



King County

1200 King County
Courthouse
516 Third Avenue
Seattle, WA 98104

Meeting Agenda Metropolitan King County Council

*Councilmembers: Sarah Perry, Chair;
Jorge Barón, Vice Chair of Policy Development and Review;
Reagan Dunn, Vice Chair of Regional Coordination;
Claudia Balducci, Rod Dembowski, Steffanie Fain,
Teresa Mosqueda, Pete von Reichbauer*

1:30 PM

Tuesday, December 9, 2025

Hybrid Meeting

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

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3. Remote attendance on the Zoom Webinar: You may provide oral public testimony at the meeting by connecting to the meeting via phone or computer using the ZOOM application at <https://zoom.us/>, and entering the Webinar ID below.



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CONNECTING TO THE WEBINAR

Webinar ID: 830 3407 1240

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1. **Call to Order**

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

2. **Roll Call**3. **Flag Salute and Pledge of Allegiance**

Councilmember Barón

Pg. 15

4. **Approval of Minutes of December 1, 2025, Special Council meeting, and December 2, 2025, Council meeting**

Councilmember Barón

Pg. 16

5. **Additions to the Council Agenda**6. **Special Items****County Service Awards**

Executive Zahilay

Swearing In

Councilmember Dembowski - Council District 1

Councilmember Perry - Council District 3

Councilmember von Reichbauer - Council District 7

Councilmember Dunn - Council District 9



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There will be one public hearing on Items 7-36 and 44

Hearing and Second Reading of Ordinances from Standing Committees and Regional Committees, and of Ordinances related to Collective Bargaining

Budget and Fiscal Management

Councilmember Dembowski

7. [Proposed Ordinance No. 2025-0291](#) **Pg. 25**

AN ORDINANCE relating to the county property tax levies for collection in 2026, and implementing RCW 84.55.120.

Sponsors: Dembowski

On 10/7/2025, the Metropolitan King County Council Introduced and Referred to Budget and Fiscal Management Committee.

On 11/13/2025, the Budget and Fiscal Management Committee Passed Out of Committee Without a Recommendation.

Public Hearing Required

8. [Proposed Ordinance No. 2025-0292](#) **Pg. 31**

AN ORDINANCE relating to the 2025 levy of property taxes in King County for collection in the year 2026.

Sponsors: Dembowski

On 10/7/2025, the Metropolitan King County Council Introduced and Referred to Budget and Fiscal Management Committee.

On 11/13/2025, the Budget and Fiscal Management Committee Passed Out of Committee Without a Recommendation.

Public Hearing Required

Metropolitan King County Council

Councilmember Barón



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9. [Proposed Ordinance No. 2025-0353](#) **Pg. 42**

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 representing employees in the departments of adult and juvenile detention, district court, and natural resources and parks; and establishing the effective date of the agreements.

Sponsors: Perry

On 12/2/2025, the Metropolitan King County Council Introduced and Referred to Metropolitan King County Council.

Transportation, Economy, and Environment

Councilmember Fain

10. [Proposed Ordinance No. 2025-0350](#) **Pg. 171**

AN ORDINANCE relating to the sale of environmental attributes held by the county; authorizing the county to enter into an agreement for the sale of environmental attributes related to biomethane produced at the Cedar Hills regional landfill to Karbone Inc.

Sponsors: Quinn

On 11/18/2025, the Metropolitan King County Council Introduced and Referred to Transportation, Economy, and Environment Committee.

**SUBJECT TO A MOTION TO RELIEVE THE COMMITTEE OF FURTHER CONSIDERATION
PURSUANT TO K.C.C. 1.24.125**



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Motions, from Standing Committees and Regional Committees and Motions related to Collective Bargaining, for Council Action

Consent Items 11-24

Councilmember Barón

11. [Proposed Motion No. 2025-0175](#)

Pg. 210

A MOTION acknowledging receipt of the 2024 health through housing annual report, in accordance with K.C.C. chapter 24.30.

Sponsors: Mosqueda and Balducci

On 7/1/2025, the Metropolitan King County Council Introduced and Referred to Regional Policy Committee.

On 8/20/2025, the Regional Policy Committee Recommended Do Pass.

On 12/2/2025, the Health, Housing, and Human Services Committee Recommended Do Pass Consent.

12. [Proposed Substitute Motion No. 2025-0201.2](#)

Pg. 294

A MOTION acknowledging receipt of a report on the results of an analysis of racial disparities in response to infractions as required by the 2025 Annual Budget Ordinance, Ordinance 19861, Section 54, Proviso P1.

Sponsors: Barón

On 7/8/2025, the Metropolitan King County Council Introduced and Referred to Law and Justice Committee.

On 9/3/2025, the Law and Justice Committee Deferred.

On 12/3/2025, the Law and Justice Committee Recommended Do Pass Substitute Consent.

13. [Proposed Motion No. 2025-0215](#)

Pg. 317

A MOTION confirming the executive's appointment of Kathryn Hill, who resides in council district one, to the King County women's advisory board, as the district one representative.

Sponsors: Dembowski

On 8/19/2025, the Metropolitan King County Council Introduced and Referred to Health, Housing, and Human Services Committee.

On 12/2/2025, the Health, Housing, and Human Services Committee Recommended Do Pass Consent.



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14. [Proposed Motion No. 2025-0230](#)

Pg. 319

A MOTION confirming the executive's appointment of Eric Buley, who resides in council district two, to the King County children and youth advisory board.

Sponsors: Zahilay

On 8/19/2025, the Metropolitan King County Council Introduced and Referred to Health, Housing, and Human Services Committee.

On 12/2/2025, the Health, Housing, and Human Services Committee Recommended Do Pass Consent.

15. [Proposed Motion No. 2025-0231](#)

Pg. 321

A MOTION confirming the executive's appointment of Ellie Wang, who resides in council district nine, to the King County children and youth advisory board, as a youth representative.

Sponsors: Dunn

On 8/19/2025, the Metropolitan King County Council Introduced and Referred to Health, Housing, and Human Services Committee.

On 12/2/2025, the Health, Housing, and Human Services Committee Recommended Do Pass Consent.

16. [Proposed Motion No. 2025-0232](#)

Pg. 323

A MOTION confirming the executive's appointment of Briyanna Stewart, who resides in council district eight, to the King County children and youth advisory board.

Sponsors: Mosqueda

On 8/19/2025, the Metropolitan King County Council Introduced and Referred to Health, Housing, and Human Services Committee.

On 12/2/2025, the Health, Housing, and Human Services Committee Recommended Do Pass Consent.

17. [Proposed Motion No. 2025-0233](#)

Pg. 325

A MOTION confirming the executive's appointment of Asma Ahmed, who resides in council district four, to the King County children and youth advisory board.

Sponsors: Barón

On 8/26/2025, the Metropolitan King County Council Introduced and Referred to Health, Housing, and Human Services Committee.

On 12/2/2025, the Health, Housing, and Human Services Committee Recommended Do Pass Consent.



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18. [Proposed Motion No. 2025-0234](#)

Pg. 327

A MOTION confirming the executive's appointment of Negin Khanloo, who resides in council district six, to the King County women's advisory board, as the district six representative.

Sponsors: Balducci

On 8/19/2025, the Metropolitan King County Council Introduced and Referred to Health, Housing, and Human Services Committee.

On 12/2/2025, the Health, Housing, and Human Services Committee Recommended Do Pass Consent.

19. [Proposed Motion No. 2025-0239](#)

Pg. 329

A MOTION confirming the executive's appointment of Yessica Osorio Duran, who resides in council district five, to the King County children and youth advisory board, as a youth representative.

Sponsors: Quinn

On 9/9/2025, the Metropolitan King County Council Introduced and Referred to Health, Housing, and Human Services Committee.

On 12/2/2025, the Health, Housing, and Human Services Committee Recommended Do Pass Consent.

20. [Proposed Motion No. 2025-0240](#)

Pg. 331

A MOTION confirming the executive's appointment of Megan Walsh, who resides in council district three, to the King County children and youth advisory board.

Sponsors: Perry

On 9/9/2025, the Metropolitan King County Council Introduced and Referred to Health, Housing, and Human Services Committee.

On 12/2/2025, the Health, Housing, and Human Services Committee Recommended Do Pass Consent.

21. [Proposed Motion No. 2025-0242](#)

Pg. 333

A MOTION confirming the executive's appointment of Eric Dodd, who resides in council district six, to the King County children and youth advisory board.

Sponsors: Balducci

On 8/19/2025, the Metropolitan King County Council Introduced and Referred to Health, Housing, and Human Services Committee.

On 12/2/2025, the Health, Housing, and Human Services Committee Recommended Do Pass Consent.



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22. [Proposed Motion No. 2025-0254](#)

Pg. 335

A MOTION confirming the executive's appointment of Jeni Johnson, who resides in council district eight, to the King County mental illness and drug dependency advisory committee, as a representative of unincorporated King County.

Sponsors: Mosqueda

On 9/9/2025, the Metropolitan King County Council Introduced and Referred to Health, Housing, and Human Services Committee.

On 12/2/2025, the Health, Housing, and Human Services Committee Recommended Do Pass Consent.

23. [Proposed Motion No. 2025-0334](#)

Pg. 339

A MOTION confirming the executive's appointment of Heidi Jackson, who resides in council district eight, to the King County community advisory committee on law enforcement oversight, representing unincorporated King County.

Sponsors: Mosqueda

On 10/28/2025, the Metropolitan King County Council Introduced and Referred to Law and Justice Committee.

On 12/3/2025, the Law and Justice Committee Recommended Do Pass Consent.

24. [Proposed Substitute Motion No. 2025-0354.2](#)

Pg. 343

A MOTION confirming the appointment of Corin Goodwin to the citizens' elections oversight committee as a representative from the disability community.

Sponsors: Perry

On 11/25/2025, the Metropolitan King County Council Introduced and Referred to Employment and Administration Committee.

On 12/2/2025, the Employment and Administration Committee Recommended Do Pass Substitute Consent.



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First Reading of and Action on Motions Without Referral to Committee

Councilmember Barón

25. [Proposed Motion No. 2025-0371](#)

Pg. 351

A MOTION appointing a candidate to fill the vacant position of County councilmember representing council district two, in accordance with Section 680.10 of the King County Charter and RCW 36.16.110(3).

Sponsors: Perry

SUBJECT TO A MOTION TO SUSPEND THE RULES TO TAKE ACTION WITHOUT REFERRAL TO COMMITTEE PURSUANT TO K.C.C. 1.24.085

26. [Proposed Motion No. 2025-0372](#)

Pg. 353

A MOTION relating to the organization of the council; and amending Motion 11122, Section G, as amended, and OR 2-040, and Motion 11122, Section H, as amended, and OR 2-050.

Sponsors: Perry

SUBJECT TO A MOTION TO SUSPEND THE RULES TO TAKE ACTION WITHOUT REFERRAL TO COMMITTEE PURSUANT TO K.C.C. 1.24.085

27. [Proposed Motion No. 2025-0374](#)

Pg. 358

A MOTION confirming the executive's appointment of the Honorable Mayor-Elect Katie Wilson, to the Sound Transit board of directors.

Sponsors: Perry

SUBJECT TO A MOTION TO SUSPEND THE RULES TO TAKE ACTION WITHOUT REFERRAL TO COMMITTEE PURSUANT TO K.C.C. 1.24.085

28. [Proposed Motion No. 2025-0375](#)

Pg. 360

A MOTION confirming the executive's appointment of the Honorable King County Executive Girmay Zahilay, to the Sound Transit board of directors

Sponsors: Perry

SUBJECT TO A MOTION TO SUSPEND THE RULES TO TAKE ACTION WITHOUT REFERRAL TO COMMITTEE PURSUANT TO K.C.C. 1.24.085



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29. [Proposed Motion No. 2025-0377](#)

Pg. 362

A MOTION confirming the executive's appointment of the Honorable Steffanie Fain, King County councilmember, to the Sound Transit board of directors.

Sponsors: Perry

SUBJECT TO A MOTION TO SUSPEND THE RULES TO TAKE ACTION WITHOUT REFERRAL TO COMMITTEE PURSUANT TO K.C.C. 1.24.085

30. [Proposed Motion No. 2025-0378](#)

Pg. 364

A MOTION confirming the executive's appointment of the Honorable Teresa Mosqueda, King County councilmember, to the Sound Transit board of directors.

Sponsors: Perry

SUBJECT TO A MOTION TO SUSPEND THE RULES TO TAKE ACTION WITHOUT REFERRAL TO COMMITTEE PURSUANT TO K.C.C. 1.24.085

31. [Proposed Motion No. 2025-0379](#)

Pg. 366

A MOTION confirming the executive's appointment of the Honorable Mayor Thomas McLeod, mayor, city of Tukwila to the Sound Transit board of directors.

Sponsors: Perry

SUBJECT TO A MOTION TO SUSPEND THE RULES TO TAKE ACTION WITHOUT REFERRAL TO COMMITTEE PURSUANT TO K.C.C. 1.24.085



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Reappointment Consent Agenda 32-36

Councilmember Barón

32. [Proposed Motion No. 2025-0279](#)

Pg. 368

A MOTION confirming the executive's reappointment of Bob Elwell, who resides in council district seven, to the King County waterworks grant ranking committee, as the metropolitan water pollution abatement advisory committee, city of Auburn representative.

Sponsors: von Reichbauer

33. [Proposed Motion No. 2025-0336](#)

Pg. 370

A MOTION confirming the executive's reappointment of Daniel Kim, who resides in council district seven, to the King County conservation futures advisory committee, as a council at-large representative.

Sponsors: von Reichbauer

34. [Proposed Motion No. 2025-0356](#)

Pg. 372

A MOTION confirming the executive's reappointment of Eileen Cody, who resides in council district eight, to the Harborview Medical Center board of trustees, as a council at-large representative.

Sponsors: Mosqueda

35. [Proposed Motion No. 2025-0373](#)

Pg. 374

A MOTION confirming the executive's reappointment of the honorable King County councilmember Peter von Reichbauer to the Sound Transit board of directors.

Sponsors: Perry

36. [Proposed Motion No. 2025-0376](#)

Pg. 377

A MOTION confirming the executive's reappointment of the Honorable Angela Birney, mayor, city of Redmond, CCC to the Sound Transit board of directors.

Sponsors: Perry



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First Reading and Referral of Ordinances

37. [Proposed Ordinance No. 2025-0286](#)

AN ORDINANCE authorizing the execution of a franchise agreement with HyperFiber of Washington, LLC, for use of certain King County road rights-of-way in unincorporated King County for the construction, operation, and maintenance of wireline telecommunications transmission facilities.

Sponsors: von Reichbauer

First Reading and Referral to the Government Accountability and Oversight Committee

38. [Proposed Ordinance No. 2025-0368](#)

AN ORDINANCE authorizing the vacation of a portion of 52nd Avenue South/Indiana Ave, V-2735; Petitioner: Whispering Woods Estates, LLC.

Sponsors: Perry

First Reading and Referral to the Hearing Examiner

First Reading and Referral of Motions

39. [Proposed Motion No. 2025-0228](#)

A MOTION confirming the executive's appointment of Crystal Goodwin, who resides in council district seven, to the King County board for developmental disabilities.

Sponsors: von Reichbauer

First Reading and Referral to the Health, Housing, and Human Services Committee

40. [Proposed Motion No. 2025-0318](#)

A MOTION confirming the executive's appointment of Cynthia Dampier, who resides in council district seven, to the King County solid waste advisory committee, as a citizen representative.

Sponsors: von Reichbauer

First Reading and Referral to the Transportation, Economy, and Environment Committee



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41. [Proposed Motion No. 2025-0337](#)

A MOTION confirming the executive's appointment of Carol Stripling, who resides in council district seven, to the King County veterans advisory board.

Sponsors: von Reichbauer

First Reading and Referral to the Health, Housing, and Human Services Committee

42. [Proposed Motion No. 2025-0362](#)

A MOTION acknowledging receipt of a report on the status of the language access plans required by Ordinance 18665, Section 6, in accordance with the 2025 Annual Budget Ordinance, Ordinance 19861, Section 17, Proviso P1.

Sponsors: von Reichbauer

First Reading and Referral to the Government Accountability and Oversight Committee

43. Reports on Special and Outside Committees**Other Business****Recognition Presented in the Community****44. Recognition of Korean Consul General Eujin Seo for her outstanding leadership**

Councilmember Fain and Councilmember von Reichbauer

Adjournment

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Meeting Minutes Metropolitan King County Council

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Reagan Dunn, Vice Chair of Regional Coordination;
Claudia Balducci, Rod Dembowski, Steffanie Fain,
Teresa Mosqueda, Pete von Reichbauer*

9:30 AM

Monday, December 1, 2025

**DRAFT MINUTES
SPECIAL MEETING
King County Elections
Rainier Conference Room
919 SW Grady Way, Renton, WA 98057**

1. **Call to Order**

The meeting was called to order at 9:35 a.m.

2. **Roll Call**

Present: 4 - Dembowski, Fain, Mosqueda and Perry

Excused: 4 - Balducci, Barón, Dunn and von Reichbauer

King County Legislative Delegation Meeting

Chair Perry and Executive Zahilay welcomed the Council and state legislators.

Executive Zahilay, Chair Perry, and Councilmembers Fain, Mosqueda, and Dembowski presented King County legislative priorities.

Legislators presented their 2026 priorities.

Adjournment

The meeting was adjourned at 10:34 a.m.

Approved this _____ day of _____.

Clerk's Signature



King County

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Meeting Minutes Metropolitan King County Council

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Reagan Dunn, Vice Chair of Regional Coordination;
Claudia Balducci, Rod Dembowski, Steffanie Fain,
Teresa Mosqueda, Pete von Reichbauer*

1:30 PM

Tuesday, December 2, 2025

Hybrid Meeting

DRAFT MINUTES

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1. Call to Order

The meeting was called to order at 1:31 p.m.

2. Roll Call

Present: 8 - Balducci, Barón, Dembowski, Dunn, Fain, Mosqueda, Perry and von Reichbauer

3. Flag Salute and Pledge of Allegiance

Councilmember Dunn led the flag salute and Pledge of Allegiance.

4. Approval of Minutes of November 25, 2025

Councilmember Dunn moved to approve the minutes of the November 25, 2025, meeting as presented. Seeing no objection, the Chair so ordered.

5. Additions to the Council Agenda

There were no additions.

Hearing and Second Reading of Ordinances from Standing Committees and Regional Committees, and of Ordinances related to Collective Bargaining

There will be one public hearing on Items 6-7

The following people spoke:

Carolyn Boatsman

Alex Tsimmerman

Leann Krainick

Local Services and Land Use

6. [Proposed Substitute Ordinance No. 2024-0408.2](#)

AN ORDINANCE related to critical area regulations; amending the King County Comprehensive Plan; and amending Ordinance 15053, Section 3, as amended, and K.C.C. 16.82.051, Ordinance 263, Article 2, Section 1, as amended, and K.C.C. 20.12.010, Ordinance 3692, Section 2, as amended, and K.C.C. 20.12.200, Ordinance 10511, Section 7, as amended, and K.C.C. 20.36.100, Ordinance 6949, Section 6, as amended, and K.C.C. 20.44.040, Ordinance 18626, Section 11, as amended, and K.C.C. 21A.06.039, Ordinance 15051, Section 7, as amended, and K.C.C. 21A.06.072C, Ordinance 10870, Section 70, as amended, and K.C.C. 21A.06.122, Ordinance 10870, Section 80, as amended, and K.C.C. 21A.06.200, Ordinance 11481, Section 1, and K.C.C. 21A.06.253C, Ordinance 15051, Section 24, and K.C.C. 21A.06.254, Ordinance 10870, Section 123, as amended, and K.C.C. 21A.06.415, Ordinance 15051, Section 41, and K.C.C. 21A.06.451, Ordinance 15051, Section 64, and K.C.C. 21A.06.578, Ordinance 15051, Section 107, and K.C.C. 21A.06.1331, Ordinance 10870, Section 176, as amended, and K.C.C. 21A.06.680, Ordinance 10870, Section 190, as amended, and K.C.C. 21A.06.750, Ordinance 10870, Section 243, as amended, and K.C.C. 21A.06.1015, Ordinance 10870, Section 288, as amended, and K.C.C. 21A.06.1240, Ordinance 10870, Section 314, as amended, and K.C.C. 21A.06.1370, Ordinance 10870, Section 323, and K.C.C. 21A.06.1391, Ordinance 10870, Section 321, and K.C.C. 21A.06.1405, Ordinance 10870, Section 448, as amended, and K.C.C. 21A.24.010, Ordinance 10870, Section 449, as amended, and K.C.C. 21A.24.020, Ordinance 15051, Section 137, as amended, and K.C.C. 21A.24.045, Ordinance 15051, Section 138, as amended, and K.C.C. 21A.24.051, Ordinance 15051, Section 140, as amended, and K.C.C. 21A.24.061, Ordinance 10870, Section 454, as amended, and K.C.C. 21A.24.070, Ordinance 10870, Section 456, as amended, and K.C.C. 21A.24.090, Ordinance 14187, Section 1, as amended, and K.C.C. 21A.24.500, Ordinance 10870, Section 457, as amended, and K.C.C. 21A.24.100, Ordinance 10870, Section 458, as amended, and K.C.C. 21A.24.110, Ordinance 15051, Section 149, as amended, and K.C.C. 21A.24.125, Ordinance 10870, Section 460, as amended, and K.C.C. 21A.24.130, Ordinance 15051, Section 151, as amended, and K.C.C. 21A.24.133, Ordinance 10870, Section 464, as amended, and K.C.C. 21A.24.170, Ordinance 10870, Section 465, as amended, and K.C.C. 21A.24.180, Ordinance 10870, Section 467, as amended, and K.C.C. 21A.24.200, Ordinance 11621, Section 75, as amended, and K.C.C. 21A.24.275, Ordinance 10870, Section 475, as amended, and K.C.C. 21A.24.280, Ordinance 10870, Section 478, as amended, and K.C.C. 21A.24.310, Ordinance 10870, Section 476, as amended, and K.C.C. 21A.24.290, Ordinance 15051, Section 158, and K.C.C. 21A.24.205, Ordinance 11481, Section 2, as amended, and K.C.C. 21A.24.311, Ordinance 15051, Section 173, as amended, and K.C.C. 21A.24.312, Ordinance 15051, Section 174, as amended, and K.C.C. 21A.24.313, Ordinance 15051, Section 179, as amended, and K.C.C. 21A.24.316, Ordinance 15051, Section 183, as amended, and K.C.C. 21A.24.318, Ordinance 15051, Section 185, as amended, and K.C.C. 21A.24.325, Ordinance 15051, Section 187, as amended, and K.C.C. 21A.24.335, Ordinance 10870, Section 481, as amended, and K.C.C. 21A.24.340, Ordinance 15051, Section 192, as amended, and K.C.C. 21A.24.355, Ordinance 15051, Section 193, as amended, and K.C.C. 21A.24.358,

Ordinance 15051, Section 195, as amended, and K.C.C. 21A.24.365, Ordinance 10870, Section 485, as amended, and K.C.C. 21A.24.380, Ordinance 15051, Section 198, as amended, and K.C.C. 21A.24.382, Ordinance 11621, Section 52, as amended, and K.C.C. 21A.24.385, Ordinance 11621, Section 53, as amended, and K.C.C. 21A.24.386, Ordinance 15051, Section 204, and K.C.C. 21A.24.388, Ordinance 16958, Section 31, as amended, and K.C.C. 21A.25.100, Ordinance 16985, Section 32, as amended, and K.C.C. 21A.25.110, Ordinance 3688, Section 415, as amended, and K.C.C. 21A.25.150, Ordinance 16985, Section 39, as amended, and K.C.C. 21A.25.160, Ordinance 3688, Section 414, as amended, and K.C.C. 21A.24.190, Ordinance 16985, Section 46, as amended, and K.C.C. 21A.25.210, Ordinance 11168, Section 3, as amended, and K.C.C. 21A.30.045, Ordinance 10870, Section 534, as amended, and K.C.C. 21A.30.060, Ordinance 15051, Section 228, and K.C.C. 21A.50.035, and Ordinance 17485, Section 50, adding new sections to K.C.C. chapter 21A.06, adding new sections to K.C.C. chapter 21A.24, recodifying K.C.C. 21A.06.578, K.C.C. 21A.06.1331, K.C.C. 21A.24.500, K.C.C. 21A.24.310, K.C.C. 21A.24.205, K.C.C. 21A.24.210, K.C.C. 21A.24.220, repealing Ordinance 15713, Section 2, as amended, and K.C.C. 2.36.080, Ordinance 15051, Section 67, and K.C.C. 21A.06.628, Ordinance 15051, Section 139, as amended, and K.C.C. 21A.24.055, Ordinance 17539, Section 47, as amended, and K.C.C. 21A.24.072, Ordinance 15051, Section 152, as amended, and K.C.C. 21A.24.137, Ordinance 10870, Section 461, as amended, and K.C.C. 21A.24.140, Ordinance 11481, Sections 3 and 5, as amended, and K.C.C. 21A.24.314, Ordinance 15051, Section 189, as amended, and K.C.C. 21A.24.342, Ordinance 15051, Section 234, as amended, and K.C.C. 21A.24.550, Ordinance 19820, Section 15, and Ordinance 19820, Section 16, and establishing effective dates.

Sponsors: Perry

The enacted number is 20024.

Jenny Ngo, Council Staff, briefed the Council and answered questions.

Jim Chan, Division Director-Permitting, Department of Local Services, answered questions and made remarks.

Councilmember Barón moved Striking Amendment S1. The motion carried.

Councilmember Barón moved Title Amendment T1. The motion carried.

A Public Hearing was held and closed. A motion was made by Councilmember Dunn that this Ordinance be Passed as Amended. The motion carried by the following vote:

Yes: 7 - Balducci, Barón, Dembowski, Fain, Mosqueda, Perry, and von Reichbauer

Excused: 1 - Dunn

Motions, from Standing Committees and Regional Committees and Motions related to Collective Bargaining, for Council Action

7. [Proposed Motion No. 2025-0349](#)

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

Sponsors: Balducci

The enacted number is 16908.

Councilmember Dunn made a motion to relieve the Committee of the Whole of further consideration pursuant to K.C.C. 1.24.125. The motion carried.

A Public Hearing was held and closed. A motion was made by Councilmember Barón that this Motion be Passed. The motion carried by the following vote:

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

First Reading and Referral of Ordinances

8. [Proposed Ordinance No. 2025-0353](#)

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 representing employees in the departments of adult and juvenile detention, district court, and natural resources and parks; and establishing the effective date of the agreements.

Sponsors: Perry

This matter had its first reading and was referred to the Metropolitan King County Council.

9. [Proposed Ordinance No. 2025-0359](#)

AN ORDINANCE authorizing the execution of a new lease at an existing location to support the operation of public health - Seattle & King County.

Sponsors: Dembowski

This matter had its first reading and was referred to the Budget and Fiscal Management Committee.

10. [Proposed Ordinance No. 2025-0361](#)

AN ORDINANCE authorizing the execution of an amended and restated lease to support the operation of public health - Seattle & King County.

Sponsors: Dembowski

This matter had its first reading and was referred to the Budget and Fiscal Management Committee.

11. [Proposed Ordinance No. 2025-0367](#)

AN ORDINANCE authorizing the King County executive to execute an interlocal agreement with the city of North Bend to provide contract municipal police services by the King County sheriff's office.

Sponsors: Barón

This matter had its first reading and was referred to the Law and Justice Committee.

First Reading and Referral of Motions

12. [Proposed Motion No. 2025-0253](#)

A MOTION confirming the executive's appointment of Dae Degrate, who resides in council district nine, to the King County behavioral health advisory board.

Sponsors: Dunn

This matter had its first reading and was referred to the Health, Housing, and Human Services Committee.

13. [Proposed Motion No. 2025-0255](#)

A MOTION confirming the executive's appointment of Someireh Amirfaiz, who resides in council district nine, to the King County mental illness and drug dependency advisory committee, as a provider of culturally specific mental health services in King County.

Sponsors: Dunn

This matter had its first reading and was referred to the Health, Housing, and Human Services Committee.

14. [Proposed Motion No. 2025-0317](#)

A MOTION confirming the executive's appointment of Clare Semambo, who resides in council district nine, to the King County solid waste advisory committee, as a citizen representative.

Sponsors: Dunn

This matter was Introduced and Referred to the Transportation, Economy, and Environment Committee

15. [Proposed Motion No. 2025-0345](#)

A MOTION confirming the executive's appointment of Jeannie Anderson, who resides in council district nine, to the King County children and youth advisory board, as the city of Bellevue designee.

Sponsors: Dunn

This matter had its first reading and was referred to the Health, Housing, and Human Services Committee.

16. [Proposed Motion No. 2025-0347](#)

A MOTION confirming the executive's appointment of Traci Williams, who resides in council district nine, to the King County veterans advisory board.

Sponsors: Dunn

This matter had its first reading and was referred to the Health, Housing, and Human Services Committee.

17. [Proposed Motion No. 2025-0348](#)

A MOTION confirming the executive's appointment of Wesley King, who resides in council district nine, to the King County veterans advisory board.

Sponsors: Dunn

This matter had its first reading and was referred to the Health, Housing, and Human Services Committee.

18. [Proposed Motion No. 2025-0370](#)

A MOTION related to council adoption of the King County Auditor's Office Work Program 2026-27.

Sponsors: von Reichbauer

This matter had its first reading and was referred to the Government Accountability and Oversight Committee.

19. Reports on Special and Outside Committees

No reports were given.

Other Business**20. Letter regarding the Washington State Department of Health Trauma Services Assessment**

The Chair announced her intent to sign the letter regarding the Washington State Department of Health Trauma Service Assessment on behalf of the Council.

Councilmember Barón made a motion to authorize the Chair to sign the letter on behalf of the Council. The motion carried.

Adjournment

The meeting was adjourned at 2:12 p.m.

Approved this _____ day of _____

Clerk's Signature



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance

Proposed No. 2025-0291.1

Sponsors Dembowski

1 AN ORDINANCE relating to the county property tax
2 levies for collection in 2026, and implementing RCW
3 84.55.120.

4 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

5 SECTION 1. The council is under an obligation by charter to enact revenue
6 measures that support the budget appropriation ordinance by December 1, 2025, for the
7 2026 budget. This ordinance sets the amount of property tax to be collected for the
8 regular property tax levy, the transit levy, the road district levy, the conservation futures
9 levy, marine levy, and the county hospital levy. In accordance with RCW 84.55.120, the
10 council has given proper notice of this ordinance to the public.

11 SECTION 2. For collection of the property tax levies in 2026, the council hereby
12 authorizes property tax changes compared to the amounts authorized for collection in
13 2025 as follows:

Levy	Estimated Dollar Increase	% Increase	Estimated Total Levy
Regular Levy (includes new 2025 voter-approved AFIS levy under Ordinance 19884, and parks levy under Ordinance	\$73,206,893	7.50526%	\$1,048,614,131

19922)			
Regular - Transit	\$226,074	0.66198%	\$34,377,195
Road District	\$628,221	0.61489%	\$102,796,146
Conservation Futures	\$688,655	1.27551%	\$54,679,395
Marine	\$71,818	1.00000%	\$7,253,643
County Hospital	\$47,413,587	54.69920%	\$134,094,172

- 14 The 2026 estimated levies above are exclusive of increases resulting from new
15 construction, increases in value of state-assessed property, and estimated amounts
16 necessary to fund tax refunds.

17 SECTION 3. Upon enactment, the clerk is directed to forward this ordinance to
18 the assessor in accordance with RCW 84.52.070.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

APPROVED this ____ day of _____, ____.

Girmay Zahilay, County Executive

Attachments: None



King County

Metropolitan King County Council Budget and Fiscal Management Committee

STAFF REPORT

Agenda Item:	5 & 6	Name:	April Sanders
Proposed No.:	2025-0292 & 2025-0291	Date:	November 13, 2025

SUBJECT

Proposed Ordinance 2025-0292 would fulfill RCW 84.52.070, which requires the county legislative authority to annually certify to the county assessor the amount of property taxes levied for the county and all taxing districts within the county, except cities having a population of 300,000 or more, for the following year.

Proposed Ordinance 2025-0291, also known as the “Sunshine Ordinance,” would declare property tax levy increases for 2026, as required by state law.

SUMMARY

Proposed Ordinance 2025-0292 Background and Summary. RCW 84.52.020 requires the taxing districts to submit to the county legislative authority the amount of property tax that will be collected by that taxing district for the following year by November 30th of each year. The Department of Assessments compiles the submitted levy amounts for all the required taxing districts, and those values are submitted to the Council to be included in the property tax levy certification ordinance.

Each year the property tax levy certification proposed ordinance is transmitted by the Executive with blanks in place of the levy amounts. The proposed ordinance is usually transmitted in September along with the proposed biennial budget during budget years. During non-budget years, the proposed ordinance is typically transmitted along with the mid-biennial supplemental budget legislation. The proposed ordinance includes blanks in place of levy amounts since the proposed ordinance is transmitted before levy amounts are not received from the taxing districts.

Identical Ordinance for January. Along with this proposed ordinance, the Executive transmitted Proposed Ordinance 2025-0295, which is an identical ordinance that also contains blanks in place of levy amounts. The purpose of the second ordinance is to amend any levy amounts that may need correction after further due diligence by the Department of Assessments. This ordinance is typically taken up at the Budget and

Fiscal Management Committee or, if the committee is relieved, at Full Council in January of each year.

November 30th Requirement. RCW 84.52.020 requires taxing districts to submit their levy amounts to the county legislative authority for certification by November 30th of each year. Due to this requirement, the Council has usually acted on the proposed property tax levy certification ordinance in December (and January to update the levy amounts) since certain taxing districts do not submit their levy amounts until November 30th. However, RCW 84.52.070 also requires the county legislative authority to certify the levy amounts to the county assessor by November 30th of each year. In addition, RCW 84.52.070 (3) states that if the levy amount is not certified to the county assessor by November 30th, the county assessor may use no more than the certified levy amount for the previous year for the taxing district.

Legal counsel is aware of this November 30th requirements and has no issue with the county taking action on the property tax levy certification proposed ordinance after November 30th. Moreover, to date, the State of Washington Department of Revenue has not raised this as an issue and the county assessor has not applied RCW 84.52.070 (3) and has always used the updated levy amounts for the following year for levy collection purposes.

Proposed Ordinance 2025-0291 Background and Summary. State law requires taxing districts to adopt an ordinance if a taxing district wishes to increase its levies from the prior year.¹ Such an ordinance, which is often referred to as the “Sunshine Ordinance,” would need to specifically authorize the increase in terms of dollar amount and percentage.

King County is subject to the levy limit that restricts taxing districts from levying more than a 1% increase in the regular, non-voted levy in any given year. State law limits taxing districts with a population of 10,000 or more to the lesser 1% or the rate of inflation, as measured by the U.S. Implicit Price Deflator (IPD).² The levy limit does not include new construction, annexations, and voter-approved excess levies and therefore the actual revenue increase could be greater than 1%. Of note, if the implicit price deflator is less than 1%, a taxing district may issue a declaration of substantial need by ordinance to increase its levy by 1%.³

Proposed Ordinance 2025-0291 would declare the dollar amount and percentage increase of 1% for regular non-voted levies for 2026, which is less than the current rate of inflation⁴. The percentage increase for the “Regular Levy” listed in the proposed ordinance is proposed to be 7.51%. This increase is due to the inclusion of the AFIS Levy (Ordinance 19884) and Parks Levy (Ordinance 19922).

¹ RCW 84.55.120.

² RCW 84.55.005.

³ RCW 84.55.0101

⁴ The IPD inflation rate is 1.024%.

It should be noted that the “Regular Levy” includes the following non-voted levies:

- General Fund;
 - Current expense;
 - Developmental Disabilities/Mental Health; and
 - Veterans Aid,

and the following voter-approved excess levies (levy lid lifts):

- Automated Fingerprint Identification System (AFIS);
- Veterans, Seniors, and Human Services (VSHSL);
- Parks, Recreation, Trails, and Open Space;
- Crisis Care Centers; and
- Best Starts for Kids (BSK).

Proposed Ordinance 2025-0291 would also declare the dollar amount and percentage increase for the following state authorized property tax levies:

- Transit
- Road District
- Conservation Futures (CFT)
- Marine
- County Hospital

AMENDMENTS AT FULL COUNCIL

Proposed Ordinance 2024-0292. This proposed ordinance will need to be amended at Full Council in December to replace the blanks with the submitted levy amounts from the taxing districts and county levy amounts as compiled by the Department of Assessments.

Proposed Ordinance 2025-0291. The proposed ordinance may need to be amended at Full Council in December to update levy amounts with updated levy forecasts provided by OEFA.

ATTACHMENTS

1. Proposed Ordinance 2025-0292
 - a. Transmittal Letter
 - b. Fiscal Note
2. Proposed Ordinance 2025-0291
 - a. Transmittal Letter
 - b. Fiscal Note



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance

Proposed No. 2025-0292.1

Sponsors Dembowski

1 AN ORDINANCE relating to the 2025 levy of property
2 taxes in King County for collection in the year 2026.

3 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

4 SECTION 1. The county assessor of King County has certified to the
5 metropolitan King County council that the assessed valuation of the County of King as
6 finally equalized amounts to \$.

7 SECTION 2. The King County council imposes the levies necessary to fund
8 estimated expenditures for the year 2026 as listed in this section. These amounts do not
9 include the total of estimated revenues from sources other than taxation, including
10 available surplus and such expenditures as are to be net from bond warrant issues. In
11 accordance with state law, the King County assessor calculated a sum for property taxes
12 available to the county related to new construction, improvements to property, refunds,
13 and any increase in the assessed value of state assessed property. In calculating the
14 amount of regular property tax moneys needed, the council was cognizant of these sums,
15 and they are therefore included in the following levy totals.

16	<u>FUND</u>	<u>TAX</u>
17	COUNTY	
18	CURRENT EXPENSE	\$
19	HUMAN SERVICES FUND/MENTAL HEALTH	\$
20	VETERANS' AID	\$

21	VETERANS, SENIORS AND HUMAN SERVICES	\$
22	PARKS	\$
23	AFIS	\$
24	BEST STARTS FOR KIDS	\$
25	CRISIS CARE CENTERS	\$
26	UNLIMITED G.O. BONDS	\$
27	CONSERVATION FUTURES	\$
28	EMERGENCY MEDICAL SERVICES	\$
29	TRANSIT	\$
30	MARINE	\$
31	COUNTY HOSPITAL	\$
32	TOTAL COUNTY	\$

33 SECTION 3. A. The King County council imposes the levy necessary to fund
34 estimated expenditures for the year 2026 as listed in this section. This amount does not
35 include the total of estimated revenues from sources other than taxation, including
36 available surplus and such expenditures as are to be net from bond warrant issues. In
37 accordance with state law, the King County assessor calculated a sum for property taxes
38 available to the county related to new construction, improvements to property, refunds,
39 and any increase in the assessed value of state assessed property. In calculating the
40 amount of regular property tax moneys needed, the council was cognizant of these sums,
41 and they are therefore included in the following levy totals.

42	<u>FUND</u>	<u>TAX</u>
43	UNINCORPORATED COUNTY – ROADS	\$

46 PORT DISTRICTS

48 CITIES AND TOWNS

50	AUBURN (King County portion only)	\$

54 BOTHELL (King County portion only) \$

58 COVINGTON \$

61 ENUMCLAW \$

63 HUNTS POINT \$

65 KENMORE \$

66 KENT \$

67	KIRKLAND	\$
68	LAKE FOREST PARK	\$
69	MAPLE VALLEY	\$
70	MEDINA	\$
71	MERCER ISLAND	\$
72	MILTON (KC portion only)	\$
73	NEWCASTLE	\$
74	NORMANDY PARK	\$
75	NORTH BEND	\$
76	PACIFIC (King County portion only)	\$
77	REDMOND	\$
78	RENTON	\$
79	SAMMAMISH	\$
80	SEATAC	\$
81	SHORELINE	\$
82	SKYKOMISH	\$
83	SNOQUALMIE	\$
84	TUKWILA	\$
85	WOODINVILLE	\$
86	YARROW POINT	\$
87	TOTAL CITIES AND TOWNS	\$
88	FIRE DISTRICTS	
89	2	\$

Ordinance

90	4	\$
91	10	\$
92	11	\$
93	13	\$
94	16	\$
95	20	\$
96	22 (King County portion only)	\$
97	24	\$
98	27	\$
99	28	\$
100	31	\$
101	34	\$
102	36	\$
103	38	\$
104	39	\$
105	40	\$
106	41	\$
107	43	\$
108	44	\$
109	45	\$
110	47	\$
111	49 (King County portion only)	\$
112	50	\$

113	61 (King County portion only)	\$
114	62	\$
115	63	\$
116	TOTAL FIRE DISTRICTS	\$
117	OTHER DISTRICTS	
118	CEMETERY DISTRICT NO. 1	\$
119	SEATTLE METROPOLITAN PARKS DISTRICT	\$
120	DES MOINES METROPOLITAN PARK DISTRICT	\$
121	FALL CITY METROPOLITAN PARK DISTRICT	\$
122	HOSPITAL DISTRICT NO. 1	\$
123	HOSPITAL DISTRICT NO. 2	\$
124	HOSPITAL DISTRICT NO. 4	\$
125	HOSPITAL DISTRICT NO. 5	\$
126	KING COUNTY FLOOD CONTROL ZONE DISTRICT	\$
127	NORMANDY PARK METROPOLITAN PARK DISTRICT	\$
128	NORTHSHORE PARKS & REC (King County portion only)	\$
129	PIERCE COUNTY LIBRARY (King County portion only)	\$
130	SI VIEW METROPOLITAN PARK DISTRICT	\$
131	RURAL LIBRARY (King County portion only)	\$
132	TUKWILA METROPOLITAN PARKS DISTRICT	\$
133	VASHON MAURY PARKS	\$
134	SOUND TRANSIT 3 (King County portion only)	\$
135	TOTAL OTHER DISTRICTS	\$

136	SCHOOL DISTRICTS	
137	001 – SEATTLE	\$
138	210 - FEDERAL WAY	\$
139	216 - ENUMCLAW	\$
140	400 - MERCER ISLAND	\$
141	401 - HIGHLINE	\$
142	402 - VASHON	\$
143	403 - RENTON	\$
144	404 - SKYKOMISH	\$
145	405 - BELLEVUE	\$
146	406 – TUKWILA	\$
147	407 - RIVERVIEW	\$
148	408 - AUBURN (King County portion only)	\$
149	409 - TAHOMA	\$
150	410 - SNOQUALMIE VALLEY	\$
151	411 - ISSAQUAH	\$
152	412 - SHORELINE	\$
153	414 -LAKE WASHINGTON	\$
154	415 - KENT	\$
155	417 - NORTSHORE (King County portion only)	\$

156	888 -FIFE (King County portion only)	\$
157	TOTAL SCHOOL DISTRICTS	\$
158	GRAND TOTAL	\$

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

APPROVED this ____ day of _____, ____.

Girmay Zahilay, County Executive

Attachments: None



King County

Metropolitan King County Council Budget and Fiscal Management Committee

STAFF REPORT

Agenda Item:	5 & 6	Name:	April Sanders
Proposed No.:	2025-0292 & 2025-0291	Date:	November 13, 2025

SUBJECT

Proposed Ordinance 2025-0292 would fulfill RCW 84.52.070, which requires the county legislative authority to annually certify to the county assessor the amount of property taxes levied for the county and all taxing districts within the county, except cities having a population of 300,000 or more, for the following year.

Proposed Ordinance 2025-0291, also known as the “Sunshine Ordinance,” would declare property tax levy increases for 2026, as required by state law.

SUMMARY

Proposed Ordinance 2025-0292 Background and Summary. RCW 84.52.020 requires the taxing districts to submit to the county legislative authority the amount of property tax that will be collected by that taxing district for the following year by November 30th of each year. The Department of Assessments compiles the submitted levy amounts for all the required taxing districts, and those values are submitted to the Council to be included in the property tax levy certification ordinance.

Each year the property tax levy certification proposed ordinance is transmitted by the Executive with blanks in place of the levy amounts. The proposed ordinance is usually transmitted in September along with the proposed biennial budget during budget years. During non-budget years, the proposed ordinance is typically transmitted along with the mid-biennial supplemental budget legislation. The proposed ordinance includes blanks in place of levy amounts since the proposed ordinance is transmitted before levy amounts are not received from the taxing districts.

Identical Ordinance for January. Along with this proposed ordinance, the Executive transmitted Proposed Ordinance 2025-0295, which is an identical ordinance that also contains blanks in place of levy amounts. The purpose of the second ordinance is to amend any levy amounts that may need correction after further due diligence by the Department of Assessments. This ordinance is typically taken up at the Budget and

Fiscal Management Committee or, if the committee is relieved, at Full Council in January of each year.

November 30th Requirement. RCW 84.52.020 requires taxing districts to submit their levy amounts to the county legislative authority for certification by November 30th of each year. Due to this requirement, the Council has usually acted on the proposed property tax levy certification ordinance in December (and January to update the levy amounts) since certain taxing districts do not submit their levy amounts until November 30th. However, RCW 84.52.070 also requires the county legislative authority to certify the levy amounts to the county assessor by November 30th of each year. In addition, RCW 84.52.070 (3) states that if the levy amount is not certified to the county assessor by November 30th, the county assessor may use no more than the certified levy amount for the previous year for the taxing district.

Legal counsel is aware of this November 30th requirements and has no issue with the county taking action on the property tax levy certification proposed ordinance after November 30th. Moreover, to date, the State of Washington Department of Revenue has not raised this as an issue and the county assessor has not applied RCW 84.52.070 (3) and has always used the updated levy amounts for the following year for levy collection purposes.

Proposed Ordinance 2025-0291 Background and Summary. State law requires taxing districts to adopt an ordinance if a taxing district wishes to increase its levies from the prior year.¹ Such an ordinance, which is often referred to as the “Sunshine Ordinance,” would need to specifically authorize the increase in terms of dollar amount and percentage.

King County is subject to the levy limit that restricts taxing districts from levying more than a 1% increase in the regular, non-voted levy in any given year. State law limits taxing districts with a population of 10,000 or more to the lesser 1% or the rate of inflation, as measured by the U.S. Implicit Price Deflator (IPD).² The levy limit does not include new construction, annexations, and voter-approved excess levies and therefore the actual revenue increase could be greater than 1%. Of note, if the implicit price deflator is less than 1%, a taxing district may issue a declaration of substantial need by ordinance to increase its levy by 1%.³

Proposed Ordinance 2025-0291 would declare the dollar amount and percentage increase of 1% for regular non-voted levies for 2026, which is less than the current rate of inflation⁴. The percentage increase for the “Regular Levy” listed in the proposed ordinance is proposed to be 7.51%. This increase is due to the inclusion of the AFIS Levy (Ordinance 19884) and Parks Levy (Ordinance 19922).

¹ RCW 84.55.120.

² RCW 84.55.005.

³ RCW 84.55.0101

⁴ The IPD inflation rate is 1.024%.

It should be noted that the “Regular Levy” includes the following non-voted levies:

- General Fund;
 - Current expense;
 - Developmental Disabilities/Mental Health; and
 - Veterans Aid,

and the following voter-approved excess levies (levy lid lifts):

- Automated Fingerprint Identification System (AFIS);
- Veterans, Seniors, and Human Services (VSHSL);
- Parks, Recreation, Trails, and Open Space;
- Crisis Care Centers; and
- Best Starts for Kids (BSK).

Proposed Ordinance 2025-0291 would also declare the dollar amount and percentage increase for the following state authorized property tax levies:

- Transit
- Road District
- Conservation Futures (CFT)
- Marine
- County Hospital

AMENDMENTS AT FULL COUNCIL

Proposed Ordinance 2024-0292. This proposed ordinance will need to be amended at Full Council in December to replace the blanks with the submitted levy amounts from the taxing districts and county levy amounts as compiled by the Department of Assessments.

Proposed Ordinance 2025-0291. The proposed ordinance may need to be amended at Full Council in December to update levy amounts with updated levy forecasts provided by OEFA.

ATTACHMENTS

1. Proposed Ordinance 2025-0292
 - a. Transmittal Letter
 - b. Fiscal Note
2. Proposed Ordinance 2025-0291
 - a. Transmittal Letter
 - b. Fiscal Note



Signature Report

Ordinance

Proposed No. 2025-0353.1

Sponsors Perry

1 AN ORDINANCE approving and adopting the Coalition
2 Labor Agreement negotiated by and between King County
3 and the King County Coalition of Unions representing
4 employees in the departments of representing employees in
5 the departments of adult and juvenile detention, district
6 court, and natural resources and parks; and establishing the
7 effective date of the agreements.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. The Coalition Labor Agreement negotiated by and between King
10 County and the King County Coalition of Unions representing employees in the
11 departments of adult and juvenile detention, district court, and natural resources and
12 parks, which is Attachment A to this ordinance, is hereby approved and adopted by this
13 reference made a part hereof.

14 Appended to the Coalition Labor Agreement are the following supplemental
15 agreements:

16 A. Coalition Labor Agreement (CLA) - Appendix for 080 Agreement between
17 King County and Washington State Council of County and City Employees, Council 2,
18 Local 21AD - Department of Adult & Juvenile Detention [080];

- 19 B. Coalition Labor Agreement (CLA) - Appendix for 090 Agreement between
20 King County and Washington State Council of County and City Employees, Council 2,
21 Local 21DC - District Court (Wages Only) [090]; and
22 C. Coalition Labor Agreement (CLA) - Appendix for 459 Agreement between
23 King County and Technical Employees' Association, Staff – Wastewater Treatment
24 Division, Department of Natural Resources and Parks [459].

25 SECTION 2. Terms and conditions of the agreements shall be effective from
26 January 1, 2026, through and including December 31, 2028.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

APPROVED this ____ day of _____, ____.

Girmay Zahilay, County Executive

Attachments: A. King County and King County Coalition of Unions Coalition Labor Agreement -
Includes Appendices 080CLA0225, 090CLA0225, 456CLA0225

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

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IMPLEMENTATION OF RETROACTIVE INCREASES

MEMORANDUM OF AGREEMENT: BILINGUAL PAY PREMIUM IMPLEMENTATION
AGREEMENT

Appendix for 080: Washington State Council of County and City Employees, Council 2, Local
21AD - Department of Adult & Juvenile Detention

Appendix for 090: Washington State Council of County and City Employees, Council 2, Local
21DC - District Court (Wages Only)

Appendix for 459: Agreement Between King County and Technical Employees' Association,
Staff – Wastewater Treatment Division, Department of Natural Resources and Parks

**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

4.1. 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.

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

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

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 the time 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 receipt of the completed reclassification request form at Compensation and Classification Services in the Department of	The step of the pay range which is closest to and not less than the step that the employee received before the reclassification.

	Human Resources.	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	The employee must use accrued executive leave while in the special duty

	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.	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

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.

(3C) 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.

B2. 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 Sheriff'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 ratified their appendix and executed a fully signed appendix 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 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

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

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
288	0.11160	29.01600	8.928
300	0.11540	30.00400	9.232

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

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

Date

For The King County Coalition of Unions:

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

Date

For The King County Coalition of Unions:

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

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.

Coalition Labor Agreement

January 1, 2026 to December 31, 2028

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.

5. 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

6. 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:

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 October 31, 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 October 31, 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, 2025, and are currently negotiating a successor agreement. 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 successor agreement. 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

Date

Michael Gonzales
Coalition Co-chair

Date

For King County:

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

Date

	Coalition Labor Agreement (CLA) - Appendix for [080]	
	Agreement Between King County	
	And	
	Washington State Council of County and City Employees, Council 2, Local 21AD	
	Department of Adult & Juvenile Detention (D2)	
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ARTICLE 1: POLICY AND PURPOSE

Section 1.1. Policy. These Articles, together with the Coalition Labor Agreement (CLA) constitute an Agreement, the terms of which have been negotiated in good faith between King County (the County) and the Washington State Council of County and City Employees, Council 2, Local 21AD (the Union). This Agreement shall be subject to approval by ordinance by the Metropolitan King County Council (the Council) of King County Washington. If the parties discover a clerical oversight or a misunderstanding arises due to the Coalition Labor Agreement, the parties agree to first meet and discuss the issue prior to filing any grievances or complaints.

Section 1.2. Purpose. The intent and purpose of this Agreement is to promote the continued improvement of the relationship between King County and its employees represented by the Union, and to set forth the negotiated wages, hours, and working conditions of such employees in this bargaining unit, in addition to the provisions bargained in the CLA. The CLA shall apply to the individual bargaining unit's employees as follows:

A. All CLA superseding and non-superseding provisions, unless otherwise noted in this Appendix or in the CLA.

Section 1.3. Equal Employment Opportunity Grievances. Alleged violations of Coalition Labor Agreement (CLA) Article 39 Equal Employment Opportunity may be the subject of a grievance filed up to and including Step 3 of the grievance procedure set forth in Article 26 of CLA. Under no circumstances shall grievances alleging a violation of this provision be subject to the arbitration clause of Article 26 of the CLA.

ARTICLE 2: SECURITY OF THE PARTIES

Section 2.1. Membership. The County recognizes the Union as the exclusive bargaining representative for all regular full-time and regular part-time bargaining unit members of the Court Services and Inmate Management Services sections within the Department of Adult and Juvenile Detention whose classifications are listed in Article 11, Wages.

Section 2.2. Temporary Employees. Temporary employees shall be defined as per King County Code, as amended. Temporary employees are supplementary to the regular work force and shall not be used to supplant regular employees or undermine the integrity of the master schedule.

Section 2.3. Employment Lists. The County will transmit to the Union a current listing of all employees in the bargaining unit within thirty (30) calendar days of request for same but not to exceed twice per calendar year. Such list shall include the name of the employee, classification, department, salary, and date of hire.

Section 2.4. No Work Stoppages. The County and the Union agree that the public interest requires efficient and uninterrupted performance of all County services and, to this end, pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and, should same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employees in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

Section 2.5. Responsibility of the Union. Upon notification in writing by the County to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage, and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Union shall publicly order such member to cease engaging in such a work stoppage.

Section 2.6. Penalties for Work Stoppage. Any employee who commits any act prohibited in this Article shall be considered absent without authorized leave and shall be considered to have resigned.

ARTICLE 3: EMPLOYEE RIGHTS

Section 3.1. File Review by Member. Any bargaining unit member shall have the right to examine their own departmental personnel files. Reasonable requests for copies of material contained in personnel files will be approved. The parties recognize that it may become necessary to charge for copies provided, beyond one copy of each document during any twelve (12)-month period, at the rate established by County Council ordinance.

Section 3.2. File Review by the Union. With written permission from the employee, the Union representatives shall have the right to examine the bargaining unit member's departmental personnel file.

Section 3.3. No Secret Files. There shall be no secret files on any bargaining unit member. Material placed into the employee's departmental personnel file relating to job performance or personal character shall be brought to their attention prior to placement in the file. The employee may request that their own documentation be attached to any related document placed in their personnel file.

Section 3.4. Letters of Corrective Counseling shall be retained in Internal Investigations Unit (IIU) files as required for records retention and documentation of notice.

Section 3.5. Personal Property Damage. Employees who unavoidably suffer a loss or damage to essential personal property, other than damage or loss to their vehicle or property contained in their vehicle, while on duty shall have same repaired or replaced at County expense, provided that such reimbursement shall not exceed three hundred (\$300) per incident. Paperwork necessary to process claims covered under this section will be processed by the County with due speed upon receipt of the claim from the employee.

Section 3.6. Classifications. The County will advise the Union in writing and in advance about the creation of any new or reclassified position within the bargaining unit. Such notification will include a list of duties and responsibilities, along with a statement about the desirable qualifications. The County and the Union will review and attempt to reach a mutual agreement in determination of inclusion or exclusion in the bargaining unit of any newly created or reclassified positions. Should the parties fail to reach a mutual agreement, the matter will be referred to the

Public Employment Relations Commission for unit clarification.

Section 3.7. Seniority. Where the term seniority is used in this Appendix, seniority shall be defined as length of service within a classification. An employee who leaves the bargaining unit shall retain their previously accrued seniority if they return within two (2) years from the date of departure from the bargaining unit. When a bargaining unit member is assigned to a temporary assignment (e.g. loan out, Special Duty, or Work Out of Classification) their seniority shall continue to accrue within their base classification in the bargaining unit.

In any case where total computation of seniority as above would result in a tie, the following criteria will be used to break the tie:

- 1st - total time in bargaining unit
- 2nd - total time in Department
- 3rd - total time with King County
- 4th - coin toss

Section 3.8. Probationary Period. Regular full-time and regular part-time new hires shall serve a 6 (six) calendar month probationary period. Regular full-time and regular part-time employees who are hired into a bargaining unit position from other Department of Adult and Juvenile Detention (DAJD) positions, or who transfer or who are promoted to a new bargaining unit position, shall serve a six (6) calendar month probationary period, which may be extended at the County's discretion for up to twelve months. If a probationary period is to be extended, written notice of the extension must be given to the employee and union representative and should be provided prior to the end of the probationary period. The probationary period is an extension of the hiring process. Probationary employees are at-will and termination during this period is not grievable.

ARTICLE 4: MANAGEMENT RIGHTS

Section 4.1. It is recognized that the County retains the right, except as otherwise provided in this Agreement, to manage the affairs of the County and to direct its work force. Such functions of the County include, but are not limited to:

a. recruit, examine, select, promote, transfer, evaluate and train employees of its choosing, and to determine the times and methods of such actions;

b. assign and direct the work; assign overtime, utilizing the procedures agreed to under the provision of Article 10; develop and modify classification specifications as well as assignment for the salary range for each classification and allocate positions to those classifications; determine the methods, materials and tools to accomplish the work; designate duty stations and assign employees to those duty stations;

c. reduce the work force due to lack of work, funding or other cause consistent with efficient management and procedures set forth in this Agreement; discipline, suspend, demote, or dismiss employees for just cause;

d. establish reasonable work rules; assign the hours of work and assign employees to shifts and days off in accordance with procedures set forth in the master schedule established by this Agreement. (Article 9. Section 9.1.); and

e. Discharge probationary employees during the term of their probation.

Section 4.2. All of the functions, rights, powers and authority of the County not specifically abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by the County.

ARTICLE 5: HOLIDAYS

Section 5.1. Holiday Observance and Pay.

A. Holiday Observance. All employees shall take holidays off (up to eight hours) using holiday leave if eligible on the day of observance, pursuant to CLA Article 10, unless their work schedule requires otherwise for continuity of services, as determined by the County. The day of observance shall be pursuant to CLA Article 10, except that employees assigned to a mission critical 24/7 work group shall observe New Year's Day, Juneteenth, Independence Day, Veteran's Day, and Christmas Day on the actual date, even when they fall on a Saturday or Sunday.

B. Work on Holiday. If an employee works on an observed holiday, they shall be paid at the rate of one-and-one-half (1.5) their base rate of pay for all regular hours worked, and the employee shall receive an additional eight (8) hours of pay at the straight-time rate, or eight (8) hours of leave to be added to their accrued vacation, at the employee's option.

C. Annually, no later than February 1, employees shall make a selection for how they want their holiday leave hours credited for the year (pay or leave) through the following January 31 when they work on a holiday. In the event the employee does not indicate a preference, the employee shall receive pay. Additionally, each employee shall have the right once annually, after February 1st, to change their selection one time.

D. Furlough on Holiday. If a holiday falls on an employee's furlough day, the employee shall be eligible for eight (8) hours of leave to be added to their accrued vacation bank, pursuant to CLA Article 10.

E. Leave added to the vacation bank under this Article will be subject to all of the same provisions as accrued vacation contained throughout this Agreement.

Section 5.2. Regular part-time employees shall receive pro-rated holiday benefits (pay and leave) in the same manner as outlined in this Agreement.

Section 5.3. When an employee's scheduled work day spans two (2) calendar days, the holiday shall be considered to have occurred (be observed) on the shift which begins on a holiday.

ARTICLE 6: VACATION USE AND SCHEDULING

Section 6.1. Increments of Use. Vacation may only be requested for use in one-quarter hour increments, at the discretion of the Department Director or Division Director.

Section 6.2. Vacation Scheduling.

A. Annual Bid. Vacation preference requests for the period beginning March 1st and ending with the final day of February of the following calendar year, must be received no later than the February 1st preceding the twelve (12) month period during which the vacation is being requested in order to receive scheduling preference. Vacation preference requests shall be granted based upon seniority within job classification, within each facility, provided that essential facility operations are properly staffed at all times. Employees shall be advised by March 1st regarding approval or disapproval of their requests.

B. Vacation requests received after February 1st shall be considered based on the date of request; in the event two or more leave requests are submitted on the same date, seniority within job classification within facility shall be the determining factor.

C. Vacation requests within seventy-two (72) hours of the start of the shift or during the shift shall be reviewed for approval on a case-by-case basis, and shall not be approved if the approval would result in mandatory overtime.

D. Employees who have pre-approved leave time and who subsequently transfer to another job classification within the bargaining unit, or whose schedule or facility changes, shall be allowed to retain that pre-approved vacation period regardless of their seniority within the shift, facility, or job class to which they transfer, provided that essential facility operations are properly staffed at all times.

E. Employees wishing to cancel vacation days must notify the department of the cancellation at least seventy-two (72) hours prior. Exceptions to the seventy-two (72) hour rule may be granted if cancelling scheduled vacation would prevent overtime, allow another employee to take leave, or prevent the employee from going into a no-pay status.

ARTICLE 7: MISCELLANEOUS

Section 7.1. Union Release Time. Authorized Union representatives shall be allowed up to ten (10) hours of release time collectively per month for resolving complaints, grievances, and other legitimate Union business with the County. The Union shall inform the County of the names of authorized representatives who may use the release time. Prior to using any of the above-designated time, employees will submit written requests to their supervisor for prior approval. The release of Union representatives as provided for in this section shall not be unreasonably denied. The Union shall provide the Department with as much notice as possible of the need for such leave. The Department shall determine the method of tracking the ten (10) hours per month, and may require that activities be recorded by the Union representative on a time sheet provided by the supervisor. Any excess usage over ten (10) hours in a one (1) month period shall be submitted as a Union Leave request and subtracted from the Union Leave Bank pursuant to Section 3. Time spent attending the monthly Labor-Management Meeting, or time spent in negotiations to bargain a successor bargaining agreement, shall not count toward the ten (10) hour allotment.

Section 7.2. Union Leave Bank. The Union will establish a union leave bank for Union representatives to access to perform authorized Union activities. This bank shall be established through the deduction of one (1) vacation hour annually by each employee in the bargaining unit, excluding probationary employees. The Union will notify Human Resources and Payroll when annual deductions are required. When the bank contains two hundred (200) hours or more, annual deductions will not occur until the bank has dropped below two hundred (200) hours.

