



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,
Rhonda Lewis, Teresa Mosqueda, Pete von Reichbauer*

1:30 PM

Tuesday, April 7, 2026

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.

HOW TO PROVIDE PUBLIC TESTIMONY: The Council values community input and looks forward to hearing from you. Testimony must be limited to items listed on the agenda for council action, unless it's the fourth Tuesday of the month, when the Council will hear general comment on matters relating to county government. You are not required to sign up in advance.

There are three ways to provide public testimony:

1. **In person:** You may attend the meeting in person in Council Chambers.
2. **By email:** You may testify by submitting a COMMENT email. If your testimony is submitted before 10:00 a.m. on the day of the Council meeting, your email testimony will be distributed to the Councilmembers and appropriate staff prior to the meeting. Please submit your testimony by emailing clerk@kingcounty.gov.
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.

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

Webinar ID: 873 0459 1515



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

You have the right to language access services at no cost to you. To request these services, please contact our Equity and Social Justice Coordinator, Tera Chea at (206) 477 9259 or Tera.Chea2@kingcounty.gov, three (3) days prior to the meeting.

If you do not wish to be called upon for public comment during the meeting, please help us manage the callers and use one of the options below (Live Streaming or King County TV Channel 22).

HOW TO LISTEN TO THE MEETING: There are several ways to listen to the meeting if you don't wish to provide public testimony:

1. Stream online via this link: <https://kingcounty.gov/kctv>, or input the link web address into your web browser.
2. Watch King County TV on Comcast Channel 22 and 322(HD), and Astound Broadband Channels 22 and 711 (HD).
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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 von Reichbauer

4. **Approval of Minutes of March 24, 2026**

Pg. 11

Councilmember Barón

5. **Additions to the Council Agenda**

6. **Special Item**

Proclamation of April 13-17, 2026, as Black Wellness Week in King County

Councilmember Lewis

Recognition of the 2026 Rainier Beach Vikings boys Basketball Team for their outstanding accomplishments

Councilmember Lewis and Executive Zahilay

County Service Awards

Executive Zahilay



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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 6-10, 17, and 28

Consent Items 7-10

Councilmember Barón

7. [Proposed Substitute Ordinance No. 2026-0026.2](#) **Pg. 21**

AN ORDINANCE relating to the sale of the surplus property located at XXX NE 140th Avenue, Woodinville, Washington, in council district three.

Sponsors: Perry

On 2/17/2026, the Metropolitan King County Council Introduced and Referred to Budget and Fiscal Management Committee.

On 3/25/2026, the Budget and Fiscal Management Committee Recommended Do Pass Substitute Consent.

8. [Proposed Ordinance No. 2026-0036](#) **Pg. 53**

AN ORDINANCE authorizing the King County executive to enter into an agreement with the Washington state Department of Commerce Public Works Board for loan financing for a wastewater capital project.

Sponsors: Dembowski

On 3/3/2026, the Metropolitan King County Council Introduced and Referred to Budget and Fiscal Management Committee.

On 3/25/2026, the Budget and Fiscal Management Committee Recommended Do Pass Consent.

9. [Proposed Ordinance No. 2026-0039](#) **Pg. 82**

AN ORDINANCE relating to the real estate excise tax, number 2 fund; and amending Ordinance 12076, Section 27, as amended, and K.C.C. 4A.200.590 and Ordinance 10455, Sections 1, 3, 4, as amended, and K.C.C. 4A.510.120.

Sponsors: Dembowski

On 3/3/2026, the Metropolitan King County Council Introduced and Referred to Budget and Fiscal Management Committee.

On 3/25/2026, the Budget and Fiscal Management Committee Recommended Do Pass Consent.



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- 10. [Proposed Ordinance No. 2026-0061](#) Pg. 91

AN ORDINANCE relating to the 2025 levy of property taxes in King County for collection in the year 2026; and amending Ordinance 20030, Section 4.

Sponsors: Dembowski

On 3/24/2026, the Metropolitan King County Council Introduced and Referred to Budget and Fiscal Management Committee.

On 3/25/2026, the Budget and Fiscal Management Committee Recommended Do Pass Consent.

Hearing Examiner Consent Agenda 11-16

Councilmember Fain

- 11. [Proposed Substitute Ordinance No. 2026-0003.2](#) Pg. 99

AN ORDINANCE concurring with the recommendation of the hearing examiner to approve, subject to conditions, the application for public benefit rating system assessed valuation for open space submitted by Mark Newcomb and Kathy Seamon for property located at 41710 SE 66th Street, Snoqualmie, WA, designated department of natural resources and parks, water and land resources division file no. E25CT001.

Sponsors: Perry



On 1/6/2026, the Metropolitan King County Council Introduced and Referred to Hearing Examiner.

- 12. [Proposed Substitute Ordinance No. 2026-0004.2](#) Pg. 106

AN ORDINANCE concurring with the recommendation of the hearing examiner to approve, subject to conditions, the application for public benefit rating system assessed valuation for open space submitted by Joe and Dana Gagner for property located at 25504 SE 394 Street, Enumclaw, WA, designated department of natural resources and parks, water and land resources division file no. E25CT002.

Sponsors: Perry

On 1/6/2026, the Metropolitan King County Council Introduced and Referred to Hearing Examiner.

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13. [Proposed Substitute Ordinance No. 2026-0005.2](#) **Pg. 112**

AN ORDINANCE concurring with the recommendation of the hearing examiner to approve, subject to conditions, the application for public benefit rating system assessed valuation for open space submitted by Jeremy Calvert for property located at north and abutting 14035 107th Way SW, Vashon, WA, designated department of natural resources and parks, water and land resources division file no. E25CT003.

Sponsors: Perry

On 1/6/2026, the Metropolitan King County Council Introduced and Referred to Hearing Examiner.

14. [Proposed Substitute Ordinance No. 2026-0006.2](#) **Pg. 119**

AN ORDINANCE concurring with the recommendation of the hearing examiner to approve, subject to conditions, the application for public benefit rating system assessed valuation for open space submitted by Troy and Kristen Barrows for property located at 22332 and 22531 SE 474th Street, Enumclaw, WA, designated department of natural resources and parks, water and land resources division file no. E25CT004.

Sponsors: Perry

On 1/6/2026, the Metropolitan King County Council Introduced and Referred to Hearing Examiner.

15. [Proposed Substitute Ordinance No. 2026-0007.2](#) **Pg. 126**

AN ORDINANCE concurring with the recommendation of the hearing examiner to approve, subject to conditions, the application for public benefit rating system assessed valuation for open space submitted by Melissa Mohr and Eric Seidenberger for property located at 1705 SW 156th Street, Vashon, WA, designated department of natural resources and parks, water and land resources division file no. E25CT006.

Sponsors: Perry



On 1/6/2026, the Metropolitan King County Council Introduced and Referred to Hearing Examiner.

16. [Proposed Substitute Ordinance No. 2026-0008.2](#) **Pg. 132**

AN ORDINANCE concurring with the recommendation of the hearing examiner to approve, subject to conditions, the application for public benefit rating system assessed valuation for open space submitted by Darrin and Sherry Qualls for property located at 26244 SE 383 St, Enumclaw, WA, designated department of natural resources and parks, water and land resources division file no. E25CT008.

Sponsors: Perry

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

Consent Item 17

Councilmember Barón

- 17. [Proposed Substitute Motion No. 2026-0025.2](#) Pg. 138

A MOTION related to public transportation, approving the King County Metro Public Transportation Agency Safety Plan 2025 and the King County Metro Public Transportation Agency Safety Plan 2026, in accordance with the Federal Transit Administration's Public Transportation Agency Safety Plan regulations and the Bipartisan Infrastructure Law.

Sponsors: Fain

On 3/3/2026, the Metropolitan King County Council Introduced and Referred to Transportation, Economy, and Environment Committee.

On 3/17/2026, the Transportation, Economy, and Environment Committee Recommended Do Pass Substitute Consent.

First Reading and Referral of Ordinances

- 18. [Proposed Ordinance No. 2026-0052](#)

AN ORDINANCE approving an application for current use assessment for public benefit rating system, submitted by Janice and Cody Hodge and Theresa Styka for property located at 46728 SE 161st Street, North Bend, WA 98045, designated department of natural resources and parks, water and land resources division file no. E25CT013.

Sponsors: Perry



First Reading and Referral to the Hearing Examiner

- 19. [Proposed Ordinance No. 2026-0053](#)

AN ORDINANCE approving an application for current use assessment for public benefit rating system, submitted by Richard Young for property located south and abutting 16532 426th Way SE, North Bend, WA 98045, designated department of natural resources and parks, water and land resources division file no. E25CT030.

Sponsors: Perry

First Reading and Referral to the Hearing Examiner

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20. [Proposed Ordinance No. 2026-0065](#)

AN ORDINANCE authorizing the vacation of a portion of 149th Avenue SE and portions of King County Road Nos. 949, 1182, 1244, and 23-23-5-4, lying between the Cedar River and the existing cul-de-sac limits for 149th Avenue SE north of Maple Valley Highway, V-2771; Petitioner: King County department of natural resources and parks water and land resources division.

Sponsors: Perry

First Reading and Referral to the Hearing Examiner

21. [Proposed Ordinance No. 2026-0066](#)

AN ORDINANCE updating the capacity charge methodology; and amending Ordinance 13680, Section 16, as amended, and K.C.C. 28.86.160.

Sponsors: Balducci

First Reading and Referral to the Budget and Fiscal Management Committee

This is a dual referral first to the Budget and Fiscal Management Committee and then to the Regional Water Quality Committee.



This is a mandatory referral to the Regional Water Quality Committee as set forth in King County Charter Section 270.30 and K.C.C. 1.24.065.

22. [Proposed Ordinance No. 2026-0067](#)

AN ORDINANCE related to notification requirements for booking restrictions at King County adult detention facilities; and adding a new chapter to K.C.C. Title 2.

Sponsors: Dembowski

First Reading and Referral to the Law and Justice Committee

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23. [Proposed Ordinance No. 2026-0071](#)

AN ORDINANCE making a net supplemental appropriation of \$48,730,000 to various general fund agencies, a net supplemental appropriation of \$136,073,000 to various non-general fund agencies and a net supplemental appropriation of \$208,368,141 from various capital fund budgets; amending the 2026-2027 Biennial Budget Ordinance, Ordinance 20023, Sections 16, 21, 21, 33, 33, 34, 34, 35, 43, 43, 46, 47, 50, 51, 51, 52, 53, 54, 55, 59, 60, 60, 64, 64, 70, 70, 71, 79, 80, 82, 83, 87, 90, 90, 91, 94, 94, 96, 96, 98, 98, 101, 102, 102, 103, 104, 105, 107, 109, 109, 110, 110, 111, 111, 115, 115, 116, 116, 122, 124, 126, 132, and 132, as amended, and Attachment A, as amended, adding a new section to Ordinance 20023, as amended, and repealing Ordinance 20023, Sections 17, 18, 19, 20, 27, and 28, as amended.

Sponsors: Dembowski

First Reading and Referral to the Budget and Fiscal Management Committee

First Reading and Referral of Motions

24. [Proposed Motion No. 2026-0064](#)

A MOTION confirming the executive's appointment of Sabina Perry, who resides in council district four, to the behavioral health advisory board, as a representative who has lived experience with one or more behavioral health conditions.

Sponsors: Barón

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

25. [Proposed Motion No. 2026-0068](#)

A MOTION acknowledging receipt of the first semiannual report on the status of activities related to contract management and compliance reporting protocols, as required by Ordinance 20023, Section 60, Proviso P1.

Sponsors: Barón



First Reading and Referral to the Committee of the Whole

26. [Proposed Motion No. 2026-0072](#)

A MOTION approving a memorandum of understanding to restructure the Eastrail regional advisory council.

Sponsors: Balducci

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

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27. Reports on Special and Outside Committees



Other Business

Proclamations/Recognitions Presented in the Community

28. Recognition of the Annual Blessing of the Fleet

Councilmember Barón

Adjournment

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Meeting Minutes

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,
Rhonda Lewis, Teresa Mosqueda, Pete von Reichbauer*

1:30 PM

Tuesday, March 24, 2026

Hybrid Meeting

REVISED AGENDA DRAFT MINUTES

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3. Listen to the meeting by telephone – See “Connecting to the Webinar” above.

1. Call to Order

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

The Chair recessed the meeting at 2:37 p.m.

The Chair reconvened the meeting at 2:50 p.m.

At 2:50 p.m. the Chair announced that the meeting would be concluded remotely.

2. Roll Call

Present: 9 - Balducci, Barón, Dembowski, Dunn, Fain, Lewis, 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 March 17, 2026

Councilmember Barón moved to approve the minutes of the March 17, 2026, meeting as presented. Seeing no objection, the Chair so ordered.

5. Additions to the Council Agenda

There were no additions.

6. Special Item**Recognition of Shadley Van Schalkwyk for his performance as a USA National player at the T20 Cricket World Cup**

Councilmembers Perry, Balducci, and von Reichbauer, made remarks and presented the recognition to Shadley Van Schalkwyk. Shadley Van Schalkwyk made remarks and thanked the Council.

Proclamation March 31, 2026, as Transgender Day of Visibility in King County

Councilmember Barón and Councilmember Balducci made remarks and presented the proclamation to Jade Lenore Le Duff, Chief of Staff, Lavender Rights Project. Jade Lenore Le Duff made remarks and thanked the Council.

7. Public Comment

The following people spoke:

- Yvette Dinish*
- Andrea Ornelas*
- Michael Westgaard*
- Kevin Althmeir*
- Andrew Hanke*
- Mathew Renner*
- Austin Field*
- Kristina DeFlorio*
- Jaeden Noll*
- Alex Tsimmerman*
- Desiree Lenoard-Hodge*
- Hamilton Anderson*
- Ryan Porter*
- Kimmy Reedy*
- Ron Zuelzke*
- Jaidge Haren*
- Jennifer Grennan*
- Daniel Alvarado*
- Kenny Siu*
- Carolyn Bennett*
- Nicole Wolfley*
- Danielle Wallace*
- Melody Correia*
- Rajshree Jadeja*
- Valerie Pacheco*
- Nivedita Tanwar*
- Hannah Prall*
- Rosario Lopez*
- Christian Nelson*
- Gail McArthur*
- Janine Barber*
- Harper*
- Joe Kunzler*
- Sam Hem*
- Sarah Jett Rasor*
- Wren McDonald*
- Marybelle Garcia*
- Anthony Natale*
- Kody Zalewski*
- Joshua Symmeson*

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 6-13 & 21

Consent Item 8

8. [Proposed Ordinance No. 2026-0037](#)

AN ORDINANCE approving South Link Connections Public Transportation Service Changes for King County.

Sponsors: Fain and von Reichbauer

The enacted number is 20046.

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

Yes: 9 - Balducci, Barón, Dembowski, Dunn, Fain, Lewis, Mosqueda, Perry, and von Reichbauer

Committee of the Whole

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

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

Sponsors: von Reichbauer and Dembowski

The enacted number is 20047.

Jake Tracy, Council Staff, briefed the Council and answered questions.

Councilmember von Reichbauer moved Striking Amendment S1. The motion carried.

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

Yes: 9 - Balducci, Barón, Dembowski, Dunn, Fain, Lewis, Mosqueda, Perry, and von Reichbauer

Law and Justice

10. [Proposed Substitute Ordinance No. 2026-0027.2](#)

AN ORDINANCE limiting the use of King County-owned and controlled property; amending Ordinance 18665, Section 1, as amended, and K.C.C. 2.15.005, Ordinance 16692, Section 2, as amended, and K.C.C. 2.15.010, Ordinance 18665, Section 3, and K.C.C. 2.15.015, Ordinance 17706, Section 2, as amended, and K.C.C. 2.15.020, and Ordinance 19963, Section 2, as amended, and K.C.C. 2.15.050 and adding a new section to K.C.C. chapter 2.15.

Sponsors: Mosqueda, Dembowski, Lewis and Barón

The enacted number is 20048.

Councilmember Mosqueda moved Striking Amendment S1.

Gene Paul, Council Staff, briefed the Council and answered questions.

Monique Cohen, Chief Legal Council, briefed the Council and answered questions.

Garrett Holbrook, County Executive Assistant I, briefed the Council and answered questions.

The Chair moved the Council into Executive Session at 3:52 p.m., for 15 minutes, until approximately 4:12 p.m. The grounds for Executive Session as allowed by RCW 42.30.110(1)(i) are to discuss with legal counsel the legal risks of a proposed action to which the County is or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the County.

The Chair extended the Executive Session at 4:12 p.m., for 15 minutes, until approximately 4:27 p.m.

The Chair extended the Executive Session at 4:27 p.m., for 15 minutes, until approximately 4:42 p.m.

The Chair extended the Executive Session at 4:42 p.m., for 15 minutes, until approximately 4:57 p.m.

The Chair extended the Executive Session at 4:57 p.m., for 5 minutes, until approximately 5:02 p.m.

The meeting was reconvened at 5:02 p.m.

Councilmember Mosqueda withdrew Striking Amendment S1.

Councilmember Mosqueda moved Striking Amendment S2. The motion carried.

Councilmember Mosqueda move Title Amendment T1. The motion carried.

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

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

No: 1 - Dunn

Excused: 1 - von Reichbauer

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

Consent Items 11-12

11. [Proposed Motion No. 2026-0019](#)

A MOTION confirming the executive's appointment of Trip Switzer, who resides in council district one, to the King County Airport Roundtable, as an at-large representative.

Sponsors: Dembowski

The enacted number is 16960.

A Public Hearing was held and closed. This matter passed on the Consent Agenda.

12. [Proposed Substitute Motion No. 2026-0021.2](#)

A MOTION related to the rules of procedure and mediation of the King County hearing examiner; and rescinding Motion 14876 and Motion 14876, Attachment A.

Sponsors: von Reichbauer

The enacted number is 16961.

A Public Hearing was held and closed. This matter passed on the Consent Agenda.

Passed On The Consent Agenda

A motion was made by Councilmember Barón that the Consent Agenda be passed. The motion carried by the following vote:

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

Excused: 1 - von Reichbauer

Health, Housing, and Human Services

13. [Proposed Substitute Motion No. 2026-0017.2](#)

A MOTION stating the council's support for continued entheogen-related research for alternative treatment modalities, structured medical models, and full decriminalization of entheogen-related activities and requesting that the investigation, arrest, and prosecution of any adult engaging in certain entheogen-related activities be among King County's lowest criminal enforcement priorities.

Sponsors: Mosqueda and Dembowski

The enacted number is 16962.

Nick Bowman, Council Staff, briefed the Council and answered questions.

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

Yes: 6 - Barón, Dembowski, Fain, Lewis, Mosqueda, and Perry

No: 2 - Balducci, and Dunn

Excused: 1 - von Reichbauer

First Reading and Referral of Ordinances

14. [Proposed Ordinance No. 2026-0051](#)

AN ORDINANCE approving an application for current use assessment for public benefit rating system, submitted by Bradford Smith and Joshua Finto for property located at 15550 115th Avenue SW, Vashon, WA 98070, designated department of natural resources and parks, water and land resources division file no. E25CT010.

Sponsors: Perry

This matter had its first reading and was referred to the Hearing Examiner.

15. [Proposed Ordinance No. 2026-0054](#)

AN ORDINANCE approving an application for current use assessment for public benefit rating system, submitted by Scott and Michelle Harvey for property located at 12216 SW Cove Road, Vashon, WA 98070, designated department of natural resources and parks, water and land resources division file no. E25CT011.

Sponsors: Perry

This matter had its first reading and was referred to the Hearing Examiner.

16. [Proposed Ordinance No. 2026-0055](#)

AN ORDINANCE approving an application for current use assessment for public benefit rating system, submitted by Penelope Clay for property located at 22747 Wax Orchard Road SW, Vashon, WA 98070, designated department of natural resources and parks, water and land resources division file no. E25CT014.

Sponsors: Perry

This matter had its first reading and was referred to the Hearing Examiner.

17. [Proposed Ordinance No. 2026-0057](#)

AN ORDINANCE approving an application for current use assessment for public benefit rating system, submitted by Jeremy and Kristin Tinder for property located at 6505 282nd Avenue SE, Issaquah, WA 98027, designated department of natural resources and parks, water and land resources division file no. E25CT024.

Sponsors: Perry

This matter had its first reading and was referred to the Hearing Examiner.

18. [Proposed Ordinance No. 2026-0061](#)

AN ORDINANCE relating to the 2025 levy of property taxes in King County for collection in the year 2026; and amending Ordinance 20030, Section 4.

Sponsors: Dembowski

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

First Reading and Referral of Motions

19. Proposed Motion No. 2026-0059

A MOTION confirming the executive's appointment of Eric Adman, who resides in council district one, to the conservation futures advisory committee, as a council district one representative.

Sponsors: Dembowski

This matter had its first reading and was referred to the Transportation, Economy, and Environment Committee.

Reports on Special and Outside Committees

No reports were given.

Other Business

Recognition Presented in the Community

21. **Recognition of AmPowering's sponsoring of the Seattle Color Festival (Holi) 2026**

Chair Perry announced that the recognition has been officially acknowledged and presented in the community

Adjournment

The meeting was adjourned at 6:21 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. 2026-0026.2

Sponsors Perry

1 AN ORDINANCE relating to the sale of the surplus
2 property located at XXX NE 140th Avenue, Woodinville,
3 Washington, in council district three.

4 STATEMENT OF FACTS:

5 For the property located at XXX NE 140th Avenue, Woodinville,
6 Washington, located within council district three, the facilities
7 management division completed the surplus property, affordable housing
8 and public notice requirements.

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. The executive is authorized to convey the at XXX NE 140th
11 Avenue, Woodinville, Washington, to Dominique Ruybal consistent with a purchase and

- 12 sale agreement substantially in the form of Attachment A to this ordinance and to take all
- 13 actions necessary to implement the terms of the purchase and sale agreement.

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. Purchase and Sale Agreement, Dated March 10 2026

ATTACHMENT A:

PURCHASE AND SALE AGREEMENT

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is entered between **KING COUNTY**, a home rule charter county and political subdivision of the State of Washington (the “Seller”) and **DOMINIQUE RUYBAL** (the “Buyer”). Seller and Buyer are also referred to individually as a “Party” or collectively as “Parties.” This Agreement is effective the date both parties execute (“Effective Date”) the Agreement.

RECITALS

A. Seller is the owner of that certain real property commonly known as King County tax assessor’s parcel no. 102605-9172 on NE 140th Avenue, King County, State of Washington, the legal descriptions of which are attached hereto as **EXHIBIT A** (the “Real Property”).

B. Seller desires to sell the Real Property and Buyer desires to purchase the Real Property.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

ARTICLE 1. PURCHASE AND TRANSFER OF ASSETS

1.1. PROPERTY TO BE SOLD. Seller shall sell and convey to Buyer on the Closing Date (as hereinafter defined) and Buyer shall buy and accept from Seller on the Closing Date the following assets and properties:

1.1.1. all the Seller’s right, title, and interest in the Real Property as legally described in **EXHIBIT A**;

1.1.2. all of Seller’s right, title, and interest in improvements and structures located on the Real Property, if any;

1.1.3. all of Seller’s right, title, and interest in and to tangible personal property, if any, owned by the Seller and attached, appurtenant to, or used in connection with the Real Property (“Personal Property”);

1.1.4. all of Seller’s easements and other rights that are appurtenant to the Real Property including but not limited to, Seller’s right, title, and interest in and to streets, alleys, or other public ways adjacent to the Real Property, sewers and service drainage easements, rights of connection to the sewers, rights of ingress and egress, leases, licenses, government approvals, and permits affecting the Real Property.

Hereinafter, the items listed in Section 1.1 are collectively referred to as the “Property.”

**ARTICLE 2.
PURCHASE PRICE**

2.1. PURCHASE PRICE AND PAYMENT. In consideration of the conveyance of the Property, Buyer shall, in full payment therefor, pay to Seller on the Closing Date a total purchase price of **Three Hundred and Seventy Seven Thousand Dollars (\$377,000.00)** (the “Purchase Price”).

2.2. ALLOCATION OF PURCHASE PRICE. Seller and Buyer agree that the entire Purchase Price is allocable to the Real Property and that the value of the Personal Property, if any, is *de minimis*.

2.3. DEPOSIT. Within three (3) business days after the Effective Date, Buyer shall deliver to Chicago Title Company (the “Escrow Agent”), in its capacity as the Parties’ closing agent, immediately available cash funds in the amount of **Thirteen Thousand Dollars (\$13,000.00)** (the “Deposit”). The Deposit shall be invested by the Escrow Agent in a money market account, a federally insured investment or such other investment as may be approved by Seller and Buyer in writing. Accrued interest will be added to and become part of the Deposit. Upon deposit with Escrow Agent, the Deposit shall be non-refundable except as otherwise provided in this Agreement. The Deposit shall be applied as a credit against the Purchase Price at the Closing.

