed budget pulls together various funding sources to maintain our current homelessness response system. However, the combination of expiring federal funds, decreased state support, and lower document recording fee revenue means that some shelters may have to close after May 2027. Federal cuts could also reduce the number of permanent supportive housing and rent-supported units as soon as 2026.

The Budget Transmittal Package

In addition to the 2026-2027 Proposed Budget Ordinance for operating and capital budgets, this transmittal package includes the following separate proposed legislative components and reports.

Proposed Ordinances

Property Tax Ordinances – Included in this transmittal package are the proposed property tax ordinances necessary to collect the 2026-2027 property tax revenue supporting the proposed budget. The Office of Performance, Strategy, and Budget staff will work with Council staff to ensure final numbers are included in these ordinances once that information is received from the Assessor, consistent with the previous year's practice.

Non-Represented Employee 2026-2027 General Wage Increase (GWI) Ordinance – This proposed Ordinance would authorize a 3.75 percent general wage increase from the 2025 schedules, effective January 1, 2026, and a 3.75 percent increase from the 2026 schedules, effective January 1, 2027, for regular, short-term temporary, and term-limited temporary employees in non-represented county positions. The proposed Ordinance is submitted pursuant to the provisions of King County Code 3.12.130 and 3.12.140. The proposed Ordinance also outlines the insured benefits agreement for non-represented employees beginning January 1, 2026, and approves the enclosed 2026 3.75 GWI King County Hourly Squared Schedules:

- 2026 3.75 GWI King County Hourly Squared Schedule;
- 2026 3.75 GWI King County Annual FLSA Exempt Squared Schedule;
- 2026 3.75 GWI King County Standardized Hourly Salary Schedule;
- 2026 3.75 GWI King County Standardized Annual FLSA Exempt Salary Schedule;
- 2027 3.75 GWI King County Hourly Squared Schedule;
- 2027 3.75 GWI King County Annual FLSA Exempt Squared Schedule;
- 2027 3.75 GWI King County Standardized Hourly Salary Schedule; and
- 2027 3.75 GWI King County Standardized Annual FLSA Exempt Salary Schedule.

Department of Local Services Community Needs List Ordinance – This proposed Ordinance would adopt the community needs lists for the six rural community service areas and the five urban unincorporated potential annexation area geographies, as required by King County Code 2.16.055.C. The proposed community needs lists include the potential services, programs, facilities, capital improvements, and standard operations that need additional resources to respond to community-identified needs, including those that build on the communities' strengths and assets. They were developed in consultation with members of the 11 communities.

King County Civic Campus Stewardship Committee Ordinance – This proposed Ordinance would establish a King County civic campus stewardship committee, its priorities, functions, and composition.

Mental Illness and Drug Dependency (MIDD) Service Improvement Plan Extension Ordinance – This proposed legislation would amend Ordinance 15949, as amended, extending the due dates of the MIDD III Implementation Plan until an Ordinance is enacted adopting a new MIDD Implementation Plan.

Limited Tax General Obligation (LTGO) Bonds Ordinance – This proposed Ordinance would authorize the issuance of not-to exceed \$776 million of limited tax general obligation (LTGO) bonds to provide funding for various proposed capital projects. Included among the projects are nearly \$285 million for Solid Waste Division capital projects, \$87 million for housing projects, \$166 million for various land acquisitions, \$92 million for various technology projects, and \$176 million for facility improvement and other projects. The proposed Ordinance would also authorize the issuance of LTGO refunding bonds during the biennium to reduce debt service costs on outstanding bonds whenever the savings exceed certain targets identified in the County’s Debt Management Policy as adopted by Motion 15984. The proposed legislation would continue to delegate authority for the sale of the bonds to the County’s finance director.

Unlimited Tax General Obligation Bond Authorization Summary – This proposed Ordinance would authorize the issuance and sale of one or more series of unlimited tax general obligation bonds not to exceed \$1,496,429,985 to finance public health, safety, and seismic improvements to Harborview Medical Center, and to pay the costs of issuing the bonds. Ordinance 19325 authorized \$1.74 Billion in UTGO Bonds and will expire in 2026. This new authorization Ordinance allows the County to issue bonds for up to \$1.5 billion, the remaining authority authorized by voters in the 2020 Proposition 1 levy.

Hospital Services Agreement (HSA) Amendment – This proposed Ordinance would authorize execution of a second amendment to the HSA for Harborview Medical Center. The Second Amendment to the HSA recognizes an urgent, increased need to support the County’s Mission Population programs and services and provides for an increased mission support payment to King County. The Second Amendment to the HSA also provides the opportunity to allow University of Washington to be responsible for management, design, planning, development and contract oversight of Board-approved Medical Center capital projects. The Harborview Board of Trustees is anticipated to approve this amendment at its meeting on September 25, 2025. The Board of Regents has approved it.

Fee Ordinances

Department of Local Services Permitting Division Fee Increase Ordinance – This proposed Ordinance would authorize a new permit application processing fee and an 11.8 percent increase of the existing Permitting Division fee. It also adds a 3.5 percent temporary surcharge for development permit fees and adds permit application fees for the Historic Preservation Program and River and Flood Management programs of the Department of Natural Resources and Parks for 2026-2027.

Department of Natural Resources and Parks Surface Water Management Fee Increase Ordinance – This proposed Ordinance would authorize a 4.99 percent \$18 fee increase to the Surface Water Management fee, bringing the annual rate from \$361 to \$379 per residential parcel for 2026-2027, with corresponding adjustments in the rates for classes of non-residential property. This increase supports ongoing efforts to improve and maintain

stormwater infrastructure and provide necessary surface water management services to protect public health and safety.

Department of Natural Resources and Parks Noxious Weeds Special Assessment

Increase Ordinance – This proposed Ordinance would authorize a 30.97 percent or \$1.92 increase for the Noxious Weed Control program’s special assessment, bringing the annual rate from \$6.20 to \$8.12 per parcel for 2026 and 2027. The Noxious Weeds special assessment last increased in 2022. The proposed increase would restore the Noxious Weed fund reserve and cover three years of inflationary increases through 2027 to sustain existing levels of service, enabling the program to respond to high-priority noxious weed outbreaks and support the Clean Water Healthy Habitat Strategic Plan.

King County International Airport Landing, Fuel, and Aircraft Parking Fee Increase

Ordinance – This proposed Ordinance would increase the landing, fuel, and aircraft parking fees at the King County International Airport (KCIA). These fees have not increased since 2014. The proposed Ordinance would also create new administrative fees related to security badges and service operator permits. Increasing existing fees and establishing new administrative fees will support the financial sustainability of the Airport.

King County Sheriff’s Office (KCSO) Civil Fee Ordinance

– This proposed Ordinance increases the KCSO’s existing civil process fees by 19.8 percent to account for inflationary increases for providing services. State law allows counties to raise fees to recoup costs under RCW 36.18.040(1). The last increase was on January 1, 2021. Covered services include personal and real property court orders, protection orders, court-ordered evictions, family law actions, and notice of small claims.

KCSO Civil Appearance Fee Ordinance – This proposed Ordinance would establish a new fee reimbursing the KCSO for the cost of staff subpoenaed to testify in civil litigation. This would ensure KCSO staff expenses are appropriately reimbursed and public funds are not used to subsidize private litigation.

King County Code Changes

King County Code Section 2 Department of Executive Services Harborview

Construction and Infrastructure Division Change – This proposed legislation would establish a new division in the Department of Executive Services, the Harborview Construction and Infrastructure Division, to manage the planning, contracting, and construction of all County capital projects at HMC, among other duties. The division will include 15 existing FTE positions transferred from the Facilities Management Division and three FTE positions added in the 2025 first Omnibus (Ordinance 19956). The Executive’s Proposed Budget adds eight new positions to support the design and construction of a new multi-story inpatient tower and associated improvements on the Harborview campus. The new division will be funded by the Harborview Bond Program and the County Hospital Levy.

King County Code Section 2 Department of Information Technology Chief Information Security Officer Change – This proposed Ordinance would amend King County Code to establish the position of chief information security officer within the Department of Information Technology (KCIT). The chief information security officer will serve as the sole authority on cybersecurity and privacy matters across all branches of government, strengthening the County’s cybersecurity infrastructure and ensuring the protection and continuity of vital public services. This is an existing FTE within KCIT.

King County Code Section 2 Department of Public Defense Standards Change – This proposed Ordinance would amend King County Code to clarify King County’s intent to follow the Washington State Supreme Court’s Standards for Indigent Defense.

King County Code Section 2 Department of Judicial Administration, Customer Services Division Name Change – This proposed Ordinance would amend King County Code to rename the Department of Judicial Administration’s Norm Maleng Regional Justice Center Customer Services Division to the Customer Services Division to more accurately reflect its function across locations.

King County Code Section 4A Capital Definition Changes – This proposed Ordinance would amend King County Code with updated definitions pertaining to the design and schedule of capital projects and programs in King County. These changes align County Code with industry best practices and provide consistency with other County documents.

King County Code Section 4A Right-of-Way Construction Permit Inspection Fee Change – This proposed Ordinance would increase the permitting inspection fee from \$176 per hour of utility inspection to \$187 per hour of utility inspection, an increase of 6.3 percent.

King County Code Section 4A Tax Exemption for Sales of Lodging Change – This proposed legislation would amend the King County Code’s tax rate exemption language for sales of lodging. This technical adjustment is made at the request of the Department of Revenue.

Fund Change Ordinances

Behavioral Health Administrative Services Organization (BHASO) Fund Ordinance – This proposed Ordinance would create a new fund for Behavioral Health Administrative Services Organization (BHASO) finances. The new fund is established in response to State Health Care Authority (HCA) requirements for detailed accounting and reporting of BHASO Funds. The separate BHASO fund will enable DCHS to improve revenue and expense tracking and eliminate the need for redundant systems to meet state HCA requirements to track the BHASO cash balance and to substantiate routine fiscal reporting.

Harborview Construction and Infrastructure Administration Fund – This proposed Ordinance would create the new Harborview Construction and Infrastructure Administration fund as a special revenue fund to receive reimbursement for costs related to Harborview construction and infrastructure capital projects. Creation of a new fund specific to Harborview construction and infrastructure activities managed by the County will support increased transparency and tracking of specific operational costs associated with these activities.

King County Code Section 4A Parks Fund Changes - This proposed Ordinance would amend King County Code to remove references to the expiring Parks Levy and replace them with references to the newly approved Parks Levy. These changes will allow Parks to receive new levy revenue and spend it according to the newly adopted six-year allocation plan.

Additional Materials

Child Savings Account Motion – This proposed motion requests a report from the Executive on the feasibility of establishing child savings accounts in King County. The report will include a review of similar programs established in other jurisdictions, a draft implementation plan, and a recommendation from the Executive on whether and how such a program could be implemented in King County.

Current List of Projects in Project Review Board (PRB) Oversight Report –King County Code 2A.380.200 requires the Chief Information Officer to provide a list of all information technology capital projects with active appropriation authority, including projects not seeking funding in the proposed budget and the unexpended appropriation for each project, to be included with the Executive Proposed Biennial Budget.

2025 Acceptance of Electronic Payments Report (2025 eCommerce Report) – Included with this transmittal is the 2025 Acceptance of Electronic Payments Report as called for by Executive Policy FIN-8-5-2-EP, Accepting Electronic Payments, Section IV.F.1, effective July 1, 2021. The enclosed report lists those agencies countywide that accept electronic payments (credit cards, debit cards, and electronic checks) and the specific subset of agencies that absorb transaction processing costs, instead of passing them on to their customers, as approved by KCC 4A.601.025. For absorbed costs, the report further lists the actual or budgeted amounts for the previous fiscal year, the present budget year, and the upcoming budget year.

4Culture Budget Submittal – The 2026-2027 4Culture Budget is included in accordance with Ordinance 18684.

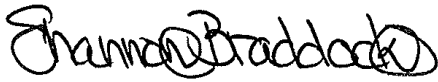
Administrative Fund/Subfund Closure Report – The 2025 Administrative Fund/Subfund Closure Report is transmitted to the Council for approval in accordance with the requirements of King County Code (KCC) 4A.200.020. As required, the enclosed report

describes the administrative funds and subfunds closed, the amount of the residual balances in those funds at the time of closure (if any), and the disposition of those residual balances.

I certify that funds are available.

If you have any questions, please contact Dwight Dively, Director, Office of Performance, Strategy and Budget at 206-263-9727.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannon Braddock". The signature is stylized with a large, looped "S" and "B".

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
Dwight Dively, Director, Office of Performance, Strategy and Budget
Elected Officials
Department Directors

2026-2027 FISCAL NOTE

Ordinance/Motion: Hospital Services Agreement (HSA)

Title: Hospital Services Agreement

Affected Agency and/or Agencies:

Note Prepared By: Kate Davis

Date Prepared: 9/19/25

Note Reviewed By:

Date Reviewed:

Description of request:

This proposed Ordinance would authorize execution of a second amendment to the HSA for Harborview Medical Center. This agreement does not impact current or planned appropriations.

Revenue to:

Agency	Fund Code	Revenue Source	2026-2027	2028-2029	2029-2030
County Hospital Levy Fund	1700		0	0	0
TOTAL			0	0	0

Expenditures from:

Agency	Fund Code	Department	2026-2027	2028-2029	2029-2030
County Hospital Levy Fund	1700		0	0	0
TOTAL			0	0	0

Expenditures by Categories

	2026-2027	2028-2029	2029-2030
TOTAL	0	0	0

Does this legislation require a budget supplemental? NO

Notes and Assumptions:

Attachment 5 to Staff Report for Proposed Ordinance 2025-0290
2nd Amendment to the HSA Section Change Comparison Chart. New language in red.

HSA Section	Underlying Language	2 nd Amendment	Effect
1.7 Capital Improvement Plan or CIP	The County Council approved six-year long range capital improvement plan for the Medical Center.	The County Council-approved Capital Improvement Plan includes capital projects that are funded by Harborview Medical Center revenues or available cash reserves. The CIP shall be developed and submitted on an annual basis and may include multi-year projects that are budgeted on a total project-cost basis.	Council would approve the HMC Capital Improvement Plan on an annual basis instead of on a six-year long range plan. The annual plan may include multi-year projects budgeted on a total project-cost basis. Executive staff indicate that, this change would align the Capital Improvement Plan for Harborview with the way the County manages other capital funds, including those that support Harborview.
Add new definitions	None	1.56 Other Medical Center-Related Capital Projects. All capital projects funded by sources other than the 2020 Proposition 1 Capital Program, including but not limited to major maintenance, repairs, replacement, renovations, or other capital projects to construct, acquire, or add to the Medical Center buildings, physical plant, and components thereof. 1.57 County Hospital Tax. The tax authorized by RCW 36.62.090, which allows the County to annually levy a property tax for the operation, maintenance, and capital expenses of the County hospital, and any outpatient clinics operated by the County hospital, and for the payment of principal and interest on bonds issued for such purposes.	Would add a new definition for capital projects funded by sources other than the 2020 Prop 1 Capital Program, and a definition for the County Hospital Tax first issued in 2025.
3.1.9 Capital Planning and Property	The University shall be responsible for the management, design, planning, development and contract oversight of Board-approved Medical	The University shall be responsible for the management, design, planning, development and contract oversight of Board-approved Medical Center capital projects funded either by	The HSA requires that projects exceeding \$5M, adjusted

HSA Section	Underlying Language	2 nd Amendment	Effect
	Center capital projects funded either by Medical Center revenues and/or with University support, which are budgeted, over the life of the project, for an amount not exceeding five-million dollars (\$5,000,000), which amount shall increase automatically each year in an amount consistent with the Consumer Price Index for that year. Such projects shall be procured and delivered in accordance with University procurement and delivery policies, procedures and statutes, and KCC 2.42.080. The University shall be authorized to execute all documents necessary to complete such projects. All other capital projects shall be subject to, planned and administered consistent with the KCC, as it now reads or is hereafter amended. The Parties will work together to propose amendments to the KCC as necessary and desirable to facilitate efficient capital activities. The CPOC, through unanimous consensus of its members, shall provide oversight of bond-financed capital projects.	Medical Center revenues and/or with University support, (a) which are budgeted, over the life of the project, for an amount not exceeding five-million dollars (\$5,000,000) in 2015 dollars , which amount shall increase automatically each year in an amount consistent with the Consumer Price Index for that year or (b) for projects which the County Executive and University agree in writing shall be the responsibility of the University. Such projects shall be procured and delivered in accordance with University procurement and delivery policies, procedures and statutes, and KCC 2.42.080. The University shall be authorized to execute all documents necessary to complete such projects. All other capital projects shall be subject to, planned and administered consistent with the KCC, as it now reads or is hereafter amended. The Parties will work together to propose amendments to the KCC as necessary and desirable to facilitate efficient capital activities. The CPOC, through unanimous consensus of its members, shall provide oversight of bond-financed capital projects.	annually, ¹ shall be managed by the County. This change would provide the ability for projects exceeding this threshold to be managed by the University if the Exec and University agree in writing.
6.4.2 Support for Mission Population	By December 31 of each year and subject to Section 6.4.3 below, the Board shall allocate from Medical Center revenues or reserves five million dollars (\$5,000,000) to a fund to support Mission Population programs and services that are currently being provided by the County. The \$5 million annual allocation is subject to adjustment as set forth in Section 6.4.3.	By December 31 of each year but subject to Section 6.4.3 below , the Board shall allocate from authorized Medical Center revenues or reserves five million dollars (\$5,000,000) to a fund to support Mission Population programs and services that are currently being provided by the County.	Would add reference to new section 6.4.3 related to the increased term limited payment supporting mission population programs and services.
6.4.3	Program Efficiencies. The Parties will immediately work together to identify ways to provide services to the Mission Population more efficiently. A committee comprised of representatives from the County, the Board, and UW Medicine will endeavor to identify, and, where feasible and appropriate, implement (1) efficiencies leading to a reduction in costs	Increased Support for Mission Population. In response to an urgent, increased need to support Mission Population programs and services that are provided by the County, the Board shall allocate, from authorized Medical Center revenues or reserves, three payments of twenty-eight million dollars (\$28,000,000) each by December 31 of 2025, 2026, and 2027 to a County fund to support Mission Population programs and services to be provided by the County (“Increased Mission Payments”).	Would replace the original Section 6.4.3. relating to a committee convened to identify program efficiencies within Public Health with a new Section 6.4.3. establishing

¹ Increased annually by the Consumer Price Index. In 2025, this amount is \$7,187,000.
COW Meeting Materials

HSA Section	Underlying Language	2 nd Amendment	Effect
	incurred by the County, including any variable overhead expense, and (2) new funding and revenue sources that would not otherwise reasonably be received by the County. Contributions eligible for reducing the allocation may be cash or in-kind. The Parties and the committee will work in good faith to make these program efficiencies substantial and permanent. The allocation described in Section 6.4.2 will be reduced by an amount agreed to by the Parties based upon reductions in costs incurred by the County or new funding sources that would not otherwise be received by the County. The Board shall disburse the allocation in Section 6.4.2 reduced by any agreed-upon reductions to the County by December 31st of each year.	6.4.3.1 The Board makes these increased payments in recognition of the Parties' shared interest in stabilizing programs and services to the Mission Population. 6.4.3.2 The University shall ensure that no County Hospital Tax revenue is used to make Mission Population support payments, including the Increased Mission Payments. 6.4.3.3 Except as provided in 6.4.3.4, the Board shall not be obligated to make any payments to the County to support the Mission Population, including Increased Mission Payments, after the third and final payment of \$28,000,000 by December 31, 2027. 6.4.3.4 As additional consideration for the Increased Mission Payments in 2025, 2026, and 2027, the County will release its rights to receive annual allocations of five million dollars (\$5,000,000) to support Mission Population programs and services provided by the County, as described in 6.4.2, except that if the County is required or compelled, as determined in the sole discretion of the County, to return the Increased Mission Payments to the Board, then the Board shall authorize payments to the County from Medical Center authorized revenues or reserves of five million dollars (\$5,000,000) for each Increased Mission Payment the County returns to the Board and thereafter the provisions of Section 6.4.2. shall apply. In the instance that the County is required or compelled, as determined in the sole discretion of the County, to partially return the Increased Mission Payments to the Board, any payments thereafter due to the County pursuant to Section 6.4.2, whether retroactive or prospective in nature, shall be offset by the amount of Increased Mission Payments not returned.	increased, term-limited support for mission population programs and services. This section would eliminate the annual payment of \$5 million in exchange for three annual payments of \$28 million (paid in 2025, 2026 and 2027) After the third payment of \$28 million by December 31, 2027, the Board would no longer be obligated to make additional payments to support mission population programs and services. This section also includes the first of two statements in the proposed amendment forbidding the use of County Hospital Tax proceeds intended for HMC operations to satisfy the Mission Population support payment.
6.4.4. Extraordinary Circumstances	Under extraordinary circumstances, the Board may submit a request to the County Executive and the County Council to suspend some or all of an annual allocation. This request shall include a summary of the actions taken by the Board to address the extraordinary circumstances. Provided however, before the Board may suspend any allocation, the County Council, by	Delete 6.4.4.	Would remove the provision providing the ability for the Board to request a suspension of the mission population payment in the event of

HSA Section	Underlying Language	2 nd Amendment	Effect
	motion, must approve the request, reject the request, or change the amount requested by the Board to be suspended. The Board and UW Medicine agree that the Medical Center budget will be revised in accordance with the passed motion.		extraordinary circumstances.
Add new Section 8.9		In each year the County levies the County Hospital Tax, the proceeds shall be used at the Medical Center for expenditures allowed under RCW 36.62.090 and as set forth in the County's budget for the applicable fiscal period. The Parties agree that of the amount of County Hospital Tax proceeds appropriated by the County for Medical Center operating expenses, none may be used to satisfy the Mission Population support payment and Increased Mission Payment set forth in Sections 6.4.2 and 6.4.3.	Would forbid the use of County Hospital Tax proceeds intended for HMC operations to satisfy the Mission Population support payment.

HOSPITAL SERVICES AGREEMENT

Between

**King County by and through its Executive and its Board of
Trustees for Harborview Medical Center**

and

The Regents of the University of Washington

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HOSPITAL SERVICES AGREEMENT

THIS HOSPITAL SERVICES AGREEMENT (this “Agreement”) is between KING COUNTY by and through its Executive and its BOARD OF TRUSTEES of the HARBORVIEW MEDICAL CENTER (the “Board”) and THE REGENTS OF THE UNIVERSITY OF WASHINGTON.

RECITALS

WHEREAS, King County, Washington is a home rule charter county established under the laws of the State of Washington;

WHEREAS, King County owns Harborview Medical Center (“Medical Center”);

WHEREAS, the Board has supervision and oversight duties as defined in RCW chapter 36.62 and KCC chapter 2.42;

WHEREAS, the Board, as representative authority of King County, is responsible for overseeing the provision of healthcare services to ensure access to high quality healthcare for all County residents, including the Mission Population;

WHEREAS, the Regents were established as the governing board of the University of Washington (“University”) pursuant to RCW chapter 28B.20 and delegated certain authority for the operation of the University to the President of the University and the President’s designees, including the UW Medicine CEO and UW Medicine CHSO/VPMA;

WHEREAS, the University, through its School of Medicine, educates medical students, trains physicians, conducts medical research and otherwise engages in efforts to improve health and provide clinical care for sick and injured individuals;

WHEREAS, the management and operation of the Medical Center is important to the University because the Medical Center is a major teaching hospital with other substantial facilities on a well-located campus;

WHEREAS, the University, through UW Medicine, currently provides management and clinical services to the Medical Center, as memorialized in the Prior Agreement, which the Parties now desire to replace with this Agreement;

WHEREAS, the mission of UW Medicine is to improve the health of the public by advancing medical knowledge, providing outstanding primary and specialty care to the people of the region, and preparing tomorrow’s physicians, scientists and other health professionals;

WHEREAS, King County's mission is both to provide clinical healthcare services to the Mission Population and to improve the health and well-being of the entire community;

WHEREAS, the Mission of the Medical Center is set forth in Exhibit 2;

WHEREAS, access to preventive, primary, secondary, tertiary and quaternary care services and other essential services is fundamental to the ability to effectively improve the health of the Mission Population;

WHEREAS, the Medical Center is an asset of King County and King County has the authority to raise capital to build and maintain the Medical Center;

WHEREAS, the Parties believe the Medical Center's personnel are its greatest asset;

WHEREAS, the Board supports UW Medicine's goal for the Medical Center to be one of its employment locations of choice to which it can recruit and retain a competent, professional workforce focused on serving patients, their families and the community;

WHEREAS, the Parties seek to ensure that the Medical Center remains financially viable and continues to be accredited as a high quality major teaching hospital; and

WHEREAS, the Parties are committed to creating a collaborative environment in which there is effective communication and transparency between the Parties with respect to financial and operational activities and accountability of the Parties for fulfillment of their obligations under this Agreement.

NOW, THEREFORE, for and in consideration of the mutual benefits hereunder and other good and valuable consideration, the Parties agree as follows:

1. DEFINITIONS

Defined terms are capitalized and have the meaning given to them by the text below:

- 1.1 **Admissions Policy.** The policy attached to this Agreement as Exhibit 6.
- 1.2 **Agreement.** Pursuant to RCW 36.62.290 this Hospital Services Agreement provides for (i) Management Services under the direction of the Executive Director, (ii) the rendering of Clinical Services and (iii) the conduct of Teaching and Research activities.
- 1.3 **Applicable Law.** Those federal, state, county, and municipal laws, ordinances, regulations and orders of any governmental body or instrumentality applicable to the Parties.
- 1.4 **Board.** The Board of Trustees, Harborview Medical Center.
- 1.5 **Board Bylaws.** The bylaws of the Board.
- 1.6 **Board President.** President of the Board.
- 1.7 **Capital Improvement Plan or CIP.** The County Council approved six-year long range capital improvement plan for the Medical Center.
- 1.8 **Capital Planning Oversight Committee.** A committee comprised of an equal number of members appointed by each of the County, Board and UW Medicine charged with reviewing and advising the Board regarding the University's annual CIP budget for the Medical Center. Decisions of the Capital Planning Oversight Committee (CPOC) must be by unanimous vote of all members.
- 1.9 **Centers of Emphasis.** Centers of Emphasis are specialized clinical programs selected by the Board and UW Medicine for dedicated resources to meet a particular medical service need for patients. Centers of Emphasis also may be Centers of Excellence.
- 1.10 **Centers of Excellence.** Centers of Excellence are specialized clinical programs that external parties, such as private and government payers, deem excellent because the programs meet the payer's specific standards for delivery of care, cost effectiveness and improved health outcomes.