The Union shall inform the County of the names of authorized representatives who may use the release time. The County will administer the leave bank account and will process and approve leave requests for Union Leave according to the same process and criteria used for vacation leave requests, provided that the Union president has notified the County that the employee is approved to use the Union Leave. Union representatives shall indicate their use of Union Leave time on absence request forms, and indicate start and end times of hours used. Participating Union representatives will not be required to use Union Leave to attend Labor/Management meetings, or to attend negotiations for a successor bargaining agreement where the parties have negotiated paid release

time. The Union retains sole discretion to determine which representatives have access to the Union Leave bank and which activities qualify for Union Leave use, but the payroll process for the use of Union Leave shall be determined by the County.

Section 7.3. Background Checks for Access to Criminal Justice Databases. The Department is an authorized participant in the ACCESS/WACIC system run by the Washington State Patrol and is required to conform to all established policies and procedures established by the Washington State Patrol as it relates to ACCESS/WACIC. As required, the Department shall conduct a background re-investigation every five years for all employees who use or work on the connection to these systems.

Section 7.4. Limited Duty. The County's "Transitional Duty for Employees with Temporary Medical Restrictions" Policy (PER 22-6-1-EP), as amended, shall apply to all employees.

ARTICLE 8. UNFAIR LABOR PRACTICE(S) RESOLUTION

The parties agree that thirty (30) calendar days prior to filing an Unfair Labor Practice (ULP) complaint with Public Employment Relations Commission (PERC), the complaining party will notify the other party, in writing, meet and make a good faith attempt to resolve the concerns unless the deadline for filing with PERC would otherwise pass or the complaining party is seeking a temporary restraining order as relief for the alleged ULP.

ARTICLE 9: ASSIGNMENTS AND HOURS OF WORK

Section 9.1. Master Schedule. The County may establish new work schedules (days of work, hours of work) and/or work locations. It is agreed that for each classification in the bargaining unit, the County and the Union shall meet and confer to discuss a master schedule(s) for all employees. Prior to implementing any large-scale changes to a master schedule, the County agrees to meet and discuss such with the Union. Any changes to a master schedule shall be posted for bid by the employees for a period of time to be determined by the parties, but not to exceed fourteen (14) calendar days. Upon completion of the bid process, employee assignments shall be posted, except in emergency situations, at least fourteen (14) calendar days prior to implementation. If schedules for a unit (Classification, Personal Recognizance Investigator Administrative Staff) have not been changed for a period of three (3) consecutive calendar years, then that unit's schedule shall be opened for a rebid.

Section 9.2. Bid Process. When a bargaining unit position becomes vacant or new positions are created, employees shall have the opportunity to bid, based on seniority, for the shift and days off of the position.

Section 9.3. Employees are allowed to request specific duty assignments; however, nothing in this Agreement shall preclude the County from making duty assignments based on the operational needs of the Department. All requests shall be considered and a determination shall be made based on the seniority of the employee, unless such request is in conflict with the identified and communicated operational needs of the Department.

Section 9.4. Work Week. The normal work week shall consist of five (5) consecutive days on and two (2) consecutive days off resulting in forty (40) hours of work for the week. The work week shall begin on Saturday at 12:00 a.m. (0000) and end on Friday at 11:59 p.m. (2359).

Section 9.5. Alternative Work Schedules. This Agreement does not preclude the implementation of alternative work schedules outside the master schedule. However, the County shall notify the Union prior to the implementation of such schedules to allow the Union an opportunity to meet with management to discuss the proposed changes. When an employee's regular work schedule is changed by the Department, or through an open bid process, the employee may

submit a request to adjust their assigned scheduled start and end times by up to sixty (60) minutes, also known as flextime. All requests for flextime must be preapproved.

Section 9.6. Meal Breaks.

A. An unpaid meal break of not less than thirty (30) minutes or more than one (1) hour shall be allowed approximately midway through each shift. The length of the bargaining unit's meal break at the time of the signing of this Agreement shall remain in effect unless conditions of the agency change and a change in working hours is required. If such does occur, the County agrees to meet with the Union to negotiate the terms of the change.

B. The work day of the Corrections Program Specialists and Personal Recognizance Investigators shall include a one-half (1/2) hour paid meal. During this paid meal the Corrections Program Specialists and Personal Recognizance Investigators shall be available for work.

Section 9.7. Relief Period. All bargaining unit members shall be allowed one (1) relief period during the first half of the shift and one (1) relief period during the second half of the shift. A relief period is fifteen (15) minutes. The County shall establish reasonable rules governing the taking of such relief period consistent with state law.

Section 9.8. Temporary Assignment. Nothing in this Article is meant to preclude temporary assignment or reassignment of an employee because of illness, vacation, emergency, training orientation, etc.

Section 9.9. Job Sharing. If two bargaining unit employees in the same job classification wish to share one full time position, they shall submit a request to the Facility Commander, via the chain of command, who shall transmit the request to the Department Director. The Department Director shall have discretion to approve or deny the request, and will respond to the requesting employees within sixty (60) calendar days, unless otherwise agreed by the parties. Employees who share one (1) full-time position shall receive pro-rata benefits, on the basis of the hours worked, except for medical, dental and insurance benefits which shall be granted on the same basis as other part-time County employees. In the event that one (1) of the job-sharing employees terminates employment, voluntarily or involuntarily, the job-sharing arrangement shall cease and the remaining employee shall revert back to full time.

ARTICLE 10: OVERTIME AND CALLBACK

Section 10.1. Overtime.

A. Overtime Definition. Overtime is that work outside an employee's normal work shift which is directed by management. The parties acknowledge that it is the Department's policy to minimize the use of overtime and, further, that nothing in this Agreement shall be construed as a guarantee of overtime. Eligibility to work overtime shall be determined by the Department.

B. Employees shall be paid at the rate of time-and-one-half (1-1/2) the employee's hourly rate for all hours paid (with the exception of sick leave hours which shall not be counted toward overtime eligibility) in excess of forty (40) hours in the work week. When a bargaining unit member works overtime, compensation for such shall be at one and one-half (1-1/2) times the employee's hourly rate as defined by the Fair Labor Standards Act.

C. No overtime shall be worked, unless the employee has received prior approval from his/her supervisor to work the necessary overtime hours.

D. If an emergency necessitates a bargaining unit member to receive telephone calls at home, and such calls do not result in a need to return to work, the calls shall be logged (with respect to time and issue) and the employee receiving such calls shall be paid either straight time or overtime, as applicable.

E. Overtime and extra hour scheduling will be a proper topic for discussion at a Unit or Department Labor-Management meeting and procedures adopted shall be posted in each work area where they are applicable. Such scheduling shall be done in accordance with the provisions of Addendum A to this Agreement.

F. Overtime will be on a voluntary basis except when mandatory overtime may be required by the department pursuant to Addendum A, Section A.5.

Section 10.2. Court Appearances. Bargaining unit members who are required to "stand by" for court appearances shall be compensated at a rate of fifty percent (50%) of their normal straight time hourly rate for all hours they are on standby status on their regularly scheduled time off. Once notified that the employee must report to court, the standby pay shall cease and the provisions as outlined in Section 2 above shall apply. If the employee is not required to appear in court, a minimum of four (4) hours shall be paid at the standby rate.

Section 10.3. In lieu of overtime pay, an employee may request compensatory time off at the rate of time and one half for each hour of overtime that was worked. The earning and use of compensatory time shall be subject to the following provisions:

A. Employees may accrue (earn) a maximum of eighty (80) hours of compensatory time each calendar year. Employees who have reached the annual maximum of eighty (80) hours of compensatory time must take overtime compensation in pay.

B. Compensatory time must be used during the calendar year in which it is accrued unless it is not feasible due to work demands. The employee may then request, and the department director may approve, the carryover of a maximum of 40 hours of accrued compensatory time. Compensatory time that is not approved for carryover will be cashed out for each calendar year in the pay period that includes December 31st. Compensatory hours that have been carried over must be used within the first quarter of the new calendar year, or will be cashed out in the pay period that includes March 31.

C. Compensatory time may only be requested for use in one-quarter (1/4) hour increments.

D. Requests to use compensatory time shall be made at least seventy-two (72) hours prior to the time being requested. Any requests within seventy-two (72) hours of the start of the shift shall be reviewed for approval on a case-by-case basis, but shall not be approved if it results in mandatory overtime for another employee.

E. When an employee requests to use accrued comp time, comp time will be equivalent to vacation leave. It will be scheduled and used like vacation time, and the same operational and staffing considerations will apply.

F. Employees agree that it would be an undue hardship to request to use compensatory time during a period the unit is below minimum staffing levels and their absence must be covered through calling-in another employee on overtime. In those circumstances where regular staffing is equal to one (1) person per shift (*i.e.*, minimum staffing), this scheduling restriction shall not apply.

ARTICLE 11: WAGES

Section 11.1. Wages. The following list is a complete listing of classifications and pay ranges which may be covered by this Agreement, pursuant to Article 2, Section 2.1:

cba Code: 080

Union Code(s): D2

Job Class Code	PeopleSoft Job Code	Classification Title	Range
4200100	421106	Administrative Office Assistant	30
4201100	421206	Administrative Specialist I	35
4201200	421310	Administrative Specialist II	39
4201300	421410	Administrative Specialist III	43
5211100	521201	Corrections Program Specialist	58
6215100	623201	Personal Recognizance Investigator	56
5242200	524212	Volunteer Coordinator	56
Pay ranges shall be equivalent to those listed on the King County Squared Table.			

Section 11.2. Step Increases. Employees shall receive within-range increases from one (1) step to the next higher step, upon successful completion of the probationary period and annually thereafter as provided below.

A. Upon successful completion of the probation period an employee's salary shall be advanced one step, if the employee's initial salary is at Step 1 or 2. An increase beyond Step 2 upon successful completion of the probationary period is permissive, and may be given at the discretion of the appointing authority.

b. Annual Step Incentive Increases shall be effective the first of January each calendar year, except that the next step increase skips a January 1 when the first step increase is between October 1 and December 31, inclusive.

Section 11.3. Employees assigned in writing (including by electronic mail) by their supervisor or administrator to perform training duties will be paid at a rate which is five percent (5%)

higher than their regular rate of pay for all hours worked in those capacities.

Section 11.4. All Temporary staff will be paid at the first step of the salary schedule of the classification whose duties they are hired to perform.

Section 11.5. Employees who translate a language in the workplace identified by management as a language for which translation activity is necessary will be paid five hundred dollars (\$500.00) per year. The stipend shall be paid to eligible employees per pay period on a pro-rated basis. Eligible employees shall be required to pass a language proficiency test administered by the County.

ARTICLE 12: REDUCTION IN FORCE

Section 12.1. Notice to Union. The County will notify the Union in writing in advance of any anticipated layoff of a regular employee and will make a good faith attempt to meet and confer with the Union prior to implementation, for the purpose of exploring alternatives to a reduction in force.

Section 12.2. Order of Layoff. If a layoff should occur due to lack of work or lack of funds, employees shall be laid off in accordance with their seniority with first consideration given to job class within the bargaining unit and second consideration given to total consecutive employment within the bargaining unit. The employee with the least seniority in the job class shall be the first laid off. No regular or probationary employee shall be laid off while there is a Temporary employee serving in a position which a regular or probationary employee is qualified to fill.

Section 12.3. Bumping Rights. In lieu of layoff, a regular or probationary employee may request a demotion to a position in a lower classification formerly held by the employee being laid off within the bargaining unit, as long as the employee has more seniority in the bargaining unit than the employee who is being bumped.

Section 12.4. Order of Recall. The names of laid off employees will be placed on a re-employment list in order of seniority at time of layoff. Such list will remain in effect for a period of two (2) years or until all laid off employees are rehired with the County, whichever comes first.

ARTICLE 13: EDUCATION AND TRAINING

Section 13.1. General. The parties acknowledge that the training and development of employees is a matter of primary importance.

Section 13.2. Training Opportunities. Notice of special schools and training opportunities will be posted and all interested personnel will be allowed to apply for these opportunities prior to any final selection.

Section 13.3. Education Incentive.

The County agrees to reimburse employees for the cost of tuition and books at an accredited institution for pre-approved degree work for any and all (e.g. Associate, Bachelors, Masters, PhD) degrees in criminal justice, public administration, or a relevant field as determined by the County. The degree work will be reimbursed provided the employee receives a grade of “C” or better, or a passing grade if taken as pass/fail. These reimbursements shall be subject to the following conditions:

- The employee must have been employed by the Department for at least one full year prior to the reimbursement request.
- The individual must be pre-approved for the specific degree program and will only be reimbursed for necessary coursework or credits that are taken after approval.
- All requests for pre-approval shall be submitted to the Director or designee with copies to the Division Director or designee and Finance.
- Employees partially through a program may submit for pre-approval but shall only be reimbursed for any remaining necessary coursework or credits.
- All pre-approval requests must be submitted at least thirty (30) calendar days before the start of any coursework subject to reimbursement.
- Annual limit in accordance with IRS regulations.

Employees may submit for pre-approval for reimbursement as outlined above for degrees or training programs outside of Criminal Justice or Public Administration. This request shall be submitted to a standing panel of three members (two selected by management and one selected by the Union) who shall review the request and make a recommendation to the Director. The Director shall

1 make the final decision. The criteria to determine whether a degree program would be approved for
2 reimbursement shall be whether or not the program has a direct relationship to the employee's work
3 and provides a corresponding benefit to the Department. The request shall be processed in the
4 following manner:

5 • The pre-approval request must be submitted at least sixty (60) calendar days before
6 the start of any coursework subject to reimbursement.

7 • The Panel shall convene within thirty (30) calendar days of the request to review the
8 request - including an opportunity to meet with the employee to discuss the merits of their request.

9 • The Panel shall make their recommendation to the Director in writing with the
10 reasons for the recommendation within fourteen (14) calendar days of reviewing the request and shall
11 provide a copy of the recommendation to the employee.

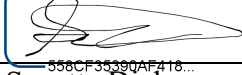
12 • The Director shall make the final decision within fourteen (14) calendar days of
13 receiving the recommendation. This decision shall be in writing and if denied, shall include reasons
14 for the denial. There shall be an annual limit of ten (10) employees who can receive tuition
15 reimbursement during any calendar year.

ARTICLE 14: CONCLUSION OF COLLECTIVE BARGAINING

In addition to the CLA, this Appendix constitutes the entire Agreement between the County and the Union. The parties acknowledge that they have fully bargained with respect to terms and conditions of employment and have settled them for the duration of this Agreement. This Agreement terminates all prior agreements and understandings that are limited to this bargaining unit, and concludes all collective bargaining for the duration of this Agreement. Should either party desire to change or modify the terms of this Agreement, the initiating party agrees to contact the other party to obtain approval for such change or modification. All changes or modifications to this written Agreement must be in the form of a Memorandum of Agreement (MOA). Such MOAs require the signature of the bargaining unit President, an authorized representative of the Union, and the Director of the Office of Labor Relations or their designee and may require approval by the King County Council.

For the Union:

DocuSigned by:



11/1/2025

Suzette Dickerson, Staff Representative
Washington State Council of County and City
Employees, Council 2, Local 21AD

Signed by:

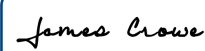


11/3/2025

Steve Barber, President

For King County:

DocuSigned by:



11/3/2025

James Crowe, Labor Relations Negotiator - Senior
Office of Labor Relations
King County Executive Office

ADDENDUM A

Overtime Scheduling Procedures

The parties hereby agree to the following overtime scheduling procedures for the employees covered by this Agreement:

Section A.1. Definitions. The parties acknowledge that it is the Department's policy to minimize the use of overtime and that nothing in this Agreement or Addendum shall be construed as a guarantee of overtime assignments. The number of required overtime posts and eligibility to work overtime shall be determined by the Department.

A. Planned overtime assignments. Planned overtime assignments consist of all known coverage requirements due to vacation, sick leave, training, etc., and all vacant positions assigned to the section but not staffed.

B. Unplanned overtime assignments. Unplanned overtime assignments consist of needs created by someone calling in sick, unplanned or unscheduled training or emergency leaves.

C. Mandatory overtime. Mandatory overtime is overtime required when management determines an operational necessity exists. Whenever this provision is used, the Department shall document the reason why and provide it to the Union. Any misuse of this provision shall be subject to the grievance procedure.

D. Mandatory overtime minimum staffing. Minimum staffing for the purposes of mandatory overtime is defined as the number of staff needed to address essential/critical functions on a short-term and/or emergent basis.

Section A.2. Overtime Scheduling. An overtime sign-up sheet shall be posted at each facility on or before the 4th and will remain through the 20th of each month, allowing employees interested in working overtime a chance to indicate the date and shift they will be available to work. These sign-up sheets will be used to fill all known overtime needs for the coming month on a seniority basis, by location. The supervisor(s) shall attempt to post the confirmed overtime schedule three (3) days prior to the end of the month. This posting shall allow for any adjustments that need to be made, prior to the beginning of the new month.

The employee is responsible for indicating on the sign-up sheet the date, shift(s), and facility

that they are willing to work. The list shall be faxed to the other facility on the 21st day of each month.

When assigning overtime, the supervisor(s) will make a good faith effort to distribute the overtime equally among those who have volunteered to work. The supervisor(s) shall have discretion in back-filling all known absences, subject to the operational needs of the Department.

Once the overtime schedule has been posted, the employee is expected to work as if it is a regularly scheduled work day. If staff do not show up for their overtime assignment as scheduled, or are late for that assignment, administrative action and/or disciplinary action shall be taken.

Section A.3. Planned Overtime Scheduling.

- a. Planned overtime shall be assigned on a seniority basis;
- b. Priority will be given to staff who work at the same location;
- c. Remaining overtime shifts shall be assigned to available persons from either facility (availability shall be determined via communication between supervisors after the initial overtime assignments have been made).

Section A.4. Unplanned Overtime Scheduling.

When unplanned overtime needs arise, the supervisor(s) shall assess the need for back-filling the position and then check with the volunteers on the sign-up sheet for that day to see if there is someone available and interested. When backfill is needed and there are no volunteers on the sign-up sheet, supervisor(s) will make a reasonable effort to solicit volunteers from available and interested employees.

Section A.5. Mandatory Overtime Needs.

The need for mandatory overtime shall normally be determined by the Director (or their designee). The supervisor(s) may determine the need for mandatory overtime when staffing levels fall below that which is needed to address essential/critical functions. The supervisor(s) shall assess work load and operational needs to determine minimum staffing levels and shall make every effort to utilize the overtime list, and two (2) staff members splitting a shift shall be acceptable. In general, supervisors shall extend those on duty to cover mandatory overtime needs.

Essential/Critical functions include, but are not limited to, the following:

Classification: Primary interviews; disciplinary hearings and restrictive housing reviews.

Screeners: Screen inmates for eligibility for pre-trial release or alternatives to secure detention. Compile criminal conviction histories and personal information for use by the Courts.

Reverse seniority shall be used to determine availability of employees for mandatory overtime. Consideration will be given to each person's work schedule; an employee's total work hours shall not exceed seventeen (17) consecutive hours worked in a day.

Coalition Labor Agreement (CLA) - Appendix for 090
Agreement Between King County
And
Washington State Council of County and City Employees, Council 2, Local 21DC
District Court - Wages

PREAMBLE 1

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Coalition Labor Agreement (MLA) - Appendix for 090
Agreement Between King County
And
Washington State Council of County and City Employees, Council 2, Local 21DC
District Court - Wages

PREAMBLE

These Articles Constitute an Agreement, the terms of which have been negotiated in good faith, between King County and the Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 21DC. This agreement shall be subject to approval by Ordinance of the King County Council and was entered into for the purpose of setting forth the mutual understandings of the parties regarding wages and directly wage related benefits as allowed by law. If the parties discover a clerical oversight or a misunderstanding arises due to the Coalition Labor Agreement (CLA), the parties agree to first meet and discuss the issue prior to filing any grievances or complaints.

ARTICLE 1: PURPOSE

The intent and purpose of this Agreement is to set forth the mutual agreement of the parties regarding wages and benefits relating directly to wages.

ARTICLE 2: APPLICATION OF COALITION LABOR AGREEMENT (CLA)

The CLA wage and wage related provisions shall apply to this bargaining unit as follows:

Section 2.1. The Preamble in its entirety.

Section 2.2. All CLA superseding articles that are wage or wage related, or sections of superseding articles that are wage or wage related, unless otherwise stated in the CLA or this Appendix.

Section 2.3. All CLA non-superseding wage and wage related articles and sections, or sections of non-superseding wage and wage related articles are adopted by the parties. Any non-superseding article or section listed below is understood to have no application to the bargaining unit.

ARTICLE 3: UNION RECOGNITION

Section 3.1. King County recognizes the Washington State Council of County and City Employees, AFSCME, AFL-CIO, Local 21DC, as the exclusive bargaining representative of all regular full-time and regular part-time employees of the King County District Court whose job classifications are listed in PERC case numbers 7837-E-89-1329 and 8063-E-89-1366 (see Article 4 and Addendum A) in matters relating to wages and benefits directly related to wages.

ARTICLE 4: RIGHTS OF MANAGEMENT

Section 4.1. The management of the King County District Court and the direction of the work force is vested by both the Washington State Constitution and State law exclusively in the King County District Court.

Section 4.2. All matters, other than wages and benefits directly related to wages, or otherwise not specifically and expressly covered or referenced by the language of this Agreement, shall be administered for its duration by the King County District Court.

ARTICLE 5: WAGE RATES

Section 5.1. The wage rates for the classifications listed below shall be as listed in Addendum A listed in the back of this Appendix. These wage rates are subject to applicable annual general wage increase terms in the Coalition Labor Agreement.

Section 5.2. Step Progression and Placement.

A. Regular full-time employees that complete probation shall receive a one-step increase after one year of employment (e.g., an employee that completes probation after six months will receive a step increase after one year of employment). Thereafter, employees that have successfully passed probation will receive annual step increases January 1. (

B. Step placement for newly hired employees beyond the minimum of Step 1 shall be in accordance with the qualifications or experience criteria described in “Article 10, Section 11. Entrance Salary” of the Collective Bargaining Agreement between King County District Court and Washington State Council of County and City Employees, Local 21DC District Court Employees. If changes to the step placement are desired by either party in the above-named Collective Bargaining

Agreement, the Office of Labor Relations will engage in the discussion and will retain the authority and responsibility to bargain the decision regarding any effects to wages.

C. An employee shall start at Step 1 for the classification unless the employee possesses qualifications or experience above the minimum for the position. If a newly hired employee possesses one or more of the listed qualifications which the Court decides justifies starting higher than Step 1, the employee shall receive a salary above Step 1. Despite the qualifications and/or experience of the newly hired employee, however, the employee shall not be placed above Step 6 for a starting salary. However, employees returning to District Court employment within a two-year period shall be placed at the same salary step as when they left, provided they return to the same job classification.

D. Employees who receive an advanced educational degree (e.g., A.A., B.A.) beyond their high school diploma or GED while employed within the bargaining unit shall receive extra step progression above the annual 1 step increase stated above on January 1 following their receipt of the degree from an accredited institution or a vocational institution related to their work at the Court. Employees shall receive one (1) extra step if the employee obtains an educational degree from a vocational specialty program related to their work at the Court or a 2-year degree from an accredited college. Employees shall receive two (2) extra steps if the employee obtains an educational degree from a (4) year institution. Under no circumstances may employees be paid above step 10 of their salary range under this provision.

Section 5.3. Overtime.

A. FLSA Workweek. The workweek for purposes of determining overtime eligibility is defined as Saturday through Friday.

B. Contractual Weekly Overtime. Employees in positions classified as FLSA non-exempt are eligible for Contractual Weekly Overtime, which shall be paid to employees for all hours worked in excess of (40) hours per FLSA workweek at the Contractual Overtime Rate in effect at the time the overtime work is performed. The (40) hour threshold for determining overtime eligibility is based on the accumulation of paid compensated hours during the FLSA workweek.

C. Contractual Daily Overtime. Employees classified as FLSA non-exempt are eligible for Contractual Daily Overtime for hours worked in excess of their regularly scheduled hours of at least (8) compensated hours that occur in the same workday. Contractual Daily Overtime will be paid at the Contractual Overtime Rate in effect at the time the overtime work is performed.

D. Contractual Overtime Calculation. The Contractual Overtime Rate for each overtime hour worked shall be one and one-half times the combined amount of the employee's hourly base rate of pay, as specified in the Addendum A wage table, plus any applicable hourly pay premiums in effect at the time the overtime is worked that are contractually required to be included when calculating the Contractual Overtime Rate. If the Fair Labor Standards Act (FLSA) requires a higher rate of pay for any overtime hours worked, the employee shall be paid the higher rate of pay pursuant to the FLSA.

Section 5.4. Out of Class Pay. CLA Provisions in Article 37 regarding Working Out of Class shall not apply to this bargaining unit. Refer to Working Conditions CBA Article 10 Section 9. An employee who is temporarily assigned to function in a higher classification for one (1) working day or more shall be paid five percent (5%) above the employee's hourly base rate of pay. An employee who is temporarily assigned to function in a higher classification for two (2) consecutive days or more shall be paid according to the classification of which they are working. If the employee performs overtime work in the higher classification, the overtime calculation shall be calculated on the out-of-class rate.

Section 5.5. Court Closures. Employees designated and directed to work in the event of emergency court closures, pursuant to Article 22 of the working conditions agreement between the District Court and the Union, shall be paid one and one-half times their base hourly rate, or accrue compensatory time at time and one-half, for all hours worked during such closures, with a minimum of five (5) hours.

Section 5.6. Compensatory Time. Subject to supervisor approval, full-time employees may accrue up to a maximum of (80) hours of compensatory time. Part-time employees may accrue compensatory time up to a maximum of (40) hours.

A. Compensatory time must be used during the calendar year in which it is accrued unless this is not feasible due to work demands. The employee may then request, and the department director may approve, the carryover of a maximum of 40 hours of accrued compensatory time.

B. Employees will be paid in the pay period that includes December 31 for all accrued compensatory time not carried over into the following year.

C. Compensatory hours that have been carried over must be used within the first quarter of the new calendar year or will be cashed out in the pay period that includes March 31.

ARTICLE 6: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS

Section 6.1. Group medical, dental, and life insurance programs will be maintained in accordance with Article 25 of the King County Coalition of Unions CLA. The Union and the County agree to incorporate changes to employee insurance benefits which the County may implement as a result of any agreement of the Joint Labor Management Insurance Committee.

ARTICLE 7: HOLIDAYS

Section 7.1. FLSA Non-Exempt Employees required to work on Indigenous Peoples' Day (IPD). IPD is a recognized King County holiday, but the Court may be required to remain open because the Court calendar is determined by the Washington Supreme Court. FLSA – non-exempt employees in comprehensive leave eligible positions who are required to work on IPD will receive their normal pay for hours worked, and a deferred holiday converted to (8) vacation hours added to their vacation bank on the paycheck that includes the second Monday in October. See also CLA Sections 10.2-10.5 for applicable terms for employees on alternative work schedules.

ARTICLE 8: WAIVER CLAUSE

Section 8.1. The parties acknowledge that during the negotiations resulting in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to wages and benefits related directly to wages and that agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all inclusive. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its terms,

subject only to a desire by both parties to mutually agree to amend or supplement at any time, and except for negotiations over a successor collective bargaining agreement.

ARTICLE 9: MISCELLANEOUS

Section 9.1. Personal Property Damage. Employees who unavoidably suffer a loss or damage to essential personal property worn on the body while working shall have same repaired or replaced by the employer at employer expense, provided that such reimbursement shall not exceed \$300 per incident.

For Washington State Council of County and City Employees, Council 2, Local 21DC:

Signed by:

 691B8369A2D9462...
 Samantha Cordor
 President
 11/5/2025
 Date

DocuSigned by:

 538CF35390AF418...
 Suzette Dickerson
 Union Representative
 11/5/2025
 Date

For King County:

DocuSigned by:

 EEB7CAF1C6B24B0...
 Angela Marshall
 Labor Relations Director
 Office of Labor Relations, Executive Office
 10/31/2025
 Date

cba Code: 090

Union Code: D3

ADDENDUM A
WAGE RATES

PeopleSoft Job Code	Classification Title	Range*
007723	District Court Clerk	44
007739	District Court Clerk II	47
007722	Communications Clerk	44
007725	Fiscal Specialist Clerk	44
007740	Probation Officer	57
007746	Probation Officer – Lead	59
311801	Probation Mental Health Specialist	61
*All classifications are paid from the King County Standardized Hourly Salary Schedule at the 40-hour rate. ** New wage rates effective on the 1st day of the 1st pay period following the Ordinance Effective Date but not prior to January 1, 2026. *** Parties agree to discuss classification title(s) within the working condition bargaining.		

Coalition Labor Agreement (CLA) – Appendix for 459
AGREEMENT BETWEEN
KING COUNTY
AND
TECHNICAL EMPLOYEES’ ASSOCIATION
Department of Natural Resources & Parks - Staff

PREAMBLE 1

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**AGREEMENT BETWEEN
KING COUNTY
AND
TECHNICAL EMPLOYEES' ASSOCIATION
Department of Natural Resources & Parks - Staff**

PREAMBLE

This Agreement (Appendix) is the result of good faith negotiations between King County (“the County”) and the Technical Employees’ Association, (“the Association” or “TEA”). This relationship is a partnership based on mutual interests, respect and trust for those employees who are covered by this Agreement.

The County and the Association recognize that the workplace is changing in an effort to improve the delivery of services. The County and the Association also agree that improvement in the workplace is an evolutionary process that requires the long-term commitment of both parties. The elements of workplace improvement such as the Continuous Improvement, LEAN, Equity and Social Justice, business planning, organizational changes and performance measurement should be viewed as a system.

In support of practices that reflect our commitment to shared values, the County and the Association should:

- Trust each other,
- Listen and respond to public/customer concerns,
- Respect people,
- Promote a diverse workforce,
- Take responsible risks,
- Behave the way we say we do,
- Give and get reliable business information,
- Work to improve our technical excellence and teamwork,
- Foster a labor/management partnership based on shared interests,
- Collaborate in building an ongoing labor/management relationship based on open

communications, mutual trust, and respect, and

- Enjoy challenges, work, and humor.

The TEA-Management Committee (“TMC”) was created as an informal forum to support ongoing changes and continuous improvements in the workplace. Issues are to be discussed in a collaborative manner.

To accommodate this process, the role of the TMC is to deal jointly with areas of mutual interest to all parties, to move all parties toward a shared vision of a productive workplace, and to oversee the tasks called for in the Agreement.

ARTICLE 1: APPLICATION OF COALITION LABOR AGREEMENT

The CLA shall apply to the bargaining unit members as follows:

Section 1.1 The Preamble in its entirety.

Section 1.2 All Superseding and non-superseding provisions, unless otherwise noted in this Appendix or in the CLA.

Section 1.3 The following non-superseding articles do not apply to this bargaining unit:

- After Hours Support – CLA Article 43.

Section 1.4 The following CLA provisions are listed for reference only:

- Bereavement Leave – CLA Article 8.
- Contracting Out – CLA Article 16.
- Discipline and Sunset Clause – CLA Article 27
- Donated Leave – CLA Article 6
- FMLA/KCFML – CLA Article 11.
- Grievance Procedure – CLA Article 26.
- Job Posting – CLA Article 18.
- Jury Duty – CLA Article 5.
- Leave for Volunteer Service – CLA Article 4.
- Military Leave – CLA Article 2.
- Organ Donation Leave – CLA Article 36
- Paid Parental Leave – CLA Article 7.
- Reclassification and Resulting Pay – CLA Article 14.
- Reimbursement for Personal Transportation – CLA Article 24.
- Special Duty – CLA Article 15.
- Telecommuting – CLA Article 39.
- Unpaid Leaves of Absence – CLA Article 3.
- Use of County Bulletin Boards and Electronic Devices – CLA Article 23.

ARTICLE 2: PURPOSE

2.1 Purpose. The purpose of this Agreement is to set forth in writing the negotiated wages, hours and working conditions for those employees who are covered by this Agreement.

2.2 Maintenance of Working Conditions. The County recognizes its obligation to negotiate wages, hours and working conditions with TEA.

2.3 Application of Personnel Guidelines. As set forth in this section, the 2005 King County Personnel Guidelines shall apply to members of this bargaining unit where this Agreement is silent or ambiguous. The 2005 Personnel Guidelines (except those identified in Appendix B to have no application) shall replace any pre-existing practice between the parties, provided that nothing in those Personnel Guidelines will be interpreted or applied to circumvent the parties' collective bargaining obligations. However, should any genuine established practice arise subsequent to July 1, 2005, and such practice conflicts with the terms of the 2005 Personnel Guidelines (and it pertains to a matter on which the Agreement is either silent or ambiguous), then the practice shall govern. Should the Personnel Guidelines be invoked to interpret the contract, the arbitrator reserves the right to determine what weight should be given alongside those other interpretive factors that an arbitrator might conclude appropriate.

Except as expressly noted, definitions in the Personnel Guidelines shall apply to the interpretation of the Personnel Guidelines only. The parties agree to reopen this article and other affected articles of the Agreement in the event that the Personnel Guidelines are amended.

ARTICLE 3: ASSOCIATION RECOGNITION AND MEMBERSHIP

3.1 Recognition. The County recognizes the Association as the exclusive bargaining representative of all employees in the staff unit, comprised of all full-time and regular part-time non-supervisory employees in the Project Planning and Delivery, Resource Recovery Unit in the Operations Section, Environmental and Community Services Section, and the Project/Program Managers in Capital Procurement and Work Order Unit of the Finance Section of the Wastewater Treatment Division of the King County Department of Natural Resources and Parks whose classifications are listed under Appendix A, Union Code W4, excluding bargaining unit supervisors, confidential employees, managers, employees in the Industrial Waste unit of the Environmental and

Community Services Section, administrative employees, and all other employees of the County.

3.2 Association Membership. All employees covered under the terms of this Agreement may voluntarily join the Association as a member and receive all rights, privileges and benefits of Association membership. The Union retains its legal duty of fair representation to its members and also retains its right to arbitrate grievances through the final step of the grievance procedure except where an express contractual limitation on arbitrability or limit on the grievance procedure exists.

ARTICLE 4: RIGHTS OF MANAGEMENT

The management of the County and the direction of the work force are vested exclusively in the County, except as may be limited by the express written terms of this Agreement.

ARTICLE 5: WAIVER AND COMPLETE AGREEMENT

5.1 Waiver.

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

B. The parties acknowledge that during the negotiations which resulted in this Appendix, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Appendix. Therefore, the County and TEA, for the life of this Appendix, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge of contemplation of either or both of the parties at the time that they negotiated or signed this Appendix.

5.2 Modification. Should the parties agree to amend or supplement the terms of this Appendix, such amendments or supplements shall be in writing. No binding agreements, including but not limited to memorandums of understanding, side letters, etc., involving the day-to-day administration of the Appendix or the bargaining relationships will be entered into with the

bargaining representative without the authorization of the King County Office of Labor Relations Director/designee.

ARTICLE 6: EMPLOYEE RIGHTS

6.1 Personnel Files.

A. The employee and/or an Association representative may examine the employee's personnel files if the employee so authorizes in writing. Material placed into the employee's files relating to job performance or personal character shall be provided to the employee prior to placement in the file. The employee may challenge the propriety of including it in the files. If, after discussion, the County retains the material in the file, the employee shall have the right to insert contrary documentation into the file.

B. Unauthorized persons shall not have access to employee files or other personal data relating to the employee. The department director/designee will determine staff authorized for access to personnel files maintained in the Department of Natural Resources and Parks ("DNRP" or "department"). This does not limit the Association's statutory right to request information pursuant to its statutory right to request collective bargaining information. All persons with the exception of WTD, King County Office of Labor Relations, Department of Executive Services, Department of Human Resources, Office of Risk Management, and Prosecuting Attorney Office staff shall record access to employee files.

C. The only personnel files will be the department personnel file and the section personnel file. Additionally, supervisors may keep a "working file" which may be used for the purpose of developing an annual evaluation. Such materials will be purged from this working file when the evaluation is finalized. Notes taken for such purposes may be added to the personnel file.

D. Written warnings and/or reprimands shall remain in the employee's personnel file for a maximum of three years except where there is a reoccurrence of a similar nature. Suspensions or demotions may be removed from the employee's personnel file after five years upon request of the employee and approval of the division director.

6.2 Right to Representation. An employee, at their request, has a right to Association representation at any meeting which the employee reasonably believes may lead to disciplinary action

against the employee. If the employee requests TEA representation in such a matter, the employee will be provided with reasonable time to arrange for TEA representation. The parties acknowledge that in certain instances a reasonable time may be as little as the same day.

6.3 Seniority List. The County will supply the Association with a seniority list twice a year upon written request. Requests are to be directed to the WTD Human Resources Manager. The list will include each TEA employee's name, job classification number, classification title, section, and seniority data.

Seniority for all purposes of this Agreement shall be calculated as a person's continuous length of service in a Wastewater bargaining unit represented by TEA from April 13, 2001. Employees with the same WTD TEA seniority shall be subject to a tiebreaker, which shall be the employee's County/Metro adjusted service date. The "adjusted service date" means the most recent date of hire into a regular position, as backdated for any prior eligible service that ended no more than two years before reemployment and is adjusted (postdated) for unpaid leaves of absence, including unpaid family leave, that exceed 30 calendar days. In this context, eligible service means employment in a regular position; however, if an employee moves from a term-limited temporary position into a regular position with no break in service, employment in the term-limited temporary position will be included when establishing the adjusted service date. Breaks in the continuous length of service shall be calculated in the same manner as the adjusted service date. Seniority will be posted in years, months and days.

6.4 Supervision and Evaluations. Employees will be supervised and evaluated by the supervisor of the work group responsible for establishing the performance expectations, deliverables, and assignments for the majority of the employee's workload.

ARTICLE 7: BENEFIT TIME

7.1 Revised Benefit Time Standard. New terms intended to replace Article 7 Benefit Time are identified in ADDENDUM B: REVISED BENEFIT TIME STANDARD AND PAID SICK LEAVE. The County intends to prospectively implement the terms in ADDENDUM B in 2026 upon notice to the Union, which shall function as a full replacement to Article 7 Benefit Time when implemented.

7.2 General Description

The benefit program has two elements to it: one is Benefit Time (BT) and the other is Sick leave (SL). Both programs are built on the accrual rate table set forth in Section 7.7. This program recognizes the need for scheduled time away from the job (vacation and holidays) for personal reasons and for occasions when the employee must be away because of illness or injury. BT is administered with the understanding that: a) BT is intended to constitute wage replacement when an employee is in leave, and b) because business needs may constrain employees' ability to utilize leave, the Agreement provides for a yearly cash out of up to 40 hours of BT. Full-time regular, part-time regular, provisional, probationary and term-limited temporary employees shall receive the leave benefits provided in this Article. Short-term temporary and administrative interns shall accrue SL at the rate provided in this Article.

7.3 Definitions

All BT and SL time is based on a 2,080 hour year. BT is the bank of time accrued for use during scheduled paid time off, including holidays, and unscheduled paid time off (excluding bereavement leave and jury duty) once SL is exhausted.

SL is the bank of time accrued for use during all paid nonscheduled and scheduled illness, nonscheduled injury, and other qualifying reasons for employees and their eligible family members (as provided under KCC 3.12.220).

7.4 Principles

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

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

7.5 Absence

Employees are expected to schedule BT as far in advance as possible to facilitate workload planning. Employees are expected to notify the County of any unscheduled absence in accordance with WTD notice requirements. All BT and SL time shall be coordinated with, and supplementary to, worker's compensation.

FLSA non-exempt (hourly) employees who become ill or who are injured while at work shall apply the applicable accrued SL or BT for that portion of the shift that they are unable to complete. Hourly employees may use accrued SL and BT in increments of one-half hour.

Fair Labor Standards Act (FLSA) exempt employees (salaried) use accrued BT and SL in increments of not less than one regular workday. Salaried employees who are absent for part of a workday will not be required to charge such absences against any accrued leave balances nor will the employee's pay be reduced.

Comprehensive leave eligible employees unable to work because of any other personal emergency not related to employee or eligible family member illness or injury shall be eligible to use BT for any unworked but scheduled hours upon approval by the supervisor.

BT and SL will be paid only to the extent that BT and SL hours have been accrued by the employee in a pay period immediately preceding the absence.

7.6 Use of BT before Retiring or Separation

BT Usage for Retiring or Separating Comprehensive Leave Eligible Employees – Notwithstanding other protected leave usage, bargaining unit comprehensive leave eligible employees who retire or separate with an irrevocable notice of resignation a minimum of six months prior to their last day worked at the County (exclusive of the BT usage) may use up to 480 hours of approved BT.

7.7 BT and SL Accruals

BT accrual shall be as follows:

Years of Employment	Accrual Rates		
	Annual	Bi-weekly	Hourly
Less than 5 years	248	9.538	0.1192
5 years but less than 8 years	272	10.462	0.1308
8 years but less than 10 years	280	10.769	0.1346
10 years but less than 16 years	312	12.000	0.1500
16 years but less than 17 years	320	12.308	0.1538
17 years but less than 18 years	328	12.615	0.1577
18 years but less than 19 years	336	12.923	0.1615
19 years but less than 20 years	344	13.231	0.1654
20 years but less than 21 years	352	13.538	0.1692
21 years but less than 22 years	360	13.846	0.1731
22 years but less than 23 years	368	14.154	0.1769
23 years but less than 24 years	376	14.462	0.1808
24 years but less than 25 years	384	14.769	0.1846
More than 25 years of service	392	15.077	0.1885

SL accrual shall accumulate for comprehensive leave eligible employees at a rate of 0.0269 hours per hour. While this accrual is more generous than what is required under Washington State law, there are circumstances where an employee may receive additional sick leave accruals. To ensure all employees earn the correct amount of leave, payroll staff multiplies the number of hours an employee worked by 0.025 at the end of each pay period. That number is then compared to what the employee accrued under the above. The higher amount of leave is awarded to the employee. Short-term temporary and administrative interns will earn SL at the rate of 0.025 hours per hour worked.

All leave accruals will be prorated for regular part-time employees on the percentage of full-time worked.

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

7.8 BT Accumulation and Conversion

For comprehensive benefits eligible employees hired on or after July 1, 2023, the maximum accumulated carryover of BT from the pay period ending before April 1st to the next pay period shall be 320 hours and all hours in excess of 320 hours shall be forfeited. One time per year, prior to the forfeiture of BT, Employees who have greater than 320 hours at that time shall have the option to convert up to 80 hours to cash, down to a balance of 320 hours.

For employees hired before July 1, 2023, the maximum accumulated carryover of BT from the pay period ending before the pay period that contains April 1st of to the next pay period shall be 600 hours (prorated for part-time employees on the percentage of full-time worked). Employees with at least 480 hours at that time shall have the option to convert up to 40 hours to cash, down to a balance of 480 hours. Accumulated hours beyond 600 (or prorated for part-time) will be forfeited in the pay period that contains April 1.

There shall be no limit on the amount of SL accrued.

7.9 Upon Retirement or Death

Upon retirement from the County or death, a comprehensive leave eligible employee or their beneficiary shall be paid for up to 480 hours, or 320 hours for employees hired on or after July 1, 2023, of accrued BT at 100% and for all accrued SL at 35%. Retirement as a result of length of service means an employee is eligible, applies for, and begins drawing a pension from PERS or the city of Seattle Retirement Plan immediately upon terminating County employment.

7.10 Upon Separation

Comprehensive leave eligible employees shall be paid for accrued BT to their date of separation if they have successfully completed their first six months of County service in a paid comprehensive leave eligible position up to 480 hours maximum, 320 maximum for employees hired on or after July 1, 2023, and any remainder shall be forfeit and not be paid. Payment shall be made at the employee's rate of pay in effect upon the date of leaving County employment less mandatory withholdings. If employees leave prior to successful completion of the first six months of County service, they shall forfeit and not be paid for accrued BT.

Separation from employment except by reason of retirement, death, layoff, or non-disciplinary medical reasons will cancel all SL accrued to the paid comprehensive leave eligible employee as of the date of separation. Should an employee in a comprehensive leave eligible position resign in good standing, be laid off or separated for non-disciplinary medical reasons and return to County employment within two years, the employee's accrued SL will be restored.

7.11 Holidays

All work performed on the holidays identified in the CLA by hourly employees shall be approved in advance by the supervisor to be paid at the contractual overtime rate specified in Article 8.2 for all hours worked.

Holidays will be on the day the County observes the holiday. Employees will use accrued BT, compensatory time, or Executive Leave in the amount of the regularly scheduled workday in order to receive compensation for the holiday. Holiday time must be used no later than the following pay period.

An employee who does not have sufficient accrued leave will not be paid for the holiday, unless as above, an hourly employee works on the holiday with the approval of his supervisor. Employees on alternate work schedules without sufficient BT to be paid for the holiday may, with the approval of their supervisor, adjust their work schedules in order to have the holiday fall on a regular day off.

ARTICLE 8: OTHER LEAVES

8.1 Executive Leave. Employees covered by this Agreement who are employed in a bona fide executive, administrative or professional capacity and are in turn exempt from overtime payments under the Federal Fair Labor Standards Act will be eligible for up to ten days of Executive Leave per year pursuant to County policy and are expected to work the hours necessary to satisfactorily perform their jobs; provided, however, all such employees will receive a minimum amount of Executive Leave per year, as follows:

A. Employees in FLSA-exempt positions on January 1st of each year will receive three days of Executive Leave per year, granted on January 1st.

B. Employees hired, transferred or promoted into FLSA exempt positions during the

course of the calendar year shall be entitled to a minimum amount of Executive Leave, granted upon placement in the exempt position, according to the following schedule below. Additional Executive Leave may be granted on a discretionary basis above these minimums consistent with County policy (2021-0010) and any applicable department policies concerning Executive Leave awards.

1. Before April 30th: Three days of Executive Leave (minimum);

2. May 1or after : Two days of Executive Leave (minimum);

C. FLSA non-exempt employees assigned to special duty in an FLSA exempt position for a period of six months or longer will be entitled to one day of executive leave for each four months of assignment duration during a calendar year; provided, that the employee must serve a full 30 days in the assignment for the month to be counted. Executive leave in such case will be granted at the beginning of the assignment based upon the expected duration, and increased as necessary if the original assignment is extended.

8.2 Administrative Leave With Pay. If the department director determines that circumstances exist that make the immediate removal of an employee from the workplace to be in the best interests of the county, an employee may be placed on administrative leave with pay for up to 30 calendar days. Such leave is not disciplinary, and is not subject to appeal. If the need for administrative leave exceeds 30 calendar days it shall be consistent with Paid Administrative Leave policy 2023-0002, Paid administrative leave shall be stipulated in writing and provided consistent with King County policies (i.e. Paid Administrative Leave 2023-0002).

8.3 Additional Leave. If state or federal law provides additional leave benefits that an employee is entitled to by the terms of such laws, the employee shall be entitled to take those leaves as well.

ARTICLE 9: HOURS OF WORK AND OVERTIME

9.1 Regular Schedule. Regular work shifts for full-time employees are eight hours per day (exclusive of the meal period) for five days per week, with Saturday and Sunday generally the days off. FLSA exempt employees are required to work the hours needed to perform their duties and will receive their normal rate of pay for the workweek regardless of whether they are on a standard or alternative work schedule.

9.2 Alternative Work Schedules. A full-time employee may request, a four day, 40 hour work week, a nine day, 80 hour bi-weekly work schedule, or other alternative schedule in order to support the County Commute Trip Reduction program. Employees will submit written requests for alternative work schedule approval to the section manager/designee. Requests will be evaluated and approved or denied relative to the business needs of the organization, and must be reviewed at least annually. In administering any such alternative work schedule, the following working conditions shall prevail:

A. Employee participation shall be on a voluntary basis unless the section manager determines that an alternative schedule is essential to the business needs of the organization. The establishment of and approval for alternative work schedule is vested solely within the purview of the County and may be changed from time to time. Such changes will normally require at least a two week notice to the employee.

B. Section 7.11 sets forth terms regarding holidays and alternate work schedules.

C. If multiple employees in a work group desire an alternative work schedule with the same days off, the County may, upon written notice to TEA, subject requests for alternative schedules to a bidding process, with priority given to employees in order of decreasing seniority.

D. Employees who currently work on an alternative work schedule shall be permitted to retain that work schedule, subject to the management approval requirements in Section 9.2.A.

9.3 Overtime.

A. Except as otherwise provided in this Article, contractual weekly overtime shall be paid to FLSA non-exempt employees for all hours worked in excess of forty (40) hours per FLSA workweek at the Contractual Overtime Rate in effect at the time the overtime work is performed.

The Contractual Overtime Rate for each overtime hour worked shall be one and one-half times the combined amount of the employee's hourly base rate of pay plus any applicable pay premiums in effect at the time the overtime is worked (known as "time and one half").

All hours compensated shall count as "hours worked" for purposes of determining eligibility for contractual weekly overtime

1 If the FLSA requires a higher rate of pay for any overtime hours worked, the employee shall
2 be paid the higher rate of pay pursuant to the FLSA.

3 **B. Overtime work shall require the prior approval of the employee's section**
4 **manager/designee.**

5 **C. Benefit Time and worked hours on a holiday (which are paid at the Contractual**
6 **Overtime Rate) shall not be combined to equal greater than the employee's normally scheduled**
7 **workday for the purposes of determining compensated hours in the workweek for overtime purposes.**

8 **9.4 Compensatory Time.** A FLSA non-exempt employee may request, and with approval of
9 the section manager, may receive time off in lieu of overtime pay. Such time shall be earned on a
10 time and one-half basis as provided under this Article. In accordance with the law the employee must
11 initiate all requests for compensatory time off in lieu of overtime pay, and compensatory time
12 accumulations will be governed by County policy. Any unused compensatory time will be cashed
13 out on the last payroll of the year.

14 **9.5 Benefits for Employees Held Over.** Employees asked to work beyond their normally
15 scheduled shift may use a County telephone to notify home when travel plans have changed.
16 Employees working two consecutive hours of unscheduled overtime immediately following the
17 employee's regularly scheduled workday will be eligible to receive a meal expense reimbursement up
18 to six dollars. This provision only applies when employees are not informed of the need for overtime
19 in advance of the start of their shift. Employees must submit meal receipts to their supervisor to
20 receive reimbursement.

21 **9.6 Call Back.** A FLSA non-exempt employee covered by this Agreement who is not on
22 standby and is called to duty after completion of their regular shift or workweek, not contiguous with
23 the employee's next regular shift shall be granted a minimum of four hours pay at the Contractual
24 Overtime Rate of pay. Paid status will begin upon arrival at the work location, and will terminate at
25 the completion of required work. In the event this overtime work is accomplished prior to the normal
26 working hours and the employee subsequently works their regular shift, pay for the regular shift shall
27 be at the employee's straight time rate.

28 **9.7 Definition of Call Back.** A Call Back shall be defined as a circumstance where an FLSA

1 non-exempt employee has left the work premises at the completion of their regular work shift and is
 2 required to report to duty prior to the start of their next regularly scheduled work shift. An employee
 3 who is called back to report to work before the commencement of their regular work shift shall be
 4 compensated in accordance with the Call Back provisions under Section 9.6. An individual on
 5 standby pay is not eligible for call back pay.

6 **9.8 Home Free Guarantee.** The County will operate a program to provide employees with a
 7 free ride home, by taxi, if on a given day the employee has commuted to work by bus, carpool,
 8 vanpool, bike or walking on the day of the trip and has an emergency that day which requires the
 9 employee to leave work at other than the employee's regularly scheduled quit time. Determination of
 10 what constitutes a qualified emergency will be made at each worksite by the employee designated by
 11 the County. Employees can exercise their home free guarantee a maximum of eight times per
 12 calendar year.

13 **ARTICLE 10: LAYOFF, RECALL AND TRANSFER**

14 **10.1 Layoff.** In the event of a reduction in force due to lack of work or lack of funds, layoffs
 15 will be conducted at the division level. The WTD director/designee will provide written notification
 16 to the individual(s) whose position(s) is/are being eliminated. Prior to instituting layoff
 17 notification(s), all temporary, term-limited-temporary (TLT) and probationary employees within the
 18 skill area affected by the primary layoff (e.g. structural, mechanical, electrical, etc.) shall be released;
 19 provided, however, that WTD may retain a limited number of TLT employees during layoffs when
 20 there exists a legitimate business need to do so (e.g., the TLT is working on a project which is
 21 expected to be completed within four months of the date the layoff takes effect, the TLT possesses or
 22 the project requires unique skills and/or experience within the broader skill area, the project involves
 23 extensive communication and relationship with community members, etc.).

24 Additionally, prior to imposing a layoff for lack of work, the County and the Union will enter
 25 into a dialogue with the objective of avoiding the layoff consistent with business needs of WTD. The
 26 County will recall work assigned to consultants in order to avoid or reduce layoffs if there is a
 27 relationship between the consultant work and the potential layoff and if according to WTD: 1) the
 28 consultant work can be done by TEA employees in the bargaining unit, and 2) the recall can be done

in a manner that does not compromise quality, schedule and the overall business needs of the body of work or the project being recalled.

10.2 Bumping. A regular career service employee who has completed the probationary period in their current position, may accept layoff or elect to bump an employee with less seniority covered by this Agreement, as provided within this section; provided, however, that a TLT employee who has been retained through layoff pursuant to Section 10.1 shall not be bumped. An employee will have five workdays from the time of written notification of layoff to provide written response to the County of their intent to exercise their bumping rights. An employee will forfeit their bumping rights if their written response is not submitted within five days or the County has not accepted a late filing of the response. The County will, if it determines that there are warranting circumstances, accept a late filed response from an employee. Late response from those employees who could not be notified of a reduction in force due to leave, absence, or long-term vacation, etc., will be accepted.

Should the County accept the late filing, the resultant adversely affected employee(s) may not grieve such decision. Also, such acceptance of a late filing will not result in the re-administration of the bumping process.

An employee notified of layoff and each subsequently displaced employee may select any one of the following alternatives rather than accepting layoff:

A. Bump within the WTD to displace the least senior employee in the same classification for which they are qualified;

B. Bump the least senior employee within the WTD in a lower paying classification in the same classification series for which they are qualified;

C. Bump the least senior employee within the WTD in a lower paying classification outside of their current classification series that they have previously attained career service status by serving a probationary period or had the probation period waived by the County and for which they are qualified;

D. Bump the least senior employee within the WTD in a lateral classification (one that has the same top rate of pay) for which they are qualified and has previously served a probationary period or had probation waived by the County.

10.3 Transfer. In lieu of laying off a career service employee, the director of the Department of Human Resources/designee may reassign such employee to a comparable, vacant position, when the director determines such reassignment to be in the best interest of the County.

10.4 Recall Rights. A career service employee who is laid off will have recall rights to their previous position for two years from the date of layoff. An employee retains their recall rights if they accept a lesser position with the County. An employee who is laid off shall forfeit their recall rights if they refuse a recall to a comparable position.

10.5 Notice of Recall. A career service employee will have ten days from the date the notice of recall is sent by certified mail in which to notify the County of whether they will accept the position. The County will consider the employee's failure to notify the County within ten days as a refusal, however, if the County determines that there are warranting circumstances, it may accept a late notice from an employee. Notices will be in writing. It is the employee's responsibility to keep the County informed of their current address.

10.6 Reinstatement. A career service employee recalled within two years from the time of layoff will have any forfeited sick leave accruals and seniority restored and adjusted for the period of layoff, and benefit time accrual rate restored.

ARTICLE 11: PROBATION, COUNSELING, AND CAUSE FOR DISCIPLINE

11.1 Probationary Period for New employees. All employees hired into a new regular Career Service position must first serve a six-month probationary period, which may be extended at the County's discretion for up to twelve months. The County will provide a courtesy notice to TEA of probation extension document. Employees who have been assigned to a position as an acting or TLT shall be provided credit for such time toward this period at the discretion of the appointing authority. A new employee shall receive a one-step pay increase after completion of six months of employment during the probationary period, unless the employee is already at the top step (Step 10) of the wage range (see also 17.6).

Employees in probationary status are considered in "at-will" employment and may be separated without the right to grieve or appeal their probationary separation.

11.2 Trial Service Period upon Promotion, Transfer or Demotion. Career Service

bargaining unit employees promoted or transferred to a new position in the bargaining unit shall be subject to a six-month trial service period in the new position. Employees who have been performing the work of the new position in an acting capacity may be provided credit for such time toward this period at the discretion of the appointing authority. An employee successfully completing a trial service period may be eligible for a one step pay increase at the discretion of the hiring authority.

An employee who does not successfully complete the trial service period in a position to which the employee has been promoted, transferred may be restored to the employee's former position, former salary, and all other benefits to which the employee would have been entitled if the promotion or transfer had not occurred. Provided further, there are no reversion rights if discharged for cause. Reversion will occur if the former position is still vacant (has not been offered and accepted by an applicant), and the position still exists. If the former position is unavailable, the individual will be offered any vacant WTD TEA represented position for which they are qualified. If they accept a lower range position, they will have recall rights to the next available position of the range they had at the time of the initial transfer for a period of up to two years. If no vacancy exists, the employee shall be separated from employment and shall be eligible for recall to any of the positions specified in this section for a period of up to two years. If they refuse to accept a position of equal range and similar duties (to the position initially vacated) for which they are qualified, they will be discharged without recall rights. An employee not successfully completing a trial service period upon voluntary or involuntary demotion will be separated from employment with no reversion or recall rights.

11.3. Verbal and Written Counseling. Instances of prior counseling shall not be used as a resolved disciplinary action for purposes of future disciplinary actions. However, instances of prior counseling may be used as prior notice to the employee and may be taken into account accordingly for subsequent disciplinary actions. Additionally, employees may provide a written response to any counseling maintained in the employee's personnel file, and said response shall be maintained in the employee's personnel file as well.

11.4 Cause for Disciplinary Action. An employee may be disciplined for any of the following causes, or for any other justifiable cause:

- Dishonesty, including but not limited to dishonesty in securing appointment
- Gross misconduct
- Incompetence
- Inefficiency
- Unauthorized absence, including patterns of continual tardiness
- Neglect of duty
- Insubordination
- Consumption of or being under the influence of alcohol or other drugs while on duty
- Conviction of a crime
- Disorderly conduct while on duty
- Negligent, reckless or knowing damage to or waste of public property
- Violation of any of the provisions of applicable federal or state law relating to political activities
- Negligent, reckless or knowing violation of any of the provisions of the personnel guidelines or this Agreement.
- Violation of any lawful order, directive, or policy of a superior, including but not limited to the Executive, department directors and division managers, or a violation of the Employee Code of Ethics.

ARTICLE 12: CONFLICT RESOLUTION

The County and TEA commit to addressing and resolving issues in a fair and responsible manner and to use conflict resolution methods when appropriate. The County and TEA's relationship depends on mutual respect and trust built upon the ability to recognize the individual employee's value to the County and the employee's investment in the County. Early and informal resolution of disagreements and workplace problems will enhance the productivity and quality of the workplace. It shall be a goal of the County and TEA employees to enter the dispute resolution process before a problem arises to the level of a disciplinary matter or grievance. The steps TEA recommends in conflict resolution are awareness, acceptance, and action, using pre-designated colleagues in the roles

of natural facilitators to teach, lead and coach. Under no circumstances shall the initiation of the conflict resolution procedure serve to waive any of the timelines set forth in the Grievance Procedure provisions set forth in CLA Article 26, unless by mutual agreement of TEA and the County.

ARTICLE 13: WORK STOPPAGES AND EMPLOYER PROTECTION

13.1 No Work Stoppages. The County and the Association agree that the public interest requires efficient and uninterrupted performance of County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Association shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and, should same occur, the Association agrees to take appropriate steps to end such interference. Any concerted action by employees shall be deemed a work stoppage if any of the above activities occurs.

13.2 Association's Responsibilities. Upon notification in writing by the County to the Association that any employees covered by this Agreement are engaged in such work stoppage, the Association shall direct such employees to cease such stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Association shall publicly order such employees to cease engaging in a work stoppage.

ARTICLE 14: PART-TIME AND TEMPORARY EMPLOYMENT

14.1 Part-Time Employees. The section manager/designee may approve an employee's request for a part-time schedule. Such approval is conditional on the County's determination of its business needs, and may be rescinded at any time due to changing business needs. The County shall normally provide a part-time employee at least a two week notice of any necessary change to the employee's part-time status.

All regular part-time employees scheduled for one-half time or more shall receive full medical benefits and privileges and prorated leave benefits. For FLSA non-exempt employees, any hours worked in excess of the part-time employee's approved schedule up to 40 hours per week shall be paid at the straight time rate. Compensation for hours paid in excess of 40 hours per week for non-exempt part-time employees shall be in accordance with Article 9.

14.2 Part-time FLSA Exempt Employees. Part-time regular employees are those employees who work at least half-time but less than full-time in a calendar year. The following applies to part-time regular employees who are in job classifications that have been designated as FLSA exempt:

- Part-time regular employees are treated for all purposes including compensation consistent with the FLSA designation of their job classification.
- Part-time regular FLSA exempt employees have their workload expectations and pay established relative to a full-time position.
- In accordance with the Executive Policy PER 8-1-2 (AEP), with approval of the DHR director, an employee who would otherwise be exempt from the FLSA may be compensated on an FLSA non-exempt basis when the department director determines that this method is in the best interests of the department.
- Part-time regular FLSA exempt positions may be approved by hiring authorities on the following bases, in which both the pay level and workload expectations are established relative to a full-time equivalent (FTE) position:
 - 0.5 FTE (20 hours per workweek)
 - 0.6 FTE (24 hours per workweek)
 - 0.75 FTE (30 hours per workweek)
 - 0.8 FTE (32 hours per workweek)
 - 0.9 FTE (36 hours per workweek)

ARTICLE 15: TIME, SPACE, AND PROPERTY

15.1 Workplace Access. TEA representatives may, after notifying the appropriate section manager in charge, visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit their activities during such investigations to matters relating to this Agreement.

15.2 Facilities. County space and facilities may be used by the Association for the purposes of administering the terms of this agreement so long as it does not interfere with the normal operations of the work site.

15.3 Release Time. The County agrees to recognize up to eight employees appointed and identified by TEA as representatives. When contract administration business is conducted during working hours, these employees are responsible for coordinating in advance with their section manager or designee so as to not negatively impact section workload. Contract administration includes Weingarten hearings, formal and informal grievances, mediation hearings and other meetings (excluding arbitrations), and similar contract related work with section managers and division management. TEA meetings that do not include section managers or division management will be conducted during non-working hours, meal periods or break periods. Release time for appendix negotiation sessions between the County and TEA will be limited to no more than four employees.