**ARTICLE 3.
REPRESENTATIONS AND WARRANTIES OF THE PARTIES AND
CONDITION OF PROPERTY**

3.1. WARRANTIES AND REPRESENTATIONS OF SELLER. As of the date hereof and as of the Closing Date, Seller represents and warrants as follows:

3.1.1. ORGANIZATION. The Seller is a home rule charter county and political subdivision of the State of Washington duly organized, validly existing, and in good standing under the laws of the State of Washington.

3.1.2. EXECUTION, DELIVERY, AND PERFORMANCE OF AGREEMENT; AUTHORITY. The execution, delivery, and performance of this Agreement by Seller (i) is within the powers of Seller as a political subdivision of the State of Washington, and (ii) subject to the contingency in Section 5.2 of this Agreement, has been or will be on or before the Closing Date, duly authorized by all necessary action of the Seller’s legislative authority. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with the terms herein.

3.1.3. NO BROKER. No broker, finder, agent or similar intermediary has acted for or on behalf of Seller in connection with this Agreement or the transactions contemplated hereby other than Cheri Westphal of CW Realty Group, and no other broker, finder, agent, or similar intermediary is entitled to any broker’s, finder’s, or similar fee or commission in connection with this Agreement based on an agreement, arrangement, or understanding with Seller or any action taken by Seller.

3.1.4. FUTURE AGREEMENTS. From and after the Effective Date unless this Agreement is terminated in accordance with its terms, Seller shall not without the prior written consent of Buyer:

(a) enter into any agreement, contract, commitment, lease, or other transaction that affects the Property in any way; or

(b) sell, dispose of, or encumber any portion of the Property.

3.1.5. FOREIGN PERSON. Seller is not a foreign person and is a “United States Person” as such term is defined in Section 7701(a)(30) of the Internal Revenue Code of 1986 (“Code”), as amended and shall deliver to Buyer prior to the Closing an affidavit, as set forth in **EXHIBIT D**, evidencing such fact, and such other documents as may be required under the Code.

3.2. REPRESENTATIONS AND WARRANTIES OF BUYER. As of the date hereof and as of the Closing Date, Buyer represents and warrants that Buyer, and any person signing on behalf of Buyer, has full power and authority to execute this Agreement and to perform Buyer’s obligations hereunder. Further, this Agreement constitutes the legal, valid, and binding obligation of Buyer enforceable against Buyer in accordance with the terms hereof.

3.2.1. NO BROKER. No broker, finder, agent or similar intermediary has acted for or on behalf of Buyer in connection with this Agreement or the transactions contemplated hereby other than Cheri Westphal of CW Realty Group, and no other broker, finder, agent, or similar intermediary is entitled to any broker’s, finder’s, or similar fee or commission in connection with this Agreement based on an agreement, arrangement, or understanding with the Buyer or any action taken by the Buyer.

3.3. CONDITION OF PROPERTY.

3.3.1. SELLER DISCLOSURE STATEMENT. To the maximum extent permitted by Chapter 64.06 RCW, Buyer expressly waives its right to receive from Seller a seller disclosure statement (“Seller Disclosure Statement”) and to rescind this Agreement, both as provided for in Chapter 64.06 RCW. Seller and Buyer acknowledge and agree that Buyer cannot waive its right to receive the section of the Seller Disclosure Statement entitled “Environmental” if the answer to any of the questions in that section would be “yes.” Nothing in any Seller Disclosure Statement delivered by Seller creates a representation or warranty by the Seller, nor does it create any rights or obligations in the Parties except as set forth in Chapter 64.06 RCW.

Buyer acknowledges that Seller may not have knowledge of defects that careful inspection might reveal. Buyer specifically acknowledges and agrees that any Seller Disclosure Statement delivered by Seller is not part of this Agreement, and Seller has no duties to Buyer other than those set forth in this Agreement.

3.3.2. SELLER DISCLAIMER OF CONDITION OF THE PROPERTY. Except to the extent of Seller’s representations and warranties in Section 3.1. of this Agreement, Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality, or condition of the Property (collectively “Condition of the Property”), including, without limitation:

- (a) The water, soil, and geology;
- (b) The income to be derived from the Property;
- (c) The suitability of the Property for any and all activities and uses that Buyer or anyone else may conduct thereon;
- (d) The compliance or noncompliance of or by the Property or its operation with any laws, rules, ordinances, regulations, or decrees of any applicable governmental authority or body or the zoning or land use designation for the Property;
- (e) The habitability, merchantability, marketability, profitability, or fitness for a particular purpose of the Property;
- (f) The manner or quality of the construction or materials, if any, incorporated into the Property and the existence, nonexistence, or condition of utilities serving the Property;
- (g) The actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal, or other handling of any Hazardous Substances in, on, under, or emanating from or into the Property, and the compliance or noncompliance of or by the Property or its operation with applicable federal, state, county, and local laws and regulations, including, without limitation, Environmental Laws and regulations and seismic/building codes, laws, and regulations. For purposes of this Agreement, the term “Environmental Law” shall mean: any federal, state, or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction, or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. (“CERCLA”); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. (“RCRA”); the Washington State Model Toxics Control Act, Chapter 70A.305 RCW (“MTCA”); the Washington Hazardous Waste Management Act, RCW ch. 70.105; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, Chapter 90.48 RCW, and any laws concerning above ground or underground storage tanks. For the purposes of this Agreement, the term “Hazardous

Substance” shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law; or

(h) Any other matter with respect to the Property.

3.3.3. BUYER ACCEPTANCE OF CONDITION OF PROPERTY.

(a) Buyer acknowledges and accepts Seller’s disclaimer of the Condition of the Property in Section 3.3.2 of this Agreement.

(b) Buyer will have conducted a physical inspection and made all investigations that Buyer deems necessary in connection with its purchase of the Property. Buyer further acknowledges and agrees that, having been given the opportunity to inspect the Property, Buyer is relying solely on its own investigation of the Property and is not relying on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information and no employee or agent of Seller is authorized otherwise. Buyer further acknowledges and agrees that Seller is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Property, or the operation thereof, furnished by any agent, employee, or contractor of Seller, any real estate broker, or any other person.

(c) Buyer acknowledges and agrees that it approves and accepts the Condition of the Property and accordingly agree to purchase the Property and accept the Condition of the Property “AS IS, WHERE IS” with all faults and patent or latent defects, including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property, and the compliance or noncompliance of or by the Property or its operation with applicable federal, state, county and local laws and regulations including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. Buyer acknowledges and agrees that, except to the extent of Seller’s representations and warranties in Section 3.1. of this Agreement, Buyer, and any person or entity claiming by or through Buyer, shall have no recourse against the Seller for, and waives, releases and discharges forever the Seller from, any and all past, present or future claims or demands, and any and all past, present or future damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys’ fees) of any and every kind or character, known or unknown (collectively, “Losses”), which the Buyer might have asserted or alleged against the Seller arising from or in any way related to the Condition of the Property, including, without limitation, the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response action

that is required by any Environmental Law, that is required by judicial order or decree or by order of or agreement with any governmental authority, or that is conducted voluntarily, (b) losses for injury or death of any person, and (c) losses arising under any Environmental Law, whether or not enacted after transfer of the Property.

3.3.4. INDEMNIFICATION. From and after the Closing Date, Buyer shall indemnify, defend, and hold Seller, its officers, agents, and employees harmless from and against any and all Losses, liability, claim, agency order, or requirement, damage, and expense relating to or arising out of, directly or indirectly, the Property, including without limitation those relating to the actual or threatened release, disposal, deposit, seepage, migration, or escape of Hazardous Substances at, from, into, or underneath the Property, and the compliance or noncompliance of the Property with applicable federal, state, county, and local laws and regulations including, without limitation, Environmental Laws and regulations.

3.4. RISK OF LOSS. Until the Closing Date, the risk of loss relating to the Property shall rest with the Seller. Risk of Loss shall be deemed to include any property damage occurring because of an “Act of God,” including, but not limited to, earthquakes, tremors, wind, rain or other natural occurrence.

ARTICLE 4. TITLE MATTERS

4.1. CONVEYANCE. Seller shall convey to Buyer the title to the Property by bargain and sale deed in substantially the form attached hereto as **EXHIBIT B**, subject only to the Permitted Exceptions (as defined below), the lien of current real property taxes, fees and/or charges not yet due and payable, rights reserved in federal patents or state deeds, building or use restrictions general to the governing jurisdiction, and the matters excluded from coverage by the printed exceptions and exclusions contained in the form of title insurance policy required by Section 4.4 of this Agreement.

4.2. TITLE COMMITMENT. Buyer shall within ten (10) days after the Effective Date obtain a preliminary commitment for an owner’s standard coverage policy of title insurance (the “Title Commitment”) issued by Chicago Title (the “Title Company”), describing the Property, listing Buyer as the prospective named insured and showing as the policy amount the total Purchase Price for the Property. When the Title Company causes the Title Commitment to be furnished to Buyer, the Title Company shall further cause to be furnished to Buyer legible copies of all instruments referred to in the Title Commitment as restrictions or exceptions to title to the Property.

4.3. REVIEW OF TITLE COMMITMENT. Buyer shall have until fifteen (15) days after the Effective Date (the “Review Period”) in which to notify Seller in writing of any objections Buyer has to any matters shown or referred to in the Title Commitment (“Buyer’s Objections”). Any exceptions or other items that are set forth in the Title Commitment and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions (“Permitted Exceptions”). With regard to items to which Buyer does object within the Review Period, Seller shall notify Buyer within five (5) days after Seller receives Buyer’s Objections of any exceptions to title which Seller will not remove or otherwise resolve (“Seller’s Response”), and Buyer may,

at Buyer's option, either proceed to Closing and thereby waive the Buyer's Objections not cured, in which case such exceptions to title shall be Permitted Exceptions, or Buyer may terminate this Agreement by notice to Seller within three (3) days after receipt of Seller's Response. If the Title Company issues a supplement to the Title Commitment that identifies new exceptions, the procedure set forth in this Section 4.3 shall apply to such supplement, except that Buyer will have five (5) days to make Buyer's Objections to any new exception, Seller shall have five (5) days to provide Seller's Response, and the Closing Date will be extended for the period necessary to allow the procedures set forth herein to be completed with regard to a timely objection.

4.4. OWNER'S TITLE INSURANCE POLICY. At the Closing, Buyer shall cause an owner's policy of title insurance to be issued by the Title Company in the full amount of the Purchase Price, effective as of the Closing Date, insuring Buyer that the fee simple title to the Property is vested in Buyer, subject only to the Permitted Exceptions, the lien of current real property taxes, fees and/or charges not yet due and payable, rights reserved in federal patents or state deeds, building or use restrictions general to the governing jurisdiction, and the matters excluded from coverage by the printed exceptions and exclusions contained in the form of title insurance policy required by the Title Company. The obligation of Buyer to provide the title policy called for herein shall be satisfied if, at the Closing, the Title Company has given a binding commitment, in a form reasonably satisfactory to Buyer, to issue the policies in the form required by this Section. If requested in writing by Seller, Buyer shall provide a copy of such binding commitment to Seller to verify satisfaction of this obligation as a condition to Seller being obligated to close. Buyer shall pay any sum owing to the Title Company for the preparation of the preliminary and binding commitments generated by the Title Company.

**ARTICLE 5.
CONTINGENCIES**

5.1. INSPECTIONS. Buyer waives its rights to (a) perform any and all tests, inspections, studies, surveys or appraisals of the Property except those set forth in Section 5.2(subject to the limitations set forth below and Section 5.2 Right of Entry); (b) obtain a Phase I or Phase II Environmental Assessment on the Property and perform any and all tests, inspections and studies deemed necessary therewith; (c) examine all due diligence materials related to the Property that Buyer may reasonably request from Seller that are in Seller's possession and about which Seller has knowledge, and that are not protected as attorney work product, by the attorney-client privilege, or by other similar confidentiality protections; (d) determine to its satisfaction whether approvals, permits and variances can be obtained under applicable land use and zoning codes for Buyer's proposed development of the property; and (e) determine whether Buyer's proposed development of the property is economically feasible.

5.2. RIGHT OF ENTRY. Buyer and Buyer's designated representatives or agents shall have the right and Seller hereby grants to Buyer and Buyer's designated representatives the right to enter the Property and conduct a boundary and topography survey and soil testing for septic design and drainage upon three (3) days advance written notice; provided that such right of entry will be limited to those times and dates that will not disrupt Seller's use of, or Seller's operations

and activities on the Property. Apart from soil testing for septic design and drainage, invasive tests of the Property, such as drilling or excavation, are subject to Seller’s prior written approval. If invasive tests are performed by Buyer, Seller may elect to obtain split samples of any sampling that is obtained and reimburse the Buyer for the costs thereof. The Buyer will not be permitted to undertake activities that damage the Property. In connection with any such inspections and tests, Buyer agrees to hold harmless, indemnify, and defend Seller, its officers, agents, and employees, from and against all claims, losses, or liability for injuries to persons, sickness, or death of persons, including employees of Buyer (“Claims”) caused by or arising out of any act, error, or omission of Buyer, its officers, agents, contractors, subcontractors, or employees in entering the Property for the above purposes, except to the extent the Claims are caused by or arise out of any act, error or omission of Seller, its officers, agents, or employees.

5.3. RIGHT OF ENTRY INSURANCE. Prior to the entry of Buyer or its contractors for invasive testing of the Property such as drilling or excavation, the entering party(ies) shall submit evidence of (1) Commercial General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (2) Automobile liability insurance in the amount of \$1,000,000; (3) Contractor’s Pollution insurance in the amount of \$1,000,000 per claim and in the aggregate; and (4) Stop Gap/Employers Liability coverage in the amount of \$1,000,000. King County, its officers, officials, agents and employees shall be named as additional insureds.

5.4. METROPOLITAN KING COUNTY COUNCIL APPROVAL CONTINGENCY. Seller’s performance under this Agreement is contingent on approval by ordinance of the conveyance of the Property by the Metropolitan King County Council (“Council Approval Contingency”). The Council Approval Contingency will be satisfied if an ordinance passed by the Metropolitan King County Council approving the conveyance of the Property becomes effective within one hundred twenty (120) days of the Effective Date (“Council Approval Period”). Seller may extend the Council Approval Period for an additional sixty (60) days. If the Council Approval Contingency is not satisfied within the Council Approval Period, this Agreement shall terminate, the Deposit shall be returned to Buyer and the Parties shall have no further obligations hereunder. If the Council Approval Contingency is satisfied within the Council Approval Period, Seller shall be obligated hereunder without further contingency except in the event of a default hereunder by Buyer.

**ARTICLE 6.
COVENANTS OF SELLER PENDING CLOSING**

6.1. CONDUCT, NOTICE OF CHANGE. Seller covenants that between the Effective Date and the Closing Seller shall take all such actions as may be necessary to assure that the representations and warranties set forth in Article 3 hereof will be true and complete as of the Closing (except such representations, warranties, and matters which relate solely to an earlier date), and all covenants of Seller set forth in this Agreement which are required to be performed by it at or prior to the Closing shall have been performed at or prior to the Closing as provided for in this Agreement. Seller shall give Buyer prompt written notice of any material change in any of the information contained in the representations and warranties made in Article 3 or elsewhere in this Agreement which occurs prior to the Closing.

**ARTICLE 7.
COVENANTS OF BUYER PENDING CLOSING**

7.1. CONDUCT, NOTICE OF CHANGE. Buyer covenants that between the Effective Date and the Closing Buyer shall take all such actions as may be necessary to assure that the representations and warranties set forth in Article 3 hereof will be true and complete as of the Closing (except such representations, warranties and matters which relate solely to an earlier date), and that all covenants of Buyer set forth in this Agreement which are required to be performed by it at or prior to the Closing shall have been performed at or prior to the Closing as provided in this Agreement. Buyer shall give Seller prompt written notice of any material change in any of the information contained in the representations and warranties made in Article 3 or elsewhere in this Agreement which occurs prior to the Closing.

**ARTICLE 8.
CONDITIONS PRECEDENT TO BUYER’S OBLIGATIONS**

All obligations of Buyer to close on the Closing Date are subject to the fulfillment of each of the following conditions at or prior to the Closing, and Seller shall exert its best efforts to cause each such condition to be fulfilled:

8.1. DELIVERY OF DOCUMENTS. Seller shall have delivered to Buyer at or prior to the Closing all documents required by the terms of this Agreement to be delivered to Buyer.

8.2. OBLIGATIONS. All obligations required by the terms of this Agreement to be performed by Seller at or before the Closing shall have been properly performed in all material respects.

8.3. TITLE. Seller shall have cured any exceptions to title to which Buyer objected within the Review Period in Section 4.3 and to which Seller agreed to remove or resolve under Section 4.3, unless Seller’s obligation to remove or resolve has been waived by Buyer.

8.4. CONDEMNATION. No portion of the Property shall have been taken or damaged by any public or quasi-public body, and Seller shall not have transferred any portion of the Property to any such body in lieu of condemnation.

**ARTICLE 9.
CONDITIONS PRECEDENT TO SELLER’S OBLIGATIONS**

All obligations of Seller to close on the Closing Date are subject to the fulfillment of each of the following conditions at or prior to the Closing, and Buyer shall exert its best efforts to cause each such condition to be so fulfilled:

9.1. DELIVERY OF DOCUMENTS. Buyer shall have delivered to Seller at or prior to Closing all documents required by the terms of this Agreement to be delivered to Seller.

9.2. OBLIGATIONS. All obligations required by the terms of this Agreement to be

performed by Buyer at or before the Closing shall have been properly performed in all material respects.

9.3. TITLE. The Title Company shall be irrevocably committed to issue an owner’s policy of title insurance for the full amount of the Purchase Price, effective as of the Closing Date, containing no exceptions other than the Permitted Exceptions and the other exceptions allowed for under Section 4.4 of this Agreement.

**ARTICLE 10.
CLOSING**

10.1. CLOSING/CLOSING DATE. The Closing shall take place within fifteen (15) days following the removal of all the contingencies in Article 5 of this Agreement or such other date as may be mutually agreed upon by the Parties (“Closing Date”). On or before the Effective Date, the Parties shall set up an escrow account with the Escrow Agent. The Escrow Agent shall serve as closing agent for the transaction contemplated herein and Closing shall occur in the offices of the Escrow Agent in Bellevue, Washington.

10.2. PRORATIONS. Real property taxes and assessments shall be prorated as of the Closing Date. Seller shall pay the cost of one-half (½) of the escrow fee charged by the Escrow Agent, any real estate excise or other transfer tax due, and its own attorneys’ fees. Buyer shall pay one-half (½) of the escrow fee charged by the Escrow Agent, the premium for the title insurance and any costs of the preliminary and binding title commitments, the recording fees for the deed and its own attorneys’ fees. Except as otherwise provided in this Section 10.2, all other expenses hereunder shall be paid by the Party incurring such expenses.

10.3. SELLER’S DELIVERY OF DOCUMENTS AT CLOSING. At the Closing, Seller will deliver to Buyer via escrow with the Escrow Agent the following properly executed documents:

10.3.1. A bargain and sale deed conveying the Property substantially in the form of **EXHIBIT B** attached hereto;

10.3.2. A bill of sale and assignment duly executed by the Seller in substantially the form of **EXHIBIT C**, attached hereto for the Personal Property, if any;

10.3.3. A seller’s certificate of non-foreign status substantially in the form of **EXHIBIT D**, attached hereto.

10.4. BUYER’S DELIVERY OF PURCHASE PRICE AT CLOSING. At the Closing, Buyer will deliver to Seller via escrow with the Escrow Agent cash or immediately available funds in the amount of the Purchase Price, less the Deposit made under Section 2.3. of this Agreement.

**ARTICLE 11.
MISCELLANEOUS PROVISIONS**

11.1. NON-MERGER. Each statement, representation, warranty, indemnity, covenant, agreement, and provision in this Agreement shall not merge in, but shall survive the Closing of

the transaction contemplated by this Agreement unless a different period is expressly provided for in this Agreement.

11.2. DEFAULT AND ATTORNEYS' FEES.

11.2.1. DEFAULT BY BUYER. In the event Closing does not occur due to default by Buyer, Seller's sole and exclusive remedy shall be to terminate this Agreement and retain the Deposit as liquidated damages. Buyer expressly agrees that the retention of the Deposit by Seller represents a reasonable estimation of the damages in the event of Buyer's default, that actual damages may be difficult to ascertain and that this provision does not constitute a penalty. Buyer and Seller acknowledge and agree that these damages have been specifically negotiated and are to compensate Seller for taking the Property off the market and for its costs and expenses associated with this Agreement.

11.2.2. DEFAULT BY SELLER. In the event Closing does not occur due to default of Seller, Buyer's sole and exclusive remedy shall be to terminate this Agreement and receive a refund of the Deposit.

11.2.3. ATTORNEY'S FEES. In any action to enforce this Agreement, each Party shall bear its own attorney's fees and costs.

11.3. TIME.

11.3.1. TIME IS OF THE ESSENCE. Time is of the essence in the performance of this Agreement.

11.3.2. COMPUTATION OF TIME. Any reference to "day" in this Agreement shall refer to a calendar day, which is every day of the year. Any reference to business day in this Agreement shall mean any calendar day that is not a "Legal Holiday." A Legal Holiday under this Agreement is a Saturday, Sunday, or legal holiday as defined in RCW 1.16.050. Any period of time in this Agreement shall mean Pacific Time and shall begin the calendar day or business day, as the case may be, after the event starting the period and shall expire at 5:00 PM of the last calendar day or business day, as the case may be, of the specified period of time, unless with regard to calendar days the last day is a Legal Holiday, in which case the specified period of time shall expire on the next day that is not a Legal Holiday.

11.4. NOTICES. Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given upon receipt when personally delivered or sent by overnight courier or two days after deposit in the United States mail if by first class, certified or registered mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth below or at such other addresses as a Party may specify by notice to the other Party and given as provided herein. Notwithstanding the foregoing, a Party may provide notice electronically via the email addresses listed below with delivery confirmation or read receipt (or both). A Party providing electronic notice shall bear the burden to prove the date that notice was delivered.

If to Buyer: DOMINIQUE RUYBAL

PO BOX 13316
Mill Creek, WA 98082
dom@windermere.com

If to Seller: King County
King County Facility Management Division
Real Estate Services Section
401 Fifth Avenue, Suite 930
Seattle, WA 98104
Attn: Amanda Tran
atran@kingcounty.gov

With a copy to: King County Prosecuting Attorney’s Office
Civil Division
1191 2nd Ave., Suite 1700
Seattle, WA 98101
Attn: John Briggs
John.Briggs@kingcounty.gov

11.5. ENTIRE AGREEMENT AND AMENDMENT. This writing (including the Exhibits attached hereto) constitutes the entire agreement of the Parties with respect to the subject matter hereof and may not be modified or amended except by a written agreement specifically referring to this Agreement and signed by all Parties.

11.6. SEVERABILITY. In the event any portion of this Agreement shall be found to be invalid by any court of competent jurisdiction, then such holding shall not impact or affect the remaining provisions of this Agreement unless that court of competent jurisdiction rules that the principal purpose and intent of this contract should and/or must be defeated, invalidated or voided.

11.7. WAIVER. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the Party giving such waiver and no such waiver shall be deemed a waiver of any prior or subsequent breach or default.

11.8. BINDING EFFECT. Subject to Section 11.14 below, this Agreement shall be binding upon and inure to the benefit of each Party, its successors and assigns.

11.9. LEGAL RELATIONSHIP. The Parties to this Agreement execute and implement this Agreement solely as Seller and Buyer. No partnership, joint venture, or joint undertaking shall be construed from this Agreement.

11.10. CAPTIONS. The captions of any articles, paragraphs, or sections contained herein are for purposes of convenience only and are not intended to define or limit the contents of said articles, paragraphs, or sections.

11.11. COOPERATION. Prior to and after Closing the Parties shall cooperate, shall take

such further action and shall execute and deliver further documents as may be reasonably requested by the other Party in order to carry out the provisions and purposes of this Agreement.

11.12. GOVERNING LAW AND VENUE. This Agreement and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and to be performed therein, without giving effect to its conflicts of law rules or choice of law provisions. If either Party brings a lawsuit related to or arising out of this Agreement, the Superior Court of King County, Washington shall have exclusive jurisdiction and venue.

11.13. NO THIRD-PARTY BENEFICIARIES. This Agreement is made only to and for the benefit of the Parties and shall not create any rights in any other person or entity.