- 1.11 Clinical Services.** Core Clinical Services and Non-Core Clinical Services.
- 1.12 Contract Year.** The entire year, or portion of any year, in which this Agreement is in effect.
- 1.13 Core Clinical Services.** Those Clinical Services referred to in Section 3.2.1 (Core Clinical Services) and listed in Exhibit 3.
- 1.14 County.** King County, a home rule charter county under the laws of the State of Washington, and when used in this Agreement, inclusive of the Board except where explicitly noted.
- 1.15 County Council.** Metropolitan King County Council.
- 1.16 County Executive.** Metropolitan King County Executive.
- 1.17 County Representative.** The individual designated by the County in accordance with Section 6.6 (Representatives) to provide general oversight of University activities under this Agreement.
- 1.18 Effective Date.** The Effective Date of this Agreement shall be the last date signed by an authorized Party representative.
- 1.19 Executive Director.** The Executive Director functions as the chief administrative officer for the Medical Center, to whom the Board delegates the powers and duties set forth in this Agreement.
- 1.20 Exhibits.** The following exhibits are incorporated into this Agreement by reference:
- Exhibit 1: Medical Center Facilities
 - Exhibit 2: Mission Statement
 - Exhibit 3: Core Clinical Services
 - Exhibit 4: Medical Center Identity
 - Exhibit 5: Line Items for Budget
 - Exhibit 6: Medical Center Admissions Policy
- 1.21 Faculty.** University Personnel holding academic appointments at the University of Washington.
- 1.22 The Joint Commission.** The Joint Commission or any successor body or other body that is a nationally recognized accrediting body for hospital or healthcare facilities used to accredit the Medical Center.
- 1.23 KCC.** King County Code.

- 1.24 Management Services.** All Management Services necessary and appropriate for the efficient operation of the Medical Center.
- 1.25 Medical Center.** Harborview Medical Center, which encompasses those facilities and properties set forth in Exhibit 1 and as described therein.
- 1.26 Medical Center Expenses.** All necessary Medical Center operating expenses incurred in the performance of the Management and Clinical Services or in the course of fulfilling the University's other obligations under this Agreement, as set forth in Section 7.2.1 (Necessary Medical Center Expenses).
- 1.27 Medical Center Policies.** The policies, procedures and rules governing the operation of the Medical Center, as approved by the Board.
- 1.28 Medical Director.** The chief medical officer of the Medical Center.
- 1.29 Medical Executive Board.** The Medical Executive Board established pursuant to the Medical Center's Medical Staff Bylaws to serve as the Board's executive committee of the Medical Staff.
- 1.30 Medical Record.** Collectively and individually, any record (paper or electronic) compiled by physicians and other healthcare professionals and maintained and retained by the Medical Center, in accordance with Applicable Law, which includes, but is not limited to, a patient's medical history, present illnesses, findings on examination, details of treatment, any part of notes on progress, and description of services rendered.
- 1.31 Medical Staff.** The Medical Staff of the Medical Center as approved by the Board.
- 1.32 Medical Staff Bylaws.** The Bylaws of the Medical Staff of the Medical Center.
- 1.33 Mission Population.** The populations described in the County Code, as may be amended, and in the Mission Statement, as set forth in Exhibit 2.
- 1.34 Mission Statement or Mission.** The mission statement of the Medical Center, as set forth in Exhibit 2, or as hereafter amended by the County Council.

- 1.35 **Non-Core Clinical Services.** Clinical Services that are not Core Clinical Services.
- 1.36 **Party or Parties.** The County or Regents, or both.
- 1.37 **Prior Agreement.** Management and Operations Contract, dated December 19, 1995.
- 1.38 **RCW.** Revised Code of Washington.
- 1.39 **Regents.** The Board of Regents of the University of Washington.
- 1.40 **Research.** The systematic investigation or study including research, development, testing and evaluation, designed to develop or contribute to knowledge relating to physical or mental health.
- 1.41 **Residents.** Physicians and dentists who are employed by the University, enrolled in University residency and/or fellowship Training Programs and assigned to the Medical Center by the University for at least part of their training.
- 1.42 **School of Medicine or SoM.** The University of Washington School of Medicine.
- 1.43 **Special Representative.** An additional individual occasionally designated by the County in accordance with Section 6.6 (Representatives).
- 1.44 **The Standard.** “The Standard” means after the Effective Date, a change in Applicable Law that imposes an obligation on the County to pay for Clinical Services provided to Mission Population individuals. When The Standard applies, and the County receives funding from the state or federal government to fulfill this new mandate of providing such Clinical Services, the County shall reimburse UW Medicine for professional and/or hospital Clinical Services at the then-current Medicaid rate or the amount the County receives from the state or federal government, whichever is greater. When The Standard applies and the County does not receive such funding from the state or federal government, the County shall reimburse UW Medicine at then-current Medicaid rates. The Medicaid rate payable by the County under The Standard shall exclude adjustments or payments made by the State Medicaid program for indirect medical education, disproportionate share hospital payments and other supplemental payments.

- 1.45 Trainee.** An individual participating in a Training or Teaching Program at Medical Center. Such individuals include students in the School of Medicine and other University health science schools, as well as individuals participating in training or teaching programs pursuant to an agreement between the University and another entity's training or teaching program.
- 1.46 Training Program or Teaching Program.** Accredited residency or other medical education programs, or independent health profession or technician training programs sponsored by the University, which includes training and teaching occurring at the Medical Center.
- 1.47 University.** University of Washington, a State of Washington institution of higher education.
- 1.48 University Employees.** University Employees are those individuals assigned by the University to perform services at the Medical Center who are employed and compensated by the University.
- 1.49 University Personnel.** University Employees and any other persons provided by the University to perform services under this Agreement.
- 1.50 University Representative.** The individual designated by the University in accordance with Section 6.6 (Representatives) to provide general oversight of University activities under this Agreement.
- 1.51 UW Medicine.** UW Medicine is comprised of University and non-University entities that collectively support the UW Medicine mission to improve the health of the public by advancing medical knowledge, providing outstanding primary and specialty care to the people of the region, and preparing tomorrow's physicians, scientists and other health professionals. These entities include the Medical Center, UW Medical Center, Northwest Hospital & Medical Center, Valley Medical Center, UW Neighborhood Clinics, UW Physicians, SoM, Airlift Northwest and also includes the University's membership in Children's University Medical Group and the Seattle Cancer Care Alliance. The term "UW Medicine" refers to the functions and leadership of UW Medicine as exercised by the University and is not intended to bind any of the entities that are legally separate from the University to the terms of this Agreement. The University may perform certain of the University's obligations under this Agreement through UW Medicine. Whenever

the term “UW Medicine” is used in this Agreement, it shall mean the “University.”

- 1.52 UW Medicine CEO.** The Chief Executive Officer of UW Medicine, Executive Vice-President for Medical Affairs and Dean of the School of Medicine, University of Washington.
- 1.53 UW Medicine CHSO/VPMA.** The Chief Health System Officer of UW Medicine, Vice-President for Medical Affairs, University of Washington.
- 1.54 UW Medicine Coordinated Quality Improvement Plan.** The quality improvement plan adopted by the University and UW Medicine for the purposes of: (a) improving the quality of care of patients and preventing medical malpractice; (b) assessing the competence of, and maintenance of relevant information concerning, individual physicians affiliated with the University through UW Medicine or otherwise; (c) resolving patient grievances; (d) developing information concerning negative outcomes and incidents, liability claims, settlements and awards, costs of insurance, and patient injury prevention; (e) delivering educational programs concerning quality improvement and patient safety, etc.; and (f) maintaining and improving policies to ensure these purposes are served.
- 1.55 UW Physicians.** The Association of University Physicians, a Washington nonprofit corporation, tax-exempt under IRS Code § 501(c) (3), and an entity associated with UW Medicine.

2. TERM

The term of this Agreement (the “Term”) shall commence as of the Effective Date and shall continue until December 31, 2025; provided, however, that the Term shall automatically renew for each of 2 successive 10 year terms, unless either Party objects in writing to an automatic renewal no later than twelve (12) months before the expiration of the pending Term. Furthermore, the Term may be terminated prior to the initial or any renewal period expiration date pursuant to the occurrence of certain termination events identified in Section 10.1 (Mutual Termination), Section 10.2 (Events of Termination), Section 10.3 (Non-Renewal), or Sections 10.4 and 10.5 (Reopening and Effect of Reopening).

3. RESPONSIBILITIES OF UNIVERSITY

3.1 Management Responsibilities.

3.1.1 Medical Center. UW Medicine shall have the authority and responsibility to manage the business and clinical affairs of the Medical Center and provide the Board with all Management Services necessary and appropriate for the efficient operation of the Medical Center, (the “Management Services”). UW Medicine shall at all times manage the Medical Center in a manner that is intended to achieve the Medical Center mission as identified in the Medical Center Mission Statement (Exhibit 2), as currently stated or as subsequently changed by the County in accordance with Section 5.2 (County Authority).

3.1.2 Personnel. To protect the County’s interest in quality and continuity of patient care, the University agrees to the following provisions:

3.1.2.1 The University, through the Executive Director, shall assign University Personnel as needed to head various operating units of the Medical Center. The University shall provide all personnel needed for the appropriate provision of the Management Services, Clinical Services, Teaching and Research activities encompassed by this Agreement. The University’s responsibilities shall include developing and maintaining Medical Center organizational structures and policies that are consistent with, Medical Center policies and procedures for Clinical Services, University policies and procedures, Applicable Law and applicable collective bargaining agreements.

3.1.2.2 The University shall seek to maintain positive employee and labor relations with University Employees and their duly certified exclusive bargaining representatives. The University’s responsibilities shall include, as applicable: maintaining collaborative working relationships with bargaining representatives in a manner that supports mutual respect, a joint commitment to problem-solving, and innovative and creative solutions to challenges. The University will negotiate its collective bargaining agreements in a productive and respectful manner and in good faith with the objective of seeking to reach timely agreements, prior to the expiration of such

collective bargaining agreements. The University shall comply with its collective bargaining agreements, and shall not directly or indirectly, interfere with, restrain, coerce, or discriminate against University Employees working at the Medical Center in the free exercise of their right to organize and designate representatives of their choosing for the purpose of collective bargaining, or in the free exercise of any other right under chapter 41.56 RCW.

3.1.2.3 The University shall maintain a process of continual improvement for employee and labor relations between the University and University Employees and their certified bargaining representatives. Such continual improvement efforts shall describe measurable metrics that align with the UW Medicine commitment to being an employer of choice for employees who are focused on serving patients, their families and the community. The University shall make periodic reports to the Board, not less than twice per year, including an annual report, on its process to develop and implement such metrics. The reporting will include evidence-based, industry standard employee engagement data, University Employee workplace satisfaction, worker safety, employee training and development programs as provided in Section 3.1.2.5, labor relations complaints and grievances, unfair labor practice complaints, the status of labor negotiations from the Executive Director - and progress with the Medical Center's Employer of Choice goals.

3.1.2.4 The University shall comply with all Applicable Law related to employment or University Employees, labor relations and collective bargaining, and shall prepare and file any reports, returns or other documents required by or appropriate with respect to any Applicable Law and any benefit, retirement or similar plan. The University shall obtain from all University Employees all verification and other documentation or employment eligibility status required by Applicable Law. The University shall retain such

documentation for all University Employees for the period prescribed by Applicable Law.

3.1.2.5 The University shall continue to maintain a continuing employee training and development program for University Employees as appropriate to meet its obligations under this Agreement. The training and development programs offered to University Employees working at Harborview Medical Center will be comparable to the training and development programs offered to the same category of University employees at UW Medical Center.

3.1.2.6 The University shall be responsible or shall cause a UW Medicine entity to be responsible for the salaries, fringe benefits, insurance benefits, payroll taxes and other amounts, benefits or expenses provided to or on behalf of the University Employees.

3.1.2.7 All employees of the County at the Medical Center who transferred to employment of the University on January 1, 1970, will retain all of their previously acquired rights and benefits including compensation, accrued and unused vacation and sick leave, and retirement benefits. If this Agreement or any subsequent renewal or amendment thereof shall operate to terminate such employees of the Medical Center as members of the classified staff of the University, said employees shall be covered into the career service of the County subject to the provisions of Section 560 of the County charter and subject to all the rules of the personnel system of the County, including rules concerning compulsory retirement, but excluding rules concerning initial appointment.

3.1.2.8 The Parties agree that the County is not a party to any collective bargaining agreement for University Employees. Nothing in this Section 3.1, or in this Agreement, shall establish a term or condition enforceable under or transferable to any collective bargaining agreement between the University and University Employees or any other UW Medicine entity and its respective employees. The

University's obligations pertaining to University Employees under this Agreement shall be limited to the Medical Center and Medical Center resources.

3.1.3 Licenses, Permits, Registrations and Certificates. UW Medicine shall obtain and maintain without restriction during the term of this Agreement all appropriate licenses, permits, registrations and certificates under Applicable Law for the provision of the services under this Agreement, including authorization for participation in Medicare and Medicaid. UW Medicine shall require University Personnel, including all its independent contractors, who are to perform services under this Agreement, to possess and maintain in effect during the term of their services under this Agreement, all licenses, permits, registrations and certificates required by Applicable Law which are required for their performance hereunder. Copies of all such licenses, permits, registrations and certifications shall be made available to the Board upon request. UW Medicine shall operate the Medical Center and perform its obligations under this Agreement in accordance with the requirements of all licensing and permitting bodies. UW Medicine will serve as liaison with governmental agencies and their agents on certification issues. UW Medicine will establish procedures for the proper completion of all Medical Records and the proper implementation of all other documentation necessary to obtain payments from third-party payers.

3.1.4 The Joint Commission. UW Medicine shall operate the Medical Center in accordance with the standards of The Joint Commission and shall ensure that the Medical Center maintains such accreditation. UW Medicine shall be responsible for the preparation for any survey conducted by The Joint Commission that may occur during the term of the Agreement. UW Medicine shall notify and seek input from the Board with respect to all identified deficiencies, shall respond to the Board and adequately address all such deficiencies.

3.1.5 Facility Maintenance. The University shall be responsible for maintaining all Medical Center buildings and physical plant (inclusive of building systems and infrastructure), consistent with best practices for the operation of a hospital and with the principles of environmental sustainability. The University shall provide sufficient staff or contracted

resources to carry out this responsibility on a timely, as-needed basis. The University shall manage and maintain the buildings and physical plant efficiently and effectively, using University expertise, resources and processes. In accordance with Section 5.4, the County shall reimburse the University for the County's Share of operating and maintaining those portions of the Medical Center occupied by the County or its tenants, other than the University.

3.1.6 Security. UW Medicine shall maintain and supervise the security at the Medical Center to provide a safe environment for patients, employees, contractors and members of the public, comparable to other healthcare facilities of this size and scope. In accordance with Section 5.4, the County shall reimburse the University for the County's Share of security in those portions of the Medical Center occupied by the County or its tenants, other than the University.

3.1.7 Selection, Maintenance and Utilization of Medical Equipment. UW Medicine shall advise the Board with respect to the selection of additional and replacement depreciable medical equipment for the Medical Center and shall be responsible for the inspection, evaluation and purchase of such medical equipment. UW Medicine shall obtain the approval of the Board prior to ordering any such medical equipment valued at over two hundred fifty thousand dollars (\$250,000).

3.1.8 Procurement of Goods and Services. UW Medicine shall develop and maintain procedures for the procurement of all Medical Center goods (including medical equipment) and services and shall be responsible for procuring such in accordance with Applicable Law. To the extent that procurement does not occur through group purchasing contracts or UW Medicine shared services and does not fall within the applicable direct buy limit, solicitation of bids will be made, and consideration will be given to procuring locally produced goods and services, as well as those procured from women and minority-owned businesses.

3.1.9 Capital Planning and Property. The University shall be responsible for the management, design, planning, development and contract oversight of Board-approved Medical Center capital projects funded either by Medical Center revenues and/or with University support, which are

budgeted, over the life of the project, for an amount not exceeding five-million dollars (\$5,000,000), which amount shall increase automatically each year in an amount consistent with the Consumer Price Index for that year. Such projects shall be procured and delivered in accordance with University procurement and delivery policies, procedures and statutes, and KCC 2.42.080. The University shall be authorized to execute all documents necessary to complete such projects. All other capital projects shall be subject to, planned and administered consistent with the KCC, as it now reads or is hereafter amended. The Parties will work together to propose amendments to the KCC as necessary and desirable to facilitate efficient capital activities. The CPOC, through unanimous consensus of its members, shall provide oversight of bond-financed capital projects.

3.1.10 Associations. UW Medicine's responsibilities shall include developing and maintaining the Medical Center as an institutional member of national, regional, state and local associations in the fields of healthcare administration and management.

3.1.11 Medical Center's County Identity. The Medical Center will be integrated into the broader UW Medicine system without losing the Medical Center's identity as a County-owned facility. UW Medicine will retain the names "Harborview" and "King County" as part of signage, logos, public relations, advertising, marketing and other forms of internal and external communications and any such materials shall identify that Harborview facilities are owned by King County, managed by the University and operated and staffed by UW Physicians and University Employees.

Upon execution of this Agreement, and in accordance with the specifications set forth in Exhibit 4, the University will include King County's logo on all UW Medicine webpages related to the Medical Center. Any changes to the signage on Medical Center buildings will be made in accordance with the specifications set forth in Exhibit 4. UW Medicine shall obtain the Board's approval before including King County's logo on the UW Medicine webpages or signage on Medical Center buildings.

UW Medicine shall report to the Board on its Medical Center identity proposals and obtain the Board's approval

before implementation. Once implemented, the Board's approval shall be required only for material changes to the Medical Center identity program.

3.2 Clinical Responsibilities.

3.2.1 Core Clinical Services. The Clinical Services listed in Exhibit 3 are provided at the Medical Center effective September 1, 2015. Unless approved by the Board, UW Medicine shall maintain the Core Clinical Services at the Medical Center, in accordance with the priorities established in the Mission Statement. Board approval is required prior to any decision by UW Medicine to close, add or move any Core Clinical Services. If a Core Clinical Service is moved, the status of that service as a Core Clinical Service is unchanged, except upon approval of the Board.

3.2.2 Collaboration Regarding Non-Core Clinical Services. UW Medicine and the Board shall collaborate with respect to the appropriate provision of Non-Core Clinical Services in the Medical Center. The Parties shall meet and review the allocation of Non-Core Clinical Services to the Medical Center within UW Medicine if requested by either Party, or at a minimum, at least annually. Board consultation is required prior to any decision by UW Medicine to close or add major Non-Core Clinical Services.

3.2.3 Care to all Patients. Consistent with the Mission Statement and Applicable Law, UW Medicine shall undertake to provide safe, high quality Clinical Services as required to effectively and efficiently meet the medical needs of patients, including those County patients who may experience limited access to other providers due to social, geographic, cultural, medical or other special needs. UW Medicine shall provide the same quality of care to all patients, regardless of financial sponsorship or ability to pay. Subject to Board approval, UW Medicine may adopt admission-related policies and procedures for the Medical Center so long as such policies and procedures are consistent with the Admissions Policy.

3.2.4 Patient Care Policies. UW Medicine shall adopt and maintain standards of patient care consistent with evidence-based medicine, using clinical pathways and practice guidelines in support of providing the highest quality of care.

- 3.2.5 Medical Director.** UW Medicine will appoint a Medical Director who will serve as the chief medical officer of the Medical Center and will also represent the University on all matters involving Clinical Services, Teaching and Research. This appointment shall be subject to Board approval.

The Medical Director is accountable to the UW Medicine CEO for all Teaching and Research matters, to the Executive Director and UW Medicine CHSO/VPMA for all matters involving Management Services, and to the Board, the Executive Director, the UW Medicine Chief Medical Officer and Vice President for Medical Affairs and the UW Medicine CHSO/VPMA for all matters involving the provision of Clinical Services. UW Medicine shall ensure that the Medical Director supervises and directs the delivery of Clinical Service, including Clinical Services involving Residents and students of the School of Medicine and other Trainees, in accordance with this Agreement. The Medical Director shall be both University Personnel and a member of the Medical Staff at the Medical Center.

- 3.2.6 Chiefs of Service.** The Chiefs of each Service, which are hospital administrative positions, shall be appointed by the Board upon recommendation of the Medical Executive Board in accordance with the Medical Staff Bylaws and the Board Bylaws.

- 3.2.7 Quality Assurance and Patient Safety.** UW Medicine shall develop and maintain such Medical Center operating policies, procedures and quality assurance mechanisms as are needed for optimal patient care. UW Medicine shall ensure that University Personnel participate in quality assurance and improvement, utilization review, risk management and other quality assurance and patient safety activities as specified by Medical Center policies and procedures, the Medical Staff Bylaws, applicable accreditation standards, Applicable Law, and the UW Medicine Coordinated Quality Improvement Plan.

- 3.2.8 Performance and Productivity Measures.** UW Medicine shall develop and maintain clinical performance and productivity measures sufficient to demonstrate the effectiveness and efficiency of its programs of care at the Medical Center, comply with all applicable government quality and reporting requirements including but not limited

to the Department of Health and Human Services Centers for Medicare & Medicaid Services. UW Medicine shall produce all required reports regarding performance and quality measures, in a manner that is complete, accurate and timely. UW Medicine shall maintain all accreditation, quality and performance measures of Medical Center at a level materially consistent with the level of such measures, metrics and standards as published by such programs, agencies and payers.

3.2.9 Qualifications. Appointment of University Personnel to the Medical Staff shall be in accordance with the terms and conditions of the Board Bylaws and Medical Staff Bylaws and shall be subject to Board approval. No University Personnel who hold a license to practice their profession subject to a restriction that would materially limit his or her performance of assigned duties hereunder may provide services under this Agreement, except upon the written approval of the Executive Director and Medical Director and in accordance with the Medical Staff Bylaws.

3.2.10 Credentialing. As a condition to the provision of Clinical Services to patients and in the conduct of the Training Programs, UW Medicine shall ensure that: (i) members of the Medical Staff shall maintain membership in good standing on the Medical Staff in accordance with Medical Staff Bylaws at any time that they provide Clinical Services or supervision to Residents; and (ii) all Residents who are enrolled in a Training Program shall maintain membership in good standing as Residents in their Training Programs and meet the conditions of conduct and standards of patient care as outlined in the Medical Staff Bylaws at any time that they perform Clinical Services hereunder. This provision shall not be interpreted to mean that Residents are members of the Medical Staff.

3.2.11 Compliance with Medical Staff Bylaws. All Medical Staff Bylaws, and all amendments thereto, shall be recommended by the Medical Staff for approval or rejection by the Board. University Personnel shall be responsible to comply with applicable Medical Staff Bylaws and policies and shall provide care consistent with policies approved by the Board, the Mission Statement and the Medical Staff Bylaws.

3.2.12 Change in Status. If the Medical Staff membership, clinical privileges and/or Faculty status of any University Personnel are suspended or terminated, UW Medicine shall take such steps as necessary to restrict the individual's activities consistent with those limitations until such membership, clinical privileges, or Faculty status is reinstated.

3.3 Training Programs.

3.3.1 Training Programs. The University shall establish the educational goals and objectives of the Training Programs. As applicable, the University shall supervise the Training Programs in a manner consistent with the standards and requirements set forth by the Accreditation Council on Graduate Medical Education and any other applicable accreditation bodies for program accreditation and with Medical Center Policies.

3.3.2 Supervision. The University shall have authority and responsibility for the clinical supervision and administration of Training Programs. University Personnel on the Medical Staff shall teach Residents and Trainees rotating through the Medical Center. University Personnel on the Medical Staff also shall supervise the activities of Residents and Trainees, consistent with Medical Staff Bylaws, Medical Center and UW Medicine policies and Applicable Law.

3.3.3 Accreditation. As applicable, the University shall maintain accreditation of all Training Programs that are conducted, in whole or in part, at Medical Center and shall notify the Board of any matters to its knowledge that may jeopardize such accreditation or if any accreditation is restricted or cited by the accreditation agency.

3.4 Fundraising. The University shall maintain a charitable fundraising and development function for the Medical Center that includes the donation of private funds to support the Medical Center's Mission and the Centers of Emphasis and Centers of Excellence located at the Medical Center. The University will support the development objectives of the Board and Medical Center administrative leadership by providing the appropriate development staff and resources to raise targeted funds from individuals, corporations and organizations in the community and to organize events designed to enhance philanthropic support and

community engagement for the Medical Center consistent with UW Medicine strategies for fundraising.

- 3.5 Medical Center Facilities.** The University shall be responsible to manage the Medical Center facilities and is authorized to execute contracts for onsite facility services, facilities maintenance and repair without additional County approval, so long as such expenditures are within the budget approved by the Board.

3.5.1 Leasing. In all Medical Center buildings owned or leased by the County, the University may act as the County's leasing agent and property manager for retail spaces and retail opportunities (including but not limited to kiosks, concession stands and ATM machines), and such other purposes which support or enhance the Medical Center; provided however, all such leases must be executed by the County Executive or the County Executive's designee. The Parties agree to work together to streamline processes for the purpose of increasing efficiency and reducing delays in the negotiation and approval process.

- 3.6 University Reimbursement.** The University shall reimburse the County, through payment to the Board, if it occupies space at the Medical Center for purposes which are not directly related to the operation of the Medical Center. Such reimbursement shall be calculated at a rate agreed to by the Parties in separate written agreements.