ARTICLE 16: WAGE RATES

16.1 Pay Ranges. Pay ranges for each classification are set forth in Appendix A.

16.2 Normal Withholding. All wages paid pursuant to this Agreement shall be subject to regular and legally required withholding; this will include deductions for purposes of the Public Employment Retirement System (PERS). The County shall be responsible to the Department of Retirement Systems (DRS) for payment of PERS contributions. Each individual shall be responsible to the County for repayment of the employee's share of their PERS contribution. Each individual shall have the PERS employee obligation deducted from any retroactive payment check.

16.3 Implementation Schedule. The County will implement any pay increases set forth in this Agreement as soon as practicable and consistent with all applicable laws.

16.4 Professional Registration and Certification Pay.

16.4.1 Introduction. To encourage professional development and to ensure the employment of qualified personnel in appropriate classifications, compensation for professional licenses and certifications will be provided in accordance with this article. Such compensation shall be paid to those employees who have obtained professional licenses and certifications or completed further education or paid for memberships in organizations that are directly applicable to their employment. For employees with an adjusted service date on or after January 1, 2026, if the professional license or certification is listed as a job requirement in the classification specification

(excludes requirements that are only listed in job postings), the employee will be ineligible for the professional license or certification premium for that particular license or certification under 16.4.2 or 16.4.3.

16.4.2 Professional Licenses. Employees who have one or more current Washington State professional licenses in the branches of Architect, Civil, Mechanical, Electrical, Chemical, Environmental, Sanitary, or Structural that directly applicable to their current job and the license will be eligible to receive \$150 dollars per month (maximum) regardless of the number of professional licenses.

16.4.3 Certifications and Professional Designations. Employees who have one or more valid certifications identified per Section 16.4.3.A below in a discipline directly applicable to their employment shall be paid an additional \$75 dollars per month per certification up to a maximum of \$150 dollars per month regardless of the number of certifications or professional designations. Employees must provide at least bi-annual documentation of a certification to receive compensation, or annually if certification requires annual renewal. Membership in an organization does not qualify an employee for compensation.

A. Certifications and Professional Designations Eligible for Premium Pay.

- ACI American Concrete Institute Concrete Construction Special Inspector (CM Classification Only)
- ASPE American Society of Plumbing Engineers Plumbing Design Certification (Engineers only)
- AWS American Welding Society Certified Welding Inspector (CM Classification Only)
- IAEI International Association of Electrical Inspectors Master Electrical Inspector (CM Classification Only)
- Crane Institute of America Certified Overhead Crane Inspector Certificate (CM Classification Only)
- IRWA International Right of Way Association designations Certification pay is authorized and limited to employees working in the classifications of Real Property Agents, and Water Quality

Project Program Manager classifications in PPD and ECSS, when demonstrated as being job related.

- NACE National Association of Corrosion Engineers and Association for Material Protection and Performance and Society for Protective Coatings (known as AMPP) (CM Classification Only) or one of the following: Steel Structures Painting Council (SSPC), Protective Coating Inspector (PCI) or Concrete Coating Inspector (CCI) certifications. CCI and PCI are designations for special inspectors.
- RCI Roof Consultant Institute Registered Roof Observer (RRO) or Registered Roof Consultant (RRC)
- Association of Energy Engineers (AEE) Certified Energy Managers (CEM)
- American Institute of Certified Planners
- CMI Construction Manager
- Certified Public Accountant
- Hazardous Waste Certification HAZWOPER (when required by the job)
- One of: International Right of Way Association-SR/WA, R/W-AC, EC, NAC, RAC, AMC (Real Property Agent, Environmental Programs Managing Supervisor, and WQPPM Classifications Only)
- One of: International Right of Way Association – RWA, RWP/SRWA, including Specialist of Industry (Oil & Gas; Electric & Utility; Transportation; Generalist) credentials. Specialties: R/W-AC Appraisal Certification, R/W-AMC Asset/Property Management Certification, R/W-NAC Negotiation and Acquisition Certification, R/W-RAC Relocation Assistance Certification, R/W-URAC Uniform Act Certification, Appraisal Cross Certification (Real Property Agent, Environmental Programs Managing Supervisor, and WQPPM Classifications Only)
- One of: National Association of Independent Fee Appraisers-IFA, IFAS, IFAA, IFAC (Real Property Agent, Environmental Programs Managing Supervisor, and WQPPM Classifications Only)
- One of: Project Management Institute Certification (PMP, PMR)
- ICC Underground Storage Tank Installation/Retrofitting Certification
- Washington State Associate Brokers License (Real Property Agent, Environmental

Programs Managing Supervisor, and WQPPM Classifications Only)

- Washington State Bar Association
- Washington State Geologist License
- Washington State Certified Real Estate Appraiser (Real Property Agent, Environmental

Programs Managing Supervisor, and WQPPM Classifications Only)

- One of: Journey Electrician or Master Electrician or Electrical Administrator (CM Classification Only)
- One of: AHERA Asbestos Building Inspector or EPA Lead Inspector (CM Classification Only)
- Wastewater Treatment Operator
- One of: SAVE International (AVS, VMP, CVS)
- One of: AACE International (CCCTTM/CCETTM, CCTTM, EVPTM, and PSPTM), Certified Scheduling Technician (CST)
- Classical RCM or RCM 2 Facilitator
- Certified Maintenance and Reliability Professional (SMRP)
- Certified Professional in Erosion and Sediment Control
- Green Building Certification Institute (GBCI) LEED AP
- Design Build Institute of America
- LEED to include Envision Sustainability Professionals for ECSS, RR, and PPD Sections
- Design Build Institute of America (DBIA)
- Plumbing Design Certification, American Society of Plumbing Engineers.
- Professional Wetland Scientist, Society of Wetland Scientists

B. During the term of this Agreement, additional certifications may be added by mutual agreement of the parties to this Agreement.

16.5 Professional Memberships, Licenses and Examination Reimbursements.

Employees are encouraged to join professional organizations for the purpose of further professional development. The employer recognizes the value of professional affiliation and agrees to reimburse up to \$600 annually for approved individual professional memberships, licenses and/or

1 examinations that are related to the employee's position. An employee should discuss their desired
 2 memberships with their supervisor and/or WTD HR to clarify whether it is an approved organization.
 3 Organizations or associations that issue the certifications/designations noted in Section 16.4.3 are
 4 approved, but as stated below, other restrictions may apply.

5 **A.** Employees may seek approval for reimbursement using the newly established
 6 process (form submission to supervisor for routing and approval). An employee may belong to more
 7 than one organization, but total reimbursements will not exceed the annual maximum, as stated
 8 above.

9 In situations when multiple employees want to join the same organization, management may
 10 approve an agency level membership or limit the number of individual memberships where benefits
 11 can be shared among employees. Membership dues covering a period of greater than 12 months will
 12 be prorated, but shall not exceed the annual cap.

13 **B.** Employees may seek reimbursement for professional exams that are relevant to the
 14 employee's position and duties. Employees may only seek reimbursement for a particular exam once
 15 during that year. The maximum reimbursement is limited to the amount stated above for any
 16 combination of memberships and/or exams.

17 **16.6 Pay on Completing Six Months of Employment During Probation.** Newly hired
 18 employees (i.e., not including promotions or trial service situations) shall receive a one-step pay
 19 increase upon completion of six months of employment from the date of hire during their
 20 probationary period.

21 **16.7 Pay on Promotion.** An employee who is promoted will be placed either in the first step
 22 of the new salary range or at the step which is the equivalent of two steps (approximately five
 23 percent) more than the employee's former salary step, whichever is greater, but not to exceed the top
 24 step of the new range except as provided for below.

25 If the former salary step includes an above step-ten amount as a result of an incentive
 26 increase, the employee's new salary is based upon the above step-ten amount, provided that if such
 27 increase results in a salary that is above the top step of the new range (not to exceed five percent
 28 above the top step) the salary will be reduced to the top step at the end of the merit period unless the

employee re-qualifies for an above-step-10 merit award.

When a promotion results from other than a reclassification, the appointing authority may place the promoted employee at any higher step in the salary range when the department director determines this action is warranted based on the criteria set forth in this Agreement and/or Personnel Guidelines as applicable, provided funds are available in the agency.

16.8 Advancement Through Pay Range. Employees in career service eligible positions who are not on their initial six-month probationary term shall advance through the applicable pay range at two step increments annually on January 1 up to step 10. However, an employee on a probation extension beyond the initial six-month probationary period will continue to be eligible to receive the annual January 1 step increases.

Advancement beyond the top of the pay range, or above-top-step merit pay shall be consistent with King County policies and shall be in accordance with Executive Branch Performance Appraisal and Merit Pay System Guidelines, except where such sources conflict with this Agreement. A Merit Score of 4.25 will be considered “Outstanding” in accordance the with the Executive Branch Performance Appraisal and Merit Pay System Guidelines and this Agreement.

Advancement through the new pay range for term-limited temporary employees shall be in accordance with the King County Contingent Worker Manual, except where such sources conflict with this Agreement.

16.9 Standby Pay 10%. FLSA non-exempt employees assigned to standby duty with a pager or phone will receive ten percent of their base wage rate for each hour that they are assigned to respond to a call outside their normally scheduled work hours. To qualify for the payment, employees must be in a condition ready and able to report to work while assigned to respond to the call. If the employee reports to work, the employee will be paid at the applicable rate of pay under this Agreement and will not receive standby pay during that time. FLSA exempt employees shall not be eligible for standby pay.

16.10 Night Work Premium. FLSA non-exempt employees who’s regular hours are scheduled for night work (between or overlapping the hours of 8 p.m. and 4 a.m.), will be entitled to a night work premium of five percent of their base rate of pay for each scheduled hour worked

between 8 p.m. and 4 a.m. FLSA exempt employees shall not be eligible for the night work premium.

ARTICLE 17: SPECIAL CONDITIONS

17.1 Authorized Leave Due to Inclement Weather or Safety Concerns.

A. Administrative offices and operations of the County will remain open during inclement weather unless directed otherwise by the County Executive or respective department director.

B. Where a department director officially closes operations in their department because of adverse weather conditions, or orders employees to leave the premises because of safety concerns, all non-essential employees who are scheduled to work will be paid for the normally scheduled workday. This applies to affected overtime exempt as well as hourly employees.

1. Employees who previously requested and have been approved for time off (e.g., benefit time or sick leave, compensatory time-off, leaves of absence) will have hours deducted from their accruals as approved.

2. Temporary (other than provisional, probationary, and term-limited temporary) and part-time employees will be paid for hours actually worked.

3. Essential employees who are scheduled to work but do not because of adverse weather conditions may use accrued benefit time or comp time (FLSA non-exempt employees), or accrued benefit time or executive leave (FLSA exempt employees), or the time will be charged as leave-without-pay for the scheduled work day. A department director or designee shall make the determination as to which employees are essential and, consequently, which employees are required to report for work despite emergency conditions.

C. Where a department, office or facility remains open but weather conditions prevent an employee from reporting to work, the following will apply:

1. The employee will notify his or her supervisor as soon as possible.

2. The employee may request, and the section manager/designee may approve, the use of compensatory time, benefit time, or leave without pay to cover absences due to inclement weather. Sick leave may not be used to cover absences due to inclement weather.

17.2 Defense and Indemnification. Defense and indemnification of employees shall be in accordance with King County Code 2.21.

ARTICLE 18: RETIREMENT

All eligible employees shall be covered by the Public Employee Retirement System.

ARTICLE 19: EMPLOYMENT LISTS

An employment list which has been created for one or more vacancies may be used multiple times within 12 months of its initial creation. Otherwise, a previous employment list may not be reused for future vacancies.

ARTICLE 20: ADDENDUM A WAGE TABLE EFFECTIVE DATE

20.1 Effective date of classification pay rate changes. The classification wage increases in the Wage Addendum that have not been implemented will be effective January 1, 2026, for retroactive pay calculation purposes.

20.2 Step placement. Employees in classifications with pay range adjustments will be placed on the new wage ranges step-to-step basis on the implementation date identified in 20.1.

For the Technical Employees' Association:

DocuSigned by:

10/31/2025
51A1EF0F82054A3...
Jennifer Ash
President

For King County:

DocuSigned by:

10/31/2025
7231D6B1AAAF4EF...
Andre Chevalier
Interim Labor Relations Manager
Office of Labor Relations

cba Code: 459

APPENDIX A

Union Code: W4

Technical Employees' Association

Wastewater Treatment Division, Department of Natural Resources Parks, Supervisors and Staff

Staff

2026 (+3.75%)

Job Class Code	PeopleSoft Job Code	Classification Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
2810200	281307	Administrator II	56	\$44.4332	\$46.5883	\$47.7065	\$48.8512	\$50.0237	\$51.2239	\$52.4537	\$53.7126	\$55.0016	\$56.3215
2810300	281402	Administrator III	63	\$52.4577	\$55.0019	\$56.3218	\$57.6736	\$59.0577	\$60.4749	\$61.9264	\$63.4127	\$64.9346	\$66.4932
2131100	214109	Business and Finance Officer I	53	\$41.3816	\$43.3887	\$44.4300	\$45.4965	\$46.5883	\$47.7065	\$48.8512	\$50.0237	\$51.2239	\$52.4537
2131200	214213	Business and Finance Officer II	58	\$46.5917	\$48.8512	\$50.0237	\$51.2239	\$52.4537	\$53.7126	\$55.0016	\$56.3215	\$57.6734	\$59.0574
2131300	214308	Business and Finance Officer III	62	\$51.2280	\$53.7127	\$55.0018	\$56.3217	\$57.6735	\$59.0575	\$60.4748	\$61.9263	\$63.4126	\$64.9345
2215100	223802	Contract Specialist I	56	\$44.4332	\$46.5883	\$47.7065	\$48.8512	\$50.0237	\$51.2239	\$52.4537	\$53.7126	\$55.0016	\$56.3215
2215200	223902	Contract Specialist II	61	\$50.0274	\$52.4538	\$53.7127	\$55.0018	\$56.3217	\$57.6735	\$59.0575	\$60.4748	\$61.9263	\$63.4126
4300100	431208	Customer Service Specialist I	32	\$25.1484	\$26.3681	\$27.0007	\$27.6489	\$28.3125	\$28.9920	\$29.6879	\$30.4002	\$31.1300	\$31.8769
4300200	431312	Customer Service Specialist II	36	\$27.6507	\$28.9920	\$29.6879	\$30.4002	\$31.1300	\$31.8769	\$32.6420	\$33.4254	\$34.2276	\$35.0490
7119100	717002	Project Control Engineer I	58	\$46.5917	\$48.8512	\$50.0237	\$51.2239	\$52.4537	\$53.7126	\$55.0016	\$56.3215	\$57.6734	\$59.0574
7119200	717102	Project Control Engineer II	63	\$52.4577	\$55.0019	\$56.3218	\$57.6736	\$59.0577	\$60.4749	\$61.9264	\$63.4127	\$64.9346	\$66.4932
7119300	717202	Project Control Engineer III	67	\$57.6776	\$60.4748	\$61.9263	\$63.4126	\$64.9345	\$66.4931	\$68.0885	\$69.7229	\$71.3964	\$73.1099
7119400	710303	Project Control Engineer IV	71	\$63.4172	\$66.4932	\$68.0888	\$69.7232	\$71.3965	\$73.1099	\$74.8645	\$76.6615	\$78.5013	\$80.3852
7119600	710501	Project Control Engineer V	74	\$68.0939	\$71.3965	\$73.1099	\$74.8645	\$76.6615	\$78.5013	\$80.3852	\$82.3145	\$84.2899	\$86.3132
2441100	243110	Project/Program Manager I	53	\$41.3816	\$43.3887	\$44.4300	\$45.4965	\$46.5883	\$47.7065	\$48.8512	\$50.0237	\$51.2239	\$52.4537
2441200	243212	Project/Program Manager II	58	\$46.5917	\$48.8512	\$50.0237	\$51.2239	\$52.4537	\$53.7126	\$55.0016	\$56.3215	\$57.6734	\$59.0574
2441300	243312	Project/Program Manager III	63	\$52.4577	\$55.0019	\$56.3218	\$57.6736	\$59.0577	\$60.4749	\$61.9264	\$63.4127	\$64.9346	\$66.4932
2441400	243404	Project/Program Manager IV	68	\$59.0619	\$61.9263	\$63.4126	\$64.9345	\$66.4931	\$68.0885	\$69.7229	\$71.3964	\$73.1099	\$74.8643
2634100	264802	Real Property Agent I	52	\$40.4117	\$42.3716	\$43.3887	\$44.4300	\$45.4965	\$46.5883	\$47.7065	\$48.8512	\$50.0237	\$51.2239
2634200	264902	Real Property Agent II	58	\$46.5917	\$48.8512	\$50.0237	\$51.2239	\$52.4537	\$53.7126	\$55.0016	\$56.3215	\$57.6734	\$59.0574
2634300	265002	Real Property Agent III	64	\$53.7166	\$56.3220	\$57.6736	\$59.0578	\$60.4750	\$61.9263	\$63.4126	\$64.9347	\$66.4932	\$68.0888
2634400	265102	Real Property Agent IV	70	\$61.9309	\$64.9346	\$66.4932	\$68.0888	\$69.7232	\$71.3965	\$73.1100	\$74.8644	\$76.6615	\$78.5012
2243100	225303	Records Management Specialist	46	\$35.0517	\$36.7516	\$37.6335	\$38.5369	\$39.4617	\$40.4086	\$41.3786	\$42.3715	\$43.3886	\$44.4299
2502200	252701	Special Project Manager II	70	\$61.9309	\$64.9346	\$66.4932	\$68.0888	\$69.7232	\$71.3965	\$73.1100	\$74.8644	\$76.6615	\$78.5012
2410400	240201	Wastewater Asset Program Manager I	66	\$56.3260	\$59.0578	\$60.4751	\$61.9265	\$63.4127	\$64.9344	\$66.4930	\$68.0889	\$69.7231	\$71.3966
2410500	240301	Wastewater Asset Program Manager II	70	\$61.9309	\$64.9346	\$66.4932	\$68.0888	\$69.7232	\$71.3965	\$73.1100	\$74.8644	\$76.6615	\$78.5012
2410600	244601	Wastewater Capital Program Manager - I	72	\$64.9393	\$68.0888	\$69.7232	\$71.3965	\$73.1099	\$74.8645	\$76.6615	\$78.5013	\$80.3852	\$82.3145
2410700	244701	Wastewater Capital Program Manager - II	74	\$68.0939	\$71.3965	\$73.1099	\$74.8645	\$76.6615	\$78.5013	\$80.3852	\$82.3145	\$84.2899	\$86.3132
7160100	712302	Wastewater Capital Project Manager I	57	\$45.4996	\$47.7064	\$48.8514	\$50.0238	\$51.2239	\$52.4536	\$53.7126	\$55.0016	\$56.3217	\$57.6734
7160200	712402	Wastewater Capital Project Manager II	62	\$51.2280	\$53.7127	\$55.0018	\$56.3218	\$57.6735	\$59.0577	\$60.4748	\$61.9262	\$63.4125	\$64.9346
7160300	712502	Wastewater Capital Project Manager III	69	\$60.4792	\$63.4125	\$64.9346	\$66.4931	\$68.0885	\$69.7228	\$71.3964	\$73.1097	\$74.8644	\$76.6613
7160400	712602	Wastewater Capital Project Manager IV	72	\$64.9393	\$68.0888	\$69.7232	\$71.3965	\$73.1099	\$74.8645	\$76.6615	\$78.5013	\$80.3852	\$82.3145
7117100	715102	Wastewater Construction Management I	53	\$41.3816	\$43.3887	\$44.4300	\$45.4965	\$46.5883	\$47.7065	\$48.8512	\$50.0237	\$51.2239	\$52.4537
7117200	715202	Wastewater Construction Management II	61*	\$50.4748	\$52.9228	\$54.1929	\$55.4935	\$56.8253	\$58.1891	\$59.5856	\$61.0157	\$62.4801	\$63.9796
7117300	715302	Wastewater Construction Management III	66*	\$56.8295	\$59.5857	\$61.0158	\$62.4802	\$63.9797	\$65.5152	\$67.0876	\$68.6977	\$70.3464	\$72.0347
7117400	715402	Wastewater Construction Management IV	70*	\$62.4847	\$65.5152	\$67.0876	\$68.6977	\$70.3464	\$72.0347	\$73.7635	\$75.5338	\$77.3466	\$79.2029
7117500	715502	Wastewater Construction Management V	73*	\$67.0924	\$70.3464	\$72.0347	\$73.7635	\$75.5338	\$77.3466	\$79.2029	\$81.1038	\$83.0503	\$85.0435
7118200	716102	Wastewater Designer - Assistant	53	\$41.3816	\$43.3887	\$44.4300	\$45.4965	\$46.5883	\$47.7065	\$48.8512	\$50.0237	\$51.2239	\$52.4537
7118300	716202	Wastewater Designer	58	\$46.5917	\$48.8512	\$50.0237	\$51.2239	\$52.4537	\$53.7126	\$55.0016	\$56.3215	\$57.6734	\$59.0574
7118400	716303	Wastewater Designer - Senior	61	\$50.0274	\$52.4538	\$53.7127	\$55.0018	\$56.3217	\$57.6735	\$59.0575	\$60.4748	\$61.9263	\$63.4126
7118500	716402	Wastewater Designer - Lead	65	\$55.0059	\$57.6737	\$59.0577	\$60.4751	\$61.9265	\$63.4125	\$64.9345	\$66.4931	\$68.0889	\$69.7232
7116200	713702	Wastewater Engineer - Entry	64	\$53.7166	\$56.3220	\$57.6736	\$59.0578	\$60.4750	\$61.9263	\$63.4126	\$64.9347	\$66.4932	\$68.0888
7116300	713802	Wastewater Engineer - Journey	68	\$59.0619	\$61.9263	\$63.4126	\$64.9345	\$66.4931	\$68.0885	\$69.7229	\$71.3964	\$73.1099	\$74.8643
7116400	713902	Wastewater Engineer - Senior	72	\$64.9393	\$68.0888	\$69.7232	\$71.3965	\$73.1099	\$74.8645	\$76.6615	\$78.5013	\$80.3852	\$82.3145
7116500	714002	Wastewater Engineer - Principal	75	\$69.7282	\$73.1100	\$74.8644	\$76.6615	\$78.5012	\$80.3853	\$82.3145	\$84.2899	\$86.3130	\$88.3846
2430100	242102	Water Quality Planner/Project Manager I	55	\$43.3918	\$45.4963	\$46.5882	\$47.7064	\$48.8514	\$50.0240	\$51.2243	\$52.4536	\$53.7121	\$55.0017
2430200	242205	Water Quality Planner/Project Manager II	60	\$48.8548	\$51.2243	\$52.4537	\$53.7127	\$55.0018	\$56.3218	\$57.6735	\$59.0577	\$60.4748	\$61.9262
2430300	242305	Water Quality Planner/Project Manager III	65	\$55.0059	\$57.6737	\$59.0577	\$60.4751	\$61.9265	\$63.4125	\$64.9345	\$66.4931	\$68.0889	\$69.7232
2430400	242404	Water Quality Planner/Project Manager IV	70	\$61.9309	\$64.9346	\$66.4932	\$68.0888	\$69.7232	\$71.3965	\$73.1100	\$74.8644	\$76.6615	\$78.5012

cba Code: 459

APPENDIX A

Union Code: W4

Technical Employees' Association

Wastewater Treatment Division, Department of Natural Resources Parks, Supervisors and Staff

Staff

2027 (+3.75%)

Job Class Code	PeopleSoft Job Code	Classification Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
2810200	281307	Administrator II	56	\$46.0994	\$48.3354	\$49.4955	\$50.6831	\$51.8996	\$53.1448	\$54.4207	\$55.7268	\$57.0642	\$58.4336
2810300	281402	Administrator III	63	\$54.4249	\$57.0645	\$58.4339	\$59.8364	\$61.2724	\$62.7427	\$64.2486	\$65.7907	\$67.3696	\$68.9867
2131100	214109	Business and Finance Officer I	53	\$42.9334	\$45.0158	\$46.0961	\$47.2026	\$48.3354	\$49.4955	\$50.6831	\$51.8996	\$53.1448	\$54.4207
2131200	214213	Business and Finance Officer II	58	\$48.3389	\$50.6831	\$51.8996	\$53.1448	\$54.4207	\$55.7268	\$57.0642	\$58.4336	\$59.8362	\$61.2721
2131300	214308	Business and Finance Officer III	62	\$53.1491	\$55.7269	\$57.0644	\$58.4338	\$59.8363	\$61.2722	\$62.7426	\$64.2485	\$65.7906	\$67.3695
2215100	223802	Contract Specialist I	56	\$46.0994	\$48.3354	\$49.4955	\$50.6831	\$51.8996	\$53.1448	\$54.4207	\$55.7268	\$57.0642	\$58.4336
2215200	223902	Contract Specialist II	61	\$51.9034	\$54.4208	\$55.7269	\$57.0644	\$58.4338	\$59.8363	\$61.2722	\$62.7426	\$64.2485	\$65.7906
4300100	431208	Customer Service Specialist I	32	\$26.0915	\$27.3569	\$28.0132	\$28.6857	\$29.3742	\$30.0792	\$30.8012	\$31.5402	\$32.2974	\$33.0723
4300200	431312	Customer Service Specialist II	36	\$28.6876	\$30.0792	\$30.8012	\$31.5402	\$32.2974	\$33.0723	\$33.8661	\$34.6789	\$35.5111	\$36.3633
7119100	717002	Project Control Engineer I	58	\$48.3389	\$50.6831	\$51.8996	\$53.1448	\$54.4207	\$55.7268	\$57.0642	\$58.4336	\$59.8362	\$61.2721
7119200	717102	Project Control Engineer II	63	\$54.4249	\$57.0645	\$58.4339	\$59.8364	\$61.2724	\$62.7427	\$64.2486	\$65.7907	\$67.3696	\$68.9867
7119300	717202	Project Control Engineer III	67	\$59.8405	\$62.7426	\$64.2485	\$65.7906	\$67.3695	\$68.9866	\$70.6418	\$72.3375	\$74.0738	\$75.8515
7119400	710303	Project Control Engineer IV	71	\$65.7953	\$68.9867	\$70.6421	\$72.3378	\$74.0739	\$75.8515	\$77.6719	\$79.5363	\$81.4451	\$83.3996
7119600	710501	Project Control Engineer V	74	\$70.6474	\$74.0739	\$75.8515	\$77.6719	\$79.5363	\$81.4451	\$83.3996	\$85.4013	\$87.4508	\$89.5499
2441100	243110	Project/Program Manager I	53	\$42.9334	\$45.0158	\$46.0961	\$47.2026	\$48.3354	\$49.4955	\$50.6831	\$51.8996	\$53.1448	\$54.4207
2441200	243212	Project/Program Manager II	58	\$48.3389	\$50.6831	\$51.8996	\$53.1448	\$54.4207	\$55.7268	\$57.0642	\$58.4336	\$59.8362	\$61.2721
2441300	243312	Project/Program Manager III	63	\$54.4249	\$57.0645	\$58.4339	\$59.8364	\$61.2724	\$62.7427	\$64.2486	\$65.7907	\$67.3696	\$68.9867
2441400	243404	Project/Program Manager IV	68	\$61.2767	\$64.2485	\$65.7906	\$67.3695	\$68.9866	\$70.6418	\$72.3375	\$74.0738	\$75.8515	\$77.6717
2634100	264802	Real Property Agent I	52	\$41.9271	\$43.9605	\$45.0158	\$46.0961	\$47.2026	\$48.3354	\$49.4955	\$50.6831	\$51.8996	\$53.1448
2634200	264902	Real Property Agent II	58	\$48.3389	\$50.6831	\$51.8996	\$53.1448	\$54.4207	\$55.7268	\$57.0642	\$58.4336	\$59.8362	\$61.2721
2634300	265002	Real Property Agent III	64	\$55.7310	\$58.4341	\$59.8364	\$61.2725	\$62.7428	\$64.2485	\$65.7906	\$67.3698	\$68.9867	\$70.6421
2634400	265102	Real Property Agent IV	70	\$64.2533	\$67.3696	\$68.9867	\$70.6421	\$72.3378	\$74.0739	\$75.8516	\$77.6718	\$79.5363	\$81.4450
2243100	225303	Records Management Specialist	46	\$36.3661	\$38.1298	\$39.0448	\$39.9820	\$40.9415	\$41.9239	\$42.9303	\$43.9604	\$45.0157	\$46.0960
2502200	252701	Special Project Manager II	70	\$64.2533	\$67.3696	\$68.9867	\$70.6421	\$72.3378	\$74.0739	\$75.8516	\$77.6718	\$79.5363	\$81.4450
2410400	240201	Wastewater Asset Program Manager I	66	\$58.4382	\$61.2725	\$62.7429	\$64.2487	\$65.7907	\$67.3694	\$68.9865	\$70.6422	\$72.3377	\$74.0740
2410500	240301	Wastewater Asset Program Manager II	70	\$64.2533	\$67.3696	\$68.9867	\$70.6421	\$72.3378	\$74.0739	\$75.8516	\$77.6718	\$79.5363	\$81.4450
2410600	244601	Wastewater Capital Program Manager - I	72	\$67.3745	\$70.6421	\$72.3378	\$74.0739	\$75.8515	\$77.6719	\$79.5363	\$81.4451	\$83.3996	\$85.4013
2410700	244701	Wastewater Capital Program Manager - II	74	\$70.6474	\$74.0739	\$75.8515	\$77.6719	\$79.5363	\$81.4451	\$83.3996	\$85.4013	\$87.4508	\$89.5499
7160100	712302	Wastewater Capital Project Manager I	57	\$47.2058	\$49.4954	\$50.6833	\$51.8997	\$53.1448	\$54.4206	\$55.7268	\$57.0642	\$58.4338	\$59.8362
7160200	712402	Wastewater Capital Project Manager II	62	\$53.1491	\$55.7269	\$57.0644	\$58.4339	\$59.8363	\$61.2724	\$62.7426	\$64.2484	\$65.7905	\$67.3696
7160300	712502	Wastewater Capital Project Manager III	69	\$62.7472	\$65.7905	\$67.3696	\$68.9866	\$70.6418	\$72.3374	\$74.0738	\$75.8513	\$77.6718	\$79.5361
7160400	712602	Wastewater Capital Project Manager IV	72	\$67.3745	\$70.6421	\$72.3378	\$74.0739	\$75.8515	\$77.6719	\$79.5363	\$81.4451	\$83.3996	\$85.4013
7117100	715102	Wastewater Construction Management I	53	\$42.9334	\$45.0158	\$46.0961	\$47.2026	\$48.3354	\$49.4955	\$50.6831	\$51.8996	\$53.1448	\$54.4207
7117200	715202	Wastewater Construction Management II*	61	\$52.3682	\$54.9081	\$56.2259	\$57.5753	\$58.9571	\$60.3721	\$61.8210	\$63.3047	\$64.8240	\$66.3798
7117300	715302	Wastewater Construction Management III*	66	\$58.9613	\$61.8209	\$63.3046	\$64.8239	\$66.3797	\$67.9728	\$69.6041	\$71.2746	\$72.9852	\$74.7368
7117400	715402	Wastewater Construction Management IV*	70	\$64.8286	\$67.9728	\$69.6041	\$71.2746	\$72.9852	\$74.7368	\$76.5305	\$78.3672	\$80.2480	\$82.1740
7117500	715502	Wastewater Construction Management V*	73	\$69.6092	\$72.9852	\$74.7368	\$76.5305	\$78.3672	\$80.2480	\$82.1740	\$84.1462	\$86.1657	\$88.2337
7118200	716102	Wastewater Designer - Assistant	53	\$42.9334	\$45.0158	\$46.0961	\$47.2026	\$48.3354	\$49.4955	\$50.6831	\$51.8996	\$53.1448	\$54.4207
7118300	716202	Wastewater Designer	58	\$48.3389	\$50.6831	\$51.8996	\$53.1448	\$54.4207	\$55.7268	\$57.0642	\$58.4336	\$59.8362	\$61.2721
7118400	716303	Wastewater Designer - Senior	61	\$51.9034	\$54.4208	\$55.7269	\$57.0644	\$58.4338	\$59.8363	\$61.2722	\$62.7426	\$64.2485	\$65.7906
7118500	716402	Wastewater Designer - Lead	65	\$57.0686	\$59.8365	\$61.2724	\$62.7429	\$64.2487	\$65.7905	\$67.3695	\$68.9866	\$70.6422	\$72.3378
7116200	713702	Wastewater Engineer - Entry	64	\$55.7310	\$58.4341	\$59.8364	\$61.2725	\$62.7428	\$64.2485	\$65.7906	\$67.3698	\$68.9867	\$70.6421
7116300	713802	Wastewater Engineer - Journey	68	\$61.2767	\$64.2485	\$65.7906	\$67.3695	\$68.9866	\$70.6418	\$72.3375	\$74.0738	\$75.8515	\$77.6717
7116400	713902	Wastewater Engineer - Senior	72	\$67.3745	\$70.6421	\$72.3378	\$74.0739	\$75.8515	\$77.6719	\$79.5363	\$81.4451	\$83.3996	\$85.4013
7116500	714002	Wastewater Engineer - Principal	75	\$72.3430	\$75.8516	\$77.6718	\$79.5363	\$81.4450	\$83.3997	\$85.4013	\$87.4508	\$89.5497	\$91.6990
2430100	242102	Water Quality Planner/Project Manager I	55	\$45.0190	\$47.2024	\$48.3353	\$49.4954	\$50.6833	\$51.8999	\$53.1452	\$54.4206	\$55.7263	\$57.0643
2430200	242205	Water Quality Planner/Project Manager II	60	\$50.6869	\$53.1452	\$54.4207	\$55.7269	\$57.0644	\$58.4339	\$59.8363	\$61.2724	\$62.7426	\$64.2484
2430300	242305	Water Quality Planner/Project Manager III	65	\$57.0686	\$59.8365	\$61.2724	\$62.7429	\$64.2487	\$65.7905	\$67.3695	\$68.9866	\$70.6422	\$72.3378
2430400	242404	Water Quality Planner/Project Manager IV	70	\$64.2533	\$67.3696	\$68.9867	\$70.6421	\$72.3378	\$74.0739	\$75.8516	\$77.6718	\$79.5363	\$81.4450

ADDENDUM B**REVISED BENEFIT TIME (BT) STANDARD AND PAID SICK LEAVE**

SECTION 1. EFFECTIVE DATE. Subsequent to King County Council ratification and the Ordinance Date for this Appendix, the County will give notice to the Union in 2026 about a future, to be determined pay period that will be identified when the terms of this Addendum will be implemented and replace the existing Article in the parties collective bargaining agreement (CBA) on Benefit Time Article 7 in its entirety. After the implementation date occurs, the Article on Benefit Time in the CBA will be considered null and void, and this Addendum shall govern Benefit Time and paid sick leave accruals and administration.

SECTION 2. OVERVIEW. Benefit Time (BT) is a type of paid leave (i.e., combined paid vacation and holiday paid leave hours) and a separate paid sick leave (SL) leave accrual shall also exist with a separate accrual bank. BT is only available to employees in comprehensive leave eligible positions. In contrast, SL is a type of paid leave available to both comprehensive leave eligible employees and to employees in short-term temporary positions on a more limited basis.

BT is administered with the understanding that because the business needs of the County may constrain an employee's ability to utilize and be approved to use BT, a yearly and limited cash conversion option of BT is provided as specified below.

SECTION 3. BT ACCRUAL RATE. BT accrual shall be available to employees in comprehensive benefit eligible positions based on the employee's adjusted service date as follows:

BT ACCRUAL TABLE				
Months of Service	Hourly Accrual Rate	Approximate Accruals		
		Days/Yr	Hrs./Yr	Hrs./Pay Period
0	0.126912	33	264	10.153
48	0.130767	34	272	10.461
96	0.134615	35	280	10.769
120	0.150005	39	312	12.000
192	0.153842	40	320	12.307
204	0.157692	41	328	12.615
216	0.161542	42	336	12.923
228	0.165380	43	344	13.230
240	0.169230	44	352	13.538
252	0.173077	45	360	13.846
264	0.176917	46	368	14.153
276	0.180767	47	376	14.461
288	0.184617	48	384	14.769
300	0.188467	49	392	15.077

SECTION 4. PAID SICK LEAVE (COMPREHENSIVE LEAVE ELIGIBLE POSITIONS). Comprehensive leave eligible employees shall accrue SL benefits at the rate of 0.0269 hours for each hour in paid status excluding overtime and excluding the use of donated leave up to a maximum of 8 hours per month, unless additional sick leave is required by state law. There shall be no limit to the number of sick leave hours that an employee eligible for comprehensive leave eligible position may accrue and carry over from year-to-year, except as specified. An employee is not entitled to sick leave until the first day following the pay period in which it was accrued. SL must be used for the authorized purposes outlined in the CLA (e.g. CLA Section 31.5) and comply with any applicable WTD Division policies related to sick leave usage.

SECTION 5. PAID SICK LEAVE (SHORT-TERM TEMPORARY (STT)

POSITIONS). Employees in STT positions shall 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. An employee is not entitled to use sick leave until the first day following the pay period in which it was accrued. SL must be used for the authorized purposes outlined in the CLA (e.g. CLA Section 31.5) and comply with applicable WTD Division policies related to sick leave usage.

SECTION 6. BT USAGE. Employees are expected to schedule BT as far in advance as possible to facilitate business team planning. Employees are expected to notify the County of any unscheduled absence, in accordance with established notice requirements in established WTD Division policies.

FLSA Exempt employees use accrued BT in increments of not less than one (1) regular workday. Exempt employees who are absent for part of the workday will not be required to charge such absences against any accrued leave balances nor will the employees' pay be reduced. BT will be paid only to the extent that BT hours have been accrued by the employee in the pay period immediately preceding the absence.

SECTION 7. HOLIDAYS.

All work performed on the holidays identified in the CLA by hourly employees shall be approved in advance by the supervisor to be paid at the contractual overtime rate specified in Article 9.3 for all hours worked.

Holidays will be on the day the County observes the holiday. Employees will use accrued BT, compensatory time, or Executive Leave in the amount of the regularly scheduled workday in order to receive compensation for the holiday. Holiday time must be used no later than the following pay period.

An employee who does not have sufficient accrued leave will not be paid for the holiday, unless as above, an hourly employee works on the holiday with the approval of his supervisor. Employees on alternate work schedules without sufficient BT to be paid for the holiday may, with the

approval of their supervisor, adjust their work schedules in order to have the holiday fall on a regular day off.

SECTION 8. BT ACCUMULATION LIMIT AND ANNUAL CASHOUT

A. Annual Employee BT Cap and Cashout (600 BT hours Annual Maximum).

Effective upon implementation by the County, employees with an adjusted service date on or before June 30, 2023, in comprehensive leave eligible positions with a maximum accumulated carryover of (600) BT hours (i.e. 600 BT Cap) on the pay period ending before April 1 of one calendar year to the next shall have the option to convert up to a maximum of (120) hours of BT to cash subject to also maintaining a minimum balance of (320) BT hours after cashout. Any BT in excess of 600 hours after the cashout period has concluded will be forfeited. To qualify for cashout, employees must follow the appropriate BT selection protocols provided by the County. Under this Section, employees cannot cash out BT below a minimum balance of (320) hours after cashout is exercised or exceed the annual (120) hour BT cashout maximum per year.

B. Annual Employee BT Cap and Cashout (320 BT hours Annual Maximum).

Effective upon implementation by the County with notice to the Union, employees with an adjusted service date on or after July 1, 2023, in comprehensive leave eligible positions with a maximum accumulated carryover of (320) BT hours (i.e. 320 BT Cap) on the pay period ending before April 1 of one calendar year to the next shall have the option to convert up to a maximum of (120) hours of BT to cash or until a minimum balance of (320) hours is reached. Any BT in excess of (320) hours after the cashout period has concluded will be forfeited. To qualify for cashout, employees must follow the appropriate BT selection protocols provided by the County. Under this Section, employees cannot cash out BT below a minimum balance of (320) hours after cashout is exercised or exceed the annual (120) hour BT cashout maximum per year.

C. BT Forfeiture or Pre-Approved Carryover. Failure to use BT beyond the

maximum accrual amounts as provided in Sections A and B above as of April 1st will result in forfeiture of the BT beyond the maximum amount, unless the Division Director (or designee) has approved a carryover of such BT because of cyclical workloads, work assignments or other reasons as may be in the best interest of the County.

SECTION 9. BT CASHOUT UPON EMPLOYMENT SEPARATION. Upon employment

separation, an employee in a comprehensive leave eligible position, may upon separation have the ability to cash out their BT accruals as stated herein so long as the employee is leaving employment in good standing (i.e. not terminated for cause or resignation in lieu of discharge) or separated due to an unsuccessful probation. The County may approve an exception and allow BT to be used or cashed out if there is a termination for cause or unsuccessful probation at its discretion.

A. For eligible employees with an adjusted service date on or before June 30, 2023, the employee shall be allowed to cash out a maximum four hundred eighty (480) hours of their BT accruals at one hundred percent (100%) of the employee's base hourly rate of pay plus merit pay, if applicable, in effect upon the date of leaving County employment, less mandatory withholdings. BT cashout may be modified by Voluntary Employee Beneficiary Association (VEBA) plan selection of the bargaining unit. BT accruals above 480 hours will be forfeited and not subject to cashout upon separation.

B. For eligible employees with an adjusted service date on or after July 1, 2023, the employee shall be allowed to cashout a maximum of three-hundred-twenty (320) hours of their BT accruals at one-hundred percent (100%) of the employee's base hourly rate of pay plus merit pay, if applicable, in effect upon the date of leaving County employment, less mandatory withholdings. BT cashout may be modified by Voluntary Employee Beneficiary Association (VEBA) plan selection of the bargaining unit. BT accruals above 320 hours will be forfeited and not subject to cashout upon separation.

SECTION 10. PAID SICK LEAVE UPON EMPLOYMENT SEPARATION. In

accordance with Coalition Labor Agreement 31.2, as amended, 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. **Upon Retirement or Death.** 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, 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. Sick leave cashout may be modified by Voluntary Employee Beneficiary Association (VEBA) plan selection of the bargaining unit. 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.



Signature Report

Ordinance

Proposed No. 2025-0350.1

Sponsors Quinn

1 AN ORDINANCE relating to the sale of environmental
2 attributes held by the county; authorizing the county to
3 enter into an agreement for the sale of environmental
4 attributes related to biomethane produced at the Cedar Hills
5 regional landfill to Karbone Inc.

6 STATEMENT OF FACTS:

- 7 1. The solid waste division of the department of natural resources and
8 parks operates the Cedar Hills regional landfill, located in Maple Valley,
9 Washington, which receives over 800 thousand tons of municipal solid
10 waste each year.
- 11 2. The breakdown of organic matter at the landfill generates landfill
12 biogas as part of the natural decomposition of waste over time when
13 buried underground. Landfill biogas generally is composed of 45% to
14 60% methane.
- 15 3. Landfill biogas can be processed to generate a high concentration
16 methane gas that meets natural gas pipeline standards. Purified methane
17 gas is also known as renewable natural gas, which is a direct substitute for
18 geologic natural gas. The renewable natural gas includes biomethane gas
19 molecules.

- 20 4. In addition to the biomethane energy content of the renewable natural
21 gas, the beneficial use of the landfill biogas as a byproduct of the landfill
22 decomposition process provides significant greenhouse-gas reduction and
23 other environmental benefits when compared to the consumption of fossil
24 fuel-derived natural gas. Those environmental benefits, as an extension of
25 the energy content, are recognized as environmental attributes.
- 26 5. Environmental attributes related to renewable energy or other
27 characteristics of a resource that are distinguished from the biomethane
28 commodity can have financial value related to both mandatory
29 environmental requirements and voluntary markets.
- 30 6. Bio Energy (Washington), LLC, ("Bio Energy") constructed a facility
31 at the Cedar Hills regional landfill that can purify landfill biogas into
32 biomethane. In 2011, Bio Energy began to purify landfill biogas from the
33 Cedar Hills regional landfill into pipeline-quality biomethane and inject
34 the gas into the natural gas pipeline adjacent to the landfill.
- 35 7. Ordinance 19959 authorized the purchase of the landfill gas processing
36 facility by King County from Bio Energy, and resolved all legal disputes
37 between Bio Energy and King County.
- 38 8. The local natural gas utility, Puget Sound Energy ("PSE"), through
39 Ordinance 19967 authorized the purchase of all biomethane gas produced
40 at the Cedar Hills gas processing facility.
- 41 9. Ordinance 19967 between King County and PSE also includes
42 specified annual purchases by PSE of environmental attributes associated

with biomethane gas produced by the Cedar Hills gas processing facility,
at volumes below the total estimated available environmental attributes
associated with the Cedar Hills pipeline quality biomethane production.

10. Karbone Inc. ("Karbone") has been a service provider for energy
transition and environmental commodity markets since 2008. Karbone
acts as a marketer that buys and sells commodities across energy markets
to meet client financial and risk management needs. Through energy
markets, Karbone transacts on average over 2 billion US dollars per year,
including over 250 million gallons of renewable fuels and associated
environmental attributes through both regulatory compliance and
voluntary markets.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. Findings:

A. Under K.C.C. 4.56.250, the provisions of K.C.C. chapter 4.56 are waived for
sales or transfers of ownership, rights, title, or interests in emissions credits, offsets or
allowances or renewable energy certificates, credits, or benefits, environmental air
quality credits and any similar rights, title or interests held by the county when such sales
are in the best interests of the public and are authorized by the King County council.

B. A sale to Karbone Inc. ("Karbone") of a portion of the environmental
attributes associated with the Cedar Hills biogas processing facility is in the best interests
of the public because the market for the sale of environmental attributes associated with
biomethane is highly specialized and is subject to market variability. The agreement with
Karbone will facilitate the sales of these environmental attributes into different markets

66 based on market conditions. The agreement with Karbone will generate revenue that can
67 be used to offset debt and other costs associated with operating the Cedar Hills biogas
68 processing facility, and the agreement will support the decarbonization of the natural gas
69 supply system in King County and in other geographic areas that purchase environmental
70 attributes from King County.

71 SECTION 2. The King County executive is hereby authorized to execute a base
72 contract and all related documents for the sale and purchase of environmental attributes
73 with Karbone Inc. substantially in the form of Attachment A to this ordinance.

74 SECTION 3. Moneys from the sale of environmental attributes under section 2 of
75 this ordinance shall be allocated to the solid waste division. The revenue from the
76 environmental attributes shall be used to offset debt and operating costs associated with
77 the acquisition of the Cedar Hills biogas processing facility. Revenue beyond that needed

- 78 for the debt service and operating costs may be spent on other solid waste division
79 purposes.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

APPROVED this ____ day of _____, ____.

Girmay Zahilay, County Executive

Attachments: A. Environmental Attribute Purchase and Sale Agreement Related to the Cedar Hills
Biogas Processing Facility

Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: , 202X

The parties to this Base Contract are the following:

PARTY A Karbhone Energy, LLC	PARTY NAME	PARTY B King County, through its Department of Natural Resources and Parks – Solid Waste Division
675 Third Avenue, 31st Floor, New York, NY 10017	ADDRESS	201 S. Jackson St, Suite 6400 Seattle, WA 98104
www.karbhone.com	BUSINESS WEBSITE	https://kingcounty.gov/en/dept/dnrp/waste-services/garbage-recycling-compost/about
	CONTRACT NUMBER	
11-903-7699	D-U-N-S® NUMBER	957152549
☒ US FEDERAL: 87-3055885 ☐ OTHER:	TAX ID NUMBERS	☒ US FEDERAL: 91-6001327 ☐ OTHER:
Delaware	JURISDICTION OF ORGANIZATION	Washington
☐ Corporation ☒ LLC ☐ Limited Partnership ☐ Partnership ☐ LLP ☐ Other: _____	COMPANY TYPE	☐ Corporation ☐ LLC ☐ Limited Partnership ☐ Partnership ☐ LLP ☒ Other: A home rule charter county and political subdivision of the State of Washington
	GUARANTOR (IF APPLICABLE)	
CONTACT INFORMATION		
Karbhone Energy LLC ATTN: <u>Settlements</u> TEL#: <u>646-291-2900</u> FAX#: _____ EMAIL: <u>settlements@karbhone.com</u>	▪ COMMERCIAL	King County Solid Waste Division ATTN: <u>Lindy Honaker</u> TEL#: <u>206-263-6739</u> FAX#: _____ EMAIL: <u>lhonaker@kingcounty.gov</u>
Karbhone Energy LLC ATTN: <u>Settlements</u> TEL#: <u>646-291-2900</u> FAX#: _____ EMAIL: <u>settlements@karbhone.com</u>	▪ SCHEDULING	King County Solid Waste Division ATTN: <u>Lindy Honaker</u> TEL#: <u>206-263-6739</u> FAX#: _____ EMAIL: <u>lhonaker@kingcounty.gov</u>
Karbhone Energy LLC ATTN: <u>Accounting</u> TEL#: <u>646-291-2900</u> FAX#: _____ EMAIL: <u>accounting@karbhone.com</u>	▪ CONTRACT AND LEGAL NOTICES	King County Solid Waste Division ATTN: <u>Lindy Honaker</u> TEL#: <u>206-263-6739</u> FAX#: _____ EMAIL: <u>lhonaker@kingcounty.gov</u>
Karbhone Energy LLC ATTN: <u>Accounting</u> TEL#: <u>646-291-2900</u> FAX#: _____ EMAIL: <u>accounting@karbhone.com</u>	▪ CREDIT	King County Solid Waste Division ATTN: <u>Lindy Honaker</u> TEL#: <u>206-263-6739</u> FAX#: _____ EMAIL: <u>lhonaker@kingcounty.gov</u>
Karbhone Energy LLC ATTN: <u>Settlements</u> TEL#: <u>646-291-2900</u> FAX#: _____ EMAIL: <u>settlements@karbhone.com</u>	▪ TRANSACTION CONFIRMATIONS	King County Solid Waste Division ATTN: <u>Lindy Honaker</u> TEL#: <u>206-263-6739</u> FAX#: _____ EMAIL: <u>lhonaker@kingcounty.gov</u>
ACCOUNTING INFORMATION		
Karbhone Energy LLC ATTN: <u>Accounting</u> TEL#: <u>646-291-2900</u> FAX#: _____ EMAIL: <u>accounting@karbhone.com</u>	▪ INVOICES ▪ PAYMENTS ▪ SETTLEMENTS	King County Solid Waste Division ATTN: <u>Nebi Tekle</u> TEL#: <u>206-477-0784</u> FAX#: _____ EMAIL: <u>ntekle@kingcounty.gov</u>
BANK: <u>East West Bank</u> ABA: <u>322070381</u> ACCT: <u>8003296863</u> OTHER DETAILS: _____	WIRE TRANSFER NUMBERS (IF APPLICABLE)	BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____
BANK: <u>East West Bank</u> ABA: <u>322070381</u> ACCT: <u>8003296863</u> OTHER DETAILS: _____	ACH NUMBERS (IF APPLICABLE)	BANK: _____ ABA: _____ ACCT: _____ OTHER DETAILS: _____
ATTN: _____ ADDRESS: _____	CHECKS (IF APPLICABLE)	ATTN: _____ ADDRESS: _____

Base Contract for Sale and Purchase of Natural Gas

(Continued)

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

Section 1.2 Transaction Procedure ☐ Oral (default) OR ☒ Written	Section 10.2 Additional Events of Default ☒ No Additional Events of Default (default) ☐ Indebtedness Cross Default ☐ Party A: _____ ☐ Party B: _____ ☐ Transactional Cross Default
Section 2.7 Confirm Deadline ☐ 2 Business Days after receipt (default) OR ☐ _____ Business Days after receipt	
Section 2.8 Confirming Party ☐ Seller (default) OR ☐ Buyer	
Section 3.2 Performance Obligation ☒ Cover Standard (default) OR ☐ Spot Price Standard	Section 10.3.1 Early Termination Damages ☐ Early Termination Damages Apply (default) OR ☒ Early Termination Damages Do Not Apply
Note: The following Spot Price Publication applies to both of the immediately preceding.	
Section 2.31 Spot Price Publication ☒ Gas Daily Midpoint (default) OR ☐ _____	Section 10.3.2 Other Agreement Setoffs ☒ Other Agreement Setoffs Apply (default) ☒ Bilateral (default) ☐ Triangular OR ☐ Other Agreement Setoffs Do Not Apply
Section 6 Taxes ☒ Buyer Pays At and After Delivery Point (default) OR ☐ Seller Pays Before and At Delivery Point	
Section 7.2 Payment Date ☒ 25 th Day of Month following Month of delivery (default) OR ☐ Day of Month following Month of delivery	Section 15.5 Choice Of Law <u>Washington</u>
Section 7.2 Method of Payment ☒ Wire transfer (default) ☐ Automated Clearinghouse Credit (ACH) ☐ Check	Section 15.10 Confidentiality ☐ Confidentiality applies (default) OR ☒ Confidentiality does not apply
Section 7.7 Netting ☒ Netting applies (default) OR ☐ Netting does not apply	
☐ Special Provisions Number of sheets attached: _____ ☐ Addendum(s): _____	

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

Karbone Energy, LLC	PARTY NAME	King County, through its Department of Natural Resources and Parks – Solid Waste Division
	SIGNATURE	
Jonathan Burnston	PRINTED NAME	Rebecca Singer
Managing Director	TITLE	Solid Waste Division Director

General Terms and Conditions

Base Contract for Sale and Purchase of Natural Gas

SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.9.

The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.

Oral Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract.

SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "Additional Event of Default" shall mean Transactional Cross Default or Indebtedness Cross Default, each as and if selected by the parties pursuant to the Base Contract.

2.2. "Affiliate" shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of at least 50 percent of the voting power of the entity or person.

- 2.3. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.
- 2.4. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.
- 2.5. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).
- 2.6. "Business Day(s)" shall mean Monday through Friday, excluding Federal Banking Holidays for transactions in the U.S.
- 2.7. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.
- 2.8. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.
- 2.9. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation, all of which shall form a single integrated agreement between the parties.
- 2.10. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.
- 2.11. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.
- 2.12. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.
- 2.13. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as cash, an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, guaranty, or other good and sufficient security of a continuing nature.
- 2.14. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.
- 2.15. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.
- 2.16. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.
- 2.17. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.
- 2.18. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.
- 2.19. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.
- 2.20. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.21. "Guarantor" shall mean any entity that has provided a guaranty of the obligations of a party hereunder.
- 2.22. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.
- 2.23. "Indebtedness Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it or its Guarantor, if any, experiences a default, or similar condition or event however therein defined, under one or more agreements or instruments, individually or collectively, relating to indebtedness (such indebtedness to include any obligation whether present or future, contingent or otherwise, as principal or surety or otherwise) for the payment or repayment of borrowed money in an aggregate amount greater than the threshold specified in the Base Contract with respect to such party or its Guarantor, if any, which results in such indebtedness becoming immediately due and payable.
- 2.24. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.

- 2.25. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.
- 2.26. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.
- 2.27. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.
- 2.28. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.
- 2.29. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.
- 2.30. "Specified Transaction(s)" shall mean any other transaction or agreement between the parties for the purchase, sale or exchange of physical Gas, and any other transaction or agreement identified as a Specified Transaction under the Base Contract.
- 2.31. "Spot Price" as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.
- 2.32. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.
- 2.33. "Transactional Cross Default" shall mean if selected on the Base Contract by the parties with respect to a party, that it shall be in default, however therein defined, under any Specified Transaction.
- 2.34. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.
- 2.35. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

SECTION 3. PERFORMANCE OBLIGATION

3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or Interruptible basis, as agreed to by the parties in a transaction.

The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.

Cover Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s) excluding any quantity for which no replacement is available; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s) excluding any quantity for which no sale is available; and (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available for all or any portion of the Contract Quantity of Gas, then in addition to (i) or (ii) above, as applicable, the sole and exclusive remedy of the performing party with respect to the Gas not replaced or sold shall be an amount equal to any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the quantity of such Gas not replaced or sold. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

Spot Price Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall

be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.

Buyer Pays At and After Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

Seller Pays Before and At Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed without undue delay. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and assume any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 15.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury (including death) or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury (including death) or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. The parties agree that the delivery of and the transfer of title to all Gas under this Contract shall take place within the Customs Territory of the United States (as defined in general note 2 of the Harmonized Tariff Schedule of the United States 19 U.S.C. §1202, General Notes, page 3); provided, however, that in the event Seller took title to the Gas outside the Customs Territory of the United States, Seller represents and warrants that it is the importer of record for all Gas entered and delivered into the United States, and shall be responsible for entry and entry summary filings as well as the payment of duties, taxes and fees, if any, and all applicable record keeping requirements.

8.5. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payment instructions, and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder shall be in writing and may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

9.4. The party receiving a commercially acceptable Notice of change in payment instructions or other payment information shall not be obligated to implement such change until ten Business Days after receipt of such Notice.

SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y or its Guarantor, if applicable), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount, for a term, and from an issuer, all as reasonably acceptable to X, including, but not limited to cash, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or guaranty. Y hereby grants to X a continuing first priority security interest in, lien on, and right of setoff against all Adequate Assurance of Performance in the form of cash transferred by Y to X pursuant to this Section 10.1. Upon the return by X to Y of such Adequate Assurance of Performance, the security interest and lien granted hereunder on that Adequate Assurance of Performance shall be released automatically and, to the extent possible, without any further action by either party.

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its Guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; or ix) be the affected party with respect to any Additional Event of Default; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is legally permissible, and upon termination shall be a Terminated Transaction and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.

Early Termination Damages Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

Early Termination Damages Do Not Apply:

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.

Other Agreement Setoffs Apply:**Bilateral Setoff Option:**

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff any Net Settlement Amount against (i) any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; and (ii) any amount(s) (including any excess cash margin or excess cash collateral) owed or held by the party that is entitled to the Net Settlement Amount under any other agreement or arrangement between the parties.

Triangular Setoff Option:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option, and without prior Notice to the Defaulting Party, the Non-Defaulting Party is hereby authorized to setoff (i) any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract; (ii) any Net Settlement Amount against any amount(s) (including any excess cash margin or excess cash collateral) owed by or to a party under any other agreement or arrangement between the parties; (iii) any Net Settlement Amount owed to the Non-Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Non-Defaulting Party or its Affiliates to the Defaulting Party under any other agreement or arrangement; (iv) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party to the Non-Defaulting Party or its Affiliates under any other agreement or arrangement; and/or (v) any Net Settlement Amount owed to the Defaulting Party against any amount(s) (including any excess cash margin or excess cash collateral) owed by the Defaulting Party or its Affiliates to the Non-Defaulting Party under any other agreement or arrangement.

Other Agreement Setoffs Do Not Apply:

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount against any margin or other collateral held by a party in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of the Net Settlement Amount, provided that failure to give such Notice shall not affect the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount as well as any setoffs applied against such amount pursuant to Section 10.3.2, shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount as adjusted by setoffs, shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars, or acts of terror; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having

jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Contract; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6, Section 10, Section 13, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

SECTION 14. MARKET DISRUPTION

If a Market Disruption Event has occurred then the parties shall negotiate in good faith to agree on a replacement price for the Floating Price (or on a method for determining a replacement price for the Floating Price) for the affected Day, and if the parties have not so agreed on or before the second Business Day following the affected Day then the replacement price for the Floating Price shall be determined within the next two following Business Days with each party obtaining, in good faith and from non-affiliated market participants in the relevant market, two quotes for prices of Gas for the affected Day of a similar quality and quantity in the geographical location closest in proximity to the Delivery Point and averaging the four quotes. If either party fails to provide two quotes then the average of the other party's two quotes shall determine the replacement price for the Floating Price. "Floating Price" means the price or a factor of the price agreed to in the transaction as being based upon a specified index. "Market Disruption Event" means, with respect to an index specified for a transaction, any of the following events: (a) the failure of the index to announce or publish information necessary for determining the Floating Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading on the exchange or market acting as the index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the index; or (e) both parties agree that a material change in the formula for or the method of determining the Floating Price has occurred. For the purposes of the calculation of a replacement price for the Floating Price, all numbers shall be rounded to three decimal places. If the fourth decimal number is five or greater, then the third decimal number shall be increased by one and if the fourth decimal number is less than five, then the third decimal number shall remain unchanged.

SECTION 15. MISCELLANEOUS

15.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No

assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or Affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

15.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

15.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

15.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

15.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

15.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

15.7. There is no third party beneficiary to this Contract.

15.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

15.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

15.10. Unless the parties have elected on the Base Contract not to make this Section 15.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any transaction, (iv) to the extent necessary to comply with a regulatory agency's reporting requirements including but not limited to gas cost recovery proceedings; or (v) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure, and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

15.11. The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties

15.12. Any original executed Base Contract, Transaction Confirmation or other related document may be digitally copied, photocopied, or stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement, if introduced as evidence on paper, the Transaction Confirmation, if introduced as evidence in automated facsimile form, the recording, if introduced as evidence in its original form, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party shall object to the admissibility of the recording, the Transaction Confirmation, or the Imaged Agreement on the basis that such were not originated or maintained in documentary form. However, nothing herein shall be construed as a waiver of any other objection to the admissibility of such evidence.

DISCLAIMER: The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. **NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.**

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

EXHIBIT A

EXAMPLE: REPLACE WITH REVISED TRANSACTION CONFIRMS

Letterhead/Logo	Date: _____, ____ Transaction Confirmation #: _____			
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.				
SELLER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____	BUYER: _____ _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporter: _____ Transporter Contract Number: _____			
Contract Price: \$_____/MMBtu or _____				
Delivery Period: Begin: _____, ____ End: _____, ____				
Performance Obligation and Contract Quantity: (Select One) <table style="width: 100%;"> <tr> <td style="width: 33%; vertical-align: top;"> Firm (Fixed Quantity): _____ MMBtus/day ☐ EFP </td> <td style="width: 33%; vertical-align: top;"> Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of ☐ Buyer or ☐ Seller </td> <td style="width: 33%; vertical-align: top;"> Interruptible: Up to _____ MMBtus/day </td> </tr> </table>		Firm (Fixed Quantity): _____ MMBtus/day ☐ EFP	Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of ☐ Buyer or ☐ Seller	Interruptible: Up to _____ MMBtus/day
Firm (Fixed Quantity): _____ MMBtus/day ☐ EFP	Firm (Variable Quantity): _____ MMBtus/day Minimum _____ MMBtus/day Maximum subject to Section 4.2. at election of ☐ Buyer or ☐ Seller	Interruptible: Up to _____ MMBtus/day		
Delivery Point(s): _____ (If a pooling point is used, list a specific geographic and pipeline location):				
Special Conditions:				
Seller: _____ By: _____ Title: _____ Date: _____	Buyer: _____ By: _____ Title: _____ Date: _____			

**SPECIAL PROVISIONS TO
BASE CONTRACT FOR SALE AND PURCHASE OF NATURAL GAS**

King County, through its Department of Natural Resources and Parks – Solid Waste Division and Karbone Energy LLC hereby agree effective as of [Date] to amend, modify and supplement the NAESB Standard 6.3.1 Base Contract for Sale and Purchase of Natural Gas (“Base Contract”) dated the same date between the parties hereto with the following special provisions (“Special Provisions”). All capitalized terms not otherwise defined herein shall have the meaning set forth in the Base Contract.