11.14. ASSIGNMENT. Buyer shall not assign this Agreement or any rights hereunder without Seller’s prior written consent.

11.15. NEGOTIATION AND CONSTRUCTION. This Agreement and each of its terms and provisions are deemed to have been explicitly negotiated between the Parties and shall not be construed as if it has been prepared by one of the Parties, but rather as if both Parties had jointly prepared it. The language in all parts of this Agreement will, in all cases, be construed according to its fair meaning and not strictly for or against either Party. The Parties acknowledge and represent, as an express term of this Agreement, that they have had the opportunity to obtain and utilize legal review of the terms and conditions outlined in this Agreement. Each Party shall be and is separately responsible for payment of any legal services rendered on their behalf regarding legal review of this Agreement.

11.16. SELLER’S KNOWLEDGE. Any and all representations or warranties or other provisions in this Agreement that are conditioned on terms such as “to Seller’s knowledge” or “about which Seller has knowledge” are made to and limited by the present, actual knowledge of Amanda Tran, who is an employee of King County, and is a Real Property Agent of the Real Estate Services Section of the Facilities Management Division of the Department of Executive Services. Amanda Tran has made no inquiries or investigations with respect to Seller’s representations or warranties or other provisions prior to the making thereof and has no duty to undertake the same.

11.17. INDEMNIFICATION TITLE 51 WAIVER. The indemnification provisions in Sections 3.3.4 and 5.1.2 of this Agreement are specifically and expressly intended to constitute a waiver of the Buyer’s immunity under Washington’s Industrial Insurance Act, RCW Title 51, as respects the Seller only, and only to the extent necessary to provide the Seller with a full and complete indemnity of claims made by the Buyer’s employees. The Parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

11.18. COUNTERPARTS. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each Party, or that the signature of all persons required to bind any Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a

single counterpart containing the respective signatures of, or on behalf of, each Party hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter may be attached to another counterpart identical thereto except having attached to it additional signature pages.

11.19. EXHIBITS. The following exhibits described herein and attached hereto are fully incorporated into this Agreement by this reference:

EXHIBIT A	Legal Description
EXHIBIT B	Bargain and Sale Deed
EXHIBIT C	Bill of Sale and Assignment
EXHIBIT D	Certificate of Non-Foreign Status

[SIGNATURES ON THE NEXT PAGE]

EXECUTED on the dates set forth below.

SELLER: KING COUNTY

By: ^{DocuSigned by:} Drew Zimmerman
C8D5E4FCF9E8468...

Name: Drew Zimmerman

Title: Acting Director,
Facilities Management Division

Date: 9/5/2025

BUYER: DOMINIQUE RUYBAL

By: ^{AuthentiSIGN} Dominique Ruybal

Name: Dominique Ruybal

Date: 08/25/2025

APPROVED AS TO FORM:

By: ^{Signed by:} John Briggs
Senior Deputy Prosecuting Attorney

EXHIBIT A.

LEGAL DESCRIPTION

That portion of the following described property lying southerly of N.E. 171st Street:

The West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 10,
Township 26 North, Range 5 East, W. M., in King County, Washington.

TAX PARCEL NUMBER: 102605-9172

EXHIBIT B.

BARGAIN AND SALE DEED

AFTER RECORDING RETURN TO:
DOMINIQUE RUYBAL/JANOFKY LIVING TRUST
PO BOX 13316
Mill Creek, WA 98082

BARGAIN AND SALE DEED

Grantor -- King County, Washington
Grantee -- DOMINIQUE RUYBAL
Legal - - - PTN W 1/2 SE 1/4 NE 1/4 SW 1/4 10-26-05
Tax Acct. - 102605-9172-07

The Grantor, KING COUNTY, a home rule charter county and political subdivision of the State of Washington, for \$10.00 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, pursuant to King County Ordinance No. _____, does hereby bargain, sell, and convey unto the Grantee, DOMINIQUE RUYBAL, the following real property situated in King County, Washington and described in EXHIBIT A, attached hereto and incorporated herein by this reference, subject to the permitted exceptions set forth in EXHIBIT A.

GRANTOR
KING COUNTY

GRANTEE
DOMINIQUE RUYBAL

BY: _____

BY: _____

TITLE: Director, Facilities Management Division

DATE: _____

DATE: _____

Approved as to Form:

By _____
Senior Deputy Prosecuting Attorney

NOTARY BLOCKS APPEAR ON NEXT PAGE

NOTARY BLOCK FOR KING COUNTY

STATE OF WASHINGTON)

) SS

COUNTY OF KING)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DREW ZIMMERMAN, to me known to be the Acting Director of the Facilities Management Division of the King County Department of Executive Services, and who executed the foregoing instrument and acknowledged to me that HE was authorized to execute said instrument on behalf of KING COUNTY for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington, residing

Printed Name

at _____
City and State

My appointment expires _____

NOTARY BLOCK FOR DOMINIQUE RUYBAL/JANOSFKY LIVING TRUST

STATE OF WASHINGTON)

) SS

COUNTY OF KING)

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the _____, who executed the foregoing instrument and acknowledged to me that SHE or HE was authorized to execute said instrument on behalf of the _____ for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the
State of Washington, residing

Printed Name

at _____
City and State

My appointment expires _____

EXHIBIT A
TO BARGAIN AND SALE DEED

LEGAL DESCRIPTION

That portion of the following described property lying southerly of N.E. 171st Street:

The West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 10,
Township 26 North, Range 5 East, W. M., in King County, Washington.

TAX PARCEL NUMBER: 102605-9172

EXCEPTIONS TO TITLE

SUBJECT TO: [permitted exceptions will be determined in accordance with the process
identified in Article 4 of the Agreement and inserted in the final deed].

EXHIBIT C.

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE is made as of this _____ day of _____, 2025, by KING COUNTY, a political subdivision of the State of Washington (“**Seller**”), in favor of DOMINIQUE RUYBAL (“**Buyer**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Seller does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to Buyer all of Seller’s right, title and interest in and to any and all equipment, furniture, furnishings, fixtures and other tangible personal property owned by Seller that is attached, appurtenant to or used in connection with the real property legally described on the attached Exhibit A.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first above written.

SELLER:

By: _____
Name: Drew Zimmerman
Title: Acting Director,
Facilities Management Division

EXHIBIT A
TO BILL OF SALE

LEGAL DESCRIPTION

That portion of the following described property lying southerly of N.E. 171st Street:

The West 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 10,
Township 26 North, Range 5 East, W. M., in King County, Washington.

TAX PARCEL NUMBER: 102605-9172

EXHIBIT D.

**Seller's Certification of Non-Foreign Status under
Foreign Investment in Real Property Tax Act (26 U.S.C. 1445)**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by King County ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii);
3. Transferor's U.S. employer identification number is 91-6001327;
4. Transferor's office address is King County Facilities Management Division, Real Estate Services Section, Room 800 King County Administration Building, 500 Fourth Avenue, Seattle, WA 98104.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

Dated this ___ day of _____, 2025.

King County, Transferor:

By: _____
Name: Drew Zimmerman
Title: Acting Director,
Facilities Management Division

**FIRST AMENDMENT TO
REAL ESTATE PURCHASE AND SALE AGREEMENT**

The undersigned parties, **KING COUNTY**, a home rule charter county and political subdivision of the State of Washington (the “**Seller**”), and **DOMINIQUE RUYBAL** (the “**Buyer**”), hereby agree to amend that certain Real Estate Purchase and Sale Agreement between the Parties for the Real Property located on NE 140th Avenue, King County, State of Washington, known as King County tax assessor’s parcel no. 102605-9172 (the “**Agreement**”), with an Effective Date of September 5, 2025. This “**First Amendment**” shall be effective as of the date it has been fully executed by both Parties.

RECITALS

A. Buyer and Seller are Parties to the Agreement by which Seller has agreed to sell and Buyer to purchase that certain real property located on NE 140th Avenue, King County, State of Washington, known as King County tax assessor’s parcel no. 102605-9172, the legal descriptions of which are attached as Exhibit A to the Agreement (the “Property”).

B. Per Section 5.4 of the Agreement, the Council Approval Period ends one hundred twenty (120) days after the Effective Date. The Parties now desire to extend the Council Approval Period.

C. The Parties desire to amend the Agreement pursuant to the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

1. The Agreement is hereby amended by striking the second sentence of **Section 5.4. METROPOLITAN KING COUNTY COUNCIL APPROVAL CONTINGENCY**, and replacing it with the following sentence:

The Council Approval Contingency will be satisfied if an ordinance passed by the Metropolitan King County Council approving the conveyance of the Property becomes effective within two hundred thirty eight (238) days of the Effective Date (“Council Approval Period”).

2. Unless otherwise modified herein, all other terms and conditions of the Agreement remain in full force and effect as if fully set forth herein. All capitalized terms used herein and not otherwise defined shall remain as set forth in the Agreement.

3. This First Amendment may be executed in one or more counterparts, each of which shall be deemed original, and all of which together shall constitute one and the same instrument. The signatures to this First Amendment may be executed on separate pages and when attached to this First Amendment shall constitute one complete document. For purposes of this First Amendment, a signature by facsimile or electronic signature on a portable document format (PDF) or other electronic counterpart shall be fully binding as though it was an original signature.

EXECUTED on the dates set forth below.

SELLER: KING COUNTY

BUYER: DOMINIQUE RUYBAL

Signed by:
By: *Lisa K. Pearson*
C49A61EB98E1418...

Authentisign
By: *Dominique Ruybal*

Name: Lisa K. Pearson

Name: Dominique Ruybal

Title: Director,
Facilities Management Division

Date: 02/04/2026

Date: 2/9/2026

APPROVED AS TO FORM:

Signed by:
By: *Dan Carw*
Senior Deputy Prosecuting Attorney



King County

**Metropolitan King County Council
Budget and Fiscal Management Committee**

REVISED STAFF REPORT

Agenda Item:	8	Name:	Nick Bowman
Proposed No.:	2026-0026	Date:	March 25, 2026

COMMITTEE ACTION

Proposed Substitute Ordinance 2026-0026.2 approving the sale of surplus property in unincorporated King County passed out of committee on March 25, 2026, with a “Do Pass” recommendation. The Proposed Ordinance was amended in committee with Amendment 1 to delete the transmitted Attachment A, which did not include a signed amendment to the Purchase and Sale Agreement extending the council contingency period, and replace it with a new Attachment A, a complete Purchase and Sale Agreement including the necessary amendment.

SUBJECT

AN ORDINANCE relating to the sale of the surplus property located at XXX NE 140th Avenue in unincorporated King County south of the City of Woodinville.

SUMMARY

Proposed Ordinance 2026-0026 would approve the sale of a 16,230 square feet of vacant, surplus property located in unincorporated King County, in Council District 3, for \$377,000. According to the Executive, the property was purchased by the Road Services Division in 1992 and has not been used.

The Facilities Management Division (FMD) declared the parcel surplus to County needs on October 16, 2024. Selling the property to a private individual would provide one-time revenue to Roads and relieve the County of approximately \$19 in annual fees and assessments.

BACKGROUND

The 16,230 square feet parcel (Assessor Parcel #1026059172) was purchased by the Road Services Division of the Department of Local Services (Roads) in 1992 but was never used. The vacant and undeveloped property is located in unincorporated King

County but borders the City of Woodinville on NE 140th Avenue. The property is outside of the urban growth area boundary.

The property is zoned RA-2.5-SO (rural area, 1 dwelling unit per 2.5 acres, with Special District Overlay). The RA zone allows a limited range of uses that are compatible with rural character. The property is subject to special district overlay SO-120 which establishes development standards for residential subdivisions to serve as a buffer between agricultural production and residential land uses.¹ Any future development on the property would be subject to review and approval by the Department of Local Services.

ANALYSIS

Proposed Ordinance 2026-0026 would approve the sale of surplus land located in unincorporated King County south of the City of Woodinville for \$377,000 to an adjacent property owner. The agreed upon purchase price of \$377,000 is based on the sales comparison of similar properties.

All surplus property sales must abide by the requirements outlined in King County Code Section 4.56. The table below provides the requirements, the reference to King County Code, and the outcome or status of each requirement.

Surplus Property Sale Requirements			
No.	Requirement	KCC Reference	Outcome/Status
1	FMD appraisal of parcel	n/a	The property was appraised on February 2, 2025 by Integra Realty Resources and assigned a value of \$375,000.
2	Road Services Division surplus declaration	4.56.070	The Road Services Division declared the property surplus to its needs on September 11, 2024
3	FMD offer of parcel to other County agencies	4.56.070	FMD offered the property to other County agencies on October 16, 2024, and received no interest.
4	Determine if property is suitable for affordable housing	4.56.070.C.1	Property is outside the UGA and therefore not suitable for affordable housing purposes according to the King County Code.
5	Final surplus declaration	4.56.070	FMD declared the parcel surplus to County needs on March 24, 2025
6	Notice of public sale, bid, or auction.	4.56.100	In accordance with KCC 4.56.100.A.4, the sale of this parcel was listed with a Multiple Listing Service (MLS).
7	Purchase and Sale Agreement	n/a	The Purchase and Sale Agreement (PSA) was executed on September 5, 2025

¹ For further details on the Agricultural Production Buffer Special District Overlay see KCC 21A.38.130.

Surplus Property Sale Requirements			
No.	Requirement	KCC Reference	Outcome/Status
8	Council Approval	4.56.080	If the value of surplus property exceeds \$100,000, Council approval of the sale is required. Therefore, under the terms of the PSA, the sale is contingent on approval by ordinance by the Council by March 4, 2026, which includes an additional 60-day extension.
9	Disposition of Sale Proceeds	4.56.130	If approved by the Council, the sale proceeds would be disbursed first to DES/FMD Real Estate Services (RES) for work associated with the sale of the surplus property, and the remaining funds will be deposited in the Roads Operating Fund.

The transmitted Purchase and Sales Agreement (attachment A to the proposed ordinance) did not include a signed amendment, the effect of which extends the Council contingency period until June 30, 2026. Without this amendment the Council contingency period included in the transmitted PSA would have already lapsed.

AMENDMENT

Amendment 1 would delete the transmitted Attachment A, the Purchase and Sale Agreement, and replace it with a new Attachment A, a complete Purchase and Sale Agreement that includes the signed 1st amendment extending the Council contingency period to June 30, 2026.



Signature Report

Ordinance

Proposed No. 2026-0036.1

Sponsors Dembowski

1 AN ORDINANCE authorizing the King County executive
2 to enter into an agreement with the Washington state
3 Department of Commerce Public Works Board for loan
4 financing for a wastewater capital project.

5 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

6 SECTION 1. Findings:

7 A. The Washington state Department of Commerce Public Works Board has
8 awarded the department of natural resources and parks \$10,000,000 in a Public Works
9 Board loan for the construction phase of a project for the Public Works Board fiscal year
10 2026 cycle.

11 B. The low-interest loan will save King County ratepayers \$15,282,231 in
12 interest payments over twenty years, which is \$4,635,351 net present value as compared
13 to conventional bond financing.

14 C. The loan will assist in financing the construction phase of the West Point
15 Treatment Plant Raw Sewage Pump Replacement project that is part of King County's
16 wastewater capital improvement program.

17 SECTION 2. A. The King County executive or the executive's designee is
18 hereby authorized to enter into an agreement with the Washington state Department of
19 Commerce's Public Works Board for loan financing of capital costs associated with the

20 construction activities of the West Point Treatment Plant Raw Sewage Pump

21 Replacement project.

22 B. The maximum principal loan amount shall be \$10,000,000.

23 C. The twenty-year loan agreement shall have an annual interest rate of 2.12

24 percent.

25 D. The loan agreement shall be substantially in the form of Attachment A to this
26 ordinance.

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. Contract Face Sheet Contract Number PC26-96410-010, Public Works Board
Construction Loan Contract

AGREEMENT FACE SHEET

Agreement Number: PC26-96410-010

PUBLIC WORKS BOARD
CONSTRUCTION FUNDING AGREEMENT

Form with multiple sections: 1. Contractor (King County), 2. Contractor Doing Business As (optional), 3. Contractor Representative (Steve Baruso), 4. Public Works Board Representative (Tammy Mastro), 5. Agreement Amount (\$10,000,000), 6. Funding Source (State), 7. Agreement Start Date, 8. Agreement End Date (June 1, 2046), 9. Federal Funds, 10. Tax ID #, 11. SWV #, 12. UBI #, 13. UEI #, 14. Agreement Purpose, 15. Acceptance of Agreement Terms and Conditions, and signature lines for Contractor and Public Works Board.

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DECLARATIONS

CLIENT INFORMATION

Legal Name: King County
Agreement Number: PC26-96410-010

PROJECT INFORMATION

Project Title: WPTP Raw Sewage Pump Replacement
Project City: Seattle
Project State: Washington
Project Zip Code: 98199

FUNDING INFORMATION

LOAN FUNDING:

Loan Amount: \$10,000,000
Loan Term: 20 years
Interest Rate: 2.12%
Payment Month: June 1st

GRANT FUNDING:

Grant Amount: 0
% of Funding as Grant: 0

PROJECT TOTALS:

Total PWB Funding: \$10,000,000
Total Estimated Cost: \$215,744,529
Anticipated Construction Start Date: 07/2024
Earliest Date for Cost Reimbursement: 10/3/2025
Time of Performance: 60 months from Execution Date of this Agreement to Project Completion

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

The Contractor Representative and Public Works Board Representative, or their designees or successors, will have check-in meetings approximately once per quarter from the Agreement Execution Date through the Time of Performance, or as the Public Works Board Representative deems necessary. Other parties may attend.

LOAN SECURITY CONDITION GOVERNING THIS AGREEMENT

This loan is a revenue obligation of the CONTRACTOR payable solely from the net revenue of the PC26-96410-010 system. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, "net revenue" means gross revenue minus expenses of maintenance and operations. The BOARD grants the CONTRACTOR the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan agreement.

SCOPE OF WORK

This project will replace the existing four engine driven raw sewage pumps located in the 704 Raw Sewage Pump (RSP) Building with four larger capacity variable speed motor driven pumps.

The project must meet all applicable Local, State, and/or Federal standards.

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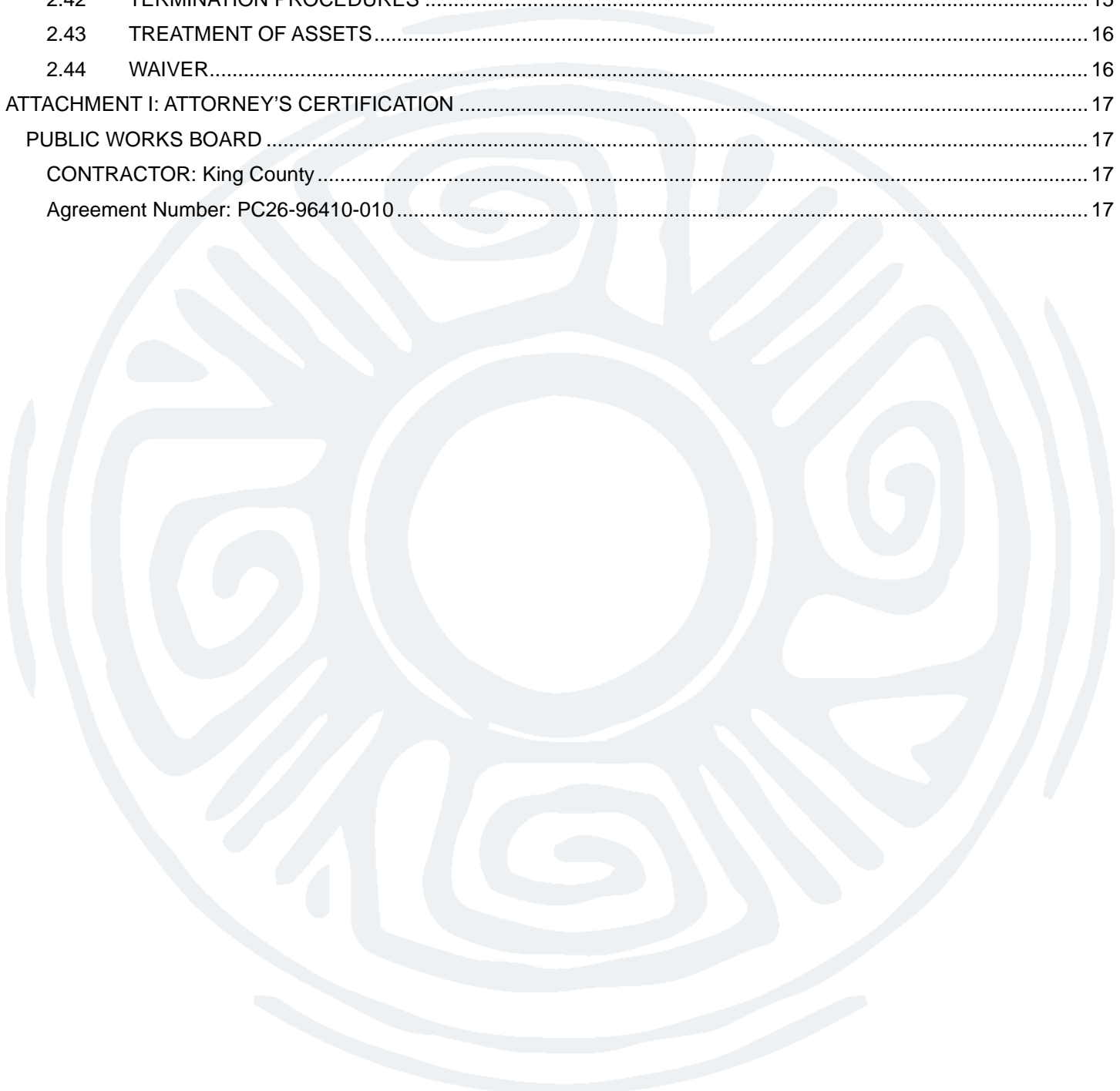
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AGREEMENT TERMS AND CONDITIONS

PUBLIC WORKS BOARD CONSTRUCTION FUNDING PROGRAM

SECTION 1: SPECIAL TERMS AND CONDITIONS

1.1 Definitions

As used throughout this Construction Funding Agreement the following terms shall have the meaning set forth below:

- A. "The BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and who is a Party to the Agreement
- B. "Agreement" shall mean this Construction Funding Agreement.
- C. "Contractor" shall mean the local government identified on the Agreement Face Sheet receiving funding to complete the project described in the **SCOPE OF WORK** described in this Agreement and who is a Party to the Agreement, and shall include all employees and agents of the Contractor.
- D. "Declarations " and "Declared" shall refer to the project information, loan terms and conditions as stated on the Declarations Page of this Funding Agreement, displayed within the Agreement in **THIS STYLE** for easier identification.
- E. The Traditional Program Policy Handbook shall mean the handbook found at the PWB Traditional Financing Webpage and available upon request as PDF.

1.2 Authority

Acting under the authority of RCW 43.155, the BOARD has awarded the Contractor Public Works Board construction funding for an approved public works project.

1.3 Purpose

The BOARD and the Contractor have entered into this Agreement to provide funds to enable the Contractor to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Program. The project will be undertaken by the Contractor and will include the activities described in the **SCOPE OF WORK** shown on the Declarations page. The project must be undertaken in accordance with the Agreement terms and conditions, and all applicable federal, state and local laws and ordinances, which are incorporated by reference.

1.4 Order of Precedence

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable federal, state of Washington statutes and regulations.
- B. Special Terms and Conditions including attachments.
- C. General Terms and Conditions.

1.5 Total Award, Rate and Term of Loan

The BOARD shall fund the Contractor a sum not to exceed the **AGREEMENT AMOUNT** shown on the Agreement Face Sheet, which shall be the sum of the **LOAN AMOUNT** and the **GRANT AMOUNT** shown on the Agreement Declarations Page, to complete the **SCOPE OF WORK**.

If the Contractor is awarded a loan, the interest rate shall be the declared **INTEREST RATE** per annum on the outstanding principal balance. The length of the loan shall not exceed the declared **LOAN TERM** in years, with the final payment due by the **AGREEMENT END DATE** as shown on the Agreement Face Sheet.

If the Contractor is awarded a grant, any grant funding shall be spent from the award proportionally to the **% OF FUNDING AS GRANT**. The percent of grant funding shall not be changed at project completion regardless of the actual cost of the project and the Affordability Index or other measure of financial hardship.

1.6 Repayment and Loan Security

If the Agreement includes loan funding, loan repayment installments are due on the day and month identified under the term: **PAYMENT MONTH** on the Declarations Page. Payments are due each year during the term of the loan beginning one year from the date of Agreement execution. Interest only will be charged for this payment if a warrant is issued prior to this date. All subsequent payments shall consist of principal and accrued interest due on the specified **PAYMENT MONTH** date of each year during the remaining term of the loan.

Loan Security payments shall be made as stated on the attached Declarations page and identified as **LOAN SECURITY**.