3.6.1 University Relocation; No additional Expenses. If the County requires UW Medicine to move any service or activity provided by UW Medicine under this Agreement to another location for the purpose of permitting repair or construction of existing Medical Center facilities, UW Medicine shall not be required to pay any amounts, including but not limited to rent, as a result of occupying the new location. The County shall bear the costs of relocation and occupancy in its project budget and shall pay directly or reimburse UW Medicine for all such costs.

4. RESPONSIBILITIES OF BOARD

- 4.1 Board Communications.** The Board shall communicate to UW Medicine any changes in the Mission Statement or the Admissions Policy made by the County.

- 4.2 External Relations.** The Board shall represent and act for the Medical Center in relationships with the general community in matters pertaining to the governance of Medical Center. In matters related to the day-to-day operation of Medical Center, including but not limited to relationships with government and commercial payers, outside agencies, University Employees and their bargaining units, UW Medicine shall represent the Medical Center.
- 4.3 Board of Trustees Bylaws.** The Board shall maintain Bylaws which include a committee structure which satisfies the standards of The Joint Commission.
- 4.4 Support for Medical Center Board.** The Board may utilize Medical Center operating funds to hire, pay, or contract for staff resources to assist the Board in fulfilling its supervision and oversight duties. Prior to such expenditures from Medical Center operating funds, and after consultation with UW Medicine, the Board shall determine whether additional resources are necessary and, if so, establish expectations for the amount of such expenditure. Board staff shall be entitled to access University records related to the Medical Center in the same manner as the Board is entitled to access such records.
- 4.5 Auxiliary Organizations.** The Board shall approve the establishment of auxiliary organizations and the bylaws delineating each such organization's purpose and function.
- 4.6 Approvals.** The Board shall: (i) maintain general supervision over the use of Medical Center resources and control all designated, restricted and general operating funds; (ii) approve and monitor the annual capital and operating budgets; (iii) review and approve the CIP and project plans prepared by UW Medicine prior to their submission to the County for its approval in accordance with KCC 2.42.080; (iv) oversee the provision by UW Medicine of Management Services as necessary and appropriate for the efficient operation of the Medical Center; (v) recommend to the County and UW Medicine physical facilities development plans, and short and long-term strategic and financial planning for the Medical Center; (vi) supervise UW Medicine's maintenance and operation of the Medical Center and equipment, within the limits of approved budgets and appropriations authorized; and (vii) approve all remodeling and construction projects within the provisions of Ordinance 10563, as subsequently amended.
- 4.7 Senior Management.** The Board shall approve or reject UW Medicine's recommended candidates for Medical Director and

Chiefs of Service. Appointment of the Executive Director is governed by Section 6.7.1 (Appointment).

5. RESPONSIBILITIES OF COUNTY

- 5.1 Facilities.** During the term of this Agreement, the County shall make the Medical Center available to the University for the operation of the Medical Center. Except as more specifically addressed in this Agreement, the County will retain title to all real and personal properties acquired for the County with Medical Center capital or operating funds prior to or during the term of this Agreement.
- 5.2 County Authority.** The County may change the Mission Statement and Admissions Policy. Prior to making such a change, the County shall consult with the Board and UW Medicine, and other interested groups, as appropriate, to receive and review their advice. The County shall review and approve the Medical Center's CIP and the annual capital improvement program budget.
- 5.3 Gifts of Real Property.** The County shall approve the acceptance of any gift, devise, bequest or otherwise of real property designated for the Medical Center's use in accordance with Applicable Law.
- 5.4 County's Share.** "County's Share" shall mean the County's contributions to the University's costs to operate and maintain the specific Medical Center buildings in which the County or its tenants, other than the University, occupy space. The County's contribution will be for services including but not limited to janitorial services, general repair services (but not major maintenance or capital improvements), utilities (unless separately metered and invoiced to the County directly), and security (unless otherwise provided by the County such as the Involuntary Treatment Court). The formula for calculating the County's Share shall be addressed in a separate Memorandum of Understanding negotiated by the Parties and made an exhibit to this Agreement. For any space occupied by the County, or its tenants, other than the University, on the Effective Date of this Agreement, the County's contributions to the University's costs to operate and maintain such space shall not increase without the approval of the County Representative or decrease without the approval of the University Representative; provided however, that if the County or its tenants vacate such space and the County or its tenants subsequently occupies the space, the County shall pay the County's Share beginning on the first day of occupancy by the County or its tenants.

6. JOINT RESPONSIBILITIES

6.1 Compliance and Cooperation. The Parties shall work cooperatively to accomplish the purposes of this Agreement. The Parties shall work together to fulfill the County's public health mission and goals and the Mission Statement, including excellence in clinical care, accessibility of care, and the efficient utilization of resources while also to the extent feasible furthering UW Medicine's mission and program needs.

6.2 System Reform Opportunities: Long Range Planning Committee. The Parties shall coordinate in the pursuit of opportunities to respond to the evolving healthcare industry, improve population health and have the Medical Center become the provider of choice for County and state residents, including supporting the Medical Center's status as a major teaching hospital, the continuation and expansion of Research at the Medical Center. To facilitate long-range planning for success in achieving the goals of the County, the Board and UW Medicine, the Parties will establish a committee appointed with representatives from the County, the Board and UW Medicine to focus on long-range planning. The committee will meet as necessary and desirable to facilitate strong coordination and the identification and monitoring of goals established among the Parties. The committee will respect the governance structures, accountabilities and collective bargaining commitments of each Party.

6.3 Centers of Emphasis and Centers of Excellence. UW Medicine and the Board shall cooperate in the development and promotion of Centers of Emphasis and Centers of Excellence at the Medical Center. The opening, closing, or material change in the status of any Center of Emphasis or Excellence shall require Board approval.

6.4 Commitment to Coordination.

6.4.1 The Parties share a common goal of more effectively serving the Mission Population including: providing high quality care, consolidating duplicate programs, leveraging available federal and state funding sources, and leveraging UW Medicine expertise in providing access to a full continuum of care.

6.4.2 Support for Mission Population. By December 31 of each year and subject to Section 6.4.3 below, the Board shall allocate from Medical Center revenues or reserves five million dollars (\$5,000,000) to a fund to support

Mission Population programs and services that are currently being provided by the County. The \$5 million annual allocation is subject to adjustment as set forth in Section 6.4.3.

- 6.4.3. Program Efficiencies.** The Parties will immediately work together to identify ways to provide services to the Mission Population more efficiently. A committee comprised of representatives from the County, the Board, and UW Medicine will endeavor to identify, and, where feasible and appropriate, implement (1) efficiencies leading to a reduction in costs incurred by the County, including any variable overhead expense, and (2) new funding and revenue sources that would not otherwise reasonably be received by the County. Contributions eligible for reducing the allocation may be cash or in-kind.

The Parties and the committee will work in good faith to make these program efficiencies substantial and permanent. The allocation described in Section 6.4.2 will be reduced by an amount agreed to by the Parties based upon reductions in costs incurred by the County or new funding sources that would not otherwise be received by the County. The Board shall disburse the allocation in Section 6.4.2 reduced by any agreed-upon reductions to the County by December 31st of each year.

- 6.4.4. Extraordinary Circumstances.** Under extraordinary circumstances, the Board may submit a request to the County Executive and the County Council to suspend some or all of an annual allocation. This request shall include a summary of the actions taken by the Board to address the extraordinary circumstances. Provided however, before the Board may suspend any allocation, the County Council, by motion, must approve the request, reject the request, or change the amount requested by the Board to be suspended. The Board and UW Medicine agree that the Medical Center budget will be revised in accordance with the passed motion.

- 6.5 Gifts of Personal Property.** In accordance with Applicable Law, the Board may accept and expend tangible personal property, including money, by gift, devise, bequest or otherwise for the Medical Center's use. Any such gift, devise, bequest or otherwise will be managed by the University for the benefit of the Medical

Center. The University also directly may accept and expend tangible personal property, including money, by gift, devise, bequest or otherwise for the Medical Center's use, consistent with University development policies and procedures.

6.6 Representatives.

6.6.1 University Representative. The University designates UW Medicine CEO to serve as University Representative with respect to administration of this Agreement. The University may change its Representative, but must notify the Board in writing. The University will strive to provide advance notification of a change in its University Representative. If not provided in advance, such notice will be provided immediately upon designation of the change.

6.6.1 County Representative. The County designates the Board President, or his or her designee, as the County Representative with respect to administration of this Agreement. Occasionally, the County may also designate an additional representative who is not a current Board member to serve as a special representative with respect to administration of the Agreement ("Special Representative"). The County may change its Representatives, but must notify the University in writing. The County will strive to provide advance notification of a change in its County Representative. If not provided in advance, such notice will be provided immediately upon designation of the change.

6.7 Executive Director.

6.7.1 Appointment. UW Medicine shall recommend the appointment of an Executive Director from among the candidates identified by the search committee established pursuant to Section 6.7.2 (Search Committee). The Board shall approve or reject UW Medicine's recommendation. If the Board rejects UW Medicine's recommendation, then UW Medicine shall submit another recommendation to the Board from among the candidates identified by the search committee, until an Executive Director is approved by the Board.

6.7.2 Search Committee. The following procedures will be used to select and appoint the Executive Director. A search committee, consisting of equal representation of the Board and UW Medicine, which may utilize the services of a

search consultant, shall develop a job description and qualifications statement, establish criteria for measurement of applications, screen all applicants, conduct investigations and interview candidates. The search committee shall identify a slate of acceptable candidates from which UW Medicine shall recommend candidate(s) to the Board for approval.

6.7.3 Accountability. The Executive Director will represent the Board and the University in matters of daily Medical Center management. The Executive Director is accountable, and shall jointly report, to the Board and the UW Medicine CHSO/VPMA or successor in function. The Executive Director shall be accountable for effective employee relations, engagement, and retention, in accordance with Applicable Law and University policy. The Executive Director will be responsible for managing Medical Center operations in accordance with the Mission Statement, the governance decisions of the Board, long-range plans, operating and capital budgets, and also with applicable policies of the Board and the University and UW Medicine.

6.7.4 Informational Reports of the Executive Director. The Executive Director shall provide the Board with such reports and information as the Board determines necessary to assist with its supervisory and oversight functions. In conjunction with the Board, the Executive Director shall also make a report to the County Council at least once per year.

6.7.5 Performance Evaluation. The performance of the Executive Director shall be reviewed at least annually by the Board and the UW Medicine CHSO/VPMA.

6.7.6 Removal. Following consultation between the Board and the UW Medicine CHSO/VPMA, UW Medicine shall immediately remove the Executive Director at any time that the Board or UW Medicine determines that the Executive Director's performance is less than satisfactory.

6.8 Funding of County's Obligations for the Pat Steel Building and the Ninth and Jefferson Building. The Parties agree that the Board annually shall include in the Medical Center operating budget, and shall pay to the County, sufficient funds to cover the monthly rent or outstanding debt ("Debt Payments") associated with the County's development and ownership of property interests in the Pat Steel Building, and the Ninth and Jefferson Building.

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This Section 6.8 (Funding of County's Obligations for the Pat Steel Building and the Ninth and Jefferson Building) terminates and supersedes the Ninth and Jefferson Building Funding Agreement dated December 4, 2006, and the 2012 Facilities Management Division Facility Use Agreement relating to the Pat Steel Building. Debt Payments for each respective building will terminate at the earlier of the date when the outstanding debt has been satisfied or upon agreement of the Parties.

7. BUDGET AND PAYMENT TO THE UNIVERSITY

7.1 Medical Center Operating Budget. UW Medicine will prepare and submit an annual operating budget to the Board for adoption, modification or rejection; will provide monthly budget status reports; and will make recommendations for changes in either policy or programs when necessary to sustain effective operations and financial viability. The Medical Center operating budget shall be approved by the Board. UW Medicine shall be responsible for complying with the Board-approved operating budget. UW Medicine shall also be responsible for developing and maintaining the necessary systems and procedures for operating budget controls to adhere to the Board-approved operating budget. To facilitate UW Medicine's management consistent with the approved budget, the County shall strive to provide advance written notice of any County expense allocated to the operating fund, and if advance notice is not feasible, the County shall provide prompt written notice after the fact.

7.2 Payments to the University for Services. Expenses for all services performed or provided by the University and any other obligations incurred or expenditures made by it under this Agreement shall be paid from Medical Center revenues, provided, however, that those payments have been included in the approved budget for the Medical Center, as provided in Exhibit 5.

7.2.1 Necessary Medical Center Expenses. Consistent with the annual budget adopted pursuant to this Agreement, the University shall be paid out of the Medical Center revenues for all necessary Medical Center operating expenses incurred in the performance of this Agreement or in the course of fulfilling its other obligations under this Agreement (collectively, the "Medical Center Expenses"). The Medical Center Expenses shall include: (i) payroll (wages, salaries and benefits) and expenses relating to all University Employee and expenses related to University

Personnel except as provided in Section 7.2.2 (Physician Expenses); (ii) the cost of utilities, maintenance and supplies (both medical and nonmedical) for the Medical Center; (iii) equipment (both medical and non-medical, including computer hardware); and (iv) other direct variable and fixed expenses incurred of a type identified as operating expenses in the approved budget.

7.2.2 Physician Expenses. To the extent that physician and other healthcare professional revenues for clinical care provided to Medical Center patients do not cover the cost of University Personnel to provide programmatic and Clinical Services at the Medical Center, the Medical Center may provide payments to support the clinical and programmatic efforts of Faculty. UW Medicine shall include in the budget the Medical Center's contribution to the cost of Faculty programmatic and Clinical Services when it develops the annual budget and separately identify that amount as part of the annual budget submitted to the Board for its approval, providing the Board with sufficient detail to understand how the budget allocation for Faculty expense is calculated.

7.2.3 Shared Services. UW Medicine shall separately identify the cost of services or facilities that are shared among various entities of UW Medicine, including but not limited to IT services, risk management services, financial services, contact center services, UW Neighborhood Clinic services and central administration services for payment out of Medical Center revenues. UW Medicine will provide the Board will sufficient detail to understand how the Medical Center's allocated cost for each shared service or facility was calculated. Upon Board approval, the budgeted expense for shared facilities and services may be paid in monthly installments amortized over a reasonable period of time.

7.2.4 Other Payments to University. The University may be paid from Medical Center revenues for other services not included in this Section 7.2 (Payment to the University for Services).

7.3 Extra-Budget Expenses. Using best efforts, UW Medicine will strive to present a budget that includes all foreseeable expenses. To the extent that an expense is not included in the approved budget, UW Medicine shall obtain prior Board approval before making any payments for any such extra-budget expense.

7.4 Capital Planning and Budgeting.

7.4.1 Control. The County retains ultimate control over capital improvement projects at the Medical Center.

7.4.2 CPOC. The CPOC's duties shall include:

7.4.2.1 As part of the annual budget process for the Medical Center, reviewing and advising the Board regarding the University's annual proposed CIP budget;

7.4.2.2 After the budget is approved, reviewing and recommending any changes to the CIP budget for consideration by the Board and the County, provided that in circumstances in which patient safety or compliance with healthcare regulations require expedited action or when an amendment does not exceed the Medical Center's approved budget, the Board may authorize revisions, which shall be reported to the County Council;

7.4.2.3 Monitoring the overall progress of the CIP;

7.4.2.4 Ensuring all capital reporting requirements are met; and

7.4.2.5 Performing any other review or recommendation duties assigned to it by the Board.

7.4.3 Membership. The CPOC shall be comprised of two members appointed by UW Medicine, two members appointed by the Board and two members appointed by the County.

7.4.4 Actions taken by the CPOC. Any recommendation made by the CPOC must be by unanimous agreement.

7.4.5 Schedule. In an attempt to adopt a CIP budget consistent with the University's fiscal year, the Parties shall make a good faith effort to abide by the following schedule for the annual adoption of the CIP budget. The CPOC should make its recommendations to the Board by February 28 of each year. The Board should approve the CIP budget by April 15 of that same year. The County Council should adopt the CIP budget by June 30 of that same year, provided that in circumstances in which patient safety or compliance with

healthcare regulations require expedited action, the Board may authorize the University to implement such actions, which shall be reported to the County Council.

7.5 Accounts and Funds Flow.

- 7.5.1 Medical Center General Operating Fund.** Through the term of this Agreement all financial transactions concerning the operation of the Medical Center will be handled from funds maintained by the County Finance and Business Operations Division. All Medical Center funds shall be under the control of the Board. A Medical Center General Operating Fund will be maintained for the purpose of recording all transactions not deposited into designated funds at the direction of the Board.
- 7.5.2 Medical Center Building Repair and Replacement Fund.** A designated fund, the Building Repair and Replacement Fund, will be maintained to account for the regular segregation of capital funds, including interest earned within the fund in accordance with Applicable Law. Deposits of capital funds shall be made at least annually to the Building Repair and Replacement Fund. From the Medical Center Building Repair and Replacement Fund will be drawn payments for acquisition of equipment, building renovation and improvements upon Board approval. As part of the long range and annual capital planning process of the Medical Center, foreseeable replacements and improvements will be included in the annual CIP budget submitted by UW Medicine to the Board.
- 7.5.3 Commitment to Efficient Systems.** The Parties agree that achieving financial system efficiencies is one mechanism for reducing expenses, thereby enhancing the shared goal of the Medical Center, the County and UW Medicine to serve the Mission Population effectively. In support of the goal of efficient operations that reduce operational expenses, the Parties agree that to the extent permitted by Applicable Law and policy of all Parties, the Medical Center may issue its own warrants and utilize UW Medicine financial and accounting systems whenever appropriate. In addition, the Parties agree that UW Medicine and the Board will participate in discussions with the County regarding the County's investment policy that may enable Medical Center cash reserves to achieve the highest return consistent with

County policies, optimal investment strategies and Applicable Law.

- 7.6 No Added Financial Obligation or Benefit.** Except as otherwise provided in this Agreement, the University is to incur no added financial obligation or financial benefit by reason of the execution or performance of this Agreement and the operation of the Medical Center pursuant to this Agreement. It is an express condition of this Agreement that the University be reimbursed by the Medical Center, to the extent current and Board-designated assets and restricted funds are available, for all services performed or provided by the University and any other obligations incurred or expenditures made by the University under this Agreement, except for expenditures made by the University from direct legislative appropriations to the University for the Medical Center.

8. REVENUE AND BILLING

- 8.1 Third Party Revenue.** UW Medicine shall maintain the Medical Center's participation in the Medicare and Medicaid programs (although UW Medicine shall not be required to maintain the Medical Center's participation in all Medicare and Medicaid products offered through commercial payers). Consistent with UW Medicine strategies and processes, UW Medicine shall maintain the Medical Center in contracts with significant government and commercial payers in the market. Consistent with the priorities of the Mission Statement, UW Medicine shall seek to establish and maintain Centers of Excellence or similar programs that enable the Medical Center to participate in favorable reimbursement programs.
- 8.2 Schedule of Charges.** UW Medicine shall develop and maintain policies and procedures for patient charges, billing, collections and the reduction of patient charges consistent with Applicable Law related to government healthcare programs and contracted payer requirements. UW Medicine shall provide an annual report to the Board on collection activities, including the reduction of patient charges and application of the Medical Center's charity care policy.
- 8.3 Billing and Collection for Professional Services Provided at the Medical Center.** With the Board's approval, University Personnel may charge professional fees for their services to patients at the Medical Center consistent with the applicable policies of the Medical Center and UW Medicine, including the Medical Center's charity care policies and the Mission Statement. University

Personnel providing professional services under this Agreement will not bill the County and the County will not be required to pay for professional services rendered at the Medical Center to County jail inmates. With regard to other patients, professional fees shall not be billed to the County and the County will not be required to pay unless (i) such services are eligible for payment by the County under a separate agreement entered into between the County and the UW Medicine entity providing the professional services or (ii) reimbursement is subject to The Standard.

8.4 Billing and Collection for Professional Services Provided to Jail Inmates at the UW Medical Center. The Parties agree that for King County jail inmates who receive professional services at the UW Medical Center, the County shall pay Medicaid rates. Prior to seeking reimbursement from the County, the UW Medicine entity providing the professional service shall follow Applicable Law and contractual obligations with third party payers to obtain any available reimbursement.

8.5 Billing and Collection for Hospital Services Provided at the Medical Center. UW Medicine shall be responsible for all Medical Center billing and collection activities for hospital services provided under this Agreement consistent with Applicable Law and UW Medicine policies and procedures for patient charges, billing, collections, and the reduction of patient charges. UW Medicine will not bill and the County will not be required to pay for hospital services provided to any jail inmate at the Medical Center. The County will also not be required to pay for hospital services to any other patient of the Medical Center, unless (i) such services are eligible for payment by the County under a separate agreement entered into between the County and Medical Center or (ii) reimbursement is subject to The Standard.

8.6 Billing and Collection for Hospital Services Provided to Jail Inmates at the UW Medical Center. The Parties agree that for King County jail inmates who receive hospital services at the UW Medical Center, the County shall pay Medicaid rates. Prior to seeking reimbursement from the County, the UW Medicine entity providing the hospital service shall follow Applicable Law and contractual obligations with third party payers to obtain any available reimbursement.

8.7 Collaboration to Secure Third Party Payment for Medical Center and Professional Services Where Available. To the extent there is no designated or identified source of funding for Clinical

Services delivered to Medical Center patients, including the Mission Population, the County will cooperate in efforts to enroll patients in payer programs for which they are or might be eligible, including, for example, Medicare and Medicaid programs; provided, however, with the County's cooperation, UW Medicine shall be responsible for seeking enrollment for County jail inmates who receive clinical care at a UW Medicine entity.

- 8.8 Payment.** When services are eligible for payment by the County under this Section 8, the County shall pay the billing UW Medicine entity within ninety (90) days of the receipt of a claim for payment; provided however, that if a written agreement between the County and the UW Medicine entity providing the care contains different payment obligations, the terms of the more specific written agreement will govern.

9. RESEARCH

- 9.1 General.** In accordance with RCW 36.62.290, the University is encouraged to develop, maintain and implement Research that takes place at the Medical Center to improve patient care, improve medical knowledge and/or develop new biomedical drugs, devices or treatments leading to the control of disease and prevention of injury. Research shall be consistent with, but not limited by, the Mission Statement, and the University may use "King County" and "Harborview" to identify Research publicly. The University shall reimburse Medical Center for the use of Medical Center resources for Research, and the County shall bear no costs related to Research except as provided in written agreements.
- 9.2 Research Compliance.** The University will ensure compliance of the Research with Applicable Law and other rules applicable to Research and Research billing including, but not limited to, laws and regulations governing human subjects research, research integrity, conflicts of interest, Medical Center policies and University IRB rules, regulations and policies and grantor requirements. The University shall ensure that Clinical Services are not compromised by Research.
- 9.3 Institutional Review Board Participation.** The County and Board may nominate a qualified individual for appointment to one of the University Institutional Review Boards.

10. TERMINATION

10.1 Mutual Termination. This Agreement may be terminated, in whole or in part, at any time upon the mutual written agreement of the Parties and upon approval of the County Council.

10.2 Events of Termination.

10.2.1 Notwithstanding Section 13, if the University: (i) materially breaches this Agreement, (ii) is unable to resolve with the County an Event of Reopening under Section 10.4; (iii) fails to maintain insurance as required by this Agreement; (iv) fails to maintain any material license, permit, accreditation, or certification required by the Medical Center to operate; (v) is excluded, debarred or suspended from participation (or otherwise becomes ineligible for participation) in any government program including Medicare or Medicaid or causes the Medical Center's participation in Medicare or Medicaid to be similarly in jeopardy or otherwise adversely affected; (vi) becomes subject to a corporate integrity agreement, corporate compliance agreement, deferred prosecution agreement or other governmental compliance action in connection with the performance of this Agreement ("governmental actions") that materially impairs the ability of the University to meet its obligations under this Agreement or causes the Medical Center to be a party to such governmental actions that result in material obligations on the Medical Center, unless the Board determines such obligations do not justify termination; or (vii) is convicted of a felony related to healthcare fraud or government funded healthcare program abuse or causes the Medical Center to be so convicted, the County may terminate this Agreement in accordance with the provisions of Section 10.2.3

10.2.2 Notwithstanding Section 13, if the County: (i) materially breaches this Agreement, (ii) is unable to resolve with the University an Event of Reopening under Section 10.4; or (iii) fails to maintain insurance as required by this Agreement, the University may terminate this Agreement in accordance with the provisions of Section 10.2.3.

10.2.3 The terminating Party will provide the other Party with a written notice of its intent to terminate this Agreement. The notice of intent to terminate shall identify which of the Section 10.2.1 or 10.2.2 grounds is the basis for the

termination and shall require the other Party to correct or remediate, within a specified time period, not to be less than one hundred and twenty (120) days, the deficiencies noted. If the other Party has not corrected the deficiencies within the specified time period, then the terminating Party may terminate this Agreement upon no less than one hundred and eighty (180) days written notice.

10.3 Non-Renewal. Either Party shall have the right to terminate this Agreement effective at its normal expiration date, by delivering written notice to the other Party not less than twelve (12) months prior to the end of a term.

10.4 Reopening. Either party may request review of this Agreement upon the occurrence of any of the events listed herein below (“Event of Reopening”) by providing written notice to the other Party:

- (i) Insolvency of either Party;
- (ii) The University proposes to materially restructure, move, close or have a change of control of UW Medicine that materially impairs the ability of the University to meet its obligations under this Agreement;
- (iii) Any material change to Applicable Law which materially and adversely impacts the operations of the Medical Center or this Agreement;
- (iv) King County Code changes necessary to effectuate provisions under this Agreement are not adopted; or
- (v) The County appoints to the Board an individual who is employed in a managerial capacity by or serves on the Board of Directors of a hospital or health system that is a UW Medicine competitor.

10.5 Effect of Reopening. Within fourteen days of a notice of reopening being sent, the Parties shall, in good faith, commence their review and, if agreed, renegotiation of the Agreement or specific sections of the Agreement. If, after 90 days, the Parties are not able to reach agreement on how to resolve the Event of Reopening, either Party may terminate the Agreement in accordance with Section 10.2.