SECTION 1. PURPOSES AND PROCEDURES

- Section 1.3 shall be amended by revising clause (i) in the last sentence to read “a binding Transaction Confirmation agreed by the parties pursuant to Section 1.2 or deemed to be agreed under this Section 1.3.”

- Section 1.4 shall be amended by inserting the following language immediately before the last sentence thereof:

“Telephonic recordings may be relied upon to resolve any differences provided that a true and complete copy is made available to the other party. No party may knowingly destroy or erase a recording once the possessing party becomes aware of an actual dispute in which the recording may reasonably be anticipated to be discoverable.”

- The following new Section 1.5 shall be added:

“1.5. The parties agree that the term “EDI,” as defined in Section 2.17, shall be modified to include any electronic communication used by the parties to indicate the parties’ agreement to a transaction, and the terms and provisions thereof, or to transmit a Transaction Confirmation to the other party, including, without limitation, instant messages, emails, and other electronic communications. The parties agree that (i) any EDI used to indicate the parties’ agreement to a transaction or the terms thereof shall be treated in the same manner as a telephone conversation or a recorded telephone call for all purposes under this Base Contract including, without limitation, for purposes of recording, consent to recording, evidence of an agreement between the parties with respect to a transaction, the conflict hierarchy under Section 1.3, and Section 2.9, and (ii) any printed record of an EDI communication shall be treated in the same manner as a recorded telephone call for purposes of this Base Contract.”

SECTION 2. DEFINITIONS

- The following sentence shall be added to the end of Section 2.9:

“In the absence of the foregoing agreement concerning the components making up the “Contract,” and their treatment as a single integrated agreement, the parties would not have entered into any transactions under the Base Contract.”

- Section 2.12 is hereby amended by deleting the parenthetical phrase “(or an alternate fuel if elected by Buyer and replacement Gas is not available),” from the definition of Cover Standard.

- The following new Section 2.36 shall be added:

“As used in Section 10.3.1, “Costs’ means any of the following, but only to the extent they are reasonable, direct and actual, and further to the extent they are specifically related to the Terminated Transactions and are not otherwise incorporated into the Net Settlement Amount: (a) costs and expenses associated with transportation, gathering, or storage incurred by the Non-Defaulting Party which cannot be avoided through the Non-Defaulting Party’s reasonable efforts; (b) brokerage fees, unwinding costs, commissions and other similar costs and expenses incurred by the Non-Defaulting Party either in (i) terminating any hedges of any Firm obligations under the Terminated Transactions or (ii) entering into new Firm arrangements that replace the Terminated

Transactions and new hedges that replace any hedges of the Firm obligations that were terminated; and (c) attorneys' fees and court costs incurred by the Non-Defaulting Party in connection with enforcing its rights."

- The following new Section 2.37 shall be added:

"“Merger Event” means, with respect to a party or if applicable, its Guarantor, that such party consolidates or amalgamates with, or merges into or with, or transfers substantially all of its assets to another entity and (i) the resulting entity fails to assume all of the obligations of such party or other entity hereunder, or (ii) the benefits of any credit support provided pursuant to or related to this Contract fail to extend to the performance by such resulting, surviving or transferee entity of its obligations hereunder, or (iii) the resulting entity's creditworthiness is materially weaker than that of such party or other entity immediately prior to such action."

SECTION 6. TAXES

- Section 6. Taxes – Buyer Pays At and After Delivery Point shall be amended by adding the phrase “prior to the due date of the applicable tax return” at the end of the last sentence thereof.
- Section 6. Taxes – Buyer Pays At and After Delivery Point shall be further amended by adding the following sentence at the end of such Section:

“Notwithstanding the preceding, for the avoidance of doubt, Seller shall in all cases bear any income, margin or franchise tax assessed with respect to the proceeds of sale of Gas under this Agreement.”

SECTION 7. BILLING, PAYMENT AND AUDIT

- Section 7.2 is amended by adding “Except as set forth in Section 3.2,” at the beginning.

SECTION 8. TITLE, WARRANTY AND INDEMNITY

- Section 8.1 shall be amended by adding the words “at and” between “Gas” and “after” in the third sentence.
- Section 8.3 shall be amended by adding the words “at and” between “attach” and “after” in the second sentence.

SECTION 10. FINANCIAL RESPONSIBILITY

- Section 10.1 is amended by replacing the second sentence of such section with the following:

“Adequate Assurance of Performance” shall mean sufficient security in the form, amount, for the term and from an issuer, all as reasonably acceptable to X, including, but not limited to, cash, a standby irrevocable letter of credit, a prepayment, or a guaranty. The amount of Adequate Assurance of Performance shall be determined based upon X's reasonable good faith estimate of its maximum net financial exposure to Y at any given time for transactions subject to this Contract. Each party agrees that notwithstanding any provisions of law relating to adequate assurance of future performance, including, without limitation, any applicable statutory enactment of Article 2-609 of the Uniform Commercial Code, the parties shall only be entitled to request Adequate Assurance of Performance as specifically provided herein.”

- Section 10.1 is further modified by adding the following at the end of such Section:

“Upon request by either party, within 120 days after the end of each fiscal year the other non-requesting party will provide its, or, if it has a Guarantor, its Guarantor's, annual audited financial statements prepared in accordance with generally accepted accounting principles or international financial reporting standards fairly presenting the financial condition of the applicable entity; provided, however, in the event such entity is required

to make its annual audited financial statements available to the public, then the other party shall use public sources to obtain the information.”

- Section 10.2 is amended by:
 - (a) adding the phrase “, provided that such amount is not the subject of a bona fide dispute pursuant to Section 7.4” immediately after “such payment is due”, in line (9);
 - (b) deleting word “or” in front of “(ix) in line (9);
 - (c) adding the phrase “ (x) be the subject of a Merger Event; or (xi) with respect to a party’s Guarantor only, the failure of such Guarantor’s guaranty to be in full force and effect for purposes of this Contract (other than in accordance with its terms) prior to the satisfaction of all obligations of such party under each transaction to which such guaranty shall relate;” before “then the other party” in line (10); and
 - (d) adding the phrase “, provided that no suspension of performance shall continue for more than ten (10) Days unless an Early Termination Date has been declared and the Defaulting Party has been given Notice thereof in accordance with Section 10.3.” before “.” at the end of the section.

- Section 10.5 is deleted in its entirety and replaced with the following:

“10.5 (a) The parties understand and agree that (i) transaction(s) hereunder constitute “forward contracts” within the meaning of title 11 of the United States Bankruptcy Code (the “Bankruptcy Code”); (ii) each of the parties is a “forward contract merchant” within the meaning of the Bankruptcy Code with respect to any transactions that constitute “forward contracts”; (iii) all payments made or to be made by one party to the other party pursuant to this Contract constitute “settlement payments” or “transfers” within the meaning of the Bankruptcy Code; (iv) all transfers of credit support by one party to the other party under this Contract constitute “margin payments” or “transfers” within the meaning of the Bankruptcy Code; (v) under Section 10 “Financial Responsibility” of this Contract, each party has a “contractual right to liquidate” the transactions within the meaning of Section 556 of the Bankruptcy Code, and (vi) if the parties have elected to have Section 7.7, Netting, apply to this Contract, then (1) this Contract constitutes a “master netting agreement” within the meaning of the Bankruptcy Code and (2) each party is deemed as a “master netting agreement participant” within the meaning of the Bankruptcy Code.

(b)for purposes of this Contract, neither party is a “utility” as such term is used in Section 366 of the Bankruptcy Code, and each party agrees to waive and not to assert the applicability of the provisions of said Section 366 in any bankruptcy proceeding wherein such party is a debtor. In any such proceeding, each party further agrees to waive the right to assert that the other party is a provider of last resort.

(c)each party shall be entitled to exercise its rights and remedies, as set forth under this Contract, in accordance with the safe harbor provisions of the Bankruptcy Code, including without limitation those in Sections 362(b)(6), 546(e), 548(d)(2), 553(b)(1), 556 and 561 thereof.”

- Section 10.6 is amended by adding the phrase “other than as a result of the occurrence of the Early Termination Date” at the end of the second sentence.

SECTION 11. FORCE MAJEURE:

- Section 11.1 is amended by adding the following after the words “claiming suspension” and before “, as further defined” in the last sentence thereof: “or its Affiliates and such cause could not reasonably have been foreseen and avoided by the party claiming suspension or its Affiliates”.

SECTION 12: TERM

- Section 12 is amended by adding “Section 6” and “Section 15.10 (for one year),” to the list of Sections in the second sentence and by adding the following after the first sentence: “Notwithstanding the foregoing, the Base Contract shall terminate three (3) years after effective date unless earlier terminated pursuant to its terms, provided that the Base Contract may be extended for two (2) successive one-year terms upon mutual agreement of the parties at least thirty (30) days prior to the end of the then-effective term.”

SECTION 14: MARKET DISRUPTION

- Section 14 is amended by deleting clause (e) and replacing it with the following:

“(e) both parties, each acting commercially reasonably, agree that a material change in the formula for or the method of determining the Floating Price has occurred, or that a material change in market conditions has occurred which has not yet been adequately addressed by the applicable index.”

SECTION 15. MISCELLANEOUS:

- The following text shall be added to the end of Section 15.5:

“EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.”

- Section 15.10 is amended by:

(a) deleting the parenthetical in line (2) and replacing it with the following: “(other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or the party’s Affiliates and the Affiliates’ employees, lenders, royalty owners, counsel, accountants and other agents, or prospective purchasers of all or substantially all of a party’s assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential)”;

(b) deleting the word “or” in line (7); and

(c) adding the phrase “(vi) information that is or becomes generally available to the public other than as a result of a disclosure by the receiving party, (vii) information that was already in a party’s files on a non-confidential basis prior to disclosure.” after the word “index” prior to the period in line (8).

- Add the following at the end of Section 15.10:

Notwithstanding the foregoing or any other provision of this Contract, Party A acknowledges that Party B, as a home rule charter county of Washington State, is subject to the Washington State Public Records Act, Ch. 42.56 RCW (the “PRA”), and Party A agrees that Party B shall not be in breach of this Contract or have any liability whatsoever under this Contract or otherwise for any claims or causes of action whatsoever resulting from or arising out of Party B’s copying or releasing to a third party any of the information of Party A when ordered or instructed to do so by a court of competent jurisdiction, or when, in the professional judgment of Party B’s counsel, Party B is compelled to permit such disclosure or copying or else risk civil liability, provided, however, that Party B shall, to the maximum extent permitted by law, (i) provide timely notice to Party A of any public records request, claim or action reasonably placing at risk the release of any information of Party A, (ii) permit Party A to intervene therein, or initiate an action to enjoin release of such information, at Party A’s own cost and expense, and (iii) permit Party A to propose certain redactions to any responsive materials solely if and to the extent that, in the professional judgment of Party B’s counsel, such redactions are permitted by the PRA and applicable law.

- Add the following as the new Section 15.13:

“15.13 Standard of Review:

(a) Absent the agreement of all parties to the proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Contract, whether proposed by a party (to the extent that any waiver in subsection (b) below is unenforceable or ineffective as to such party), a non-party or FERC acting *sua sponte*, shall solely be the “public interest” application of the “just and reasonable” standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) (the “Mobile-Sierra” doctrine), and clarified in *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish*, 554 U.S. 527, 128 S. Ct. 2733 (2008) and *NRG Power Mktg., LLC v. Me. Pub. Utils. Comm’n*, 558 U.S. 165, 130 S. Ct. 693 (2010).

(b) In addition, and notwithstanding the foregoing subsection (a), to the fullest extent permitted by applicable law, each party, for itself and its successors and assigns, hereby expressly and irrevocably waives any rights it can or may have, now or in the future, to seek to obtain from FERC by any means, directly or indirectly (through complaint, investigation or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, an order from FERC changing any section or transaction of or under this Contract specifying the rate, charge, classification, or other term or condition agreed to by the parties, it being the express intent of the parties that, to the fullest extent permitted by applicable law, neither party shall unilaterally seek to obtain from FERC any relief changing the rate, charge, classification, or other term or condition of this Contract, notwithstanding any subsequent changes in applicable law or market conditions that may occur.”

- Add the following as the new Section 15.14:

“15.14. (i) Eligible Contract Participant. At the time of each transaction entered into under this Contract, each party represents to the other party that it is an eligible contract participant as defined in Section 1a(18) of the U.S. Commodity Exchange Act (“CEA”) and CFTC Regulations promulgated thereunder (an “ECP”).

(ii) Commodity Trade Option. With respect to each transaction that is a Commodity Trade Option, as of the date the transaction is entered into:

(a) The party that is the offeree represents that: (i) it is a producer, processor, commercial user of, or merchant handling, the commodity that is the subject of the Commodity Trade Option, or the products or byproducts thereof; (ii) it is entering into the Commodity Trade Option solely for purposes related to its business as such; and

(b) Each party represents to the other that the Commodity Trade Option, if exercised, contains a binding obligation that results in the sale of the specified nonfinancial commodity for immediate or deferred shipment or delivery.

For purposes of this Contract:

“CFTC” means the U.S. Commodity Futures Trading Commission.

“CFTC Regulations” means the rules, regulations, orders and interpretations published or issued by the CFTC.

“Commodity Trade Option” means a commodity option (as that term is defined in CFTC Regulation 1.3(hh)) entered into pursuant to CFTC Regulation 32.3(a).”

- Add new Section 15.15 as follows:

Venue; Jurisdiction. Venue for any suit, legal action or other legal proceeding arising out of or relating to this Contract shall be in the Superior Court of Washington for King County or the United States District Court for the Western District of Washington and located in Seattle. Each party consents to the jurisdiction of any such court in any such suit, action or proceeding and waives any objection or defense which such party may have to the laying of venue of any such suit, action or proceeding in any such court, including the defense of an inconvenient forum to the maintenance in such court of such suit, action or proceeding. The parties agree that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or by any other manner provided by law. Except as otherwise expressly provided in this Contract, each party shall pay its own attorneys' fees and costs in connection with any legal action hereunder.

- Add the following as Section 15.16:

This Contract shall be considered for all purposes as prepared through the joint efforts of the parties and shall not be construed against one party or the other as a result of the manner in which this Contract was negotiated, prepared, drafted or executed.

[signature page(s) follow(s)]

IN WITNESS WHEREOF, the parties have caused these Special Provisions to be duly executed as of the Effective Date.

**King County, through its Department of Natural
Resources and Parks – Solid Waste Division**

Karbone Energy LLC

By: _____

By: _____

Name: Rebecca Singer

Name: Jonathan Burnston

Title: Solid Waste Division Director

Title: Managing Director

TRANSACTION CONFIRMATION



Trade Date: [N/A]

Contract: NAESB Base Contract dated [],
Karbhone Energy LLC / King County

This Transaction Confirmation (this "TC") is subject to the Base Contract, RNG Addendum and Special Provisions between Seller and Buyer dated [xxxxx xx], 202X.

The terms of this TC are binding upon execution by the Parties. Capitalized terms not otherwise defined in this TC have the meanings ascribed to such terms in the Base Contract.

BUYER:

Karbhone Energy LLC
675 Third Avenue, 31st Floor
New York, NY 10017

Attn: Commodities Group
 Email: accounting@karbone.com

Phone: (646) 291 2900

Base Contract No. _____

SELLER:

King County, through its Department of Natural Resources
and Parks – Solid Waste Division
201 S Jackson St, Suite 6400
Seattle, WA 98104

Attn: Lindy Honaker
 Email: lhonaker@kingcounty.gov

Phone: (206) 263-6739

Base Contract No. _____

Purpose:

This TC regards the sale and purchase of RNG, which includes associated Environmental Attributes. References to "Gas" in Section 3.2 of the Base Contract and the Special Provisions of the Base Contract will include "RNG" and apply to the RNG sale and purchase transactions addressed in this TC.

Contract Price:

The Contract Price for Environmental Attributes shall be paid by Buyer to Seller and shall equal (select one):

☐ The sum of the Gas Price and the Environmental Attribute Contract Price; or

☐ The Environmental Attribute Contract Price.

Gas Price: Per MMBtu delivered to Buyer, the midpoint shown in the Daily Price Survey as published in Platts Gas Daily on the date of delivery of such MMBtu, provided that notwithstanding the foregoing, the parties acknowledge and agree Buyer will be deemed to have delivered to Seller, an equivalent quantity of MMBtu's at the Buyer's delivery point as the Contract Quantity delivered hereunder, such that the physical/thermal Gas transactions contemplated hereby offset and no payment shall be due from either party for the Gas Price or for the physical/thermal value of the Gas.

Environmental Attribute Contract Price. [The Environmental Attribute Contract Price shall be provided and captured through transaction confirmations based on pricing provided to King County reflecting current market conditions and supported by Documentation available to the County at the time of payment. Marketing prices to be paid to Karbone for any and all attributes sold and purchased hereunder based on different attribute markets are detailed below.] For the applicable TC, the Environmental Attribute Contract Price shall be (select all that apply):

A. Renewable Thermal Certificate ("RTC") Contract Price. For RNG sold hereunder for which RTCs are generated in any Month, Buyer shall remit, in immediately available funds, the amount due to Seller for Seller's RTCs Share within thirty (30) days after Buyer's receipt of payment from the sale of RTCs generated from such RNG. Buyer shall make commercially reasonable efforts to monetize the RTCs within 45 days from the date of RTC generation. For example, the standard Seller's RTCs Share payment to Seller for Seller's June gas production volume will be paid by Buyer on or before the 14th of August.

☐ **Fixed Price.** Buyer shall pay Seller \$_____ per Renewable Thermal Certificate ("RTC") for Seller's RTC Share.

"Seller's RTC Share" shall mean, for each Month in which RTCs are generated and sold in connection with RNG sold and purchased hereunder, payment at the above price based on 95.5% of the total quantity of RTCs generated for such Month.

B. RIN Contract Price. For RNG sold hereunder for which D3 RINs are generated in any Month, Buyer shall remit, in immediately available funds, the amount due to Seller for Seller's RIN Share within thirty (30) days after Buyer's receipt of payment from the sale of D3 RINs generated from such RNG. Buyer shall make commercially reasonable efforts to monetize the D3 RINs within 45 days from the date of RIN generation. For example, the standard Seller's RIN Share payment to Seller for Seller's June gas production volume will be paid by Buyer on or before the 14th of August. Notwithstanding the foregoing, Seller and Buyer may mutually agree by electronic communication such as e-mail to delay RIN monetization in an attempt to increase the value of the RINs to both parties if "RIN Sales Price" is selected below. For the applicable TC, the price payable to Seller for RINs generated in any Month shall be (select one):

☐ **Fixed Price.** Buyer shall pay Seller \$ ____ per D3 K1 RIN for Seller's K1 RIN Share.

"**Seller's K1 RIN Share**" shall mean, for each Month in which D3 K1 RINs are generated and sold in connection with RNG sold and purchased hereunder, payment at the above price based on 96.5% of the total quantity of D3 K1 RINs generated for such Month.

☐ **RIN Index Price.** Buyer shall pay Seller the RIN Index Price for Seller's RIN Share.

"**Seller's RIN Share**" shall mean, for each Month in which RINs are generated and sold in connection with RNG sold and purchased hereunder, payment at the RIN Index Price based on **97.5%** of the total quantity of RINs generated for such month.

"**RIN Index Price**" shall mean the average D3 Cellulosic RIN price calculated on a [_____] basis for the applicable Month as listed on the [_____] Index (the "**RIN Index**"), less any direct third-party expenses reasonably incurred by Buyer for the generation and verification of such RINs. Buyer will provide documentation for all expenses deducted and will minimize such expenses if commercially reasonable, as determined by Buyer in its discretion.

☐ **RIN Sales Price.** Buyer shall pay Seller the RIN Sales Price for Seller's RIN Share.

"**Seller's RIN Share**" shall mean, for each Month in which RINs are generated and sold in connection with RNG sold and purchased hereunder, payment based on **97.5%** of the total quantity of RINs generated for such month.

"**RIN Sales Price**" used to calculate the amounts due and payable by Buyer to Seller for a given Month shall equal one hundred percent (100%) of the cash revenue realized by Buyer during such Month from the sale of D3 RINs associated with RNG delivered by Seller to Buyer under this TC less any direct third-party expenses reasonably incurred by Buyer for the generation, verification and sale of such RINs. Buyer will provide documentation for all expenses deducted and will minimize such expenses if commercially reasonable, as determined by Buyer in its discretion.

C. LCFS Contract Price. For RNG sold hereunder for which LCFS Credits are generated in any Month, Buyer shall remit, in immediately available funds, the amount due to Seller for Seller's LCFS Credit Share within thirty (30) days after Buyer's receipt of payment from the sale of LCFS Credits generated from such RNG. Buyer shall make commercially reasonable efforts to monetize the LCFS Credits within 45 days from the date of LCFS Credit generation. For example, the standard Seller's LCFS Credit Share payment to Seller for Seller's June gas production volume will be paid by Buyer on or before the 14th of August. Notwithstanding the foregoing, Seller and Buyer may mutually agree to delay LCFS Credit monetization in an attempt to increase the value of the LCFS Credits to both parties if "LCFS Credit Sales Price" is selected below. For the applicable TC, the price payable to Seller for LCFS Credits generated in any Month shall be (select one):

☐ **LCFS Credit Index Price.** Buyer shall pay Seller the LCFS Credit Index Price for Seller's LCFS Credit Share.

"**Seller's LCFS Credit Share**" shall mean, for each Month in which LCFS Credits are generated and sold in connection with RNG sold and purchased hereunder, payment based on **97.5%** of the total quantity of LCFS Credits generated for such month.

"**LCFS Credit Index Price**" shall mean the average LCFS Credit price calculated on a [_____] basis for the applicable Month as listed on the [_____] Index (the "**LCFS Index**"), less any direct third-party expenses reasonably incurred by Buyer for the generation and verification of such LCFS Credits. Buyer will provide documentation for all expenses deducted and will minimize such expenses if commercially reasonable, as determined by Buyer in its discretion.

☐ **LCFS Credit Sales Price.** Buyer shall pay Seller the LCFS Credit Sales Price for Seller's LCFS Credit Share.

"**Seller's LCFS Credit Share**" shall mean, for each Month in which LCFS Credits are generated and sold in connection with RNG sold and purchased hereunder, payment based on **97.5%** of the total quantity of LCFS Credits generated for such month.

“LCFS Credit Sales Price” used to calculate the amounts due and payable by Buyer to Seller for a given Month shall equal one hundred percent (100%) of the cash revenue realized by Buyer during such Month from the sale of LCFS Credits associated with RNG delivered by Seller to Buyer under this TC less any direct third-party expenses reasonably incurred by Buyer for the generation, verification and sale of such LCFS Credits. Buyer will provide documentation for all expenses deducted and will minimize such expenses if commercially reasonable, as determined by Buyer in its discretion.

Payment of the Seller’s LCFS Credit Share is contingent upon Buyer being able to utilize Environmental Attributes purchased under this TC, coupled with Gas, as Transportation Fuel in the state of California, Oregon, Washington, British Columbia (or other state or jurisdiction that has in force any program allowing the generation of carbon credits from the production and use of low carbon fuels), and the production and sale of LCFS Credits from such Environmental Attributes.

D. Other RNG Credit Contract Price. For RNG sold hereunder for which any other RNG Credit(s) are generated in any Month, Buyer shall remit, in immediately available funds, the amount due to Seller for Seller’s RNG Credit Share within thirty (30) days after Buyer’s receipt of payment from the sale of RNG Credits generated from such RNG. Buyer shall make commercially reasonable efforts to monetize the RNG Credits within 45 days from the date of RNG Credit generation. For example, the standard Seller’s RNG Credit Share payment to Seller for Seller’s June gas production volume will be paid by Buyer on or before the 14th of August.

☐ **Fixed Price.** Buyer shall pay Seller \$_____ per RNG Credit for Seller’s RNG Credit Share.

“Seller’s RNG Credit Share” shall mean, for each Month in which RNG Credits are generated and sold in connection with RNG sold and purchased hereunder, payment at the above price based on [_____] % of the total quantity of RNG Credits generated for such Month.

“RNG Credits” with respect to this TC shall mean renewable natural gas-related environmental attributes sold into markets that could include, but are not limited to: International Sustainability & Carbon Certification (ISCC) European Union system; maritime renewable natural gas or liquified natural gas; or any other renewable natural gas-related environmental attribute markets not included and/or that can be combined with the pricing structures as detailed in sections A., B., and C. of this section.

Delivery Period:

The **“Delivery Period”** shall begin on [_____] (“**Start Date**”) and continue through [_____] . This TC can be extended upon mutual agreement of the Parties, pursuant to the terms and conditions set forth in this TC.

Contract Quantity: Seller shall sell and Buyer shall purchase the Contract Quantity on the following basis (select one):

☐ **Firm (Fixed Quantity):** _____ MMBtu/day; or

☐ **Firm (Variable Quantity (MaxDQ and MinDQ)):**

- **Maximum Daily Quantity.** Buyer shall have a Firm obligation to purchase and receive from Seller each Day of the Delivery Period up to [_____] MMBtu per day as established in each sale Transaction Confirmation (“**MaxDQ**”). MaxDQ does not include any **Retained Quantities**.
- **Minimum Daily Quantity.** Seller shall have a Firm obligation to sell and deliver to Buyer each Day of the Delivery Period no less than [_____] MMBtu per day as established in each sales Transaction Confirmation (“**MinDQ**”). For clarity, the MinDQ may be a quantity of zero at any one time and does not include any **Retained Quantities**.

Seller Retained RNG and Environmental Attributes. Notwithstanding anything in this Transaction Confirmation, Seller retains the right, during the term of this TC, to all RNG (including associated Environmental Attributes) produced at the Facility each month that are not sold and delivered from Seller to Buyer hereunder (the **Retained Quantities**). Seller may sell and deliver any or all of the Retained Quantities to one or more other buyers.

Contract Quantity Conditions

The Contract Quantity shall be governed by different Applicable Programs (select one): Yes ☐ No ☒ (default)

If yes, (Check all that apply) (Complete with a specific quantity, percentage, and/or priority, if applicable)

☐ RINs corresponding to _____ of RNG

☐ RTCs corresponding to _____ of RNG

☐ LCFS Credits corresponding to _____ of RNG

or

☐ Other: _____

Performance Obligation:

Sale and Purchase Obligation. Seller shall sell and deliver to Buyer, and Buyer shall purchase and receive from Seller the Contract Quantity. Through such delivery, Buyer shall maintain and have the firm claim and responsibility for the generation of all LCFS Credits and any other environmental credits or such equivalent associated with Environmental Attribute deliveries under this TC, with the exception of 45Z Federal Tax Credits and assigned RINs. Buyer shall pay the Environmental Attribute Contract Price as detailed in each future Transaction Confirmation to Seller.

Subject to Buyer's obligations under Section 2 of the Special Provisions in this TC, the Parties acknowledge and agree that Environmental Attributes coupled with Gas must have an end-use for Transportation Fuel compliant with RFS2 (for RIN generation), or compliant with the LCFS or similar state- or regional-level program (for LCFS Credit generation) and the End-Use Location(s) location(s) must be in a state or jurisdiction that has in force any program allowing the generation of carbon credits from the production and use of low carbon fuels. The Contract Quantity of Environmental Attributes sold hereunder will be eligible and compliant with the requirements of the applicable program governing such Environmental Attributes.

Delivery Point:

The "Delivery Point" for the RNG shall be the Cedar Hills Meter Station of Northwest Pipeline, Section 28, T-23N, R-6E, King County, Washington.

Applicable Program: The Applicable Program for RNG sold by Seller and purchased by Buyer shall be governed by the following entity: (select at least one, but not US EPA Renewable Fuel Standard AND Renewable Thermal Credit)

- ☐ US EPA Renewable Fuel Standard (RFS2)
- ☐ Low Carbon or Clean Fuel Standard – State: _____ (insert State or Governing Jurisdiction)
- ☐ Renewable Thermal Credit - _____ (insert State or Governing Jurisdiction)
- or
- ☐ Other: _____

Program Administrator (Complete this section if not identified in the Applicable Program):

Name: _____

Mailing Address: _____

Email Address: _____

Phone Number: _____

RNG and Environmental Attributes: The RNG sold by Seller and purchased by Buyer shall include all Environmental Attributes unless otherwise excluded: (select and identify all that apply)

- ☒ RNG with all Environmental Attributes (default),
- ☐ List of Environmental Attributes excluded from RNG,
- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____

or

☐ Other: _____

Facility Information: The Performance Obligation for the Contract Quantity shall be fulfilled from the following facilities:

☒ Yes (default) or ☐ No

If yes, complete the following information for each facility:

Facility Name: Cedar Hills Landfill biogas processing facility

Address: 16645 228th Avenue SE, or Latitude/Longitude:

City: Maple Valley

County or Parish: King County

State or Province: Washington

Country: United States

Generation Information System: The GIS of the Applicable Program:-(select parties' mutually agreed GIS and insert GIS name)

☐ GIS: _____

☐ Attestation: _____

or

☐ Other: _____

Registration

Party responsible for percentage of initial registration costs and fees

Buyer Percentage at ____%

Seller Percentage at 100%

Party responsible for percentage of ongoing registration costs and fees

Buyer Percentage at 100%

Seller Percentage at ____%

Special Provisions:

1. Definitions.

“**Affected Party**” shall have the meaning set forth in Section 8(B) of the Special Provisions in this TC.

“**Affiliate**” means with respect to a person or entity, a person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such person; provided that with respect to Buyer, the term “**Affiliate**” refers exclusively to Karbone and the entities controlled by Karbone.

“**Alternative Fuel**” means any transportation fuel that is not California reformulated gasoline or a diesel fuel, including, but not limited to, those fuels specified in the California LCFS Regulations.

“**Biogas**” means a mixture of biomethane, inert gases, and impurities that meets all the following requirements:

A. It is produced through the anaerobic digestion of renewable biomass under an approved pathway.

B. Non-renewable components have not been added.

C. It requires removal of additional components to be suitable for its designated use (e.g., as a biointermediate, to produce RNG, or to produce biogas-derived renewable fuel).

“**Biogas Producer**” has the meaning given to such term under RFS2. As of the Effective Date, the applicable meaning is “any person who owns, leases, operates, controls, or supervises a biogas production facility”.

“**Biogas Production Facility**” means a facility producing Biogas from which the RNG purchased and sold hereunder is produced.

“**Biogas Token**” means a representation in EMTS of RNG production reported in EMTS by a Biogas Producer equal to 1 MMBtu of Biogas at HHV (high heating value).

“**CARB**” means the California Air Resources Board or its successor agency. If operating outside of California, any reference herein to CARB shall also be inclusive of any state entity equivalent in the relevant jurisdiction.

“**Carbon Intensity**” means the amount of Lifecycle Greenhouse Gas Emissions, per unit of energy of fuel delivered, expressed in grams of carbon dioxide equivalent per megajoule (gCO₂E/MJ) as calculated in the applicable version of the California GREET model and approved by CARB.

“Cellulosic Biofuel” means a renewable fuel derived from any cellulose, hemi-cellulose or lignin that has Lifecycle Greenhouse Gas Emissions that are at least sixty percent (60%) less than the Baseline Lifecycle Greenhouse Gas emissions (as set forth in the RFS2).

“CNG” means compressed natural gas.

“D3 RIN” means a D3 Cellulosic Biofuel RIN as established by the Federal Renewable Fuel Standard Program.

“Delivery Period” shall have the meaning set forth in the Section titled Delivery Period in this TC.

“Disqualified RNG” means Gas that was initially determined by the Parties upon delivery to be RNG but subsequently becomes disqualified as RNG and ineligible to generate RINs and/or LCFS Credits because it does not qualify as a renewable fuel under the EPA Renewable Fuel Standard or the LCFS, as applicable.

“Documentation” shall have the meaning of actual attribute sales price invoices or statements prior to Karbone’s marketing fees.

“End-Use Location(s)” means location(s) where Environmental Attributes purchased by Buyer under this TC are to be used for Transportation Fuel purposes, which will be listed on the applicable documentation provided by Buyer to EPA under the RFS2 in connection with generating RINs from such Environmental Attributes.

“Environmental Attributes” means the aspects, elements, and benefits that determine the type and extent of impact to the environment, and that are associated with, and attributable to the Gas. Further, Environmental Attributes include the aspects, elements, and benefits attributable to, created by, or caused by: (i) distinguishing RNG from geological natural gas; (ii) the capture or avoidance of Lifecycle Greenhouse Gas Emissions; (iii) the capture or avoidance of emissions of pollutants to air, soil, or water; (iv) the character of the feedstock source of the Gas, including whether it is renewable, sustainable, cellulosic, advanced, biogenic, biomass-based and/or waste-derived; (v) the displacement of another fuel or energy source by RNG; and (vi) any attributes which are a necessary prerequisite to the creation of RNG certificates, RNG Credits, offsets or allowances specified and sold herein. Environmental Attributes do not include: (i) tax credits; (ii) any Environmental Attributes specified as excluded in this TC; (iii) grants, loans, or subsidies; or (iv) emission reduction credits encumbered or used by the Facility for compliance with local, state, or federal operating and/or air quality permit..

“Environmental Attribute Contract Price” shall have the meaning set forth in the Section titled Contract Price in this TC.

“EPA” means the United States Environmental Protection Agency or its successor.

“Gas” shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

“K1 RIN” means an ‘Assigned RIN’, as such term is defined under RFS2.

“K2 RIN” means a “Separated RIN”, as such term is defined under RFS2 pursuant to § 80.1428(b).

“Law” shall have the meaning set forth in Section 8(C) of the Special Provisions in this TC.

“Lifecycle Greenhouse Gas Emissions” means the aggregate quantity of carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulphur hexafluoride, or any other substances or combination of substances that may become regulated as greenhouse gases under any federal, state or local laws, in each case measured in increments of one metric tonne of carbon dioxide equivalent (collectively, **“Greenhouse Gases”**), emissions, as determined by the EPA or another regulatory agency, related to the full fuel lifecycle, where mass values for all Greenhouse Gases are adjusted to account for their relative global warming potential.

“Low Carbon Fuel Standard” or **“LCFS”** means the California Air Resources Board Low Carbon Fuel Standard set forth in the California Code of Regulations at Title 17, Division 3, Chapter 1, Subchapter 10, Article 4, §§ 95480 – 95503, as amended from time to time (hereinafter the **“California LCFS Regulations”**). If operating outside of California, any reference herein to LCFS shall also be inclusive of any state entity equivalent in the relevant jurisdiction, including but not limited to the regulations, orders, decrees and standards issued by a governmental authority implementing or otherwise applicable to the Oregon Clean Fuels Program as set forth in OAR chapter 340, division 253 as defined in OAR 340-253-0060(4) and each successor regulation, as may be subsequently amended, modified, or restated from time to time (the **“CFP”**) and the Washington Clean Fuel Standard set forth in the Revised Code of Washington at Title 70A, Chapter 70A.535, as amended from time to time (the **“CFS”**).

“Low Carbon Fuel Standard Credits” or **“LCFS Credits”** means credits generated and traded under the Low Carbon Fuel Standard, with each credit equal to one metric tonne of carbon dioxide equivalent reductions as compared to the baseline carbon dioxide equivalent emissions under the Low Carbon Fuel Standard. If operating outside of California, any reference herein to LCFS Credits shall also be inclusive of any state entity equivalent in the relevant jurisdiction, including but not limited to any credits generated and traded under the CFP and the CFS.

“LCFS Credit Value” shall have the meaning set forth in Section 5(D) of the Special Provisions in this TC.

“LNG” means liquified natural gas.

“MaxDQ” shall have the meaning set forth in the Section titled Contract Quantity in this TC.

“MinDQ” shall have the meaning set forth in the Section titled Contract Quantity in this TC.

“Non-Affected Party” shall have the meaning set forth in Section 8(B) of the Special Provisions in this TC.

“OPIS” means the Oil Price Information Service, or successor thereto, and its publications and daily reports covering the physical spot market for renewable fuels and related environmental credit/carbon values across the United States.

“Party(ies)” means, singularly, Buyer or Seller and, plurally, both Buyer and Seller.

“Product Transfer Document” or **“PTD”** means a document or a set of documents that authenticates the transfer of ownership of fuel from a regulated party to the recipient of fuel. A PTD is created by a regulated party to contain information collectively supplied by other fuel transaction documents, including bills of lading, invoices, contracts, meter tickets, rail inventory sheets, etc. per 40 C.F.R. § 80.1453 of the RFS2 and as per Section 95491(c) of the California LCFS Regulations.

“Project” means the King County Cedar Hills biogas processing facility, 16645 228th Avenue SE, Maple Valley, WA 98038.

“Q-RIN” means a RIN that has been reviewed and validated by an approved QAP provider.

“Quality Assurance Plan” or **“QAP”** means the voluntary RIN validation program implemented under 40 C.F.R. § 80.1469 to § 80.1473 whereby independent third parties audit the production of the renewable fuel and monitor on a monthly and quarterly basis to ensure that RINs have been validly generated, which as applies to RINs under the RFS2 was published on July 18, 2014 (at 79 Fed. Reg. 42078) and which became effective on September 16, 2014.

“Regulatory Event” shall have the meaning set forth in Section 8(B) of the Special Provisions in this TC

“Renewable Identification Number” or **“RIN”** “means a renewable identification number generate pursuant to RFS2. Unless specified or the context requires otherwise, references to “RIN” in this TC refer to K2 RINs (Separated RINs).

“Renewable Natural Gas” or **“RNG”** means a mixture of hydrocarbons that is a gas at 60 degrees Fahrenheit and 1 atmosphere of pressure from the Facility that is (i) produced from Biogas, (ii) upgraded to meet standards for injection to a natural gas commercial pipeline system without removal of additional components and (ii) transfers the equivalent quantity of Environmental Attributes to Buyer.

“RIN Share” shall have the meaning set forth in the Section titled Contract Price in this TC.

“RIN Value” has the meaning set forth in Section 4(H) of the Special Provisions in this TC.

“RFS2” means the Renewable Fuel Standard Program under the Energy Policy Act of 2005, and the Energy Independence and Security Act of 2007 and implementing regulations, including, without limitation, 40 C.F.R. Subpart 80, Subparts A, E and M, as the same may be amended, supplemented or restated from time to time, including any successor program.

“RNG” means a product that (1) is produced from Biogas; (2) does not require removal of additional components to be suitable for injection into the natural gas commercial pipeline system and (3) is used to produce renewable fuel.

“RNG Contract Price” shall have the meaning set forth in the Section titled Contract Price in this TC.

“RNG Credit(s)” shall mean a credit, number or certificate generated from, attributable to, or representing RNG under an Applicable Program (as selected above), including without limitation: K1 RINs; Q-RIN; K2 RINs, LCFS; RTC; or other equivalent regulatory or voluntary credits.

“RNG Producer” has the meaning given to such term under RFS2. As of the Amendment Date, the applicable meaning is “any person who owns, leases, operates, controls, or supervises an RNG production facility”.

“Sales Price” shall mean the product of the Contract Price multiplied by the Contract Quantity for each Delivery under this TC.

“Start Date” shall have the meaning set forth in the Section titled Delivery Period in this TC.

“Transportation Fuel” has the meaning given to such term under RFS2. As of the Amendment Date, the applicable meaning is “fuel for use in motor vehicles, motor vehicle engines, nonroad vehicles or nonroad engines (except fuel for use in ocean-going vessels)”.

“Transportation Fuel Producer” or **“TFP”** means an entity with which Buyer or Buyer’s affiliate is contractually engaged to sell and deliver Environmental Attributes of RNG purchased from Seller under this TC to be combined with Gas and consumed as Transportation Fuel.

2. Buyer Commitments.

- A. Cause all RNG sold and purchased hereunder to be dispensed as Transportation Fuel in accordance with RFS2 and, as applicable, the LCFS;
- B. Act in good faith in the sale of RNG, Gas, and Environmental Attributes purchased by Buyer hereunder and the separation and sale of RINs and LCFS Credits therefrom, use commercially reasonable efforts to maximize the proceeds received by Buyer from such sales, and include all proceeds received by Buyer from such sales in the calculation of the Contract Price, if applicable;

3. Additional Terms and Conditions.

- A. **Nominations.** If “Firm (Variable Quantity)” is selected in Contract Quantity above, Seller will provide Buyer with its nominated daily quantity of RNG, based on the Project’s projected RNG production schedule and Seller’s projected deliveries at the Delivery Point at no less than the MinDQ and up to the MaxDQ, unless otherwise accepted by Buyer and Seller, for each Month of the Delivery Period per the conditions as provided below:
- No less than thirty (30) days prior to the end of any calendar year, Seller shall nominate daily expected quantities to Buyer for the subsequent year.
 - No less than ten (10) days prior to each delivery Month, Seller shall submit to Buyer changes to daily nominated quantities for said upcoming delivery month.
 - Mid-month changes to daily nominated quantities are due from Seller to Buyer by 8:00 a.m. Eastern Standard Time, one (1) day prior to each said daily delivery or weekend/holiday trading period.
 - Any material changes to expected deliveries above shall be reported from Seller to Buyer promptly following Seller identifying such changes.
- B. **Delivery and Use of RNG.** For all Environmental Attributes sold and purchased under this TC between Seller and Buyer, Seller represents and warrants that:
- it has the right and title to all Environmental Attributes transferred hereunder, which were produced from the Project, and will convey to Buyer all such Environmental Attributes in accordance with the requirements of RFS2 and, as applicable, the LCFS in order to preserve the ability to separate RINs and generate LCFS Credits, and it will not take any action that would result in the Environmental Attributes not satisfying the requirements of RFS2 and, as applicable, the LCFS;
 - Seller has not and will not generate RINs or LCFS Credits nor represent the fuel for sale as RNG with the ability to generate RINs to any other party;
 - Seller has not and will not generate RINs or LCFS Credits under any renewable energy or fuel program, including but not limited to any state Renewable Portfolio Standard, for any and all RNG sold to Buyer.
 - the Environmental Attributes have not been used by Seller other than for the generation of K1 RINs, or sold or transferred by Seller to any third party prior to transfer to Buyer;
 - the Environmental Attributes delivered to Buyer hereunder are from RNG of pipeline quality that, when dispensed as Transportation Fuel, meet the requirements of RFS2 and, as applicable, the LCFS; and
 - all information provided by Seller to Buyer relating to this TC shall be accurate and complete in all material respects.
- C. **Disqualified RNG.** Each Party will promptly notify the other Party in the event that any RNG is determined to be Disqualified RNG. As applies to end-use as Transportation Fuel, Buyer and Seller acknowledge and agree that (a) Disqualified RNG may be eligible to generate LCFS Credits as a non-renewable Transportation Fuel via the applicable pathway under the LCFS, and (b) each Party will promptly provide any documentation or supporting information reasonably requested by Buyer related to the Disqualified RNG.
- D. **Regulatory Certifications.** Seller shall provide to Buyer all documentation required by the EPA and/or CARB to (i) certify that the Environmental Attributes sold and purchased hereunder were from a Cellulosic Biofuel eligible to generate RINs or Q-RINs (with respect to RFS2) and, as applicable, create a low Carbon Intensity pathway (with respect to the LCFS) for generation of LCFS Credits, and (ii) assist with the certification of RINs, Q-RINs or LCFS Credits. This documentation will include, but is not limited to, all documentation required to certify that production of the RNG and transportation of the Environmental Attributes of RNG from its point of production to the Delivery Point is compliant with the transportation routing requirements (“pathing”) of the RFS2 and LCFS and any producer documentation required following delivery of Environmental Attributes of RNG to Buyer. Additional documentation may include any affidavits, reporting or attestations required by the EPA and/or CARB as applicable, such as documentation confirming Seller is (to the extent necessary and subject to Buyer’s obligations under Section 5 of the Special Provisions in this TC) registered under the California LCFS Regulations as a regulated party under the LCFS.
- E. **Records.** Each Party shall maintain all records in its possession relevant to the purchase of RNG hereunder, including, as applicable, all records relevant to the production, purchase and sale, transportation, and delivery of RNG purchased hereunder and for end-use, including end-use as Transportation Fuel, and Seller shall maintain information as it applies to the creation and sale of RINs and/or Q-RINs in accordance with the requirements of RFS2. Seller shall maintain records related to RNG production process, feedstocks used, Project commissioning and registration, treatment of RNG to pipeline quality, RNG deliveries to the Delivery Point. Buyer shall maintain records related to RNG deliveries from the Delivery Point along the pathway, including use as Transportation Fuel and certifications, and the monetization of RINs and/or QRINs and LCFS Credits associated to RNG deliveries under this TC. As may be requested from time to time by Seller, Buyer will provide to Seller access and rights to audit (i) Buyer’s books and records to verify the accuracy of any accounting and reconciliation of the Contract Price and the performance of Buyer’s obligations under this TC, and (ii) the records related to end-use consumption at End-Use

Location(s) associated with RNG deliveries under this TC upon Seller's commercially reasonable request. For the avoidance of doubt, Buyer shall apply reasonable commercial efforts to provide Seller with any records that were not originated or created by Buyer or that may require Buyer to request such records from another third-party.

- F. **Additional Acknowledgements.** Each Party will provide the other Party with such cooperation, additional documentation, certifications or other information as may be reasonably necessary to carry out the purposes of this TC. Buyer and Seller each acknowledge and agree that any and all obligations set forth in this TC of either Buyer or Seller, including, but not limited to, the obligation to provide information, data, documentation or other cooperation to the other Party shall also be applicable with respect to an agent or subcontractor of the other Party in the event such Party retains another party to perform any obligations under this TC. Such Party shall ultimately be responsible for its agent's or subcontractor's actions or inactions. Notwithstanding anything in this TC to the contrary, Seller acknowledges and understands that Buyer takes no responsibility for any action or inaction of Seller. Buyer acknowledges and understands that Seller takes no responsibility for any action or inaction of Buyer. As applies to end-use as Transportation Fuel, the Parties understand and agree that Buyer shall be solely responsible for the separation of or for causing the separation of K1 RINs into K2 (separated) RINs and generation of LCFS Credits and Seller is responsible for the generation of K1 RINs and transfer of K1 RINs to Buyer, including, but not limited to, all compliance responsibilities with respect thereto. Seller understands and agrees that Buyer will have firm claim and responsibility for all K1 RINs and verified LCFS Credits associated with RNG sold and purchased under this TC and agrees to not make any claims related to such RNG inconsistent with the creation and use of such Q-RINs and verified LCFS Credits.
- G. **Other Low Carbon Credits.** In the event that RNG sold and purchased hereunder are delivered to a state or jurisdiction other than California, and such state or jurisdiction has in force any program allowing the generation of carbon credits from the production and use of low carbon fuels, any credits generated under such program (or the value realized on the sale of such credits) from the RNG sold and purchased hereunder shall be allocated to Buyer and Seller according to the same terms and conditions as the LCFS Credits are allocated.

4. Registration and Generation of RINs; Marketing.

A. Registration under RFS2.

- i. Biogas Producer Registration. Buyer shall, upon request by Seller, provide Seller with such reasonable cooperation, additional documentation or other information as may be, in order for Seller to (i) register as a Biogas Producer under RFS2 and (ii) register each Biogas Production Facility under RFS2, provided that Seller acknowledges and understands that Buyer takes no responsibility for Seller and each Production Facility's registration hereunder;
- ii. RNG Producer Registration. Buyer shall, upon request by Seller, provide Seller with such reasonable cooperation, additional documentation or other information as may be, in order for Seller to, (i) register as an RNG Producer under RFS2 and (ii) register the Facility as an RNG production facility under RFS2, provided that Seller acknowledges and understands that Buyer takes no responsibility for Seller and each Production Facility's registration hereunder.
- iii. Provisional Registration. To the extent that the registration status of a Biogas Producer, Biogas Production Facility, RNG Producer or the Facility is deemed "provisional" by EPA, any K1 RINs generated while Biogas Producer or RNG Producer status is deemed "provisional" will be held by Buyer and will not be transferred for dispensing until the applicable registration is no longer provisional or it is determined by Buyer in its reasonable discretion that the nonprovisional registration will be issued without restrictions that would render the RNG Disqualified RNG.

B. Biogas Tokens; RIN Generation; Dispensing and RIN Sales.

- i. Biogas Tokens. Subject to registration of Seller as a Biogas Producer under RFS2, Seller shall (i) report Biogas batch production in EMTS, (ii) generate Biogas Tokens corresponding to Biogas production, and (iii) transfer (if necessary) the Biogas Tokens to the applicable account for K1 RIN generation. The foregoing includes, without limitation, preparation of any product transfer documents or other documentation required in connection with the applicable action.
- ii. K1 RINs. Subject to registration of Seller as an RNG producer under RFS2, Seller shall generate K1 RINs from Biogas Tokens transferred to Seller and transfer such K1 RINs to Buyer with respect to RNG delivered to Buyer during the applicable period. The foregoing includes, without limitation, preparation of any product transfer documents or other documentation required in connection with the applicable action.
- iii. Dispensing. Buyer will arrange for the RNG to be converted into and used as Transportation Fuel and transfer the K1 RINs to the applicable RIN separator, receive the K2 RINs associated with such RNG from the RIN separator and market and use commercially reasonable efforts to sell such K2 RINs.
- iv. Marketing. Buyer is the exclusive marketer of any RINs and Alternative Products generated from RNG purchased and sold hereunder.

- v. **Annual Attestation/Audit.** Buyer shall, upon request by Seller, provide Seller with such reasonable cooperation, additional documentation or other information as may be, in order for Seller to cause any required annual attestation engagement or audit under an applicable program to be completed as required under an Applicable Program.
- C. **QAP.** Each of Buyer and Seller agree that Biogas Tokens and K1 RINs generated in connection or with respect to RNG purchased and sold hereunder will be reviewed pursuant to an EPA-approved Quality Assurance Program (QAP) protocol absent mutual written agreement to the contrary. Seller shall (i) enter into a contract for QAP services with a registered QAP provider in accordance with RFS2 and (ii) authorize the contracted QAP provider to communicate with Buyer directly with respect to any review, report or other services provided by such QAP provider.
- D. **Maintenance of Eligibility for Use as Transportation Fuel.** Seller is responsible for compliance with any applicable requirements of the Applicable Programs pertaining to the RNG prior to and at the Delivery Point. Buyer is responsible for compliance with any applicable requirements of the Applicable Programs following acceptance of the RNG at the Delivery Point.
- E. **[Reserved].**
- F. **Seller's Warranty.** For purposes of this TC, Seller represents and warrants the following in addition to the representations and warranties set forth in _ of the Base Contract: "Seller represents and warrants that all Environmental Attributes associated with RNG delivered to Buyer hereunder (i) are unencumbered and held by Seller with good and marketable title upon transfer to Buyer, (ii) have not been altered in any respect or sold to any Party prior to delivery to Buyer and (iii) are attributable to gas produced from anaerobic digestion."
- G. **Seller Covenants.**
 - i. Neither Seller nor any of its Affiliates shall, directly or indirectly, take any action or omit to take any action that, in either case, would or is likely to adversely impact the registration, verification, certification, quality assurance or continued eligibility of the RNG under the Applicable Program(s).
 - ii. Seller shall not, and shall not enter into any agreement that would, directly or indirectly, (i) claim, use, transfer or otherwise encumber any Environmental Attributes or (ii) generate, market or sell any environmental claim, benefit or credit arising from or associated with the RNG without Buyer's prior written consent, which shall not be unreasonably withheld, delayed or conditioned.
 - iii. Seller agrees to execute any documentation necessary to allow Buyer to act as Seller's agent with respect to any tracking or transaction account established with respect to Gas or RINs.
- H. **[Reserved].**
- H. **RIN Market and Trades.** For the avoidance of doubt, Seller acknowledges and agrees that (i) the market for RINs may lack liquidity, (ii) Buyer shall at all times retain control over the evaluation of potential sales of RINs and the ultimate sale of RINs into the market, and (iii) Seller shall have no right to participate in or direct the sales of RINs. EXCEPT AS EXPRESSLY SET FORTH IN THIS TC, BUYER DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ALL WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE MARKETING OF RINS OR Q-RINS.

5. LCFS Credits

- A. **LCFS Compliance.** The Parties understand and agree that Buyer shall be responsible for registering with CARB and complying with the relevant regulatory provisions of the LCFS solely with respect to the generation of LCFS Credits. Seller be responsible with respect to all other compliance requirements with the relevant regulatory provisions of the LCFS, including, but not limited to, responsibilities for quarterly progress reporting and quarterly and annual compliance reporting and all other registration, reporting and documentation responsibilities as are set forth in this TC.
- B. **LCFS Credit Generation.** The Parties understand and agree that, provided that Seller provides all data required under the terms of this TC, Buyer will determine the number of LCFS Credits eligible to be generated and will generate LCFS Credits, associated with RNG delivered under this TC, in accordance with the LCFS. For avoidance of doubt, Buyer and Seller acknowledge and agree that Buyer is generating and is taking title to LCFS Credits associated with RNG deliveries under this TC and Seller has no rights to LCFS Credits nor does Seller have any rights to LCFS Credits which may be generated by End-Use Location(s) associated with the consumption of Gas not delivered under this TC.
- C. **Regulated Party Status and Product Transfer Documents.** Pursuant to the California LCFS Regulations, Seller shall transfer its LCFS regulated party status to Buyer with respect to all Environmental Attributes sold by Seller to Buyer hereunder. As required under the California LCFS Regulations, Seller shall, on a quarterly basis, provide Buyer or its designee with a Product Transfer Document.
- D. **[Reserved].**

E. **LCFS Market and Trades.** For the avoidance of doubt, Seller acknowledges and agrees that (i) the market for LCFS Credits may lack liquidity, (ii) Buyer shall at all times retain control over the evaluation of potential sales of LCFS Credits and the ultimate sale of LCFS Credits into the market, and (iii) Seller shall have no right to participate in or direct the sales of LCFS Credits. EXCEPT AS EXPRESSLY SET FORTH IN THIS TC, BUYER DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ALL WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE CREATION AND MARKETING OF LCFS CREDITS.

6. Statements; Payments. Notwithstanding Section 7 of the Base Contract, for each Month during the Delivery Period Buyer shall deliver a statement to Seller within thirty (30) days after the end of the immediately following Month that details the following:

- i. the quantity of RNG sold hereunder during such Month and Buyer's calculation of the RNG Contract Price for such quantity, including an itemized list of all expenses deducted in the calculation thereof pursuant to this TC;
- ii. the quantity of RINs generated from such RNG, the quantity of RINs yet to be generated from such RNG, and Buyer's estimated calculation of the RIN Revenue, including an itemized list of all expenses deducted in the calculation thereof pursuant to this TC;
- iii. the quantity of LCFS Credits generated from such RNG (or associated Environmental Attributes), the quantity of LCFS Credits yet to be generated from such RNG (or associated Environmental Attributes), and Buyer's estimated calculation of the LCFS Share, including an itemized list of all expenses deducted in the calculation thereof pursuant to this TC; and
- iv. the quantities of RINs and LCFS Credits generated from RNG (or associated Environmental Attributes) sold hereunder in each prior Month during the Delivery Period and the quantities of such RINs and LCFS Credits that Buyer has not yet sold.

7. Breach.

A. In the event that, over any one hundred and twenty (120) day period, a Party breaches its obligation to deliver or receive, as applicable, RNG or other obligations that results in an inability or failure by Seller to generate K1 RINs and/or Buyer to generate LCFS Credits from delivered and received RNG, the RINs and LCFS Credits that would have been generated by Buyer shall be accounted for in the calculation of the Contract Price for purposes of Section 3.2 of the Base Contract with the amount due to the non-breaching party in connection with such RINs and LCFS Credits calculated as follows:

- i. For a breach by Buyer, an amount equal to the positive difference, if any, between (1) the sum of the RIN Share (with the RIN Value equal to the RIN Index Price multiplied by the Net Quantity) and the LCFS Credit Share (with the LCFS Credit Value equal to the LCFS Index Price multiplied by the Net Quantity), and (2) the net proceeds received by Seller from the sale of any RINs and LCFS Credits generated, if any, outside this TC from the RNG associated with Buyer's breach, less the additional reasonable costs Seller incurs in connection with generating and selling such RINs and LCFS Credits; and
- ii. For a breach by Seller, an amount equal to the sum of (1) RIN Value multiplied by the difference between 100% and the percentage of the RIN Value set forth in the Section titled Contract Price in this TC that Buyer would have been obligated to pay Seller (with the RIN Value equal to the RIN Index Price multiplied by the Net Quantity), and (2) the LCFS Credit Value multiplied by the difference between 100% and the percentage of the LCFS Credit Value set forth in the Section titled Contract Price in this TC that Buyer would have been obligated to pay Seller (with the LCFS Credit Value equal to the LCFS Index Price multiplied by the Net Quantity), where (a) "**Net Quantity**" means the number of RINs or LCFS Credits, as applicable, that would have been generated from the Biogas which either was not delivered or was not received pursuant to a breach, less the portion of such RINs or LCFS Credits associated with Buyer's obligation to compensate End-Use Location(s) in connection with the generation of such RINs or LCFS Credits, (b) "**RIN Index Price**" means the average D3 Q-RIN price for the applicable RIN year published by the RIN Index for all posting days of the Month in which RINs were not generated due to the breach, and (c) "**LCFS Index Price**" means the average LCFS Credit price published by the LCFS Index for all posting Days of the quarter in which LCFS Credits were not generated due to the breach.

B. Any amount owed under this Section 7 shall be deducted from the breaching Party's RIN Share and LCFS Credit Share. In the event that the non-breaching Party elects to terminate this TC pursuant to Section 7(E) below, then the breaching Party shall pay the non-breaching Party the remaining amount owed under this Section 7 within thirty (30) days of termination.

C. If a Party cannot cure a breach under this Section 7 within the cure period provided under Section 10.2 of the Base Contract, the non-breaching Party may terminate this TC immediately. For avoidance of doubt, if the Parties have elected to apply Early Termination Damages under the Base Contract, no early termination calculation would take place for a termination under this Section 7.

8. Term; Termination

- A. **Term.** This TC will become effective on the date upon which it is executed by each Party where indicated below and will terminate or expire concurrently with the Delivery Period.
- B. **Termination of this TC.** In addition to termination under the Base Contract, this TC may be terminated in its entirety under the following circumstances:

- i. **Regulatory Event.** If the implementation of new, or changes to existing, Laws or other requirements or changes in administration or interpretation of Laws (“**Regulatory Event**”) occurs and the affected party (“**Affected Party**”) is unable, after using commercially reasonable efforts, to avoid nonperformance or negative material economic impacts, the Affected Party shall be entitled to terminate this TC, subject to the following conditions:
- (a) The Affected Party must give the non-affected party (“**Non-Affected Party**”) prior written notice of its intent to terminate this TC, and shall specify the Early Termination Date, which shall be not more than thirty (30) Business Days after the date of the notice to terminate. On the Early Termination Date, the Affected Party shall determine the amounts owed (whether or not then due) by each Party with respect to all Biogas delivered and received between the Parties under this TC on and before the Early Termination Date (including, but not limited to, an estimate of the Environmental Attribute Contract Price for such RNG) and all other applicable charges relating to such deliveries and receipts, for which payment has not yet been made by the Party that owes such payment under this TC.
 - (b) Nothing herein shall prevent the Non-Affected Party from disputing whether the Affected Party has the right to terminate this TC.
 - (c) For avoidance of doubt, no early termination damage calculation would take place for a termination under this Section 8(B). “**Regulatory Events**” shall not include (1) the imposition of new Taxes, (2) any requirement to procure a new permit, license or other governmental authorizations (unless a Party is ineligible and cannot procure the same within a reasonable period of time using best efforts), (3) the imposition of regulatory requirements that increase the costs of one or both Parties’ performance of their obligations under this TC, (4) any EPA rulemaking relating to the setting of renewable fuel volume obligations or standards under the RFS2, including by way of a reset of renewable fuel volume obligations by EPA, (5) any delay of an EPA rulemaking relating to such setting of renewable fuel volume obligations or standards, (6) any revision to the pricing formula for cellulosic waiver credits under the RFS2, (7) any change in the point of obligation under the RFS2 program, (8) any EPA rulemaking relating to the rules for RIN carry forwards, and (9) any change in compliance procedures in respect of the generation, trading or retirement of RINs. Notwithstanding the foregoing, Regulatory Events shall include imposition of a requirement on Seller to deliver RNG to Buyer other than via displacement/exchange, “book and claim” or “in-kind gas swap”. “**Law**” means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, Transporter business practices or protocol, Transporter tariff, or rule of any commission or agency with jurisdiction in the state in which the Project or Seller is located.).
- ii. **Force Majeure.** See Section 11 of the Base Contract. For avoidance of doubt, no early termination damage calculation would take place for a termination under this Section 8(C).
- C. **Early Termination Payments.** Early termination of this TC will not affect either Party’s obligations accruing, due and owing hereunder on or prior to the effective date of the termination. Amount(s) owed as a result of early termination, as detailed this Section 8, shall be due for such amount(s) within fifteen (15) days upon receipt by the owing Party of an invoice for such amount due to the non-owing Party. The Parties acknowledge and agree that any termination payment under this TC constitutes a reasonable approximation of harm or loss and is not a penalty or punitive in any respect.
- 9. Limitation of Liability.** Notwithstanding anything to the contrary contained in this LC:
- i. Neither Party shall be liable to the other Party or its directors, officers, employees or agents for any indirect, special, punitive or consequential damages, losses, expenses, or liabilities howsoever caused (including, without limitation, loss of profits).
 - ii. Buyer’s liability under this TC shall not exceed the value of Buyer’s RIN Share plus Buyer’s LCFS Credit Share, as actually retained by Buyer pursuant to this TC.
 - iii. Seller’s liability under this TC shall not exceed the value of the RIN Share plus LCFS Credit Share actually received by Seller pursuant to this TC.
- 10. Additional Indemnifications.**
- A. Seller. Notwithstanding any other provisions in the Base Contract, Seller agrees to defend, indemnify and hold harmless Buyer and all its affiliates, and all of their respective officers, directors, shareholders, associates, employees, agents, representatives, successors and assigns from and against all losses, penalties, fines, charges or claims, arising out of any third party claim (collectively, “**Claims**”) arising from or out of (i) Seller-provided falsehoods, misrepresentations, material inaccuracies or misleading statements in any documentation (including, but not limited to, in claims of title, registrations, attestations and other representations and warranties concerning the RNG); (ii) personal injury (including death) or property damage from said RNG which attach before title passes to Buyer, (iii) other claims, liens, and encumbrances related to said RNG which attach before title passes to Buyer, (iv) Seller’s gross negligence or willful misconduct; (v) violation of any applicable law/regulation/ordinance, (including but not limited to, failure to comply with any applicable obligation or requirement of the EPA or CARB); or (vi) Seller’s breach of this Transaction Confirmation.