Repayment of a loan under this Agreement shall include the declared **INTEREST RATE** per annum based on a three hundred and sixty (360) day year of twelve (12) thirty (30) day months. Interest will begin to accrue from the date each warrant is issued to the Contractor. The final payment shall be on or before the **AGREEMENT END DATE** shown on the Agreement Face Sheet, of an amount sufficient to bring the loan balance to zero.

In the event that the BOARD approves the Contractor's request for a deferral as outlined in Section 1.19, then the first loan repayment is due sixty (60) months after Agreement execution. Interest accrues for the sixty (60) months after Agreement execution. The accrued interest only will be charged for this payment if a warrant is issued prior to this date. Interest and principal payments are due on the declared **PAYMENT MONTH** date of each year during the remaining term of the loan. The Contractor has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The Contractor will repay the loan in accordance with the preceding conditions through the use of electronic funds transfer, a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.7 Default in Repayment

If the funding under this Agreement constitutes a loan, repayments shall be made on the loan in accordance with Section 1.6 of this Agreement. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1st) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project completion if the repayment of loan funds in excess of eligible costs are not repaid at the time of the Project Completion Amendment is executed, as provided for in Section 1.20.

The Contractor acknowledges and agrees to the BOARD's right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the Contractor of such delinquency.

The Contractor shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

1.8 Recapture

In addition to the recapture provisions in Section 2.31, the right to recapture shall exist for a period not to exceed six (6) years following Agreement termination. In the event that the Board is required to institute legal proceedings to enforce the recapture provision, the BOARD shall be entitled to its costs, including attorney's fees.

1.9 Agreement Suspension

In the event that the Washington State Legislature fails to pass and the Governor does not authorize a Capital Budget by June 30 of each biennium, the Washington State Constitution Article 8 and RCW 43.88.130 and RCW 43.88.290 prohibit expenditures or commitments of state funds in the absence of appropriation.

In such event, all work under this Agreement will be suspended effective July 1. The Contractor shall immediately suspend work under this Agreement and take all reasonable steps necessary to minimize the cost of performance directly attributable to such suspension until the suspension is cancelled.

The BOARD shall notify the Contractor immediately upon lifting of the Agreement suspension.

1.10 Time of Performance

No later than sixty (60) months after the date of Agreement execution the Contractor must reach project completion of the **SCOPE OF WORK**.

Failure to meet Time of Performance shall constitute default of this Agreement. In the event of extenuating circumstances, the Contractor may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may extend the deadline.

The term of this Agreement shall be for the entire term of any loan provided under this Agreement, regardless of actual project completion, unless terminated sooner as provided herein.

1.11 Eligible Project Costs

The Eligible project costs must consist of expenditures eligible under Washington Administrative Code (WAC) 399-30-030, be related only to project activities described in the declared **SCOPE OF WORK** and documented according to the requirements set forth in the Traditional Program Policy Handbook. Eligible costs for reimbursement shall be construed to mean expenditures incurred and paid, or incurred and payable within thirty (30) days of the reimbursement request. Only costs that have been incurred on or after **EARLIEST DATE FOR COST REIMBURSEMENT** shown in the Declarations are eligible for reimbursement under this Agreement.

The Contractor assures compliance with WAC 399-30-030, which identifies eligible costs for projects assisted with BOARD funding.

These terms supersede the terms in Section 2.2 Allowable Costs.

1.12 Reimbursement Procedures and Payment

If funding or appropriation is not available at the time the invoice is submitted, or when this Agreement is executed, the issuance of warrants will be delayed or suspended until such time as funds or appropriation become available. Therefore, subject to the availability of funds, warrants shall be issued to the Contractor for reimbursement of allowable expenses incurred by the Contractor while undertaking and administering approved project activities in accordance with the declared **SCOPE OF WORK**.

The Contractor shall submit all Invoice Vouchers ("A-19s" or "A19s") and all required documentation per guidance in the BOARD Traditional Program Policy Handbook, which is incorporated by reference.

The BOARD shall reimburse the Contractor for eligible project expenditures up to the maximum funding amount under this Agreement, as identified in Section 1.11. When requesting reimbursement for costs incurred, the Contractor shall submit all Invoice Vouchers and any required documentation electronically through the Department of Commerce's

(COMMERCE) Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal, or its successor. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal.

Requests for reimbursements for costs related to **construction** activities will not be accepted until the Contractor provides:

- Proof of compliance with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act, as described in Section 1.13, and
- Signed Public Works Board Notice of Contract Award and Notice to Proceed, which follows the formal award of a construction contract.

If the Contractor receives funding in the form of both a grant and a loan, the Contractor shall bill to the loan and grant proportionally until and if funds are exhausted.

The BOARD will pay the Contractor upon acceptance of the work performed and receipt of properly completed invoices. Invoices shall be submitted to the BOARD at least quarterly, as appropriate.

Payment shall be considered timely if made by the BOARD within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent by means of an electronic funds transfer or to the address designated by the Contractor.

The BOARD may, at its sole discretion, terminate the Agreement or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the BOARD.

BOARD shall not release the final five (5) percent of the total funding amount until acceptance by BOARD of project completion report.

Duplication of Billed Costs. If the Contractor is entitled to payment or has been or will be paid by another source for an eligible project cost, then the Contractor shall not be reimbursed by the BOARD for that cost.

Disallowed Costs. The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

In no event shall the total Public Works funding exceed 100% of the eligible actual project costs. At the time of project completion, the Contractor shall submit to the BOARD a Project Completion Amendment certifying the total actual project costs, other funding, and local share. The final BOARD funding disbursement shall bring the total funding to the lesser of 100% of the eligible project costs or the total declared funding under this Agreement. The Project Completion Amendment shall serve as an amendment to this Agreement determining the final loan and grant amounts, loan term, and interest rate.

In the event that the final costs identified in the Certified Project Completion Report indicate that the Contractor has received BOARD monies in excess of 100.00% of eligible costs, all funds in excess of 100.00% shall be repaid to the BOARD by payment to the Department of Commerce, or its successor, prior to the execution of the Project Completion Amendment.

1.13 Historical and Cultural Resources

Prior to approval and disbursement of any funds awarded under this Agreement related to any land acquisition, demolition, construction, or other ground-disturbing activities, the Contractor shall cooperate with the BOARD to complete the requirements of Governor's Executive Order 21-02 or the Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless the BOARD and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Agreement.

In addition to the requirements set forth in this Agreement, the Contractor shall, in accordance with Governor's Executive Order 21-02 as applicable, coordinate with the BOARD and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommendation consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by the Project. Contractor agrees

to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Agreement.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memoranda of agreement, if historical or cultural artifacts found during the construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the BOARD Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Agreement shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in the Agreement, the Contractor agrees to comply with the following laws and regulations:

- RCW 27.44 regarding Indian Graves and Records
- RCW 27.53 regarding Archaeological Sites and Resources
- RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves
- WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02. The Contractor shall not proceed with any land acquisition, demolition, construction, or other ground-disturbing activities until the BOARD certifies completion of Governor's Executive Order 21-02 or adopts the completion of the requirements of Section 106 of the National Historic Preservation Act.

In the event that the Contractor finds it necessary to amend the **SCOPE OF WORK** of the Agreement, the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act.

1.14 Project Signs

If the Contractor displays, during the period covered by this Agreement, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Board as a participant in the project. Public Works Board logo files are available upon request.

1.15 Competitive Bidding Requirements

The Contractor shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Program.

1.16 Sub-Contractor Data Collection

Contractor will submit reports, in a form and format to be provided by the BOARD and at intervals as agreed by the parties, regarding work under this Agreement performed by sub-contractors and the portion of the Agreement funds expended for work performed by sub-contractors, including but not necessarily limited to minority-owned, women-owned, and veteran-owned business sub-contractors. "Sub-Contractors" shall mean sub-contractors of any tier.

1.17 Reports

The Contractor shall furnish the BOARD with:

- A. Project progress reports per guidance in the BOARD's Traditional Program Policy Handbook;
- B. Quarterly Reports;
- C. Certified Project Completion Report at project completion as described in Section 1.20;

- D. Pictures and short videos of various stages of the project, and
- E. Other reports as the BOARD may require.

1.18 Investment Grade Efficiency Audit

For projects involving repair, replacement, or improvement of a wastewater treatment plant, or other public works facility for which an investment grade audit is obtainable, the Contractor must undertake an investment grade efficiency audit. Costs incurred as part of the investment grade audit are eligible project costs.

1.19 5-year Deferral for Start-up Systems

If the project financed by this Agreement is to develop a system to deliver previously unavailable services, and revenue from those services is to repay the loan, the new system is eligible for a deferral of loan payments for sixty (60) months after the Agreement execution date. The Contractor may provide a written request to the BOARD requesting a 5-year deferral for an eligible system. The BOARD may approve the deferral request.

Interest accrues for the aforementioned sixty (60) months. The accrued interest only payment is due June 1 of the 6th year of the loan term. Interest and principal payments are due on June 1 of the 7th year of the loan term.

1.20 Certified Project Completion Report and Project Completion Amendment

The Contractor shall complete a Certified Project Completion Report when all activities identified in the **SCOPE OF WORK** are complete as defined by the BOARD's Project Completion and Holdback Policy. The BOARD will supply the Contractor with the Certified Project Completion Report form, which shall include:

- A. A certified statement that the project, as described in the declared **SCOPE OF WORK**, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the **SCOPE OF WORK**.
- C. Certification that all costs associated with the project have been incurred and have been accounted for. Costs are incurred when goods and services are received and/or Agreement work is performed.
- D. Pictures of Completed Project.

The Contractor will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the total funding amount. The final Invoice Voucher payment shall not occur prior to the completion of all project activities identified in the **SCOPE OF WORK** and the BOARD's receipt and acceptance of the Certified Project Completion Report.

The Project Completion Amendment shall serve as an amendment to this Agreement determining the final loan amount, grant amount (if applicable), loan term, and interest rate.

1.21 Performance Incentives

Timely Draws Incentive

The Contractor may receive up to a 0.10% reduction in their interest rate if:

- The Contractor's first draw from the funds is within six (6) months of the date of Agreement execution, AND
- The Contractor draws funds approximately monthly after the first draw until the Contractor reaches 5% of the total funding amount remaining or the Contractor's final payment to their general construction contractor of retainage, whichever comes first.

Construction Completion Incentives

The Contractor shall complete the project no later than sixty (60) months after the date of Agreement execution.

Should the Contractor submit the Certified Project Completion Report within forty-eight (48) months of the date of Agreement execution, the Contractor may choose one of the two following incentives upon project completion:

- **Option A:** The repayment period will be increased by twenty-four (24) months, not to exceed the life of the asset,
OR:
- **Option B:** The interest rate will be decreased by one-quarter of one percent (0.25%).

Should the Contractor submit the Certified Project Completion Report within thirty-six (36) months of the date of Agreement execution, the Contractor may choose one of the following two incentives upon project completion:

- **Option C:** The repayment period will be increased by sixty (60) months, not to exceed the life of the asset,
OR:
- **Option D:** The interest rate will be decreased by up to one-half of one percent (0.50%).

Pursuant to the BOARD's Performance Incentives policy, the Contractor shall only be eligible for performance incentives C or D if the Project's Notice to Proceed date is no more than three (3) months after the **ANTICIPATED CONSTRUCTION START DATE** identified on the Declarations page of this Agreement.

Once an eligible option is selected, the Agreement shall be modified to note the appropriate change and no further adjustment to the Agreement for Performance Incentives shall be authorized. Irrespective of the performance incentive(s) applied, at no point in time shall the loan interest rate be less than 0.25%.

The calculation of any interest rate and term adjustments will apply to the remaining payments beginning from the date the Project Completion Amendment is executed.

1.22 Termination for Cause

If the Contractor fails to comply with the terms of this Agreement, or fails to use the funds only for those activities identified in the **SCOPE OF WORK**, the BOARD may terminate the Agreement in whole or in part at any time. The BOARD shall notify the Contractor in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of a loan.

These terms supersede the terms in Section 2.40 Termination for Cause/Suspension.

1.23 Termination for Convenience

Notwithstanding anything in Section 2.41 Termination for Convenience, the BOARD may suspend or terminate this Agreement in the event that funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD's obligations under this Agreement. Termination will be effective when the BOARD sends written notice of termination to the Contractor. Nothing in this section shall affect the Contractor's obligation to repay the unpaid balance of the loan.

SECTION 2: GENERAL TERMS AND CONDITIONS

2.1 DEFINITIONS

As used throughout this Agreement, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Public Works Board Chair and/or the designee authorized in writing to act on the Chair's behalf.
- B. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Agreement, and shall include all employees and agents of the Contractor.
- C. "BOARD" shall mean the Washington State Public Works Board created in Revised Code of Washington (RCW) 43.155.030, and which is a Party to the Agreement
- D. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- E. "State" shall mean the state of Washington.
- F. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Agreement under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2.2 ALLOWABLE COSTS

Costs allowable under this Agreement are actual expenditures according to an approved budget up to the maximum amount stated on the Agreement Award or Amendment Face Sheet.

2.3 ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

2.4 AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

2.5 APPROVAL

This Agreement shall be subject to the written approval of the BOARD's Authorized Representative and shall not be binding until so approved. The Agreement may be altered, amended, or waived only by a written amendment executed by both parties.

2.6 ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Contractor without prior written consent of the BOARD.

2.7 ATTORNEYS' FEES

Unless expressly permitted under another provision of the Agreement, in the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorney's fees and costs.

2.8 AUDIT

A. General Requirements

- If requested by the Board at any time during the Agreement period and six (6) years following termination of the Agreement, Contractor will obtain an audit, at its own expense.
- Contractors are to procure audit services based on the following guidelines.
- The Contractor shall maintain its records and accounts so as to facilitate the audit requirement and shall ensure that Subcontractors also maintain auditable records.
- The Contractor is responsible for any audit exceptions incurred by its own organization or that of its Subcontractors.
- The BOARD reserves the right to recover from the Contractor all disallowed costs resulting from the audit.
- Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Contractor must respond to the BOARD's request for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

- In the event an audit is required, if the Contractor is a local government entity, the Office of the State Auditor shall conduct the audit.
- Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Contractor.
- The Contractor shall include the above audit requirements in any subcontracts.
- In any case, the Contractor's financial records must be available for review by the BOARD.

2.9 CODE REQUIREMENTS

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

2.10 CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

A. "Confidential Information" as used in this section includes:

- All material provided to the Contractor by the BOARD that is designated as "confidential" by the BOARD;
- All material produced by the Contractor that is designated as "confidential" by the BOARD; and
- All personal information in the possession of the Contractor that may not be disclosed under state or federal law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Public Record Act, RCW 42.56.

B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Agreement and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the BOARD or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide the BOARD with its policies and procedures on confidentiality. The BOARD may require changes to such policies and procedures as they apply to this Agreement whenever the BOARD reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by the BOARD. Upon request, the Contractor shall

immediately return to the BOARD any Confidential Information that the BOARD reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify the BOARD within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

2.11 CONFORMANCE

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

2.12 COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Agreement shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the BOARD. The BOARD shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to the BOARD effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Agreement, but that incorporate pre-existing materials not produced under the Agreement, the Contractor hereby grants to the BOARD a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the BOARD.

The Contractor shall exert all reasonable effort to advise the BOARD, at the time of delivery of Materials furnished under this Agreement, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Agreement. The Contractor shall provide the BOARD with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Agreement. The BOARD shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

2.13 DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

2.14 DISPUTES

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Chair of the BOARD, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- provide a copy of all relevant documents or other evidence to be considered;
- state the Contractor's name, address, and Agreement number; and

- be mailed to the BOARD Chair and the other party's (respondent's) Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement, and provide a copy of all relevant documents or other evidence to be considered, to both the Chair or the Chair's designee and the requestor within five (5) working days.

The Chair or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Chair or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

2.15 DUPLICATE PAYMENT

The Contractor certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other agreement, contract, subcontract, or other source.

2.16 ETHICS/CONFLICTS OF INTEREST

In performing under this Agreement, the Contractor shall assure compliance with the Ethics in Public Service Act, RCW 42.52 and any other applicable local, state or federal law related to ethics or conflicts of interests.

2.17 GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

2.18 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, BOARD, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Agreement. "Claim," as used in this Agreement, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

The Contractor's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Contractor, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or its subcontractors, agents, or employees.

The Contractor waives its immunity under RCW 51 to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

2.19 INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this Agreement. The Contractor and its employees or agents performing under this Agreement are not employees or agents of the state of Washington or the BOARD. The Contractor will not hold itself out as or claim to be an officer or employee of the BOARD or of the state of

Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Contractor.

2.20 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with all applicable provisions of RCW 51, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the BOARD may collect from the Contractor the full amount payable to the Industrial Insurance Accident Fund. The BOARD may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the BOARD under this Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

2.21 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

2.22 LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Agreement.

2.23 LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's designee by writing (designation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement.

2.24 LOCAL PUBLIC TRANSPORTATION COORDINATION

Where applicable, Contractor shall participate in local public transportation forums and implement strategies designed to ensure access to services.

2.25 NONCOMPLIANCE WITH DISCRIMINATION LAWS

During the performance of this Agreement, the Contractor shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with Section 2.14 Disputes.

2.26 PAY EQUITY

The Contractor agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- A. Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B. Contractor may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

- a. A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
- b. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
- c. A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Agreement may be terminated by the BOARD if the BOARD, the Department of Commerce, or the Department of Enterprise Services determines that the Contractor is not in compliance with this provision.

2.27 POLITICAL ACTIVITIES

Political activity of Contractor employees and officers are limited by the State Campaign Finances and Lobbying provisions of RCW 42.17A.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

2.28 PREVAILING WAGE LAW

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, RCW 39.12, as applicable to the Project funded by this contract, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with RCW 39.12, and shall make such records available for the BOARDs review upon request.

2.29 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The funds provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Agreement provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

2.30 PUBLICITY

The Contractor agrees not to publish or use any advertising or publicity materials in which the state of Washington or the BOARD's name is mentioned, or language used from which the connection with the state of Washington's or the BOARD's name may reasonably be inferred or implied, without the prior written consent of the BOARD.

2.31 RECAPTURE

In the event that the Contractor fails to perform this Agreement in accordance with state laws, federal laws, and/or the provisions of this Agreement, the BOARD reserves the right to recapture funds, in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by the BOARD. In the alternative, the BOARD may recapture such funds from payments due under this contract.

2.32 RECORDS MANAGEMENT

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which

sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Contractor shall retain such records for a period of six years following the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally resolved.

2.33 REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Contractor shall complete registration with the Washington State Department of Revenue.

2.34 RIGHT OF INSPECTION

At no additional cost all records relating to the Contractor's performance under this Agreement shall be subject at all reasonable times to inspection, review, and audit by the BOARD, the Office of the State Auditor, and federal and state officials so authorized by law, in order to monitor and evaluate performance, compliance, and quality assurance under this Agreement. The Contractor shall provide access to its facilities for this purpose.

2.35 LOSS OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, the BOARD may terminate the Agreement under the "Termination for Convenience" clause, without the ten business day notice requirement. In lieu of termination, the Agreement may be amended to reflect the new funding limitations and conditions.

2.36 SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of law and the fundamental purpose of this Agreement and to this end the provisions of this Agreement are declared to be severable.

2.37 SUBCONTRACTING

The Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, the BOARD in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Agreement; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Agreement. The Contractor is responsible to the BOARD if the Subcontractor fails to comply with any applicable term or condition of this Agreement. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the BOARD for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that the BOARD and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

2.38 SURVIVAL

The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

2.39 TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Contractor's income or gross receipts, any other taxes, insurance or expenses for the Contractor, other than sales taxes owed for goods or services provided for this Agreement, or its staff shall be the sole responsibility of the Contractor.

2.40 TERMINATION FOR CAUSE/SUSPENSION

In the event the BOARD determines the Contractor has failed to comply with the conditions of this Agreement in a timely manner, the BOARD has the right to suspend or terminate this Agreement. Before suspending or terminating the Agreement, the BOARD shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Agreement may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law.

The BOARD reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the BOARD to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of the BOARD provided in this Agreement are not exclusive and are, in addition to any other rights and remedies, provided by law.

2.41 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement the BOARD may, with ten (10) business days written notice, beginning on the second day after the notice is sent, terminate this Agreement, in whole or in part. If this Agreement is so terminated, the BOARD shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

2.42 TERMINATION PROCEDURES

Upon termination of this contract, the BOARD, in addition to any other rights provided in this Agreement.

The rights and remedies of the BOARD provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Agreement that is not terminated;
- C. Assign to the BOARD, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the BOARD has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to the BOARD and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Agreement had been completed, would have been required to be furnished to the BOARD;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and

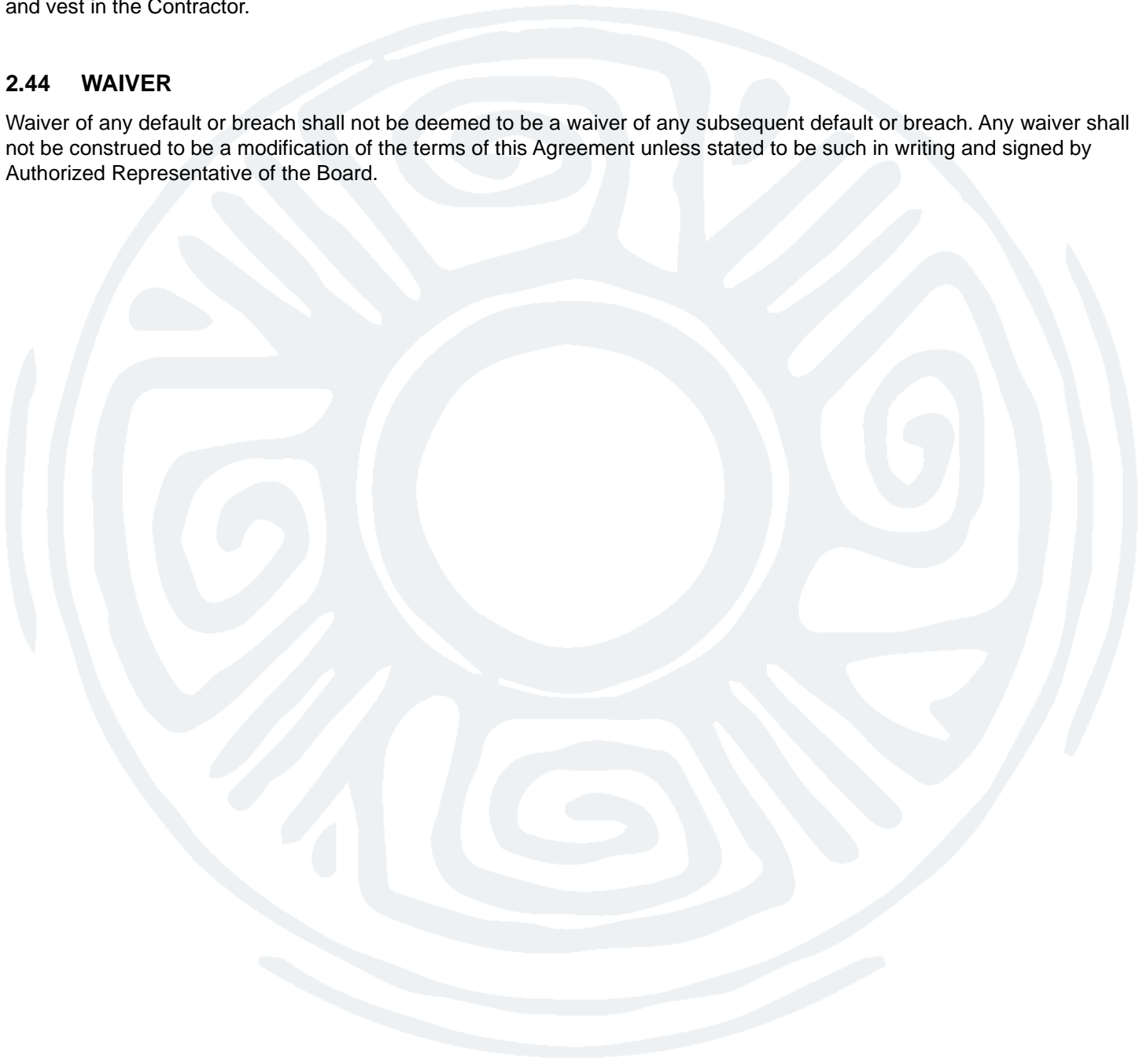
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the BOARD has or may acquire an interest.

2.43 TREATMENT OF ASSETS

Title to all property furnished by the BOARD shall remain with the BOARD. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Contractor.