10.6 Winding-up Procedures. The following provisions shall apply to the expiration or actual termination of services provided under this Agreement (for purposes of this Section 10 (Termination)), irrespective of whether such occurs upon the expiration of a stated

Term or pursuant to any of the termination provisions of Section 10 (Termination).

- 10.7 Cooperation.** The Parties agree to cooperate fully with each other to achieve an orderly transfer of the management of the Medical Center, so that the County can effectively and safely operate the Medical Center in a manner that provides continuity of patient care and compliance with all Applicable Law, licensing, accreditation, and contractual requirements. To the extent permitted by contract or law, all rights under contracts, permits licenses, certificates of need and other intangible assets as are necessary to allow the continued operation of the Medical Center shall be conveyed to and vested in the County.
- 10.8 Transition Plan** During the period between the date of receipt of any written notice to terminate this Agreement and the actual effectiveness of the termination, UW Medicine and the Board shall cooperate to develop a plan, including the steps to be taken to disburse real and personal property where ownership may be disputed and to unwind integrated and/or shared services activities, to effectuate the transfer of the operation of the Medical Center to the County or its designated successor manager of the Medical Center. During the Transition Period, the Board will continue to have the oversight functions and the University the material rights as set forth in this Agreement and UW Medicine will continue to provide Management Services and Clinical Services until the end of the Transition Period. If, for any reason, there are delays in implementing the Transition Plan, so as to confer total control of the Medical Center without interruption of patient care, the Parties may extend, on a temporary basis, the Term of this Agreement, with the Board to continue its oversight of the Medical Center in order to ensure continuity of care and patient safety.
- 10.9 Patient Care Responsibilities.** In the event of expiration, non-renewal or termination, UW Medicine shall cooperate fully with County (consistent with Applicable Law and recognized professional services) to vacate buildings if needed and provide continuity of care to UW Medicine's patients at Medical Center by safely transferring patients to other sites where University Personnel are authorized to practice. UW Medicine shall not abandon any patient in need of continued care who was under UW Medicine's care as of termination or expiration. As part of the Parties' obligation to cooperate under this Section 10.9 (Patient Care Responsibilities), the County, including its successor service providers, and University agree to abide by the patient's choice to

either remain in the care of the Medical Center or remain in the care of UW Medicine at other sites where University Personnel are authorized to practice.

- 10.10 Patient and Business Records.** As of the effective date of termination or expiration, the County shall retain ownership to all the records of the Medical Center and the University shall turn over to the County all records that are in the University's possession or control that relate to any services provided by the University under this Agreement, including but not limited to patient and operations and management records. Upon request, the University shall have prompt access to all such records; however any expense associated with such access shall be borne by the University.
- 10.11 Survival.** The following provisions of this Agreement shall survive its termination and expiration: Sections 10 (Termination), 11.5 (Records and Audits), 12 (Insurance and Indemnification) and 14.10.3 (HIPAA Compliance).
- 10.12 Service Contracts and Property.** As of the effective date of termination, UW Medicine shall assign, transfer or convey to the County, or such other person or persons designated by the County, all service contracts (to the extent assignable) requested by the County and the real and personal property determined to be owned by the County pursuant to the process described in Section 10.8 (Transition Plan). In addition, UW Medicine shall assign to the County all leases that are for the benefit or use of the Medical Center.
- 10.13 Preservation of Other Remedies.** Failure of non-breaching Party to elect termination under the provisions of this Section 10 (Termination) shall not constitute a waiver of other remedies, provided that the remedies otherwise sought are available hereunder.

11. REPORTING AND ACCOUNTABILITY

- 11.1 General Operations.** UW Medicine shall collect and maintain accurate information (as provided herein and as required by Applicable Law and applicable accreditation and certification standards) on the nature, scope and content of its operations subject to this Agreement including its financial statements and shall provide such information as reasonably requested by County.
- 11.2 Governance.** Governance and oversight of both the Medical Center and UW Medicine shall be closely coordinated. UW Medicine shall

report to the Board with respect to its provision of the Management Services and Clinical Services and all other matters arising under or with respect to this Agreement. The President and Vice President of the Board shall serve as ex officio members of the UW Medicine Board with full voice and vote.

11.3 Meetings.

11.3.1 The Board and UW Medicine agree that communication between them is of the utmost importance and, therefore, agree that their Representatives will actively participate and provide appropriate staffing for all scheduled meetings of the full Board and all standing and ad hoc committees of the Board. At least annually, the Board and UW Medicine shall meet to review relationships, ongoing activities and the Management Services and Clinical Services provided under this Agreement.

11.3.2 At least annually, the UW Medicine CHSO/VPMA (or successor in function) and the Board President will be invited to meet with the County Council and County Executive to report on the status and performance of the Medical Center at a meeting of an appropriate committee of the County Council.

11.4 Notice of Certain Events.

11.4.1 Legal or Administrative Actions. UW Medicine shall promptly notify the Board President of any (i) Medical Staff corrective actions, (ii) material regulatory or administrative reviews, including site visits that are outside of the usual course of business, (iii) findings or investigations, (iv) allegations of fraud or financial abuse, or (v) allegations of patient abuse or significant or potential patient harm. Additionally, UW Medicine shall make available to the Board any reports from such site visits, including any actual or potential enforcement proceedings or actions, letters citing deficiencies or suggesting or imposing corrective action.

11.4.2 Sanctions. UW Medicine shall promptly notify the Board if it receives notice of any actual or threatened sanction by any licensing, permitting or registration entity, peer review organization, governmental agency or an agent of a governmental agency, quality improvement entity or any entity charged with reviewing or certifying healthcare

delivery facilities or educational operations in the Medical Center.

11.5 Records and Audits.

11.5.1 Access to Records. The Board shall have reasonable and timely access to all Medical Center records, including business and financial records, patient records, Medical Staff records and meeting minutes and quality assurance data, consistent with Applicable Law.

11.5.2 Financial and Other Records. The University shall prepare and maintain financial and operational records in appropriate detail that identify its allocated expenses to the Medical Center budget for Management and Clinical Services under this Agreement. The University shall maintain records as necessary to substantiate such charges to County under this Agreement.

11.5.3 Retention of Records. All records required to be created or maintained under this Agreement shall be retained by the University for a minimum of six (6) years following the end of County's fiscal year in which service was rendered; provided that, if County notifies the University of an ongoing audit, the University shall retain all such records until County notifies the University that retention is no longer required. During such periods of record retention, and throughout the term of this Agreement, the University shall, unless precluded by Applicable Law, make such records available, upon reasonable notice of not less than ten (10) business days, at the University during normal business hours to County. Any inspection of records by the County shall be conducted in a manner that is least disruptive to the operation of the Medical Center and the University.

11.5.4 Federal Access to Records. The University agrees to provide access to records pursuant to the provisions of Section 1861(v) (1) (I) of the Social Security Act (42 USCA 1395x) with all the provisions contained in the referenced statute and regulations. The University as a contractor with the Medical Center agrees as follows: Until the expiration of four years after the furnishing of services pursuant to this Agreement, the University shall make available, upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General of the United States, or any of their duly authorized

representatives, the contract, and books, documents and records of the University that are necessary to certify the nature and extent of costs incurred by the Medical Center under this Agreement. If the University carries out any of the duties of this Agreement, with a value or cost of \$10,000 or more over a 12-month period, with a related organization, then the University agrees to incorporate in the subcontract a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller of the United States, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to certify the nature and extent of incurred by the Medical Center under this Agreement.

11.5.5 Audit Reports. In the event that any Federal or State auditor conducts an audit of the University and such audit has a material effect on the operation of Medical Center, the University shall make available the relevant portions of any final audit report prepared by such auditor to the County within fifteen (15) business days of receipt by the University.

11.5.6 Audits. Additionally, upon reasonable prior notice of not less than ten (10) business days, the County may audit any books and records related to the performance of this Agreement, regardless of location. The County may conduct such audit through a third party. All audits shall be conducted during normal business hours. Any audits of books and records by the County shall be conducted in a manner that is least disruptive to the operations of the Medical Center and the University.

12. INSURANCE AND INDEMNIFICATION

12.1 Insurance.

12.1.1 On-going Operations. The University shall procure and maintain, at a minimum, the following insurance coverages for itself and any other persons provided by University to perform Management Services and Clinical Services under this Agreement. The term "other persons" shall include Residents and members of the Medical Staff.

12.1.1.1 Commercial property insurance covering all facility buildings and improvements for their full replacement value, except as provided below with respect to earthquake and flood coverage. Coverage shall be at least as broad as the ISO special causes of loss form. Such insurance shall include both the County and the University as named insureds and loss payees.

12.1.1.2 The University shall additionally procure earth movement and flood coverage on facility buildings and improvements with limits no less than \$25,000,000 per occurrence and in the aggregate. If at any time, these limits cannot be obtained at a commercially reasonable rate, the respective Risk Managers shall agree to a coverage change that is comparable to other facilities in the Puget Sound region

12.1.1.3 Public employee fidelity bonding to protect the cash and other assets of the Medical Center;

12.1.1.4 Commercial General Liability insurance or self-insurance in an amount comparable to other facilities of this size and scope.

12.1.2 Insurance-Construction Activities. The University shall require, at a minimum, the following insurance from its construction contractors and consultants.

12.1.2.1 All design and engineering professionals shall be required to provide Professional Liability insurance coverage at limits comparable to projects of similar size and scope.

12.1.2.2 Property insurance on the work (Builders Risk insurance, including Earthquake and Flood) on a completed values form, naming contractors of all tiers, the County and the University as insureds.

12.1.2.3 All construction consultants and contractors shall be required to provide Commercial General Liability, Business Automobile Liability, Workers Compensation, and Employers Liability coverage. The University shall obtain or require

other insurance as necessary for projects of similar size and scope.

12.1.2.4 The County and the University, their boards, their officers, agents and employees, and the Board shall be named as additional insured on all liability policies except Professional Liability and Workers Compensation.

12.1.2.5 All capital projects undertaken by or the University shall provide continuing evidence of products-completed operations coverage for a period no less than six (6) years.

12.2 Indemnification.

12.2.1 The University shall defend, indemnify and hold the Board and the County, its elected and appointed officials, employees and agents harmless from, and against any damage, cost (including the payment of attorney fees and costs), claim or liability arising out of negligent acts or omissions of the University, its employees or agents, arising out of the activities or operations of the Medical Center by the University, including the University's management of capital projects for the Medical Center, or arising out of the premises except to the extent that such damage, cost, claim or liability results from the negligent acts or omissions of the Board, the County or their officials, agents or employees.

12.2.2 In the event it is determined that RCW 4.24.115 applies to this Agreement, the University agrees to defend, indemnify and hold the County harmless to the maximum extent permitted thereunder, and specifically for the University's negligence.

Each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that otherwise would be available against such claims under the Industrial Insurance Act provision of Title 51 RCW.

The University shall defend, indemnify, and hold harmless the County for Claims (defined below) asserted against County by University Personnel. For purposes of this Section 12.2.2, "Claims" shall be defined as any and all claims, debts, liabilities, demands, obligations, damages, attorneys' fees, costs, actions, and causes of action, of

whatever kind or nature that relates in any way to the employment or alleged employment of University Personnel including, without limitation, any and all statutory, civil or administrative claims, including, but not limited to any claim asserting that County is a joint employer under federal or state law, for breach of any covenant or contract, express or implied, any tort claim, any claim under the laws of the state of Washington, Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000e et seq., the Equal Pay Act, the Fair Labor Standards Act, the Employee Retirement Income Security Act, the Americans with Disabilities Act, as amended (42 U.S.C. §12111 et seq.), 42 U.S.C. §1981, the Family and Medical Leave Act, the Age Discrimination in Employment Act, any and all claims of any kind under any state, federal or local law, and any and all claims relating to the payment of wages, benefits or other amounts due or allegedly due to a claimant from County on any theory of liability whatsoever.

- 12.3 Risk Management.** In consideration of the CIP contemplated under this Agreement, the King County Risk Manager reserves the right to review and request adjustments to the insurance requirements under Section 12.1.2 (Insurance-Construction Activities), pursuant to the specifications of individual capital improvement projects.

Any adjustments made by the King County Risk Manager shall be in accordance with reasonable prudent risk management practices, shall be made with sufficient time for the Parties to confer but in no case after a bid request has been issued, and shall be consistent with those insurance coverages routinely requested and obtained by the King County Risk Manager from similar operations. Such adjustments shall be made in collaboration with the University Risk Manager. Adjustment, if any, in insurance premiums shall be the responsibility of the University.

13. DISPUTE RESOLUTION

- 13.1 Internal Resolution Process.** In the event of a dispute relating to the terms of this Agreement, the Parties shall convene a six-member Dispute Resolution Committee consisting of three members appointed by the CEO of UW Medicine, and three members appointed by the County in consultation with the Board. Any Party may require that a dispute be submitted to the Dispute Resolution Committee by providing notice the other Parties. Unless otherwise

agreed to by the Parties, the Dispute Resolution Committee shall meet within ten business days of the date the notice is sent to the other Party requesting review of a dispute. Unless a different delivery date is unanimously agreed to by the Dispute Resolution Committee members, within thirty days of the Dispute Resolution Committee's first meeting, it shall deliver its written recommendations to the Parties regarding potential resolution options. Over a period not to exceed ninety (90) days from the date of receiving the Dispute Resolution Committee's recommendations, the Parties shall engage in good faith efforts to resolve the dispute, taking into consideration the recommendations of the Dispute Resolution Committee.

13.2 Mediation. In the event the Parties are unable to resolve a dispute relating to the terms of this Agreement through the Dispute Resolution Committee process set forth in Section 13.1 (Internal Resolution Process), either of the Parties may, within 90 days after receiving the Dispute Resolution Committee's written recommendations, submit such dispute to mediation before a mutually agreed upon mediator and follow the procedures directed by the mediator. Conducting the foregoing mediation shall be a condition precedent to the initiation of litigation by either of the Parties. The fees and expense of the mediation shall be borne equally by the Parties.

13.3 Litigation. If the Parties are unable to resolve a dispute through the processes set forth in Sections 13.1 (Internal Resolution Process), and 13.2 (Mediation), then any Party may initiate litigation to resolve a dispute relating to the terms of this Agreement. Jurisdiction and venue shall vest exclusively in the King County Superior Court in Seattle, Washington.

14. MISCELLANEOUS

14.1 Integration. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties related to the subject matter hereof, contains all the terms and conditions agreed upon by the Parties, and constitutes the entire agreement between the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto.

14.2 Amendments. This Agreement may be amended at any time by the Parties, provided such amendment is reduced to writing, signed by the Parties and approved by the County Council by ordinance. Notwithstanding the previous sentence, after consultation with the

Board and UW Medicine, the County Council may modify the Mission Statement or the Admissions Policy and any such modifications shall apply to services provided under this Agreement. Any modified Mission Statement or Admissions Policy shall supersede and replace any earlier version of the Mission Statement or Admissions Policy whether or not the modified Mission Statement or Admissions Policy is included in an amended Exhibit.

14.3 Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Washington, without regard to conflict of law rules, as well as all applicable federal laws and regulations. The Parties agree that venue shall vest solely in the Washington State Superior Court for King County.

14.4 Notices. Unless otherwise specified in this Agreement, any notice, document, or other communication given or made hereunder shall be in writing and shall be deemed given upon (i) hand delivery or (ii) deposit of the same in the United States registered or certified mail, first-class postage and fee prepaid, and correctly addressed to the Party for whom it is intended at the following addresses:

If to the County:

*Board President
Harborview Medical Center
325 Ninth Ave.
Seattle, WA 98104-2499*

*King County Council
King County Courthouse
516 Third Avenue, Room 1200
Seattle, WA 98104*

*King County Executive
401 5th Avenue, Suite 800
Seattle, WA 98104*

With A Copy To:

*Chief of the Civil Division of
the King County Prosecuting
Attorney's Office
W. 400 King County Courthouse*

If to the University:

*UW Medicine CEO
1959 NE Pacific St
Box 356350
Seattle, WA 98195*

With A Copy To:

*Division Chief, UW Division
of AGO
4333 Brooklyn Ave NE
18th Floor*

516 3rd Avenue
Seattle, WA 98104-2388

Box 359475
Seattle, WA 98195

14.5 Nondiscrimination.

14.5.1 Nondiscrimination in Employment. During performance of this Agreement, the University agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

14.5.2 Equal Employment Opportunity Efforts. The University will undertake, and require all contractors and consultants to undertake equal employment opportunity efforts, to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

14.5.3 Equal Benefits to Employees with Domestic Partners. The University shall not discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners during the performance of this Agreement. Failure to comply with this provision shall be considered a material breach of this Agreement, and may subject the University to administrative sanctions and remedies for such a breach.

14.5.4 Nondiscrimination in Administration and Service. During performance of this Agreement, the University agrees that it will not discriminate against any person in its administration of this Agreement or in the delivery of services because of the person's sex, race, color, marital status, national origin, religious affiliation, disability, use of service animal, sexual orientation, gender identity or expression or age.

14.5.5 Compliance with Laws and Regulations. The University and all its contractors and consultants shall comply fully with all Applicable Law that prohibits discrimination. These laws include, but are not limited to, Chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. The University and all its contractors and consultants shall further comply fully with any equal opportunity requirements set forth in any Applicable Law.

- 14.6 Conflict of Interest.** The Parties shall maintain standards of conduct addressing real or apparent conflicts of interest involving its directors, officers, employees, and agents that comply with any Applicable Law.
- 14.7 Delegation and Assignment.** Neither the University nor the County shall delegate its duties or assign its rights hereunder, either in whole or in part, without prior written consent of the other Party. Any delegation, either in whole or in part, or assignment that does not have such consent shall be null and void. For purposes of this Section 14.7 (Delegation and Assignment), written consent from the County may be provided by the Board.
- 14.8 Successors.** This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- 14.9 Subcontracting of Services.** No performance of this Agreement shall be subcontracted by the University for amounts that exceed one percent (1%) of the annual Medical Center operating expense without the prior approval of the Board, provided that performance by any entity of UW Medicine will not be considered to be a subcontract subject to this Section 14.9 (Subcontracting of Services).
- 14.9.1 Approved Subcontracting.** Notwithstanding any Board consent to any subcontracting, the University shall remain responsible for any and all performance required of it under this Agreement, including the obligation to properly supervise, coordinate, and perform all work required hereunder. No subcontract shall bind or purport to bind County.
- 14.9.2 Bound by Agreement.** In the event that Board consents to any subcontracting under this Section 14.9 (Subcontracting of Services), the subcontractor, on behalf

of itself, its successors and administrators, shall assume and be bound by, and shall be deemed to have assumed and agreed to be bound by, each and all of the applicable provisions of this Agreement and any amendments that are relevant to its subcontracted performance.

14.9.3 Consent. In the event that the Board consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, nor construed to be, a waiver of this Section 14.9 (Subcontracting of Services) or a blanket consent to any further subcontracting.

14.9.4 Liability. The University shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. The County shall have no liability or responsibility whatsoever for any payment or other compensation to any subcontractors or their officers, employees and agents.

14.9.5 Copies. The University shall deliver to the Board a fully executed copy of each subcontract entered into by the University pursuant to this Section 14.9 (Subcontracting of Services), on or immediately after the effective date of the subcontract but in no event later than the date any work is performed under the subcontract.

14.10 Compliance with Applicable Law.

14.10.1 General. The Parties shall comply with all Applicable Law. In the event of any notice of a violation of Applicable Law, or an investigation into an alleged violation, each Party shall promptly notify the other Party in writing of such notice. The Parties shall take all measures reasonably necessary and under their respective powers to promptly remedy any violations(s) of any Applicable Law.

14.10.2 Compliance with Healthcare Law. This Agreement is intended to comply with the federal physician self-referral law, codified at 42 U.S.C. § 1395nn, the federal illegal remuneration law, codified at 42 U.S.C. § 1320a-7b(b), the federal anti-inducement law, codified at 42 U.S.C. § 1320a-7a(b), and all regulations promulgated thereunder.

14.10.3 HIPAA Compliance. In performance related hereto, the Parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d and any current and future regulations promulgated thereunder, including, without limitation, any applicable federal privacy, security, and electronic transactions regulations contained in 45 C.F.R. Parts 160, 162, and 164 and any applicable privacy, security and security breach notification provisions applicable to a business associate under Subtitle D of the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and any regulations promulgated thereunder, including, but not limited to, 45 C.F.R. Part 164, Subpart D. The Parties agree to make their internal practices, books, and records relating to the use and disclosure of Protected Health Information (as defined in 45 C.F.R. § 160.103) available to the Secretary of the Department of Health and Human Services to the extent required for determining compliance with the Health Insurance Portability and Accountability Act of 1996 and any current and future regulations promulgated thereunder. In addition, the Parties agree to comply with any Applicable Laws that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

14.11 Authority to Enter into Contract. The Parties represent and warrant that they have full corporate and legal authority to enter into and perform this Agreement in accordance with its terms and that the person executing this Agreement on behalf of each Party is an authorized agent who has actual authority to bind that Party to each and every term, condition, and obligation set forth in this Agreement and that all requirements of each Party have been fulfilled to provide such actual authority.

14.12 Relationship of Parties. University and County shall remain separate and independent entities. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between or among Parties other than that of independent contractors. Except as otherwise provided, neither of the Parties nor any of their employees shall be construed to be the agent, partner, co-venturer, employee, or representative of the other Party. University Personnel shall not be

deemed County employees and County elected officials, employees, agents and contractors shall not be deemed University employees, agents or contractors.

- 14.13 Restrictions on Lobbying.** If any Federal monies are to be used to pay for Clinical Services, University shall comply with all certifications and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations, and shall ensure that each of its subcontractors under this Agreement also fully complies with all such applicable certifications and disclosure requirements. The University also shall comply with the requirements of RCW chapter 42.17A regarding lobbying restrictions.
- 14.14 Government Relations.** The Parties agree to consult as appropriate with respect to government relations and any other issues of mutual concern relating to this Agreement.
- 14.15 Incorporation of Exhibits.** All Exhibits and recitals referred to in this Agreement are an integral part of this Agreement and are incorporated in full into this Agreement by this reference.
- 14.16 Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement; there shall be substituted for the invalid provisions a provision as nearly similar in effect on both Parties as would nevertheless be lawful; and the remaining provisions hereof that reasonably can be given effect apart from the invalid or unenforceable provisions shall remain in full force and effect, unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.
- 14.17 Investigations.** The Parties shall cooperate regarding outside investigations of the other Party as reasonably requested and as related to this Agreement.
- 14.18 Third Party Beneficiaries.** None of the provisions of this Agreement are or shall be construed as for the benefit of or enforceable by any person not a Party to this Agreement.
- 14.19 Waiver.** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any a provision of

this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement. All of the rights or remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and not alternative, and the exercise of any right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

14.20 Force Majeure. Neither Parties shall be liable or be deemed in default of this Agreement for any delay or failure to perform any obligation hereunder for any reason beyond its control, including but not limited to, acts of God, war, terrorism, civil commotion, fire, flood or casualty, labor difficulties, shortages of or inability to obtain labor, materials or equipment, governmental regulations or restrictions, or unusually severe weather; provided that the Parties shall perform to the extent, if any, that remains reasonably practicable. In any such case, the Parties agree to negotiate in good faith with the goal of preserving this Agreement and the respective rights and obligations of the Parties under this Agreement, to the extent reasonably practicable. The University recognizes that the Medical Center provides essential services and that these services are of particular importance at the time of a natural disaster or other similar event, or at the time of a riot, insurrection or civil unrest. Notwithstanding anything in this Agreement to the contrary, UW Medicine shall use best efforts, consistent with legitimate concern for University Personnel as well as for patients, to continue providing Clinical Services at the Medical Center during any natural disaster or other similar event, riot, insurrection or civil unrest. An unreasonable failure to comply with this Section 14.20 (Force Majeure), which remains uncured after demand, shall be considered a material breach of this Agreement pursuant to Section 10.2 (Events of Termination).

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

14.22 Interpretive Rules. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, and all Section references are to this Agreement unless otherwise specified. The words “include,” “includes” and “including” will be deemed to be followed by the phrase “without limitation.” The word “days” means calendar days unless otherwise specified herein. The title to this Agreement, table of contents and headings contained in this Agreement are for reference purposes

only and shall not affect in any way the meaning or interpretation of this Agreement. No provision of this Agreement shall be construed to require any Party or their respective officers, directors, subsidiaries or affiliates to take any action which would violate or conflict with any Applicable Law. The word “or” shall not be exclusive. The meanings given to terms defined herein will be equally applicable to both the singular and plural forms of such terms. Whenever the context may require, any pronoun includes the corresponding masculine, feminine and neuter forms. Except as otherwise expressly provided herein, all references to “dollars” or “\$” will be deemed references to the lawful money of the United States of America.

14.23 Section References. Throughout this Agreement, each section reference includes any subsection.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed in duplicate in their names and on their behalf by their duly authorized officers.

**BOARD OF TRUSTEES,
HARBORVIEW MEDICAL CENTER**

By: [Signature]

Dated: 2/25/16

Name: Clayton Lewis

Title: President, Board of Trustees

KING COUNTY WASHINGTON

Approved as to Form:

Date: 2/24/16

By: [Signature]

Name: Dow Constantine

Title: County Executive

[Signature]
Deputy Prosecuting Attorney

Approved by Ordinance Number: 2016-0094

**THE REGENTS OF THE UNIVERSITY
OF WASHINGTON**

Approved as to Form:

By: [Signature]

Dated: February 12, 2016

Name: Paul G. Ramsey, M.D.