- B. Buyer. Notwithstanding any other provisions in the Base Contract, Buyer agrees to defend, indemnify and hold harmless Seller and all its affiliates, and all of their respective officers, directors, associates, employees, agents, representatives, successors and assigns from and against all third party Claims based on or arising from or out of (i) Buyer-provided falsehoods, misrepresentations, material inaccuracies or misleading statements in any documentation related to this Transaction Confirmation; (ii) personal injury (including death) or property damage from said Biogas that occurred after title passes to Buyer, (iii) other claims, liens, and encumbrances related to said Biogas that attach after title passes to Buyer, (iv) Buyer's gross negligence or willful misconduct; (v) violation of any applicable law/regulation/ordinance (including but not limited to, failure to comply with any applicable obligation or requirement of the EPA or CARB); or (vi) Buyer's breach of this Transaction Confirmation.

11. Confidentiality.

Notwithstanding the parties election on the Base Contract not to make Section 15.10 of the Base Contract applicable, the parties acknowledge and agree that neither party shall disclose directly or indirectly without the prior written consent of the other party (i) the Contract Price of a transaction, nor (ii) any confidential information of such party disclosed pursuant to an audit, request for Documentation, or other arrangement hereunder (other than to the employees, lenders, counsel, accountants and other agents of the party), except in order to comply with any applicable law, order, regulation, exchange rule, or applicable program.

Please confirm the foregoing correctly sets forth the terms of our agreement with respect to this TC by signing in the space provided below and returning a copy of the executed confirmation by email to: david.broustis@kingcounty.gov; lhonaker@kingcounty.gov; jonathan.burnston@karbone.com; accounting@karbone.com; and legal@karbone.com

[Signature Box Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Transaction Confirmation to be executed as of the Effective Date.

Seller:

**KING COUNTY, THROUGH ITS DEPARTMENT
OF NATURAL RESOURCES AND PARKS --
SOLID WASTE DIVISION**

By: _____

Name: Rebecca Singer

Title: Director, Solid Waste Division

Buyer:

KARBONE ENERGY, LLC

By: _____

Name: Jonathan Burnston

Title: Managing Director



King County

Metropolitan King County Council

STAFF REPORT

Agenda Item:	11	Name:	Wendy K. Soo Hoo
Proposed No.:	2025-0350	Date:	December 9, 2025

SUBJECT

Proposed Ordinance 2025-0350 would authorize an agreement for the sale of environmental attributes associated with biomethane produced at Cedar Hills Regional Landfill to Karbone Inc.

SUMMARY

In July 2025, the Council adopted Ordinance 19959, authorizing the purchase of the Bio Energy Washington (BEW) plant located at Cedar Hills Regional Landfill. The plant processes landfill gas captured at Cedar Hills into pipeline-quality gas, or biomethane, which is a renewable resource. As biomethane is considered a renewable resource, environmental attributes (also referred to as emissions credits) are generated from the biomethane production.

In September 2025, the Council adopted Ordinance 19967, authorizing the Executive to enter into an agreement with Puget Sound Energy (PSE) for the sale of all the biomethane and a portion of the environmental attributes.

Proposed Ordinance 2025-0350 would authorize the County to sell to Karbone the environmental attributes not sold to PSE, generating revenue of approximately \$10 million annually. Karbone buys and sells commodities, such as environmental attributes, across energy markets. The agreement would terminate after three years unless extended for up to two successive one-year terms by mutual agreement of the parties.

BACKGROUND

Landfill gas is generated through the decomposition of waste buried in the County's Cedar Hills Regional Landfill. Prior to 2023, this gas was captured by a gas control system on site at Cedar Hills and sold under contract¹ to Bio Energy Washington (BEW), which processed the landfill gas into pipeline-quality gas; BEW then sold the processed gas to PSE. BEW ceased operating its Cedar Hills processing plant in 2023.

In July 2025, the Council adopted Ordinance 19959, authorizing the purchase of the Bio Energy Washington (BEW) plant located at Cedar Hills Regional Landfill. The plant

¹ Ordinance 15872

processes landfill gas captured at Cedar Hills into pipeline-quality gas, or biomethane, which is a renewable resource. As biomethane is considered a renewable resource, environmental attributes (also referred to as emissions credits) are generated from the production of biomethane.

In September 2025, the Council adopted Ordinance 19967, authorizing the Executive to enter into an agreement with Puget Sound Energy (PSE) for the sale of all the biomethane and a portion of the environmental attributes. At the time, the Solid Waste Division indicated its intent to sell the remaining environmental attributes to Karbone.

ANALYSIS

Procurement and King County Code Requirements. Under KCC 4.56.250, code provisions related to the sale of property are waived for sales of ownership or other interests in emissions credits when such sales are in the best interests of the public and authorized by the Council.

According to the Findings section of the proposed ordinance, a sale to Karbone is in the best interests of the public because the market for the sale of environmental attributes is highly specialized and subject to market variability; under the agreement, Karbone will facilitate the sales of the environmental attributes into different markets based on market conditions and the revenue generated will offset costs associated with operating the processing plant at Cedar Hills. The transmittal letter notes that supporting the production and use of biomethane will reduce the amount of landfill gas flared into the atmosphere.

Fiscal Impact. According to the transmitted fiscal note, total revenue from the agreement with Karbone is estimated at \$18.8 million for 2026-2027 and \$20.6 million for 2028-2029.² The revenues would be allocated to the Solid Waste Division and, under the ordinance, would first be used to offset debt and operating costs associated with the acquisition of the Cedar Hills processing plant.³

² Based on estimated attribute volumes to be sold to Karbone Inc., ranging from 500,000 to 600,000 MMBTU per year at a forecasted average ranging from \$17.46 to \$17.70 per year.

³ At the time Ordinance 19959 was adopted, the Solid Waste Division anticipated breaking even on its investment to purchase the processing plant in 2035.



Signature Report

Motion

Proposed No. 2025-0175.1

Sponsors Mosqueda and Balducci

1 A MOTION acknowledging receipt of the 2024 health
2 through housing annual report, in accordance with K.C.C.
3 chapter 24.30.

4 WHEREAS, in 2020, consistent with the authority and eligible uses set out in
5 Substitute House Bill 1590, which became Chapter 222, Laws of Washington 2020,
6 K.C.C. 4A.503.020 authorized the collection and expenditure of an additional sales and
7 use tax of one-tenth of one percent, and identified priorities for the use of these funds in
8 King County, and

9 WHEREAS, K.C.C. chapter 24.30, providing for the creation of a health through
10 housing implementation plan, was enacted in February 2021, and

11 WHEREAS, on August 30, 2021, in accordance with K.C.C. 24.30.020, the
12 executive transmitted to the council for review and adoption an initial implementation
13 plan that described the goals, strategies, performance measures, reporting requirements
14 and annual expenditure plan to direct use of the proceeds from 2022 through 2028 as
15 authorized by K.C.C 4A.503.040, and

16 WHEREAS, Ordinance 19366, Section 1, adopted the initial implementation plan
17 in December 2021, and

18 WHEREAS, K.C.C. 2A.300.200 requires the executive to electronically file an
19 annual report on the accomplishments and effectiveness of the expenditure of sales and
20 use tax proceeds as authorized by K.C.C. chapter 4A.503 and RCW 82.14.530, and

21 including information on the allocation by jurisdiction of sales tax proceeds as authorized
22 by K.C.C. chapter 4A.503 and RCW 82.14.530, by June 15 of each year, and

23 WHEREAS, the third annual report, entitled 2024 Health Through Housing
24 Annual Report, which is Attachment A to this motion, is submitted by the executive;

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

26 The receipt of the third annual report on the Health Through Housing initiative,

27 entitled 2024 Health Through Housing Annual Report, Attachment A to this motion, in
28 accordance with K.C.C. 24.30.020, is hereby acknowledged.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: A. 2024 Health Through Housing Annual Report, June 2025

2024 Health Through Housing Annual Report

June 2025



King County

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Executive Summary

Introduction

King County's Health Through Housing (HTH) initiative is an innovative, regional approach that accelerates the County's ability to address chronic homelessness. HTH is focused on creating and operating affordable housing with services, referred to as supportive housing, for households in King County that are experiencing chronic homelessness or at risk of chronic homelessness.¹ The HTH initiative is also designed to annually reduce racial and ethnic disproportionality among persons experiencing chronic homelessness in King County.^{2, 3, 4}

Background

HTH arose as a concept and initiative in 2020 as the COVID-19 pandemic posed a once-in-a-generation challenge to the King County region and the world. COVID-19 amplified pre-existing crises of homelessness, housing affordability, and racial inequity. In 2020, King County enacted Ordinance 19179, codified as King County Code (KCC) 4A.503, to impose the HTH sales tax.⁵ In 2021, King County Council enacted three Ordinances to guide HTH planning, which established goals and strategies for HTH and formally adopted the Initial HTH Implementation Plan, which will be referred to as "the Plan," throughout the rest of the report.^{6, 7, 8}

¹ King County Code 24.30.030.A.3.

[<https://mkkclegisearch.kingcounty.gov/LegislationDetail.aspx?ID=4652907&GUID=5E5E8D61-6B3B-46EC-937C-6FD39E8CB6F0&Options=Advanced&Search=>]

² King County Code 4A.503.040.B.

[https://aqua.kingcounty.gov/council/clerk/code/07_Title_4A.htm#_Toc54697848]

³ King County Code 24.30.030.A.1.

[<https://mkkclegisearch.kingcounty.gov/LegislationDetail.aspx?ID=4652907&GUID=5E5E8D61-6B3B-46EC-937C-6FD39E8CB6F0&Options=Advanced&Search=>]

⁴ Initial Health Through Housing Implementation Plan.

[<https://mkkclegisearch.kingcounty.gov/View.ashx?M=F&ID=9959294&GUID=718EA25C-9032-448C-8C98-060B2C97B5E8>]

⁵ King County Code 4A.503. [https://aqua.kingcounty.gov/council/clerk/code/07_Title_4A.htm#_Toc54697848]

⁶ King County Code 24.30. [https://aqua.kingcounty.gov/council/clerk/code/33_Title_24.htm#_Toc65058358]

⁷ Ordinance 19236.

[<https://mkkclegisearch.kingcounty.gov/LegislationDetail.aspx?ID=4652907&GUID=5E5E8D61-6B3B-46EC-937C-6FD39E8CB6F0&Options=Advanced&Search=>]

⁸ Initial Health Through Housing Implementation Plan.

[<https://mkkclegisearch.kingcounty.gov/View.ashx?M=F&ID=9959294&GUID=718EA25C-9032-448C-8C98-060B2C97B5E8>]

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In the first two years following adoption of the Plan, HTH made significant progress to open buildings and house individuals formerly experiencing homelessness.^{9, 10} During this time, the County:

- Acquired a total of 11 buildings across Seattle, Renton, Redmond, Auburn, Kirkland, and Federal Way;
- Established service contracts to fund the operations of 477 additional operations-only units across five buildings in Seattle and Burien;¹¹
- Implemented design, permitting, and rehabilitation processes to prepare five County-owned buildings for operations, and
- Moved residents into nine HTH sites while continuing to expand comprehensive supportive services at the sites.

Report Requirements

This annual report summarizes the activities of the HTH initiative through the end of 2024 and fulfills the reporting requirements in KCC 2A.300.200.A. Specifically, this document summarizes the accomplishments and effectiveness of the expenditure of HTH sales tax proceeds in 2024 as well as financial information including, but not limited to, the allocation of proceeds by jurisdiction.¹²

This report also summarizes the additional annual data reporting provided by HTH's new online dashboard, as called for by the Plan, and adopted by Ordinance 19366.^{13, 14, 15} Finally, this report provides information about the HTH Advisory Committee, confirming the Committee's certification that

⁹ 2022 Health Through Housing Annual Report.

[<https://mkcclegisearch.kingcounty.gov/LegislationDetail.aspx?ID=6262252&GUID=12B235F6-F229-411C-9293-B498A6821F87&Options=&Search=>]

¹⁰ 2023 Health Through Housing Annual Report.

[<https://mkcclegisearch.kingcounty.gov/LegislationDetail.aspx?ID=6781882&GUID=44C90B74-699D-4DEE-90FE-103B4F75DCE6&Options=Advanced&Search=>]

¹¹ As described in the Plan, the term operations-only refers to buildings that have been permanently added to the HTH portfolio via service contracts. Nonprofit organizations retain ownership of operations-only buildings whereas HTH funds all operations and services costs associated with those buildings.

¹² KCC 2A.300.200.A. [https://aqua.kingcounty.gov/council/clerk/code/05_Title_2A.htm#_Toc473536140]

¹³ Ordinance 19366. [<https://mkcclegisearch.kingcounty.gov/LegislationDetail.aspx?ID=5121460&GUID=7DC46271-C6B3-4D90-B6DE-DEF37CD0A7D5&Options=Advanced&Search=>]

¹⁴ Initial Health Through Housing Implementation Plan.

[<https://mkcclegisearch.kingcounty.gov/View.ashx?M=F&ID=9959294&GUID=718EA25C-9032-448C-8C98-060B2C97B5E8>]

¹⁵ Health Through Housing Dashboard. [<https://www.kingcounty.gov/hthdashboard>]

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the online dashboard is current and updated with 2024 data and ready for review, as directed by the Plan.^{16, 17}

Performance Overview: Accomplishments and Effectiveness in 2024

In 2024, HTH continued expanding the availability of supportive housing across the region in collaboration with host jurisdictions, neighboring communities, and community-based supportive housing operators. HTH ended the year with a total of 1,434 housing units secured since inception, reflecting the initiative's continued progress towards reaching the paramount goal of securing 1,600 units. Additionally, HTH significantly expanded the scope of services provided at its open sites, including by expanding the Mobile Response Teams (MRT), King County Metro transportation services, and DCHS' Employment Resource Program (ERP) to all open HTH sites. Further, HTH operators continue to make enhancements to health care service and wellness supports offered on site. In the initiative's third full year of operation in 2024, HTH accomplished the following:

- HTH made significant progress securing new sites, gathering permits, procuring contractors, and renovating and opening new emergency housing (EH) and Permanent Supportive Housing units (PSH). At the end of 2024, 954 homes were open across 11 sites (compared to 724 homes across eight sites at the end of 2023). Additionally, HTH was poised to open another four sites by the end of 2025.
- HTH expanded the scope of services provided and people served at its 11 open sites, serving a total of 1,281 people in 2024 (compared to 911 people served in 2023).
- HTH made progress addressing racial and ethnic disproportionality among the homeless population by increasing the American Indian, Alaska Native, and Indigenous proportion of HTH residents by 60 percent.
- HTH achieved positive health outcomes. For example, after one year, HTH residents' total number of days in inpatient hospital care decreased by 33 percent, and their total number of emergency department visits dropped by 17 percent.
- HTH achieved positive housing stability outcomes among its PSH residents, with 95 percent of PSH residents maintaining their housing or moving to another permanent housing destination.
- HTH achieved continued success housing individuals with ties to the city in which their HTH building is located, with 97 percent of residents reporting existing ties.
- HTH sites maintained high occupancy rates in 2024, with the majority of buildings ending the year with an occupancy rate above 90 percent.

Financial Information

¹⁶ Initial Health Through Housing Implementation Plan.

[<https://mkcclegisearch.kingcounty.gov/View.ashx?M=F&ID=9959294&GUID=718EA25C-9032-448C-8C98-060B2C97B5E8>]

¹⁷ Health Through Housing Dashboard. [<https://www.kingcounty.gov/hthdashboard>]

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The HTH initiative's 2024 revenue was \$79.0 million. HTH spent approximately \$6.2 million on capital expenditures, \$39.4 million on operating expenditures, and \$23.6 million on bond financing costs in 2024. Financially, the HTH initiative remains consistent with projected goals in the Plan, with 2024's spending reflecting a continued focus on rehabilitating and opening buildings, bringing people inside, and delivering housing stability and health supports to HTH residents.

The cost per unit for each HTH site varies based on the circumstances of each acquisition, development processes, and timing. From 2021 to 2024, the average capital per-unit costs among HTH properties were \$285,772. The average annual operating costs paid for by HTH for its properties in 2024 were \$33,718 per unit.

HTH Advisory Committee Establishment, Membership, and Certification of Dashboard

In 2024, the Health Through Housing Advisory Committee continued to meet, consistent with King County Code 2A.300.200.¹⁸ The Committee convened quarterly and received presentations from HTH staff on the HTH service model. On May 29, 2025, the HTH Advisory Committee reviewed and certified this report and the HTH Dashboard, including certifying that the dashboard is updated with 2024 calendar year data.¹⁹

Conclusion/Next Actions

In 2024, the HTH initiative's third full year of operation, the initiative continued to focus on rehabilitating and opening buildings, moving people inside, connecting residents with health care and other supports, and building the capacity of service providers. HTH ended the year with 1,434 housing units secured, reflecting its commitment to expanding the availability of supportive housing across the region.

At the same time, HTH has faced significant challenges that have impacted the pace at which the initiative is achieving its paramount goal. In some cases, navigating jurisdictional approval processes, construction timelines, and County and provider staffing limitations extended the time necessary to open HTH buildings beyond initial forecasts. Inflation and historically low wages in the human services sector drive the need to increase expenditures for both King County and HTH operators.²⁰ Despite these obstacles, HTH has made substantial progress securing and opening supportive housing across King County.

¹⁸ KCC 2A.300.200. [https://aqua.kingcounty.gov/council/clerk/code/05_Title_2A.htm#_Toc473536140]

¹⁹ Initial Health Through Housing Implementation Plan.

[<https://mkcclegisearch.kingcounty.gov/LegislationDetail.aspx?ID=5121460&GUID=7DC46271-C6B3-4D90-B6DE-DEF37CD0A7D5&Options=Advanced&Search=&FullText=1>]

²⁰ Seattle Construction Cost Index Q4 2024. Mortenson. [<https://www.mortenson.com/cost-index/seattle>]

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In response to these challenges, HTH intends, as funding allows, to continue expanding the HTH portfolio by funding operations-only units moving forward, rather than making future building acquisitions. Operations-only units enable HTH to continue growing the portfolio cost-effectively and expediently, while reducing King County's overall financial exposure as the acquisition and construction are not paid for with HTH funds. Pursuing this strategy will ensure that the HTH initiative is able to better provide long term, dependable financial support for the full operations of all HTH units, consistent with the HTH Implementation Plan. In 2025 and beyond, DCHS plans to use this strategy for continued expansion of HTH's portfolio as the HTH initiative closes in on its paramount goal of opening 1,600 homes.

In 2025, HTH will focus on opening additional buildings and refining its services to better meet the unique needs of each resident it serves. This will involve supporting operators in the continued expansion of supportive services and the refinement of operating procedures to improve resident outcomes and program performance. As HTH makes continued progress towards its paramount goal of securing 1,600 units of supportive housing, it will also continue to focus on reducing racial and ethnic disproportionality. By increasing access to dignified supportive housing, HTH is a powerful part of King County's regional strategy to address the intertwined crises of affordable housing and chronic homelessness and pursue the County's True North, to make King County a welcoming community for everyone to thrive.²¹

Background

Overview

King County's Health Through Housing initiative (HTH) is focused on creating and sustaining affordable, supportive housing for those in King County experiencing or at risk of chronic homelessness.²² This initiative takes a regional approach to both accelerate King County's ability to reduce chronic homelessness countywide and dismantle the racial and ethnic disproportionality prevalent among the homeless population in King County.²³

²¹ True North and Values. [<https://kingcounty.gov/en/dept/executive/governance-leadership/performance-strategy-budget/true-north-values>]

²² Ordinance 19236
[<https://mkcclegisearch.kingcounty.gov/LegislationDetail.aspx?ID=4652907&GUID=5E5E8D61-6B3B-46EC-937C-6FD39E8CB6F0&Options=Advanced&Search=>]

²³ Ordinance 19236
[<https://mkcclegisearch.kingcounty.gov/LegislationDetail.aspx?ID=4652907&GUID=5E5E8D61-6B3B-46EC-937C-6FD39E8CB6F0&Options=Advanced&Search=>]

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HTH focuses on expanding the supply of emergency housing (EH) and permanent supportive housing (PSH) and operating the homes it creates consistent with the Housing First model.²⁴ A robust body of research has demonstrated that the Housing First approach effectively ends homelessness, especially for people experiencing chronic homelessness who have higher service needs.²⁵ The Housing First approach encompasses a broad range of strategies for supporting previously homeless individuals that are reflected in the Housing First fidelity model and PSH quality standards.^{26, 27}

Since 2020, HTH has expanded access to affordable supportive housing countywide by partnering with cities on permitting, selecting service providers, and community engagement to open these sites. In some cases, navigating jurisdictional approval processes, construction timelines, and County and provider staff limitations extended the time necessary to open HTH buildings. Despite these delays, as of December 2024, HTH has secured a cumulative total of 1,434 units and served 1,858 residents previously at risk of or experiencing chronic homelessness.

From 2020 to 2024, HTH secured 17 sites across seven cities, achieving a pace faster than any previous related County effort.²⁸ In addition to 11 County-owned buildings, these HTH sites include six HTH “operations-only” buildings for which HTH funds the cost of operations and programming. As of December 2024, HTH had opened 11 of its 17 secured sites. The initiative is on track to open 15 of its sites by the end of 2025. HTH is partnering with eight service providers to operate HTH’s sites, as shown in Figure 1, further expanding and diversifying the region’s capacity to deliver this critical housing.

²⁴ Housing First in Permanent Supportive Housing. [<https://files.hudexchange.info/resources/documents/Housing-First-Permanent-Supportive-Housing-Brief.pdf>]

²⁵ Paula Goering, Scott Veldhuizen, Aimee Watson, Carol Adair, Brianna Kopp, Eric Latimer, Geoff Nelson, Eric MacNaughton, David Streiner & Tim Aubry. National At Home/Chez Soi Final Report. Mental Health Commission of Canada. (2014). [<https://www.mentalhealthcommission.ca/resource/national-at-home-chez-soi-final-report/>]

²⁶ Housing First in Permanent Supportive Housing. [<https://files.hudexchange.info/resources/documents/Housing-First-Permanent-Supportive-Housing-Brief.pdf>]

²⁷ Dimensions of Quality Supportive Housing. Corporation for Supportive Housing. 2013. [https://coresonline.org/sites/default/files/documents/CSH_Dimensions_of_Quality_Supportive_Housing_guidebook.pdf]

²⁸ HTH has opened buildings nearly twice as fast than traditionally funded projects, highlighting the strengths of the HTH model of housing development.

Figure 1: HTH Service Providers at HTH Sites, 2024

Service Provider	HTH Site Name ²⁹	Jurisdiction
Catholic Community Services (CCS)	Sidney Wilson House	Renton
	The Bob G. ³⁰	Queen Anne, Seattle
Chief Seattle Club	Salmonberry Lofts in Honor of Peter Joe	Pioneer Square, Seattle
	Sacred Medicine House (operations-only)	Lake City, Seattle
	Sweetgrass Flats (operations-only)	Central District, Seattle
Compass Housing Alliance	Don's Place	Auburn
Downtown Emergency Service Center (DESC)	The Mary Pilgrim	Bitter Lake, Seattle
	The Gateway in Honor of Tenaya Wright	Haller Lake, Seattle
	Burbridge Place (operations-only)	Green Lake, Seattle
	The North Star (operations-only)	Bitter Lake, Seattle
	Bloomside (operations-only)	Burien
Lavender Rights Project (LRP)/Chief Seattle Club	Sharyn Grayson House	Capitol Hill, Seattle
Plymouth Housing	Bertha Pitts Campbell Place (operations-only)	Central District, Seattle
	TBD. Building Secured.	Kirkland
The Salvation Army	Haven Heights in Honor of Bruce Thomas	Redmond
The Urban League of Metropolitan Seattle	The Booker House	Federal Way

HTH selected these service providers with municipal support to best serve the building's residents and ensure that the services provided are responsive to the diverse needs of residents. Catholic Community Services, Compass Housing Alliance, DESC, Plymouth Housing, and The Salvation Army are longstanding

²⁹ HTH's 17th site, known as the Argyle, is not listed in this table because DCHS has not identified a service provider to operate the building.

³⁰ CCS operated The Bob G. between April 2020 and June 2023, at which point the building was closed due to unsafe building conditions.

regional providers of emergency shelter and PSH.^{31, 32, 33, 34, 35} Chief Seattle Club, Lavender Rights Project, and the Urban League are deeply embedded in and have rich experience serving communities and populations most disproportionately experiencing homelessness. Chief Seattle Club is a Native-led housing and human services agency that serves American Indian and Alaska Native people.³⁶ Lavender Rights Project is a Black trans-led and founded organization centered in the values of social justice for trans and queer low-income people.³⁷ The Urban League of Metropolitan Seattle is an organization dedicated to improving the lives of communities of color.³⁸

These partnerships at HTH sites are vital to providing residents high quality services and creating inclusive environments that respect and celebrate the cultural backgrounds and lived experience of all residents and staff, thereby promoting a sense of belonging and support for marginalized individuals. HTH uses this pro-equity approach in all aspects of design and implementation, leading to community partnerships and cross-sector solutions with service providers that further HTH's goal to reduce racial and ethnic disproportionality in homelessness throughout the region.

Department Overview

King County's Department of Community and Human Services (DCHS) provides equitable opportunities for people to be healthy, happy, and connected to community. The Department, along with a network of community providers and partners, plays a leading role in creating and coordinating the region's human services infrastructure. In addition to HTH, DCHS stewards the revenue from the Veterans, Seniors, and Human Services Levy (VSHSL), Best Starts for Kids (BSK) Levy, the MIDD behavioral health sales tax, the Crisis Care Centers (CCC) Levy, and the Puget Sound Taxpayer Accountability Account (PSTAA), along with other state and federally-directed revenues.

The mission of DCHS' Housing and Community Development Division (HCD) is to increase housing stability and develop strong communities. The division strives to be anti-racist and to collaborate with partners to center historically excluded and systemically marginalized people. HCD leads DCHS' implementation of the HTH initiative. Other related work led by the division includes the Housing Finance Program that provides capital funding for income-restricted affordable housing and the Housing and Supportive Services Program which facilitates human services to support housing stability and individual safety.

³¹ Catholic Community Services [<https://ccsww.org/>]

³² Compass Housing Alliance [<https://www.compasshousingalliance.org/>]

³³ Downtown Emergency Services Center (DESC) [<https://www.desc.org/>]

³⁴ Plymouth Housing Group [<https://plymouthhousing.org/>]

³⁵ The Salvation Army [<https://seattle.salvationarmy.org/>]

³⁶ Chief Seattle Club [<https://www.chiefseattleclub.org/>]

³⁷ Lavender Rights Project [<https://www.lavenderrightsproject.org/>]

³⁸ The Urban League of Metropolitan Seattle [<https://urbanleague.org/>]

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The Facilities Management Division (FMD) of the Department of Executive Services (DES) provides clean, environmentally sustainable, and cost-effective environments at about 45 King County facilities. These include office buildings, Superior and District courthouses, Sheriff precincts, correctional facilities, and shelter/housing complexes. Major sections of FMD include Building Operations, Capital Projects, Finance, Planning and Administrative Services, Real Estate Services, and Security Management. FMD works closely with DCHS to support the acquisition, maintenance, building security, and building operations of County-owned HTH properties.

Key Historical Context and Current Conditions

King County launched HTH in 2020 at the height of the COVID-19 pandemic. The pandemic amplified the region's pre-existing housing and homelessness crises, forcing tens of thousands of King County households to fall behind on rent in an expensive housing market.^{39, 40} Social distancing requirements implemented during the pandemic further reduced overall shelter capacity while the rate of unsheltered homelessness climbed.⁴¹

The COVID-19 pandemic response demonstrated once again that single-room settings are more supportive of a person's stability, health, and ability to maintain housing compared to congregate shelters.⁴² Learning from this lesson, King County acquired hotels and apartments with the revenue created by the one tenth of a cent sales tax which was authorized by the Washington State Legislature in 2020 exclusively for housing use.^{43, 44}

The King County Executive proposed and developed the HTH initiative, with King County Council review and adoption by Ordinance. HTH is an innovative strategy that accelerates the region's response to chronic homelessness by establishing 1,600 new housing units in the face of compounding emergencies.

³⁹ King 5. King County Accepting Applications for Rental Assistance before Eviction Moratorium Expires. [<https://www.king5.com/article/news/health/coronavirus/king-county-accepting-applications-for-rental-assistance-before-eviction-moratorium-expires/281-0f3962e9-3abe-451d-8563-ebb4200e97d5>]

⁴⁰ Zillow King County Market Overview, data through July 31, 2021. [<https://www.zillow.com/king-county-wa/home-values/>]

⁴¹ King County Homelessness Response System Data Review: Q1 2021 Release. [https://kcrha.org/wp-content/uploads/2022/05/KC-Homeless-Response-System_Data-Review_Q12021.pdf].

⁴² University of Washington and King County DCHS: Impact of Hotels as Non-Congregate Emergency Shelters. (2020). [https://kcrha.org/wp-content/uploads/2020/11/Impact-of-Hotels-as-ES-Study_Full-Report_Final-11302020.pdf].

⁴³ RCW 82.14.530 as reflected in ESHB 1070 from 2021. [<http://lawfilesextra.leg.wa.gov/biennium/2021-22/Pdf/Bills/Session%20Laws/House/1070-S.SL.pdf?q=20210815073813>]

⁴⁴ King County Department of Community and Human Services. Health Through Housing: A Regional Approach to Address Chronic Homelessness. (2024). [<https://kingcounty.gov/en/legacy/depts/community-human-services/initiatives/health-through-housing>]

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The HTH model is based on the following foundational premises:

- Incorporate the lessons of COVID deintensification shelters, which reinforced research showing that single-room settings are more supportive of a person's stability, health, and ability to maintain housing.⁴⁵
- Exercise the authority provided by the Washington State Legislature to create a funding source generating sufficient capital to rapidly acquire and operate for the long-term up to 1,600 new supportive housing units.⁴⁶
- Take advantage of economic circumstances to buy relatively new or recently updated hotels and apartments, many of which include kitchen facilities, to substantially grow the region's stock of affordable homes quickly.
- Establish partnerships with cities across King County to site and operate EH and PSH at a speed and scale not previously possible. This coordinated strategy recognizes that to reduce chronic homelessness in King County, communities, cities, and the County must act boldly together to increase housing that is available to and supportive of residents who have been living outside.

The economic circumstances of the pandemic made hotels and apartments available for purchase at lower rates, allowing HTH to grow the region's stock of affordable homes quickly and at lower cost.⁴⁷

Three years into the Plan, HTH has continued to transform these hotels and apartments into EH and PSH with comprehensive wraparound services including case management, behavioral health support, health care, employment support, and crisis intervention for residents experiencing chronic homelessness.

As the world moves beyond the acute phase of the COVID-19 pandemic, the ongoing issues of homelessness, housing affordability, and racial inequity continue to be central concerns for King County. In 2024, the King County Regional Homelessness Authority found that 16,385 individuals were experiencing homelessness, a 39 percent increase from the 2020 Annual Point in Time (PIT) count of 11,751 individuals.⁴⁸

Furthermore, communities do not experience homelessness at the same rate. Black, Hispanic/Latin(a)(o)(x), American Indian, Alaska Native, or Indigenous, and Native Hawaiian or Pacific Islander individuals are overrepresented among those experiencing homelessness compared to King

⁴⁵ University of Washington and King County DCHS: Impact of Hotels as Non-Congregate Emergency Shelters. (2020). [https://kcrha.org/wp-content/uploads/2020/11/Impact-of-Hotels-as-ES-Study_Full-Report_Final-11302020.pdf.]

⁴⁶ RCW 82.14.530 as reflected in ESHB 1070 from 2021. [<http://lawfilesexternal.wa.gov/biennium/2021-22/Pdf/Bills/Session%20Laws/House/1070-S.SL.pdf?q=20210815073813>]

⁴⁷ Initial Health Through Housing Implementation Plan, page 11. [<https://mkcclegisearch.kingcounty.gov/View.ashx?M=F&ID=9959294&GUID=718EA25C-9032-448C-8C98-060B2C97B5E8>]

⁴⁸ King County Regional Homelessness Authority. 2024 Point in Time Count. [<https://kcrha.org/community-data/king-county-point-in-time-count/>]

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County's overall demographics.⁴⁹ Veterans are also an overrepresented group among those who received homelessness services countywide.⁵⁰

Multiple systemic and societal factors influence the racial-ethnic disproportionality among people experiencing chronic homelessness. Redlining, rental housing discrimination, and other racially exclusive land use and housing practices have limited affordable housing opportunities for communities of color and increased their risk of homelessness.⁵¹ Exposure to systemic racism, such as through the criminal legal system, the child welfare system, and lack of access to quality schools and health care can increase one's risk of becoming homeless.^{52, 53} Recent studies indicate that intergenerational poverty and engagement with multiple systems, which disproportionately affect communities of color, impede families' ability to remain united and to successfully avoid or escape homelessness.⁵⁴ Together, these factors shape the landscape of homelessness in King County.

This growing rate of homelessness has occurred concurrently with a drastic increase in housing costs. Between 2016 and 2023, the median gross rent in King County increased from \$1,418 to \$2,043,

⁴⁹ King County Department of Community and Human Services, Performance Measurement and Evaluation Division. Integrating Data to Better Measure Homelessness. (December 2021). [https://kingcounty.gov/~media/depts/community-human-services/department/documents/KC_DCHS_Cross_Systems_Homelessness_Analysis_Brief_12_16_2021_FINAL.ashx?la=en]

⁵⁰ King County Department of Community and Human Services, Performance Measurement and Evaluation Division. Integrating Data to Better Measure Homelessness. (December 2021). [https://kingcounty.gov/~media/depts/community-human-services/department/documents/KC_DCHS_Cross_Systems_Homelessness_Analysis_Brief_12_16_2021_FINAL.ashx?la=en]

⁵¹ King County Affordable Housing Committee. King County Countywide Planning Policies Housing Chapter Resources for Documenting the Local History of Racially Exclusive and Discriminatory Land Use and Housing Practices. (January 2024). [https://cdn.kingcounty.gov/-/media/king-county/depts/dchs/housing/affordable-housing-committee/ahccompplanreview/rdeluhp_resourceлист.pdf?rev=d1e7c0735892439487532f7eb35c6e9d&hash=7C570BD93F46FD91DB399D3AAE11BBC9]

⁵² National Alliance to End Homelessness. Homelessness and Racial Disparities. (December 2023). [<https://endhomelessness.org/homelessness-in-america/what-causes-homelessness/inequality/>]

⁵³ Zelaya, E. *Why School Segregation Matters*. Urban Institute. (April 27, 2022). [<https://housingmatters.urban.org/articles/why-school-segregation-matters#:~:text=School%20segregation's%20effects%20on%20spending%20and%20funding&text=Between%2Ddis trict%20segregation%20is%20associated,turn%2C%20influence%20students'%20opportunities.>]

⁵⁴ Olivet, J., Wilkey, C., Richard, M., Dones, M., Tripp, J., Beit-Arie, M., Yampolskaya, S., & Cannon, R. Racial Inequity and Homelessness: Findings from the SPARC Study. *The ANNALS of the American Academy of Political and Social Science*, 693(1), 82-100. (2021). [<https://journals.sagepub.com/doi/10.1177/0002716221991040>]

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marking a 44 percent increase.⁵⁵ This significant growth in housing costs has been partially driven by rapid population growth in the region. Between 2010 and 2023, the King County population increased 17 percent, increasing demand for housing and putting upward pressure on housing costs.^{56, 57} Nearly half of households (46 percent) in King County are cost-burdened, meaning they pay more than 30 percent of their income in rent.⁵⁸ Most extremely low-income households, or those earning less than or equal to 30 percent area median income (AMI), are severely cost burdened in King County, meaning they pay more than 50 percent of their income in rent.⁵⁹ These households are at high risk of homelessness and often do not have safe, affordable options in the private housing market. HTH plays a critical role in meeting the housing needs of residents who are at or below 30 percent AMI, especially those who have intersecting disabilities.

Legislative History, Initiative Goals, and Annual Reporting Requirements

In 2020, King County implemented the HTH sales tax through the adoption of Ordinance 19179, codified as King County Code (KCC) Chapter 4A.503.^{60, 61} After establishing the revenue for the initiative, King County adopted Ordinance 19236 in 2021, which detailed the implementation planning for the HTH initiative.⁶² This ordinance established the initiative's paramount goal through 2028 of creating and maintaining the ongoing operations of 1,600 units of affordable, supportive housing for individuals experiencing or at risk of chronic homelessness.⁶³ HTH is mandated to enhance access to health care,

⁵⁵ U.S. Census Bureau, "American Community Survey 1-Year Estimates: Selected Housing Characteristics," 2016 and 2023. [<https://data.census.gov/table/ACSDP1Y2016.DP04>] and [<https://data.census.gov/table/ACSDP1Y2023.DP04>]

⁵⁶ U.S. Census Bureau, "American Community Survey 1-Year Estimates: ACS Demographics and Housing Estimates," 2010 and 2023. [<https://data.census.gov/table/ACSDP1Y2010.DP05>] and [<https://data.census.gov/table/ACSDP1Y2023.DP05>]

⁵⁷ Alexandrov, A. Place the Blame Where It Belongs: Lack of Housing Supply is Largely Responsible for High Home Prices and Rents. The Urban Institute. (January 2024). [<https://www.urban.org/sites/default/files/2024-01/Place%20the%20Blame%20Where%20it%20Belongs.pdf>]

⁵⁸ U.S. Census Bureau, "American Community Survey 1-Year Estimates: Selected Housing Characteristics," 2023. [<https://data.census.gov/table/ACSDP1Y2023.DP04>]

⁵⁹ U.S. Census Bureau, "American Community Survey 5-Year Estimates: Public Use Microdata Sample," 2017-2022 [<https://www.census.gov/programs-surveys/acs/microdata/access.2022.html#list-tab-735824205>]

⁶⁰ Ordinance 19179 [<https://mkcclegisearch.kingcounty.gov/LegislationDetail.aspx?ID=4652676&GUID=8A31F2EE-23AF-4BA3-9306-CD87CD8B40A0&Options=&Search=&FullText=1>]

⁶¹ King County Code 4A.503 [https://aqua.kingcounty.gov/council/clerk/code/07_Title_4A.htm#_Toc54697848]

⁶² Ordinance 19236 [<https://mkcclegisearch.kingcounty.gov/LegislationDetail.aspx?ID=4652907&GUID=5E5E8D61-6B3B-46EC-937C-6FD39E8CB6F0&Options=&Search=&FullText=1>]

⁶³ Ordinance 19236 [<https://mkcclegisearch.kingcounty.gov/LegislationDetail.aspx?ID=4652907&GUID=5E5E8D61-6B3B-46EC-937C-6FD39E8CB6F0&Options=&Search=&FullText=1>]

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develop a mobile behavioral health intervention program, and address demographic disproportionality in homelessness.⁶⁴

In 2021, King County adopted Ordinance 19366, which adopted the Initial Health Through Housing Implementation Plan, outlined the process to establish an advisory committee for HTH, and set forth annual reporting requirements.^{65, 66} The plan outlines the processes for acquiring and operating supportive housing, engaging community stakeholders, and measuring the initiative's impact on chronic homelessness.⁶⁷ It also delineates the roles and responsibilities of the advisory committee, setting forth comprehensive annual reporting requirements to maintain transparency and accountability.⁶⁸

As of December 2024, the HTH Advisory Committee consisted of 13 people, including representatives from local communities, non-profit organizations, health care providers, and housing experts.⁶⁹ The Committee's purpose is to provide oversight, guidance, and expertise to ensure the initiative's objectives are met effectively and equitably.⁷⁰ The HTH Advisory Committee is intended to serve as a bridge between HTH and the communities it serves, ensuring that the voices and needs of those most affected by housing instability are heard and addressed.⁷¹ Appendix A of this report shows legislative and Plan language that sets out reporting elements and provides both the location of summary information in this report and tabs of the HTH dashboard that contain further information and opportunities to explore data.

HTH Progress in 2024 Expands on 2021-2023 HTH Activities

This annual report describes the HTH initiative's activities in 2024. Progress in 2024 built on HTH activities that took place between 2021 and 2023, during which significant progress was made to open buildings and house individuals formerly experiencing homelessness:

⁶⁴ Ordinance 19236 [<https://mkcclegisearch.kingcounty.gov/LegislationDetail.aspx?ID=4652907&GUID=5E5E8D61-6B3B-46EC-937C-6FD39E8CB6F0&Options=&Search=&FullText=1>]

⁶⁵ Ordinance 19366. [<https://mkcclegisearch.kingcounty.gov/LegislationDetail.aspx?ID=5121460&GUID=7DC46271-C6B3-4D90-B6DE-DEF37CD0A7D5&Options=Advanced&Search=&FullText=1>]

⁶⁶ King County Code 2A.300.200. [https://kingcounty.gov/council/legislation/kc_code/33_Title_24.aspx]

⁶⁷ Ordinance 19366. [<https://mkcclegisearch.kingcounty.gov/LegislationDetail.aspx?ID=5121460&GUID=7DC46271-C6B3-4D90-B6DE-DEF37CD0A7D5&Options=Advanced&Search=&FullText=1>]

⁶⁸ Ordinance 19366. [<https://mkcclegisearch.kingcounty.gov/LegislationDetail.aspx?ID=5121460&GUID=7DC46271-C6B3-4D90-B6DE-DEF37CD0A7D5&Options=Advanced&Search=&FullText=1>]

⁶⁹ King County Department of Community and Human Services. (n.d.) Health Through Housing Advisory Committee. [<https://kingcounty.gov/en/legacy/depts/community-human-services/initiatives/health-through-housing/advisory-committee>]

⁷⁰ Ordinance 19366. [<https://mkcclegisearch.kingcounty.gov/LegislationDetail.aspx?ID=5121460&GUID=7DC46271-C6B3-4D90-B6DE-DEF37CD0A7D5&Options=Advanced&Search=&FullText=1>]

⁷¹ Ordinance 19366. [<https://mkcclegisearch.kingcounty.gov/LegislationDetail.aspx?ID=5121460&GUID=7DC46271-C6B3-4D90-B6DE-DEF37CD0A7D5&Options=Advanced&Search=&FullText=1>]

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- Acquired a total of 11 buildings across Seattle, Renton, Redmond, Auburn, Kirkland, and Federal Way;
- Established service contracts to fund the operations of 477 additional operations-only units across five buildings in Seattle and Burien;⁷²
- Navigated the design, permitting, and rehabilitation processes to prepare five County-owned buildings for operations, and
- Moved residents into nine HTH sites and continued to expand comprehensive services at the sites.⁷³

Report Requirements

This annual report summarizes the activities of the HTH initiative through the end of 2024 and fulfills the reporting requirements in KCC 2A.300.200.A. Specifically, this document includes summaries of the accomplishments and effectiveness of the expenditure of HTH sales tax proceeds in 2024 as well as financial information including, but not limited to, the allocation of proceeds by jurisdiction.⁷⁴

This report also summarizes the significant additional annual data reporting provided by HTH's 2024 online dashboard, as called for by the Health Through Housing Implementation Plan as adopted by Ordinance 19366.^{75, 76, 77} Finally, this report provides information about the Health Through Housing Advisory Committee and confirms that the Committee has certified that the online dashboard is current and updated with 2024 data and ready for review, as directed by the Plan.^{78, 79}

A. Performance Overview: Accomplishments and Effectiveness in 2024

The HTH initiative transformed an emergency response strategy to the COVID-19 pandemic into an innovative, long-term effort to significantly address the region's homelessness crisis. By acquiring and repurposing hotels and apartments throughout the County and providing vital operations funding to

⁷² As described in the Plan, the term operations-only refers to buildings that have been permanently added to the HTH portfolio via service contracts. Nonprofit organizations retain ownership of operations-only buildings whereas HTH funds operations and services costs associated with those buildings.

⁷³ This includes the Bob G., which was closed in June 2023 due to unsafe building conditions .

⁷⁴ KCC 2A.300.200.A. [https://aqua.kingcounty.gov/council/clerk/code/05_Title_2A.htm#_Toc473536140]

⁷⁵ Ordinance 19366. [<https://mkkclegisearch.kingcounty.gov/LegislationDetail.aspx?ID=5121460&GUID=7DC46271-C6B3-4D90-B6DE-DEF37CD0A7D5&Options=Advanced&Search=>]

⁷⁶ Initial Health Through Housing Implementation Plan.

[<https://mkkclegisearch.kingcounty.gov/View.ashx?M=F&ID=9959294&GUID=718EA25C-9032-448C-8C98-060B2C97B5E8>]

⁷⁷ Health Through Housing Dashboard. [<https://www.kingcounty.gov/hthdashboard>]

⁷⁸ Initial Health Through Housing Implementation Plan.

[<https://mkkclegisearch.kingcounty.gov/View.ashx?M=F&ID=9959294&GUID=718EA25C-9032-448C-8C98-060B2C97B5E8>]

⁷⁹ Health Through Housing Dashboard. [<https://www.kingcounty.gov/hthdashboard>]

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providers, HTH has increased housing capacity for residents who are experiencing or at risk of chronic homelessness. In 2024, HTH ended the year with 1,434 housing units secured, and a total of 954 units open across 11 sites, reflecting its commitment to expand the availability of supportive housing across the region in collaboration with host jurisdictions, neighboring communities, and community-based supportive housing operators.⁸⁰

2024 Highlights

HTH's 2024 activities reflect a continued focus on rehabilitating and opening buildings, bringing people inside, and connecting residents with health care and other supports. HTH opened three sites to residents in 2024 (Sacred Medicine House, Bloomsides, and Haven Heights in Honor of Bruce Thomas). It also worked through the pre-occupancy process to design, permit, and conduct major construction work at three additional properties in Federal Way, Capitol Hill, and Kirkland that are planned to open in 2025. In 2024, HTH also invested in an additional 84 operations-only units at Sweetgrass Flats in the Central District of Seattle, which are also planned to open in 2025. In addition to its progress rehabilitating buildings and opening buildings, the HTH initiative significantly expanded the scope of services provided at its open sites, including the expansion of Mobile Response Teams, King County Metro transportation services, and DCHS' Employment Resource Program (ERP) to all open sites.

2024 highlights include:

- HTH made significant progress securing new sites, gathering permits, procuring contractors, and renovating and opening new emergency housing (EH) and Permanent Supportive Housing units (PSH). At the end of 2024, 954 homes were open across 11 sites (compared to 724 homes across eight sites at the end of 2023). Additionally, HTH was poised to open another four sites by the end of 2025.
- HTH expanded the scope of services provided and people served at its 11 open sites, serving a total of 1,281 people in 2024 (compared to 911 people served in 2023).
- HTH made progress addressing racial and ethnic disproportionality among the homeless population, including by increasing the American Indian, Alaska Native, and Indigenous proportion of HTH residents by 60 percent.
- HTH provided increased capacity building and technical assistance to its housing operators by offering six in-depth trainings and individualized technical assistance, and launching a new Community of Practice.
- HTH achieved positive health outcomes. For example, after one year, HTH residents' total number of days in inpatient hospital care decreased by 33 percent, and their total number of emergency department visits dropped by 17 percent.

⁸⁰ HTH considers a unit opened when it becomes ready for resident occupancy. HTH opens a unit after completing renovations and contracting with a service provider who ensures the facility can function as intended, providing safe and supportive housing.

- HTH achieved positive housing stability outcomes among its PSH residents, with 95 percent of PSH residents maintaining their housing or moving to another permanent housing destination.
- HTH achieved continued success housing individuals with ties to the city in which their HTH building is located, with 97 percent of HTH residents reporting existing ties to the communities where they reside.
- HTH sites maintained high occupancy rates in 2024, with the majority of buildings ending the year with an occupancy rate above 90 percent.

The following subsections describe the initiative’s 2024 activities in depth and provide performance data at the program and population level.

Number of Secured and Open Housing Units by Year-End 2024

HTH has made significant progress securing, developing, and opening new EH and PSH units. HTH ended 2024 with 1,434 secured housing units, reflecting the HTH initiative’s continued progress towards reaching the goal of securing 1,600 units.

In 2024, HTH opened 230 units for occupancy across three buildings, including 120 at Sacred Medicine House, 95 at Bloomsides, and 15 at Haven Heights in Honor of Bruce Thomas. These three building openings bring the total number of open units in the HTH portfolio to 954.

In 2024, HTH also invested in an additional 84 operations-only units at Sweetgrass Flats in the Central District of Seattle, which are planned to open in 2025. HTH contracted with Chief Seattle Club, a Native-led housing and human services agency, to operate this building. As shown in Figure 2, this site brings the total number of HTH housing units secured since inception to 1,434.⁸¹

In 2024, HTH also made significant progress navigating the design, permitting, and rehabilitation process at three acquired sites, which are planned to open in 2025. These three sites include 32 units in Seattle, 103 units in Kirkland, and 86 sites in Federal Way. Once these three buildings open in 2025, HTH will have opened 15 of its 17 secured sites.

⁸¹ HTH added a net total of 76 units in 2024. This total net increase accounts for the following: the addition of 84 operations-only units at Sweetgrass Flats, six units being removed from HTH’s housing unit count at Kirkland, and two units being removed from HTH’s housing unit count at the Sharyn Grayson House. The Kirkland site underwent an architectural design update following consultation with Plymouth which reduced the units of housing from 109 to 103. Of the 34 residential units at the Sharyn Grayson House, two have been allocated for operator use, leaving 32 units available for housing residents.

Figure 2: Cumulative Number of HTH Housing Units, 2024⁸²



Even as the HTH initiative proceeds far more quickly than other emergency and supportive housing development, it has faced challenges securing and opening 1,600 units. Work has progressed more slowly than initially projected due to extensive permitting, construction, and community engagement timelines, funding constraints, and building conditions. For example, across HTH sites, navigating jurisdictional approval has extended the time necessary to open HTH buildings. DCHS has found that, on average, HTH needs six months to compile all the documentation required for a permit application and typically receives notification of permit approval more than five months after that. Permitting timelines can also vary significantly, as one jurisdiction's building permit approval came 13 months after application. These local governmental processes significantly impact the speed with which HTH can open buildings.

Further, since 2021, the revenue generated by the one tenth of a cent of sales tax has not grown as quickly as the costs of operating and maintaining HTH buildings. For instance, the costs of maintenance work conducted by FMD staff has increased 5.5 percent each year. To help manage rising costs associated with inflation, HTH embedded an annual five percent increase into service and operation contracts. However, HTH tax revenue is not increasing at the same pace. Since 2021, tax revenue generated by the sales tax has grown by an average of only 4.5 percent each year.

King County has also faced challenges related to the condition of purchased buildings, including at the Bob G. building. This site, originally named the Inn at Queen Anne, was a critical component of King County's response to the COVID-19 pandemic, having been originally leased as part of shelter deintensification efforts. The HTH initiative purchased this 80-unit building in May 2021. After acquisition, building deficiencies were identified that had not been evident in the original property condition report.^{83, 84} Given the condition of the building, the Executive has analyzed multiple options

⁸² The measure for tracking progress towards HTH's 1,600 unit paramount goal is the cumulative number of *housing units*, which refers specifically to units that will be used for residential purposes. Thus, this figure shows only housing units. By contrast, the 2022 annual report showed the total universe of units obtained irrespective of use (e.g. administrative space, community rooms), and or municipal limits on occupancy.

⁸³ Falkin Associates. Property Condition Assessment. (May 13, 2021).

⁸⁴ Rolluda Architects. King County FMD, Inn at Queen Anne Building Assessment. (February 22, 2022).

for construction and building use to determine the most cost-effective path forward. As of the drafting of this report, the Executive is still determining the best course of action.

Additionally, King County has faced challenges opening the Argyle, a 10-unit building located in downtown Seattle. The building requires additional renovation before it can be operated as PSH.⁸⁵ Because of the building's small size, it has also been challenging to identify an operator who can cost effectively provide 24/7 services to such a small number of residents. In addition, Sound Transit is now considering building new light rail stations along 4th Avenue, where the Argyle is located.⁸⁶ Given this recent development, DCHS is weighing all options for the site and will closely monitor the community engagement on changes along this corridor.

In response to these challenges, the HTH initiative has been working to expand operations-only buildings and, as funding allows, intends to continue expanding the HTH portfolio by funding operations-only units moving forward, rather than making future building acquisitions. As described in the HTH Implementation Plan, the term operations-only refers to operator-owned buildings that have been permanently added to the HTH portfolio via service contracts, without HTH capital investment.⁸⁷ Nonprofit organizations retain ownership of these operations-only HTH buildings while HTH funds operations and services costs associated with those buildings. HTH has funded operations-only units as part of its portfolio since 2022. Operations-only units enable HTH to continue growing the portfolio cost-effectively and expediently, while reducing King County's overall financial exposure as the acquisition and construction are not paid for with HTH funds. Pursuing this strategy will ensure that the HTH initiative is able to better provide long term, dependable financial support for the full operations of all HTH units, consistent with the HTH Implementation Plan. In 2025 and beyond, DCHS plans to use this strategy for continued expansion of HTH's portfolio as the HTH initiative closes in on its paramount goal of opening 1,600 homes.

As HTH funds more funding operations-only units, it will help to meet the need for operations funding among PSH developers in King County. Currently, many of the PSH buildings in which King County is invested through the Housing Finance Program have capital source, but do not have sufficient or ongoing funding for operations. This is partly due to a decrease in operations funding generated through document recording fees, which have declined in recent years as real estate transactions have slowed, as providers' operations costs have continued to increase.⁸⁸

⁸⁵ For example, before opening for operations, a front lobby would need to be added for 24/7 staffing.

⁸⁶ Sound Transit. Ballard Link Extension Scoping Summary Report. (February 2025).

[<https://www.soundtransit.org/sites/default/files/documents/BL-NEPA-Scoping-Summary-Report-02132025.pdf>]

⁸⁷ Initial Health Through Housing Implementation Plan.

[<https://mkcclegisearch.kingcounty.gov/View.ashx?M=F&ID=9959294&GUID=718EA25C-9032-448C-8C98-060B2C97B5E8>]

⁸⁸ Susan Shain. Washington Projects \$250M Funding Shortall for Homeless Services. Northwest Public Broadcasting. (October 30, 2024). [<https://www.nwpb.org/2024/10/30/washington-projects-250m-funding-shortfall-for-homeless-services/>]

Number of People Housed in Health Through Housing Sites

In 2024, HTH permanently or temporarily housed a total of 1,281 people. As of December 31, 2024, HTH operated seven sites as PSH and four as Emergency Housing (EH). In 2024, HTH's PSH sites housed a total of 686 residents and HTH's EH sites housed a total of 595 individuals, as shown in Figure 3. This represents a net increase of 370 residents in 2024 as compared to 2023. This increase is due to residents continuing to move into Salmonberry Lofts in Honor of Peter Joe, Don's Place, and Burbridge Place, as well as the opening of Sacred Medicine House, Bloomside, and Haven Heights in Honor of Bruce Thomas.⁸⁹

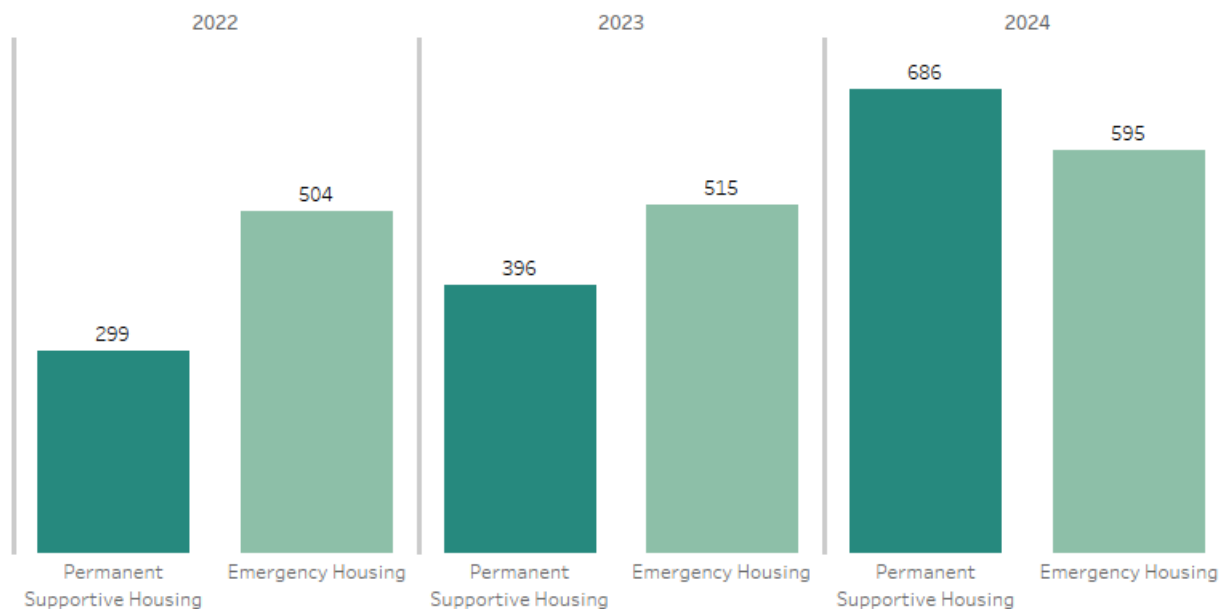
⁸⁹ Burbridge Place's residents moved in from December 2023 through April 2024. Salmonberry Lofts in Honor of Peter Joe opened in January of 2023, but major plumbing needs resulted in the temporary relocation of some residents in February 2023. Salmonberry Lofts in Honor of Peter Joe opened up again for full lease up in December 2023, and continued moving residents in during the first few months of 2024. Don's Place used a phased move in approach, where 11 residents moved into the building during December 2022 while building rehabilitation took place, and then the final 70 residents moved in during January and February 2024.

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Figure 3: People Housed in HTH Emergency Housing or Permanent Supportive Housing, 2022-2024⁹⁰



Source: Seattle-King County Homeless Management Information System (HMIS) Data as of 3/1/2025.

Because HTH residents sometimes move throughout the year, the number of people who are housed at any one point in time is lower than the total number of people housed in HTH buildings throughout the entire year. Accordingly, on December 31, 2024 the HTH initiative was housing 897 people, compared to 574 residents on December 31, 2023.

To open a site as PSH, a developer must obtain special use permits, ensure compliance with local zoning laws, and often undertake significant renovations to meet the long-term living standards required for PSH. This process can take two to five years. Generally, city building codes require EH sites to meet basic health and safety standards without the extensive renovations often required for PSH, allowing EH sites to open faster. In alignment with the Implementation Plan, HTH often opens newly acquired sites as EH in order to immediately provide housing to chronically homeless King County residents. The Implementation Plan aspires to have 50 percent of the units that enter the portfolio as EH be converted to PSH by 2028. HTH is currently on track to meet this goal through the conversion of EH units to PSH at Haven Heights in Honor of Bruce Thomas, The Gateway in Honor of Tenaya Wright, and its Kirkland site,

⁹⁰ In prior annual reports, the counts of People Housed in Health Through Housing (HTH) EH and PSH represented the total number of unique individuals served within each housing type, regardless of movement between them. This resulted in a small number of individuals being counted in both EH and PSH if they transitioned between programs. Beginning this year, individuals who moved from EH into PSH are counted only in PSH, so that the EH and PSH counts sum to the total number of distinct individuals housed by HTH. This change results in slightly lower counts for earlier housing types when compared across years.

as shown in Figure 4. In 2024, HTH worked to procure general contractors that will complete the renovations needed to open Haven Heights in Honor of Bruce Thomas and the Kirkland site as PSH. HTH also submitted permit applications to convert the Gateway into PSH. Coordination with the City of Seattle regarding the Gateway is in progress.

Figure 4: Progress Towards 50 Percent Conversion Goal

Total Units Secured as EH	572
Goal: 50% of units → PSH	286

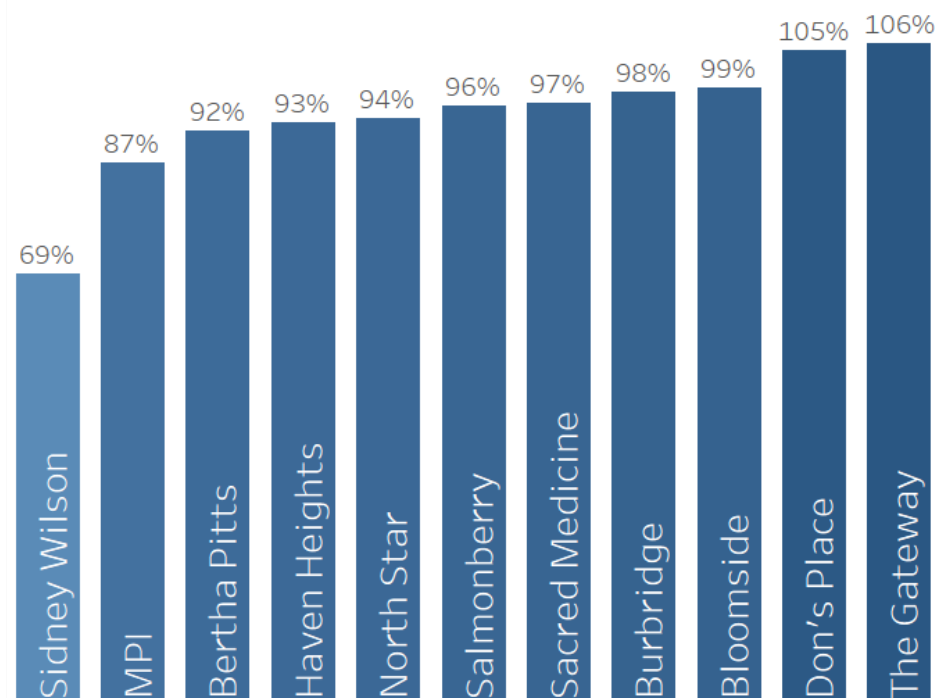
Buildings to be Converted	Units
The Gateway in Honor of Tenaya Wright	113
Haven Heights in Honor of Bruce Thomas	100
Kirkland site	103
Total	316

Percent of Housing Units that Are Occupied

Across the portfolio, HTH sites maintained high occupancy rates in 2024, with the majority of buildings ending the year with an occupancy rate above 90 percent. As of December 31, 2024, The Gateway in Honor of Tenaya Wright achieved the highest occupancy rate (106 percent), with 120 residents living in 113 housing units, as shown in Figure 5.⁹¹ Don's Place had the second highest occupancy rate (105 percent), followed by Bloomsides (99 percent), Burbridge Place (98 percent), Sacred Medicine House (97 percent), Salmonberry Lofts in Honor of Peter Joe (96 percent), The North Star (94 percent), Haven Heights in Honor of Bruce Thomas (93 percent), Bertha Pitts Campbell Place (92 percent), and Mary Pilgrim Inn (87 percent). Sidney Wilson House ended the year with the lowest occupancy rate (69 percent) as a result of a fire event that resulted in 13 units being taken offline for extensive repairs. King County procured a general contractor in early 2025 that is working to repair these units.