2.44 WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by Authorized Representative of the Board.



ATTACHMENT I: ATTORNEY'S CERTIFICATION

PUBLIC WORKS BOARD

CONTRACTOR: King County
Agreement Number: PC26-96410-010

I, _____, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of King County (the CONTRACTOR); and

By my initials below, I acknowledge that one of the following is true:

_____ I have also examined any and all documents and records which are pertinent to the Agreement, including the application requesting this financial assistance.

_____ As to questions of fact material to the opinions expressed herein, I have relied upon the certifications and representations of the Contractor without undertaking to verify the same by independent investigation.

Based on the foregoing, it is my opinion that:

1. The CONTRACTOR is a public body, properly constituted and operating under the laws of the state of Washington, empowered to receive and expend federal, state and local funds, to enter into an Agreement with the state of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The CONTRACTOR is empowered to accept the BOARD's financial assistance and to provide for repayment of the loan as set forth in the Agreement.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the CONTRACTOR from repaying any loan extended by the BOARD with respect to such project. The CONTRACTOR is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the Agreement.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the CONTRACTOR.

Signature of Attorney

Date

Name



King County

**Metropolitan King County Council
Budget and Fiscal Management Committee**

STAFF REPORT

Agenda Item:	5	Name:	Jenny Giambattista
Proposed No.:	2026-0036	Date:	March 25, 2026

SUBJECT

An ordinance authorizing the executive to enter into a loan agreement with the Washington State Department of Commerce Public Works Board for loan financing for a Wastewater Treatment Division (WTD) capital project.

SUMMARY

Proposed Ordinance 2023-0036 would authorize the executive to enter a 20-year agreement with the Public Works Board (PWB) of the Washington State Department of Commerce for loan financing of capital costs associated with the West Point Treatment Raw Sewage Pump Replacement project. The loan agreement is in the amount of \$10,000,000 with an interest rate of 2.12 percent.

BACKGROUND

Project Description. The PWB loan would provide funding to replace the four West Point Treatment Plant Raw Sewage Pumps. This project will increase the firm¹ capacity of the plant by replacing the existing biogas driven engine pumps with higher capacity electric motor driven pumps. “Firm capacity” is a technical term. In this context it means the capacity of the pump station to meet rated maximum capacity with one of the pumps offline. It would also make seismic upgrades, complete other improvements to meet the National Fire Protection Association standards and replace the existing boiler system to maintain a stable wastewater treatment process.

The current forecasted budget for the West Point Raw Sewage Pump project is \$225.4 million for the project. The project also has the following loans: an EPA Water Infrastructure Finance and Innovation Act (WIFIA) loan \$110.3 million; Ecology State Revolving Loan for Design \$14.9 million and an anticipated Ecology State Revolving Fund Loan for Construction for \$28.6 million.

Public Works Trust Fund Loan Programs. The purpose of the Public Works Trust Fund Construction Loan Program is to help local governments address critical infrastructure needs for water, sewer, storm water, roads, bridges, and solid waste/recycling systems. The Washington State Public Works Board has administered this and other infrastructure loan programs since 1986. The Public Works Board reports executing several thousand agreements for infrastructure projects with cities, counties, special purpose districts and others.

ANALYSIS

Savings. This low interest loan agreement is estimated to save ratepayers \$15,282,231 in interest expense (\$4,635,351 net present value) as compared to 30-year conventional bond financing. The savings calculations are presented in the fiscal note that was transmitted with the legislation. The award of this loan would assist the county in its effort to control costs associated with this project.

ATTACHMENTS

1. Proposed Ordinance 2026-0036 (and its attachments)
2. Transmittal Letter
3. Fiscal Note



Signature Report

Ordinance

Proposed No. 2026-0039.1

Sponsors Dembowski

1 AN ORDINANCE relating to the real estate excise tax,
 2 number 2 fund; and amending Ordinance 12076, Section
 3 27, as amended, and K.C.C. 4A.200.590 and Ordinance
 4 10455, Sections 1, 3, 4, as amended, and K.C.C.
 5 4A.510.120.

6 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

7 SECTION 1. Ordinance 12076, Section 27, as amended, and K.C.C. 4A.200.590
 8 are hereby amended to read as follows:

- 9 A. ~~((†))~~ There is hereby created the real estate excise tax, number 2 fund.
- 10 B. The fund shall be a first tier fund. It is a capital projects fund.
- 11 C. The budget lead in the executive's office shall be the manager of the fund.
- 12 D. All receipts from K.C.C. ~~((4.32.012))~~ 4A.510.120 shall be deposited in the
 13 fund.

14 E. The fund may only be used:

- 15 1. ~~((†))~~ For the planning, construction, reconstruction, repair, rehabilitation or
 16 improvement of parks located in or providing a benefit and open to residents of the
 17 unincorporated area of King County; or

- 18 2. For the planning, acquisition, construction, reconstruction, repair,
 19 replacement, rehabilitation, or improvement of roads and bridges in the unincorporated
 20 area of King County necessary to respond to, or mitigate damages resulting from, an

21 emergency proclaimed by the county executive. The uses specified in this subsection E.2.
22 expire March 31, 2027.

23 SECTION 2. Ordinance 10455, Sections 1, 3, 4, as amended, and K.C.C.
24 4A.510.120 are hereby amended to read as follows:

25 There is hereby levied and there shall be collected by King County on each sale of
26 real property situated in unincorporated King County an additional tax equal to one
27 quarter of one percent of the selling price. The proceeds of the tax imposed by this
28 section shall be credited to the real estate excise tax, number 2 fund and may only be
29 used:

30 A. ((~~F~~))For the planning, construction, reconstruction, repair, rehabilitation or
31 improvement of parks located in or providing a benefit and open to residents of the
32 unincorporated area of King County; or

33 B. For the planning, acquisition, construction, reconstruction, repair,
34 replacement, rehabilitation, or improvement of roads and bridges in the unincorporated
35 area of King County necessary to respond to, or mitigate damages resulting from, an

- 36 emergency as proclaimed by the county executive. The uses specified in this subsection
37 B. expire March 31, 2027.

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:	9	Name:	Nick Bowman
Proposed No.:	2026-0039	Date:	March 25, 2026

SUBJECT

An Ordinance temporarily expanding the allowable use of Real Estate Excise Tax number 2 revenues to include county roadway projects resulting from an emergency.

SUMMARY

Proposed Ordinance 2026-0039 would temporarily expand the allowable uses of Real Estate Excise Tax #2 (REET 2) to include county roadway emergency response projects until March 31, 2027.

According to the Executive, the proposed ordinance is necessary to support the repair and reconstruction of county roadway infrastructure damaged in the December 2025 flooding event. If the proposed ordinance is adopted, the Executive intends to propose diverting an undetermined amount of REET 2 revenues from the Department of Natural Resources and Parks (Parks) capital program to the Roads Services Division (Roads) capital program in the 1st omnibus budget of 2026.

BACKGROUND

State law permits REET 2 revenues to be used for capital projects identified in the capital facilities element of the Comprehensive Plan.¹ Under current county code however, REET 2 revenues are restricted to only the “planning, construction, reconstruction, repair, rehabilitation or improvement of parks located in or providing a benefit and open to residents of the unincorporated area of King County.”²

In December 2025, storms and flooding caused extensive damage to the King County roads and bridges system. The most recent damage estimates from the Executive suggest costs of approximately \$12 million for over 20 storm recovery projects; though assessments are still ongoing and costs may increase.

On December 8, 2025, the King County Executive issued an emergency proclamation which waived competitive procurement requirements in order to expedite storm related recovery and restoration efforts. Subsequently, the Executive transmitted, and the

¹ RCW 82.46.035

² KCC 4A.200.590.E & KCC 4A.510.120

Council approved, Motion 16935 extending the waiver of competitive procurement requirements for storm related recovery efforts.

Table 1 below provides details for the Roads storm recovery projects.

Table 1. Roads Storm Recovery Projects

Name, Location	Damage and Community Impact	Proposed Project	Cost Estimates
Baring Bridge (#509A)	Several trees hit the bridge, and now only vehicles under 5 tons can use it. Limited access for residents, emergency crews, utility workers, and deliveries of things like propane and septic supplies.	Project to install a temporary bridge. The new temporary bridge will let heavier vehicles reach the community.	\$5,000,000
SE Edgewick Road	Damaged drainage infrastructure could not manage the amount of stormwater, leading to collapse of half of the roadway. Residents of the dead end road must use private property and a King County trail for access.	Repairs are currently underway. Crews are cutting into the hillside. This will include adding rock to reinforce the road and fix the slide. The team will also install drainage improvements to reduce the risk of future slides.	\$1,000,000
SE Middle Fork Road	Down to one lane restriction with barriers. The road is typically heavily used to access recreational trails and hot springs, but does not serve residential properties.	<i>Additional design work is needed to determine the required repairs.</i> Could include rebuilding road slope or building 40-foot-tall retaining wall.	\$2,500,000 \$30,000 <i>for patch in different spot</i>
SE 184 Street off Byers Road SE	On-going river erosion has removed 75% of road width. Access closed to Renton Lions Youth Camp and Cedar River Trail.	<i>Additional design work is needed to determine the required repairs.</i> Road reconstruction is likely required.	\$1,000,000

24415 Mud Mountain Road	Embankment wash-out, slides.	<p><i>Additional design work is needed to determine the required repairs.</i></p> <p>The roadway slope will need to be rebuilt. Critical fix to prevent future erosion.</p>	\$400,000
NE Money Creek Road	Embankment wash-out, slides. Currently closed sole access road to recreational forest and mine.	<p><i>Additional design work is needed to determine the required repairs.</i></p> <p>The slope will likely need to be rebuilt. Since it sits next to the river, additional damage is possible during spring.</p>	\$400,000
SE David Powell Road @ #35827	Embankment wash-out, slides. Sole access road.	<p><i>Additional design work is needed to determine the required repairs.</i></p> <p>The slope will likely need to be rebuilt. Since it sits next to the river, additional damage is possible during spring.</p>	\$400,000
SE Mud Mountain Road (2900 block)	Rockfall debris; road cracking. Vital connection from Crystal Mountain if SR 410 closes.	<p><i>Additional design work is needed to determine the required repairs.</i></p> <p>Stabilize the bank both uphill and downhill of the site.</p>	\$350,000
SE Lake Dorothy Road	Slide. Currently closed, impacts one resident and people bypassing SE Middle Fork Road.	<p><i>Additional design work is needed to determine the required repairs.</i></p> <p>Slope bank stabilization in two locations.</p>	\$300,000
Miller River Road NE	Road edge erosion and blocked culvert. This road	<p><i>Additional design work is needed to determine the</i></p>	\$300,000

	provides access to recreation areas.	<i>required repairs.</i> Upgrade culvert to improve flood resiliency.	
Raging River Bridge (1008E)	Bridge armoring failed, increasing risk of scour damage to foundation and eventual failure/closure. Connects Fall City and Preston.	Remove erosion and debris surrounding bridge foundation to prevent bridge failure.	\$50,000
26214 SE Mud Mountain Road	Sinkhole.	Temporary repair is needed until a permanent grant-funded project can be constructed in several years.	\$50,000
Newaukum Creek Bridge (#3188)	Erosion near bridge.	<i>Covered in existing drainage project</i>	<i>Covered in existing drainage project</i>
Baring Bridge (#509A)	Significant repairs	Removed debris and repair bridge deck.	\$65,000
Skykomish River Bridge (#999Z)	Debris removal	Removed debris	\$50,000
SE North Bend Way	Minor repairs	Restored shoulder and reestablished side slope and ditch.	\$30,000
Upper Preston Road SE	Washout. Previously restricted to one lane	Reestablished side slope with rock.	\$20,000
384th Avenue SE south of SE 92nd Street	Surface erosion of embankment	Reestablished side slope with rock.	\$13,000
Fifteen Mile Creek Bridge (#493C)	Debris and minor damage	Removed debris.	\$10,000
Issaquah Creek Bridge (#83B)	Debris and minor damage	Removed debris.	\$10,000
Issaquah Creek Bridge (#83D)	Prevention of tree damage, high flow	Removed debris.	\$10,000
Clough Creek Bridge (#909B)	Damage from log jam repaired	Removed debris.	\$10,000
Jem/Gem/Taylor Creek Bridge (#3099A)	Downed trees cleared, repairs completed	Removed debris.	\$10,000
Newaukum Creek Bridge (#3063)	Log jam cleared, minor repairs	Removed debris.	\$10,000
312th Avenue SE near Upper Preston Rd SE	Roadway covered with water & gravel	Removed debris.	TBD

Peasley Canyon Road S	Minor repairs	Removed debris. Reestablished ditch line.	<i>Covered by current budget</i>
Total Cost Estimate:			\$12,018,000

Roads Structural Funding Deficit and Impact on Emergent Needs. The Roads budget is constrained by a structural funding deficit that has resulted in annual funding gap of over \$200 million.³ While the effects of the deficit have been felt across the agency, the Roads capital program has been hit particularly hard.

The adopted Roads capital budget for the 2026-2027 biennium is approximately \$55 million, with current financial projects showing dedicated funding for the capital program being exhausted in 2028.⁴ Funding sources for the 2026-2027 Roads capital program include:

- \$23.6 million in grants (43%);
- \$9.9 million in Surface Water Management revenues (18%);
- \$14.4 million in REET 1 funds (26%); and
- \$7.2 million in Operating Fund Transfers, Land Sales, and Fund Balance (13%)

As the majority of the Roads capital program is comprised of grant funding and SWM fee revenues, which are generally restricted to specific purposes, there is limited flexibility to address emergent needs.

ANALYSIS

Proposed Ordinance 2026-0039 would temporarily expand the allowable use of REET 2 revenues to include the planning, acquisition, construction, reconstruction, repair replacement, rehabilitation, or improvement of unincorporated county roads and bridges in response to damages resulting from an emergency proclaimed by the Executive. This temporary allowance would expire on March 31, 2027.

If adopted, the Executive intends to reallocate an unspecified amount of REET 2 revenues approved in the 2026-2027 budget to fund Roads related storm recovery projects. According to the Executive, the total amount to be reallocated is being deliberated as part of the 1st Omnibus which is expected to be transmitted to Council in early April.

Roads Quick Response Program. The Roads Quick Response Program allows Roads to respond to emerging needs that require immediate attention, including emergency repairs associated with storm damage or other infrastructure deterioration or damage, unanticipated pedestrian or vehicle needs, or other emerging issues. According to the Executive:

³ King County Roads Funding Needs Presentation February 2026 ([link](#))

⁴ [King County Executive Proposed 2026-2027 Biennial Budget](#) (See Roads CIP Financial Plans Pages 437 & 442)

Prior to the storm the quick response project balance was about \$7 million. This appropriation was expected to cover unplanned road and bridge work during the 2026-2027 biennium.

Roads leveraged the quick response appropriation authority to address the needs of the Baring Temporary Bridge and Edgewick repairs following the December 2025 flood event. Given the scale of the damage incurred during the storm, Roads drew down the quick response budget much more quickly than expected.

If REET is allocated to cover the urgent needs of the Baring Temporary Bridge and Edgewick repairs, this will allow Roads to restore the original quick response budget for the upcoming biennium. Without it, there is insufficient balance (under \$1 million) to address any big (or multiple small) quick response work in 2026-2027 and roads/bridges will be closed if repairs cannot be made.

Current REET 2 Appropriations. The 2026-2027 biennial budget appropriated \$17.9 million in REET 2 revenues. Approximately \$3 million was allocated to fund ongoing debt service for the Parks central maintenance facility, while the remaining \$14.9 million was allocated to support various projects in the Parks capital program.⁵

Impact to Parks Projects from REET 2 Reallocation. According to the Executive, the Parks project(s) which may see REET 2 revenues diverted are being deliberated as part of the 1st Omnibus. Therefore, it is unclear at this time which projects may be impacted and to what extent. It is a policy choice for the Council to utilize REET 2 monies to supplement the Roads capital program.

INVITED

- Aaron Rubardt, Chief Budget Officer, King County Office of the Executive

ATTACHMENTS

1. Proposed Ordinance 2026-0039
2. Transmittal Letter
3. Fiscal Note

⁵ [King County adopted 2026-2027 biennial budget](#) (See Page 550)



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance

Proposed No. 2026-0061.1

Sponsors Dembowski

1 AN ORDINANCE relating to the 2025 levy of property
2 taxes in King County for collection in the year 2026; and
3 amending Ordinance 20030, Section 4.

4 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

5 SECTION 1. Ordinance 20030, Section 4, is hereby amended as follows:

6 The King County council certifies the levies of the following taxing districts:

7 PORT DISTRICTS

8 PORT OF SEATTLE \$90,180,055

9 CITIES AND TOWNS

10 ALGONA \$808,153

11 AUBURN (King County portion only) \$23,477,130

12 BEAUX ARTS VILLAGE \$198,779

13 BELLEVUE \$95,487,103

14 BLACK DIAMOND \$3,515,379

15 BOTHELL (King County portion only) \$19,636,897

16 BURIEN \$9,093,941

17 CARNATION \$542,309

18 CLYDE HILL \$1,402,007

19 COVINGTON \$3,427,760

20 DES MOINES \$5,836,412

Ordinance

21	DUVALL	\$2,144,744
22	ENUMCLAW	\$3,227,129
23	FEDERAL WAY	\$12,446,379
24	HUNTS POINT	\$323,859
25	ISSAQUAH	\$12,496,052
26	KENMORE	\$7,441,893
27	KENT	\$36,080,821
28	KIRKLAND	\$45,201,134
29	LAKE FOREST PARK	\$3,578,834
30	MAPLE VALLEY	\$7,692,831
31	MEDINA	\$4,741,396
32	MERCER ISLAND	\$15,390,478
33	MILTON (KC portion only)	\$643,032
34	NEWCASTLE	\$6,598,462
35	NORMANDY PARK	\$4,285,875
36	NORTH BEND	\$2,836,762
37	PACIFIC (King County portion only)	\$295,962
38	REDMOND	\$34,189,483
39	RENTON	\$26,770,022
40	SAMMAMISH	\$35,672,429
41	SEATAC	\$19,870,584
42	SHORELINE	\$28,788,934
43	SKYKOMISH	\$64,668

Ordinance

44	SNOQUALMIE	\$8,864,274
45	TUKWILA	\$17,519,380
46	WOODINVILLE	\$4,027,244
47	YARROW POINT	\$711,562
48	TOTAL CITIES AND TOWNS	\$505,330,093
49	FIRE DISTRICTS	
50	2	\$22,727,407
51	10	\$8,808,473
52	11	\$3,962,302
53	13	\$6,857,751
54	20	\$5,121,499
55	22 (King County portion only)	\$1,522,825
56	27	\$3,155,096
57	28	\$7,738,544
58	31	\$33,764
59	34	\$11,733,905
60	36	\$9,942,999
61	38	\$2,753,359
62	39	\$32,925,922
63	43	\$18,489,825
64	44	\$8,349,960
65	45	\$4,419,266
66	47	\$371,849

Ordinance

67	49 (King County portion only)	\$238,392
68	50	\$661,442
69	61 (King County portion only)	\$19,200,356
70	62	\$46,562,124
71	63	\$36,985,512
72	64	\$23,982,908
73	TOTAL FIRE DISTRICTS	\$276,545,480
74	OTHER DISTRICTS	
75	CEMETERY DISTRICT NO. 1	\$128,750
76	SEATTLE METROPOLITAN PARKS DISTRICT	\$131,780,472
77	DES MOINES METROPOLITAN PARK DISTRICT	\$2,385,509
78	FALL CITY METROPOLITAN PARK DISTRICT	\$130,111
79	HOSPITAL DISTRICT NO. 1	\$70,354,621
80	HOSPITAL DISTRICT NO. 2	\$83,308,566
81	HOSPITAL DISTRICT NO. 4	\$4,617,794
82	HOSPITAL DISTRICT NO. 5	\$1,967,014
83	KING COUNTY FLOOD CONTROL ZONE DISTRICT	\$85,987,748
84	NORMANDY PARK METROPOLITAN PARK DISTRICT	\$670,731
85	NORTHSHORE PARKS & REC (King County portion only)	\$1,948,825
86	PIERCE COUNTY LIBRARY (King County portion only)	\$235,247
87	SI VIEW METROPOLITAN PARK DISTRICT	\$3,623,064
88	RURAL LIBRARY (King County portion only)	\$141,434,145
89	TUKWILA METROPOLITAN PARKS DISTRICT	\$4,149,693

Ordinance

90	VASHON MAURY PARKS	\$2,076,918
91	SOUND TRANSIT 3 (King County portion only)	\$129,831,472
92	TOTAL OTHER DISTRICTS	\$664,630,680
93	SCHOOL DISTRICTS	
94	001 – SEATTLE	\$658,278,433
95	210 - FEDERAL WAY	\$82,428,748
96	216 - ENUMCLAW	\$22,164,135
97	400 - MERCER ISLAND	\$29,523,524
98	401 - HIGHLINE	\$142,137,378
99	402 - VASHON	\$11,891,359
100	403 - RENTON	\$141,721,107
101	404 - SKYKOMISH	\$226,549
102	405 - BELLEVUE	\$219,400,713
103	406 – TUKWILA	\$19,697,025
104	407 - RIVERVIEW	\$19,563,960
105	408 – AUBURN ((King county portion only) ————— \$86,103,408)	<u>\$110,307,229</u>
106	409 - TAHOMA	\$50,325,108
107	410 - SNOQUALMIE VALLEY	\$52,185,000
108	411 - ISSAQUAH	\$177,066,922
109	412 - SHORELINE	\$67,785,455
110	414 -LAKE WASHINGTON	\$301,234,742
111	415 - KENT	\$134,841,693
112	417 - NORTSHORE (King County portion only)	\$114,843,166

Ordinance

113	888 -FIFE (King County portion only)		\$3,182,076
114	TOTAL SCHOOL DISTRICTS	((\$2,334,600,501))	<u>\$2,358,804,322</u>
115	GRAND TOTAL	((\$5,528,112,474))	<u>\$5,552,316,295</u>

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:	6	Name:	April Sanders
Proposed No.:	2026-0061	Date:	March 25, 2026

SUBJECT

Proposed Ordinance 2026-0061 would update one levy amount adopted in Ordinance 20030¹ that needs correction after further due diligence by the Department of Assessments.

BACKGROUND & SUMMARY

RCW 84.52.020 requires the taxing districts to submit to the county legislative authority the amount of property tax levy 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 council to be included in the property tax levy certification ordinance.

Each year, two property tax levy certification ordinances are transmitted by the Executive with blanks in place of the levy amounts. The proposed ordinances are usually transmitted in September along with the biennial budget proposed ordinance during budget years. During non-budget years, the proposed ordinances are transmitted along with the mid-biennial supplemental budget legislation. The proposed ordinances include blanks in place of levy amounts since the proposed ordinances are transmitted before levy amounts are received from the taxing districts. Version 1 of the proposed ordinance is adopted in December once amended to input the levy amounts. Then version 2 of the proposed ordinance is adopted the following January to input updated levy amounts after further due diligence by the Department of Assessments.

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 property tax levy certification proposed ordinance in December (and January to update the levy amounts) since certain taxing districts do not submit their levy amounts until November

¹ <https://mkcclegisearch.kingcounty.gov/LegislationDetail.aspx?ID=7680452&GUID=0C81E255-FAF3-49A3-A995-892D46F5A0B6&Options=Advanced&Search=>

30th. However, RCW 84.52.070(1) also requires the county legislative authority to certify the levy amounts to the county assessor by December 15th of each year. In addition, RCW 84.52.070(3) states that if the levy amount is not certified to the county assessor by the date indicated in subsection (1), the county assessor may use no more than the certified levy amount for the previous year for the taxing district.

On December 9, 2025, the Council adopted Ordinance 20026, version 1 of the property tax levy certification ordinance.

On January 20, 2026, Council adopted Ordinance 20030, version 2 of the property tax levy certification ordinance.

After further due diligence by the Department of Assessments (DOA), DOA informed council staff that the levy certification amount for the Auburn School District needs to be updated. As a result, council staff prepared Proposed Ordinance 2026-0061, which would adjust the Auburn School District's levy amount from \$86,103,408 to \$110,307,229, and adjust the totals accordingly.

ATTACHMENTS

1. Proposed Ordinance 2026-0061



Signature Report

Ordinance

Proposed No. 2026-0003.2

Sponsors Perry

1 AN ORDINANCE concurring with the recommendation of
2 the hearing examiner to approve, subject to conditions, the
3 application for public benefit rating system assessed
4 valuation for open space submitted by Mark Newcomb and
5 Kathy Seamon for property located at 41710 SE 66th
6 Street, Snoqualmie, WA, designated department of natural
7 resources and parks, water and land resources division file
8 no. E25CT001.