Title: CEO, UW Medicine

[Signature]
Assistant Attorney General

By: [Signature]

Dated: February 19, 2016

Name: William S. Ayer

Title: Chair, Board of Regents

Exhibit 1

Medical Center Facilities

Building Use as of August, 2015

*** The Research and Training Building and Harborview Hall are part of the Medical Center Campus, but not are included in the term "Medical Center" as used in this Agreement. The Parties' respective rights, interests and obligations as to the Research and Training Building are governed by the 1994 Use Agreement the between the University and the County. Effective as of the execution date of this Agreement, Harborview Hall is vacant and the County is responsible for the insurance, maintenance and security of that building.*

BUILDING	OWNER	USE	BUILDING GROSS SQUARE FOOTAGE	SQUARE FOOTAGE USED BY KING COUNTY
Maleng	King County	Hospital (all floors)	261,673 BGSF	
Superblock: <i>Center Tower</i> <i>East Hospital</i> <i>West Hospital</i> <i>West Clinic</i> <i>East Clinic</i>	King County	Hospital purposes, except for County and retail functions noted below: East Clinic: KC TB Clinic KC Metro ADA Assessments West Clinic KC Lab WSECU ATM	1,063,921 BGSF	TB Clinic – 4095 DGSF Metro Assessments – 2838 DGSF KC Lab 5285 DGSF CDMHP 120 DGSF
Pat Steel Building	King County	Hospital clinic functions, administrative and faculty offices, except for the following retail spaces:	286,426 BGSF	

		At the Peak Café WSECU ATM		
NJB Building	King County owns foundation NJB Properties Owns the building	UW/HMC clinical, research and faculty offices, except for County and Retail functions noted below. KC Medical Examiner KC Involuntary Treatment Court/ PA offices/Public Defenders KC STD WSECU ATM Stockbox Subway Diva Espresso US Bank Gym	707,175 BGSF	Medical Examiner 34,047 RSF calculated via BOMA method KC Involuntary Treatment Court/ PA offices/Public Defenders 7991 RSF calculated via the BOMA method KC STD 13282 RSF calculated via the BOMA method
View Park Garage	King County	Hospital related parking	253,968 BGSF (includes helistop)	
Boren Garage	King County	Hospital staff parking	133,683 BGSF	
Pioneer Square Building	King County	Outpatient clinic and mental health services	22,074 BGSF	
Engineering Building	King County	This is a portable building that	5,886 BGSF	

		currently houses the HMC Planning and Engineering staff		
Walter Scott Brown Building	King County	Houses the HMC Security staff	8,093 BGSF	
Child Care Center	King County	Bright Horizons provides child care services for HMC related staff through the UW Worklife program	5,706 BGSF	
Firehouse	King County	Engineering staff	8,136 BGSF	
Research & Training Building**	Building owned by UW/land lease with KC	Wet lab research & conference / training rooms	181,930 BGSF	
Harborview Hall**	King County	Unoccupied	91,450 BGSF	

Legend / Glossary:

BGSF – Building Gross Square Feet – Total building square footage from exterior building envelope (includes pent houses, mechanical space, and space below grade)

BOMA – Building Owners and Managers Association standard methodology for measurement

DGSF – Departmental Gross Square Feet – Square footage including total room square footage and internal corridors specific to a department

RSF – Rentable Square Feet – Includes proportion of building and floor common areas

Exhibit 2

Mission Statement

Harborview Medical Center is owned by King County, governed by the Harborview Board of Trustees, and managed under contract by the University of Washington.

Harborview Medical Center is a comprehensive healthcare facility dedicated to the control of illness and the promotion and restoration of health. Its primary mission is to provide healthcare for the most vulnerable residents of King County; to provide and teach exemplary patient care; to provide care for a broad spectrum of patients from throughout the region; and to develop and maintain leading-edge centers of emphasis. As the only Level I Adult and Pediatric Trauma Center in Washington, Harborview Medical Center provides specialized comprehensive emergency services to patients throughout the region, and serves as the disaster preparedness and disaster control hospital for Seattle and King County.

The following groups of patients and programs will be given priority for care:

- Persons who are non-English speaking poor
- Persons who are uninsured or underinsured
- Persons who experience domestic violence
- Persons who experience sexual assault
- Persons incarcerated in King County's Jails
- Persons with mental illness, particularly those treated involuntarily
- Persons with substance abuse
- Persons with sexually transmitted diseases
- Persons who require specialized emergency care
- Persons who require trauma care
- Persons who require burn care

Harborview's patient care mission is accomplished by assuming and maintaining a strong leadership position in the Pacific Northwest and the local community. This leadership role is nurtured through the delivery of health services of the highest quality to all of its patients and through effective use of its resources as determined by the Harborview Board of Trustees.

Harborview, in cooperation with UW Medicine, plans and coordinates with Public Health Seattle and King County, other County agencies, community providers, and area hospitals, to provide programs and services.

Harborview fulfills its educational mission through commitment to the support of undergraduate, graduate, post-graduate and continuing education programs of the health professions of the University of Washington and other educational institutions, as well as programs relating to patient education.

Harborview recognizes that the delivery of the highest quality of healthcare is enhanced by a strong commitment to teaching, community service and research.

Exhibit 3

Core Clinical Services

- Level I Adult and Pediatric Trauma**, Adult and Pediatric Burn**
- Surgical Services
- Acute Inpatient Psychiatric Service
- Acute Rehabilitation Inpatient Service
- Infectious Disease Response Capability
- Comprehensive Emergency Department Services
- Primary Care Clinic Services
- Specialty Care Clinic Services
- Ambulatory Surgery
- Diagnostic and Therapeutic Services to include Angio-Cath, EEG, EKG, Vascular, and GI
- Comprehensive Imaging (Radiology, CT, MRI, Ultrasound)
- Occupational Therapy, Physical Therapy, and Speech Therapy
- Respiratory Therapy
- Nuclear Medicine
- Psychiatric and Behavioral Health Services
- Sexual Assault and Traumatic Stress Service

**Facilities, devices and services required to meet Level I Adult and Pediatric requirements specified by the Washington Administrative Code.

Glossary of Core Clinical Services*

- Level I Adult and Pediatric Trauma, Adult and Pediatric Burn – provides facilities, devices and services required to meet Level I Adult and Pediatric requirements specified by the Washington Administrative Code, Chapter 246-976
- Surgical Services - Surgical Services is comprised of departments and units that provide care to surgery patients. The group includes the Pre-Anesthesia Clinic, Ambulatory Surgery Unit (ASU), the Operating Room (OR), the Post Anesthesia Care Unit (PACU) and Central Processing Unit (CPU).
- Acute Inpatient Psychiatric Service - The inpatient service is designed to care for patients with any acute psychiatric disorder including first episodes of a psychiatric disorder, co-existing substance abuse, co-existing medical or surgical disorders, and affective disorders.
- Acute Rehabilitation Inpatient Service - Inpatient rehabilitation therapy is provided for stroke, traumatic brain injury, spinal cord injury, and disease, multiple trauma, and burns.
- Infectious Disease Response Capability – community resources to provide care, educate, and coordinate a needed response to large scale outbreaks of infectious diseases
- Comprehensive Emergency Department Services – includes trauma and a wide variety of services available to diagnose and treat conditions such as heart attacks, asthma, and mental illness
- Primary Care Clinic Services - involve a wide scope of healthcare, including all ages of patients, patients of all socioeconomic and geographic origins, patients seeking to maintain optimal health, and patients with all manner of acute and chronic physical, mental and social health issues, including multiple chronic diseases
- Specialty Care Clinic Services – clinic healthcare services provided by medical specialists and other health professionals who generally do not have first contact with patients, for example, cardiologists, urologists and dermatologists.
- Ambulatory Surgery - Outpatient surgery also known as same-day surgery is surgery that does not require an overnight hospital stay.
- Diagnostic and Therapeutic Services – services provided to inpatients and outpatients including such technologies such as angiography, electrocardiography, vascular testing, gastrointestinal testing and others
- Comprehensive Imaging – provides diagnostic services to inpatients and outpatients using technologies such as radiology, CT Scanning, Magnetic Resonance Imaging, and Ultrasound

- Occupational Therapy, Physical Therapy, and Speech Therapy – therapeutic treatments provided to inpatient and outpatients to aid in the rehabilitative treatment process
- Respiratory Therapy – services provided to evaluate, monitor, and treat breathing disorders and cardiovascular problems, such as asthma and emphysema.
- Nuclear Medicine –Medical specialty involving the application of radioactive substances in the diagnosis and treatment of disease
- Psychiatric and Behavioral Health Services – includes broad ranges of services including psychiatric emergency services, outpatient psychiatry services, medical-surgical consultation for patients with psychiatric conditions, sexual assault services, and addiction services
- Sexual Assault and Traumatic Stress Service – services provided to persons impacted by sexual assault and other traumatic events. Provides education and consultation for health, mental health, and legal professionals; conducts research and evaluation; promotes prevention and works with communities to promote social change.

*Effective September 1, 2015. The descriptions are subject to change by UW Medicine, upon approval of the Board.

Exhibit 4

Medical Center Identity

1. **Signage.** For all signage on Medical Center buildings, the new logo will contain the following elements:
 - a) The top and largest part of the logo will include “Harborview Medical Center.”
 - b) Below “Harborview Medical Center,” the following elements will be smaller and assigned equal visual weight:
 -  **King County**
 - UW Medicine
2. **Webpages.** For all UW Medicine webpages related to the Medical Center, the description of the building of Harborview will include language to refer the ownership by King County and the following King County logo will be added to building descriptions:

-  **King County**

Exhibit 5
Line Items for Budget

Total Patient Revenue

Total Deductions

Net Patient Revenue

State Appropriation

Other Revenue

Total Net Revenue

Expenses

Non-Physician Salaries, Wages & Benefits

Payments to University for Physician

Expenses

Payments to University for IT Expenses

Payments to University for Risk

Management

Payments to University for Financial

Services

Payments to University for Contact Center

Payments to University for Neighborhood
Clinics

Payments to University for Central

Administration

Payments to University for Other Expenses

Supplies

Depreciation

Total Expenses

Income from Operations

Operating Margin

Non-operating Income (Expense)

NET INCOME

Total Margin

Exhibit 6

Medical Center Admissions Policy

Within the resources available to the Medical Center, admission of patients to it shall not be dependent upon their ability to pay.

Category	2025 Estimated	2026-2027 Proposed	2028-2029 Projected	2030-2031 Projected
Beginning Fund Balance	\$ 176,505,225	\$ 165,633,974	\$ 120,246,023	\$ (6,697,686)
Revenues				
Licenses and Permits	546,364	1,142,391	1,220,577	1,300,785
Federal Grants Direct	30,359,803	47,557,132	49,951,986	52,376,892
Federal Grants Indirect	32,986,596	57,739,910	60,647,542	63,591,662
State Grants	8,948,219	12,178,572	13,012,085	13,867,143
State Entitlements	19,451,477	54,690,650	54,690,650	54,690,650
Grants from Local Units	29,722,000	13,444,000	3,679,711	3,921,514
Charge for Services	78,653,211	171,043,510	175,490,641	180,053,398
Fines and Forfeits	-	6,000	6,411	6,832
Miscellaneous Revenue	1,086,932	3,476,208	3,710,187	3,953,993
Non Revenue Receipts	-	-	-	-
Transfers In	75,232,715	211,718,299	173,660,219	185,071,888
Revenue from Tobacco & Opioid Settlements Subfund	5,210,164	12,295,179	15,496,261	17,518,353
Total Revenues	\$ 282,197,481	\$ 585,291,851	\$ 551,566,270	\$ 576,353,110
Expenditures				
Wages and Benefits	138,614,282	313,955,562	334,209,270	354,765,252
Supplies	8,555,934	15,680,556	16,753,748	17,854,681
Services-Other Charges	99,862,933	202,949,424	213,439,479	227,465,147
Intragovernmental Services	39,807,636	84,729,386	96,041,523	108,304,490
Capital Outlay	754,656	149,316	159,535	170,019
Debt Service	-	-	-	-
Intragovernmental Contributions	117,662	455,880	516,744	582,724
Contingencies	22,904	45,808	48,943	52,159
Contra Expenditures	-	-	-	-
Applied Overhead	(727,011)	-	-	-
Expenditures from Tobacco & Opioid Settlements Subfund	6,059,736	12,713,870	17,340,737	18,565,704
Total Expenditures	\$ 293,068,732	\$ 630,679,802	\$ 678,509,979	\$ 727,760,176
Estimated Underexpenditures				
Other Fund Transactions				
Total Other Fund Transactions	\$ -	\$ -	\$ -	\$ -
Ending Fund Balance	\$ 165,633,974	\$ 120,246,023	\$ (6,697,686)	\$ (158,104,751)
Reserves				
Fund Balance Reserve - Tobacco & Opioid Settlements Subfund	46,436,564	46,017,873	44,173,398	43,126,046
Emergency Reserve	7,326,718	7,883,498	8,481,375	9,097,002
Technology/Capital Reserve	2,000,000	3,500,000	3,500,000	3,500,000
Rainy Day Reserve (60 days)	23,388,539	28,765,893	35,145,157	37,611,186
Reserve for Out Years	86,482,153	34,078,760	-	-
Total Reserves	\$ 165,633,974	\$ 120,246,023	\$ 91,299,930	\$ 93,334,235
Reserve Shortfall	-	-	97,997,615	251,438,986
Ending Undesignated Fund Balance	\$ -	\$ -	\$ -	\$ -

Financial Plan Notes

- All financial plans have the following assumptions, unless otherwise noted in below rows:
- 2026-2027 Proposed Budget ties to PBCS.
- Outyear projections columns: revenue and expenditure inflation assumptions are consistent with figures provided by PSB's BFPA guidance except as noted

Revenue Notes:

Foundational Public Health Services is held flat per previous years' State allocations. Patient-Generated Revenue is inflated by 1.3% annually in out years. Mission Population funding from the Hospital Services Agreement with University of Washington Medicine is removed from future estimates starting in 2028 (included as \$56M in 2026-2027).

Expenditure Notes:

One-time Office of Regional Gun Violence funding proposed for 2026 does not extend into later biennia.

Reserve Notes:

The rainy day reserve was calculated using a 60 day expenditures average, adjusted for grants and inter-County revenues, including KC General Funds, Best Starts for Kids, the Mental Illness and Drug Dependency fund, and Veterans, Seniors and Human Services Levy. The Harborview funding is included in the reserve calculation. The "Reserve for Out Years" is funding that is needed to partially address the budget gap in 2028-2029. The Emergency Reserve of 5% of expenditures for 6 months is set aside for specific public health emergencies and is to be used based on a future appropriation and revised as needed. The Capital Reserve is calculated at the level of recent capital project requests and anticipated increases as technology need evolve and expand. The Tobacco & Opioid subfund retains a

Last Updated August 29, 2025 by Laura Pitarys using data from PBCS and BFPA assumptions.



King County

Metropolitan King County Council Committee of the Whole

STAFF REPORT

Agenda Item:	8	Name:	Jenny Giambattista Andy Micklow
Proposed No.:	2025-0327	Date:	October 20, 2025

SUBJECT

Proposed Motion 2025-0327 would request that the Wastewater Treatment Division implement a work plan to continue to improve engagement, transparency, and accountability.

SUMMARY

At the Regional Water Quality Committee (RWQC) meeting on October 1, 2025, the committee approved the attached motion to request that the Wastewater Treatment Division (WTD) implement a work plan (Attachment A to 2025-0327) to continue to improve engagement, transparency, and accountability.

The motion is proposed by RWQC under Section 270.30 of the King County Charter and K.C.C. 1.24.065, which allows for regional committees to develop and propose legislation for introduction to the King County Council. Councilmember Balducci, as chair of RWQC, is the primary sponsor of the legislation.

BACKGROUND

2026 Sewer Rate and 10-Year Forecast. The Council adopted the 2026 sewer rate and capacity charge in June 2025.¹ The sewer rate is the primary funding source of the Wastewater Treatment Division. The monthly sewer rate collected by the County goes to support all WTD expenses, including operating costs, debt service, and capital expenses. The adopted monthly sewer rate for 2026 increased from 2025 7.5 percent from \$58.28 to \$62.66. This increase is 0.5 percent higher than what was projected as part of the forecast for the 2025 rate. The 2026 sewer rate is projected to generate \$592 million in revenue in 2026.

Beyond the 2026 rate, the proposed 10-year sewer rate forecast reflects substantive changes compared to the prior rate forecast. The 2026 10-year capital forecast is \$3.1 billion greater than the prior 10-year forecast, and the rate projection reflects this increased capital forecast with higher than previously projected rates for 2027-2031.

¹ Ordinance 19942

WTD reports that most of this increase compared to the prior forecast is due to the updated cost estimates and newly finalized completion dates for projects included in the Combined Sewer Overflow (CSO) Consent Decree, as well as cost increases for other projects. With this new forecast, regulatory capital projects are projected to make up 52 percent of the 10-year capital forecast. A challenge for WTD as it implements this capital program is that many projects must be done concurrently, and are costly and complex. The forecast also includes a revised approach to forecasting capital expenditures, which tries to take into consideration the complexity of the projects, the capacity to deliver the projects, and legally required timelines.

Sewer Rate Comment Letters. In response to the 2026 sewer rate and capacity charge, the Council received comment letters from the Metropolitan Pollution Abatement Advisory Committee, the Regional Water Quality Committee, and the cities of Bellevue, Kirkland, and Seattle, identifying significant concerns about affordability and transparency. WTD developed a draft work plan to address issues identified in the comment letters. WTD's draft work plan was shared with RWQC on July 2, 2025, and at that time, RWQC directed staff to work with WTD to further clarify the work plan and draft a motion for introduction to the Council requesting WTD implement the work plan.

ANALYSIS

Proposed Motion 2025-0327 requests that WTD implement a work plan to continue to improve engagement, transparency, and accountability in the sewer rate-setting process. The work plan is included as Attachment A to the proposed motion. The work plan includes tasks associated with each of the major recommendations from the RWQC comment letter dated May 13, 2025 (Attachment 2 to the staff report). The work plan is summarized below.

Meaningful and timely engagement in development of the sewer rate.

- To promote meaningful and timely engagement, WTD will host regular meetings with MWPAAC and/or its subcommittees to review the 10-year Capital Improvement Program, project prioritization, timely updates on changes in large project costs that may impact rates, and expenditure forecast assumptions and impacts to different types of projects across the capital program. (Working timeline Q4 2025 and ongoing)
- As part of the 2027 rate proposal, the work plan specifies that WTD is to include options for multiple rate scenarios, including those that offer various capital portfolio options. The scenarios should detail tradeoffs and associated risks and benefits, and should include a discussion about the level of service WTD is able to deliver under each option. (Working timeline Q2 2026)
- To increase transparency and credibility in the long-term forecasting model, WTD will work with a MWPAAC work group to identify the model details that should be shared and further refined. (Working timeline Q3 2025 and ongoing)

- Work with MWPAAC to develop a process for MWPAAC members to observe WTD capital portfolio management staff meetings while not hampering WTD's process and progress. (Working timeline Q1/Q2)

Early Visibility and Transparency on Large Project Planning.

- WTD is to develop and implement a process for MWPAAC and RWQC (as requested) to review a limited number of large capital projects selected by MWPAAC that substantively affect the rate. These reviews will happen at key phases in the development of these selected projects, including concept definition, alternatives analysis, alternative selection, and final design. Each engagement will create an opportunity to influence outcomes by collaboratively discussing comments and questions with WTD before a decision in each phase identified above is finalized. (Working timeline Q1 2026)

Improve multi-year rate predictability.

- WTD is to prepare options for multi-year rate predictability, including options for a multi-year commitment. Options should be prepared in discussion with MWPAAC's Executive Board and partner agencies and in coordination with King County's Executive's Office and the county budget process. Any multi-year option should include a process for WTD to update the rate if there are significant changes that impact the rate forecast. The intent is for the options to be developed by the end of 2025, with implementation by the end of Q2 2027 for the 2028 and 2029 rates.

Evaluate regulatory requirements and develop options to address financial sustainability.

- WTD will evaluate the cost/benefit of seeking regulatory changes to improve the environmental and financial sustainability of the regional system. (Working timeline Q3 2025–Q1 2026)
- Coordinate on outreach plan with local agency partners, to state and federal government. The outreach plan should address regulatory issues and funding availability from state and federal agencies. (Working timeline Q3 2025–Q1 2026)

Independent, third-party oversight.

- WTD is to develop a proposal in coordination with MWPAAC's Executive board for review by the Executive's Office to procure an independent consultant to review WTD's capital program, including large capital projects. (Working timeline Q3 2025–Q1 2026)

Regional Utility Affordability Summit.

- For the Regional Utility Affordability Summit that will be held on November 14, 2025, WTD is to work with RWQC, Sound Cities Association (SCA), Seattle, and sewer districts to bring a wastewater perspective to the development and planning of the regional utility affordability summit. Following the summit, WTD is

identify and implement resources to execute follow-up steps agreed upon at the summit. (Working timeline Q3 2026–Q1 2026)

- WTD is to develop a public engagement strategy for rate payers, in coordination with local contract agencies, to explain why wholesale WTD rates are increasing and provide opportunities for public engagement. (Working timeline Q1 2026)

INVITED

- Kamuron Gurol, Director, Wastewater Treatment Division

ATTACHMENTS

1. Proposed Motion 2025-0327 (and its attachment)
2. Regional Water Quality Committee Comment Letter dated May 13, 2025



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion

Proposed No. 2025-0327.1

Sponsors Balducci

1 A MOTION requesting the wastewater treatment division
2 implement a sewer rate and capital work plan to continue to
3 improve engagement, transparency, and accountability.

4 WHEREAS, the wastewater treatment division protects public health and the
5 environment by collecting and treating wastewater, and

6 WHEREAS, King County charges a sewer rate to the contract agencies that
7 deliver wastewater to King County for treatment and discharge, and

8 WHEREAS, sewer rate revenue is the wastewater treatment division's primary
9 funding source, and

10 WHEREAS, the monthly sewer rate revenue collected by the county goes to
11 support all wastewater treatment division expenses, including operating costs, debt
12 service, and capital expenses, and

13 WHEREAS, while rate increases are necessary to maintain and improve the
14 system, increases must be balanced with affordability for ratepayers, and

15 WHEREAS, the sewer rate increase is projected to be 12.75 percent in 2027 and
16 in 2028, and 13.5 percent in 2029, 2030, and 2031, and

17 WHEREAS, the council is deeply concerned that the projected rate increases will
18 no longer be affordable, including and extending beyond low-income ratepayers, and

19 WHEREAS, as the cost of living in the Central Puget Sound region continues to
20 outpace the national average, as utility bills grow, and income disparity increases, many
21 utility customers struggle to pay bills, and

22 WHEREAS, the process of setting sewer rates should be transparent, equitable,
23 data-driven, and reflective of both current system needs and long-term infrastructure
24 investment, and

25 WHEREAS, independent, third-party oversight of the wastewater treatment
26 division's capital improvement program can promote transparency and identify
27 opportunities for improvement, and

28 WHEREAS, the King County council passed Motion 16410 requesting the
29 wastewater treatment division research and identify methodologies to forecast the long-
30 term costs of its capital improvement needs, and

31 WHEREAS, the King County council passed Motion 16449 requesting the
32 wastewater treatment division develop and maintain a long-term financial and sewer rate
33 forecast, and

34 WHEREAS, the wastewater treatment division continues to improve the
35 methodology and the long-term capital forecasting related to the sewer rate, and

36 WHEREAS, decision makers desire information from the wastewater treatment
37 division to facilitate informed discussions on the policy decisions related to the sewer
38 rate, and

39 WHEREAS, in accordance with RCW 35.58.210 and K.C.C. 28.82.510 the
40 function of the metropolitan pollution abatement advisory committee is to advise the

41 King County council on matters relating to the performance of the water pollution
42 abatement function, and

43 WHEREAS, the metropolitan pollution abatement advisory committee, regional
44 water quality committee, and cities of Bellevue, Kirkland, and Seattle have submitted
45 comment letters in response to the 2026 sewer rate and capacity charge to the King
46 County council, identifying significant concerns about affordability and transparency,
47 and

48 WHEREAS, the wastewater treatment division, in consultation with the regional
49 water quality committee, has developed the attached work plan to improve the rate
50 development process in response to the comment letters submitted in response to the
51 2026 sewer rate, and

52 WHEREAS, in accordance with Section 270.30 of the King County Charter and
53 K.C.C. 1.24.065, the regional water quality committee developed this motion to be
54 proposed to the King County council;

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

56 A. The wastewater treatment division is requested to implement the work plan,
57 included as Attachment A to this ordinance, to continue to improve engagement,
58 transparency, and accountability in the sewer rate-setting process.

59 B. The wastewater treatment division is requested to provide briefings to the

- 60 regional water quality committee on the status of the implementation of the work plan by
61 January 2026 and July 2026.