⁹¹ There are several reasons why HTH buildings have occupancy rates above 100 percent. Occupancy is calculated by dividing the number of residents housed by the number of units available for occupancy, which means the occupancy rate will be above 100 percent if multiple residents are living in one room. HTH sites place multiple residents in a single room for a few reasons: HTH provides housing for couples who live together, and, in some sites, residents at high risk of overdosing are given roommates to reduce the risk of overdose.

Figure 5: Occupancy of HTH Buildings as of December 31, 2024



Source: Seattle-King County Homeless Management Information System (HMIS) Data as of 3/1/2025.

Notes: The occupancy rate for Haven Heights in Honor of Bruce Thomas is calculated based on the number of units that are currently available for occupancy (which is 15). Haven Heights in Honor of Bruce Thomas is using a phased move in approach, where 15 residents moved in during 2024 while building rehabilitation took place. Once this rehabilitation work is complete, the building will have 100 housing units.

Percent of HTH Residents who Maintain Housing in HTH or Exit to Permanent Housing

In 2024, the HTH initiative achieved positive housing stability outcomes among its PSH residents, with 95 percent of PSH residents maintaining permanent housing. This represents a slight increase from 2023, during which 91 percent of PSH residents maintained permanent housing.

Over the last year, HTH's PSH sites continued to perform stronger than EH sites in helping people maintain their housing or move to stable housing elsewhere. While 95 percent of HTH residents in PSH buildings maintained permanent housing, 58 percent of HTH EH residents maintained their housing or moved to another permanent housing destination in 2024. The percent of residents in EH buildings who maintain their housing or moved to another permanent destination has stayed relatively stable since 2023 (57 percent).

Permanent Supportive Housing

In 2024, residents maintained their housing at similar rates across HTH's PSH buildings, as shown in Figure 6. Bloomside maintained the highest rate of housing stability in 2024 with 99 percent of their

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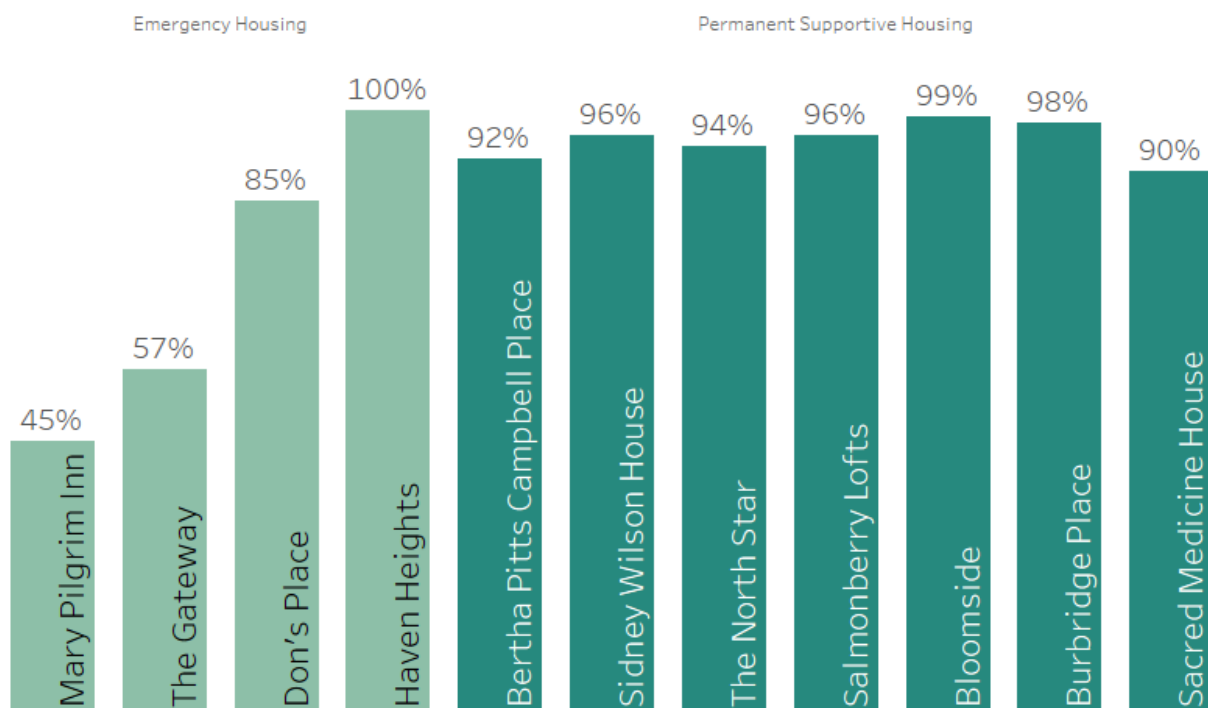
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residents maintaining housing, followed by Burbridge Place (98 percent), Salmonberry Lofts in Honor of Peter Joe (96 percent), Sidney Wilson House (96 percent), The North Star (94 percent), and Bertha Pitts Campbell Place (92 percent), and Sacred Medicine House (90 percent).

For all buildings that have operated for at least two years, the rate of residents who maintained their housing was lower in the second year the building was open as compared to the first year. (Because most buildings open midway through the year, the first calendar year's data reflects a much shorter period of time.) For PSH sites that have operated for three years, the rate of residents who maintained their housing increased slightly relative to 2023 (Bertha Pitts Campbell Place, Sidney Wilson House, and the North Star). HTH's 95 percent overall rate of maintaining PSH housing or moving on to other permanent destinations is slightly higher than the regional PSH housing stability average of 94 percent.⁹²

Figure 6: Percent of Residents who Maintained HTH Housing or Exited to Other Permanent Housing, 2024



Emergency Housing

In 2024, HTH's four EH sites continued to serve as a critical bridge for individuals in transition from homelessness, with 58 percent of EH residents maintaining their housing or moving to other permanent

⁹² King County Regional Homelessness Authority (KCRHA) System Performance Dashboard, Homeless Management Information System (HMIS) data as of 12/2/2024. <https://kcrha.org/community-data/system-performance/>

destinations. HTH operators work to engage residents in case management and other services to support their health and wellbeing, and promote housing stability. However, not all residents choose to stay in EH buildings. Among the remaining EH residents, 23 percent moved to shelters and other homeless situations. For another nine percent, HTH does not have data on where the resident went after exiting the site.⁹³ For the remaining residents, eight percent moved on to institutional situations, and three percent moved on to temporary housing. An additional 15 individuals passed away while enrolled with HTH. As shown in Figure 6, in its first year of operation, Haven Heights in Honor of Bruce Thomas had the highest rate of housing stability in 2024 among EH sites, with 100 percent of residents staying in their HTH unit or exiting to permanent housing.⁹⁴ At Don's Place, the rate of residents who maintained their housing or exited to permanent housing increased from 69 percent in 2023 to 85 percent in 2024, a level of stability similar to HTH's PSH buildings.

The rate of residents who maintained their housing or exited to permanent housing at The Gateway in Honor of Tenaya Wright and Mary Pilgrim Inn stayed relatively stable compared to 2023 and remained lower than rates at HTH PSH buildings. At The Gateway in Honor of Tenaya Wright, 57 percent of residents maintained their housing or moved to permanent destinations, compared to 59 percent in 2023. At Mary Pilgrim Inn, 45 percent of residents maintained their housing or moved to permanent housing, compared to 49 percent in 2024. The lower rates of housing stability at The Gateway in Honor of Tenaya Wright and Mary Pilgrim Inn, compared to other HTH EH sites, may be a product of the extreme vulnerability of those housed at these two sites. DESC uses a Vulnerability Assessment Tool to select residents that prioritizes housing for the most vulnerable residents of our community.⁹⁵

While the HTH initiative seeks to help all residents maintain their housing long-term, the 58 percent overall rate of maintaining HTH EH housing or moving on to other permanent destinations is generally on par with regional EH housing stability averages.⁹⁶ Across King County in 2024, 67 percent of residents of other, non-HTH enhanced non-congregate and hotel shelters maintained their housing or exited to permanent destinations. While it is expected for HTH EH buildings to have lower housing stability outcomes than PSH buildings, DCHS will continue to work with DESC to assess these trends and to explore further adaptations to support residents effectively.

Number of People Moved from Chronic Homelessness to Permanent Housing

HTH PSH and EH residents sometimes move to other permanent housing destinations. In EH buildings, HTH operators regularly look for openings in PSH buildings (including HTH PSH buildings) that EH

⁹³ Seattle-King County Homeless Management Information System (HMIS) Data as of 3/1/2025. The absence of data for some residents may reflect the resident opting not to report or data not being collected at exit, among other reasons.

⁹⁴ The high housing stability rate at Haven Heights in Honor of Bruce Thomas is partly due to building's small cohort. Only 15 residents currently live in the building, which has been open since June 2024.

⁹⁵ DESC. Vulnerability Assessment Tool. [<https://www.desc.org/what-we-do/vulnerability-assessment-tool/>].

⁹⁶ Seattle-King County Homeless Management Information System (HMIS) Data as of 3/1/2025.

residents can move into permanently. In PSH buildings, residents may decide to move to other permanent destinations that better align with their personal preferences and needs, such as being closer to family. Accordingly, the total number of people that move from chronic homelessness to permanent housing with the help of the HTH initiative is higher than the total number of HTH PSH units open at any point in time. As shown in Figure 7, throughout 2024, 701 individuals were permanently housed in HTH PSH units or moved on to permanent housing elsewhere with the help of HTH resources. Of those 701 individuals, 658 were chronically homeless.⁹⁷

Figure 7: Number of People Moved from Chronic Homelessness to Permanent Housing, 2024



Source: Seattle-King County Homeless Management Information System (HMIS) Data as of 3/1/2025.

⁹⁷ 43 residents were at risk of chronic homelessness prior to HTH's intervention, as defined by KCC 4A.503.

Notes on Figure 7: KCC 24.30.010.B defines “at risk of chronic homelessness” as a household that: (1) includes an adult with a developmental, physical or behavioral health disability; (2) is currently experiencing homelessness for only 10 to 12 months in the previous three years, or has experienced homelessness for a cumulative total of 12 months within the last five years; and (3) includes one adult that has been incarcerated within the previous five years in a jail or prison, includes one adult that has been detained or involuntarily committed under chapter 71.05 RCW, or identifies as a member of a population that is demographically overrepresented among persons experiencing homelessness in King County.⁹⁸

Average Length of Stay

Overall, HTH residents sustained stable, long-term housing in 2024 as shown in Figure 8. Because the various HTH buildings that were operational in 2024 became available to residents at different times, length of stay statistics vary dramatically. Unsurprisingly, HTH sites that have opened recently have shorter lengths of stay on average than sites that have been established for longer periods of time.

Among all HTH sites, Sidney Wilson House in Renton averaged the longest length of stay, with residents staying in the building for an average of 941 days, followed by Bertha Pitts Campbell Place (709 days), The North Star (682 days). HTH EH sites experienced shorter lengths of stay, with residents staying at The Gateway in Honor of Tenaya Wright for an average of 310 days, followed by 165 days at Mary Pilgrim Inn. HTH sites that moved residents in during 2024 also experienced shorter lengths of stay, as would be expected. Residents stayed at Salmonberry Lofts in Honor of Peter Joe for an average of 491 days, followed by Burbridge Place (289 days), and Don’s Place (249 days).⁹⁹ The HTH sites that opened in 2024 showed the shortest lengths of stay, with residents staying at Sacred Medicine House for 187 days, followed by Bloomsides (159 days) and Haven Heights in Honor of Bruce Thomas (122 days).

Overall, the average length of stay at HTH’s EH sites (The Gateway in Honor of Tenaya Wright, Mary Pilgrim Inn, Don’s Place, and Haven Heights in Honor of Bruce Thomas) is 212 days of continuous residence. This is longer than the average amount of time single adults stay in emergency shelters in King County (147 days in 2024).¹⁰⁰ This demonstrates that HTH EH sites provide immediate relief from unsheltered homelessness in a manner that offers a greater level of resident stability and support services than can be found in the traditional congregate shelter model.¹⁰¹

⁹⁸ Initial Health Through Housing Implementation Plan.

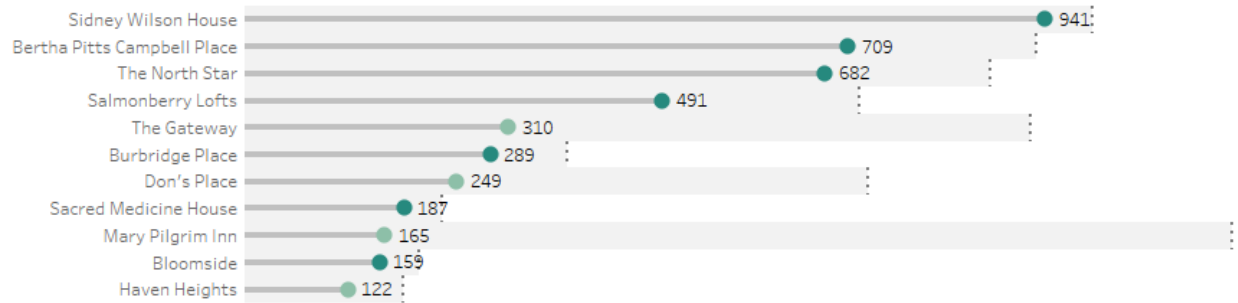
[<https://mkkcclegisearch.kingcounty.gov/View.ashx?M=F&ID=9959294&GUID=718EA25C-9032-448C-8C98-060B2C97B5E8>]

⁹⁹ Burbridge Place’s first residents moved in in December 2023. Salmonberry Lofts in Honor of Peter Joe opened in January of 2023, but major plumbing needs resulted in the relocation of some residents to hotel rooms in February of 2023. Salmonberry Lofts in Honor of Peter Joe opened for full lease up in December of 2023. Don’s Place used a phased move in approach, where 11 residents moved in to the building during December 2022 while building rehabilitation took place, and then the final 70 residents moved in during January and February of 2024.

¹⁰⁰ KCHRA System Performance Dashboard. [<https://kcrha.org/community-data/system-performance/>]

¹⁰¹ Colburn, G., Fyall, R., McHugh, C., Moraras, P., Ewing, V., Thompson, S., Dean, T., & Argodale, S. Hotels as Noncongregate Emergency Shelters: An Analysis of Investments in Hotels as Emergency Shelter in King County, Washington During the COVID-19 Pandemic. *Housing Policy Debate*. 2022; 32(6): 853–875. [<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC10586465/>]

Figure 8: Average Length of Stay for HTH Sites, 2024



Source: Seattle-King County Homeless Management Information System (HMIS) Data as of 3/1/2025.

HTH Residents' Health Challenges

People experiencing homelessness die on average 12 years sooner than the general U.S. population.¹⁰² Research shows that homelessness both causes and exacerbates illness and chronic mental and physical health conditions in people experiencing homelessness.¹⁰³ Their lack of housing creates barriers to accessing health care and following health care directives, such as adhering to mental health and prescription medication routines.¹⁰⁴ Because homelessness is linked to physical and mental health conditions, HTH services are designed to support residents with a wide range of health challenges. As one client stated, "Before getting to [the Gateway], I used to think that I'd die on the streets, but [the Gateway] gave me a second chance in life."

In 2024, HTH residents reported the following health challenges at move-in: mental health disorder (67 percent), substance use disorder (52 percent), physical disability (36 percent), chronic health condition (25 percent), and developmental disability (13 percent), as shown in Figure 9. Further, 60 percent of residents reported multiple health conditions. HTH residents generally report more health conditions at move-in than other chronically homeless adults tracked in Homeless Management Information System (HMIS). For instance, 27 percent more HTH residents report a mental health condition compared to the chronically homeless population; 10 percent more report physical disabilities, and 27 percent more report substance use disorders.¹⁰⁵

¹⁰² National Health Care for the Homeless Council. Homelessness and Health: What's the Connection? (February 2019). [<https://nhchc.org/wp-content/uploads/2019/08/homelessness-and-health.pdf>]

¹⁰³ National Health Care for The Homeless Council. Homelessness & Health: What's the Connection? (February 2019). [<https://nhchc.org/wp-content/uploads/2019/08/homelessness-and-health.pdf>]

¹⁰⁴ National Health Care for the Homeless Council. Homelessness and Health: What's the Connection? (February 2019). [<https://nhchc.org/wp-content/uploads/2019/08/homelessness-and-health.pdf>]

¹⁰⁵ Seattle-King County Homeless Management Information System (HMIS) Data as of 3/1/2025.

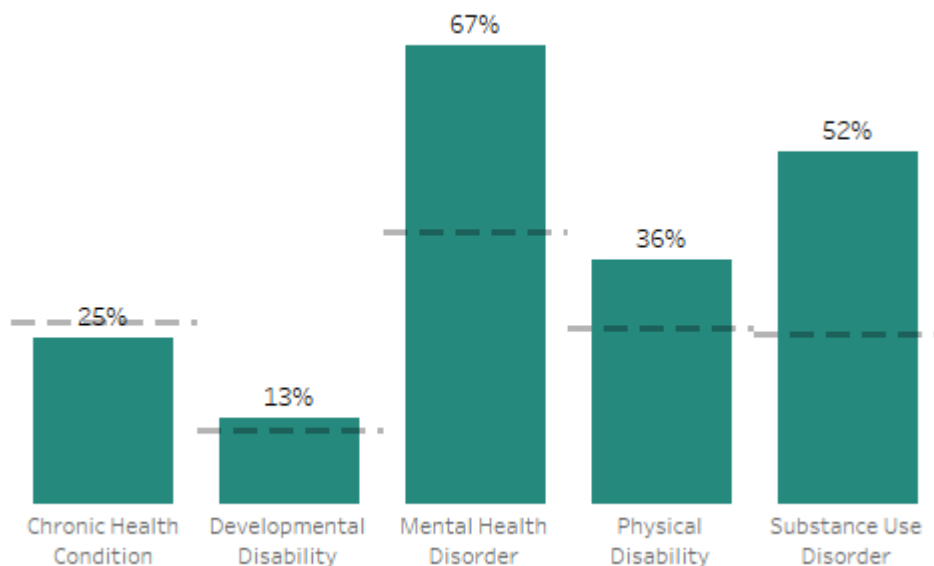
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Since 2022, the health challenges residents reported at move-in have fluctuated slightly year by year. For instance, in 2024, four percent more residents reported that they had a mental health disorder, and eight percent more residents reported a development disability compared to 2022. On the other hand, one percent fewer residents reported a substance use disorder at move in; 13 percent fewer residents reported a physical disability, and seven percent fewer reported a chronic health condition compared to 2022. These changes may reflect normal year-to-year fluctuations in data based on which residents moved into HTH sites in each year.

Figure 9: Percent of HTH Residents Reporting Health Conditions at Move-in, 2024, dotted line represents conditions reported by all adults experiencing homelessness in HMIS



Source: Seattle-King County Homeless Management Information System (HMIS) Data as of 3/1/2025.

Health and Wellbeing Supports

HTH sites are operated by knowledgeable staff who are experts in evidence-based, Housing First practices and are equipped to offer high-quality, wraparound support to their residents.¹⁰⁶ Every HTH site is staffed 24/7 with individuals trained to respond to crises. All HTH residents are assigned a case manager at move-in who helps them develop individualized treatment plans based on their specific needs and preferences. HTH site staff meet regularly to plan and review services for program participants and develop strategies for supporting residents who are not meeting their goals.

¹⁰⁶ Housing First in Permanent Supportive Housing. [<https://files.hudexchange.info/resources/documents/Housing-First-Permanent-Supportive-Housing-Brief.pdf>]

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In 2024, HTH expanded the scope of services provided at its 11 open sites, ensuring all residents had access to services targeting a broad range of life areas, including health and wellness, employment, food, transportation, and crisis services. Specifically, DCHS facilitated the expansion of HTH’s Mobile Response Teams, King County Metro transportation services, and DCHS’ Employment Resource Program (ERP) to all open HTH sites. HTH operators also continued to establish additional community partnerships to deliver targeted services to meet their residents’ specific needs.

Behavioral Health Services

In 2024, HTH continued to expand the Mobile Response Team (MRT) managed by DESC to new sites. The MRT helps address the behavioral health needs of residents by delivering individual and group peer support services, crisis response and de-escalation, case management, and navigation to behavioral health services. Figure 10 shows the total number of clients served by location in 2024. In 2024, the MRT expanded to serve all 11 open sites, an increase from six sites at the end of 2023. The MRT served 166 HTH clients in total, including by resolving 149 crises and conducting 54 peer support groups at HTH sites. The MRT also connected 18 HTH residents to other services, including long term case management, mental health care, medical care, substance use treatment, and/or peer support services. The MRT is a critical service for residents requiring low barrier and immediate behavioral health support. Staff at Salmonberry Lofts in Honor of Peter Joe noted that the support MRT provides is “amazing” and is critical to helping residents that need enhanced support.¹⁰⁷ The MRT’s multidisciplinary team is intended to provide 24/7 coverage, though workforce conditions did not allow the team to operate overnight in 2024.¹⁰⁸

Figure 10: Number of Health Through Housing (HTH) Clients Receiving Mobile Response Team (MRT) Services by Geographic Area¹⁰⁹

Jurisdiction	Zip Code	# Clients Served
Auburn	98001	3
Burien	98166	6
Renton	98057	12
Seattle	98103	23
	98104	8
	98122	16
	98125	22
	98133	79

¹⁰⁷ Interview with HTH site staff. December 20, 2024.

¹⁰⁸ DESC is currently evaluating its MRT staffing model to address recruitment needs for the night shift.

¹⁰⁹ All the individuals served by MRT in 2024 were in single-person households, so the number of individuals served is equal to the number of households served.

Notes on Figure 10: Due to some residents moving between sites, the total number of clients served by zip code adds up to more than the total distinct clients served across the entire HTH MRT portfolio.

HTH operators have continued to establish community partnerships with organizations that provide ongoing mental health services and substance use treatment on site. For instance, in 2024:

- Burbridge Place partnered with DESC's outpatient behavioral health service, SAGE (Support, Advocacy, Growth, and Employment), to bring a behavioral health case manager on site 30 hours a week to support residents' recovery. The North Star continued its partnership with SAGE to offer on-site behavioral health case management 40 hours a week.¹¹⁰
- Burbridge Place, The North Star, and Bloomsdale all have staff from DESC's Substance Use Disorder Program on site at least one day a week.¹¹¹
- Sacred Medicine House hired a psychologist to provide on-site mental health services to residents, including one-on-one therapy and peer support groups. Sacred Medicine House and Salmonberry Lofts in Honor of Peter Joe both host a Traditional Health and Wellness Team that works individually and in group settings to engage residents in trauma-informed healing and wellness modalities that are centered in ancestral Indigenous knowledge.¹¹²
- Catholic Community Services' Counseling, Recovery and Wellness Program (CRW) offered mental health and SUD counseling on site at Sidney Wilson House and Bertha Pitts Campbell Place.¹¹³
- Mary Pilgrim Inn continued to partner with Harborview medical staff, who are on site at least 40 hours a week, to prescribe psychiatric medications to residents.¹¹⁴

Case managers at all HTH sites work diligently to connect residents to a wide range of low-barrier, community-based behavioral health services that supplement services offered on site. For instance, many HTH operators connect residents to Program of Assertive Community Treatment (PACT), a Medicaid-funded program run by DESC. DESC's PACT team consists of a psychiatrist, nurse, mental health counselors, substance use disorder professionals, case managers, vocational specialists, and peer specialists who work together to help PACT participants reach their goals. PACT services are mobile and frequently offered in the community where the help is needed. Many HTH operators also connect residents to Evergreen Treatment Services, which runs several clinics that offer medication-assisted treatment for adults with opioid disorders, and a mobile REACH team made up of case managers, social workers, chemical dependency specialists, and nurses. Several sites connect residents to We Care Daily Clinics, a mobile opioid treatment provider based in Auburn and Seattle. HTH residents in behavioral health crisis can also be connected to Connections Kirkland, a County-funded crisis care center that is

¹¹⁰ SAGE is funded by Medicaid.

¹¹¹ DESC's Substance Use Program is paid for by a combination of Medicaid and Jumpstart.

¹¹² The health and wellness services provided by Chief Seattle Club is partially paid for by private donations.

¹¹³ CRW services are paid for by Medicaid.

¹¹⁴ The services provided by Harborview medical staff at Mary Pilgrim Inn are funded by the Harborview Medical Center.

open 24/7 to provide walk-in behavioral health urgent care as well as more intensive crisis services when needed.¹¹⁵

HTH residents continue to have access to behavioral health services provided by Public Health – Seattle & King County’s Health Care for the Homeless Network, as well as the network of community behavioral health providers administered by the King County DCHS Behavioral Health and Recovery Division (BHRD) that are available through Medicaid, state funding, and MIDD behavioral health sales tax funds.

Overdose Prevention Services

In 2024, HTH providers continued to face challenges with the proliferation of fentanyl, which the human services sector is encountering broadly.¹¹⁶ In response, all HTH sites have staff trained to administer opioid antagonists, such as naloxone, which can reverse an overdose from opioids. HTH also facilitated a partnership with Public Health – Seattle & King County to support HTH operators in overdose prevention and response. For example, HTH operators participated in a new Community of Practice focused on overdose prevention, launched by Seattle & King County Public Health. This Community of Practice met 10 times and discussed topics such as health centered substance use policies, staff and resident training, data and assessment, harm reduction supplies, access to medications for opioid use disorder, and overdose recovery. Four HTH operators, Lavender Rights Project, Catholic Community Services, Chief Seattle Club, and DESC received training and technical assistance from Public Health – Seattle & King County in 2024. Staff from Public Health – Seattle & King County’s Overdose and Prevention Response team conducted a visit to the Sharyn Grayson House and offered guidance to Lavender Rights Project on practices, policies, and procedures that could be used to prevent overdoses when the building opens in 2025.

Physical Health Services

In addition to behavioral health care, HTH operators continue to connect residents to a range of low-barrier physical health services that are located both on site and in the community. The configuration of health services offered at HTH sites varies by location and is designed to meet the specific needs of that building’s residents as determined by its operator. This subsection describes the unique health care supports provided at various HTH sites:

- Sidney Wilson House: Sidney Wilson House has a nurse from HealthPoint on site on a weekly basis for 10 hours.¹¹⁷ This nurse offers general primary care consultation, wound care, overdose prevention, and over the counter pain remedies. In addition, the nurse performs vital care coordination services such as making referrals to the appropriate level of care including

¹¹⁵ Crisis Care Centers Initiative. King County. [<https://kingcounty.gov/en/dept/dchs/human-social-services/community-funded-initiatives/crisis-care-centers-levy>]

¹¹⁶ King County Department of Community and Human Services. New Actions to Stop the Surge of Fentanyl Overdoses and Expand Behavioral Health Treatment in King County. (March 6, 2024). [<https://dchsblog.com/2024/03/06/>]

¹¹⁷ The nursing services provided at Sidney Wilson House are funded by a HealthPoint grant.

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hospitals, inpatient clinics, or specialized care, and connecting residents to other health supportive services that are tailored to the individual's needs.

- Don's Place: In 2024, Don's Place continued to partner with HealthPoint to offer both nursing and physician care through its new on-site medical exam room.¹¹⁸ One day a week, medical staff provide a wide array of health services including wound care, foot care, primary care consults, and referrals to specialized medical services.
- Mary Pilgrim Inn and The Gateway in Honor of Tenaya Wright: Residents at the Mary Pilgrim Inn and The Gateway in Honor of Tenaya Wright benefit from an innovative on-site partnership with Harborview Medical Center's Adult Medicine Clinic. In 2024, Harborview continued medical clinic operations based at the Mary Pilgrim Inn and provided site visits and remote consults for residents at The Gateway in Honor of Tenaya Wright. Harborview medical staff based at Mary Pilgrim Inn include a physician, nurse, and nurse practitioner.¹¹⁹ This partnership supports chronic disease management, particularly diabetes management, and supports monitoring of medically fragile residents. Further, DESC employs a nurse that is on site at both The Gateway in Honor of Tenaya Wright and Mary Pilgrim Inn approximately 15 hours a week.¹²⁰ Residents also receive on-site medication management services.
- Salmonberry Lofts in Honor of Peter Joe and Sacred Medicine House: In 2024, Seattle Indian Health Board and Chief Seattle Club continued offering on-site nursing services at Salmonberry Lofts in Honor of Peter Joe, and launched on-site services at Sacred Medicine House.¹²¹ Nurse care includes medication management, wound care, wellness checkups, consultation and referrals to nearby Seattle Indian Health Board health centers. The Seattle Indian Health Board runs nearby community health centers that provide medical, dental, behavioral health, and substance use services to its patients, while specializing in the care of Native people. Residents at Sacred Medicine House also have access to the Care and Connect Mobile Health dental van, which is on site on a weekly basis.
- The North Star, Burbridge Place, and Bloomsides: Residents at Burbridge Place, The North Star, and Bloomsides all receive on-site medication management services. These sites also have a team of clinical support specialists who aid residents in accessing community-based health resources and coordinate with other members of the resident's care team. For instance, some residents are connected to HOST (Homeless Outreach Stabilization and Transition), a multi-

¹¹⁸ The health services offered at Don's Place are funded by a HealthPoint grant.

¹¹⁹ The services provided by Harborview medical staff at Mary Pilgrim Inn are funded by the Harborview Medical Center.

¹²⁰ The DESC nursing services are funded by HTH.

¹²¹ The nursing services at Salmonberry Lofts in Honor of Peter Joe and Sacred Medicine House is funded through the Public Health – Seattle & King County Healthcare for the Homeless Network.

disciplinary team of health, substance use disorder, and medical professionals that offer coordinated case management on site. Bloomside specialists also connect residents to low-barrier, community-based health centers that are designed to serve low-income individuals, including Hobson Clinic (run by Harborview in partnership with DESC), Sea Mar, and Navos. Burbridge Place connects residents to the Aurora Commons Walk Up Clinic, which is run in partnership with Harborview and available to anyone living or working on Aurora Avenue.

Metrics for Physical and Behavioral Health Care Access

In 2024, HTH continued to actively connect residents to health care services across its sites. Many HTH buildings have on-site medical rooms that nurses and physicians use to deliver highly accessible care to HTH residents. HTH operators also help residents enroll in health insurance and get connected to low-barrier community-based organizations that deliver care in the community. In interviews, residents emphasize how critical these services are, with one resident stating, “It’s great I can access medical care on site. It is immensely important and super beneficial. The clinic, the nurses, the doctors—they are super people.”

Overall, these efforts may have contributed to an increase in the number of HTH residents accessing physical and behavioral health. In 2024:

- 46 percent of residents received physical health care from Health Care for the Homeless Network (HCHN), Public Health – Seattle & King County facilities, and other health care providers who bill to Medicaid.¹²²
- 54 percent of residents accessed behavioral health care services provided through King County’s publicly funded behavioral health service system, Health Care for the Homeless Network, Public Health – Seattle & King County facilities, and other health care providers who bill to Medicaid.^{123,124}
- 93 percent of residents have health insurance, mostly through Medicaid.¹²⁵

¹²² Health Through Housing Dashboard, *Health Supports* tab. [<https://www.kingcounty.gov/hthdashboard>]

¹²³ Health Through Housing Dashboard, *Health Supports* tab. [<https://www.kingcounty.gov/hthdashboard>]

¹²⁴ In the 2022 report, interactions with the behavioral health system, such as authorizations for care during a resident’s stay in HTH, were documented using the PHP96 behavioral health system database that DCHS administers. In 2023, the methodology was updated to include authorizations that began before a resident’s stay and continued into it. Additionally, new programs introduced in 2023 were included. In this 2024 report, the methodology has again been updated to include both authorizations for care documented in the PHP96 behavioral health system database and authorizations for care documented in the Medicaid claims database. Accordingly, while more residents accessed health care in 2024 compared to 2023, much of this increase may be due to the additional health care data source added in 2024. This data improvement gives the HTH initiative to a more holistic view of residents’ health care access.

¹²⁵ Some onsite physical health care services, such as those provided by HealthPoint, are paid for with grant funds secured by the health care provider. Accordingly, a resident may not need to have insurance to access health care services.

HTH operator staff report that the increased housing stability HTH provides to residents contributes to this increase in resident access to health care. The longer a resident lives in a building, the more likely they will have consistent engagement with providers of physical and behavioral health care.

New DCHS analysis of Medicaid claims data and emergency department admission data suggests that the increased access to physical and behavioral health care that HTH facilitates is leading to a decrease in the use of emergency health care services. Specifically, one year after move in, the total number emergency department visits by HTH residents decreased by 17 percent, and this improvement was sustained in residents' second year with HTH. After one year, the total number of inpatient hospital stays by HTH residents decreased by 22 percent, and the total number of days HTH residents spent in inpatient hospital care dropped by 33 percent. After two years, the total number of inpatient hospital stays by HTH residents was 37 percent lower in total, with a 22 percent reduction in the total number of days HTH residents spent in inpatient hospital care.¹²⁶ This is in line with research demonstrating that the housing first model helps shift care from institutions and crisis-related services to more appropriate planned visits and regular follow-up with community-based services.¹²⁷

The data in this subsection only reflects the health care data available to the HTH initiative. As a result, it does not include health care that HTH residents access from the U.S. Department of Veterans Affairs, charity care, private insurance, or out-of-pocket payment, some of which is offered on site through HTH programs. HTH will continue to monitor health outcomes and access and will update its dashboard and other reporting to reflect additional data on care access as it becomes available. Additionally, DCHS will be working with an external evaluation partner in 2025 and 2026 to better understand residents' health and wellbeing, and is planning to release a final report by the end of 2026.

Other Supportive Services at HTH Sites in 2024

Mobility Supports: In 2024, DCHS facilitated the expansion of King County Metro transportation services to all 11 HTH sites, up from five sites at the end of 2023. King County Metro provides a suite of mobility and transportation programs that improve residents' access to essential services. Services available across the HTH initiative included:

- distributing fully subsidized, unlimited regional transit passes via the ORCA Passport program;
- providing on-site Community Transportation Navigators with lived experience of homelessness;
- access to the Essential Trip Assistance Program funded by King County Metro, which covers taxi rides to essential appointments, and
- providing a wheelchair accessible van to each HTH site.

¹²⁶ These outcomes are assessed for HTH residents who have consented to sharing their identifying information in HMIS. They are calculated for all such residents of HTH, including those who have exited, regardless of how long they remained enrolled in the program.

¹²⁷ Paula Goering, Scott Veldhuizen, Aimee Watson, Carol Adair, Brianna Kopp, Eric Latimer, Geoff Nelson, Eric MacNaughton, David Streiner and Tim Aubry. National At Home/Chez Soi Final Report. Mental Health Commission of Canada. (2014). [<https://www.mentalhealthcommission.ca/resource/national-at-home-chez-soi-final-report/>]

The transportation services provided by King County Metro greatly improved residents' access to essential services. In 2024, HTH residents took 144,538 transit trips across six transit agencies. Community Transportation Navigators were on site at all HTH locations for an average of four hours a week to help residents identify what transit routes they could use to reach their destinations. HTH operators were also able to use the Essential Trip Assistance Program and their on-site wheelchair accessible van to get residents to essential appointments when other transportation options were not viable. HTH operators reported using their vans to take residents to medical appointments, job interviews, government agencies, food banks, and grocery stores. Staff at Mary Pilgrim Inn emphasized how challenging it can be for HTH residents to get to appointments on time and explained that the Metro van was a "huge factor" in helping people successfully access medical services.¹²⁸

In 2024, King County Metro also collaborated with the University of Washington's Taskar Center for Accessible Technology to assess the accessibility of HTH sites by mapping the walking and rolling routes (and barriers along those routes) between HTH sites, nearby transit stops, and other destinations. In addition to data collection, Taskar hosted a series of four workshops at four HTH sites to engage residents and gather qualitative feedback on existing barriers, perceptions, and challenges related to the built environment around their housing sites. In the near-term, this project will provide HTH residents and staff with individualized site maps that highlight public transportation and other essential resources within a half mile of the site. In the long-term, the project will help King County Metro identify accessibility-focused sidewalk upgrades and other investments that can improve residents' access to essential resources.

Culturally Responsive Food: DCHS has continued working with the Emergency Feeding Program to provide healthy and culturally responsive food distribution services at five HTH sites, primarily focusing on EH sites due to their lack of kitchenettes. The food boxes include dry and canned goods, fresh produce, and meats. Close coordination with staff at each site addresses dietary restrictions, culturally specific food preferences, and delivery timing to meet residents' needs. This initiative-wide service supplements the meal provision that each operator provides through their own partnerships with organizations like Fare Start, Piacardo Farms, and Northwest Harvest.

Employment Resource Program: In 2024, DCHS facilitated the expansion of DCHS' Employment Resource Program (ERP) to all 11 HTH sites, up from six sites in 2023. ERP offers weekly drop-in services on site to support HTH residents in their professional skill development. ERP services include support:

- Enrolling in educational programs, including trade schools and GED programs;
- Finding internships and opportunities for on-the-job training;
- Finding part-time, full-time, or seasonal employment, and
- Identifying volunteer opportunities at community-based organizations.

¹²⁸ Interview with HTH site staff. December 5, 2024.

In 2024, 71 participants enrolled in the ERP across 11 HTH sites. Upon entering the program, participants chose service areas to access:¹²⁹

- 52 chose to pursue employment and entrepreneurship training,
- 10 chose to pursue educational development, and
- Two chose to pursue social and life skills development.

Additionally, DCHS will be working with an external evaluation partner in 2025 and 2026 to better understand overall changes in residents' income and employment.

Demographic Data and Progress toward Reducing Disproportionality

Consistent with Ordinance 19179, HTH is dedicated to enhancing equity in housing access, addressing the root causes of chronic homelessness, and housing historically marginalized communities that are more likely to experience chronic homelessness.¹³⁰ Accordingly, HTH's primary supporting goal is to annually reduce the racial-ethnic disproportionality among persons experiencing chronic homelessness.¹³¹

Compared to their share of the general King County population, American Indian/Alaska Native/Indigenous, Black/African American/African, Native Hawaiian/Pacific Islander, and people who report being of multiple races including Hispanic/Latina/e/o communities are each overrepresented among those experiencing chronic homelessness, as shown in Figure 11.¹³²

HTH has made progress addressing racial and ethnic disproportionality among the homeless population, especially among the American Indian, Alaska Native, or Indigenous community (AIAN). Figure 11 shows that as of December 2024, 16 percent of HTH residents identified as AIAN, compared to five percent of the chronically homeless population. Since 2022, the percentage of HTH residents from AIAN communities has increased from three percent to 16 percent. This is largely due to the opening of two buildings run by Chief Seattle Club, a Native-led housing and human services agency specializing in the needs of American Indian and Alaska Native people.

¹²⁹ HTH residents can choose to pursue multiple service areas.

¹³⁰ Ordinance 19179. [<https://mkkclegisearch.kingcounty.gov/Legislation.aspx>]

¹³¹ Initial Health Through Housing Implementation Plan.

[<https://mkkclegisearch.kingcounty.gov/View.ashx?M=F&ID=9959294&GUID=718EA25C-9032-448C-8C98-060B2C97B5E8>]

¹³² King County HMIS Data as of 3/1/2025. Washington State Office of Financial Management Population Interim Estimates (PIE), July 2024. For more discussion of disproportionality in chronic homelessness, including a disproportionality index that provides another way to understand the issue, see the *Understanding Disproportionality* tab of the HTH Dashboard. [<https://www.kingcounty.gov/hthdashboard>]

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In 2024, the HTH initiative also continued serving a stable number of Black, African American, or African (BAAA) residents.^{133, 134, 135} While the percentage of BAAA residents decreased slightly from 25 percent in 2023 to 21 percent in 2024, the total number of BAAA residents stayed stable.^{136, 137, 138} The percentage decrease in BAAA residents housed is simply a result of the relative increase in the number of AIAN residents housed. Further, DCHS expects the number of BAAA residents HTH houses to increase in 2025 when buildings specialized in serving this population open: one operated by the Urban League of Metropolitan Seattle, which is the second-oldest civil rights organization in the state of Washington and is focused on empowering Black and other historically underserved people, and one operated by Lavender Rights Project, which is led by Black trans and non-binary individuals and is focused on supporting the Black intersex and gender diverse community.

In 2024, the HTH initiative also continued serving a stable number of Asian or Asian Americans. Again, while the percentage of Asian or Asian American residents decreased slightly from three percent in 2023 to two percent in 2024, the number of Asian or Asian American residents served remained relatively stable.^{139, 140, 141} Further, the Asian or Asian American makeup of the HTH population remains proportionate to their makeup of King County's chronically homeless population (two percent).

¹³³ Seattle-King County HMIS Data as of 3/1/2025.

¹³⁴ Washington State Office of Financial Management Population Interim Estimates (PIE), July 2024.

¹³⁵ 2022 Health Through Housing Annual Report.

[<https://mkcclegisearch.kingcounty.gov/LegislationDetail.aspx?ID=6262252&GUID=12B235F6-F229-411C-9293-B498A6821F87&Options=&Search=>]

¹³⁶ Seattle-King County HMIS Data as of 3/1/2025.

¹³⁷ Washington State Office of Financial Management Population Interim Estimates (PIE), July 2024.

¹³⁸ 2022 Health Through Housing Annual Report.

[<https://mkcclegisearch.kingcounty.gov/LegislationDetail.aspx?ID=6262252&GUID=12B235F6-F229-411C-9293-B498A6821F87&Options=&Search=>]

¹³⁹ Seattle-King County HMIS Data as of 3/1/2025.

¹⁴⁰ Washington State Office of Financial Management Population Interim Estimates (PIE), July 2024.

¹⁴¹ 2022 Health Through Housing Annual Report.

[<https://mkcclegisearch.kingcounty.gov/LegislationDetail.aspx?ID=6262252&GUID=12B235F6-F229-411C-9293-B498A6821F87&Options=&Search=>]

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Figure 11: Race/Ethnicity of HTH Residents Compared to Chronically Homeless Population and Overall Population in King County, 2024

Race/Ethnicity	Percent of Race/Ethnicity of HTH Residents	Percent of Race/Ethnicity of People in King County Experiencing Chronic Homelessness	Percent of Race/Ethnicity of Total King County Population
American Indian, Alaska Native, or Indigenous	16%	5%	<1%
Asian or Asian American	2%	2%	21%
Black, African American, or African	21%	24%	7%
Hispanic/Latina/e/o	3%	3%	8%
Multiracial	11%	15%	10%
Native Hawaiian or Pacific Islander	2%	2%	1%
Unknown/Unreported	4%	2%	N/A
White	41%	46%	52%

Sources: Seattle-King County HMIS Data as of 3/1/2025. Washington State Office of Financial Management Population Interim Estimates (PIE), July 2024

In 2024, HTH also continued to work towards reducing the racial and ethnic disparities in homelessness through strategic partnerships and intentional community engagement. Over the last year, HTH partnered with Chief Seattle Club to provide services to AIAN individuals at Salmonberry Lofts in Honor of Peter Joe and Sacred Medicine House.

By collaborating with organizations like these, HTH ensures culturally appropriate services are accessible to historically marginalized communities. For instance, at both Salmonberry Lofts in Honor of Peter Joe and Sacred Medicine House, Chief Seattle Club offers residents a range of services rooted in Indigenous culture, which include:

- On-site traditional healing and medicine services;
- Wellbriety meetings, a culturally based program that supports recovery from alcohol, substance abuse, and intergenerational trauma;
- Weekly drum circles;
- Community events centered on creating tribal necklaces, beads, bracelets, and dreamcatchers, and
- Building art and design elements inspired by Native motifs.

Expanding Partnerships and Provider Supports

In 2024, HTH expanded its partnerships with experienced housing organizations who will operate new HTH buildings opening in 2025. The initiative also facilitated partnerships to respond to emerging challenges and offered new training opportunities to existing HTH housing operators.

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Developing New Partnerships

In 2024, HTH announced its partnership with Plymouth Housing to open and operate the Kirkland site. Plymouth Housing was selected through a competitive procurement process that sought a provider capable of offering comprehensive property management and on-site support services for the Kirkland HTH site, which is owned by King County.

DCHS also allowed housing providers to apply for HTH operations funding through the King County Housing Finance Program (HFP) Request for Proposals (RFP). Through the 2024 RFP, DCHS awarded a new operations-only award to Chief Seattle Club for their Sweetgrass Flats project. Consistent with KCC 24.10.010.A, DCHS notified the Council in December 2024 that HTH funds were being allocated to Sweetgrass Flats.¹⁴² The project is located in Seattle's Central District and will offer 84 units when it opens in 2025. As noted above, funding operations-only units enables HTH to continue expanding the portfolio in a cost effective and expedient manner. This strategy will ensure that HTH can continue supporting the full operations of all HTH units as required by the Plan. Additionally, dispensing HTH operations funding through the RFP allowed DCHS to provide operations funding to PSH projects receiving capital funds from the HFP.

In 2024, HTH partnered with DCHS' Behavioral Health and Recovery Division in a successful proposal for a Trueblood diversion grant (Phase V) to support enhanced services for Trueblood class members to retain them in supportive housing and prevent additional entanglement in the criminal legal system.^{143, 144, 145} These funds are expected to provide for additional supports for HTH residents who are Trueblood class members, and will be integrated with HTH service contracts in 2025.

Training and Capacity Building for HTH Providers

In 2024, HTH significantly increased the capacity building and technical assistance provided to its housing operators, in partnership with the Corporation for Supportive Housing. Over the last year, HTH offered in-depth trainings to operators, provided individualized technical support, and launched a new community of practice to facilitate peer to peer learning between organizations.

¹⁴² KCC 24.10.010.A. [[https://aqua.kingcounty.gov/council/clerk/code/33 Title 24.htm](https://aqua.kingcounty.gov/council/clerk/code/33_Title_24.htm)]

¹⁴³ *Trueblood vs. Department of Social and Health Services (DSHS)* was a class action lawsuit that challenged delays in competency evaluation and restoration services for people whose competency to stand trial was questioned by a criminal court. The lawsuit generated millions of dollars in contempt fines collected for failure to comply with the court's orders for timeliness. The United States District Court, Western District of Washington State, ordered that a portion of the fines be used to fund programs for class members, which resulted in multiple Trueblood Diversion Programs across the state. Washington State Health Care Authority. Trueblood Diversion Program. (2025).

¹⁴⁴ King County Department of Community and Human Services. New Funding Opportunity: \$17.8M for Short-term Housing and Housing Resource Navigation for Trueblood Class Members. (March 21, 2025). [<https://dchsblog.com/2025/03/21/>]

¹⁴⁵ AB v DSHS (Trueblood): Reforming Washington's Forensic Mental Health System. [<https://disabilityrightswa.org/cases/trueblood/#Diversion>]

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- HTH contracted with the Corporation for Supportive Housing to provide a six-part training series for HTH operators. The trainings covered topics such as Supportive Housing 101, Supportive Housing Quality Standards, Housing First & Harm Reduction, and Trauma-Informed Approaches. Overall, 95 percent of respondents agreed or strongly agreed that the trainings were useful and relevant to their job.
- HTH contracted with the Corporation for Supportive Housing to provide individual technical assistance (TA) to HTH operators. TA meetings addressed housing first principles, landlord/tenant law, policies and procedures, physical and behavioral health care services, and de-escalation techniques.
- With support from the Corporation for Supportive Housing, DCHS launched a community of practice that will offer peer to peer learning opportunities between organizations. A particular asset of the community of practice is the diversity of culturally specific and supportive housing expertise among operators. The community of practice is helping to build relationships between HTH organizations that enhance their ability to provide welcoming, affirming, and culturally responsive services.

Responding to Emerging Challenges

In 2024, HTH providers continued to face challenges with inflation and the cost of sufficiently compensating staff to ensure retention, which is also impacting the human services sector more broadly.¹⁴⁶ Rising costs associated with inflation have continued to drive increased operational expenses, particularly for utility costs, property maintenance, and employee wages. To mitigate the impact of inflation for operators, consistent with the Implementation Plan, HTH embedded an annual five percent increase into service/operation contracts to help manage rising costs associated with inflation..

More broadly, DCHS has also taken steps to understand and address underinvestment in the nonprofit workforce impacts and its impact on programs, services, and the overall human services sector. DCHS conducted a Nonprofit Wage and Benefits Survey in 2023 that connected chronic underinvestment in the nonprofit workforce and turnover, showing that 71 percent of nonprofit workers are considering leaving their position because of pay.¹⁴⁷ King County's efforts in this area enable DCHS and HTH to be well-informed on the financial challenges faced by operators. The findings from this survey reinforce the importance of the HTH initiative's commitment to provide comprehensive and stable operations funding to HTH providers.

¹⁴⁶ Wage Equity Study Team. Wage Equity for Non-Profit Human Services Workers: A study of work and pay in Seattle and King County. University of Washington School of Social Work. (February 2023). [https://socialwork.uw.edu/wp-content/uploads/WageEquityStudy_Summary_0_0.pdf]

¹⁴⁷ King County Department of Community and Human Services. King County DCHS Addresses Inflation and Provider Wages. (September 2024). [<https://dchsblog.com/2024/09/16/>]

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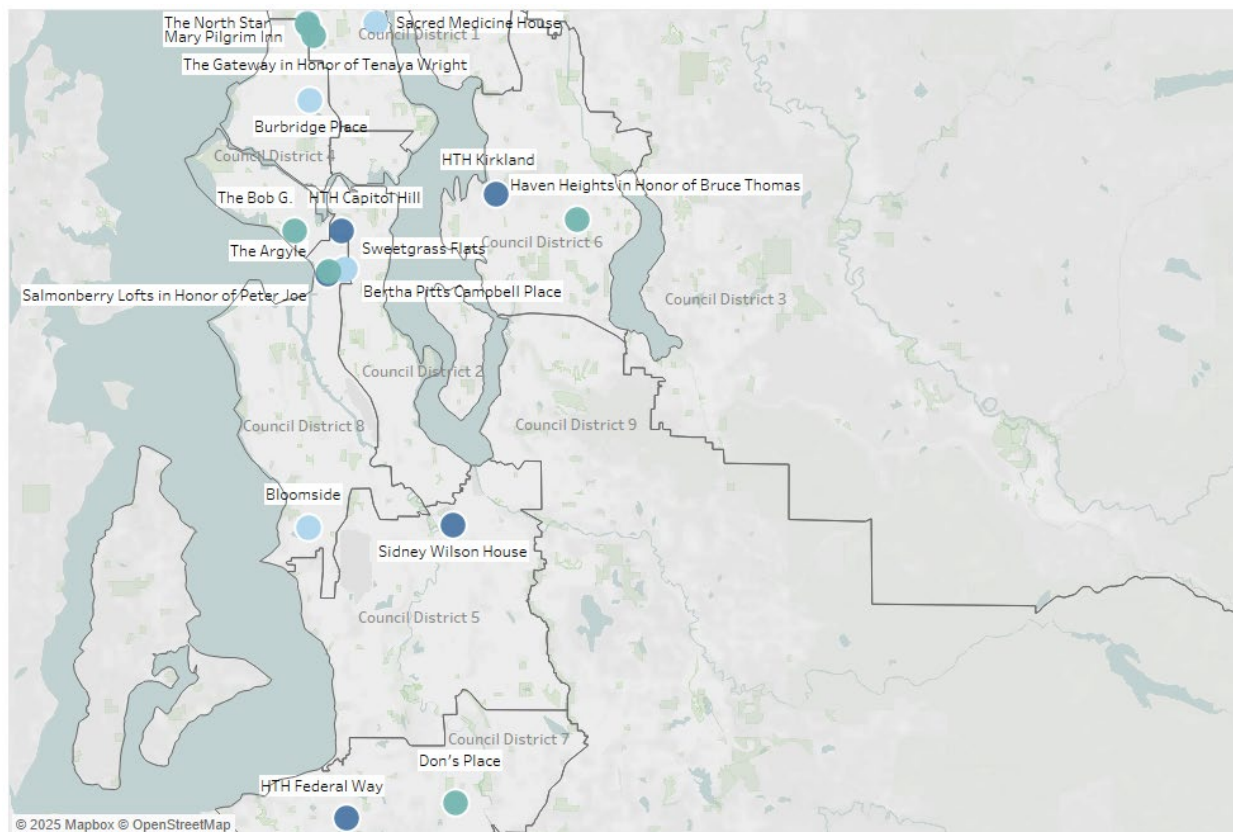
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B. Site Locations and Other Geographic Information

HTH includes a total of 17 sites as of the end of 2024, including 11 acquired buildings and six operations-only buildings, in seven cities and in seven of the nine County Council districts, as shown in Figure 12. A detailed description of each site within the HTH portfolio can be found in *Appendix B: HTH Investments (Acquisitions and Operations-only Partnerships), Cumulative to Year End 2024* and the Location Map tab of the HTH dashboard.¹⁴⁸

Figure 12: Map of HTH Site Locations, 2024



¹⁴⁸ HTH Dashboard, *Location Map* tab. [<https://www.kingcounty.gov/hthdashboard>]

Additional Information on Open HTH Buildings

As summarized in the Performance Overview subsection of this report, the HTH initiative opened 230 additional units in 2024. Figure 13 provides details on the buildings where these units opened, including address, initial housing type, and number of units, as well as photos of each property. HTH considers a unit opened when it becomes ready for resident occupancy. HTH opens a unit after completing renovations and contracting with a service provider who ensures the facility can function as intended, providing safe and supportive housing.

Figure 13: HTH Units Opened, 2024

1 Sacred Medicine House, 14315 Lake City Way NE, Seattle WA 98125
Property Details
Service Provider: Chief Seattle Club Initial Housing Type: Permanent Supportive Housing Total HTH Units: 120
Building Photos


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2 | Bloomside, 801 SW 150th St., Burien, 98166

Property Details

Service Provider: DESC
Initial Housing Type: Permanent Supportive Housing
Total HTH Units: 95

Building Photos



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3 Haven Heights in Honor of Bruce Thomas, 2122 152nd Ave. NE, Redmond, 98052	
Property Details	
Service Provider: The Salvation Army Initial Housing Type: Emergency Housing Total HTH Units: 100 (15 opened in 2024)	
Building Photos	
  	

Additional Information on Operations-Only Units Added to the HTH Portfolio in 2024

As summarized in the Performance Overview subsection of this report, the HTH initiative added 84 units to its portfolio in 2024 by contracting for additional operations-only units at Sweetgrass Flats in Seattle, slated to open in 2025. Operations-only units are new units in non-County owned buildings for which HTH provides ongoing services and operations costs.

Figure 14 provides details on Sweetgrass Flats including address, initial housing type, number of units, as well as photos of the property.

Figure 14: HTH Units Secured, 2024

3 Sweetgrass Flats, 157 12 th Ave., Seattle, 98122	
Property Details	
Service Provider: Chief Seattle Club Initial Housing Type: Permanent Supportive Housing Total HTH Units: 84	
Building Photos	
	

Individuals Served with Local Community Ties

In 2024, HTH achieved continued success housing individuals with ties to the city in which their HTH building is located. HTH continues to provide referral pathways for people who live in or near the city in which the site is located or have ties to that community, consistent with RCW 82.14.530 and the

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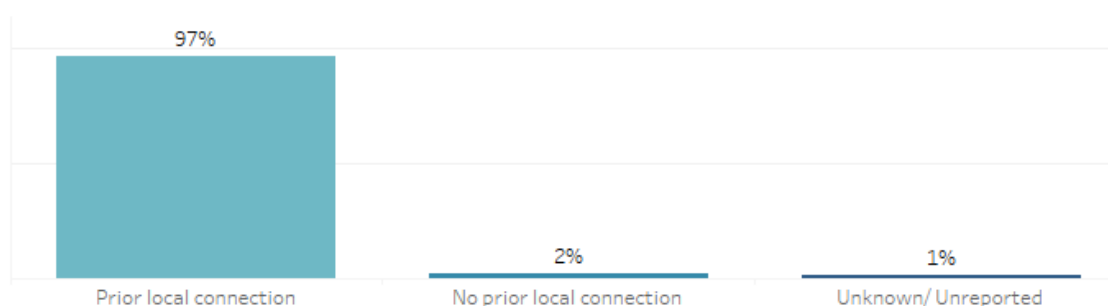
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Implementation Plan.^{149, 150} As a result of these efforts, 97 percent of residents reported existing ties to the communities where their HTH site is located, as shown in Figure 15.

The rate of residents reporting a prior local connection to the HTH site jurisdiction has increased by 48 percent since 2022. Over time, HTH has successfully collected more data about local ties, with the rate of unknown local connections decreasing from 44 percent in 2022 to nine percent in 2023 to just one percent in 2024. While this improved data collection likely contributes to the significant increase in residents reporting a local connection to the HTH site's jurisdiction, this is not the only factor. Intensified outreach efforts by HTH local referral partners to identify and engage individuals within the local community around HTH sites increased the likelihood of connecting with those who already have ties to the area. The rate of HTH residents reporting no prior local connection to the HTH site's jurisdiction decreased from nine percent in 2022, to six percent in 2023, to only two percent in 2024.

Figure 15: HTH Residents with Local Connections to their Host Jurisdiction, 2024



Source: Seattle-King County Homeless Management Information System (HMIS) Data as of 3/1/2025.

C. Financial Information

The HTH initiative is funded by a 0.1 percent sales and use tax imposed by King County in 2020 through Ordinance 19179, codified as King County Code 4A.503.¹⁵¹ The County leverages anticipated tax revenue to be collected in future years to issue bonds that finance the immediate costs of capital acquisition and rehabilitation. This section of the report summarizes total revenue, actual expenditures, and allocation of debt service in 2024 and provides information about the distribution of proceeds across HTH host jurisdictions.

¹⁴⁹ Initial Health Through Housing Implementation Plan.

[<https://mkcclegisearch.kingcounty.gov/LegislationDetail.aspx?ID=5121460&GUID=7DC46271-C6B3-4D90-B6DE-DEF37CD0A7D5&Options=Advanced&Search=&FullText=1>]

¹⁵⁰ RCW 82.14.530(3)(b) requires counties to provide an opportunity for 15% of units at a facility to be provided to individuals who are living in or near the city in which the facility is located, or have ties to that community.

¹⁵¹ King County Code 4A.503. [https://aqua.kingcounty.gov/council/clerk/code/07_Title_4A.htm#Toc54697848]

Annual Revenue

As shown in Figure 16, Health Through Housing's total 2024 revenue totaled \$79.0 million, including \$70.8 million in tax revenue, \$8.2 million in interest, and less than \$100,000 in commercial rent. Tax revenue collections in 2024 were \$400,000 higher than in 2023. Total 2024 revenue was lower than projected in the Plan because HTH's second round of bonds were issued in December 2023, rather than 2024, as projected in the Plan.

Figure 16: Annual Revenue, 2024

Health Through Housing Revenue in 2024	
Tax Revenue	\$70,762,662
Bond Proceeds	\$0
Interest	\$8,162,019
Rent	\$72,379
Total 2024 Revenue	\$78,997,061

Actual Expenditures

Funding for HTH is distributed across the following strategies, each of which are described further in the Plan.

- *Strategy 1: Capital Financing and Improvement for HTH Sites*
- *Strategy 2: Emergency and Permanent Supporting Housing Operations*
- *Strategy 3: Behavioral Health Services Outside of HTH Sites*
- *Strategy 4: Capacity Building Collaborative*
- *Strategy 5: Evaluation and Performance Measurement*
- *Strategy 6: Future Acquisition of Additional Properties (Acquisitions after 2021)*

In 2024, as shown in Figure 17, HTH spent \$69.2 million, which was approximately \$7.2 million more than it spent in 2023. This included \$6.2 million on capital expenditures (Strategies 1 and 6), \$39.4 million on operating expenditures, and \$23.6 million on bond financing costs. The increase in expenditure compared to 2023 is primarily due to HTH opening and operating more buildings than in 2023, as well as higher interest rates that increased bond financing costs relative to prior years.

In 2024, HTH spent less on *Strategy 2: Emergency and Permanent Supporting Housing Operations* than was originally projected. Due to delayed building openings, supportive housing operating funds have not been spent as quickly as expected, but the underspend from 2024 will be allocated to the same strategy in future years as costs increase in the future, consistent with provisions for such adjustments in the Implementation Plan. HTH also spent less than expected on capital expenditures in 2024, as the initiative stopped pursuing new acquisitions to focus on opening acquired buildings and sufficiently funding operations and services for all buildings across the portfolio.

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Figure 17: Expenditures by HTH Strategy, 2024

Health Through Housing Expenditures in 2024	
Strategy 1 Capital Financing and Improvements for HTH Sites (<i>Rehabilitation</i>)	\$6,217,212
Strategy 2 Emergency and Permanent Supportive Housing Operations	\$30,394,755
<i>Facility Maintenance</i>	\$4,371,203
<i>Program Operations</i>	\$26,023,552
Strategy 3 Behavioral Health Services Outside HTH Sites	\$6,142,127 ¹⁵²
Strategy 4 Capacity Building Collaborative	\$688,935
Strategy 5 Evaluation and Performance Measurement	\$173,272
Strategy 6 Future Acquisition of Additional Properties (<i>Acquisitions after 2021</i>)	\$0
Initiative Administration	\$1,972,622
Bond Financing Cost (Debt Service)	\$23,599,073
Total 2024 Expenditures	\$69,187,996

Allocation of Expenditures by Jurisdiction

For HTH, King County receives 0.1 percent sales and use tax revenue from each jurisdiction within the region except Bellevue, Covington, Issaquah, Kent, Maple Valley, North Bend, Renton, and Snoqualmie. These jurisdictions passed municipal legislation in 2020 to keep the tax revenue generated through RCW 82.14.530 under city control.^{153, 154, 155, 156, 157, 158, 159, 160} RCW 82.14.530 requires King County to plan to spend at least 30 percent of the revenue collected from cities with a population greater than 60,000 within that jurisdiction.

¹⁵² HTH's allocation of Strategy 3 revenues in 2024 amounted to 8.87 percent of total HTH sales tax revenues on because HTH's final 2024 revenues came in slightly higher than forecasted. HTH transferred the difference in January 2025 to support behavioral health services, to ensure the total annual amount transferred is at least nine percent of total expenditures, in line with the Implementation Plan.