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. This ordinance does hereby adopt and incorporate herein as its
11 findings and conclusions the findings and conclusions contained in Attachment A to this
12 ordinance, the report and recommendation of the hearing examiner dated March 5, 2026,
13 to approve subject to conditions, the application for public benefit rating system assessed
14 valuation for open space submitted by Mark Newcomb and Kathy Seamon for property
15 located at 41710 SE 66th Street, Snoqualmie, WA, designated department of natural
16 resources and parks, water and land resources division file no. E25CT001. The council

17 does hereby adopt as its action the recommendation or recommendations contained in the
18 examiner's report.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: A. Hearing Examiner Report dated March 5, 2026

March 5, 2026

**OFFICE OF THE HEARING EXAMINER
KING COUNTY, WASHINGTON**
Telephone (206) 477-0860
hearingexaminer@kingcounty.gov
www.kingcounty.gov/independent/hearing-examiner

**REPORT AND RECOMMENDATION
TO THE KING COUNTY COUNCIL ON
FOR CURRENT USE ASSESSMENT**

SUBJECT: Department of Natural Resources and Parks file no. **E25CT001**
Proposed ordinance no. **2026-0003**
Parcel no/s. **282408-9037 and 282408-9056**

MARK NEWCOMB AND KATHY SEAMON

Application for Current Use Assessment under the Public Benefit Rating System

Location: 41710 SE 66th Street, Snoqualmie

Applicants: **Mark Newcomb and Kathy Seamon**
41710 SE 66th Street
Snoqualmie, WA 98065
Telephone: (408) 375-7211
Email: mark.newcomb@live.com

King County: Department of Natural Resources and Parks
represented by **Bill Bernstein**
201 S. Jackson Street Suite 5601
Seattle, WA 98104
Telephone: (206) 477-4643
Email: bill.bernstein@kingcounty.gov

SUMMARY OF RECOMMENDATIONS:

Department's Recommendation: Approve 60% reduction in taxable value for 3.67 acres on parcel 282408-9037 and 3.27 acres on parcel 282408-9056.

Examiner's Recommendation: Approve 60% reduction in taxable value for 3.67 acres on parcel 282408-9037 and 3.27 acres on parcel 282408-9056; Contingent approval of an additional 10% reduction if conditions of forest stewardship category are met by December 31, 2026.

PROCEDURAL BACKGROUND:

Per Ch. 20.36 KCC, the Department of Natural Resources and Parks (DNRP) transmitted the subject application along with its Report for Property Enrollment in the Public Benefit Rating System (PBRs) File No. E25CT001, to the Examiner.

On February 26, 2026, the Examiner conducted a remote public hearing on the application. Bill Bernstein, representing DNRP, presented the application and DNRP's recommendation.

FINDINGS AND CONCLUSIONS:

1. Except as modified herein, the facts set forth in DNRP's staff report and testimony at the February 26, 2026, public hearing are correct and incorporated here by reference. We will provide copies of this report and DNRP's staff report to the King County Council for final approval.
2. The property at issue is at 41710 SE 66th Street, Snoqualmie, Parcel Nos 282408-9037 and 282408-9056, owned by the Applicants Mark Newcomb and Kathy Seamon.
3. The Applicants timely filed an application with King County for current use assessment of the above identified property under the PBRs to begin in 2026.
4. On January 9, 2026, timely and proper legal notice of the public hearing on the application was provided.
5. The property is currently enrolled in the Designated Forestland program (RCW 84.33). The landowners have applied to PBRs as they no longer intend to manage the property for commercial timber purposes. The purpose of this application is to reclassify the property and enroll it in PBRs.
6. A list of the PBRs Open Space Resource categories requested by the Applicants and identified by DNRP as relevant to the property are provided below. Categories that DNRP determined were eligible (or eligible with contingencies) for credit are marked with an asterisk and assigned the applicable number of points.

PBRs categories:	Forest stewardship land	*
	Rural open space	5
	Significant wildlife or fish habitat	5
	Surface water quality buffer	0
	Watershed protection area	5
	<hr/>	
	Total points awarded	15

The DNRP-recommended score of 15 points results in a 60% reduction in the taxable value of the enrolled portion of the property. Each category with DNRP recommended points is discussed below.


7. **Rural open space – 5 points.** The property is in the rural area and contains nearly seven acres of contiguous forested open space, which is more than the category's required five acre minimum.
8. **Significant wildlife or salmonid habitat – 5 points.** Based on DNRP's site visit, the property contains habitat for numerous wildlife species, including foraging and nesting habitat for the pileated woodpecker, which is identified in King County's Comprehensive Plan as a Species of Local Importance (E-328(e)). The property meets the criteria for having priority habitat, per KCC 20.36.100.C.16.a and KCC 20.36.100, section B.15.a(1).
9. **Watershed protection area – 5 points.** The property to be enrolled contains 6.94 acres of native forest cover which is more than 65% of the total property acreage and there are no additional forest retention regulations in place for this property. These characteristics qualify the property for credit in this category.
10. **Contingencies, Conditions, and Requirements.**
 - A. The property contains nearly seven acres of contiguous forest which could be managed under a forest stewardship plan. At this time, credit for this category cannot be recommended because a plan has not been provided.
 - B. However, if a forest stewardship plan is provided by December 1, 2026, and approved by the department on or before December 31, 2026, then credit for this category should be awarded administratively. It is the owner's responsibility to apply for and receive the necessary approvals from the applicable state and local governmental agencies for forestry activities that require a permit or approval.
 - C. If the forest stewardship land category is awarded, the property would qualify for 20 points, and a 30% reduction in the taxable value of the enrolled property.
 - D. Award of this category requires an annual progress report from the owner (see below, Section B. 12.), which should be sent to PBRS staff by either email or other agreed method.
 - E. Award of points under all categories requires ongoing control and removal of invasive plant species and noxious weeds on the property.
 - F. All other requirements as listed in DNRP's staff report are incorporated.
11. **Enrollment Acreage.** The Applicants requested 4.07 acres on parcel 282408-9037 and 4.57 acres on parcel 282408-9056. DNRP recommends 3.67 acres on parcel 282408-9037 and 3.27 acres on parcel 282408-9056 be enrolled in the PBRS program. (Enrollment acreage is the entire parcel less the excluded area, as calculated by DNRP. In the event the County Assessor's official parcel size is revised, the PBRS acreage shall be administratively adjusted to reflect that change.)
12. Approval of 15 points and a current use valuation of 60% reduction in appraised value for 3.67 acres on parcel 282408-9037 and 3.27 acres on parcel 282408-9056, with the

potential to increase the reduction to 70% with approval of a forest stewardship plan, is consistent with Ch. 20.36 KCC and with the purposes and intent of King County to maintain, preserve, conserve, and otherwise continue in existence adequate open space lands and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of King County and its citizens.

RECOMMENDATION:

1. APPROVE a current use valuation of 60% of assessed value for 3.67 acres on parcel 282408-9037 and 3.27 acres on parcel 282408-9056, subject to the requirements as set forth herein and in DNRP's staff report.
2. CONDITIONALLY APPROVE additional credit, to be applied administratively, for the forest stewardship land category, subject to submission of a forest stewardship plan by December 1, 2026, and subsequent DNRP approval of that plan by December 31, 2026. Award of credit under this category will increase the point total by 5 points, resulting in a 70% reduction in the taxable value for the enrolled portion of the property.

DATED March 5, 2026.



Devon Shannon
Hearing Examiner

NOTICE OF RIGHT TO APPEAL

A party may appeal an Examiner report and recommendation by following the steps described in KCC 20.22.230. By **4:30 p.m.** on **March 30, 2026**, an electronic appeal statement must be sent to Clerk.Council@kingcounty.gov, to hearingexaminer@kingcounty.gov, and to the party email addresses on the front page of this report and recommendation. Please consult KCC 20.22.230 for the exact filing requirements.

If a party fails to timely file an appeal, the Council does not have jurisdiction to consider that appeal. Conversely, if the appeal requirements of KCC 20.22.230 are met, the Examiner will notify parties and interested persons and will provide information about next steps in the appeal process.

**MINUTES OF THE FEBRUARY 26, 2026, HEARING ON THE APPLICATION OF
MARK NEWCOMB AND KATHY SEAMON, FILE NO. E25CT001**

Devon Shannon was the Hearing Examiner in this matter. A verbatim recording of the hearing is available in the Hearing Examiner's Office.

The following exhibits were offered by DNRP and entered into the record:

- | | |
|---------------|---|
| Exhibit no. 1 | DNRP report to the Hearing Examiner |
| Exhibit no. 2 | <i>Reserved for future submission of the affidavit of hearing publication</i> |
| Exhibit no. 3 | Legal notice and introductory ordinance to the King County Council |
| Exhibit no. 4 | Arcview/orthophotograph and aerial map |
| Exhibit no. 5 | Application signed and notarized |



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance

Proposed No. 2026-0004.2

Sponsors Perry

1 AN ORDINANCE concurring with the recommendation of
2 the hearing examiner to approve, subject to conditions, the
3 application for public benefit rating system assessed
4 valuation for open space submitted by Joe and Dana
5 Gagner for property located at 25504 SE 394 Street,
6 Enumclaw, WA, designated department of natural
7 resources and parks, water and land resources division file
8 no. E25CT002.

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. This ordinance does hereby adopt and incorporate herein as its
11 findings and conclusions the findings and conclusions contained in Attachment A to this
12 ordinance, the report and recommendation of the hearing examiner dated March 5, 2026,
13 to approve subject to conditions, the application for public benefit rating system assessed
14 valuation for open space submitted by Joe and Dana Gagner for property located at 25504
15 SE 394 Street, Enumclaw, WA, designated department of natural resources and parks,

- 16 water and land resources division file no. E25CT002. The council does hereby adopt as
17 its action the recommendation or recommendations contained in the examiner's report.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: A. Hearing Examiner Report dated March 5, 2026

March 5, 2026

**OFFICE OF THE HEARING EXAMINER
KING COUNTY, WASHINGTON**
Telephone (206) 477-0860
hearingexaminer@kingcounty.gov
www.kingcounty.gov/independent/hearing-examiner

**REPORT AND RECOMMENDATION
TO THE KING COUNTY COUNCIL ON
FOR CURRENT USE ASSESSMENT**

SUBJECT: Department of Natural Resources and Parks file no. **E25CT002**
Proposed ordinance no. **2026-0004**
Parcel no/s. **022006-9104**

JOE AND DANA GAGNER

Application for Current Use Assessment under the Public Benefit Rating System

Location: 25504 SE 394 Street, Enumclaw

Applicants: **Joe and Dana Gagner**
25504 SE 394 Street
Enumclaw, WA 98022
Telephone: (235) 332-7244
Email: jjgag60@gmail.com

King County: Department of Natural Resources and Parks
represented by **Megan Kim**
201 S. Jackson Street
Suite 5601
Seattle, WA 98104
Telephone: (206) 477-4788

SUMMARY OF RECOMMENDATIONS:

Department's Recommendation: Approve 1.27 acres for 50% reduction in appraised value.

Examiner's Recommendation: Approve 1.27 acres for 50% reduction in appraised value.

PROCEDURAL BACKGROUND:

Per Ch. 20.36 KCC, the Department of Natural Resources and Parks (DNRP) transmitted the subject application along with its Report for Property Enrollment in the Public Benefit Rating System (PBRs) File No. E25CT002, to the Examiner.

On February 26, 2026, the Examiner conducted a remote public hearing on the application. Megan Kim, representing DNRP, presented the application and DNRP’s recommendation. Applicants Joe and Dana Gagner were present but did not participate.

FINDINGS AND CONCLUSIONS:

1. Except as modified herein, the facts set forth in DNRP’s staff report and testimony at the February 26, 2026, public hearing are correct and incorporated here by reference. We will provide copies of this report and DNRP’s staff report to the King County Council for final approval.
2. The property at issue is at 25504 SE 394 Street, Enumclaw, Parcel No 022006-9104, owned by the Applicants Joe and Dana Gagner.
3. The Applicants timely filed an application with King County for current use assessment of the above identified property under the PBRs to begin in 2026.
4. Timely and proper legal notice of the public hearing on the application was provided.
5. **PBRs Categories.** A list of the PBRs Open Space Resource categories requested by the Applicant and identified by DNRP as relevant to the property are provided below. Categories that DNRP determined were eligible (or eligible with contingencies) for credit are assigned the applicable number of points or marked with an asterisk.

PBRs categories:	Farm and agricultural land	5
	Rural stewardship land	0
	Total points awarded	5

The DNRP-recommended score of 5 points results in a 50% reduction in the appraised value of the enrolled portion of the property. Each category with DNRP recommended points is discussed below.

6. **Farm and agricultural conservation land - 5 points.** The property contains 1.55 acres of traditional farmland that is currently being managed through and approved King Conservation District farm management plan.

7. **Contingencies, Conditions, and Requirements.**
- A. Because the property is currently managed in accordance with a King Conservation District-approved farm management plan there is no contingency for award of the “farm and agricultural conservation land” category.
 - B. Award of points for the “farm and agricultural conservation land” category requires an annual progress report from the landowner which must be sent to PBRS staff each year by either email or other agreed to method.
 - C. Award of points under all categories requires ongoing control and removal of invasive plant species and noxious weeds on the property.
 - D. All other requirements as listed in DNRP’s staff report are incorporated.
8. **Enrollment Acreage.** The Applicants requested 1.27 acres and DNRP recommends 1.27 acres of the subject property be enrolled in the PBRS program. (Enrollment acreage is the entire parcel less the excluded area, as calculated by DNRP. In the event the County Assessor’s official parcel size is revised, the PBRS acreage shall be administratively adjusted to reflect that change.)
9. Awarding 5 points with a 50% reduction in appraised value for 1.27 acres is consistent with Ch. 20.36 KCC and with the purposes and intent of King County to maintain, preserve, conserve, and otherwise continue in existence adequate open space lands and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of King County and its citizens.

RECOMMENDATION:

APPROVE a 50% reduction in the appraised value for a 1.27 acre portion of the property, subject to the requirements as set forth herein and in DNRP’s staff report.

DATED March 5, 2026.



Devon Shannon
Hearing Examiner

NOTICE OF RIGHT TO APPEAL

A party may appeal an Examiner report and recommendation by following the steps described in KCC 20.22.230. By **4:30 p.m.** on **March 30, 2026**, an electronic appeal statement must be sent to Clerk.Council@kingcounty.gov, to hearingexaminer@kingcounty.gov, and to the party email addresses on the front page of this report and recommendation. Please consult KCC 20.22.230 for the exact filing requirements.

If a party fails to timely file an appeal, the Council does not have jurisdiction to consider that appeal. Conversely, if the appeal requirements of KCC 20.22.230 are met, the Examiner will notify parties and interested persons and will provide information about next steps in the appeal process.

MINUTES OF THE FEBRUARY 26, 2026, HEARING ON THE APPLICATION OF JOE AND DANA GAGNER, FILE NO. E25CT002

Devon Shannon was the Hearing Examiner in this matter. A verbatim recording of the hearing is available in the Hearing Examiner's Office.

The following exhibits were offered by DNRP and entered into the record:

Exhibit no. 1	DNRP report to the Hearing Examiner
Exhibit no. 2	<i>Reserved for future submission of the affidavit of hearing publication</i>
Exhibit no. 3	Legal notice and introductory ordinance to the King County Council
Exhibit no. 4	Arcview/orthophotograph and aerial map
Exhibit no. 5	Application signed and notarized
Exhibit no. 6	Farm management plan



Signature Report

Ordinance

Proposed No. 2026-0005.2

Sponsors Perry

1 AN ORDINANCE concurring with the recommendation of
2 the hearing examiner to approve, subject to conditions, the
3 application for public benefit rating system assessed
4 valuation for open space submitted by Jeremy Calvert for
5 property located at north and abutting 14035 107th Way
6 SW, Vashon, WA, designated department of natural
7 resources and parks, water and land resources division file
8 no. E25CT003.

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. This ordinance does hereby adopt and incorporate herein as its
11 findings and conclusions the findings and conclusions contained in Attachment A to this
12 ordinance, the report and recommendation of the hearing examiner dated March 5, 2026,
13 to approve subject to conditions, the application for public benefit rating system assessed
14 valuation for open space submitted by Jeremy Calvert for property located at north and
15 abutting 14035 107th Way SW, Vashon, WA, designated department of natural resources
16 and parks, water and land resources division file no. E25CT003. The council does

17 hereby adopt as its action the recommendation or recommendations contained in the
18 examiner's report.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: A. Hearing Examiner Report dated March 5, 2026

**OFFICE OF THE HEARING EXAMINER
KING COUNTY, WASHINGTON**
Telephone (206) 477-0860
hearingexaminer@kingcounty.gov
www.kingcounty.gov/independent/hearing-examiner

**REPORT AND RECOMMENDATION
TO THE KING COUNTY COUNCIL ON
FOR CURRENT USE ASSESSMENT**

SUBJECT: Department of Natural Resources and Parks file no. **E25CT003**
Proposed ordinance no. **2026-0005**
Parcel no/s. **1823039166**

JEREMY CALVERT

Application for Current Use Assessment under the Public Benefit Rating System

Location: north and abutting 14035 107th Way SW, Vashon

Applicant: **Jeremy Calvert**
1732 15th Avenue Apt 21
Seattle, WA 98122
Telephone: (206) 832-7898
Email: jcalvert@gmail.com

King County: Department of Natural Resources and Parks
represented by **Bill Bernstein**
201 S. Jackson Street
Suite 5601
Seattle, WA 98104
Telephone: (206) 477-4643

SUMMARY OF RECOMMENDATIONS:

Department's Recommendation: Approve 6 acres for an 80% reduction in appraised value.

Examiner's Recommendation: Approve 6 acres for an 80% reduction in appraised value.

PROCEDURAL BACKGROUND:

Per Ch. 20.36 KCC, the Department of Natural Resources and Parks (DNRP) transmitted the subject application along with its Report for Property Enrollment in the Public Benefit Rating System (PBRS) File No. E25CT003, to the Examiner.

On February 26, 2026, the Examiner conducted a remote public hearing on the application. Bill Bernstein, representing DNRP, presented the application and DNRP’s recommendation.

FINDINGS AND CONCLUSIONS:

1. Except as modified herein, the facts set forth in DNRP’s staff report and testimony at the February 26, 2026, public hearing are correct and incorporated here by reference. We will provide copies of this report and DNRP’s staff report to the King County Council for final approval.
2. The property at issue is immediately north of and abutting 14035 107th Way SW, Vashon, Parcel No 1823039166, owned by the Applicant Jeremy Calvert.
3. The Applicant timely filed an application with King County for current use assessment of the above identified property under the PBRS to begin in 2026.
4. Timely and proper legal notice of the public hearing on the application was provided.
5. The property is currently participating in PBRS (File No. E05CT051). Mr. Calvert has reapplied to improve their participation status. The new open space taxation agreement should supersede the existing agreement for this property’s PBRS participation.
6. **PBRS Categories.** A list of the PBRS Open Space Resource categories requested by the Applicant and identified by DNRP as relevant to the property are provided below. Categories that DNRP determined were eligible (or eligible with contingencies) for credit are assigned the applicable number of points. The property is already enrolled in the categories with asterisks.

PBRS categories:	Aquifer protection area	5*
	Buffer to public or current use classified land	3*
	Forest stewardship land	5
	Rural open space	5
	Significant wildlife or fish habitat	5*
	Watershed protection area	5*
	Total points awarded	28

The DNRP-recommended score of 28 points results in a 80% reduction in the appraised value of the enrolled portion of the property. Each category with DNRP recommended points is discussed below.

7. **Aquifer protection area – 5 points.** The entire property is located in an area designated as a critical aquifer recharge area (CARA 3). The natively forested area is greater than one acre in size and meets the minimum required acreage for this category.
8. **Buffer to public or current use classified land – 3 points.** The property is abutting land participating in PBRS to the south (parcel 182303-9198). The enrolling open space area is providing a buffer of native vegetation of more than fifty feet to this adjacent land, which exceeds the category’s requirement.
9. **Forest stewardship land – 5 points.** The property contains six acres of contiguous forest. The owner provided a forest stewardship plan that has been approved by a county forester, making it eligible for points under this category.
10. **Rural open space – 5 points.** The property is in the rural area and contains nearly seven acres of contiguous forested open space, which is more than the category’s required five acre minimum.
11. **Significant wildlife or fish habitat – 5 points.** A DNRP site visit confirmed that the property contains habitat for numerous wildlife species, including foraging and nesting habitat for the pileated woodpecker, which is identified in King County’s Comprehensive Plan as a Species of Local Importance (E-328(e)).
12. **Watershed protection area – 5 points.** The enrolling open space contains six acres of native forest cover which is more than 65% of the total property acreage and there are no additional forest retention regulations in place for this property.
13. **Contingencies, Conditions, and Requirements.**
 - A. Award of the “forest stewardship land” category requires an annual progress report from the owner which should be sent to PBRS staff by either email or other agreed to method.
 - B. Award of points under all categories requires ongoing control and removal of invasive plant species and noxious weeds on the property.
 - C. All other requirements as listed in DNRP’s staff report are incorporated.
14. **Enrollment Acreage.** The Applicant requested 6.00 acres and DNRP recommends 6.00 acres of the subject property be enrolled in the PBRS program. (Enrollment acreage is the entire parcel less the excluded area, as calculated by DNRP. In the event the County Assessor’s official parcel size is revised, the PBRS acreage shall be administratively adjusted to reflect that change.)
15. Approval of 28 points with an 80% reduction in appraised value for 6.00 acres is consistent with Ch. 20.36 KCC and with the purposes and intent of King County to maintain, preserve, conserve, and otherwise continue in existence adequate open space lands and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of King County and its citizens.

RECOMMENDATION:

APPROVE an 80% reduction in the appraised value for a 6.00 acre portion of the property, subject to the requirements as set forth herein and in DNRP's staff report.

DATED March 5, 2026.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Devon Shannon
Hearing Examiner

NOTICE OF RIGHT TO APPEAL

A party may appeal an Examiner report and recommendation by following the steps described in KCC 20.22.230. By **4:30 p.m.** on **March 30, 2026**, an electronic appeal statement must be sent to Clerk.Council@kingcounty.gov, to hearingexaminer@kingcounty.gov, and to the party email addresses on the front page of this report and recommendation. Please consult KCC 20.22.230 for the exact filing requirements.

If a party fails to timely file an appeal, the Council does not have jurisdiction to consider that appeal. Conversely, if the appeal requirements of KCC 20.22.230 are met, the Examiner will notify parties and interested persons and will provide information about next steps in the appeal process.

**MINUTES OF THE FEBRUARY 26, 2026, HEARING ON THE APPLICATION OF
JEREMY CALVERT, FILE NO. E25CT003**

Devon Shannon was the Hearing Examiner in this matter. A verbatim recording of the hearing is available in the Hearing Examiner's Office.

The following exhibits were offered by DNRP and entered into the record:

- | | |
|---------------|---|
| Exhibit no. 1 | DNRP report to the Hearing Examiner |
| Exhibit no. 2 | <i>Reserved for future submission of the affidavit of hearing publication</i> |
| Exhibit no. 3 | Legal notice and introductory ordinance to the King County Council |
| Exhibit no. 4 | Arcview/orthophotograph and aerial map |
| Exhibit no. 5 | Application signed and notarized |
| Exhibit no. 6 | Farm management plan |



Signature Report

Ordinance

Proposed No. 2026-0006.2

Sponsors Perry

1 AN ORDINANCE concurring with the recommendation of
2 the hearing examiner to approve, subject to conditions, the
3 application for public benefit rating system assessed
4 valuation for open space submitted by Troy and Kristen
5 Barrows for property located at 22332 and 22531 SE 474th
6 Street, Enumclaw, WA, designated department of natural
7 resources and parks, water and land resources division file
8 no. E25CT004.