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. Wastewater Treatment Division Sewer Rate and Capital Work Plan to Continue to Improve Engagement, Transparency and Accountability

Attachment A. WTD’s Sewer Rate and Capital Work Plan to Continue to Improve Engagement, Transparency, and Accountability

Major Recommendations from RWQC Letter	Wastewater Treatment Division Tasks	Working Timeline
1. Meaningful and Timely Engagement in Development of Sewer Rate. For the 2027 rate process and on-going, Wastewater Treatment Division (WTD) should implement an updated rate process that includes: a. Regular discussions throughout the year with the Metropolitan Water Pollution Abatement Advisory Committee (MWPAAC), Regional Water Quality Committee (RWQC), and King County Council at the relevant level of detail for each body on key factors and assumptions affecting the rate and forecast. This includes transparency on capital improvement program assumptions. b. Time for more in-depth review and understanding of costs, discussion of specific rate scenarios/options, and effects during rate discussions with MWPAAC, RWQC, and other stakeholders, at the relevant level of detail for each body. c. Ensure that the long-term rate forecast methodology requested by Motion 16449 is used to develop scenarios to evaluate options.	• To promote meaningful and timely engagement, WTD will host regular meetings with MWPAAC and/or its subcommittees to review: • 10-year Capital Improvement Program. • Project prioritization, including transparency on how decisions are made and policy drivers of capital prioritization. • Timely updates on changes in large project costs that may impact rates as information becomes available. • Expenditure forecast assumptions and impacts to different types of projects across the capital program. • Work with King County Executive's Office to schedule early 'look ahead' presentations on known and potential factors affecting the 2027 rate proposal and forecast. • As part of the 2027 rate proposal, include options for multiple rate scenarios, including those that offer various capital portfolio options. Scenarios should detail tradeoffs and associated risks and benefits. This should include a discussion about the level of service WTD is able to deliver under each option. • The report on long-term forecasting model required by Motion 16449 was presented to RWQC in September 2025. To increase transparency and credibility in the long-term forecasting model, WTD will work with a MWPAAC work group to identify the model details that should be shared and further refined in order to improve understanding of the assumptions, formulas, data sets, and policy implications embedded in the long-term rate model and allow for	Q4 2025 and ongoing Q1/Q2 2026 Q2 2026 Q3 2025 and ongoing

Attachment A. WTD’s Sewer Rate and Capital Work Plan to Continue to Improve Engagement, Transparency, and Accountability

Major Recommendations from RWQC Letter	Wastewater Treatment Division Tasks	Working Timeline
	informed questions. The MWPAAC work group should identify areas of improvement to continue to align with industry best practices to inform suggestions for improvements. • Work with MWPAAC Executive Board member(s) to develop a process for members to observe WTD Capital Portfolio management staff meetings while not hampering WTD's process and progress.	Q1/Q2 2026
2. Early visibility and transparency on large project planning. Develop mechanisms for MWPAAC and RWQC to engage in the planning and development process for large capital projects prior to decision-making to improve knowledge and confidence.	• Develop and implement a process for MWPAAC and RWQC (as requested) to review a limited number of large capital projects selected by MWPAAC that substantively affect the rate. These reviews will happen at key phases in the development of these selected projects, including concept definition, alternatives analysis, alternative selection, and final design. Each engagement will create an opportunity to influence outcomes by collaboratively discussing comments and questions with WTD before a decision in each phase identified above is finalized.	Q1 2026
3. Improve multi-year rate predictability. Develop options and implement a mechanism to improve rate predictability to help partner agencies better plan and lessen large changes in rate proposals, especially for the first three years of the rate. A multi-year rate would provide more time for an in-depth review and understanding of costs and how investments are prioritized, and discussion of options and tradeoffs.	• Prepare and deliver options for multi-year rate predictability, including options for a multi-year rate commitment. Options should be prepared in discussion with MWPAAC’s Executive Board and partner agencies and in coordination with King County Executive’s Office and county budget process. Any multi-year option should include a process for WTD to update the rate if there are significant changes that impact the rate forecast.	Q3 2025 – Q2 2026 (Options identified by end 2025 and multi-year rate implementation by end of Q2 2027 for 2028 and 2029 rates)

Attachment A. WTD’s Sewer Rate and Capital Work Plan to Continue to Improve Engagement, Transparency, and Accountability

Major Recommendations from RWQC Letter	Wastewater Treatment Division Tasks	Working Timeline
4. Evaluate regulatory requirements and develop options to address financial sustainability. Evaluate consent decree and permit deadlines for major projects and investments associated with multiple and concurrent requirements and identify options to address financial sustainability while optimizing water quality benefits and maintaining permit compliance.	- Evaluate the costs/benefits of seeking regulatory changes to improve the environmental and financial sustainability of the regional system. - Coordinate on outreach plan with local agency partners, to state and federal government. The outreach plan should address regulatory issues and funding availability from state and federal agencies.	Q3 2025 – 2026 Q3 2025 – 2026
5. Independent, third-party oversight. Provide for independent third-party review for WTD's capital program, including <i>mega</i> capital projects such as the Mouth of Duwamish Combined Sewer Overflow Program.	Develop a proposal in coordination with MWPAAC's Executive Board for review by the Executive's Office to procure an independent consultant to review WTD's capital program, including large capital projects.	Q4 2025 – Q2 2026
6. Regional Utility Affordability Summit. In partnership with local municipal leaders, prepare a multi-jurisdictional summit to address affordability and access to essential utilities.	- Work with RWQC, Sound Cities Association, Seattle, and sewer districts to bring a wastewater perspective to the development and planning of the regional utility affordability summit. - Identify and implement resources to execute follow-up steps agreed upon at the summit. - Develop public engagement strategy for rate payers in coordination with local contract agencies to explain why wholesale WTD rates are increasing and provide opportunities for public engagement.	Q3 2025 – Q1 2026 Q4 2025-Q1 2026 Q1 2026



King County

**Metropolitan King County Council
Regional Water Quality Committee**

May 13, 2025

The Honorable Girmay Zahilay
Chair, King County Council
King County Courthouse
516 3rd Ave.
Seattle, WA 98104

RE: Proposed Ordinance 2025-0129 2026 Proposed Sewer Rate and Capacity Charge

Dear Chair Zahilay,

Over the last two and a half years, the Regional Water Quality Committee (RWQC) has been working to address the complex and often competing challenges facing our regional wastewater system. In 2023, the King County Council adopted Motions 16410 and 16449, developed by RWQC, requesting that the Wastewater Treatment Division (WTD) develop a long-term forecast for capital needs and a long-term rate forecast. The RWQC acknowledges and appreciates the work that WTD has done in making progress on rate methodologies, and we appreciate the additional briefings WTD has provided to both RWQC and the Metropolitan Water Pollution and Abatement Advisory Committee (MWPAAC) this year in support of the proposed 2026 sewer rate and capacity charge.

RWQC recognizes that rate increases are necessary to maintain and improve the system, but increases must be balanced with affordability for ratepayers. Our deepest concern is that the rates forecasted in the future, particularly in 2027, are untenable and unsustainable for our ratepayers. As the Central Puget Sound Region experiences growing costs of living and income disparity, our customers face significant affordability concerns. We are particularly concerned that sewer rates will no longer be affordable among all ratepayers, including and extending beyond low-income ratepayers.

While the RWQC can support the 2026 rate based on relative consistency with the prior forecast, we are very concerned about the projected rate path. RWQC would likely not support the 2027 rate or the projected rate path without WTD providing better communication about the reason for the rate changes, various scenarios considered, efforts made to minimize the rate impacts to ratepayers, and more meaningful engagement by MWPAAC, RWQC, and the King County Council in the development of the 2027 rate.

To achieve more predictability, affordability, and transparency for the 2027 and future rates, the Regional Water Quality Committee would like to offer the following recommendations:

Approach for 2027 Rate Development. The challenges facing the regional wastewater system and the significant projected rate increases in the near term will require an approach to developing the 2027 rate that increases the confidence of RWQC members that rate increases are necessitated by maintenance needs, regulatory compliance, objective standards for maintaining water quality, and that

the Executive has made every effort to minimize the burden of rate increases on ratepayers. We believe such an approach necessitates earlier and more meaningful engagement with MWPAAC, RWQC, and the King County Council.

Rather than wait until the next rate is presented, we urge WTD to partner with MWPAAC, RWQC, and the King County Council to continue the discussions started during this rate cycle on the factors driving the 2027 rate and future projections. This engagement should include ongoing discussions with MWPAAC and RWQC on capital improvement program assumptions, including understanding the ability to deliver a capital program of this size and policy drivers of capital prioritization, particularly for projects not principally related to asset management or regulatory compliance. Beginning this work now will allow time for a more in-depth review and understanding of costs, discussion of options and tradeoffs, and prioritization of investments.

Furthermore, we urge the King County Council to ensure that the long-term rate forecast methodology requested by Motion 16449 will result in multiple forecast scenarios that can be reviewed beginning with the 2027 forecast so we can understand the tradeoffs involved in various rate scenarios.

Develop and implement a proactive regulatory strategy. Given the new information about the cost of regulatory investments, we encourage King County to develop and implement a regulatory strategy for renegotiating consent decrees or permit deadlines for major projects and investments to address affordability challenges while simultaneously achieving optimal water quality benefits to the region.

Good governance requires good oversight. WTD has a massive \$11 billion capital forecast over the next 10 years. Having a review by independent experts could promote transparency and identify opportunities for improvement. We recommend that WTD develop a proposal for a third-party review of the capital program, including “mega” capital projects such as the Mouth of Duwamish Combined Sewer Overflow (CSO).

Early visibility and transparency on large project planning. The planning and development of large capital projects should include opportunities to bring MWPAAC, RWQC, and other stakeholders into the process early enough to witness the alternatives analysis so that the benefits and tradeoffs of different alternatives can be examined and understood.

Rate predictability for multiple years. WTD should explore a multi-year rate commitment, which would provide more time for an in-depth review and understanding of costs, discussion of options and tradeoffs, and prioritization of investments. The intent of a multi-year approach would be to achieve better long-term planning and stability for WTD and contract agencies, which must plan for their budgets. This extended timeframe will also allow for greater engagement across cities and sewer districts to impact the proposed rate. Lastly, it would allow for increased accountability that would serve the region well.

Long-term forecasting. We appreciate WTD’s efforts to provide a long-term forecast for the rates in accordance with previous motions. As part of extending the forecast, WTD has noted that the forecast for the second decade has a high level of uncertainty. We recommend that WTD continue strengthening its capital forecasting methodology to increase the reliability, predictability, and sustainability of the second decade of the rate forecast.

Support the Regional Utilities Affordability Summit. Many regional utilities are forecasting significant annual rate increases for the foreseeable future. We are deeply concerned about the cumulative impact of these increases on King County's residents and businesses. We support Executive Braddock's plan to prepare a multi-jurisdictional summit to address affordability and access to essential utilities (solid waste, sewer, water, and energy) and encourage the Council's support of this summit.

Continue focus on Regional Wastewater Services Plan (RWSP) update and adhere to timelines for major milestones in the RWSP update process. Given the many complex issues facing the regional wastewater system, the need for a plan and policy review that addresses the needs of the system and its users has never been greater. RWQC is looking forward to participating in the policy discussions that are to occur as part of the RWSP Update to address rate structures, affordability, cost recovery structures, capacity demands, and many other important issues that directly impact the rate. We encourage the King County Council to ensure the timelines are adhered to for this important planning effort.

Sincerely,

Claudia Balducci

Claudia Balducci (May 13, 2025 12:06 PDT)

Claudia Balducci, Chair
Regional Water Quality Committee

Laura Mork

Laura Mork (May 13, 2025 11:03 PDT)

Laura Mork, Vice Chair
Regional Water Quality Committee

Cc: King County Councilmembers
Stephanie Cirkovich, Chief of Staff, King County Council
Jeff Muhm, Chief Policy Officer, King County Council
Stephanie Pure, Director of Council Relations, Office of the Executive
Melani Hay, Council Clerk, King County Council
Regional Water Quality Committee

5-13-25 RWQC Letter to Council re 2025-0129

Final Audit Report

2025-05-13

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King County

Metropolitan King County Council Committee of the Whole

STAFF REPORT

Agenda Item:	9	Name:	Erin Auzins
Proposed No.:	2025-0329	Date:	October 20, 2025

SUBJECT

Proposed Ordinance 2025-0329 would change the demonstration project for a Regional Motor Sports Facility.

SUMMARY

Pacific Raceways operates as an automobile racetrack on a 327-acre site in unincorporated King County, east of State Route 18, near the City of Auburn. The current development and activities at Pacific Raceways are governed by a conditional use permit (CUP), File Nos. A-71-0-81. The CUP was issued in 1984 and governs the operations of the facility. Ordinance 17287, adopted in 2012, established a master planning process demonstration project, utilizing Pacific Raceways as the regional motor sports facility project for the demonstration. Ordinance 18184, adopted in 2015, allowed certain activities to occur on the site prior to the applicant completing the master planning process demonstration project, as part of an interim use permit (IUP). In 2019, the Hearing Examiner approved an IUP for the Pacific Raceways site, and just over 120,000 square feet was constructed by 2022.

The Proposed Ordinance would modify provisions for the demonstration project and the IUP. Proposed code changes fall into two general categories: updating the range of specific uses encompassed by a racetrack facility, and streamlining some of the review processes for the demonstration project.

BACKGROUND

Pacific Raceways operates as an automobile racetrack on a 327-acre site in unincorporated King County, east of State Route 18, near the City of Auburn. The current development and activities at Pacific Raceways are governed by a conditional use permit (CUP), File Nos. A-71-0-81. The CUP was issued in 1984, and governs the operations of the facility.

In 2012, the Council adopted Ordinance 17287, which established a master planning process demonstration project, utilizing Pacific Raceways as the regional motor sports facility project for the demonstration. The existing code required a special use permit for racetracks and many other types of complex projects. The underlying purpose of the

demonstration project was to test alternative processes and standards for review of complex projects. Ordinance 17287 established a process, review criteria, and general permitted uses for an expansion of the raceway. The ordinance outlined the process by which the County would review and approve a development and operating agreement, including: review by the Department of Permitting and Environmental Review (DPER, now called the Permitting Division), a recommendation by the Hearing Examiner, and a final decision by the Council. The ordinance established application requirements, shortened timelines to complete the development agreement, the criteria under which the agreement would be reviewed, and operating conditions that could be applied. It also provided for ongoing public and Council review of the demonstration project for the life of the agreement. After Ordinance 17287 was adopted, DPER went through the process required by the Ordinance to choose consultants for the anticipated Environmental Impact Statement (EIS). The property owner has not initiated the master planning process.

The Pacific Raceways project, as defined by Ordinance 17287, is zoned Industrial with a property-specific development, or "P-suffix," condition restricting the use of the property to racetrack uses.

In 2014, the Council adopted Ordinance 17761, which authorized a letter for the Council Chair to sign in support of Pacific Raceways being designated as a project of statewide significance, under RCW chapter 43.157. The state Department of Commerce granted the designation in April 2014, for the expansion and improvement of the racing facilities, and a "Pacific Innovation Center", which would include facilities for green technology and testing facilities for the development of renewable energy driven vehicles. As part of a project of statewide significance, the County is authorized to expedite review of proposed projects on this site, including permitting and environmental review processing, and to coordinate with staff with state Office of Regulatory Assistance to meet the needs of the project.

In 2015, the Council adopted Ordinance 18184, which allowed certain activities to occur on the site prior to the applicant initiating the master planning process demonstration project. These activities included: 1) construction and use of up to 400,000 square feet of buildings associated with the Regional Motor Sports Facility Use, and 2) excavation and processing of materials necessary for the construction of the buildings. The ordinance specified that these activities would be authorized through an interim land use permit (IUP), and set out application requirements and development conditions that must be met in order for the interim use permit to be approved.

The Ordinance specified that the IUP would be processed as a Type 3 land use permit, meaning that it was subject to a recommendation by the Permitting Division and a final decision by the Hearing Examiner. It set out special provisions and timelines for review by both parties.

In 2019, the Hearing Examiner approved an IUP for the Pacific Raceways site for up to 205,000 square feet,¹ and the property owner has constructed 120,000 square feet of warehousing/garage structures.

¹ Permit No. LUT417-0003

In 2020, the Council adopted Ordinance 19146, which, in part, approved a change to the P-suffix condition for the Pacific Raceways site to allow additional uses as part of a racetrack use. This includes uses approved by the IUP or the demonstration project, including:

- regional motor sports facility;
- uses consistent with the project of statewide significance designation on the property and that are related to racetrack uses;
- uses that research, develop, test, manufacture, and distribute new technology in the automotive industry, such as those with an emphasis on projects and innovative technology development, testing, and production that reduce greenhouse gas emissions in the automotive and combustion engine sectors;
- automotive educational institutions; and
- uses that could benefit from colocation with the existing racetrack for testing of such technologies.

In 2023, the Council adopted Ordinance 19691, which modified the allowances for the IUP, to change the type and amount of development allowed under an interim use permit (to allow for additional paved impervious surface area and new grandstands) and change the process for approval of modifications to an existing interim use permit.

ANALYSIS

Proposed Ordinance 2025-0329 would modify provisions for the demonstration project and the IUP. Proposed code changes fall into two general categories: updating the range of specific uses encompassed by a racetrack facility, and streamlining some of the review processes for the demonstration project.

Demonstration Project Changes. The Proposed Ordinance would make the following substantive changes to the Demonstration Project:

- Modify the definition of Regional Motor Sports Facility to specify that "motor vehicle racing and driving" will include "two-stroke engine vehicles, four-stroke engine vehicles, and driving;" and to add accessory uses, including "recreational cycling and running events," and "uses related to projects of statewide significance" which reflect language adopted in 2020 in the P-suffix condition.
- Specifying the use of a "special project manager" which was used for the initial IUP and would be required for the demonstration project.
- Adding provisions that the development standards in the development agreement and operating agreement, including for noise, be no more restrictive than those allowed by the existing permits.
- Clarifying that if the lower part of the existing road course is not modified, then it will not be required to comply with current stormwater drainage requirements.
- Modifying provisions for critical area alterations, to: allow certain activities as allowed alterations, rather than through the critical area alteration exception process; to remove redundant language regarding mitigation of impacts; and to allow alterations for terracing for spectator seating, and to create or improve sight lines for the road course.

- Removing specifications on water quality measures, and rely on the King County Surface Water Design Manual requirements. Language on implementing a monitoring plan is maintained.
- Allowing for removal of materials by phase that is the minimum necessary to achieve final grade for that phase, and to allow crushing of materials on-site if the material is used on-site.
- Removing a pre-determined requirement to complete an Environmental Impact Statement for the development agreement, and require compliance with the standard threshold determination process under the State Environmental Policy Act (SEPA). Adding language that the SEPA review analyze cumulative and new impacts over what is allowed by the existing permits. Modifying timelines for development and public release of the development agreement and operating agreement depending on the type of SEPA review completed.
- Streamlining process language related to the hearing examiner and council review processes.
- Separating the development agreement, which will be in place for 10 years, from the operating agreement, which would be in place as long as the conditions are met by the applicant.
- Specifying allowances for modification of the development agreement and operating agreement.

IUP Changes. The Proposed Ordinance would make the following substantive changes to the IUP:

- Allowing modifications to the road course.
- Allowing uses under the definition of regional motor sports facility, including that nonracing driving schools may operate on Mondays and Tuesdays.
- Adding an allowance for the special project manager to be a county employee or a consultant, hired by the Department of Local Services, for the IUP.
- Adding language on continued operation of the uses and structures established under the IUP as nonconforming uses and in conformance with the P-suffix condition.

INVITED

- Leon Richardson, Director, Department of Local Services

ATTACHMENTS

1. Proposed Ordinance 2025-0329



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance

Proposed No. 2025-0329.1

Sponsors von Reichbauer

1 AN ORDINANCE relating to the development of a
2 regional motor sports facility demonstration project;
3 amending Ordinance 17287, Section 9, and K.C.C.
4 21A.06.973C, and Ordinance 17287, Section 3, as
5 amended, and K.C.C. 21A.55.105, and repealing Ordinance
6 17287, Section 5, and Ordinance 17287, Section 6.

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 **SECTION 1. Findings:**

9 A. Pacific Raceways, formerly operated as Seattle International Raceways, is on
10 a three-hundred-twenty-seven-acre site located east of Kent and a quarter mile off of
11 State Highway 18, and has historically served as a racetrack, consisting of a two and a
12 quarter-mile road course, a drag strip, a dirt motocross track, and a kart track.

13 B. A racetrack has operated on the Pacific Raceways property for over fifty
14 years. Throughout the various iterations of King County land use planning and
15 regulation, the existence and operation of the racetrack has been recognized. While no
16 longer in effect, both the 1979 Soos Creek Community Plan and its 1991 update provide
17 valuable information about the racetrack. These past Soos Creek Community Plans
18 acknowledged the challenges of the racetrack being located in a rural area. In 1998, King
19 County readopted the Soos Creek Community Plan policy F-18, pertaining to what was
20 then referred to as Seattle International Raceway, or "SIR," in Comprehensive Plan

21 policy CP-314. King County's current land use plans and regulations continue to
22 recognize the historic racetrack use.

23 C. The Pacific Raceways property is located in the rural area. The property has a
24 Rural land use designation and Industrial zoning. The property has a property-specific
25 development condition, also known as a P-suffix, SC-P02, which restricts the use of the
26 property to racetrack and related uses, consistent with Comprehensive Plan policy CP-
27 314. It is also subject to a conditional use permit, File No. A-71-0-81, which governs, in
28 part, current development and operations.

29 D. The Pacific Raceways property is served by an interchange on State Route 18,
30 which allows traffic entering and leaving the Pacific Raceways site to travel only a short
31 distance on local access street SE 304th Street.

32 E. Ordinance 17761 authorized the transmittal of a letter from King County
33 supporting the designation of Pacific Raceways as a project of statewide significance.

34 F. The letter sent to the Washington state Department of Commerce by the
35 Metropolitan King County council supporting the designation of Pacific Raceways as a
36 project of statewide significance noted the potential for legislative changes to K.C.C.
37 21A.55.105 governing development of Pacific Raceways.

38 G. Pacific Raceways has been designated by the Washington state Department of
39 Commerce as a project of statewide significance in accordance with chapter 43.157
40 RCW.

41 H. As a project of statewide significance, the county is authorized to expedite
42 permit processing and environmental review for the project. As a way to expedite permit
43 processing and facilitate open communication between the county and the property

owner, project management for review of permits related to a project of statewide significance is proposed to be completed through the director's office of the department of local services and with the use of a special project manager to facilitate permit review.

I. A demonstration project as provided in K.C.C. chapter 21A.55 is intended to be a mechanism to test and evaluate alternative development standards and processes before the adoption of broadly applicable amendments to King County policies and regulations. The amended standards and processes could advance county efforts to support streamlined project review and regional economic development.

J. Specifically, K.C.C. 21A.55.010 states, "Alternative development standards might include standards affecting building and/or site design requirements. Alternative processes might include permit review prioritization, alternative review and revision scheduling, or staff and peer review practices."

K. The county and the property owner have realized that the master planning demonstration project is a large undertaking that will not occur without interim measures. The project of statewide significance designation provides an opportunity to evaluate expedited review mechanisms for discrete activities within the master planning project.

L. Ordinance 18184 allowed an interim use permit as an opportunity to test the master planning process on a smaller scale, to provide a predictable, expeditious permit review process for a discrete portion of the overall master planning project that stands on its own, and that is otherwise permitted by the underlying zoning and P-suffix condition, while also providing consistency with adopted laws and regulations.

M. The property owner has obtained an interim use permit from the county for a portion of the square footage allowed. It is expected that a modification to the interim use

67 permit will be completed to allow construction up to the total square footage allowed
68 under the interim use permit, prior to the master planning demonstration project
69 commencing. As part of the review process for the interim use permit, the county and
70 property owner identified areas where the larger master planning demonstration project
71 could be clarified to provide further direction in establishing the development agreement
72 and operating agreement for the master planning demonstration project.

73 N. One success of the interim use permit review process was the use of a special
74 project manager to aid in review and coordination of the permit process. This ordinance
75 would continue the work of the special project manager for the entire master planning
76 demonstration project.

77 O. As part of this ordinance, additional allowances for alterations within
78 specified critical areas are adopted. These are limited to the interior road course.

79 P. As part of Ordinance 19146, which adopted the 2020 Comprehensive Plan
80 update to the 2016 Comprehensive Plan, the P-suffix for the Pacific Raceways property
81 was revised. This revision allows additional uses on the site. This ordinance updates the
82 demonstration project to reflect those changes. The council further intends that the p-
83 suffix language regarding "uses that could benefit from colocation with the existing
84 racetrack for testing of [innovative] technologies" includes uses that showcase or
85 collaborate with the technologies.

86 Q. The revisions to the P-suffix in 2020 also included requirements for a
87 permanent conservation easement to include Soosette Creek and its associated buffers,
88 landslide hazard areas and steep slope hazard areas, and the RA-5 property that is part of
89 the same ownership. This permanent conservation easement was recorded against the

90 property in February 2021. In addition to the permanent conservation easement, on-site
91 revegetation with native tree and shrub species was required, within six months of the
92 effective date of Ordinance 19146. The revegetation was completed to the satisfaction of
93 the permitting division of the department of local services within the six-month
94 timeframe. With the recording of the permanent conservation easement and the
95 revegetation of the site, as well as updates to the regulations since Ordinance 17287 was
96 first adopted, some of the need for on-site monitoring of water quality is no longer
97 necessary, and this ordinance reflects that the standard critical area and surface water
98 regulations will apply to the site.

99 R. The property owner's participation in this demonstration project is voluntary.
100 The county has had success with demonstration projects in the past. However, in
101 deciding to initiate the master planning process, the property owner will be taking on
102 risks associated with an untested process. The property owner has the option of pursuing
103 development approval through a more traditional process.

104 S. The county recognizes that the property's ongoing racetrack use and
105 associated impacts on the site predate the Growth Management Act and it is the Council's
106 intent for the existing impacts to be acknowledged as part of any State Environmental
107 Policy Act analysis and subsequent threshold determination associated with proposed
108 new development.

109 T. The council intends that the conditions imposed through the master planning
110 process be no more restrictive than what is allowed under the current conditional use
111 permit and interim use permit, and intends that conditions not further restrict what is
112 allowed on-site.

113 SECTION 2. Ordinance 17287, Section 9, and K.C.C. 21A.06.973C, are hereby
114 amended to read as follows:

115 Regional motor sports facility. A racetrack established through a master planning
116 demonstration project that may include only the following uses:

117 A. Motor vehicle racing and driving including, but not limited to, two-stroke
118 engine vehicles, four-stroke engine vehicles, and drifting, subject to the conditions
119 established by the master planning demonstration project or K.C.C. 21A.55.105.U., and
120 shall not exceed the following racing surfaces:

- 121 1. A road course;
- 122 2. A kart course;
- 123 3. A motocross course;
- 124 4. Five-sixteenth-mile oval track; and
- 125 5. Up to two drag strips;

126 B. The following accessory uses, if authorized by the master planning
127 demonstration project, shall be subject to the conditions established in the development
128 agreement and operating agreement:

- 129 1. Fire station;
- 130 2. Driving school; and
- 131 3. Police and fire safety training; and

132 C. Limited uses accessory to racing activities may be allowed. ~~((Any accessory~~
133 ~~uses shall be limited to racing and racing-related vehicle uses and shall be appurtenant to~~
134 ~~the facility by providing either a service or product only to the facility or require use of~~
135 ~~the facility in connection with the use.))~~ Assembly-line or mass production, including,

but not limited to, vehicles and vehicle parts~~((;))~~ and permanent lodging facilities ~~((and~~
~~general commercial, industrial and manufacturing uses))~~ are not permitted, except as may
be allowed by subsection D. of this section. Accessory uses are limited to the following,
and those allowed by subsection D. of this section:

1. On-site sale of racing- or event-related items;
2. Repair, service, modification, or storage of motor vehicles ~~((used primarily at~~
~~the facility))~~;
3. Custom fabrication of racing motor vehicles, or vehicle parts to be
incorporated into those vehicles~~((, that will be used primarily at the facility))~~;
4. Motor vehicle fuel sales for event participants;
5. Daycare for people employed at the facility and event participants and
spectators;
6. Food service and concessions for event participants and spectators; ~~((and))~~
7. Short-term recreational vehicle parking for persons attending or participating
in events at the facility; and
8. Recreational cycling and running events.