¹⁵³ City of Bellevue Resolution 9826. [<https://bellevue.municipal.codes/enactments/Res9826>]

¹⁵⁴ City of Covington Ordinance 14-20. [<https://covington.municipal.codes/enactments/Ord14-20>]

¹⁵⁵ City of Issaquah Ordinance 2922. [<https://issaquah.civicweb.net/document/127758/>]

¹⁵⁶ City of Kent City Code 3.16.035 Additional Sales or Use Tax for Housing.
[<https://www.codepublishing.com/WA/Kent/>]

¹⁵⁷ City of Maple Valley Ordinance No. O-20-708.
[<https://cms3.revize.com/revize/maplevalleywa/Documents/Government/Ordinances/2020/Ord708%20Additional%20Sales%20and%20Use%20Tax%20for%20Housing%20and%20Related%20Services.pdf>]

¹⁵⁸ City of North Bend Code 3.10.010.
[<https://www.codepublishing.com/WA/NorthBend/#!/html/NorthBend03/NorthBend0310.html>]

¹⁵⁹ City of Renton Ordinance 5983.
[<https://edocs.rentonwa.gov/Documents/DocView.aspx?id=8226729&dbid=1&repo=CityofRenton&cr=1>]

¹⁶⁰ City of Snoqualmie Resolution 1557. [<https://portal.laserfiche.com/Portal/DocView.aspx?id=1946&repo=r-d06bc528>]

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The cities in King County that meet this population threshold but did not pass their own city-level sales tax are Federal Way, Kirkland, Redmond, Sammamish, and Seattle. Among these cities, King County has purchased HTH facilities in Federal Way, Kirkland, Redmond, and Seattle. Executive staff also meet regularly with the City of Sammamish as provided for in the HTH Implementation Plan.¹⁶¹ At the end of 2024, King County and the City of Sammamish coordinated to convene a meeting, which occurred in early 2025, consistent with the Plan’s commitment to continued collaboration. As shown in Figure 18, since 2021, HTH has spent more than 30 percent of the total revenue collected from Federal Way, Kirkland, Redmond, and Seattle within that jurisdiction.

Figure 18: Comparison of All Time HTH Revenue to Expenditures for Larger Jurisdictions, 2024

Jurisdiction	All Time HTH Revenue	All Time HTH Expenditures	Percent
Federal Way	\$6,879,963	\$30,670,563	446%
Kirkland	\$11,302,319	\$38,941,230	345%
Redmond	\$17,696,085	\$40,166,697	227%
Sammamish	\$2,632,168	\$0	0%
Seattle	\$104,610,751	\$190,947,185	183%

As shown in Figure 19, in 2024, HTH spent approximately \$4.2 million in Auburn, \$1.0 million in Burien, \$3.1 million in Federal Way, \$5.0 million in Kirkland, \$6.5 million in Redmond, \$6.2 million in Renton, and \$34.3 million in Seattle. Higher spending occurred in cities containing multiple HTH sites, while lower spending occurred in jurisdictions where HTH sites were not yet operational in 2024 or where HTH only funded operations. HTH had the highest expenditures in Seattle because it has approved acquisition of six HTH sites, more than any other jurisdiction. Expenditures for HTH strategies 3, 4, 5, and initiative administration cannot be readily allocated to specific jurisdictions.¹⁶²

¹⁶¹ The plan notes that the County and the city of Sammamish agreed in 2021 that the County would not pursue HTH acquisition in Sammamish but would meet annually to discuss HTH and opportunities for partnership.

¹⁶² In 2024, \$8,976,956 in HTH revenue could not be allocated to a specific jurisdiction.

Figure 19: Allocation of Expenditures by Jurisdiction, 2024

HTH Partner Jurisdiction	Expenditure Category	2024 Amount
Auburn	Building Rehabilitation	\$470,522
	Facility Maintenance	\$182,672
	Program Operations	\$2,172,859
	Bond Financing Cost	\$1,384,928
	Total	\$4,210,980
Burien	Program Operations	\$959,346
	Total	\$959,346
Federal Way	Building Rehabilitation	\$304,859
	Facility Maintenance	\$485,489
	Program Operations	\$72,229
	Bond Financing Cost	\$2,229,819
	Total	\$3,092,396
Kirkland	Building Rehabilitation	\$1,634,394
	Facility Maintenance	\$428,798
	Program Operations	\$69,936
	Bond Financing Cost	\$2,880,947
	Total	\$5,014,074
Redmond	Building Rehabilitation	\$1,429,351
	Facility Maintenance	\$574,573
	Program Operations	\$1,666,125
	Bond Financing Cost	\$2,823,862
	Total	\$6,493,910
Renton	Building Rehabilitation	\$682,937
	Facility Maintenance	\$445,715
	Program Operations	\$2,146,526
	Bond Financing Cost	\$2,906,937
	Total	\$6,182,115
Seattle	Building Rehabilitation	\$1,695,150
	Facility Maintenance	\$2,253,957
	Program Operations	\$18,936,531
	Bond Financing Cost	\$11,372,581
	Total	\$34,258,220
Total Expenditures Allocated by Jurisdiction		\$69,187,996

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Average Per-Unit Costs by Site

The cost per-unit for each HTH site varies based on the circumstances of each acquisition, development process, and timing. Figure 20 identifies:

- Per-unit acquisition one-time costs;
- Facility maintenance, including site work outside of major rehabilitation or PSH conversion;
- Operational costs, including services provided by housing operators and contracted partners and administrative support from King County's Facilities Management Division, and
- Rehabilitation.

Among properties that HTH acquired, the average per-unit costs for capital were \$285,772. In 2024, the average annual per-unit cost of operating HTH properties (which includes program operations and building maintenance) was \$33,718.¹⁶³ Facility maintenance, rehabilitation, and operations costs vary between buildings based on each site's initial configuration, physical condition, and time for which a given site has been operational.

Figure 20: Cost Per Unit for Each HTH Site (Acquisition/Rehabilitation life-to-date, other costs from 2024)

HTH Facility	Expenditure	Cost Per Unit
Bertha Pitts Campbell Place	Acquisition (<i>one-time cost, Life to Date [LTD]</i>)	N/A - operations-only property
	Maintenance	\$0
	Operations	\$31,055
	Rehabilitation (<i>LTD</i>)	\$0
	Total Cost Per Unit	\$31,055
Bloomside	Acquisition (<i>one-time cost, LTD</i>)	N/A - operations-only property
	Maintenance	\$0
	Operations	**\$10,098
	Rehabilitation (<i>LTD</i>)	\$0
	Total Cost Per Unit	\$10,098
Burbridge Place	Acquisition (<i>one-time cost, LTD</i>)	N/A - operations-only property
	Maintenance	\$0
	Operations	\$32,070
	Rehabilitation (<i>LTD</i>)	\$0
	Total Cost Per Unit	\$32,070

¹⁶³ HTH sites that had opened earlier than 2023 received inflationary adjustments to their contracts during 2023 that contributed to increased costs that year and in subsequent years.

HTH Facility	Expenditure	Cost Per Unit
Don's Place	Acquisition (<i>one-time cost, LTD</i>)	*\$148,498
	Maintenance	\$2,255
	Operations	\$26,825
	Rehabilitation (<i>LTD</i>)	\$32,253
	Total Cost Per Unit	\$209,832
Haven Heights	Acquisition (<i>one-time cost, LTD</i>)	*\$280,763.
	Maintenance (2024)	\$5,746
	Operations (2024)	**\$16,661
	Rehabilitation (<i>LTD</i>)	\$17,762
	Total Cost Per Unit	\$320,933
Sharyn Grayson House	Acquisition (<i>one-time cost, LTD</i>)	*\$363,611
	Maintenance	\$7,919
	Operations	***\$2,100
	Rehabilitation (<i>LTD</i>)	\$7,854
	Total Cost Per Unit	\$381,485
The Booker House	Acquisition (<i>one-time cost, LTD</i>)	*\$270,381
	Maintenance (2024)	\$5,645
	Operations (2024)	***\$840
	Rehabilitation (<i>LTD</i>)	\$3,719
	Total Cost Per Unit	\$280,585
HTH Kirkland	Acquisition (<i>one-time cost, LTD</i>)	*\$278,198
	Maintenance (2024)	\$4,163
	Operations (2024)	***\$679
	Rehabilitation (<i>LTD</i>)	\$17,492
	Total Cost Per Unit	\$300,532
Mary Pilgrim Inn	Acquisition (<i>one-time cost, LTD</i>)	*\$206,913
	Maintenance (2024)	\$7,886
	Operations (2024)	\$42,505
	Rehabilitation (<i>LTD</i>)	\$16,020
	Total Cost Per Unit	\$273,324

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HTH Facility	Expenditure	Cost Per Unit
Sacred Medicine House	Acquisition (<i>one-time cost, LTD</i>)	N/A - operations-only property
	Maintenance (2024)	\$0
	Operations (2024)	**\$16,869
	Rehabilitation (<i>LTD</i>)	\$0
	Total Cost Per Unit	\$16,869
Salmonberry Lofts in Honor of Peter Joe	Acquisition (<i>one-time cost, LTD</i>)	\$314,809
	Maintenance (2024)	\$4,411
	Operations (2024)	\$32,589
	Rehabilitation (<i>LTD</i>)	\$41,727
	Total Cost Per Unit	\$393,537
Sidney Wilson House	Acquisition (<i>one-time cost, LTD</i>)	*\$267,403
	Maintenance (2024)	\$4,166
	Operations (2024)	\$20,061
	Rehabilitation (<i>LTD</i>)	\$19,801
	Total Cost Per Unit	\$311,430
The Argyle	Acquisition (<i>one-time cost, LTD</i>)	\$305,240
	Maintenance (2024)	\$2,834
	Operations (2024)	***\$0
	Rehabilitation (<i>LTD</i>)	\$0
	Total Cost Per Unit	\$308,074
The Bob G.	Acquisition (<i>one-time cost, LTD</i>)	*\$206,408
	Maintenance (2024)	\$6,662
	Operations (2024)	***\$0
	Rehabilitation (<i>LTD</i>)	\$0
	Total Cost Per Unit	\$213,070
The Gateway in Honor of Tenaya Wright	Acquisition (<i>one-time cost, LTD</i>)	*\$362,643
	Maintenance (2024)	\$3,838
	Operations (2024)	\$28,068
	Rehabilitation (<i>LTD</i>)	\$15,479
	Total Cost Per Unit	\$410,027

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HTH Facility	Expenditure	Cost Per Unit
The North Star	Acquisition (<i>one-time cost, LTD</i>)	N/A - operations-only property
	Maintenance (2024)	\$0
	Operations (2024)	\$24,898
	Rehabilitation (<i>LTD</i>)	\$0
	Total Cost Per Unit	\$24,898

* All capital measures, including acquisition and rehabilitation activity, are depicted as Life-to-Date expenses rather than Year-to-Date expenses, so acquisition costs appear in this table regarding real estate transactions that took place in prior years.

** 2024 costs per unit are lower at this site because it opened mid-year.

*** 2024 costs per unit are lower at this site because it was not open for occupancy in 2024.

D. HTH Advisory Committee Establishment, Membership, and Certification of Dashboard

KCC 2A.300.200 and KCC 24.30.020 call for a HTH Advisory Committee.^{164, 165} As shown in Figure 22, the HTH Advisory Committee is a 12- to 16-member group advising the King County Executive and King County Council on current and future implementation of the HTH initiative. In addition to providing guidance, the committee is responsible for:

- Reviewing the initiative’s performance data;
- Providing annual certification of the HTH Dashboard, and
- Reporting annually to the King County Council and the community at large on the expenditures, accomplishments, and effectiveness of the HTH initiative.

As part of the initiative’s commitment to equity and social justice and consistent with the Plan, the HTH Advisory Committee centers individuals with lived experience and communities that have been historically overrepresented in the region's homelessness crisis. As of December 2024, committee members include the following 13 King County residents. For more information about the members, visit the Advisory Committee tab of the HTH Dashboard.¹⁶⁶

Figure 22: Health Through Housing Advisory Committee Members, 2024

Health Through Housing Advisory Committee Members		
Elizabeth Archambault	Lena Bernal	Brook Buettner
Avon Curtis, Co-Chair	Tulika Dugar	Isadora Eads
Febben Fekadu	Marissa Fitzgerald	Sean Healy, Chair
Krystal Marx	Sarah Stewart	Da’mont Vann
Barbara Walker		

¹⁶⁴ KCC 2A.300.200. [https://aqua.kingcounty.gov/council/clerk/code/05_Title_2A.htm#_Toc473536140]

¹⁶⁵ KCC 24.30.020. [https://aqua.kingcounty.gov/council/clerk/code/33_Title_24.htm#_Toc65058358]

¹⁶⁶ Health Through Housing Dashboard. [<https://www.kingcounty.gov/hthdashboard>]

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In 2024, the Committee convened quarterly and received presentations from HTH staff regarding the HTH model. On May 29, 2025, the HTH Advisory Committee reviewed and unanimously certified this report and the HTH Dashboard, including certifying that that the dashboard is updated with 2024 calendar year data.¹⁶⁷

E. Additional Information Available in the HTH Dashboard

Additional information about the HTH initiative is in the online HTH dashboard available [here](#).¹⁶⁸ The dashboard includes:

- Additional data specific to each of HTH's sites;
- Additional context and discussion of initiative activities and performance in 2024;
- Customizable views of HTH data;
- Greater background on disproportionality;
- More information about how HTH and its partners are working to support the health of residents, and
- More information about Advisory Committee members.

Conclusion/Next Actions

In 2024, the HTH initiative's third full year of operation, the initiative continued to focus on rehabilitating and opening buildings, moving people inside, connecting residents with health care and other supports, and building the capacity of service providers. HTH ended the year with 1,434 housing units secured, reflecting its commitment to expanding the availability of supportive housing across the region.

At the same time, HTH has faced significant challenges that have impacted the pace at which the initiative is achieving its paramount goal. In some cases, navigating jurisdictional approval processes, construction timelines, and County and provider staffing limitations extended the time necessary to open HTH buildings beyond initial forecasts. Inflation and historically low wages in the human services sector drive the need to increase expenditures for both King County and HTH operators.¹⁶⁹ Despite these obstacles, HTH has made significant progress securing and opening supportive housing across King County.

HTH provided housing for 1,281 people, in 954 open units, across its 11 open sites. HTH opened three of these 11 sites in 2024, while also working through the pre-occupancy process to design, permit, and

¹⁶⁷ Initial Health Through Housing Implementation Plan.

[<https://mkcclegisearch.kingcounty.gov/LegislationDetail.aspx?ID=5121460&GUID=7DC46271-C6B3-4D90-B6DE-DEF37CD0A7D5&Options=Advanced&Search=&FullText=1>]

¹⁶⁸ Health Through Housing Dashboard. [<https://www.kingcounty.gov/hthdashboard>]

¹⁶⁹ Seattle Construction Cost Index Q4 2024. Mortenson. [<https://www.mortenson.com/cost-index/seattle>]

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conduct major construction work at three additional properties in Federal Way, Capitol Hill, and Kirkland that are planned to open in 2025. Despite the complexity of cross-jurisdictional building regulations and widely varying municipal processes, significant progress has been made toward opening all HTH acquisitions to residents.

In 2024, HTH significantly expanded the scope of services provided at its open sites, including by expanding the Mobile Response Teams (MRT), King County Metro transportation services, and DCHS' Employment Resource Program (ERP) to all open sites. Further, HTH operators continue to make enhancements to health care service and wellness supports offered on site. Connected to the housing and comprehensive services HTH offers, after one year, HTH residents' total number of days in inpatient hospital care decreased by 33 percent, and their total number of emergency department visits dropped by 17 percent. This outcome demonstrates how the HTH initiative is shifting care from institutions and crisis-related services to more appropriate planned visits and regular follow-up with community-based health services. As HTH continues to expand its reach and refine its services, it is exploring ways to better understand and meet the unique needs of each community it serves. This involves supporting operators in the continued expansion of supportive services and the refinement of operating procedures to improve resident outcomes and program performance.

As HTH moves into 2025, it will focus on opening additional buildings, streamlining service delivery, and enhancing community engagement to inform responsive and tailored services. As HTH makes continued progress towards its goal of securing 1,600 units of supportive housing, HTH will focus on reducing racial and ethnic disproportionality. HTH is a powerful part of King County's regional strategy to address the entwined crises of affordable housing and chronic homelessness by increasing access to dignified supportive housing where people with disabilities can improve their health and their lives, and to pursue the County's True North, to make King County a welcoming community for everyone to thrive.¹⁷⁰

¹⁷⁰ True North and Values. [<https://kingcounty.gov/en/dept/executive/governance-leadership/performance-strategy-budget/true-north-values>]

Appendix A: Reporting Elements Table and HTH Dashboard Guide

Reporting Element Language	Source	See Section(s) of This Report	See Also HTH Dashboard Tab(s) ¹⁷¹
King County Code 2A.300.200.A			
The health through housing advisory committee is created to provide advice to the executive and council and report annually to the council and community on the accomplishments and effectiveness of the expenditure of sales and tax proceeds as authorized by KCC chapter 4A.503 and RCW 82.14.530. Annual reporting to the council and the community shall include information on the allocation by jurisdiction of sales and use tax proceeds as authorized by KCC. chapter 4A.503 and RCW 82.14.530. ...	KCC 2A.300.200.A	• Report Requirements Subsection A: Performance Overview: Accomplishments and Effectiveness in 2024 • Report Requirements Subsection C: Financial Information	• Initiative Roots • Number of People Served • Revenue and Expenditures • Program Performance
No later than June 15 of each year, beginning with the first report to be filed by June 15, 2023, on behalf of the advisory committee, the executive shall electronically file the annual report and a motion that should acknowledge receipt of the report with the clerk of the council, who shall retain an electronic copy to all councilmembers, the council chief and member and alternates of the regional policy committee, or its successor. The clerk of the council shall retain an electronic copy and provide an electronic copy to all councilmembers, the council chief of staff and the lead staff for the committee of the whole, or its successor.	KCC 2A.300.200.A	N/A	N/A
King County Code 24.30.030.A			

¹⁷¹ HTH Dashboard. [<https://www.kingcounty.gov/hthdashboard>]

Reporting Element Language	Source	See Section(s) of This Report	See Also HTH Dashboard Tab(s) ¹⁷¹
... The implementation plan shall also describe responsibilities of a health through housing advisory committee, which is to provide advice to the executive and council and to report annually to the council and the community on the accomplishments and effectiveness of the expenditure of proceeds and name the persons to the committee. Annual reporting provided to the council and the community shall include information on the allocation of the proceeds by jurisdiction.	KCC 24.30.030.A	• Report Requirements Subsection A: Performance Overview: Accomplishments and Effectiveness in 2024 • Report Requirements Subsection D: HTH Advisory Committee Establishment, Membership, and Certification of Dashboard • Report Requirements Subsection C: Financial Information	• Initiative Roots • Number of People Served • Advisory Committee • Revenue and Expenditures • Program Performance
HTH Implementation Plan			
The HTH Advisory Committee will annually report to the Council and public on the expenditures, accomplishments, and effectiveness of the HTH initiative through an online HTH dashboard. The purposes of reporting by online dashboard are to increase community access to reporting, to take advantage of an online platform's ability to present interactive data, to allow for faster data updates as data are available within the annual reporting period, and to reduce the environmental impact of printing paper reports.	HTH Implementation Plan, page 64	• Report Requirements Subsection A: Performance Overview: Accomplishments and Effectiveness in 2024 • Report Requirements Subsection B: Site Locations and Other Geographic Information • Report Requirements Subsection C: Financial Information • Report Requirements Subsection E: Performance Overview: Additional Information Available in the HTH Dashboard	• Full HTH Dashboard

Reporting Element Language	Source	See Section(s) of This Report	See Also HTH Dashboard Tab(s) ¹⁷¹
DCHS will prepare and maintain the online dashboard. No later than June 15 of each year starting in 2023, the online dashboard will be updated with the prior calendar year's data reporting and an overview of the HTH initiative's performance during the year. The online dashboard will include performance measures that are consistent with this plan's section on Performance Measurement and Evaluation.	HTH Implementation Plan, page 64	• Report Requirements Subsection A: Performance Overview: Accomplishments and Effectiveness in 2024 • Report Requirements Subsection B: Site Locations and Other Geographic Information • Report Requirements Subsection E: Performance Overview: Additional Information Available in the HTH Dashboard	• Initiative Roots • Number of People Served • Project Phases • Location Map • Program Performance • Supportive Services
A list of the members of the HTH Advisory Committee	HTH Implementation Plan, page 65	• Report Requirements Subsection D: HTH Advisory Committee Establishment, Membership, and Certification of Dashboard	• Advisory Committee
A map depicting the locations of sites constructed or acquired with Health through Housing proceeds and depicting the locations and numbers of operational-only housing units supported by HTH	HTH Implementation Plan, page 65	• Report Requirements Subsection B: Site Locations and Other Geographic Information	• Location Map
Demographic data describing the population residing in Health through Housing-funded housing, including race and ethnicity. The dashboard will track progress towards reducing racial-ethnic disproportionality by comparing HTH demographic data to the population experiencing chronic homelessness in King County and the general King County population	HTH Implementation Plan, page 65	• Report Requirements Subsection A: Performance Overview: Accomplishments and Effectiveness in 2024 – Demographic Data and Progress toward Reducing Disproportionality	• Who We Serve

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Reporting Element Language	Source	See Section(s) of This Report	See Also HTH Dashboard Tab(s) ¹⁷¹
Number of households receiving a service through the mobile behavioral health intervention program by geographic area	HTH Implementation Plan, page 65	Report Requirements Subsection A: Performance Overview: Accomplishments and Effectiveness in 2024 – Health and Wellbeing Supports	Mobile Response Team
Number of households, who, at the time of enrollment, were living in or near the city in which the site is located, or have ties to that community	HTH Implementation Plan, page 65	Report Requirements Subsection B: Site Locations and Other Geographic Information – Individuals Served with Local Community Ties	Who We Serve
Health Through Housing initiative financial information, including,			
The program’s annual revenue	HTH Implementation Plan, page 65	Report Requirements Subsection C: Financial Information	Revenue and Expenditures
Allocation of proceeds for housing and operations to jurisdictions that host Health through Housing sites	HTH Implementation Plan, page 65	Report Requirements Subsection C: Financial Information	Revenue and Expenditures
Actual expenditures of the previous year’s proceeds amongst the categories of expenditure required or allowed by KCC chapter 24.30	HTH Implementation Plan, page 65	Report Requirements Subsection C: Financial Information	Revenue and Expenditures
Including the average per-unit cost of acquisition, conversion and operation by site	HTH Implementation Plan, page 65	Report Requirements Subsection C: Financial Information	Revenue and Expenditures
Data that describe how the Health through Housing initiative performs on at least the following population-level and program performance measures:			

Reporting Element Language	Source	See Section(s) of This Report	See Also HTH Dashboard Tab(s) ¹⁷¹
Cumulative number of people who moved from chronic homelessness into permanent housing via HTH;	HTH Implementation Plan, page 65	Report Requirements Subsection A: Performance Overview: Accomplishments and Effectiveness in 2024 - Number of People Moved from Chronic Homelessness to Permanent Housing	Housing Performance
Progress on reducing disproportionality in the experience of chronic homelessness;	HTH Implementation Plan, page 65	Report Requirements Subsection A: Performance Overview: Accomplishments and Effectiveness in 2024 - Demographic Data and Progress toward Reducing Disproportionality	Who We Serve
Percentage of residents who maintain their housing in HTH or exit to permanent housing from HTH-funded emergency or PSH;	HTH Implementation Plan, page 65	Report Requirements Subsection A: Performance Overview: Accomplishments and Effectiveness in 2024 – Percent of HTH Residents who Maintain Housing in HTH or Exit to Permanent Housing	Housing Performance
Average length of stay of residents in HTH-funded emergency or PSH;	HTH Implementation Plan, page 65	Report Requirements Subsection A: Performance Overview: Accomplishments and Effectiveness in 2024 – Average Length of Stay	Housing Performance
Percentage of residents who receive physical or behavioral health care supports or care while residing in a HTH unit; and	HTH Implementation Plan, page 65	Report Requirements Subsection A: Performance Overview: Accomplishments and Effectiveness in 2024 – Health and Wellbeing Supports	Health and Supports

Reporting Element Language	Source	See Section(s) of This Report	See Also HTH Dashboard Tab(s) ¹⁷¹
Additional measures of improvements in health or well-being, as data are available	HTH Implementation Plan, page 65	Report Requirements Subsection A: Performance Overview: Accomplishments and Effective in 2024 – Health and Wellbeing Supports	- Healthcare Outcomes - Mobile Response Team - Transportation and Mobility Supports - Employment Resource Program - Emergency Feeding Program
Beginning in 2023, the HTH Advisory Committee will annually certify by June 15 that the online dashboard is updated with the previous year's data and ready for review.	HTH Implementation Plan, page 65	Report Requirements Subsection D: HTH Advisory Committee Establishment, Membership, and Certification of Dashboard	Advisory Committee
On behalf of the Committee, the Executive will electronically file the annual report and a motion that should acknowledge receipt of the report with the clerk of the council, who will retain an electronic copy and provide an electronic copy to all councilmembers, the council chief and members and alternates of the regional policy committee, or its successor. Passage of the motion acknowledging receipt of the report will satisfy HTH's annual reporting requirement. DCHS will be prepared upon invitation to present an overview of the annual report to the Council or one of its committees and to the Regional Policy Committee.	HTH Implementation Plan, page 65	N/A	N/A

¹⁷¹ HTH Dashboard. [<https://www.kingcounty.gov/hthdashboard>]

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Appendix B: HTH Investments (Acquisitions and Operations-only Partnerships), Cumulative to Year End 2024

Investment Type	Service Provider	Building Name	Initial Housing Type	Total Units	Housing Units	City	Council District	Status as of December 2024
Acquisition	Compass Housing Alliance	Don's Place	EH	102	81	Auburn	7	Open and occupied
Acquisition	Lavender Rights Project	Sharyn Grayson House	PSH	37	32	Seattle	2	Pre-occupancy
Acquisition	The Urban League	The Booker House	PSH	101	86	Federal Way	7	Pre-occupancy
Acquisition	Plymouth Housing	HTH Kirkland	EH	124	103	Kirkland	6	Pre-occupancy
Acquisition	Salvation Army	Haven Heights in Honor of Bruce Thomas	EH	144	100	Redmond	6	Pre-occupancy
Acquisition	DESC	Mary Pilgrim Inn	EH	100	85	Seattle	4	Open and occupied
Acquisition	Chief Seattle Club	Salmonberry Lofts in Honor of Peter Joe	PSH	80	76	Seattle	8	Open and occupied
Acquisition	Catholic Community Services	Sidney Wilson House	PSH	110	107	Renton	5	Open and occupied
Acquisition	TBD	The Argyle	PSH	12	10	Seattle	8	Project scoping
Acquisition	Catholic Community Services	The Bob G.	EH	80	80	Seattle	4	Major Rehabilitation

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Investment Type	Service Provider	Building Name	Initial Housing Type	Total Units	Housing Units	City	Council District	Status as of December 2024
Acquisition	DESC	The Gateway in Honor of Tenaya Wright	EH	131	113	Seattle	1	Open and occupied
Operations-only	Plymouth Housing	Bertha Pitts Campbell Place	PSH	100	100	Seattle	8	Open and occupied
Operations-only	DESC	Burbridge Place	PSH	62	62	Seattle	4	Open and occupied
Operations-only	DESC	Bloomsdale	PSH	95	95	Burien	8	Open and occupied
Operations-only	Chief Seattle Club	Sacred Medicine House	PSH	120	120	Seattle	1	Open and occupied
Operations-only	Chief Seattle Club	Sweetgrass Flats	PSH	84	84	Seattle	8	Pre-occupancy
Operations-only	DESC	The North Star	PSH	100	100	Seattle	4	Open and occupied
Total				1,582	1,434			

2024 Health Through Housing Annual Report

See also [Health Through Housing Dashboard](#)

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King County

Metropolitan King County Council Health, Housing, and Human Services Committee

STAFF REPORT

Agenda Item:	15	Name:	Olivia Brey
Proposed No.:	2025-0175	Date:	December 2, 2025

SUBJECT

Proposed Motion 2025-0175 would acknowledge receipt of the 2024 Health Through Housing Annual Report, the third annual report for this initiative.

SUMMARY

The Health Through Housing (HtH) Implementation Plan, adopted via Ordinance 19366 in 2021, requires the HtH Advisory Committee to report annually to the Council on expenditures, accomplishments, and effectiveness of the HtH initiative through an online HtH dashboard. County Code requires the annual report to be transmitted to the Council, with a motion acknowledging receipt of the report.

The transmitted 2024 HtH Annual Report includes a summary of activities, progress on HtH goals, financial information, information on the HtH Advisory Committee, a conclusion, and anticipated next actions. At the end of 2024, HtH's portfolio included a total of 1,434 housing units, which is roughly 90 percent of the paramount goal of creating and operating 1,600 units of affordable housing with housing-related services.

Proposed Motion 2025-0175 and its attached report appear to comply with the requirements of Ordinance 19366.

BACKGROUND

Health Through Housing Sales Tax

House Bill 1590 and RCW 82.14.530. During the 2020 legislative session, the legislature passed House Bill 1590,¹ which amended RCW 82.14.530 to provide an option for a housing sales tax to be councilmanic. Previously, this housing sales tax was required to go to the ballot for authorization from voters before enactment. In 2021, the legislature amended the law again through Engrossed Substitute House Bill (ESHB) 1070, clarifying that acquiring units of new affordable housing is an eligible use of proceeds.²

Counties were given until September 30, 2020, to impose the tax countywide. After that date, cities could impose the tax (either by ballot or councilmanic). According to the statute, if a county imposes the tax after one or more cities have already done so, the county must provide a credit to those cities for the full amount collected within each jurisdiction.

State statute specifies the activities and services for which the tax may be used. Table 1 below provides an overview of the statute's spending requirements.

Table 1. Overview of Spending Allocation Requirements

Allocation	Requirements
At least 60 percent of proceeds	1) Constructing or acquiring affordable housing – including new units within an existing structure and facilities providing housing-related services; 2) Constructing or acquiring mental and behavioral health-related facilities; 3) Funding operations and maintenance of new affordable housing and facilities where housing-related programs are provided, or newly constructed evaluation and treatment centers
Remaining funds	Used for the operation, delivery, or evaluation of mental and behavioral health treatment programs and services or housing-related services

Only the following population groups at or below 60 percent median income for King County may be provided affordable housing and facilities providing housing-related programs using housing sales tax revenue:

- 1) Persons with behavioral health disabilities;
- 2) Veterans;
- 3) Senior citizens;

¹ [1590 HBR APH 20.pdf \(wa.gov\)](#)

² [1070-S.E.pdf \(wa.gov\)](#)

- 4) Persons who are homeless or at-risk of being homeless, including families with children;
- 5) Unaccompanied homeless youth or young adults;
- 6) Persons with disabilities; or
- 7) Domestic violence survivors.

Counties that impose the tax must consult with cities when siting facilities within their jurisdictional boundaries. Additionally, the county must spend at least 30 percent of revenue collected within any city with a population over 60,000 within that jurisdiction. At the time the ordinance was passed, the following cities had populations over 60,000: Seattle, Bellevue, Kent, Renton, Federal Way, Kirkland, Auburn, Redmond, and Sammamish.

State statute allows the county to issue general obligation or revenue bonds and pledge up to 50 percent of the monies collected for bond repayment. Bonded revenue may finance provision or construction of affordable housing, facilities where housing-related programs are provided, or evaluation and treatment centers.

The county is directed to provide an opportunity for at least 15 percent of units in each facility to be occupied by individuals who live in or near the city where the facility is located, or have other ties to the community, as long as there are enough individuals within the city that need services and meet the rest of the criteria.

Ordinance 19179 and Ordinance 19180. On October 13th, 2020, the King County Council passed Ordinance 19179³ imposing a sales and use tax of 1/10th of 1 percent for housing and related services, as authorized in RCW 82.14.530. Proceeds from the tax are deposited into the HtH fund, which was established through Ordinance 19180.⁴

Ordinance 19179 directs that fund proceeds are required to be spent on the uses outlined in state statute, as described above, prioritizing those within the population groups in RCW 82.14.520(2)(b) and whose income does not exceed 30 percent of the King County area median income. Additionally, proceeds are required to be allocated with the objective of reducing racial and ethnic disproportionality among those experiencing chronic homelessness.

The ordinance also provides the County with the authority to issue bonds and use up to 50 percent of the monies collected for repayment of those bonds.

Ordinance 19236. Adopted in February 2021, Ordinance 19236⁵ outlined the content and development approach for the HtH Implementation Plan and defines how revenues are to be spent. Per Ordinance 19236, the Executive is required to develop the implementation plan in consultation with the Affordable Housing Committee and the Chief Executive Officer of the King County Regional Homelessness Authority and

³ [King County - File #: 2020-0337](#)

⁴ [King County - File #: 2020-0319](#)

⁵ [King County - File #: 2020-0338](#)

transmit the Plan to the King County Council, along with legislation to establish the HtH Advisory Committee, no later than June 30, 2021.

Ordinance 19236 required that the implementation plan include goals, strategies, performance measures, reporting requirements, a process for siting HtH-funded affordable housing and behavioral health facilities, and a detailed annual spending plan for the first eight years of the tax. The paramount goal required to be included in the implementation plan was the creation and ongoing operation of 1,600 units of affordable housing with housing-related services. Additional required goals to be included in the implementation plan were:

- An annual reduction of racial and ethnic demographic disproportionality among persons experiencing chronic homelessness in King County; and
- The creation and operation of a mobile behavioral health intervention program with access for its clients to be created, operated, or otherwise funded by proceeds.

Ordinance 19236 required that legislation establishing the HtH Advisory Committee be transmitted with the implementation plan. The Committee would be tasked with providing advice to the Executive and Council and producing an annual report on the accomplishments and effectiveness of HtH sales tax expenditures. The Committee's responsibilities were to be described in the implementation plan and the membership would be required to include representatives of the following demographics:

- Individuals who have experienced homelessness;
- Racial and ethnic communities that are demographically disproportionately represented among people experiencing chronic homelessness in King County;
- Residents of cities with populations greater than sixty thousand;
- Residents of the unincorporated areas of King County; and
- Representatives from other county, city, and subregional boards, commissions, or committees pertaining to King County human services investments.

2021 HtH Activities. In 2021, the County undertook HtH activities to design key aspects of the initiative and acquired HtH sites. King County acquired a total of 9 buildings in 2021 across Seattle, Renton, Redmond, Auburn, and Federal Way. Additionally, the County established a memorandum of agreement with the City of Seattle to permanently add 350 operations-only units⁶ to the HtH portfolio. Lastly, the County opened and moved residents into the Mary Pilgrim Inn, a 100-unit building in North Seattle.

Initial Health Through Housing Implementation Plan. On December 7, 2021, the King County Council adopted Ordinance 19366⁷, adopting the Initial Health Through Housing Implementation Plan (Plan), which governs the expenditure of HtH sales and

⁶ Operations-only units were created or acquired through capital funds other than HtH, but these have been permanently added to the HtH portfolio via service contracts. Nonprofit organizations retain the ownership of the units while HtH funds the operations and service costs.

⁷ [King County - File #: 2021-0330](#)

use tax proceeds from 2022 through 2028. The ordinance also created the HtH Advisory Committee.

The Plan established supporting goals to the paramount goal to be delivered by the end of the initial Implementation Plan's term in 2028, which are:

- Supporting Goal 1: Annually reduce racial and ethnic disproportionality among persons experiencing chronic homelessness in King County (required by K.C.C. 24.30.030.A.1⁸).
- Supporting Goal 2: Create and operate a mobile behavioral health intervention program with access for its clients to housing created, operated, or otherwise funded by HtH proceeds (required by K.C.C. 24.30.030.A.5⁹).
- Supporting Goal 3: Increase HtH resident health by providing health care system enrollment and access on-demand to integrated healthcare for all HtH property residents while they reside in a HtH housing unit.
- Supporting Goal 4: Convert (through rehabilitation or “rehab”) into permanent supportive housing by December 31, 2028, at least 50 percent of HtH units that enter the portfolio as emergency housing.
- Supporting Goal 5: Increase the number of organizations who can operate emergency, supportive, or other affordable housing who also specialize in serving a demographically overrepresented population or community among King County’s chronically homeless population.
- Supporting Goal 6: Establish and maintain an online, publicly reviewable “dashboard” depicting current and historical performance data and information about the HtH initiative.
- Supporting Goal 7: Publish by December 31, 2026, an in-depth evaluation of the HtH initiative’s effectiveness.

The Plan identified the following implementation strategies intended to accomplish the paramount and supporting goals, including:

- Strategy 1: Capital Financing and Improvements for HtH Sites
- Strategy 2: Emergency and Permanent Supportive Housing Operations
- Strategy 3: Behavioral Health Services Outside of HtH Sites
- Strategy 4: Capacity Building Collaborative
- Strategy 5: Evaluation and Performance Measurement
- Strategy 6: Future Acquisition of Additional Properties

Further, the Plan defined an Annual Expenditure Plan, including revenues and expenditures allocated to each strategy.

⁸ [K.C.C. 24.30.030.A.1](#)

⁹ [K.C.C. 24.30.030.A.5](#)

Annual Reporting Requirements. The Plan required the Advisory Committee to report annually no later than June 15th to the Council on expenditures, accomplishments, and effectiveness of the HtH initiative through an online HtH dashboard.¹⁰

The dashboard is required to be updated by June 15 each year starting in 2023 and would include, at a minimum:

- A list of HtH Advisory Committee members;
- A map of locations of sites constructed or acquired, and locations and numbers of housing units;
- Demographic data of population residing in HtH-funded housing, including race and ethnicity;
- The number of households receiving service through the mobile behavioral health intervention program;
- The number of households who were living in or near the city in which the site is located;
- HtH initiative financial information, including annual revenue, allocation of proceeds for housing and operations to jurisdictions with HtH sites, and actual expenditures of previous year's proceeds among expenditure categories; and
- Data on how HtH performs on various population-level and program performance measures.

Further, code changes in Ordinance 19366 require the annual report to be transmitted to the Council, with a motion acknowledging receipt of the report. Ordinance 19366 also required reporting on the allocation of proceeds by jurisdiction. For additional information on the Plan, please reference the staff report for Ordinance 19366.¹¹

2023 Annual Report. Motion 16748¹² was passed in February 2025 acknowledging the receipt of the second annual report. During the 2023 reporting period, HtH provided housing for 911 people; 138 new units opened to residents; and 127 operations-only units were secured. Additionally, 85 percent of residents reported existing ties to the communities where their HtH site is located.

Reallocation Letters. The Executive has transmitted three reallocation letters to increase funding for building acquisitions and capital improvements to continue to progress toward the HtH initiative's 1,600-unit goal.

In February 2022, the Executive reallocated \$69.2 million from Strategy 1 Capital Financing and Improvements for HtH Sites to Strategy 6 Future Acquisition of Additional Properties. The stated rationale for this reallocation was to continue partnerships with cities to pursue site acquisitions.

¹⁰ [Health Through Housing \(HtH\) Dashboard - King County, Washington](#)

¹¹ [King County - File #: 2021-0330](#)

¹² [King County - File #: 2024-0225](#)

The November 2022 reallocation letter accounted for several changes of HtH's annual expenditure plan for 2022 including:

- Reducing funding in the Plan's Strategy 6 Future Acquisition of Additional Facilities (-\$10.3 million);
- Reducing funding in Strategy 2 Emergency and Permanent Supportive Housing Operations (-\$3.7 million);
- Adding funding to Strategy 1 Capital Financing and Improvements for HtH Sites (+\$11.9 million); and
- Adding funding to bond financing costs (+\$2.1 million).

The Executive stated that the reasons for these reallocations were a decrease in the need for 2022 acquisition funding and operational funding and an increase in renovation costs for the Bob G site and bond financing costs.

The letter from November 2023 reallocated \$4.9 million from Strategy 2 Emergency and Permanent Supportive Housing Operations and Strategy 5 Evaluation and Performance measurement to be used for bond financing costs. The Executive noted that this reallocation is necessary due to higher interest rates for capital rehabilitation costs that were larger and sooner than initially anticipated. There were also adjustments to the HtH fund that were made in the 2023-2024 biennial budget, Ordinance 19546¹³ including:

- Debt service reserve contributions were changed in alignment with County standard practices. The debt service reserve contributions were increased in 2023 by \$10.2 million and decreased by \$0.6 million in 2024.
- Three new County FTEs were added to DCHS staff, which increased the administration category by \$0.3 million in both 2023 and 2024. The staff coordinate community outreach and program referrals, lead, and track compliance with Implementation Plan requirements, and support administrative and clerical duties.
- Funding for Strategy 3 Behavioral Health Services Outside of HtH Sites was reduced by \$2.4 million in 2023 and \$2.6 million in 2024 to be consistent with King County Code which allocates at least nine percent and no more than 13 percent of proceeds to behavior health treatment programs and services that are not at HtH sites.¹⁴

There were no reallocation letters transmitted in 2024.

ANALYSIS

Proposed Motion 2025-0175 was transmitted on June 12, 2025, and the attached 2024 Health Through Housing Annual Report appears to meet the requirements of Ordinance 19366 to report on the expenditures, accomplishments, and effectiveness of the HtH

¹³ [King County - File #: 2022-0374](#)

¹⁴ [K.C.C. 24.30.030.A.9](#)

initiative. More detailed information and infographics can be found on the online HtH Dashboard, maintained by DCHS.¹⁵

The content of the transmitted report includes the following sections:

1. Executive Summary
2. Background
3. Report Requirements
4. Conclusion/Next Actions
5. Appendix A: Reporting Elements Table and HtH Dashboard Guide
6. Appendix B: HtH Investments (Acquisitions and Operations-only Partnerships), Cumulative to Year End 2024

This staff report will focus on sections 3 and 4.

As a reminder, the paramount goal of the HtH initiative, as established by Ordinance 19236, is the creation and ongoing operation of 1,600 units of affordable housing with housing-related services for eligible households in King County that are experiencing chronic homelessness or that are at risk of experiencing chronic homelessness.

Annual Report Section 3 - Report Requirements. Ordinance 19366 requires the Executive to file the annual report and accompanying motion on behalf of the HtH Advisory Committee. The transmittal letter indicates that the transmitted report and the online dashboard have been certified by the HtH Advisory Committee.

Performance Overview: Accomplishments and Effectiveness in 2024. The transmitted report states that in 2025, HtH made progress in securing new sites, gathering permits, procuring contractors, and renovating and opening new emergency housing (EH) and permanent supportive housing (PSH) units.

At the end of 2024, HtH's portfolio included a total of 1,434 housing units, which is roughly 90 percent of the paramount goal of creating and operating 1,600 units of affordable housing with housing-related services. A total of 954 homes were open across 11 sites (compared to 724 homes across eight sites at the end of 2023). Additionally, HtH is poised to open another four sites by the end of 2025.

Table 2 summarizes the progress towards the HtH initiative's paramount goal. In 2024, HtH opened 230 units, which includes Sacred Medicine House (operations-only), Bloomside (operations-only), and 15 out of 100 units of Haven Heights (owned).

HtH invested in 84 operations-only units at the Sweetgrass Flats, which are planned to open in 2025. Eight units were reduced from the owned, in-progress unit count from last year due to compliance with design requirements or allocated for operator use. These changes resulted in a net addition of 76 units in 2024. Additionally, the Bob G. site, which includes 80 units (owned), has remained closed due to unsafe building conditions since June 2023 and the Executive is determining the best course of action.

¹⁵ [Health Through Housing \(HtH\) Dashboard - King County, Washington](#)

Table 2. Progress Towards the Paramount Goal

Year End	<i>In Progress</i>			<i>Open & Operational</i>			TOTAL
	Owned	Operations – Only	Subtotal	Owned	Operations – Only	Subtotal	
2022*	413	150	563	603	200	803	1,366
2023	419	215	634	462	262	724	1,358
2024	396	84	480	477	477	954	1,434

**2022 reporting was based on total units obtained, irrespective of use (administrative space, community rooms, etc.)*

The following highlights were also featured:

- HtH expanded the scope of services provided and people served at its 11 open sites, serving a total of 1,281 people in 2024 (compared to 911 people served in 2023).
- HtH made progress addressing racial and ethnic disproportionality among the homeless population by increasing the American Indian, Alaska Native, and Indigenous proportion of HtH residents by 60 percent.
- HtH achieved positive health outcomes. For example, after one year, HtH residents' total number of days in inpatient hospital care decreased by 33 percent, and their total number of emergency department visits dropped by 17 percent.
- HtH achieved positive housing stability outcomes among its PSH residents, with 95 percent of PSH residents maintaining their housing or moving to another permanent housing destination.
- HtH achieved continued success housing individuals with ties to the city in which their HtH building is located, with 97 percent of residents reporting existing ties.
- HtH sites maintained high occupancy rates in 2024, with the majority of buildings ending the year with an occupancy rate above 90 percent.

In 2024, HtH expanded access to the Mobile Response Team (MRT) to provide services at all 11 open sites. During the reporting period, the MRT served 166 HtH clients, including resolving 149 crises and conducting 54 peer support groups at HtH sites. Case managers at HtH sites also connect residents to community-based behavioral health services to supplement services offered on-site including Program of Assertive Community Treatment, Evergreen Treatment Services, HealthPoint, and others. HtH operators help enroll residents in health insurance and in 2024 93 percent of residents have health insurance, mostly through Medicaid.

The transmitted report noted a new DCHS analysis of Medicaid claims data and emergency department admission data, which finds that one year after move-in, the number of emergency department visits by HtH residents decreased by 17 percent and inpatient hospital stays by HtH residents decreased by 22 percent. This data does not include health care access through US Department of Veterans Affairs, charity care, private insurance, or out-of-pocket payment. Analysis is ongoing and a final report is planned to be released in 2026.

The transmitted report states that progress was made on the primary supporting goal of annually reducing the racial-ethnic disproportionality among persons experiencing chronic homelessness. Table 3 provides an overview of the race/ethnicity of HtH residents, chronically homeless individuals in King County, and the overall King County population in 2023 and 2024. According to the transmitted report, the percentage of American Indian, Alaska Native, or Indigenous HtH residents has risen from three percent in 2022 to 16 percent in 2024. This increase is attributed to the partnership with Native-led housing and human services agency, Chief Seattle Club.

Table 3. Race/Ethnicity of HtH Residents, Chronically Homeless People, and the Overall Population in King County

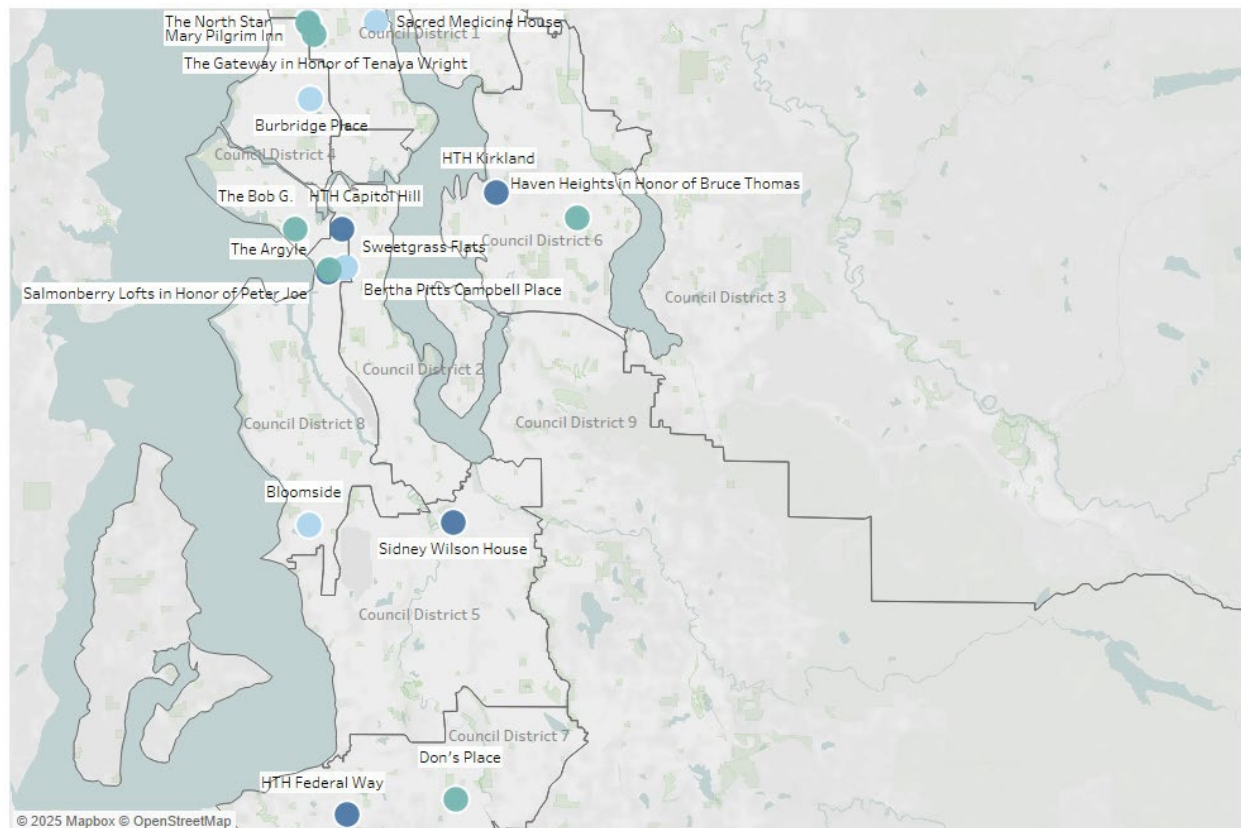
Race/Ethnicity	HtH Residents		People in King County experiencing chronic homelessness		King County population	
	2023	2024	2023	2024	2023	2024
American Indian, Alaska Native, or Indigenous	10%	16%	6%	5%	<1%	<1%
Asian or Asian America	3%	2%	2%	2%	19%	21%
Black, African American, or African	25%	21%	25%	24%	6%	7%
Hispanic/Latin(a)(o)(x)	4%	3%	3%	3%	7%	8%
Multiracial	11%	11%	16%	15%	9%	10%
Native Hawaiian or Pacific Islander	1%	2%	2%	2%	1%	1%
Unknown/unreported	5%	4%	1%	2%	N/A	N/A
White	42%	41%	45%	46%	56%	52%

Black, American Indian, Alaska Native, or Indigenous, multiracial, and Native Hawaiian or Pacific Islander individuals continue to be overrepresented among those experiencing homelessness compared to King County's overall demographics. The transmitted report notes that while the percentage of Black, African American, or African residents decreased slightly between 2023 and 2024, the total number of Black, African American, or African residents remained stable.

The HtH initiative notes the use of strategic partnerships and community engagement as a strategy to reduce racial and ethnic disparities in homelessness. The partnership with Chief Seattle Club ensured that American Indian, Alaska Native, or Indigenous HtH residents at Salmonberry Lofts in Honor of Peter Joe and Sacred Medicine House have access to culturally appropriate services.

Site Locations and Other Geographic Information. HtH includes 17 sites, including 11 acquired buildings and six operations-only buildings. Map 1 shows the location of each HtH building by housing type.

Map 1. HtH Site Locations



Housing and ownership type

- Emergency Housing - Owned by HTH
- Permanent Supportive Housing - Operations Only
- Permanent Supportive Housing - Owned by HTH

According to the transmitted report, HtH continues to be consistent with the requirement in RCW 82.14.530 that the county provide an opportunity for at least 15 percent of units in each facility to be occupied by individuals who live in or near the city where the facility is located or have other ties to the community. In 2024, 97 percent of residents reported existing ties to the communities where their HtH site is located. HtH has been able to collect data about residents' local ties and reduced the rate of unknown local connections from 44 percent in 2022 to one percent in 2024.

Financial Information. In 2024, HtH revenue totaled \$79 million, including \$70.8 million in tax revenue collections, which was \$0.5 million higher than in 2023. The HtH Implementation Plan anticipated issuing a \$60 million bond around 2024 to convert EH within HtH sites into PSH locations. Instead, a bond was issued in December 2023,

generating \$85.6 million. The bond proceeds, plus unspent tax revenue, led to higher annual interest revenue than what was expected.

Table 4. 2024 HtH Revenue (in millions)

	Projected in IP	Actual 2024 Revenues (rounded)	Change between IP and Actual 2024
Tax Revenue	\$69.4	\$70.8	2.0%
Annual Interest	\$0.4	\$8.1	1940.5%
Annual Bond Proceeds	\$60.0	\$0.0	(100.0%)
Commercial Rent	\$0.0	\$0.1	N/A
Total Revenue	\$129.7	\$79.0	(39.1%)

HtH spent \$69.2 million in 2024, which was approximately \$7.3 million more than in the previous year. The transmitted report states that this is primarily due to opening and operating more buildings than in 2023, as well as higher interest rates that increased bond financing costs relative to prior years.

Table 5 identifies 2024 expenditures by strategy compared to the estimates identified in the Implementation Plan. The multi-year expenditure plan for HtH has been adjusted multiple times since the Implementation Plan was passed in 2021, as documented in Reallocation Letters from the Executive. Additionally, the Implementation Plan permits the Executive to keep under expended proceeds within the same strategy for use in a subsequent year.

According to the transmitted report, spending for capital expenditures (Strategies 1 and 6) are lower than anticipated by the Implementation Plan because the initiative stopped pursuing new acquisitions to focus on opening acquired buildings. According to Executive staff, DCHS is working to deliver on existing commitments with cities and contracted operators.

Strategy 2 expenditures were lower than initially projected due to delayed building openings that would requiring operations funding, for both acquired and operations only HtH sites. Prior annual reports have also noted lower than projected spending on Strategy 2 expenditures. According to Executive staff, this strategy has a balance of \$64.5 million, which is anticipated to be used as planned on emergency and permanent supportive housing operations due to continually increasing operations costs.

Table 5. 2024 HtH Expenditures by Strategy (in millions)

Strategy	Projected Expenditure in IP	Actual 2024 Expenditures (rounded)	Change between IP and Actual 2024
<i>Strategy 1</i> Capital Financing and Improvements for HtH Sites	\$17.1	\$6.2	(63.6%)
<i>Strategy 2</i> Emergency and Permanent Supportive Housing Operations	\$42.4	\$30.4	(28.3%)
<i>Strategy 3</i> Behavioral Health Services Outside HtH Sites	\$9.0	\$6.1	(31.8%)
<i>Strategy 4</i> Capacity Building Collaborative	\$0.4	\$0.7	72.2%
<i>Strategy 5</i> Evaluation and Performance Measurement	\$0.6	\$0.2	(71.1%)
<i>Strategy 6</i> Future Acquisition of Additional Facilities	\$0.0	\$0.0	0.0%
<i>Initiative Administration</i>	\$2.0	\$2.0	(1.4%)
<i>Bond Financing Cost</i>	\$20.6	\$23.6	14.6%
TOTAL EXPENDITURES	\$92.2	\$69.2	(25.0%)

Table 6 shows a summary of 2024 expenditures by jurisdiction. Additional details, including costs from acquisition, building rehabilitation, facility maintenance, program operations, and bond financing is shown in Figure 19 of the transmitted report's Attachment A. Of note, the following cities passed legislation in 2020 to keep the tax revenue generated under RCW 82.14.530: Bellevue, Covington, Issaquah, Kent, Maple Valley, North Bend, Renton, and Snoqualmie. Of further note, RCW 82.14.530 requires that King County spend at least 30 percent of revenue collected from cities with populations greater than 60,000 within that jurisdiction.

Table 6. Allocation of Expenditures by Jurisdiction (in millions)

HtH Host Jurisdiction	2024 Expenditures
Auburn	\$4.21
Burien	\$0.96
Federal Way	\$3.09
Kirkland	\$5.01
Redmond	\$6.49
Renton	\$6.18
Seattle	\$34.26
Other expenditures that cannot be readily allocated to specific jurisdictions.	\$8.98
Total	\$69.19

The cost per-unit for each HtH site varies significantly due to the site development process and circumstances of each acquisition. The average per-unit costs for capital were \$285,772, 4.7 percent higher than last year. The average per-unit costs for operations across all sites were \$33,718, 52.6 percent higher than last year.¹⁶

HtH Advisory Committee Establishment, Membership, and Certification of Dashboard. The HtH Advisory Committee was established in 2022. As of December 2024, the HtH Advisory Committee includes 13 King County residents. Sean Healy is the Committee Chair, Avon Curtis is the Co-Chair, and other members include Elizabeth Archambault, Lena Bernal, Brook Buettner, Tulika Dugar, Isadora Eads, Febben Fekadu, Marissa Fitzgerald, Krystal Marx, Sarah Steward, Da'mont Vann, and Barbara Walker. The transmitted report and the HtH Dashboard were certified by the HtH Advisory Committee on May 29, 2029.

Annual Report Section 4 - Conclusion/Next Actions. The Conclusion/Next Steps section of the transmitted report noted that navigating jurisdictional approval processes, construction timelines, and staffing limitations have impacted the pace of achieving the paramount goal. Despite these challenges, the HtH initiative made progress toward opening buildings, moving people inside, connecting residents with healthcare and other support, and building capacity of service providers. In the next year, HtH will continue to focus on opening buildings, streamlining service delivery, and enhancing community engagement to achieve the paramount goal of securing 1,600 units of supporting housing.

Legislative Schedule. In accordance with Section 2 of Ordinance 19366, the annual report and proposed motion is a dual referral to the Regional Policy Committee and the

¹⁶ For operations-only sites, the average annual operating cost is \$22,154 per unit

Committee of the Whole, or its successor.¹⁷ Proposed Motion 2025-0175 passed in the Regional Policy Committee on August 20, 2025.

INVITED

- Sunaree Marshall, Acting Division Director, Housing and Community Development Division
- Jelani Jackson, Initiative Manager, Health Through Housing, Housing and Community Development Division

ATTACHMENTS

1. Proposed Motion 2025-0175
 - a. 2024 Health Through Housing Annual Report
2. Transmittal Letter

¹⁷ Given the Health, Housing, and Human Services Committee's (HHHS) jurisdiction over housing-related issues, Proposed Motion 2025-0175 was referred to HHHS as a successor to the Committee of the Whole.



Signature Report

Motion

Proposed No. 2025-0201.2

Sponsors Barón

1 A MOTION acknowledging receipt of a report on the
2 results of an analysis of racial disparities in response to
3 infractions as required by the 2025 Annual Budget
4 Ordinance, Ordinance 19861, Section 54, Proviso P1.

5 WHEREAS, the 2025 Annual Budget Ordinance, Ordinance 19861, Section 54,
6 Proviso P1, requires the executive to transmit a report on the results of an analysis of
7 racial disparities in response to infractions, accompanied by a motion that should
8 acknowledge receipt of the applicable report, and

9 WHEREAS, Ordinance 19861, Section 54, Proviso P1, states that the report and
10 the motion should be transmitted no later than June 30, 2025, and

11 WHEREAS, Ordinance 19861, Section 54, Proviso P1, provides that \$50,000
12 shall not be expended or encumbered until the executive transmits both the report and the
13 motion, and the motion acknowledging receipt is passed, and

14 WHEREAS, upon passage of the motion, \$50,000 shall be released for
15 expenditure or encumbrance, and

16 WHEREAS, the council has acknowledged receipt of the report transmitted by the
17 executive;

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

19 The receipt of a report on the results of an analysis of racial disparities in response
20 to infractions, entitled King County Department of Adult and Juvenile Detention Report

21 on the Analysis of Racial Disparities in Response to Infractions, Attachment A to this
22 motion, is hereby acknowledged in accordance with 2025 Annual Budget Ordinance,
23 Ordinance 19861, Section 54, Proviso P1.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: A. Department of Adult and Juvenile Detention Report on the Analysis of Racial Disparities in Response to Infractions, dated November 2025

Department of Adult and Juvenile Detention
Report on the Analysis of Racial Disparities in Response to Infractions

Originally Submitted: May 2025
Revised: November 2025



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II. Proviso Text

Ordinance 19861, Section 54, Department of Adult and Juvenile Detention P1¹:

Of this appropriation, \$50,000 shall not be expended or encumbered until the executive transmits a report on the results of an analysis of racial disparities in response to infractions in adult detention and a motion that should acknowledge receipt of the report, and a motion acknowledging receipt of that report is passed by the council. The motion should reference the subject matter, the proviso's ordinance, ordinance section, and proviso number in both the title and body of the motion.

The report shall include, but not be limited to:

A. Disaggregated data on all infractions and responses to infractions, including, but not limited to, restrictive housing placements, in adult detention in 2024;

B. An analysis of those infractions and responses to infractions by race;

C. Discussion of any racial disparities found in the analysis of infractions and responses to infractions by race, and identification of actions or planned actions that will be taken in an effort to reduce any racial disparities found in the analysis; and

D. A discussion of whether and how frequently the department of adult and juvenile detention intends to conduct future analyses of racial disparities in response to infractions in adult detention.

The executive should electronically file the report and a motion required by this proviso by June 30, 2025, with the clerk of the council, who shall retain an electronic copy and provide an electronic copy to all councilmembers, the council chief of staff, and the lead staff for the law and justice committee or its successor.

¹Ordinance 19861, Section 54, p26 [LINK](#)

III. Executive Summary

One of the primary ways that the Department of Adult and Juvenile Detention manages the safety of its adult facilities is through the behavior management system that is detailed in the Resident Information Handbook. The behavior management system includes rules designed to ensure safety and security, and related sanctions for violating those rules. Sanctions for rule violating behavior range from written warnings to disciplinary housing and are constrained in use by a sanctions matrix that is also documented in the Resident Information Handbook. The report that follows details the violative and sanction behavior observed in the adult divisions over the previous year.

Both the infraction and sanction behavior that is analyzed below are as expected by the Department and are consistent with previous reports detailing infraction and sanction outcomes. Some disparity in volume is observed, particularly in gender and race. Gender disparities are to be expected. Some racial disparities are also observed. The outcome measures examined for disparity, such as whether there are meaningful differences in the number of days of disciplinary housing by gender or race. The differences in disciplinary housing length, which is the most serious sanction are not meaningful, which is an indication that the sanction matrix is working well to control disparities.

Finally, DAJD is midway through a major data warehouse build, which will enhance the Department's ability to analyze and report on performance measures that encompass adult and juvenile operations, and community corrections. The Department will continue to build out analytics and reporting capability and be responsive and responsible for reporting key performance measures. The data warehouse project is currently expected to be completed in Q1 2026.