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. This ordinance does hereby adopt and incorporate herein as its
11 findings and conclusions the findings and conclusions contained in Attachment A to this
12 ordinance, the report and recommendation of the hearing examiner dated March 5, 2026,
13 to approve subject to conditions, the application for public benefit rating system assessed
14 valuation for open space submitted by Troy and Kristen Barrows for property located at
15 22332 and 22531 SE 474th Street, Enumclaw, WA, designated department of natural
16 resources and parks, water and land resources division file no. E25CT004. The council

17 does hereby adopt as its action the recommendation or recommendations contained in the
18 examiner's report.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: None

**OFFICE OF THE HEARING EXAMINER
KING COUNTY, WASHINGTON**
Telephone (206) 477-0860
hearingexaminer@kingcounty.gov
www.kingcounty.gov/independent/hearing-examiner

**REPORT AND RECOMMENDATION
TO THE KING COUNTY COUNCIL
FOR CURRENT USE ASSESSMENT**

SUBJECT: Department of Natural Resources and Parks file no. **E25CT004**
Proposed ordinance no. **2026-0006**
Parcel no/s. **332006-9014 and 332006-9016**

TROY AND KRISTEN BARROWS

Application for Current Use Assessment under the Public Benefit Rating System

Location: 22332 and 22531 SE 474th Street, Enumclaw

Applicants: **Troy and Kristen Barrows**
PO Box 1332
Enumclaw, WA 98022
Telephone: (206) 295-0064
Email: tbarrows@nor-pacseating.com

King County: Department of Natural Resources and Parks
represented by **Megan Kim**
201 S. Jackson Street
Suite 5601
Seattle, WA 98104
Telephone: (206) 477-4788

SUMMARY OF RECOMMENDATIONS:

Department's Recommendation: For parcel 332006-9014, contingently approve 10.27 acres for 50% reduction in appraised value; for parcel 332006-9016, approve 4.69 acres and contingently approve an additional 7.96 acres for 50% reduction in appraised value.

Examiner’s Recommendation: For parcel 332006-9014, contingently approve 10.27 acres for 50% reduction in appraised value; for parcel 332006-9016, approve 4.69 acres and contingently approve an additional 7.96 acres for 50% reduction in appraised value. Conditional approval of reduction to 80% for eligible portions of the property if bonus category criteria are met.

PROCEDURAL BACKGROUND:

Per Ch. 20.36 KCC, the Department of Natural Resources and Parks (DNRP) transmitted the subject application along with its Report for Property Enrollment in the Public Benefit Rating System (PBRS) File No. E25CT004, to the Examiner.

On February 26, 2026, the Examiner conducted a remote public hearing on the application. Megan Kim, representing DNRP, presented the application and DNRP’s recommendation.

FINDINGS AND CONCLUSIONS:

1. Except as modified herein, the facts set forth in DNRP’s staff report and testimony at the February 26, 2026, public hearing are correct and incorporated here by reference. We will provide copies of this report and DNRP’s staff report to the King County Council for final action.
2. The property at issue involves two parcels at 22332 and 22531 SE 474th Street, Enumclaw, parcel numbers 332006-9014 and 332006-9016, owned by the Applicants Troy and Kristen Barrows.
3. The Applicants timely filed an application with King County for current use assessment of the above identified property under the PBRS to begin in 2026.
4. Timely and proper legal notice of the public hearing on the application was provided.
5. **PBRS Categories.** A list of the PBRS Open Space Resource categories requested by the Applicant and identified by DNRP as relevant to the property are provided below. Categories that DNRP determined were eligible (or eligible with contingencies) for credit are assigned the applicable number of points. In this case DNRP also recommended credit for a “bonus” category as indicated below.

PBRS categories:	Farm and agricultural conservation land	5*
	Significant wildlife or fish habitat	5
	<u>Bonus:</u> Conservation easement or historic preservation easement	**
	<u>Bonus:</u> Conservation easement and access	0
	<hr/> Total points awarded	<hr/> 10

The DNRP-recommended score of 10 points (5 outright and 5* conditionally) results in a 50% reduction in the appraised value of the enrolled portion of the property. Award

of the bonus category would increase the reduction to 80% for the eligible portion of the property. Each category with DNRP recommended points is discussed below.

6. **Farm and agricultural conservation land – 5* points.** The property contains almost 23 acres of farmland. The property could receive credit for this category if a farm management plan is submitted and approved by King Conservation District.
7. **Significant wildlife or salmonid habitat – 5 points.** As confirmed by a DNRP site visit, the property contains foraging and nesting habitat for the pileated woodpecker, which is a Species of Local Importance in the King County Comprehensive Plan (E-328(e)). This qualifies the parcels for this category of open space resource under KCC 20.36.100.C.16.a.
8. **Bonus: Conservation easement or historic preservation easement - 18 points.** Although credit for this category was not requested, the landowners are working with King County to enroll in the Farm Preservation Program by selling their development rights. This transaction has yet to be completed. If an approved conservation easement, Deed of Agreement Relating to Development Rights, is recorded with the King County Recorder’s Office by December 31, 2026, then credit for this category should be awarded administratively. Award of points for this category would result in a 80% reduction in the appraised value of the enrolled portion of the property.
9. **Contingencies, Conditions, and Requirements.**
 - A. Enrollment of parcel 332006-9014 and 7.96 acres of parcel 332006-9016 is contingent on submittal of a King Conservation District-approved farm management plan by December 31, 2026. If the farm and agricultural conservation land category is not awarded and an approved plan is not implemented then parcel -9014 is not eligible for PBRS enrollment and only 4.69 acre of parcel -9016 is eligible for PBRS.
 - B. Award of points for the “farm and agricultural conservation land” category requires an annual progress report from the landowner which must be sent to PBRS staff each year by either email or other agreed to method.
 - C. Award of points under all categories requires ongoing control and removal of invasive plant species and noxious weeds on the property.
 - D. Award of bonus points for the “conservation easement or historic preservation easement” will be contingent upon the Applicants recording an approved conservation easement, “Deed of Agreement Relating to Development Rights,” by December 31, 2026. If this condition is met, then credit for this category should be awarded administratively, resulting in a current use valuation of 80% of appraised value for the enrolled portion of the property.
 - E. All other requirements as listed in DNRP’s staff report are incorporated.

10. **Enrollment Acreage.** The Applicants requested enrollment of 23 acres. DNRP recommends 4.96 acres of parcel -9016 be enrolled, outright, based on the ‘significant wildlife and fish habitat category. Enrollment of the remainder of the eligible acreage is contingent on approval of a farm management plan by December 31, 2026. (Enrollment acreage is the entire parcel less the excluded area, as calculated by DNRP. In the event the County Assessor’s official parcel size is revised, the PBRS acreage shall be administratively adjusted to reflect that change.)
11. Approval of 5 points and a current use valuation of 50% of appraised value for 4.96 acres, and conditional approval of 5 additional points and 50% of assessed value for a total of 22.92 acres is consistent with Ch. 20.36 KCC and with the purposes and intent of King County to maintain, preserve, conserve, and otherwise continue in existence adequate open space lands and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of King County and its citizens.
12. Should the Applicants complete their transaction with the Farm Preservation Program for sale of their development rights by December 31, 2026, approval of an additional 18 points and an 80% reduction in the appraised value for the enrolled and encumbered portion of the property would be appropriate.

RECOMMENDATION:

1. APPROVE a 50% reduction in appraised value for 4.69 acres of parcel 332006-9016, subject to the requirements as set forth herein and in DNRP’s staff report.
2. CONDITIONALLY APPROVE a 50% reduction in appraised value for an additional 7.96 acre portion of parcel 332006-9016 and 10.27 acres of parcel 332006-9014, subject to submittal of an approved farm management plan by December 31, 2026.
3. CONDITIONALLY APPROVE an increase to 80% reduction in appraised value for that portion of the property that otherwise qualifies for enrollment in the PBRS program as of December 31, 2026, if Applicants record a “Deed of Agreement Relating to Development Rights” with the Farm Preservation Program by December 31, 2026.

DATED March 5, 2026.



Devon Shannon
Hearing Examiner

NOTICE OF RIGHT TO APPEAL

A party may appeal an Examiner report and recommendation by following the steps described in KCC 20.22.230. By **4:30 p.m.** on *March 30, 2026*, an electronic appeal statement must be sent to Clerk.Council@kingcounty.gov, to hearingexaminer@kingcounty.gov, and to the party email addresses on the front page of this report and recommendation. Please consult KCC 20.22.230 for the exact filing requirements.

If a party fails to timely file an appeal, the Council does not have jurisdiction to consider that appeal. Conversely, if the appeal requirements of KCC 20.22.230 are met, the Examiner will notify parties and interested persons and will provide information about next steps in the appeal process.

MINUTES OF THE FEBRUARY 26, 2026, HEARING ON THE APPLICATION OF TROY AND KRISTEN BARROWS, FILE NO. E25CT004

Devon Shannon was the Hearing Examiner in this matter. A verbatim recording of the hearing is available in the Hearing Examiner's Office.

The following exhibits were offered by DNRP and entered into the record:

Exhibit no. 1	DNRP report to the Hearing Examiner
Exhibit no. 2	<i>Reserved for future submission of the affidavit of hearing publication</i>
Exhibit no. 3	Legal notice and introductory ordinance to the King County Council
Exhibit no. 4	Arcview/orthophotograph and aerial map
Exhibit no. 5	Application signed and notarized



Signature Report

Ordinance

Proposed No. 2026-0007.2

Sponsors Perry

1 AN ORDINANCE concurring with the recommendation of
2 the hearing examiner to approve, subject to conditions, the
3 application for public benefit rating system assessed
4 valuation for open space submitted by Melissa Mohr and
5 Eric Seidenberger for property located at 1705 SW 156th
6 Street, Vashon, WA, designated department of natural
7 resources and parks, water and land resources division file
8 no. E25CT006.

9 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

10 SECTION 1. This ordinance does hereby adopt and incorporate herein as its
11 findings and conclusions the findings and conclusions contained in Attachment A to this
12 ordinance, the report and recommendation of the hearing examiner dated March 5, 2026,
13 to approve subject to conditions, the application for public benefit rating system assessed
14 valuation for open space submitted by Melissa Mohr and Eric Seidenberger for property
15 located at 1705 SW 156th Street, Vashon, WA, designated department of natural
16 resources and parks, water and land resources division file no. E25CT006. The council

17 does hereby adopt as its action the recommendation or recommendations contained in the
18 examiner's report.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: A. Hearing Examiner Report dated March 5, 2026

March 5, 2026

**OFFICE OF THE HEARING EXAMINER
KING COUNTY, WASHINGTON**
Telephone (206) 477-0860
hearingexaminer@kingcounty.gov
www.kingcounty.gov/independent/hearing-examiner

**REPORT AND RECOMMENDATION
TO THE KING COUNTY COUNCIL
FOR CURRENT USE ASSESSMENT**

SUBJECT: Department of Natural Resources and Parks file no. **E25CT006**
Proposed ordinance no. **2026-0007**
Parcel no/s. **242302-9038**

MELISSA MOHR AND ERIC SEIDENBERGER

Application for Current Use Assessment under the Public Benefit Rating System

Location: 1705 SW 156th Street, Vashon

Applicants: **Melissa Mohr and Eric Seidenberger**
11705 SW 156th Street
Vashon, WA 98070
Telephone: (859) 312-1981
Email: mnmohr@gmail.com

King County: Department of Natural Resources and Parks
represented by **Bill Bernstein**
201 S. Jackson Street
Suite 5601
Seattle, WA 98104
Telephone: (206) 477-4643

SUMMARY OF RECOMMENDATIONS:

Department's Recommendation: Approve 7.88 acres for 50% reduction in appraised value.

Examiner's Recommendation: Approve 7.88 acres for 50% reduction in appraised value.

PROCEDURAL BACKGROUND:

Per Ch. 20.36 KCC, the Department of Natural Resources and Parks (DNRP) transmitted the subject application along with its Report for Property Enrollment in the Public Benefit Rating System (PBRS) File No. E25CT006, to the Examiner.

On February 26, 2026, the Examiner conducted a remote public hearing on the application Bill Bernstein, representing DNRP, presented the application and DNRP’s recommendation.

FINDINGS AND CONCLUSIONS:

1. Except as modified herein, the facts set forth in DNRP’s staff report and testimony at the February 26, 2026, public hearing are correct and incorporated here by reference. We will provide copies of this report and DNRP’s staff report to the King County Council for final action.
2. The property at issue is at 1705 SW 156th Street, Vashon, Parcel No. 242302-9038, owned by the Applicants Melissa Mohr Eric Seidenberger.
3. The Applicants timely filed an application with King County for current use assessment of the above identified property under the PBRS to begin in 2026.
4. Timely and proper legal notice of the public hearing on the application was provided.
5. **PBRS Categories.** A list of the PBRS Open Space Resource categories requested by the Applicant and identified by DNRP as relevant to the property are provided below. Categories that DNRP determined were eligible (or eligible with contingencies) for credit are assigned the applicable number of points.

Aquifer protection area	5
Farm and agricultural conservation land	5
<hr style="width: 100%; border: 0.5px solid black;"/>	
Total points awarded	10

The DNRP-recommended score of 10 points results in a 50% reduction in the appraised value of the enrolled portion of the property. Each category with DNRP recommended points is discussed below.

6. **Aquifer protection area – 5 points.** The entire property is located in an area designated as a critical aquifer recharge area (CARA 3). The natively forested area is greater than one acre in size and meets the minimum required acreage for this category.
7. **Farm and agricultural conservation land - 5 points.** The property contains approximately five acres of traditional farmland that is being managed according to an approved King Conservation District farm management plan.

8. **Contingencies, Conditions, and Requirements.**

- A. There is no contingency for approval of a farm management plan because the property is already being managed in accordance with a King Conservation District-approved farm management plan.
- B. Award of points for the “farm and agricultural conservation land” category requires an annual progress report from the landowner which must be sent to PBRS staff each year by either email or other agreed method.
- C. Award of points under all categories requires ongoing control and removal of invasive plant species and noxious weeds on the property.
- D. All other requirements as listed in DNRP’s staff report are incorporated.

9. **Enrollment Acreage.** The Applicants requested 7.40 acres and DNRP recommends 7.88 acres of the subject property be enrolled in the PBRS program. (Enrollment acreage is the entire parcel less the excluded area, as calculated by DNRP. If the County Assessor’s official parcel size is revised, the PBRS acreage shall be administratively adjusted to reflect that change.)

10. Approval of 10 points and a current use valuation of 50% reduction in appraised value for 7.88 acres is consistent with Ch. 20.36 KCC and with the purposes and intent of King County to maintain, preserve, conserve, and otherwise continue in existence adequate open space lands and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of King County and its citizens.

RECOMMENDATION:

APPROVE a 50% reduction in appraised value for a 7.88 acre portion of the property, subject to the requirements as set forth herein and in DNRP’s staff report.

DATED March 5, 2026.



Devon Shannon
Hearing Examiner

NOTICE OF RIGHT TO APPEAL

A party may appeal an Examiner report and recommendation by following the steps described in KCC 20.22.230. By **4:30 p.m.** on *March 30, 2026*, an electronic appeal statement must be sent to Clerk.Council@kingcounty.gov, to hearingexaminer@kingcounty.gov, and to the party email addresses on the front page of this report and recommendation. Please consult KCC 20.22.230 for the exact filing requirements.

If a party fails to timely file an appeal, the Council does not have jurisdiction to consider that appeal. Conversely, if the appeal requirements of KCC 20.22.230 are met, the Examiner will notify parties and interested persons and will provide information about next steps in the appeal process.

MINUTES OF THE FEBRUARY 26, 2026, HEARING ON THE APPLICATION OF MELISSA MOHR AND ERIC SEIDENBERGER, FILE NO. E25CT006

Devon Shannon was the Hearing Examiner in this matter. A verbatim recording of the hearing is available in the Hearing Examiner's Office.

The following exhibits were offered by DNRP and entered into the record:

Exhibit no. 1	DNRP report to the Hearing Examiner
Exhibit no. 2	<i>Reserved for future submission of the affidavit of hearing publication</i>
Exhibit no. 3	Legal notice and introductory ordinance to the King County Council
Exhibit no. 4	Arcview/orthophotograph and aerial map
Exhibit no. 5	Application signed and notarized



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance

Proposed No. 2026-0008.2

Sponsors Perry

1 AN ORDINANCE concurring with the recommendation of
2 the hearing examiner to approve, subject to conditions, the
3 application for public benefit rating system assessed
4 valuation for open space submitted by Darrin and Sherry
5 Qualls for property located at 26244 SE 383 St, Enumclaw,
6 WA, designated department of natural resources and parks,
7 water and land resources division file no. E25CT008.

8 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

9 SECTION 1. This ordinance does hereby adopt and incorporate herein as its
10 findings and conclusions the findings and conclusions contained in Attachment A to this
11 ordinance, the report and recommendation of the hearing examiner dated March 5, 2026,
12 to approve subject to conditions, the application for public benefit rating system assessed
13 valuation for open space submitted by Darrin and Sherry Qualls for property located at
14 26244 SE 383 St, Enumclaw, WA, designated department of natural resources and parks,

- 15 water and land resources division file no. E25CT008. The council does hereby adopt as
16 its action the recommendation or recommendations contained in the examiner's report.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: A. Hearing Examiner Report dated March 5, 2026

**OFFICE OF THE HEARING EXAMINER
KING COUNTY, WASHINGTON**
Telephone (206) 477-0860
hearingexaminer@kingcounty.gov
www.kingcounty.gov/independent/hearing-examiner

**REPORT AND RECOMMENDATION
TO THE KING COUNTY COUNCIL
FOR CURRENT USE ASSESSMENT**

SUBJECT: Department of Natural Resources and Parks file no. **E25CT008**
Proposed ordinance no. **2026-0008**
Parcel no/s. **362106-9011**

DARRIN AND SHERRY QUALLS

Application for Current Use Assessment under the Public Benefit Rating System

Location: 26244 SE 383 St, Enumclaw

Applicants: **Darrin and Sherry Qualls**
26244 SE 383 St
Enumclaw, WA 98022
Telephone: (253) 347-9846
Email: sherryaqualls@gmail.com

King County: Department of Natural Resources and Parks
represented by **Megan Kim**
201 S. Jackson Street
Suite 5601
Seattle, WA 98104
Telephone: (206) 477-4788

SUMMARY OF RECOMMENDATIONS:

Department's Recommendation: Approve 9.75 acres for 50% reduction in appraised value.

Examiner's Recommendation: Approve 9.75 acres for 50% reduction in appraised value.

PROCEDURAL BACKGROUND:

Per Ch. 20.36 KCC, the Department of Natural Resources and Parks (DNRP) transmitted the subject application along with its Report for Property Enrollment in the Public Benefit Rating System (PBRs) File No. E25CT008, to the Examiner.

On February 26, 2026, the Examiner conducted a remote public hearing on the application. Megan Kim, representing DNRP, presented the application and DNRP’s recommendation. Applicants Darrin and Sherry Qualls attended the hearing but did not participate.

FINDINGS AND CONCLUSIONS:

1. Except as modified herein, the facts set forth in DNRP’s staff report and testimony at the February 26, 2026, public hearing are correct and incorporated here by reference. We will provide copies of this report and DNRP’s staff report to the King County Council for final action.
2. The property at issue is at 26244 SE 383 St, Enumclaw, Parcel No/s 362106-9011, owned by the Applicants Darrin and Sherry Qualls.
3. The Applicants timely filed an application with King County for current use assessment of the above identified property under the PBRs to begin in 2026.
4. Timely and proper legal notice of the public hearing on the application was provided.
5. **PBRs Categories.** A list of the PBRs Open Space Resource categories requested by the Applicant and identified by DNRP as relevant to the property are provided below. Categories that DNRP determined were eligible (or eligible with contingencies) for credit are assigned the applicable number of points.

PBRs categories:	Ecological enhancement land	0
	Farm and agricultural land	5
	Rural open space	0
	Scenic resource, viewpoint, or view corridor	0
	Total points awarded	5

The DNRP-recommended score of 5 points results in a 50% reduction in the appraised value of the enrolled portion of the property. Each category with DNRP recommended points is discussed below.

6. **Farm and agricultural conservation land - 5 points.** The property contains 9.75 acres of farmland that has the potential to be managed according to an approved King Conservation District farm management plan. Without approval of a farm management plan by King Conservation District, the property will not qualify for the PBRs program.

7. **Contingencies, Conditions, and Requirements.**
- A. Enrollment is contingent on submittal of a King Conservation District-approved farm management plan by December 31, 2026. Because the property is not eligible for any other PBRS resource category, failure to qualify as farm and agricultural conservation land precludes the property from enrolling in PBRS.
 - B. Award of points for the “farm and agricultural conservation land” category requires an annual progress report from the landowner which must be sent to PBRS staff each year by either email or other agreed to method.
 - C. Award of points under all categories requires ongoing control and removal of invasive plant species and noxious weeds on the property.
 - D. All other requirements as listed in DNRP’s staff report are incorporated.
8. **Enrollment Acreage.** The Applicants requested 10 acres and DNRP recommends 9.75 acres of the subject property be conditionally enrolled in the PBRS program. (Enrollment acreage is the entire parcel less the excluded area, as calculated by DNRP. In the event the County Assessor’s official parcel size is revised, the PBRS acreage shall be administratively adjusted to reflect that change.)
9. Conditional approval of 5 points with a 50% reduction in appraised value for 9.75 acres is consistent with Ch. 20.36 KCC and with the purposes and intent of King County to maintain, preserve, conserve, and otherwise continue in existence adequate open space lands and to assure the use and enjoyment of natural resources and scenic beauty for the economic and social well-being of King County and its citizens.

RECOMMENDATION:

CONDITIONALLY APPROVE enrollment of 9.75 acres in the PBRS program, with an award of 5 points and a 50% reduction in appraised value of the enrolled property, subject to submittal of an approved farm management plan by December 31, 2026, and further subject to the requirements as set forth herein and in DNRP’s staff report.

DATED March 5, 2026.



Devon Shannon
Hearing Examiner

NOTICE OF RIGHT TO APPEAL

A party may appeal an Examiner report and recommendation by following the steps described in KCC 20.22.230. By **4:30 p.m.** on **March 30, 2026**, an electronic appeal statement must be sent to Clerk.Council@kingcounty.gov, to hearingexaminer@kingcounty.gov, and to the party email addresses on the front page of this report and recommendation. Please consult KCC 20.22.230 for the exact filing requirements.

If a party fails to timely file an appeal, the Council does not have jurisdiction to consider that appeal. Conversely, if the appeal requirements of KCC 20.22.230 are met, the Examiner will notify parties and interested persons and will provide information about next steps in the appeal process.

MINUTES OF THE FEBRUARY 26, 2026, HEARING ON THE APPLICATION OF DARRIN AND SHERRY QUALLS, FILE NO. E25CT008

Devon Shannon was the Hearing Examiner in this matter. A verbatim recording of the hearing is available in the Hearing Examiner's Office.

The following exhibits were offered by DNRP and entered into the record:

Exhibit no. 1	DNRP report to the Hearing Examiner
Exhibit no. 2	<i>Reserved for future submission of the affidavit of hearing publication</i>
Exhibit no. 3	Legal notice and introductory ordinance to the King County Council
Exhibit no. 4	Arcview/orthophotograph and aerial map
Exhibit no. 5	Application signed and notarized



Signature Report

Motion

Proposed No. 2026-0025.2

Sponsors Fain

1 A MOTION related to public transportation, approving the
2 King County Metro Public Transportation Agency Safety
3 Plan 2025 and the King County Metro Public
4 Transportation Agency Safety Plan 2026, in accordance
5 with the Federal Transit Administration's Public
6 Transportation Agency Safety Plan regulations and the
7 Bipartisan Infrastructure Law.

8 WHEREAS, Federal Transit Administration ("FTA") regulations, set forth in 49
9 C.F.R. Part 673, require all direct and primary recipients of FTA funding to establish a
10 Public Transportation Agency Safety Plan ("PTASP") within one calendar year after July
11 19, 2019, and

12 WHEREAS, 49 C.F.R. Part 673.11(a)(1) requires that the PTASP and any
13 subsequent updates thereto be signed by the Accountable Executive and approved by the
14 agency's Board of Directors or an Equivalent Authority, and

15 WHEREAS, in November 2021, the Bipartisan Infrastructure Bill ("the BIL"),
16 which imposed additional requirements for the development of Public Transportation
17 Agency Safety Plans by transit agencies, was signed into law, and

18 WHEREAS, the King County Metro transit department, as a transit provider and
19 direct recipient of FTA funding, is required to comply with the requirements in 49 C.F.R.
20 Part 673.11(a)(1) and the BIL, and

21 WHEREAS, in accordance with 49 C.F.R. Part 673.11(a)(1), the general manager
22 of the King County Metro transit department signed, and the King County council
23 approved by Motion 16618, the King County Metro Public Transportation Agency Safety
24 Plan 2024 dated May 2024, and

25 WHEREAS, consistent with new requirements imposed by the BIL, the King
26 County Metro transit department developed the King County Metro Public
27 Transportation Agency Safety Plan 2025 and the King County Metro Public
28 Transportation Agency Safety Plan 2026, which update the King County Metro Public
29 Transportation Agency Safety Plan 2024 dated May 2024, and

30 WHEREAS, in accordance with 49 C.F.R. Part 673.11(a)(1), the King County
31 Metro Public Transportation Agency Safety Plan 2025 and the King County Metro Public
32 Transportation Agency Safety Plan 2026 have been signed by the King County Metro
33 transit department general manager as the Accountable Executive;

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

35 The King County council hereby approves the King County Metro Public
36 Transportation Agency Safety Plan 2025 and 2026, which are Attachments A and
37 B to this motion. The King County executive is requested to transmit a copy of
38 Attachments A and B to this motion, with a copy of the final, signed Signature

- 39 Report of this motion attached to Attachments A and B to this motion as
40 Appendix A, to the Federal Transit Administration.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: A. King County Metro Public Transportation Agency Safety Plan (PTASP) 2025, updated March 17, 2026, B. King County Metro Public Transportation Agency Safety Plan (PTASP) 2026, updated March 17, 2026

King County Metro Public Transportation Agency Safety Plan

2025
Updated March 17, 2026



King County

King County Metro Transit Department
201 Jackson St., Seattle, WA 98104

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Revision Summary

Date	Revision #	Changes
2020	1.0	First Issue
2023	2.0	Incorporation of new safety policy; addition of Public Transportation Agency Safety Plan Review Committee information; update of Safety, Security and Quality Assurance responsibilities; update of safety targets; and addition of new safety risk management matrix.
2024	3.0	Removal of 'Agency Safety Plan' references and replaced with 'Public Transportation Agency Safety Plan'; update to format providing more consistency, useability, and better comprehension; update of safety targets; update to Senior Management roles and responsibilities related to PTASP implementation; Removed Executive Safety Committee and replaced with the Bipartisan Infrastructure Law Committee.
2025	4.0	Streamlined language for clarity and readability; standardized abbreviations and section titles for consistency; updated references to reflect current practices and regulatory requirements; clarified roles and responsibilities, including updates to the BIL Committee; simplified formatting and tables to improve usability and comprehension.