D. Uses consistent with a designation as a project of statewide significance under
chapter 43.157 RCW, including:

1. Uses that are related to racetrack uses;
2. Uses that research, develop, test, manufacture, and distribute new technology
in the transportation industry, such as those with an emphasis on projects and innovative
technology development, testing, and production that reduce greenhouse gas emissions in
the automotive and combustion engine sectors;

159 3. Automotive educational institutions; and

160 4. Uses that could benefit from colocation with the existing racetrack for testing

161 of such technologies.

162 SECTION 3. Ordinance 17287, Section 3, as amended, and K.C.C. 21A.55.105

163 are hereby amended to read as follows:

164 A. The purpose of the master planning (~~((process))~~) demonstration project is

165 to:

166 1. Create a comprehensive but streamlined process for the review of major

167 land use proposals that will be developed over the course of several years by:

168 a. utilizing a concise timeline for project review that incorporates a

169 process for public outreach and input during project review and facility operation to

170 ensure a timely and efficient review;

171 b. executing a development (~~((and operating))~~) agreement, pursuant to RCW

172 36.70B.170 that establishes:

173 (1) a clearly defined project through a master development plan, which

174 shall include a master site plan; and

175 (2) requirements that must be met before approval of each phase of

176 development; (~~((and))~~)

177 (~~((3))~~) c. executing an operating agreement that establishes operating

178 standards governing all aspects of the project's operation(~~((, including, but not limited to,~~

179 ~~noise and traffic, hours and days of operation for racing, nonracing uses and number and~~

180 ~~types of events; and~~

181 ~~e. establishing a process that ensures timely and efficient review;))~~

182 2. Utilize a special project manager to oversee the master planning
183 demonstration process from negotiation of the development agreement and operating
184 agreements through monitoring of and reporting on the executed agreements;

185 3. Utilize the hearing examiner, as authorized in K.C.C. 20.22.190, to
186 conduct fact finding and make recommendations on the development agreement and
187 operating agreement to the council (~~reporting on compliance by the applicant with the~~
188 ~~executed development and operating agreement, as provided in subsection S. of this~~
189 ~~section~~)); and

190 ~~((3-))~~ 4. Provide for ongoing monitoring of the executed development
191 agreement and operating agreement by the council to ensure continued future compliance
192 with the executed development agreement and operating agreement.

193 B.1. The master planning process demonstration project shall be
194 implemented only for a regional motor sports facility only on the Pacific Raceways
195 property as described in Attachment A to Ordinance 17287.

196 2. The department of local services, permitting division, shall administer the
197 demonstration project.

198 3.a The executive shall appoint a special project manager for the master
199 planning demonstration project, who shall be agreed to by the county and the applicant,
200 and could be a consultant hired by the director's office of the department of local services
201 or the permitting division's managed accounts team project manager or equivalent.

202 b. The special project manager will lead the negotiation of the
203 development agreement and operating agreement, coordinate reviews of the agreements
204 and subsequent land use and construction permit application review with the permitting

division and other agencies, be the primary point of contact for the applicant and
interested parties, ensure that the timelines established for review in this section are met;
and oversee monitoring of the executed development agreement and operating agreement
over time.

4. The hearing examiner assigned to the master planning demonstration
project shall have experience reviewing development agreements and large, complex
projects developed over several phases.

C. The master planning demonstration project shall be initiated by the
applicant making a written request to the ~~((department))~~ permitting division for a
preapplication meeting to identify the requirements necessary for a complete application
under this section. The applicant shall submit the following information to the permitting
division with a request to schedule a preapplication meeting:

1. A preapplication request form, on a form approved by the permitting
division;

2. Project narrative and questions for county review staff;

3. Preliminary proposed development agreement that incorporates the
requirements for the development agreement outlined in this section; and

4. Preliminary proposed operating agreement that incorporates the
requirements for the operating agreement outlined in this section.

D. An ~~((master planning proposal))~~ application for a master planning
demonstration project shall be considered complete when the following information and
studies have been submitted and are adequate to review the proposal:

1. A proposed development ~~((plan))~~ agreement that incorporates the

228 requirements for the development agreement outlined in this section and describes the
229 nature, size, and scope and phasing of all proposed activities;

230 2. A proposed site plan that identifies the location and dimensions of
231 proposed racing surfaces, access roadways, parking areas, buildings, stormwater
232 facilities, sewage treatment or holding facilities, and any off-site traffic improvements;

233 3. A proposed master drainage plan under the surface water design manual;

234 4. A proposed grading plan that identifies or includes:

235 a. existing and proposed land contours;

236 b. soil types; and

237 c. phasing, including proposed contours by phase;

238 5. Proposed development conditions relating to:

239 a. on-site vehicle circulation and off-site traffic control measures;

240 b. protection for critical areas, especially adjacent to Soosette creek;

241 c. stormwater flow control and water quality treatment;

242 d. visual screening from adjoining residential properties;

243 e. ongoing monitoring and reporting to measure compliance with the
244 development agreement and operating agreement((s));

245 f. fire protection; and

246 g. water supply and service;

247 6. A ((P))proposed operating agreement that includes conditions that
248 specify:

249 a. days and hours of operation;

250 b. frequency of events;

c. types of activities, including types of motor vehicles; ~~((and))~~

d. maximum noise levels that are no more restrictive than noise levels

permitted by Conditional Use Permit Files Nos. A-71-0-81 and Interim Use Permit File
No. LUT417-0003;

7. A State Environmental Policy Act Checklist; and

8. Any necessary information identified through the preapplication process.

E.1. The development ~~((and-operating))~~ agreement shall contain
development standards ~~((and-operating-conditions))~~ related to the development ~~((and~~
~~operation))~~ of the site. The development standards included in the development
agreement shall not be more restrictive than the current permits for the site, and shall
include, but shall not be limited to:

~~((1-))~~ a. A master site plan and detailed conditions establishing the:

~~((a-))~~ (1) location and scope of proposed land uses;

~~((b-))~~ (2) location and size of buildings and structures such as

grandstands;

~~((c-))~~ (3) layout and dimensions of racing surfaces and circulation

roadways;

~~((d-))~~ (4) site elevations and contours established by a master grading

plan;

~~((e-))~~ (5) excavation and processing of materials, including dust control,

during construction of the facilities;

~~((f-))~~ (6) location and dimensions parking areas;

~~((g-))~~ (7) location of stormwater facilities, sewage treatment facilities,

274 water, and related features; and

275 ~~((h-))~~ (8) vegetative screening required in subsection F.1. of this section;

276 ~~((2- A))~~ b. a master drainage plan consistent with the surface water design
277 manual. However, the lower part of the road course, specifically turn 2 through turn 7,
278 which has been in place since 1959, shall be allowed to operate with the existing surface
279 water drainage facilities, as long as no improvements are made to this portion of the road
280 course, unless required by federal or state law;

281 ~~((3- A))~~ c. a project phasing plan, including threshold requirements that
282 must be met before approval of the next phase of development;

283 d. specified development conditions to ensure that alterations provided for
284 in subsection G. of this section achieve the appropriate level of protections;

285 e. specified development conditions to ensure that stormwater flow control
286 and water quality treatment provided for in subsection H. of this section is achieved;

287 f. specified enforcement mechanisms to address any violations of the
288 conditions of the development agreement, including, but not limited to, the following:

289 (1) a process for monitoring conditions and for review of complaints;

290 (2) a process for expedited review and remedy of possible violations; and

291 (3) a penalty schedule for violations that recognizes the nature and
292 impact of the violation and is sufficient to deter violations that otherwise result in
293 financial benefit to the facility, including, but not limited to, revocation of the operating
294 agreement and right to operate or loss of specific days of operation; and

295 g. a process to approve modifications to the development agreement
296 requested by the applicant, that includes criteria for when modifications are considered

297 minor and require approval by the permitting division, and when modifications are
298 considered major and require approval by ordinance by the council following a public
299 hearing by the hearing examiner. The process shall also specify any required public
300 notice for modifications, and an option for the applicant to ask the council to make
301 decisions on minor modifications proposed by the applicant.

302 2. The operating agreement shall contain operating conditions related to the
303 operation of the site. The operating conditions included in the operating agreement shall
304 not be more restrictive than the current permit restrictions for the site, shall consider
305 flexibility to adapt as the racing industry and other on-site activities evolve in the future,
306 and shall include, but shall not be limited to:

307 ((4. Specified)) a. types of racing and nonracing activities, and where on
308 the site the activities can occur;

309 ((5. Specified)) b. days and times for all racing and nonracing uses;

310 ((6.)) c. Specified noise levels for racing and nonracing uses, including but
311 not limited to, how noise levels will be measured and mitigated that are no more
312 restrictive than noise levels permitted by Conditional Use Permit Files No. A-71-0-81
313 and Interim Use Permit File No. LUT417-0003; and

314 ((7. S)) d. specified on-site vehicle circulation and other traffic control
315 measures to reduce the impact of congestion on roadways in the vicinity of Pacific
316 Raceways((;

317 8. Specified development conditions to ensure that permitted alterations
318 provided for in subsection G. of this section achieve the appropriate level of protections;

319 9. Specified development conditions to ensure that stormwater flow control

320 ~~and water quality treatment provided for in subsection H. of this section is achieved;~~

321 ~~((10. S)) e. specified regular ongoing monitoring and reporting to measure~~
322 ~~compliance with the development agreement and operating agreement requirements~~
323 ~~((relating to noise, traffic, air quality, groundwater quality, stormwater flow control and~~
324 ~~water quality treatment and water volume and quality in Soosette creek)); and~~

325 ~~((11. S)) f. specified process for the receipt and evaluation by the~~
326 ~~((department)) permitting division of inquiries and complaints relating to the operation of~~
327 ~~the facility, in order to allow for review by the hearing examiner as provided in~~
328 ~~subsection S. of this section; ((and~~

329 ~~12. Specified enforcement mechanisms to address any violations of the~~
330 ~~conditions of the development agreement, including, but not limited to, the following:~~

331 ~~a. a process for monitoring condition violations and for receipt of~~
332 ~~complaints;~~
333 ~~b. a process for expedited review and remedy of possible violations; and~~
334 ~~c. a penalty schedule that recognizes the nature and impact of the violation~~
335 ~~and is sufficient to deter violations that otherwise result in financial benefit to the facility,~~
336 ~~including, but not limited to, revocation of operating permit and loss of specific days of~~
337 ~~operation)).~~

338 3. Uses, activities, or conditions that the permitting division determine are
339 development and operational in nature may be placed in both the development agreement
340 and operating agreement.

341 4. The special project manager shall take the lead to negotiate the
342 development agreement and operating agreement between the county and the applicant.

343 This includes drafting proposals, coordinating the review of the permitting division and
344 other agencies, facilitating all meetings between the county and the applicant,
345 coordinating the development and review of the State Environmental Policy Act process,
346 attending and participating in public meetings and public hearings, ensuring all timelines
347 identified in this section are met, and shall be the point of contact for the applicant and
348 interested parties.

349 F. All development under the master plan shall be subject to the following
350 standards relating to screening and building setbacks: as provided in K.C.C.
351 21A.16.030.F., to the maximum extent practical, buildings and other structures shall be
352 constructed on the project to be shielded from view from adjoining residential properties
353 using methods that may include, but are not limited to:

- 354 1. Retention of existing vegetation; and
- 355 2. Placement of new vegetation to augment existing vegetation.

356 G.1. Except as otherwise provided in this subsection G.2. of this section, all
357 development under the master plan shall comply with K.C.C. chapter 21A.24.

358 2. The ~~((department))~~ permitting division may approve alterations to critical
359 areas, critical areas buffers, and critical area setbacks that are not otherwise allowed as an
360 alteration ~~((exception))~~ under K.C.C. ~~((21A.24.070))~~ 21A.24.045 when the applicant
361 demonstrates that:

- 362 a. the proposal does not pose an unreasonable threat to the public health,
363 safety, or welfare on or off the site;
- 364 b. ~~((the proposed impacts to critical areas, critical area buffers and critical~~
365 ~~area setbacks shall be controlled and compensated for in accordance with the~~

requirements of K.C.C. 21A.24.125;

e.) for proposed alterations within steep slope or landslide hazard areas:

(1) the alterations are necessary to bring existing racing or access road

surfaces into compliance with applicable racing association safety standards, ((e)) to

construct noise barriers, ((e)) for the terracing and placement of spectator seating, or to

create or improve sight lines on the interior portion of the road course; and

(2) the alterations can be constructed to maintain the stability of the

hazard area through the use of structural mitigations identified through a geotechnical

analysis by a licensed and qualified geotechnical professional; and

((d)) c. for proposed alterations to wetlands, ((e)) aquatic areas, wetland

((and their)) buffers, and riparian areas:

(1) the alterations are necessary to comply with applicable racing

association safety standards either for existing racing surfaces, ((e)) for providing ((e))

access for emergency vehicles ((access roads)) to the existing racing surfaces, for the

terracing and placement of spectator seating, or to create or improve sight lines on the

interior portion of the road course;

(2) ((there is no feasible alternative to the development proposal with less

adverse impact on the critical area;

((3)) the alteration is the minimum necessary to accommodate the

development proposal;

((4)) (3) the ((alternation)) alteration has the least ((possible)) adverse

impact on the critical area and critical area buffer;

((5)) (4) the critical area is not used as a salmonid spawning area;

389 ~~((6))~~ (5) ~~((the director may only approve an alteration in a category III~~
390 ~~or IV))~~ alterations to a category I or II wetland shall not be allowed; and

391 ~~((7))~~ (6) the alterations to any wetland shall be mitigated in accordance
392 with an approved mitigation plan ~~((by relocating the wetland into a new wetland, with~~
393 ~~equivalent or greater functions, or into an existing wetland at the ratios specified))~~ in
394 accordance with K.C.C. 21A.24.340 based on the type of mitigation measures proposed.

395 H. ~~((Uses proposed under the master planning))~~ The proposal shall comply
396 with the King County surface water design manual, including allowed adjustments,
397 deviations, or waivers from the requirements, and shall~~((:~~

398 ~~1. Use enhanced basic water quality measures to treat stormwater and use~~
399 ~~stormwater infiltration facilities to manage stormwater to protect aquatic life in Big Soos~~
400 ~~and Soosette creeks and operation of the Soos Creek Hatchery, while protecting~~
401 ~~groundwater quality. The department shall consider the proposed use in determining~~
402 ~~whether spill control or special oil control measures in excess of the King County surface~~
403 ~~water design manual requirements are necessary to achieve the required environmental~~
404 ~~protections;~~

405 ~~2. Specify and require facilities and best management practices to ensure~~
406 ~~that auto-related fluids, brake dust, and other products are properly managed and~~
407 ~~disposed of to avoid contamination of soils, surface water and groundwater;~~

408 ~~3. Develop and implement a water quality monitoring plan to assure that~~
409 ~~copper, other metals, hydrocarbons, and other contaminants are not elevated in ground~~
410 ~~and surface waters on-site and in Big Soos and Soosette creeks;~~

411 ~~4. Conduct flow monitoring in Big and Soosette creeks before, during and~~

after construction to ensure that normal or preexisting flows are being maintained.

~~5. Conduct biotic monitoring in Big Soos and Soosette creeks before, during and after construction;~~

~~6. If the department determines it to be environmentally beneficial and if it is in compliance with the surface water design manual requirements for discharge to the natural location and is approved through an adjustment, channel surface water from impervious surfaces, including buildings, structures, pit areas, or raceways to drain away from Soosette creek and evaluate any impacts to Big Soos and Soosette creeks and to the alternative discharge location; and~~

~~7. Develop and implement an adaptive management program to correct any flow, surface or ground water quality, or biotic problem in Big Soos or Soosette creeks caused by the development))~~ develop and implement a water quality monitoring plan for the points of discharge for on-site surface water drainage, groundwater discharges, and infiltration points to determine that copper, other metals, hydrocarbons, and other contaminants are not elevated in down gradient groundwater on-site and in Big Soos and Soosette creeks.

I. Site development that entails extraction and grading of soils to achieve the final site contours for development shall be subject to the following limits:

1. The amount of materials that may be extracted during any specific phase of project construction shall be ~~((only as))~~ the minimum necessary to ~~((construct))~~ achieve final grades for that phase of the project approved for construction; and

2. The on-site processing of the extracted materials shall be limited to the sorting and crushing of the material into separate dirt, sand, and gravel components.

435 J. The master planning proposal shall include site designs and features to
436 reduce the level of noise impacts upon nearby residential neighborhoods.

437 K. The ~~((department))~~ permitting division shall, in close coordination with
438 the special project manager:

439 1. ~~((Schedule and conduct a))~~ Complete the preapplication ~~((meeting))~~
440 conference with applicant within thirty days of the request for such a meeting by the
441 applicant in order to identify the full range of potential issues related to the proposed
442 ~~((expansion))~~ modernization of Pacific Raceways and to specifically list information or
443 studies needed to adequately evaluate the listed issues. At the preapplication conference,
444 the permitting division shall:

445 ~~((2. P))~~ provide to the applicant a detailed listing of all project issues and
446 necessary information or studies required under subsection D. of this section ~~((within~~
447 ~~thirty days after the date of the preapplication meeting))~~;

448 3. Accept for filing a master planning proposal application submitted by the
449 applicant only if it provides the information and studies required by subsection K.2. of
450 this section;

451 4. Determine whether the master planning proposal is a complete
452 application under this section and K.C.C. ~~((20.20.050))~~ 20.20.033;

453 5. Provide a notice of a complete application under K.C.C. 20.20.060.B. In
454 addition to notice of application required under K.C.C. 20.20.060.B., the ~~((department))~~
455 permitting division shall provide mailed notice to:

456 a. all parties of record, including community groups or organizations,
457 established during the review of Conditional Use Permit File No~~((s))~~. A-71-0-81 ~~((and~~

~~L08CU006~~)), Interim Use Permit File No. LUT417-0003, Proposed Ordinance 2010-0189, ~~((or))~~ Ordinance 17287, Ordinance 18184, or this ordinance;

b. persons requesting notification of any county land use action regarding Pacific Raceways; and

c. residents or property owners of parcels located within twenty-five hundred feet of the boundaries of the Pacific Raceways site;

6. ~~((Not later than seven days after the applicant has filed with the department its master planning proposal, issue a determination of significance and proceed with the environmental review of the master planning proposal under Ordinance 17287, Section 6))~~ Not later than sixty days after notice of a complete application is sent, issue a threshold determination under WAC 197-11-310. If a determination of nonsignificance or a mitigated determination of nonsignificance is to be issued, the Optional DNS process in WAC 197-11-355 shall be used as provided in WAC 197-11-310(6)(d). Subject to the requirements and limitations of chapter 197-11 WAC, the State Environmental Policy Act review shall analyze the potential new impacts that may occur over and above those impacts currently allowed under the conditions of CUP File No. A-71-0-81 and Interim Use Permit File No. LUT417-0003 and potential cumulative impacts;

7. Conduct ~~((one or more))~~ two public meetings on the master planning proposal application to gather information and public input on all aspects of the master planning proposal. The first meeting shall be held within thirty days after the applicant has filed its complete master planning proposal application with the ~~((department and may be combined with a public meeting required under Ordinance 17287, Section 5.D.4))~~

481 permitting division. At that public meeting, the applicant shall present its master
482 planning proposal. At ~~((each))~~ the public meeting, the public shall be provided an
483 opportunity to comment on the master planning proposal. The ~~((department))~~ permitting
484 division shall record ~~((all))~~ the public meeting~~((s))~~ and make a written summary of the
485 meeting~~((s))~~ available on its website within fourteen days after the meeting. The
486 ~~((department))~~ permitting division may hold an additional public meeting~~((s))~~ as it
487 conducts its review of the master planning proposal application and shall provide an
488 opportunity for the applicant to respond to questions at each public meeting;

489 8. If a determination of significance is ~~((I))~~issued, issue the final
490 environmental impact statement within eighteen months of either issuing to the applicant
491 a notice of complete application or the master planning proposal is deemed a complete
492 application under K.C.C. ~~((20.20.050.B))~~ 20.20.033. The consultant for the EIS may
493 request up to three months of additional time to prepare the final environmental impact
494 statement;

495 9. Within one hundred twenty days after issuance of a determination of
496 nonsignificance or mitigated determination of nonsignificance or ~~((N))~~not later than thirty
497 days after issuance of the final environmental impact ~~((state is issued))~~ statement,
498 depending upon the threshold determination, propose for public review and comment a
499 development agreement and operating agreement consistent with this section. The
500 ~~((department))~~ permitting division shall provide notice of the proposed development
501 agreement and operating agreement in the same manner as it provided the notice of
502 application under subsection K.5.a. through c. of this section. The ~~((department))~~
503 permitting division shall present the proposed development agreement and operating

504 agreement at a public meeting within fourteen days after the notice is provided under this
505 subsection K.9.; and

506 10. Within sixty days after the public meeting required by subsection K.9.
507 of this section:

508 a. transmit to the hearing examiner the ~~((department's))~~ permitting
509 division's recommended development agreement and operating agreement, together with
510 a proposed ordinance authorizing the executive to execute the development agreement
511 and operating agreement;

512 b. publish its recommended development agreement and operating
513 agreement on the ~~((department's))~~ permitting division's website. As part of the
514 recommended development agreement and operating agreement, the permitting division
515 shall coordinate and assemble the reviews of other departments and governmental
516 agencies having an interest in the application and shall prepare a report summarizing the
517 factors involved and the permitting division's recommendation; and

518 c. provide notice of its recommended development agreement and
519 operating agreement in the same manner as it provided the notice of application under
520 subsection K.5.a. through c. of this section and to those governmental agencies listed in
521 K.C.C. 20.20.090.A. The notice shall also advise:

522 (1) that the ~~((department's))~~ permitting division's recommendation is
523 subject to an open record public hearing before the hearing examiner;

524 (2) the date that the ~~((department's))~~ permitting division's recommendation
525 has been transmitted to the hearing examiner; and

526 (3) that interested persons may appear as parties at the open record public

527 hearing by filing a notice of appearance with the hearing examiner within fourteen days
528 of the date that the ~~((department's))~~ permitting division's recommendation has been
529 transmitted to the hearing examiner. The applicant will be presumed to be a party
530 without having to file a notice of appearance.

531 L.1. Before the transmittal of the ~~((department's))~~ permitting division's
532 recommended development agreement and operating agreement to the hearing examiner,
533 the ~~((transportation, economy and environment))~~ local services and land use committee or
534 its ~~((applicable))~~ successor may request reports or briefings from the ~~((department))~~
535 permitting division and applicant regarding how the demonstration project is proceeding.
536 The ~~((department))~~ permitting division shall solicit input from those identified in
537 subsection K.5.a. through c. of section to inform the committee in the report and briefing.

538 2. If the ~~((department))~~ permitting division or the applicant is unable to
539 meet a timeline established by this section as part of the process for review of the master
540 planning proposal, the ~~((department))~~ permitting division shall provide written notice to
541 the council within fourteen days after the missed deadline in the form of a letter to the
542 chair of ~~((transportation, economy and environment))~~ local services and land use
543 committee or its ~~((applicable))~~ successor describing the causes for the delay, and the steps
544 or actions needed to be taken by the ~~((department))~~ permitting division or the applicant to
545 continue timely processing of the proposal.

546 M.1. ~~((No sooner than fourteen days after receiving the department's~~
547 ~~recommended development and operating agreement, the hearing examiner shall set the~~
548 ~~date for the prehearing conference and notify the parties of interest.~~

549 ~~2.))~~ Unless otherwise agreed to by those that appear as parties, the hearing

550 examiner shall conduct an open record public hearing within ninety days of issuance of
551 the ~~((prehearing conference))~~ permitting division's recommended development agreement
552 and operating agreement and, if necessary, shall hold the public hearing over consecutive
553 days.

554 ~~((3. When the hearing examiner sets the department's recommended~~
555 ~~development and operating agreement for an open record public hearing, the department~~
556 ~~shall coordinate and assemble the reviews of other departments and governmental~~
557 ~~agencies having an interest in the application and shall prepare a report summarizing the~~
558 ~~factors involved and the department's recommendation. At least fourteen calendar days~~
559 ~~before the scheduled hearing, the department shall file the report with the hearing~~
560 ~~examiner and mail copies to those identified in subsection K.5.a. through c. of section.~~

561 4.)) 2. The hearing examiner's recommendation may be to approve or reject
562 the ~~((department's))~~ permitting division's recommended development agreement and
563 operating agreement, or the examiner may recommend that the council adopt the
564 ~~((department's))~~ permitting division's recommended development agreement and
565 operating agreement with such conditions, modifications, and restrictions as the examiner
566 finds necessary to carry out applicable state laws and regulations and the regulations,
567 including chapter 43.21C RCW, ~~((policies, objectives, and goals of the Comprehensive~~
568 ~~Plan, the zoning code))~~ K.C.C. Title 21A, and other laws~~((, policies, and objectives))~~ of
569 King County.

570 ~~((5.))~~ 3. Within fourteen days after the conclusion of the open record public
571 hearing, the hearing examiner shall issue a written recommendation and shall, consistent
572 with K.C.C. 20.20.220, transmit a copy thereof to the council and to all persons who

573 appeared as parties in the open record public hearing. The recommendation shall include
574 findings of fact and conclusions from the record that support the decision and the findings
575 and conclusions shall set forth and demonstrate the manner in which the recommendation
576 is consistent with, carries out, and helps implement applicable state laws and regulations,
577 the regulations(~~((, policies, objectives))~~) of King County, and (~~((goals of the comprehensive~~
578 ~~plan and Ordinance 17287))~~) this section.