IV. Background

Department Overview: The Department of Adult and Juvenile Detention (DAJD) operates three secure detention facilities and a number of community supervision programs for pre- and post-trial defendants throughout King County. The two adult secure detention divisions are the Seattle Division and the Kent Division. The Seattle Division operates the King County Correctional Facility (KCCF), and the Kent Division operates the secure detention portion of the Maleng Regional Justice Center (MRJC). In 2024, the combined average daily population of both adult detention facilities was 1,407.

The mission of DAJD is to provide in-custody and community-based services that are data-informed, advance safety, lead system change, and promote equitable outcomes for the people served. The Department's priorities include ensuring the safety and security of staff and residents, managing operational risks, strengthening community connections, promoting opportunities to humanize the people in the facilities and programs, and recruiting, developing, supporting, and retaining staff.

Context: DAJD issues a Resident Information Handbook to each resident of its adult facilities². The handbook contains useful information and includes a chapter regarding the rules of behavior for all adult residents housed at KCCF and MRJC. In addition, the rules are posted in all housing locations.

Violation of any of the rules of behavior are disruptive to the safe and secure operation of the facilities and may result in discipline. The rules of behavior are classified into three levels of seriousness: general, serious, and major. General infractions are considered the least critical of rule violations, ranging in behavior from refusing orders, tampering with equipment, and interfering with headcounts and/or security checks. General infractions are subject to penalties such as loss of commissary, loss of visitation or loss of good time credits. Serious infractions include behaviors such as fighting and flooding of housing units. Adjudication of serious infractions can result in sanctions of between three and seven days of disciplinary segregation, as well as loss of good time³, loss of privileges related to the violation, and potential classification to a higher security level. Major infractions, the most critical violations of behavior standards, include assaulting⁴ a staff member or other resident, arson, or possession of weapons. Major violations can result in a sanction of up to 10 days in disciplinary housing.

Infractions are adjudicated in two ways. For lower-level infractions, officers adjudicate the rule-breaking behavior. Officers can resolve general infractions through written warnings and onsite sanctions. This tool allows officers to address negative behaviors quickly which can keep issues from escalating and helps to ensure that officers can manage their housing units or other posts. For serious and major infractions, officers provide documentation of the violation to DAJD's classification staff through the Jail Management System (JMS). Classification staff then hold a hearing, involving the resident, officer or other staff members, as well as potential witnesses, to adjudicate the infraction. Findings regarding responsibility are assessed at that time, but the resident still retains an opportunity to appeal. Finally, outcomes from disciplinary hearings are reviewed by classification supervisors for completeness and

² The handbook is available in English, Spanish, Somali, Vietnamese, Russian, Chinese, and Korean. It is also available as an ASL (American Sign Language) video on the resident tablets.

³ Good time is a reduction in time served in jail given to residents who maintain good behavior while in custody. It can also be referred to as good conduct time, or time off for good behavior.

⁴ In a legal context, fighting differs from assault in intent and threat. A fight can involve mutual physical contact, while assaults are targeted, with intent to cause harm to another individual.

accuracy. All portions of this process are documented in JMS. The data and analysis provided below follows those two operational tracks.

In April of 2021, the King County Auditor completed an extensive audit of the adult jail facilities that focused on safety and equity⁵. As part of that audit, it was recommended that DAJD annually review certain metrics related to the racial breakdown of security classifications and disciplinary sanctions. DAJD implemented a new Jail Management System (JMS) in August of 2021, and continues to develop capacity to better monitor many aspects of operations, including more efficient analysis of security classifications and disciplinary sanctions. DAJD reported on that progress to the King County Auditor in August of 2022 and again in April of 2024.

Report Methodology: Data underlying this report was gathered from DAJD’s Jail Management System. It was analyzed and compiled by DAJD staff. Infractions and resulting sanctions were evaluated using univariate analysis to determine the impact on different racial and gender groups. The data and analysis in this report includes all infractions that were reported and adjudicated between January 1 and December 31, 2024.

The analysis that follows is based on the totality of infraction data in 2024. No data was trimmed from the total. Given that all data is available to DAJD for this analysis, no sampling is needed, which can simplify the analysis. In addition, it allows for investigation of the data by breaking it down (disaggregating) by demographics or other factors of interest.

V. Report

A. Infractions

DAJD issued, investigated and completed 7,942 infraction reports in 2024. Infractions are classified by the seriousness of the underlying behavior into three categories: general, serious and major. Those categories inform how the department responds to infractions. The less serious infractions are adjudicated through onsite sanctions and the more serious infractions are resolved through a hearing process. The distribution of infractions as well as their response is displayed in Table 1.

Table 1: Infractions by Response (2024)

Violation Class	On-Site Sanction	Hearing
General	4,200	
Major	6	314
Serious	799	2,614
Unknown		9 ⁶

⁵ [Jail Safety Audit](#)

⁶ Unknown data in this table refers to infractions that are either not labelled or not properly labelled. Therefore, it is not clear what violation class these hearings are.

Table 2 disaggregates the number of violations by the seriousness and the race of the residents.

Table 2: Violation Class by Race (2024)

Violation Class	General	Serious	Major	Unknown
American Indian	99	59	6	
Asian	244	161	9	3
Black	1,681	1,714	171	3
Hispanic	382	222	27	2
Other / Unk	170	122	9	
White	1,624	1,135	98	1

The following section reports on infractions that were sanctioned through the onsite sanction process in 2024. As noted previously, less serious infractions are handled promptly by Officers and Sergeants in their housing units. Occasionally, more serious violations can be handled through this process as well.

Infractions are not evenly distributed between the two adult secure facilities, which is primarily due to the unequal distribution of security classifications between KCCF and MRJC. While DAJD's adult population was relatively evenly split between KCCF and MRJC in 2024 (2024 KCCF Average Daily Population = 56%), the MRJC houses the majority of the minimum and medium security residents, while KCCF houses all of DAJD's maximum-security residents. KCCF also houses residents who consistently exhibit serious negative behaviors, such as fighting, or other assaultive behavior.

After residents are found to have committed serious and major infractions, it is DAJD's normal practice to increase their security classification in response. Because of this, data shows a higher proportion of major infractions at KCCF, and a much higher proportion of general infractions at the MRJC given the population housed in that facility. The distribution of infractions by facility is displayed in Table 3.

Table 3: Infractions by Facility (2024)

Facility	General	Serious	Major
King County Correctional Facility	1,492	362	5
Maleng Regional Justice Center	2,708	437	1

The following tables are meant to demonstrate that DAJD's infraction data is in line with long standing criminological findings. Examining the gender, age and race distribution of DAJD's population helps to determine whether the department's infraction numbers, and demographic distributions, are in line with existing scholarship. For example, if DAJD were to find wildly incongruous distributions of gender in the population compared to the infraction data, further analysis would need to be completed. Likewise with age and race distributions.

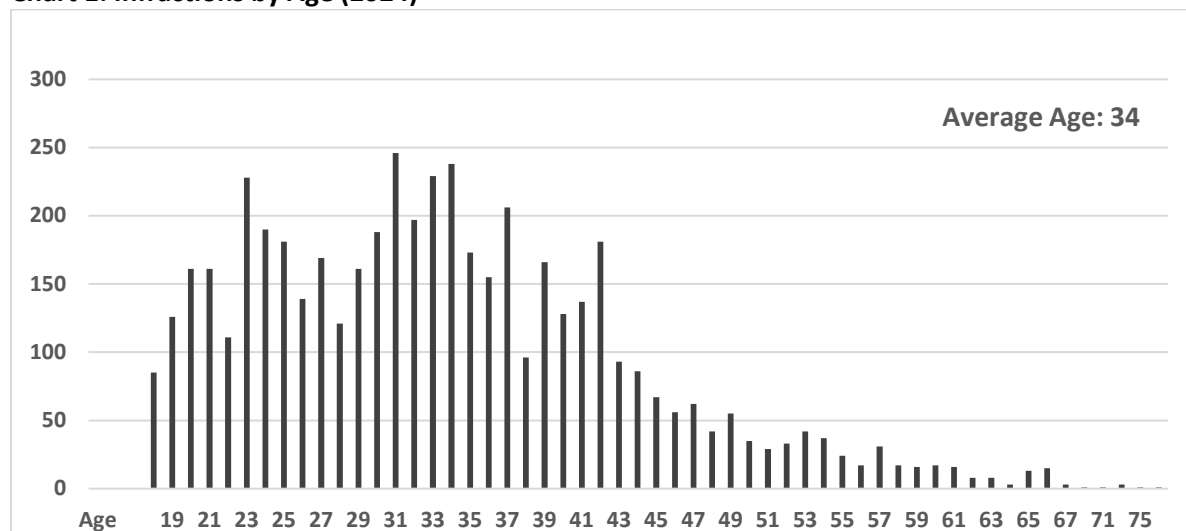
Longstanding criminological research tells us that females offend less frequently, generally engage in less serious and violent behavior, and engage in that behavior for very different reasons than males^{7,8}. Table 4 displays the distribution of the number and seriousness of 2024 infractions by gender. The smaller number and less serious classification of infractions by female residents is consistent with what would be expected.

Table 4: Infractions by Gender (2024)

Gender	General	Serious	Major
Female	997	105	
Male	3,203	694	6

Chart 1 illustrates the age distribution of infractions in 2024. The age-crime curve is a fundamental concept in criminology that describes the pattern of criminal offending that increases through the 20s and into the early 30s, peaks, and then starts to taper off quickly⁹. This pattern is sometimes referred to as desistance or ‘aging out’.¹⁰ The distribution displayed in Chart 1 matches the theoretical age-crime curve closely, with an average age at infraction of 34 years.

Chart 1: Infractions by Age (2024)



⁷ Chesney-Lind, M. and Pasko, L. (2004). *The Female Offender: Girls, Women and Crime* (2nd Ed.). Sage Publications. <https://sk.sagepub.com/book/mono/the-female-offender-2e/toc>

⁸ Gelsthorpe, L. and Morris, A. (2002). *The Role of Gender in Understanding Offending Behavior: An Overview*. Journal of Gender Studies, 11(3), 349-360.

⁹ Farrington, D.P. (1986). Age and Crime. *Crime and Justice*, 7, 189-250. <http://www.jstor.org/stable/1147518>

¹⁰ Sampson, R.J. and Laub, J.H. (1993). *Crime in the Making: Pathways and Turning Points Through Life*.

In Table 5, the racial distribution of infractions is displayed. The Department anticipates that the race distribution of infractions should closely follow the race distribution of the average daily population (ADP) but will not match perfectly.

Table 5: Infractions by Race (2024)

Race	General	Serious	Major
American Indian	99	16	
Asian	244	38	1
Black	1,681	407	2
Hispanic	382	50	
Other/Unknown	170	34	
White	1,624	254	3

Table 6 indicates that the infraction percentage for Black residents is slightly above their ADP, and Hispanic residents are slightly below, while all other racial categories are nearly identical to their ADP distribution.

Table 6: Average Daily Population and Infraction Distribution by Race (2024)

Race	ADP	Infractions	Delta
American Indian	2.2%	2.3%	0.10
Asian	6.3%	5.6%	(0.70)
Black	37.7%	41.3%	3.60
Hispanic	12.1%	8.5%	(3.60)
Other/Unknown	4.0%	4.0%	0.00
White	37.8%	37.2%	(0.60)

B. Response to infractions

Table 7 shows sanctions issued for infractions issued and adjudicated in 2024. The majority (80%) of infractions result in an onsite sanction. Onsite sanction is a term that the Department uses to indicate sanctions issued nearly immediately and can be carried out within the resident's housing unit.

Table 8 provides further details regarding onsite sanctions. The majority of onsite sanctions, and in fact, the majority of all sanctions issued in 2024, are two-hour placements into a resident's cell (commonly referred to as rack backs), and loss of dayroom access. In-cell placements apply to residents that are in general population housing, who would normally have access to the dayrooms. When given a 2-hour in-cell sanction, those residents would remain in their cells, while other people assigned to the housing unit would remain in the dayroom. Loss of dayroom access applies to residents housed in areas where they received dayroom access by themselves. When given a loss of dayroom sanction, they would lose their access for the remainder of the day.

Table 7: Sanction by Violation Severity (2024)

Sanction Type	General	Serious	Major
Onsite Sanction	4,055	771	6
Written Warning	145	28	

Table 8: Specific Onsite Sanction (2024)

Specific Onsite Sanction	General	Serious	Major
2 Hour Rack-Back	2,346	274	1
Cool Down Period	20	18	
Loss of Dayroom Access	1,391	381	5
Other (see Behavior Modification/Corrective Action)	298	98	

More serious infractions, because they are subject to more restrictive sanctions, are handled in a more considered manner. Rule violations are written and forwarded to DAJD's classification unit where a hearing is held, and the resident can present evidence and witnesses. Classification staff consider the written record, and testimony from officers and residents before determining sanctions. The vast majority of disciplinary hearings are held at the KCCF, consistent with the more serious nature of the infractions. Table 9 indicates that 79% of the hearings resulting from rule violations in 2024 were held at KCCF.

Table 9: Disciplinary Hearings by Facility (2024)

Facility	Number of Hearings
King County Correctional Facility	2,943
Maleng Regional Justice Center	798

Classification staff review the record of the rule violations and consider all evidence before holding a hearing and considering sanctions. Occasionally, hearings do not occur. The most common reason that hearings are cancelled is due to the resident being released from custody, but classification staff may also determine that the resident is not competent to participate in a hearing or be sanctioned for the behavior. Details on the completion or cancellation of disciplinary hearings are detailed in Table 10.

Table 10: Hearing Status (2024)

Status	Number of Hearings
Canceled	632
Competency	172
Complete	2,720
Decision Overruled	5
Decision Upheld	212

In a disciplinary hearing, if allegations are founded, residents can be sanctioned to one or more restrictions, ranging from written and verbal warnings, loss of commissary, through disciplinary segregation. Hearings can result in the issuance of a sanction, however, due to the fluid nature of a jail,

those sanctions can often not be imposed, primarily due to release. The tables below are inclusive only of sanctions that were imposed.

As demonstrated in Table 11, the majority of serious and major violations are sanctioned with some number of days in disciplinary segregation.

Table 11: Count of Sanctions by Seriousness Level (2024)

Sanction	Unknown	Serious	Major
Behavior Modification		7	
Disciplinary Segregation	3	1,878	246
Loss of Commissary		9	1
Loss of Earned Good Time Credit		75	85
Loss of Program Privileges	1	59	4
Loss of Visitation		6	
Other		44	5
Program Removal		3	
Restitution		34	3
Verbal Warning		124	9
Written Warning		83	13

C. Discussion of disparities

As noted previously, the DAJD Resident Information Handbook constrains the number of days of disciplinary segregation that a resident can be sanctioned to for a serious infraction versus a major infraction. In addition, DAJD practices progressive discipline, meaning that the sanction for a first serious infraction may result in 3 days of disciplinary segregation, where a second infraction may result in 5 days and so on. Likewise for major infractions. In addition, residents can be sanctioned to a number of days in disciplinary segregation and then some number of those days can be suspended, and therefore not initially applied, but held as a disincentive to further negative behavior. What follows in Tables 12 and 13 are the average days of disciplinary segregation actually imposed for rule violations by race in 2024.

Table 12: Average Days of Disciplinary Segregation for Serious Violations, by Race (2024)

Race	Average Days
American Indian	4.4
Asian	4.5
Black	5.0
Hispanic	4.7
Other/Unknown	5.0
White	4.8

Table 12 indicates that the differences in disciplinary segregation days resulting from serious infractions are minimal, with the largest disparity between Black and American Indian residents of just over one-half of a day.

Table 13: Average Days of Disciplinary Segregation for Major Violations, by Race (2024)

Race	Average Days
American Indian	9.4
Asian	8.3
Black	8.7
Hispanic	9.3
Other/Unknown	9.3
White	8.7

The largest difference in disciplinary segregation days for major violations are between American Indian and Asian residents, with a difference of just over one day, as evidenced in Table 13.

While there is no meaningful difference in the number of days of disciplinary segregation, which is the most significant sanction DAJD applies to violations, the department also examined the counts of serious and major infractions by race. The results of those analyses follow in Tables 14 and 15.

Table 14: Serious Infractions Resolved by Hearing (2024)

Race	ADP	Infractions	Delta
American Indian	2.2%	1.7%	(0.50)
Asian	6.3%	4.8%	(1.50)
Black	37.7%	49.8%	12.10
Hispanic	12.1%	6.7%	(5.40)
Other/Unknown	4.0%	3.5%	(0.50)
White	37.8%	33.5%	(4.30)

Table 14 shows the percentage of serious infractions that were resolved through a disciplinary hearing by race. These percentages are compared to the overall racial makeup of the adult population in 2024. Table 14 indicates that Black residents have a higher number of serious infractions that are handled through a disciplinary hearing than other racial groups, all of which have numbers below their population.

Table 15: Major Infractions Resolved by Hearing (2024)

Race	ADP	Infractions	Delta
White	40.0%	29.0%	(11.0)
Non-White	60.0%	71.0%	11.0

Table 15 shows the percentage of major infractions that were resolved through a disciplinary hearing. Due to very small numbers of major infractions, they are grouped by white/non-white categories. Table 15 also indicates that non-white residents have a higher number of major infractions handled through a disciplinary hearing than their population.

Consistent with analysis that was conducted as part of the Jail Safety Audit in 2021, and a follow-up in 2022, DAJD finds no significant racial disparity in the number of days of disciplinary segregation issued. There is some disproportionality in the number of infractions for Black residents. Root cause determinations of the numerous factors that could contribute to the disparity evidenced in this report are outside of the scope of this proviso. It should also be noted that DAJD's sanction grid does appear to be controlling the outcomes, meaning that while Black inmates are sanctioned more often, they are not experiencing higher numbers of disciplinary segregation days.

DAJD actively monitors performance and operational metrics, and reports them to the Executive, on a monthly and quarterly basis, however much of this work requires manual compilation, and is therefore limited by resources. The Department is nearing completion of a data warehouse project which will improve its ability to store and manage data. Concurrently, DAJD is continuing to modify procedures and the use of JMS to expand data collection and is building data dashboards to more effectively report and analyze data in near real time. The Department strives to apply an equity lens to all of our work, including the performance and operational data that it monitors.

D. Discussion of future analysis

DAJD implemented a new Jail Management System (JMS) in 2021, which laid the foundation to continuously improve the Department's access to data. The Department is now in the middle of a multi-year project with support from King County IT to implement a data warehouse which will enhance DAJD's ability to analyze and report data. As part of that effort, the Department will be developing data visualization dashboards to more effectively and efficiently provide access to the Departments most commonly requested metrics, including population demographics, staffing and overtime data, safety metrics such as use of force, access to programming, restrictive housing, and infractions. Upon development and execution of those dashboards, DAJD will be able to monitor infraction data in near real time. The data warehouse project is currently expected to be completed in Q1 2026.

A deeper dive into the root causes of the disproportionality and disparity that are evidenced in the data provided in this report is a worthwhile endeavor and will require resources beyond DAJD's current capacity. DAJD is interested in partnering with the other participants in the County's criminal justice system to identify, plan and implement policy and practice changes that may positively impact disparity throughout the system, and specifically in the adult jails. In the coming year, DAJD will leverage the capabilities of the JMS and the new data warehouse to continue to monitor critical aspects of the department's operations, including areas where disparities may exist.



King County

Metropolitan King County Council Law and Justice Committee

REVISED STAFF REPORT

Agenda Item:	6	Name:	Leah Krekel-Zoppi
Proposed No.:	2025-0201	Date:	December 3, 2025

COMMITTEE ACTION

Proposed Substitute Motion 2025-0201.2 acknowledging receipt of a report on the results of an analysis of racial disparities in response to infractions in adult detention, passed out of committee on December 3, 2025, with a “Do Pass” recommendation. The Proposed Motion was amended in committee with Amendment 1 to replace the report with an updated version dated November 2025.

SUBJECT

A proposed motion acknowledging receipt of a report on the results of an analysis of racial disparities in response to infractions in adult detention, as required by proviso P1, Section 54 in the 2025 Annual Budget ordinance.

SUMMARY

Proposed Motion 2025-0201 responds to a proviso included in the 2025 Annual Budget requiring an analysis of racial disparities in response to infractions in adult detention. The proviso was added to the budget as follow up to a recommendation in a Jail Safety Audit undertaken by the King County Auditor’s Office in 2021.

The report transmitted with the proposed motion includes information on the way that infractions are classified and adjudicated in adult detention, and the types of sanctions imposed. An updated version of the report states that 7,942 infractions were issued in adult detention in 2024. The report analyzed both infractions issued and the most common sanction, days in disciplinary segregation, for racial disparities. The report showed racial disproportionality in the number of serious infractions for Black residents, but states that DAJD’s process for issuing sanctions resulted in Black residents experiencing a proportionate share of days of disciplinary segregation.

The report states that the Department of Adult and Juvenile Detention (DAJD) applies an equity lens to the department’s work, and that the department is implementing a data

warehouse project that will enhance DAJD's ability to monitor, analyze, and report on key data about detention operations.

BACKGROUND

King County Adult and Juvenile Detention. King County's Department of Adult and Juvenile Detention (DAJD) operates three detention facilities as well as community supervision programs. King County's secure detention facilities are located at the King County Correctional Facility (KCCF) in downtown Seattle, the Maleng Regional Justice Center (MRJC) in Kent, and the Judge Patricia H. Clark Child and Family Justice Center (CCFJC) in Seattle's First Hill neighborhood, which houses juveniles.

The county's secure detention facilities house pre-trial individuals who have been arrested or had charges filed and are awaiting adjudication of their cases in King County Superior Court or District Court, or who are awaiting state psychiatric competency restoration services. King County also houses post-trial individuals who have been sentenced to secure detention for less than a year. Individuals in the county's custody who receive sentences that exceed one year are transferred to the state correctional system.

In 2024, annual bookings into adult detention were over 15,000, and the average daily population (ADP) was 1,407.¹

DAJD also operates alternatives to detention for those eligible as determined by the courts. Alternatives to detention include community corrections programs and electronic home detention. Community corrections programs allow individuals to stay in community and access services while awaiting adjudication of their cases. The ADP for electronic home detention was 354 in 2024.

Behavior Management in Adult Detention. According to DAJD, every resident of King County's adult detention facilities receives a Resident Information Handbook that includes rules of behavior. Rules are also posted in all housing units.

DAJD classifies violations of rules of behavior into three levels of seriousness: general, serious, and major. General infractions, being the least consequential rule violations, are subject to disciplinary actions including loss of commissary, loss of visitation, or loss of good time credits.² Serious infractions include violations such as fighting and flooding housing units and are subject to sanctions of between three to seven days of disciplinary segregation and loss of good time credits. Major infractions are the most consequential rule violations and include assaulting a staff member or resident, arson, and possession of weapons. The sanction for major violations is up to ten days in disciplinary segregation.

General infractions are resolved by Corrections Officers through written warnings and onsite sanctions, which are sanctions imposed at the time of the infraction and within the resident's housing unit, rather than following a disciplinary hearing. Serious and

¹ [2024-12-kc-dar-scorecard.pdf](#)

² According to DAJD, good time credits are given to residents who maintain good behavior in detention and result in a reduction in time served in jail.

major infractions are adjudicated through a hearing that involves the resident, officer or other staff members, and potential witnesses. Residents have an opportunity to appeal disciplinary sanctions issued from disciplinary hearings, and classification supervisors review the hearing results. Infractions and disciplinary results are documented in DAJD's Jail Management System (JMS).

2021 Jail Safety Audit. In 2021, the King County Auditor's Office released an audit entitled, "Adult Jails Needs Risk-Based Approach to Improve Safety, Equity."³ The audit included findings related to improving risk management, reducing rates of fights and assaults, caring for people with serious mental illness housed outside of psychiatric housing due to capacity constraints, and reducing racial disparities in housing and discipline. The audit included 25 recommendations, including:

- Using a risk-based approach to improving jail safety,
- Avoiding housing people in two-people cells,
- Increasing the number of suicide-resistant cells,
- Enhancing communication and training to better care for people with mental illness, and
- Reducing racial inequities in housing and discipline.

The Auditor's Office issued a follow-up report on August 1, 2022, showing that of the 25 recommendations, four have been fully implemented, 16 have been partially implemented, four remain unresolved, and one is no longer applicable.

In September 2024, the King County Auditor's Office issued a High-Risk List to King County Councilmembers,⁴ identifying outstanding audit concerns on items that the County Auditor believes pose substantial risk. For DAJD, this included items from the 2021 Jail Safety Audit:

- Evaluating the risk-scoring system for bias and adjusting it as needed to reduce racial disparities,
- Reviewing infractions and sanctions data by race to detect racial disparities at least annually and taking steps to reduce any disparities, and
- Developing a plan to manage the population in county jails with the goal of no double-bunking of cells.

In response, Executive staff noted that DAJD reviewed the agency's classification system for racial bias in 2023 and also last performed a racial disparity analysis on responses to infractions in 2023.

Additionally, DAJD and the Executive do not agree with the Auditor's recommendation for single bunking. Executive staff state that single bunking is not an efficient use of limited jail staffing and facility space and is less safe for many low classification residents because of the increased isolation from peers. Executive staff instead states that a better approach to safety is to use single and double bunking strategically based on residents' classification levels.

³ [Adult Jails Need Risk-Based Approach to Improve Safety, Equity - King County](#)

⁴ [High-risk-2024.pdf \(kingcounty.gov\)](#)

Analysis of Racial Disparities in Response to Infractions Proviso. The King County Council included Proviso P1, Section 54 in the county's 2025 Budget⁵ requiring a report on the results of an analysis of racial disparities in response to infractions in adult detention. The proviso states:

Of this appropriation, \$50,000 shall not be expended or encumbered until the executive transmits a report on the results of an analysis of racial disparities in response to infractions in adult detention and a motion that should acknowledge receipt of the report, and a motion acknowledging receipt of that report is passed by the council. The motion should reference the subject matter, the proviso's ordinance, ordinance section, and proviso number in both the title and body of the motion.

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C. Discussion of any racial disparities found in the analysis of infractions and responses to infractions by race, and identification of actions or planned actions that will be taken in an effort to reduce any racial disparities found in the analysis; and

D. A discussion of whether and how frequently the department of adult and juvenile detention intends to conduct future analyses of racial disparities in response to infractions in adult detention.

The executive should electronically file the report and a motion required by this proviso by June 30, 2025, with the clerk of the council, who shall retain an electronic copy and provide an electronic copy to all councilmembers, the council chief of staff, and the lead staff for the law and justice committee or its successor.

ANALYSIS

Adoption of Proposed Motion 2025-0201 would acknowledge receipt of the Department of Adult and Juvenile Detention Report of the Analysis of Racial Disparities to Infractions, June 2025. It would also satisfy the requirements of Proviso P1, Section 54, Ordinance 19861 and release \$50,000 in the DAJD budget to be spent or encumbered. Following is a summary of the report as it responds to the proviso requirements.

In response to questions raised by the Law and Justice Committee about the June 2025 report, DAJD provided an updated report, dated November 2025. This staff report

⁵ Ordinance 19861

covers the updated November 2025 report. A staff report dated September 3, 2025, covered the June 2025 report.

Data on Infractions and Responses to Infractions. The updated report states that DAJD issued, investigated, conducted hearings for, and sanctioned or dismissed 7,942 infractions in adult detention in 2024. As provided in the report, Table 1 includes the total number and classification of infractions, broken down by level of serious and whether the infraction was handled onsite immediately following the infraction or through a disciplinary hearing.

Table 1. Infractions in KC Adult Detention in 2024

Adjudication	General Infraction	Serious Infraction	Major Infraction	Unknown
Onsite sanction	4,200	799	6	
Hearing		2,614	314	9

The report also shows a breakdown of the infractions data by gender, age, and race.

Additionally, the report provides a breakdown of the sanctions imposed for various infractions. Sanctions are categorized as written warnings, onsite sanctions, and sanctions imposed after disciplinary hearings. Infractions, particularly serious and major infractions, can result in multiple infractions, such as an onsite sanction followed later by a number of days in disciplinary segregation. Table 2, based on data from the report, shows specific sanctions by category and infraction type.

Table 2. 2024 Sanctions Imposed

Sanction Type	General Infraction	Serious Infraction	Major Infraction
Written Warning	145	28	
Onsite Sanctions			
2-Hour Rack-Back ⁶	2,346	274	1
Cool Down Period	20	18	
Loss of Dayroom Access ⁷	1,391	381	5
Other	298	98	
Sanctions Imposed Following Disciplinary Hearing			
Behavior Modification		7	
Disciplinary Segregation	3	1,878	246
Loss of Commissary		9	1
Loss of Good Time Credit		75	85
Loss of Program Privileges	1	59	4
Loss of Visitation		6	
Other		44	5
Program Removal		3	
Restitution		34	3
Verbal Warning		124	9
Written Warning		83	13

Racial Analysis of Infractions. The report analyzed the relationship between the distribution of onsite infractions by the perpetrator's race and the average daily population broken down by race, shown in Table 3. This table shows a small over representation in overall infractions issued to Black residents, and a small under representation in overall infractions issued to Hispanic residents.

Table 3. 2024 ADP and Onsite Infraction Distribution by Race

Race	ADP	Infractions	Delta
American Indian	2.2%	2.3%	0.1
Asian	6.3%	5.6%	-0.7
Black	37.7%	41.3%	3.6
Hispanic	12.1%	8.5%	-3.6
Other/Unknown	4.0%	4.0%	0.0
White	37.8%	37.2%	-0.6

The Jail Safety Audit raised concerns about racial disparities specifically in the issuance of serious infractions, which could be indicative of racial bias in issuing or classifying

⁶ For residents in general population housing who have dayroom access with the general population.

⁷ For residents in segregated housing who receive dayroom access by themselves.

infractions.⁸ Table 4 shows the racial breakdown of serious infractions resolved by a hearing. Racial analysis indicates that Black residents were issued a greater share of the serious infractions that were resolved by hearing, compared to residents of other races and ethnicities. The report also includes a racial analysis of major infractions resolved by hearings and found that non-white residents were issued a disproportionate share of major infractions by a delta of 11, compared to white residents.

Table 4. 2024 Racial Distribution of Serious Infractions Resolved by Hearing

Race	ADP	Infractions	Delta
American Indian	2.2%	1.7%	-0.5
Asian	6.3%	4.8%	-1.5
Black	37.7%	49.8%	12.1
Hispanic	12.1%	6.7%	-5.4
Other/Unknown	4.0%	3.5%	-0.5
White	37.8%	33.5%	-4.3

Racial Analysis of Sanctions. The report states that days in disciplinary segregation is by far the most frequently imposed sanction for serious and major infractions. The report provides an analysis of the average number of days of disciplinary segregation imposed for serious and major violations, broken down by the race of the resident involved, shown in Table 5.

Table 5. 2024 Average Days of Disciplinary Segregation by Race

Race	Average Days of Disciplinary Segregation for Serious Violations	Average Days of Disciplinary Segregation for Major Violations
American Indian	4.4	9.4
Asian	4.5	8.3
Black	5.0	8.7
Hispanic	4.7	9.3
Other/Unknown	5.0	9.3
White	4.8	8.7

Discussion of Any Racial Disparities. The report states that the largest racial disparity in the number of days in disciplinary segregation for serious infractions is just over half of a day. The largest racial disparity in the number of days in disciplinary segregation for major infractions is just over one day.

The report states that DAJD found no significant racial disparity in the number of days in disciplinary segregation. DAJD states that this is consistent with findings from racial analyses conducted in 2021 and 2022.

The report acknowledges racial disproportionality in the number of serious infractions issued to Black residents, and states that determination of root causes for the disproportionality are outside the scope of the proviso response. The report states that the grid DAJD uses to determine sanctions appears to be controlling the outcome of the

⁸ Adult Jails Need Risk-Based Approach to Improve Safety, Equity - King County, pg. 34

infractions resulting in Black residents experiencing a proportionate share of days of disciplinary segregation.

The report also states that, “The Department strives to apply an equity lens to all of our work, including the performance and operational data that it monitors.”

Plans for Future Analyses. The report states that DAJD is implementing a project to build a data warehouse that will enhance DAJD’s data analysis and reporting. The project will include data dashboards with commonly requested data, including use of force, restrictive housing, and infractions. The report states that the dashboards will enhance DAJD’s ability to monitor data in real time. The data warehouse project is projected to be completed in the first quarter of 2026.

AMENDMENT

Amendment 1 would replace the DAJD Analysis of Racial Disparities to Infractions, dated June 2025, with the updated report dated November 2025, which is summarized in this staff report.



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion

Proposed No. 2025-0215.1

Sponsors Dembowski

1 A MOTION confirming the executive's appointment of
2 Kathryn Hill, who resides in council district one, to the
3 King County women's advisory board, as the district one
4 representative.

5 BE IT MOVED by the Council of King County:

6 The county executive's appointment of Kathryn Hill, who resides in council
7 district one, to the King County women's advisory board, as the district one

- 8 representative, for a partial term to expire on July 01, 2026, is hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: None



KING COUNTY

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516 Third Avenue
Seattle, WA 98104

Signature Report

Motion

Proposed No. 2025-0230.1

Sponsors Zahilay

- 1 A MOTION confirming the executive's appointment of
2 Eric Buley, who resides in council district two, to the King
3 County children and youth advisory board.
4 BE IT MOVED by the Council of King County:
5 The county executive's appointment of Eric Buley, who resides in council district
6 two, to the King County children and youth advisory board, for the remainder of a three-

7 year term to expire on January 31, 2028, is hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: None



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion

Proposed No. 2025-0231.1

Sponsors Dunn

- 1 A MOTION confirming the executive's appointment of
- 2 Ellie Wang, who resides in council district nine, to the King
- 3 County children and youth advisory board, as a youth
- 4 representative.
- 5 BE IT MOVED by the Council of King County:
- 6 The county executive's appointment of Ellie Wang, who resides in council district
- 7 nine, to the King County children and youth advisory board, as a youth representative, for

- 8 the remainder of a three-year term to expire on January 31, 2028, is hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: None



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion

Proposed No. 2025-0232.1

Sponsors Mosqueda

- 1 A MOTION confirming the executive's appointment of
- 2 Briyanna Stewart, who resides in council district eight, to
- 3 the King County children and youth advisory board.
- 4 BE IT MOVED by the Council of King County:
- 5 The county executive's appointment of Briyanna Stewart, who resides in council
- 6 district eight, to the King County children and youth advisory board, for the remainder of

- 7 a three-year term to expire on January 31, 2028, is hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: None



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion

Proposed No. 2025-0233.1

Sponsors Barón

- 1 A MOTION confirming the executive's appointment of
- 2 Asma Ahmed, who resides in council district four, to the
- 3 King County children and youth advisory board.
- 4 BE IT MOVED by the Council of King County:
- 5 The county executive's appointment of Asma Ahmed, who resides in council
- 6 district four, to the King County children and youth advisory board, for the remainder of

- 7 a three-year term to expire on January 31, 2028, is hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: None



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion

Proposed No. 2025-0234.1

Sponsors Balducci

- 1 A MOTION confirming the executive's appointment of
- 2 Negin Khanloo, who resides in council district six, to the
- 3 King County women's advisory board, as the district six
- 4 representative.
- 5 BE IT MOVED by the Council of King County:
- 6 The county executive's appointment of Negin Khanloo, who resides in council
- 7 district six, to the King County women's advisory board, as the district six representative,

- 8 for a three-year term to expire on July 01, 2028, is hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: None



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion

Proposed No. 2025-0239.1

Sponsors Quinn

- 1 A MOTION confirming the executive's appointment of
- 2 Yessica Osorio Duran, who resides in council district five,
- 3 to the King County children and youth advisory board, as a
- 4 youth representative.
- 5 BE IT MOVED by the Council of King County:
- 6 The county executive's appointment of Yessica Osorio Duran, who resides in
- 7 council district five, to the King County children and youth advisory board, as a youth

- 8 representative, for the remainder of a three-year term to expire on January 31, 2028, is
- 9 hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: None



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion

Proposed No. 2025-0240.1

Sponsors Perry

- 1 A MOTION confirming the executive's appointment of
- 2 Megan Walsh, who resides in council district three, to the
- 3 King County children and youth advisory board.
- 4 BE IT MOVED by the Council of King County:
- 5 The county executive's appointment of Megan Walsh, who resides in council
- 6 district three, to the King County children and youth advisory board, for the remainder of

- 7 a three-year term to expire on January 31, 2028, is hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: None



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion

Proposed No. 2025-0242.1

Sponsors Balducci

- 1 A MOTION confirming the executive's appointment of
- 2 Eric Dodd, who resides in council district six, to the King
- 3 County children and youth advisory board.
- 4 BE IT MOVED by the Council of King County:
- 5 The county executive's appointment of Eric Dodd, who resides in council district
- 6 six, to the King County children and youth advisory board, for a partial term to expire

7 on January 31, 2026, is hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: None



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion

Proposed No. 2025-0254.1

Sponsors Mosqueda

1 A MOTION confirming the executive's appointment of Jeni
2 Johnson, who resides in council district eight, to the King
3 County mental illness and drug dependency advisory
4 committee, as a representative of unincorporated King
5 County.

6 BE IT MOVED by the Council of King County:

7 The county executive's appointment of Jeni Johnson, who resides in council
8 district eight, to the King County mental illness and drug dependency advisory

9 committee, as a representative of unincorporated King County, for a partial term to expire
10 on June 30, 2027, is hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: None



King County

Metropolitan King County Council Health, Housing, and Human Services Committee

STAFF REPORT

Agenda Item:	14	Name:	Sam Porter
Proposed No.:	2025-0254	Date:	December 2, 2025

SUBJECT

Proposed Motion 2025-0254 would confirm the appointment of Jeni Johnson, who lives in Council District 8, to the King County Mental Illness and Drug Dependency (MIDD) Advisory Committee as the District 8 representative, for a partial term to expire on June 30, 2027.

BACKGROUND

The 37-member King County MIDD Advisory Committee (K.C.C. 2.130.010) is composed of separately elected officials, King County agency directors, representatives of behavioral health service providers, managed care organizations operating in King County, and individuals with lived experience. The committee acts as an advisory body to the Council and the Executive.

In accordance with King County Code, the advisory committee is tasked with:

- Reviewing and providing written recommendations to the Executive and Council on the implementation and effectiveness of the county's MIDD sales tax-funded programs in meeting the goals;
- Reviewing and reporting to the Executive and the Council on annual evaluation reports for MIDD;
- Reviewing and commenting on emerging and evolving priorities for the use of MIDD sales tax revenue;
- Serving as a forum to promote coordination and collaboration between entities involved with MIDD sales tax programs;
- Educating the public, policymakers and stakeholders on MIDD sales tax-funded programs; and
- Coordinating and sharing information with other related efforts and groups.

APPOINTEE INFORMATION

Jeni Johnson currently serves as the Executive Director of Vashon Youth and Family Services, and according to her application, has "hands-on knowledge of the unique challenges and opportunities facing mental health and social service providers in unincorporated rural King County."

ANALYSIS

Staff have not identified any issues with the proposed appointment, which appears to be consistent with the requirements of K.C.C. 2.130.010.

According to the board profile dated May 2024, there are nine vacancies on the Board in the following seats:

1. Representative from King County Regional Homelessness Authority
2. Representative from the Puget Sound Educational Services District
3. Representative from labor representing a Bonafide labor organization
4. Representative from City of Seattle
5. Representative from the National Alliance on Mental Illness
6. Representative from the Sound Cities Association
7. Representative from a philanthropic organization
8. Two individuals representing behavioral health consumer interests from the mental illness and drug dependency communities ad hoc work group.

ATTACHMENTS

1. Proposed Motion 2025-0254
2. Transmittal Letter
3. Board Profile, dated August 2025



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion

Proposed No. 2025-0334.1

Sponsors Mosqueda

- 1 A MOTION confirming the executive's appointment of
2 Heidi Jackson, who resides in council district eight, to the
3 King County community advisory committee on law
4 enforcement oversight, representing unincorporated King
5 County.
- 6 BE IT MOVED by the Council of King County:
- 7 The county executive's appointment of Heidi Jackson, who resides in council
8 district eight, to the King County community advisory committee on law enforcement

9 oversight, representing unincorporated King County, for the remainder of a three-year
10 term to expire on March 31, 2028, is hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: None



King County

Metropolitan King County Council Law and Justice Committee

STAFF REPORT

Agenda Item:	5	Name:	Nick Bowman
Proposed No.:	2025-0334	Date:	December 3, 2025

SUBJECT

A Motion confirming the Executive's appointment of Heidi Jackson to the King County community advisory committee on law enforcement oversight.

SUMMARY

Proposed Motion 2025-0334 would confirm Heidi Jackson, who resides in council district eight, to the King County Community Advisory Committee on Law Enforcement Oversight, as a representative from Unincorporated King County. The appointment is for a partial term expiring on March 31, 2028.

BACKGROUND

In May of 2009, the council created an eleven-member Citizen's Committee on Independent Oversight (committee) to work with Office of Law Enforcement Oversight (OLEO)¹. The legislation directed the Citizen's Committee on Independent Oversight to advise the OLEO Director on matters important to the county's diverse communities and to provide community input as needed. The council intended the committee to serve as a resource that represented the county's diverse population to advise the Director on policy and public perceptions of the sheriff's office.

The council envisioned that, with the establishment of the committee, there would be an increase in the kind of communication that fosters accountability and public understanding of the misconduct and discipline policies, procedures and practices of the sheriff's office, and other issues related to the OLEO Director's oversight responsibilities. However, Ordinance 16511 made it clear that the committee shall not review or advise the OLEO Director on individual complaints, investigations, or disciplinary actions.

Additionally, the legislation provided no direct guidance for the establishment of committee operations including, how often meetings should be convened, what level of support the committee would need from the OLEO Director, or how the committee could best support the OLEO Director in carrying out oversight requirements.

¹ Ordinance 16511

In September of 2018, the council modified the committee's role and responsibilities through the adoption of Ordinance 18786. Ordinance 18786 made the following changes:

- Changed the name of the Citizens' Committee on Independent Oversight, to the Community Advisory Committee for Law Enforcement Oversight.
- Altered the composition of the committee to allow flexibility in the total number of committee members, as well as, remove the set number of committee members from specific geographic areas of the county.
- Established new duties for committee members, more closely aligned with the expanded authorities granted to OLEO under Section 265 of the King County Charter and Ordinance 18500. These duties include:
 1. Serve as liaison between OLEO and the communities it serves;
 2. Advise OLEO on law enforcement training policies and procedures;
 3. Advise KCSO and the Council on matters of equity and social justice related to law enforcement, as well as, on problems and opportunities for improvement in KCSO practices.
- Established committee operations and work processes.
- Authorized the committee to adopt its own rules and bylaws without first securing Council approval.

APPOINTEE INFORMATION

Proposed Motion 2025-0334 would confirm the Executive's appointment of Heidi Jackson to the Community Advisory Committee for Law Enforcement Oversight as a representative from Unincorporated King County for a partial term to expire on March 31, 2028. According to her application materials, Ms. Jackson is the executive director of an agency that supports survivors of domestic violence, victims of sexual assault, and crime victims who has have first-hand knowledge of the community's interactions with the KCSO.

ANALYSIS

Staff has not identified any issues with the proposed appointment. It appears to be consistent with county code requirements.

INVITED

- Heidi Jackson, CACLEO Appointee
- Jamie Tugenberg, Staff Liaison, CACLEO

ATTACHMENTS

1. Proposed Motion 2025-0334
2. Transmittal Letter



Signature Report

Motion

Proposed No. 2025-0354.2

Sponsors Perry

1 A MOTION confirming the appointment of Corin Goodwin
2 to the citizens' elections oversight committee as a
3 representative from the disability community.

4 WHEREAS, the King County council's employment and administration
5 committee has identified Corin Goodwin to represent the disability community on the
6 citizens' elections oversight committee, and

7 WHEREAS, King County is committed to conducting open, accurate and fair
8 elections, and

9 WHEREAS, the citizens' elections oversight committee helps to ensure that
10 accountability and performance of the department of elections is provided in a transparent
11 manner that is meaningful to King County residents, and

12 WHEREAS, in accordance with K.C.C. 2.53.021, the employment and
13 administration committee appoints members to the citizens' elections oversight
14 committee, and

15 WHEREAS, in accordance with K.C.C. 2.53.021, appointments to the citizens'
16 elections oversight committee are subject to confirmation by the full council by motion,
17 and

18 WHEREAS, on December 2, 2025, in accordance with K.C.C. 2.53.021, the
19 employment and administration committee will appoint Corin Goodwin to the citizens'
20 elections oversight committee to fill the vacant position for a representative of the

21 disability community for the remainder of that position's three-year term, to expire on
22 July 31, 2028;

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

24 The appointment of Corin Goodwin to the citizens' elections oversight committee

- 25 as a representative from the disability community, for the remainder of that position's
- 26 three-year term, to expire on July 31, 2028, is confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: None



King County

Metropolitan King County Council Employment and Administration Committee

REVISED STAFF REPORT

Agenda Items:		Name:	Erica Newman
Proposed No.:	2025-0354	Date:	December 2, 2025

Proposed Substitute Motion 2025-0354.2, which would fill a position on the Citizens' Elections Oversight Committee for a representative of the disability community, passed out of committee on December 2, 2025 with a "Do Pass" recommendation. The motion was amended in committee with an oral amendment that inserted the name Corin Goodwin on lines 4, 18, and 23 of the proposed motion, and to insert King County Council's Employment and Administration Committee as the governing body on line 4 of the proposed motion. The motion was also amended by a title amendment to insert the name Corin Goodwin on line 1 of the proposed motion.

SUBJECT

The proposed motion would confirm the following appointment to the Citizens' Elections Oversight Committee (CEOC):

- Appointment of a candidate as a representative from the disability community, for the remainder of a three-year term ending July 31, 2028.

BACKGROUND

In May 2006, Council adopted Ordinance 15453, which established the CEOC and added a new chapter King County Code (K.C.C.).¹ The ordinance allows the Chair and Vice Chair of the Council to solicit nominations to the Committee.

Ordinance 17273. In March 2012, the Council adopted ordinance 17273, to comply with the additional language requirement that was placed on King County by Section 203 of the federal Voting Rights Act, which required political subdivisions to provide alternate language ballots and voter education materials if there were more than ten thousand or over five percent of the total voting age citizens who were members of a single minority language group with limited English language proficiency. Following the results of the 2010 Census, the County amended the CEOC membership

¹ The ordinance allowed for twelve committee members and the CEOC duties and membership representation are outlined in K.C.C. 2.53

representation to include a representative of the Vietnamese-speaking community and a representative from each of any other language minority community for which the Director of the Bureau of the Census determines by publication in the Federal Register that King County is required to provide minority language assistance under Section 203 of the Voting Rights Act. The ordinance also outlined the process for filling vacancies on the CEOC.

Ordinance 18795. In September 2018, the Council adopted ordinance 18795, which updated the CEOC's membership composition from twelve to sixteen members. In addition to increasing the number of and changing the composition of CEOC members, the ordinance changed the mission of the committee to "help King County maintain public confidence in elections". The ordinance also outlines the CEOC's tasks and support provided by staff within the Department of Elections.

Ordinance 19823. In June 2024, Council adopted ordinance 19823, which added new CEOC guidelines under the King County Code.² The new guidelines are as follows:

- At least twenty-eight days before any election, the department of elections shall request from the citizens' elections oversight committee a list of committee members designated as observers.
- At least a reasonable time before any election, the department of elections shall notify the citizens' elections oversight committee of when ballot processing will begin and shall request observers from the committee for the processing of ballots at the counting center. The absence of observers from the committee will not prevent the processing of ballots.
- The department of elections shall notify the citizens' elections oversight committee of opportunities to observe official logic and accuracy tests for each vote tallying system to be used at elections.
- The department of elections shall notify the citizens' elections oversight committee of opportunities to observe recounts.

The ordinance amended language regarding the CEOC's membership. The ordinance outlines the composition of the CEOC as listed below.

1. *One representative sponsored by a nonpartisan organization active in King County that evaluates candidates and ballot measures, such as the Municipal League;*
2. *One representative sponsored by a nonpartisan organization active in King County that provides elections information to the public, such as the League of Women Voters;*

² K.C.C. 2.16

3. *One representative from the disability community;*
4. *One representative sponsored by either a junior taxing district or a city with a population of under twenty thousand;*
5. *One representative of the Chinese-speaking community;*
6. *One representative of the Vietnamese-speaking community;*
7. *One representative of the Spanish-speaking community;*
8. *One representative from the Korean-speaking community;*
9. *One representative from each of any other language minority community for which the Director of the Bureau of the Census determines by publication in the Federal Register that King County is required to provide minority language assistance under Section 203 of the Voting Rights Act;*
10. *Two King County registered voters who are not representatives of any of the groups listed in subsection A.1. through 9. and 11. through 16. of this section;*
11. *One representative from the King County Democratic Party;*
12. *One representative from the King County Republican Party;*
13. *One ex officio, nonvoting representative from the Office of the Secretary of State;*
14. *One representative sponsored by an academic institution and has knowledge of elections;*
15. *One representative who has experience in technology; and*
16. *One representative sponsored by a nonpartisan organization in King County that promotes equality and the advancement of Black or African Americans, such as the Urban League of Metropolitan Seattle.*

Also, the ordinance updated the process for filling vacancies on the CEOC that included the following changes:

- Except the positions for the King County Democratic Party and the King County Republican Party, vacant positions shall be advertised at a minimum in the county's newspaper of record.
- Except for the ex officio position, members are required to reside in King County. However, members, who during their tenures on the committee temporarily live outside the United States but maintain King County as their residences, may

continue to serve on the committee during their temporary absences from the county.

- The representative from the King County Democratic Party and the King County Republican Party are not eligible to serve as the chair of the committee.

ANALYSIS

Proposed motions 2025-0354 would confirm the appointment to the CEOC. As outlined under K.C.C. 2.53, appointments to the CEOC are subject to review by the Employment and Administration Committee, who make a recommendation to the full Council for final confirmation, via motion.

Table 1 below, lists the current membership of the CEOC and the organization or constituency they represent.

Table 1: CEOC Membership as of November 2025

MEMBER	ORGANIZATION/CONSTITUENCY
Mike Flood	representative sponsored by a nonpartisan organization active in King County that evaluates candidates and ballot measures, such as the Municipal League
Kathy Sakahara	representative sponsored by a nonpartisan organization active in King County that provides elections information to the public, such as the League of Women Voters
<i>Vacant</i>	Disability community
LeAnn Blanco	representative sponsored by either a junior taxing district or a city with a population under 20,000
Stanley Tsao	Chinese-speaking community
<i>Vacant</i>	Vietnamese-speaking community
John Rodriguez	Spanish-speaking community
Julie Kang	Korean-speaking community
<i>Vacant</i>	representative from each of any other language minority community for which the Director of the Bureau of the Census determines by publication in the Federal Register that King County is required to provide minority language assistance under Section 203 of the Voting Rights Act
Hillary De La Cruz	registered King County voters
Christopher Hays	
Hanna Floss	King County Democratic Party
Mathew Thomas Vice Chair, Election	King County Republican Party

MEMBER	ORGANIZATION/CONSTITUENCY
Monitoring	
Stuart Holmes	ex officio, nonvoting representative from the Office of the Secretary of State
Jason Lambacher	representative sponsored by an academic institution and has knowledge of elections
Tyson Hartman	representative who has experience in technology
Latasha Mae	representative sponsored by a nonpartisan organization in King County that promotes equality and the advancement of Black or African Americans, such as the Urban League of Metropolitan Seattle.

Appointment

Proposed Motion 2025-0354 would appoint a candidate to the CEOC as a representative from the disability community for the remainder of a three-year term ending July 31, 2028. The position has been vacant since September 2025. The Council provided notice of the vacancy and accepted applications to the position from September 30, 2025 through October 28, 2025, and one application was received. The Employment and Administration Committee intends to interview the candidate, Corin Goodwin, at the December 2, 2025 meeting.

AMENDMENT

Proposed Motion 2025-0354. An oral amendment would be required to insert the name of the appointee on line 4, line 18, and line 23 of the proposed motion, and to insert “King County Council’s Employment and Administration Committee” as the governing body that identified the candidate on line 4 of the proposed motion.

An oral title amendment would be required to insert the name of the appointee on line 1 of the proposed motion.



Signature Report

Motion

Proposed No. 2025-0371.1

Sponsors Perry

1 A MOTION appointing a candidate to fill the vacant
2 position of County councilmember representing council
3 district two, in accordance with Section 680.10 of the King
4 County Charter and RCW 36.16.110(3).

5 WHEREAS, on November 25, 2025, councilmember Girmay Zahilay resigned as
6 the King County councilmember representing council district two to take office as King
7 County Executive, and

8 WHEREAS, in accordance with Section 680.10 of the King County Charter and
9 RCW 36.16.110(3), the council is authorized to fill the vacancy by appointing a new
10 councilmember to represent council district two until a successor is elected and qualified
11 at the next general election, which will be held on November 3, 2026, and

12 WHEREAS, pursuant to RCW 36.16.110(3), the executive has nominated three
13 candidates to the council for its consideration, and

14 WHEREAS, the council is required by RCW 36.16.110(3) to fill the vacancy
15 from among the candidates nominated by the executive, and

16 WHEREAS, the council has carefully considered the candidates nominated by the
17 executive and has decided upon the candidate who will best serve council district two
18 until the next general election;

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

20 The metropolitan King County council hereby appoints _____to
21 serve as the King County councilmember representing council district two until the
22 successor to the office has been elected and qualified at the general election on November
23 3, 2026.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: None



Signature Report

Motion

Proposed No. 2025-0372.1

Sponsors Perry

1 A MOTION relating to the organization of the council; and
2 amending Motion 11122, Section G, as amended, and OR
3 2-040, and Motion 11122, Section H, as amended, and OR
4 2-050.

5 WHEREAS, in accordance with King County charter section 240, the council
6 organizes and administers the legislative branch by motion, and

7 WHEREAS, the charter provides that the council shall elect one of its members as
8 chair, and Motion 10651, Section II, as amended, and OR 1-010 provides that the council
9 shall elect a chair who shall serve at the pleasure of the council for a term of one year,
10 unless otherwise ordered by the council, and

11 WHEREAS, historically the council has specified in its organizational motion the
12 chairs, vice-chairs of the council and its committees, and members of council committees
13 and in accordance with K.C.C. 1.24.320 makes changes to these positions by passage of a
14 motion;

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

16 I. Motion 11122, Section G, as amended, and OR 2-040 are hereby amended to
17 read as follows:

18 **OR 2-040. Chairs and vice-chairs.** The council designates the following
19 councilmembers as chairs and vice-chairs of the standing committees created in this
20 motion and the regional committees established in the King County Charter.

21 Budget and fiscal management committee:

22 Chair: Rod Dembowski.

23 Vice-chair: Jorge L. Barón.

24 Committee of the whole:

25 Chair: Jorge L. Barón.

26 Vice-chair: Claudia Balducci.

27 Employment and administration committee:

28 Chair: Sarah Perry.

29 Vice-chair: Jorge L. Barón.

30 Government accountability and oversight committee:

31 Chair: Pete von Reichbauer.

32 Vice-chair: Steffanie Fain.

33 Health, housing, and human services committee:

34 Chair: Teresa Mosqueda.

35 Vice Chair: councilmember representing district two.

36 Law and justice committee:

37 Chair: ~~((Jorge L. Barón))~~ councilmember representing district two.

38 Vice Chair: ~~((Claudia Balducci))~~ Rod Dembowski.

39 Local services and land use committee:

40 Chair: Reagan Dunn.

41 Vice-chair: councilmember representing district two.

42 Transportation, economy, and environment committee:

43 Chair: Steffanie Fain.

44 Vice-Chair: Pete von Reichbauer.

45 Regional policy committee:

46 Chair: Pete von Reichbauer.

47 Regional transit committee:

48 Chair: Steffanie Fain.

49 Regional water quality committee:

50 Chair: Claudia Balducci.

51 II. Motion 11122, Section H, as amended, and OR 2-050 are hereby amended to
52 read as follows:

53 **OR 2-050. Memberships.** The council designates the following
54 councilmembers, in addition to the chairs and vice-chairs, as members of the standing
55 committees created in this motion and the regional committees established in the King
56 County Charter.

57 Budget and fiscal management committee:

58 Members: Steffanie Fain, Teresa Mosqueda, Sarah Perry, councilmember
59 representing district two.

60 Committee of the whole:

61 Members: All councilmembers.

62 Employment and administration committee:

63 Members: Claudia Balducci, Rod Dembowski, Teresa Mosqueda.

64 Government accountability and oversight committee:

65 Members: Claudia Balducci, Reagan Dunn.

66 Health, housing, and human services committee:

67 Members: Jorge L. Barón, Steffanie Fain.

68 Law and justice committee:

69 Members: ~~((Rod Dembowski,))~~ Claudia Balducci, Jorge L. Barón, Teresa
70 Mosqueda~~((, councilmember representing district two))~~.

71 Local services and land use committee:

72 Members: Teresa Mosqueda, Sarah Perry.

73 Transportation, economy, and environment committee:

74 Members: Claudia Balducci, Reagan Dunn.

75 Regional policy committee:

76 Members: Jorge L. Barón, Sarah Perry.

77 Alternate:

78 Regional transit committee:

79 Members: Sarah Perry, Pete von Reichbauer.

80 Alternate:

81 Regional water quality committee:

82 Members: Reagan Dunn, councilmember representing district two.

83 Alternate:

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: None



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion

Proposed No. 2025-0374.1

Sponsors Perry

- 1 A MOTION confirming the executive's appointment of the
- 2 Honorable Mayor-Elect Katie Wilson, to the Sound Transit
- 3 board of directors.
- 4 BE IT MOVED by the Council of King County:
- 5 The county executive's appointment of the Honorable Mayor-Elect Katie Wilson,
- 6 to the Sound Transit board of directors, for a four-year term beginning January 1, 2026,

7 and expiring December 31, 2030, is hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: None



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion

Proposed No. 2025-0375.1

Sponsors Perry

1 ..Title

2 A MOTION confirming the executive's appointment of the

3 Honorable King County Executive Girmay Zahilay, to the

4 Sound Transit board of directors

5 . BE IT MOVED by the Council of King County:

6 The county executive's appointment of the Honorable King County Executive

7 Girmay Zahilay, to the Sound Transit board of directors, for a four-year term beginning

- 8 January 1, 2026, and expiring December 31, 2030, is hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: None



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion

Proposed No. 2025-0377.1

Sponsors Perry

- 1 A MOTION confirming the executive's appointment of the
- 2 Honorable Steffanie Fain, King County councilmember, to
- 3 the Sound Transit board of directors.
- 4 BE IT MOVED by the Council of King County:
- 5 The county executive's appointment of the Honorable Steffanie Fain, King
- 6 County councilmember, to the Sound Transit board of directors, for a four-year term

- 7 beginning January 1, 2026, and expiring December 31, 2030, is hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: None



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion

Proposed No. 2025-0378.1

Sponsors Perry

- 1 A MOTION confirming the executive's appointment of the
- 2 Honorable Teresa Mosqueda, King County councilmember,
- 3 to the Sound Transit board of directors.
- 4 BE IT MOVED by the Council of King County:
- 5 The county executive's appointment of the Honorable Teresa Mosqueda, King
- 6 County councilmember, to the Sound Transit board of directors, for a four-year term

- 7 beginning January 1, 2026, and expiring December 31, 2030, is hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: None



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion

Proposed No. 2025-0379.1

Sponsors Perry

1 A MOTION confirming the executive's appointment of the
2 Honorable Mayor Thomas McLeod, mayor, city of Tukwila
3 to the Sound Transit board of directors.
4 BE IT MOVED by the Council of King County:
5 The county executive's appointment of the Honorable Mayor Thomas McLeod,
6 mayor, city of Tukwila, to the Sound Transit board of directors, for a four-year term

- 7 beginning January 1, 2026, and expiring December 31, 2030, is hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: None



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion

Proposed No. 2025-0279.1

Sponsors von Reichbauer

1 A MOTION confirming the executive's reappointment of
2 Bob Elwell, who resides in council district seven, to the
3 King County waterworks grant ranking committee, as the
4 metropolitan water pollution abatement advisory
5 committee, city of Auburn representative.

6 BE IT MOVED by the Council of King County:

7 The county executive's reappointment of Bob Elwell, who resides in council
8 district seven, to the King County waterworks grant ranking committee, as the
9 metropolitan water pollution abatement advisory committee, city of Auburn

- 10 representative, for the remainder of a three-year term to expire on September 30, 2026, is
11 hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: None



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion

Proposed No. 2025-0336.1

Sponsors von Reichbauer

- 1 A MOTION confirming the executive's reappointment of
2 Daniel Kim, who resides in council district seven, to the
3 King County conservation futures advisory committee, as a
4 council at-large representative.
- 5 BE IT MOVED by the Council of King County:
- 6 The county executive's reappointment of Daniel Kim, who resides in council
7 district seven, to the King County conservation futures advisory committee, as a council

8 at-large representative, for a four-year term to expire on December 31, 2029, is hereby
9 confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: None



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion

Proposed No. 2025-0356.1

Sponsors Mosqueda

1 A MOTION confirming the executive's reappointment of
2 Eileen Cody, who resides in council district eight, to the
3 Harborview Medical Center board of trustees, as a council
4 at-large representative.

5 BE IT MOVED by the Council of King County:

6 The county executive's reappointment of Eileen Cody, who resides in council
7 district eight, to the Harborview Medical Center board of trustees, as a council at-large

8 representative, for the remainder of a four-year term to expire on July 31, 2028, is hereby
9 confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: None



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion

Proposed No. 2025-0373.1

Sponsors Perry

- 1 A MOTION confirming the executive's reappointment of
- 2 the honorable King County councilmember Peter von
- 3 Reichbauer to the Sound Transit board of directors.
- 4 BE IT MOVED by the Council of King County:
- 5 The county executive's reappointment of the honorable King County
- 6 councilmember Peter von Reichbauer, to the Sound Transit board of directors, for a new

7

8

9

10 four-year term beginning January 1, 2026, and expiring December 31, 2030, is hereby

11 confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: None



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion

Proposed No. 2025-0376.1

Sponsors Perry

- 1 A MOTION confirming the executive's reappointment of
- 2 the Honorable Angela Birney, mayor, city of Redmond,
- 3 CCC to the Sound Transit board of directors.
- 4 BE IT MOVED by the Council of King County:
- 5 The county executive's reappointment of the Honorable Angela Birney, mayor,
- 6 city of Redmond, to the Sound Transit board of directors, for a four-year term beginning

- 7 January 1, 2026, and expiring December 31, 2030, is hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: None