579 (~~((6.))~~) 4. To appeal the hearing examiner's recommendation, an aggrieved
580 party (~~((must))~~) shall file an (~~((notice of))~~) appeal with the clerk of the council within
581 fourteen days of the date (~~((of the mailing of))~~) the hearing examiner's recommendation
582 (~~((The clerk shall notify the hearing examiner and the parties of record to the hearing~~
583 ~~examiner's open record public hearing in writing of the council's receipt of the appeal.~~
584 ~~The clerk shall also cause to have posted on the council's web page the notice of the~~
585 ~~appeal. The appellant shall file a statement of appeal with the clerk within twenty one~~
586 ~~days of filing its notice of appeal, together with proof of service of the statement of~~
587 ~~appeal to the other parties of record. The statement of appeal must specify the basis for~~
588 ~~the appeal and any arguments in support of the appeal. Failure to file a statement of~~
589 ~~appeal shall result in the dismissal of the appeal. The clerk shall cause to have the~~
590 ~~statement of appeal) posted on the council's web page. A))~~) is transmitted to the council
591 in conformance with K.C.C. 20.20.230, except that any written responsive statements or
592 arguments to the appeal, together with proof of service on the other parties (~~((of record))~~),
593 must be filed with the clerk of the council within fourteen days after the filing of the
594 appeal statement (~~((of appeal))~~). The clerk of the council shall cause to have these
595 responsive statements and arguments posted on the council's webpage.

596 ~~((7-))~~ 5. At least fourteen days before the closed record hearing by the
597 council of the appeal, the clerk of the council will provide the parties of record with
598 written notice of the hearing time and date. The council's consideration of the appeal
599 shall be based upon the record as presented to the hearing examiner at the open record
600 public hearing and upon written appeal statements and arguments submitted by the
601 parties that are based on the open record public meeting. The council may allow the
602 parties to the appeal a period of time for oral argument based on the record. Consistent
603 with RCW 36.70B.020(1), before or at the appeal hearing and upon the request of the
604 council, county staff may provide a written or oral summary, or both, of the appeal
605 record, issues, and arguments presented in an appeal and may provide answers, based on
606 the record, to questions with respect to issues raised in an appeal asked by council
607 members at the appeal hearing. Nothing in this subsection shall be construed as limiting
608 the ability of the council to seek and receive legal advice regarding a pending appeal
609 from the office of the prosecuting attorney or other county legal counsel either within or
610 outside of the hearing.

611 ~~((8-))~~ 6. If, after consideration of the record, written appeal statements, and
612 any oral argument the council determines that:

613 a. ~~((A))~~ an error in fact or procedure may exist or additional information or
614 clarification is desired, the council shall remand the matter to the hearing examiner for
615 further hearing to receive additional information or further consideration; or

616 b. ~~((F))~~ the recommendation of the hearing examiner is based on an error in
617 judgment or conclusion, the council may modify or reverse the recommendation of the
618 hearing examiner.

619 ((9-))7. a. The council's final action on any recommendation of the hearing
620 examiner shall be by ordinance, which shall include findings of fact and conclusions from
621 the record of the hearing examiner's public hearings. The findings and conclusions shall
622 set forth and demonstrate the manner in which the council's decision is consistent with,
623 carries out, and helps implement applicable state laws, the regulations(~~(, the policies,~~
624 ~~objectives, and goals of the comprehensive plan))~~ of King County, and ((Ordinance
625 ~~17287))~~ this section. The council may adopt as its own all or portions of the hearing
626 examiner's findings and conclusions.

627 b. Any ordinance also may contain reasonable conditions, in accordance
628 with state law and county ordinances, which must be satisfied before the ordinance
629 becomes effective. The ordinance shall also designate the time period within which any
630 such conditions must be satisfied. All authority pursuant to such ordinance shall expire if
631 any of the conditions are not satisfied within the designated time period and the property
632 shall continue to be subject to all laws, regulations, and zoning as if the ordinance had not
633 been adopted. The council may extend the period for satisfaction of the conditions if,
634 after a public hearing by the examiner, the council finds an extension will be in the public
635 interest and the extension was requested by the applicant within the initial time period.

636 N. If the hearing examiner's recommendation is not appealed pursuant to
637 subsection M. of this section:

638 1. The clerk of the council shall place a proposed ordinance that implements
639 the examiner's recommended action on the agenda of the next available council meeting
640 for adoption;

641 2. No final action to amend or reverse the hearing examiner's

recommendation shall be taken at that meeting and notice to parties shall be given before the adoption of a substitute or amended ordinance that amends or reverses the examiner's recommendation;

3. The council may either:

a. Refer the matter to the ~~((transportation, economy and environment))~~ local services and land use committee or its successor for further consideration deemed necessary before the council takes final action on the matter or remand the matter to the hearing examiner for further hearing to receive additional information or further consideration; or

b. Adopt the hearing examiner's recommendation by an ordinance satisfying the requirements of subsection M.9. of this section.

4. Any final action by the county council may be reconsidered by the council pursuant to K.C.C. 20.22.280; and

5. Any appeal of the council's final action shall comply with the requirements of K.C.C 20.22.270.A.

O.1. The ~~((design))~~ development and operating conditions specified in any development agreement or operating agreement adopted and executed pursuant to the process established in this section shall ~~((prospectively))~~ control the development and operations ~~((and design))~~ for the site and supersede the ~~((design))~~ development and operating conditions established under Conditional Use Permit File No((s)). A-71-0-81 ~~((and L08CU006))~~ and Interim Use Permit File No. LUT417-0003. However, any such development agreement and operating agreement ~~((will not have retroactive effect. Any enforcement actions relating to compliance with))~~ shall not contain any condition or

665 requirement that is more restrictive than the ((design and operating)) conditions
666 ((established under)) and requirements for Conditional Use Permit File No((s)). A-71-0-
667 81 ((and L08CU006 regarding activities that occurred before the execution of a
668 development agreement shall not be affected)) and Interim Use Permit File No. LUT417-
669 0003.

670 2.a. A master plan development ((and operating)) agreement approved by
671 the council shall be in effect for a period of ten years from the effective date of the
672 ordinance approving the master plan development ((and operating)) agreement and
673 authorizing the executive to execute the development ((and operating)) agreement~~((;))~~.

674 b. A master plan operating agreement approved by the council shall govern
675 on-site operations, so long as the operating conditions have been met by the applicant,
676 property owner, and operator.

677 3.a. An approved master plan development ((and operating)) agreement
678 may be renewed one time for not more than ten years.

679 b. The applicant shall apply to the ((department)) permitting division for
680 renewal of the development ((and operating)) agreement at least twelve months before
681 the agreement expires. The ((department)) permitting division shall provide a notice of
682 the renewal request under subsection K.5.a. through c. of this section and shall conduct at
683 least one public meeting on the request as provided in subsection K.7. of this section.

684 c. The ((department)) permitting division shall make its recommendation
685 to the council on the proposed renewal together with any recommended changes to the
686 development agreement not later than ninety days before the development ((and
687 operating)) agreement expires.

688 d. If the development agreement is not renewed by the council((÷
689 (1) the operating conditions established in the agreement shall remain in
690 effect; and
691 (2))) any subsequent development permit application shall be subject to
692 laws in effect at the time the subsequent application is filed.

693 P. During the period a development ((and operating)) agreement is in effect,
694 any subsequent development on the site shall be consistent with the approved
695 development ((and operating)) agreement.

696 Q.1. Except as otherwise provided in subsection Q.2. of this section, the laws
697 in effect on the date the council adopts the ordinance authorizing the execution of the
698 development ((and operating)) agreement shall apply to subsequent permits necessary for
699 the uses authorized by the development ((and operating)) agreement.

700 2. The following regulations in effect on the date of a complete application
701 for any permits necessary for a use authorized by the development ((and operating))
702 agreement shall apply:

- 703 a. surface water management standards under K.C.C. Title 9;
- 704 b. public health and safety codes under K.C.C. Title 13;
- 705 c. road standards under K.C.C. Title 14;
- 706 c. building codes under K.C.C. Title 16; and
- 707 d. fire codes under K.C.C. Title 17.

708 R.1. During the effective period of the development ((and operating))
709 agreement, the applicant may request in writing ((and the department may propose a))
710 one or more modifications ((of)) to the development ((and operating)) agreement. ((The

711 ~~applicant's request and the department initiated proposal shall be made by June 1 of each~~
712 ~~year for implementation in the following year. The department))~~ For those requests
713 where the permitting division determines the modification is a major modification to the
714 development agreement that requires council approval, they shall be considered no more
715 than once per year, starting one year after the effective date of this ordinance. On June 1
716 of each year, the permitting division shall consolidate all of the major modification
717 requests into a single proposed modification and within fourteen days shall provide notice
718 of the ((request or)) proposed modification as provided in subsection K.5.a. through c. of
719 this section. The ((department)) permitting division shall submit to the hearing examiner
720 its recommendation on the proposed modification requests not later than August 1 of that
721 same year. The hearing examiner shall conduct a public hearing on the proposed
722 modification no later than October 15 of that same year, and make a recommendation to
723 council no later than December 31 of that same year.

724 2. The applicant may request in writing modifications to the operating
725 agreement. For those requests where the permitting division determines it is a major
726 modification to the operating agreement that requires council approval, they shall be
727 considered no more than once per year, starting one year after the effective date of this
728 ordinance. On June 1 of each year, the permitting division shall consolidate all of the
729 major modification requests into a single proposed modification and within fourteen days
730 provide notice of the proposed modification as provided in subsection K.5.a. through c.
731 of this section. The permitting division shall submit to the hearing examiner its
732 recommendation on the proposed modification not later than August 1 of that same year.
733 The hearing examiner shall conduct a public hearing on the proposed modification no

734 later than October 15 of that same year, and make a recommendation to council no later
735 than December 31 of that same year.

736 3. The proposed modifications to the development agreement and operating
737 agreement described in this subsection R. may be considered as part of one ordinance or
738 as multiple ordinances.

739 S. The hearing examiner shall conduct the following annual monitoring and
740 reporting activities for the council:

741 1. No later than October 15 of each year, the hearing examiner shall
742 conduct a public meeting in the vicinity of the project site for the purpose of gathering
743 community input on the operation of facility during the preceding year ~~((and on any~~
744 ~~modifications to the development and operating agreement))~~. The ~~((department))~~
745 permitting division shall provide a notice of the meeting as provided in subsection K.5.a.
746 through c. of this section.

747 2. Beginning on December 31 of the year after the effective date of the
748 ordinance authorizing the execution of the development agreement and operating
749 agreement, and for each subsequent year, the hearing examiner shall prepare and submit
750 to the council a report that:

- 751 a. describes the current status of the phases of the development;
752 b. evaluates compliance with development agreement and operation
753 agreement conditions during the preceding year;
754 c. identifies issues and concerns that have been brought forward by the
755 community, ~~((Pacific Raceways))~~ applicant, and the ~~((department))~~ permitting division;
756 d. evaluates proposed modifications to the development agreement and

757 operating agreement; and

758 e. outlines potential steps to ensure compliance with the development

759 agreement and operating agreement.

760 3. The report shall be presented in a briefing by the hearing examiner to the

761 ~~((transportation, economy, and environment))~~ local services and land use committee((7))

762 or its ~~((applicable))~~ successor, at which the ~~((department))~~ permitting division and project

763 operator shall be present.

764 T. The director shall submit a report on the master planning demonstration

765 project to the council within sixty days of the council's adoption of the ordinance

766 approving the development agreement and operating agreement. The report shall

767 evaluate the efficacy of the master planning process and may include recommended

768 changes to the master planning process to address problems or deficiencies in the process

769 identified by the ~~((department))~~ permitting division. The ~~((department))~~ permitting

770 division shall solicit comments from the applicant, the hearing examiner, and the public,

771 identified in subsection K.5.a. through c. of this section, on the master planning process

772 and include a synopsis of those comments in the report. The report shall be filed

773 electronically with the clerk of the council, who shall retain an electronic copy and

774 provide an electronic copy to each councilmember, the council chief of staff, and the lead

775 staff for the local services and land use committee or its successor.

776 U.1 Before the application for a master planning proposal application, the

777 applicant shall be permitted to undertake the following activities, subject to an interim

778 use permit:

779 a. construct up to four hundred thousand square feet of buildings, including

required excavation and processing of materials, for uses allowed for a regional motor sports facility as set forth in K.C.C. 21A.06.973.C., and associated required site improvements;

b. add paved impervious surface area, including, but not limited to, parking, a new vehicular access point to SE 304th Street, modifications to the road course, and internal access roads, with total impervious surface area not to exceed thirty-three and one-third percent of the site that is subject to the property-specific development condition known as P-suffix SC-P02; ~~((and))~~

c. add grandstands to accommodate up to twenty-five thousand persons, and replace existing grandstand seating; and

d. conduct any of the uses allowed under KCC 21A.06.973C, including that nonracing driving schools may operate on Mondays and Tuesdays.

2. Excavation and processing of materials under an interim use permit shall be subject to the following limits:

a. The amount of materials shall be only as is necessary to undertake the activities allowed by subsection U.1. of this section, subject to review by the ~~((department))~~ permitting division;

b. The on-site processing of the extracted materials shall be limited to the sorting of the materials into separate dirt, sand, and gravel components, and crushing and washing of those components that will be used for on-site construction and required site improvements; and

c. The on-site processing shall be limited to 9:00 a.m. to 5:00 p.m. Monday through Friday.

803 V. A preapplication meeting shall be required for the interim use permit.
804 The applicant shall submit the following information to the ((department)) permitting
805 division with a request to schedule a preapplication meeting:
806 1. Affidavit of application, on a form approved by the ((department))
807 permitting division;
808 2. Project narrative and questions for ((department)) permitting division
809 staff;
810 3. Preliminary site plan, which shall include:
811 a. location of the property, with a vicinity map showing cross street;
812 b. address, if an address has been assigned;
813 c. parcel number or numbers;
814 d. zoning of parcel or parcels and adjacent parcel or parcels;
815 e. north arrow and scaled dimensions;
816 f. existing and proposed building footprints, with overhangs and
817 projections;
818 g. existing and proposed grade contours;
819 h. site area in square feet or acres of the project site;
820 i. area of either disturbance or development, or both, including utilities,
821 septic, and internal circulation, as needed;
822 j. existing and proposed easements, including ingress, egress, utilities, or
823 drainage; and
824 k. critical areas and their buffers; and
825 4. Preliminary building plan.

826 W. An interim use permit application shall be considered complete when the
827 following information and studies have been submitted and are adequate to review the
828 proposal:

829 1. A proposed site plan that identifies the location and dimensions of the
830 proposed buildings, structures, and paving, vehicular circulation and parking areas,
831 critical areas and buffers, landscaping, stormwater facilities, utilities, and fire protection;

832 2. A proposed drainage plan under the surface water design manual for the
833 improvements proposed under the interim use permit;

834 3. A proposed grading plan that complies with the submittal, operating, and
835 performance requirements in K.C.C. chapter 16.82;

836 4. A proposed restoration plan that complies with this section;

837 5. A deposit as required by K.C.C. 27.02.210 for review of the interim use
838 permit; and

839 6. Any necessary information identified through the preapplication process.

840 X. The interim use permit shall contain development conditions related to the
841 grading activities and buildings and shall include, but not be limited to:

842 1. An approved site plan and conditions that establish:

843 a. location, size, and proposed uses of the buildings;

844 b. location and dimensions of vehicular circulation and parking, including
845 required parking for the existing uses;

846 c. location of stormwater facilities, sewage treatment facilities, water, and
847 related features;

848 d. landscaping requirements, as required by K.C.C. chapter 21A.16;

849 e. location of on-site critical areas. Development or operations are not
850 allowed within critical areas or their buffers, and alterations of critical areas or their
851 buffers are not permitted, as part of the activities allowed with the interim use permit or
852 related construction permits; and

853 f. necessary on-site and off-site traffic control for construction impacts on
854 vehicular circulation and on roadways in the vicinity of the project site;

855 2. An approved grading plan in compliance with the requirements of K.C.C.
856 chapter 16.82;

857 3. A preliminary drainage plan in compliance with the surface water design
858 manual; and

859 4. A restoration plan in compliance with the following requirements:

860 a. Final grades shall generally conform to standards in K.C.C. 16.82.100
861 and the following:

862 (1) be such so as to encourage the uses permitted within the primarily
863 surrounding zone or, if applicable, the underlying or potential zone classification; and

864 (2) result in drainage patterns that reestablish natural conditions of
865 aquifer recharge, water velocity, volume, and turbidity within six months of restoration
866 and that precludes water from collecting or becoming stagnant. Suitable drainage
867 systems approved by the ((department)) permitting division shall be constructed or
868 installed where natural drainage conditions are not possible or where necessary to control
869 erosion. All constructed drainage systems shall be designed consistent with the Surface
870 Water Design Manual; and

871 b. All areas subject to clearing, grading, or backfilling shall:

872 (1) be planted with a variety of trees, shrubs, legumes, and grasses
873 indigenous to the surrounding area and appropriate for the soil, moisture, and exposure
874 conditions; and

875 (2) except for roads and areas incorporated into drainage facilities, be
876 surfaced with soil of a quality at least equal to the topsoil of the land areas immediately
877 surrounding, and to a depth of the topsoil of land area immediately surrounding six
878 inches, whichever is greater.

879 Y. For the interim use permit, the executive shall appoint a special project
880 manager.

881 1. ((F)) For the initial interim use permit, the special project manager shall
882 either be an employee of, or hired as a consultant by, the regional planning unit of the
883 office of performance, strategy, and budget. For any modifications to the interim use
884 permit, the special project manager, shall be agreed to by the county and the applicant
885 and could either be a consultant hired by the director's office of the department of local
886 services or the permitting division's managed account team project manager or
887 equivalent.

888 2. The Pacific Raceways property has been designated as a project of
889 statewide significance under chapter 43.157 RCW.

890 3. The special project manager will coordinate the reviews within the
891 ~~((department))~~ permitting division and other agencies, be the primary point of contact for
892 the applicant and interested parties, and ensure that the timelines established for review of
893 the interim use permit in this section are met.

894 4. The special project manager shall evaluate, and provide a

895 recommendation to the executive, regarding the efficacy of options, such as review by
896 another jurisdiction or using outside staff to complete the substantive review, for
897 expediting the permit review process. As part of this review, the special project manager
898 shall ensure that any recommended option will produce a review that complies with this
899 chapter and other applicable laws, regulations, and adopted policies.

900 Z.1. In reviewing the interim use permit, the ~~((department))~~ permitting
901 division shall:

902 a. process the interim use permit as a Type 3 land use permit, except as
903 provided in subsection DD. of this section. K.C.C. chapter 20.20 shall apply, except as
904 modified by this section;

905 b. conduct a mandatory preapplication meeting within fourteen days of the
906 applicant's request for a preapplication meeting;

907 c. within twenty one days of the preapplication meeting, provide a detailed
908 listing of the required information or studies required for review of the interim permit, in
909 conformance with this section, the other building, construction, and environmental
910 permits that will be required, and an estimate of cost for review of the interim use permit;

911 d. accept the interim use permit application if the applicant provides the
912 information and studies required by the detailed listing provided in subsection Z.1.c. of
913 this section;

914 e. determine whether the interim use permit application is complete within
915 seven days of filing by the applicant, pursuant to K.C.C. ~~((20.20-050))~~ 20.20.033, and
916 subject to the application requirements in subsection W. of this section;

917 f. provide a notice of complete application under K.C.C. ~~((20.20-050))~~

918 20.20.033, within seven days of determining that the application is complete;

919 g. provide a notice of application under K.C.C. 20.20.060 within fourteen

920 days of providing the notice of complete application. In addition to the notice required by

921 these two sections, the ~~((department))~~ permitting division shall provide mailed notice to:

922 (1) all parties of record, including community groups or organizations,

923 established during the review of Conditional Use Permit File Nos. A-71-0-81 ~~((and~~

924 ~~L08CU006))~~, Interim Use Permit File No. LUT417-0003, Proposed Ordinance 2010-

925 0189, ~~((or))~~ Ordinance 17287, Ordinance 18184, and this ordinance;

926 (2) persons requesting notification of any county land use action

927 regarding Pacific Raceways; and

928 (3) residents or property owners of parcels located within twenty-five

929 hundred feet of the boundaries of the Pacific Raceways site;

930 h. complete environmental review on the interim use and activities

931 authorized by the interim use permit;

932 i. transmit to the hearing examiner the ~~((department's))~~ permitting

933 division's recommendation on the interim use permit and provide notice of the

934 recommendation under K.C.C. 20.20.090. The recommendation shall be based on the

935 conformance of the proposal with the requirements of this section; and:

936 (1) for a determination of nonsignificance or mitigated determination of

937 nonsignificance, transmit the recommendation within forty-five days of the end of the

938 comment period on threshold determination;

939 (2) for a determination of significance, transmit the recommendation

940 within forty-five days of the end of the appeal period for the final environmental impact

941 statement; and

942 j. coordinate and assemble the reviews of other departments and
943 governmental agencies having an interest in the application and shall prepare a report
944 summarizing the factors involved and the ((department's)) permitting division's
945 recommendation. At least seven calendar days before the scheduled hearing, the
946 ((department)) permitting division shall file the report with the hearing examiner and mail
947 copies to those identified in subsection Z.1.g. of this section.

948 2. The exceptions to permit review timelines described in K.C.C.
949 20.20.100.C. shall apply to the review period deadlines outlined in subsection Z. of this
950 section. If the ((department)) permitting division is unable to meet the time limits
951 established by this section, it shall provide written notice of this fact to the applicant. The
952 notice shall include a statement of reasons why the time limits have not been met and an
953 estimated date for issuance of the notice of recommendation to the hearing examiner. In
954 no case shall the review of the interim use permit, from the date a complete application is
955 filed through the date the ((department)) permitting division issues the recommendation
956 to the hearing examiner, excluding the timeframes outlined in K.C.C. 20.20.100.C.,
957 exceed one hundred twenty days, unless the parties agree to an extension.

958 AA.1. The hearing examiner shall:

959 a. within fourteen days of receiving the ((department's)) permitting
960 division's recommendation on the interim use permit, set the date for the prehearing
961 conference and notify the interested parties.

962 b. within seven days of the prehearing conference, issue a prehearing order
963 that includes a tentative schedule and order of proceedings for the hearing required under

964 this subsection.

965 c. conduct an open record public hearing within thirty days of the
966 prehearing conference.

967 d. within ten days of the public hearing, issue a decision on the interim use
968 permit. The examiner's determination may be to grant or deny the application, and may
969 include any conditions, modifications, and restrictions as the examiner finds necessary to
970 carry out the provisions of this section. The examiner's decision may be appealed to the
971 council according to K.C.C. 20.22.220.

972 2. When reasonably required to enable the attendance of all necessary
973 parties at the hearing, or the production of evidence or to otherwise assure that due
974 process is afforded and the objectives of this chapter are met, the periods in subsection
975 AA.1. of this section may be extended by the examiner at the examiner's discretion for an
976 additional thirty days. With the consent of all parties, the periods may be extended
977 indefinitely. The reason for the deferral shall be stated in the examiner's decision.
978 Failure to complete the hearing process within the stated time shall not terminate the
979 jurisdiction of the examiner.

980 BB. Issuance of the interim use permit by the county under this section does
981 not relieve the applicant of its obligations to obtain other approvals required under state
982 and federal law.

983 CC. The applicant shall pay fees to the county to cover the actual cost of
984 providing project management, review, and inspection services for the interim use
985 permits and including environmental review, in accordance with K.C.C. 27.02.100.

986 DD. Upon issuance of an interim use permit, the ~~((department))~~ permitting

987 division may review and approve, in accordance with the code compliance process in
988 K.C.C. chapter 21A.42, an expansion of, modification to, or addition to the development
989 authorized by the interim use permit. If the proposed development, taken together with
990 any previously approved development under the interim use permit, is within the
991 limitations of subsection U.1. of this section, the development proposal shall be
992 processed as a Type 1 land use decision, subject to all other applicable state and local
993 standards. Subject to the requirements and limitations of chapter 197-11 WAC, the State
994 Environmental Policy Act review shall analyze the potential new impacts that may occur
995 over and above those impacts currently allowed under the conditions of CUP File No. A-
996 71-0-81 and Interim Use Permit File No. LUT417-0003 and potential cumulative
997 impacts.

998 EE. Establishment of the use or activity authorized by an interim use permit shall
999 occur within ten years of the effective date of the decision for the interim use permit or
1000 subsequent amendment to the interim use permit under subsection DD. of this section.
1001 Upon written request to the ~~((department))~~ permitting division made by the applicant
1002 before the expiration of an interim use permit or subsequent amendment, the
1003 ~~((department))~~ permitting division shall extend the permit for one or more one-year
1004 period, up to a total of five consecutive years, if site conditions have not significantly
1005 changed in a manner that would have affected the original permit approval and the
1006 applicant pays applicable permit extension fees. Any use or structure established during
1007 the term of the interim use permit or an extension of the term may continue to operate
1008 after the expiration of the interim use permit, in accordance with K.C.C. chapter 21A.32
1009 and any applicable p-suffix conditions.

1010 FF. The additional uses allowed by the P-suffix condition, in K.C.C.
1011 21A.06.973C, and this section may be allowed in areas over the square footage
1012 limitations in LUT417-0003 if approved via the permit process and environmental review
1013 required by K.C.C. 21A.55.105.

1014 SECTION 4. The following are hereby repealed:

1015 A. Ordinance 17287, Section 5; and

1016 B. Ordinance 17287, Section 6.

1017 SECTION 5. Severability. If any provision of this ordinance or its application to

- 1018 any person or circumstance is held invalid, the remainder of the ordinance or the
1019 application of the provision to other persons or circumstances is not affected.

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