Public Transportation Agency Safety Plan Review

Bipartisan Infrastructure Law Committee Approval

King County Metro Transit Department (MTD) and its labor partners are mutually committed to providing a safe workplace and increasing employee engagement on safety and security matters. The Bipartisan Infrastructure Law (BIL) Committee is a joint effort to review MTD's Public Transportation Agency Safety Plan (PTASP) in advance of formal adoption through the King County Council. This committee ensures the MTD PTASP is making sufficient progress toward compliance with the requirements of 49 United States Code §5329, chiefly that it reflects the specific safety objectives, standards, and priorities of the transit agency, and incorporates Safety Management System (SMS) principles and methods tailored to the size, complexity, and scope of the system.

The members of the BIL Committee verify that the PTASP addresses all applicable requirements of the Public Transportation Safety Program and the National Public Transportation Safety Plan (NPTSP) regulations.

BIL Committee Members

Rebecca Frankhouser, Chair
Director/Chief Safety and Security Officer (CSO)
Safety, Security, and Quality Assurance (SSQA) Division
King County Department of Metro Transit

Jacqueline Korte, SMS Executive
Senior Quality Assurance Auditor
SSQA Division
King County Department of Metro Transit

Michael Mackay, Committee Member
Transit Operator
Bus Operations Division
King County Department of Metro Transit

Arvin Vulliet, Committee Member
Transit Mechanic
Vehicle Maintenance Division
King County Department of Metro Transit

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Concurrences and Approval

MTD PTASP

Version 4.0 - March 2026

By signing this document, the Accountable Executive and the SSQA Director/ CSO verify that PTASP addresses all applicable requirements of the Public Transportation Safety Program and the NPTSP.

Signature

Rebecca Frankhouser
SSQA Director/CSO
King County Department of Metro Transit

Date

Signature

Michelle Allison
General Manager/Accountable Executive
King County Department of Metro Transit

Date

(See Motion attached at the end of the PTASP)
King County Council
(Board of Directors equivalent)

List of Abbreviations

Abbreviations	Meanings
APTA	American Public Transportation Association
ATU	Amalgamated Transit Union
BIL	Bipartisan Infrastructure Law
CAO	Chief Administrative Officer
CAP	Corrective Action Plan
CDC	Center for Disease Control
CF	Control Factor
CFR	Code of Federal Regulations
CPTED	Crime Prevention Through Environmental Design
CSO	Chief Safety and Security Officer
DOSH	Division of Occupational Safety and Health
EEO	Equal Employment Opportunity
EMG	Extended Management Group
FMCSA	Federal Motor Carrier Safety Administration
FTA	Federal Transit Administration
HR	Human Resources
ITP	Individual Training Plan
L&I	Washington State Department of Labor and Industries
LMS	Learning Management System
MAP-21	Moving Ahead for Progress in the 21 st Century Act
MBR	Monthly Business Review
MLT	Metro Leadership Team
MTBE	Mean Time Between Events
MTD	King County Metro Transit Department
N/A	Not Applicable
NPTSP	National Public Transportation Safety Plan
NTD	National Transportation Database
NTSB	National Transportation Safety Board
OSFR	Operator Service and Facilities Reports
OSHA	Occupational Safety and Health Administration
OSONOC	Other Safety Occurrence Not Otherwise Classified
PPE	Personal Protective Equipment
PTASP	Public Transportation Agency Safety Plan
PTSCPTP	Public Transportation Safety Certification Training Program
SaFE	Safety, Security and Fare Enforcement
SCC	Safety and Security Certification
SDOT	Seattle Department of Transportation
SLT	Senior Leadership Team
SME	Subject Matter Experts
SMS	Safety Management System
SoGR	State of Good Repair
SPT	Safety Performance Targets
SRM	Safety Risk Management

SRMWG	Safety Risk Management Working Group
SSaM	Safety and Security Management System
SSDMP	Safety and Security Data Management Program
SSOA	State Safety Oversight Agency
SSQA	Safety, Security, and Quality Assurance
ST	Sound Transit
TSA	Transportation Safety Administrators
TSI	Transportation Safety Institute
USCG	United States Coast Guard
USDOT	United States Department of Transportation
VRM	Vehicle Revenue Miles

Introduction

The MTD PTASP is a comprehensive document intended to ensure the safety of customers, employees, contractors, emergency responders, and the public. This plan provides information on MTD's SMS.

During the SMS implementation process, acceptance of this PTASP by the Federal Transit Administration (FTA) does not constitute approval or acceptance of any process or component of the SMS. MTD employees and contractors are required to comply with this plan.

The MTD Accountable Executive function is carried out by the General Manager. The MTD General Manager meets the requirements of 49 Code of Federal Regulations (CFR) 673.5 and 49 CFR 673.23(d)(1). See Section 1.5.1.2 of this plan for more information on the General Manager's role and responsibilities related to SMS.

The MTD CSO function is carried out by the SSQA Director. See Section 1.5.4.4 of this plan for more information on the CSO's role and responsibilities related to SMS.

The PTASP is reviewed and revised annually (once per year). The CSO is responsible for initiating revision of the PTASP. Review of the PTASP is conducted with the Metro Leadership Team (MLT) and SSQA, and with labor partners through the BIL Committee. The final draft, including all changes, is submitted to the King County Council for approval via the General Manager. Once approved, the PTASP is distributed to MTD employees and other stakeholders. The revised PTASP should be maintained and available for review by regulatory authorities or other stakeholders as required.

Updates to the PTASP reflect changes to operating or maintenance procedures, policies, rules, and/or the operating environment; they may also be made in response to regulatory requirements, audit findings, investigations, or other reviews.

MTD is committed to developing forward-thinking innovation in managerial and technical safety processes. To that end, this PTASP establishes SMS principles as its foundation. The four SMS components that apply to all facets of the Authority include the following.

Section I: Safety Policy – Aligns all divisions of MTD under SMS to prioritize safety in management decision making.

- Safety Management Policy Statement
- Authorities, accountabilities and responsibilities for management of safety
- Safety Risk Reduction Program

Section II: Safety Risk Management (SRM) – Processes that identify hazards, evaluate and resolve risk.

- Hazard identification
- Safety risk assessment
- Safety risk mitigation

Section III: Safety Assurance – Ensure all objectives are met through effective data collection and assessment.

- Safety performance monitoring and measurement
- Management of change
- Continuous improvement

Section IV: Safety Promotion – Encourage workplace and public confidence, in knowledge of, and engagement with MTD’s commitment to ensuring safety.

- Safety communication
- Competencies and training

These four components are the means of achieving the highest level of safety for MTD’s customers, employees, contractors, emergency responders, and the general public. SMS is a comprehensive, collaborative approach that brings management and labor together to build on MTD’s existing safety foundation. The system has been designed to control risk, detect, and correct safety problems earlier, share and analyze safety data more effectively, and measure safety performance more carefully. SMS is about applying resources to risk. It’s based on ensuring that MTD has the organizational infrastructure to best support decision-making and the assignment of resources at all levels.

The PTASP Rule, 49 U.S.C. §5329, requires transit operators who receive 5307 funding to develop an Agency Safety Plan rooted in SMS principles and methodology in accordance with 49 C.F.R. Part 673.

MTD receives the following FTA funding types:

- Section 5307 Urbanized Area Formula Program
- Section 5307 Passenger Ferry Grant Program
- Section 5339 Bus and Bus Facilities
- Section 5339 Low and No Emissions Program
- Section 5337 High-Intensity Fixed Guideway
- Section 5337 High-Intensity Motor Bus
- Section 5309 New Starts/Small Starts

- Section 5310 Enhanced Mobility for Seniors and People with Disabilities
- Section 5312 Transportation Innovation Program

SMS Implementation Strategy

In alignment with the FTA’s SMS regulations, MTD will implement its SMS to include Safety Policy, SRM, Safety Assurance, and Safety Promotion.

Once completed, each of the four components involves concrete tasks and activities that will signify that the objectives of that SMS implementation have been achieved. Below are tasks and activities to be completed in each phase of SMS implementation.

Component 1: Safety Policy

Tasks to be completed for Safety Policy include:

- COMPLETE
 - Create a process to update and sign the safety policy
 - Create a BIL Committee (formerly the Public Transportation Safety Plan Review Committee) with Labor partners
 - Create an SMS Liaison role for SMS implementation support for each division
 - Conduct a review of existing safety programs at MTD compared to new federal and state regulations
 - Conduct a gap analysis to determine activities necessary to implement SMS successfully
 - Ensure the MTD PTASP meets regulatory requirements under federal regulations
 - Create a report processing program
- IN PROGRESS
 - Establish a system that tracks and documents all tasks from Safety Assurance
 - Establish a system that tracks and documents all tasks from SRM
 - Create a policy on making updates to the PTASP
 - Create a web-based platform to house and share SMS documentation

Component 2: SRM

Tasks to be completed for SRM include:

- COMPLETE
 - Identify SMS accountabilities of MTD management

- Improve criteria and guidance for hazard identification/analysis tools and activities
- Finalize the SRM Section

Component 3: Safety Assurance

Tasks to be completed for Safety Assurance include:

- COMPLETE
 - Create a report processing program [COMPLETE]
 - Develop Corrective Action Plan (CAP) documentation to capture all corrective actions from Safety Assurance
 - Develop a strategy to compile, analyze and find trends in data coming from the system
 - Develop a process to identify SRM triggers and CAPs at the division level
 - Refine safety performance indicators and targets for continuous improvement
- IN PROGRESS
 - Identify Safety Assurance inputs
 - Review and enhance the process to ensure that no service delivery operations are initiated before changes have been evaluated for safety impact
 - Develop and execute training in Safety Assurance CAPs*
 - Determine how to review and track the trends at a division level (safety meeting structure)
 - Determine how the information will be disseminated from the divisions to accountable executive and senior leaders

Component 4: Safety Promotion

Tasks to be completed for Safety Promotion include:

- COMPLETE
 - Create a process for housing all SMS records in a Learning Management System (LMS)
 - Establish an SMS Steering Committee and SMS Transition Team for the implementation of SMS
 - Promote the employee safety reporting program to frontline employees

- IN PROGRESS
 - Create, deliver, and document Initial SMS Basic Training¹
 - Create, deliver, and document training for people accepting risk¹
 - Create, deliver, and document training for people performing risk assessments¹
 - Create, deliver, and document training on CAPs¹
 - Develop the infrastructure for safety performance communication throughout MTD
 - Set up communication platforms for the successful distribution of SRM processes from division leaders to frontline staff
 - Measure employee perceptions of safety and culture at MTD, communicate the results, and take actions related to safety culture improvement

¹ See Section 4.2 Competencies and Training.

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1 Section I: Safety Policy

1.1 Safety Management Policy Statement

The MTD safety policy statement is memorialized in King County Department Policies and Procedures.

MTD is committed to the following:

- A. Support the management of safety through the provision of appropriate resources that will result in an organizational culture that fosters safe practices, encourages effective employee safety reporting and communication, and actively manages safety with the same attention as given to other management systems of the organization.
- B. Integrate the management of safety among the primary responsibilities and accountabilities of all employees.
- C. Clearly define for all employees the expectations which they will be accountable for in the delivery and performance management of the organization's SMS.
- D. Establish and operate hazard identification and analysis and safety risk assessment activities.
- E. Promote a non-punitive employee safety reporting program as a fundamental source for safety assurance inputs. Ensure that no action will be taken against any employee who discloses a safety concern through the employee safety reporting program, unless disclosure indicates, beyond any reasonable doubt, the employee's direct involvement in an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures.
- F. Comply with legislative and regulatory requirements.
- G. Whenever possible, meet or exceed industry standards and best practices.
- H. Ensure that sufficient, skilled, and trained employees are available to implement SMS.
- I. Ensure that all employees are provided with adequate and appropriate safety-related information, training, and equipment; are competent in safe practices; and are allocated tasks commensurate with their skills.
- J. Establish and measure MTD's safety performance against realistic and data-driven safety performance indicators and safety performance targets (SPT).
- K. Continually improve MTD's safety performance through management processes that use data to ensure that appropriate safety management action is taken and is effective.
- L. Ensure externally supplied systems and services to support MTD operations are delivered and maintained to meet the organization's safety performance standards.

- M. Create processes, practices, and procedures that build a pro-equity organization and workplace culture where all employees feel safe and can thrive.

1.2 Safety Performance Targets

Under the Moving Ahead for Progress in the 21st Century Act (MAP-21), the United States Department of Transportation (USDOT) and the FTA have established safety performance criteria and state of good repair (SoGR) standards in the NPTSP that all transit agencies must meet, at a minimum. Accordingly, the PTASP provides for safety performance objectives that meet or exceed those federal performance criteria and SoGR. The Accountable Executive reviews the PTASP annually for approval.

The PTASP provides strategic and management performance objectives to affirm and execute its commitment to provide a safe, reliable, and sustainable regional transportation service, and ensures compliance with federal, state, and local regulations and appropriate industry best practices. It establishes collaborative and progressive system safety, oversight, and management processes to demonstrate its dedication to safety.

Table 1 describes MTD’s overarching goals. The specific targets relative to each goal are provided in the tables following these descriptions.

Table 1.1 Safety Performance Measures

Safety Performance Measure		Description
1	Major Events*	This includes all safety and security major events as defined by the National Transportation Database (NTD).
2	Major Event Rate*	This includes all safety and security major events as defined by the NTD, divided by Vehicle Revenue Miles (VRM).
3	Collisions**	This includes all collisions reported to the NTD.
4	Collision Rate*	This includes all collisions reported to the NTD, divided by VRM.
5	Pedestrian Collision Rate	This includes all collisions “with a person,” as defined by the NTD, divided by VRM.
6	Vehicular Collision Rate	This includes all collisions “with a motor vehicle,” as defined by the NTD, divided by VRM.
7	Fatalities	This includes all fatalities as defined by the NTD.
8	Fatality Rate	This includes all fatalities as defined by the NTD, divided by VRM.
9	Transit Worker Fatality Rate	This includes all transit worker fatalities as defined by the NTD, including the categories “Transit Employee/Contractor,” “Transit Vehicle Operator,” and “Other Transit Staff,” divided by VRM.
10	Injuries*	This includes all injuries as defined by the NTD.
11	Injury Rate*	This includes all injuries as defined by the NTD, divided by VRM.
12	Transit Worker Injury Rate	This includes all transit worker injuries as defined by the NTD, including the categories “Transit Employee/Contractor,” “Transit Vehicle Operator,” and “Other Transit Staff,” divided by VRM.
13	Assaults on Transit Workers*	This includes all assaults on transit workers as defined by the NTD.
14	Rate of Assaults on Transit Workers*	This includes all assaults on transit workers as defined by the NTD, divided by VRM.
15	System Reliability	This includes Major Mechanical System failures as defined by the NTD.

* Indicates Safety Performance Measure that is also part of the Safety Risk Reduction Program.

** Indicated Safety Performance Measure that is only part of the Safety Risk Reduction Program.

1.2.1 Major Events

SPTs for major events include all safety and security events as defined by the NTD and targets were set by reviewing the previous three years of data.

Table 1.2 SPT, Major Events

Route Type	Safety Performance Measure	SPT
Fixed Route Bus	Major Events	149 events
Non-Fixed Route Bus	Major Events	0 events

1.2.2 Major Event Rate

SPTs for Major Event Rate includes all safety and security major events as defined by the NTD, divided by VRM. Targets were set by reviewing the previous three years of data.

Table 1.3 SPT, Major Event Rate

Route Type	Safety Performance Measure	SPT
Fixed Route Bus	Major Event Rate	3.52 events per million miles
Non-Fixed Route Bus	Major Event Rate	0.00 events per 100,000 miles

1.2.3 Collision

Collisions are vehicle accidents in which there is an impact of a transit vehicle with another transit vehicle, a non-transit vehicle, a fixed object, a person or persons (suicide/attempted suicide included), an animal, a rail vehicle, a vessel, or a dock. SPT for collisions were set by reviewing the previous three years of data.

Table 1.4 SPT, Collisions

Route Type	Safety Performance Measure	SPT
Fixed Route Bus	Collisions	1721 collisions
Non-Fixed Route Bus	Collisions	329 collisions

1.2.4 Collision Rate

MTD Collision rate includes all collisions reported to the NTD, divided by VRM. Targets were set by reviewing the previous three years of data.

Table 1.5 SPT, Collision Rate

Route Type	Safety Performance Measure	SPT
Fixed Route Bus	Collision Rate	37.05 collisions per million miles
Non-Fixed Route Bus	Collision Rate	0.33 collisions per 100,000 miles

1.2.5 Pedestrian Collision Rate

A pedestrian is not a driver of a motor vehicle and is either walking or using a wheelchair, bicycle, or other micromobility device. A pedestrian collision is an event that occurs when a transit revenue vehicle makes contact with a pedestrian. This SPT is calculated by taking the total number of pedestrian collisions divided by VRM, and the target was set using the previous three years of data.

Table 1.6 SPT, Pedestrian Collision Rate

Route Type	Safety Performance Measure	SPT
Fixed Route Bus	Pedestrian Collision Rate	0.72 pedestrian collisions per million miles
Non-Fixed Route Bus	Pedestrian Collision Rate	0.00 pedestrian collisions per 100,000 miles

1.2.6 Vehicular Collision Rate

A vehicle collision is an event that occurs when a transit revenue service vehicle collided with another vehicle. This SPT is calculated by taking the total number of vehicle collisions divided by VRM, and the target was set using the previous three years of data.

Table 1.7 SPT, Vehicular Collision Rate

Route Type	Safety Performance Measure	SPT
Fixed Route Bus	Vehicular Collision Rate	23.76 vehicular collision per million miles
Non-Fixed Route Bus	Vehicular Collision Rate	0.37 vehicular collisions per 100,000 miles

1.2.7 Fatalities

A fatality is a death confirmed within 30 days of a safety event and excludes trespassing and suicide-related fatalities. Please note: A safety event means a collision, derailment, fire, hazardous material spill, act of nature, evacuation, or Other Safety Occurrence Not Otherwise Classified (OSONOC) occurring on transit right-of-way, in a transit revenue facility, in a transit maintenance facility, or involving a transit revenue vehicle and meeting established NTD thresholds.

Table 1.8 SPT, Fatalities

Route Type	Safety Performance Measure	SPT
Fixed Route Bus	Fatalities	2 fatalities
Non-Fixed Route Bus	Fatalities	0 fatalities

1.2.8 Fatality Rate

MTD fatality rates vary across transportation modes due to distinct operating environments and the inherent safety and risk exposure associated with each. MTD’s rate of fatalities is monitored and measured by the total number of fatalities divided by VRM. Targets were set by reviewing the previous three years of data.

Table 1.9 SPT, Fatality Rate

Route Type	Safety Performance Measure	SPT
Fixed Route Bus	Fatality Rate	0.04 fatalities per million miles
Non-Fixed Route Bus	Fatality Rate	0.00 fatalities per 100,000 miles

1.2.9 Transit Worker Fatality Rate

MTD Transit work fatality rate includes all transit worker fatalities as defined by the NTD, including the categories “Transit Employee/Contractor,” “Transit Vehicle Operator,” and “Other Transit Staff,” divided by VRM. Targets were set by reviewing the previous three years of data.

Table 1.10 SPT, Transit Worker Fatality Rate

Route Type	Safety Performance Measure	SPT
Fixed Route Bus	Transit Worker Fatality Rate	0.00 transit worker fatalities per million miles
Non-Fixed Route Bus	Transit Worker Fatality Rate	0.00 transit worker fatalities per 100,000 miles

1.2.10 Injuries

Any damage or harm to people as a result of an event that requires immediate medical attention away from the scene. It does not include harm resulting from a drug overdose, exposure to the elements, illness, natural causes, or occupational safety events occurring in administrative buildings. MTD reports to the NTD anytime a person is transported away from the scene for medical attention and reports this event as an injury, whether or not the person appears to be injured.

If an individual seeks medical care several hours after an event or in the days following an event, that individual is not reportable as an injury. A reportable injury requires that the individual receive medical attention at a location other than the location at which the event occurred. This distinction serves to exclude minor first aid or other minor medical assistance received at the scene. Targets were set by reviewing the previous three years of data.

Table 1.11 SPT, Injuries

Route Type	Safety Performance Measure	SPT
Fixed Route Bus	Injuries	196 injuries
Non-Fixed Route Bus	Injuries	0 injuries

1.2.11 Injury Rate

MTD injury rate includes all injuries as defined by the NTD, divided by VRM. Targets were set by reviewing the previous three years of data.

Table 1.12 SPT, Injury Rate

Route Type	Safety Performance Measure	SPT
Fixed Route Bus	Injury Rate	4.60 injuries per million miles
Non-Fixed Route Bus	Injury Rate	0.00 injuries per 100,000 miles

1.2.12 Transit Worker Injury Rate

SPT for transit worker injury rate includes all transit worker injuries as defined by the NTD, including the categories “Transit Employee/Contractor,” “Transit Vehicle Operator,” and “Other Transit Staff,” divided by VRM. Targets were set by reviewing the previous three years of data.

Table 1.13 SPT, Transit Worker Injury Rate

Route Type	Safety Performance Measure	SPT
Fixed Route Bus	Transit Worker Injury Rate	14.31 injuries per 100 FTEs
Non-Fixed Route Bus	Transit Worker Injury Rate	Start collecting reliable data

1.2.13 Assaults on Transit Workers

An assault on is a circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with a reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker. Targets were set by reviewing the previous three years of data.

Table 1.14 SPT, Assaults on Transit Workers

Route Type	Safety Performance Measure	SPT
Fixed Route Bus	Assaults on Transit Workers	73 assaults on transit workers
Non-Fixed Route Bus	Assaults on Transit Workers	Start collecting reliable data

1.2.14 Transit Worker Assault Rate

MTD transit worker assault rate includes all assaults on transit workers as defined by the NTD, divided by VRM. Targets were set by reviewing the previous three years of data.

Table 1.15 SPT, Transit Worker Assault Rate

Route Type	Safety Performance Measure	SPT
Fixed Route Bus	Rate of Assaults on Transit Workers	1.73 assaults on transit workers per million miles
Non-Fixed Route Bus	Rate of Assaults on Transit Workers	Start collecting reliable data

1.2.15 System Reliability

The system reliability measure expresses the relationship between safety and asset condition. The rate of vehicle failures in service, defined as the mean distance between major mechanical failures, is measured as VRM operated divided by the number of major mechanical failures². MTD continues to invest and plan for a highly reliable, safe operation of its public transportation system.

As MTD introduces new vehicles across all its transportation modes, it is anticipated that there may be a burn-in period for the vehicles, resulting in a decrease in reliability. As such, MTD will strive to maintain current system reliability targets during this period.

Table 1.16 SPT, System Reliability

Route Type	Safety Performance Measure	SPT
Fixed Route Bus	System Reliability	6000 miles between road calls
Non-Fixed Route Bus	System Reliability	9.56 road calls per 100,000 miles

² Major Mechanical System Failures: Major mechanical system failures prevent a vehicle from completing or starting a scheduled revenue trip because actual movement is limited or because of safety concerns. Examples of major bus failures include breakdowns of brakes, doors, engine cooling systems, steering, axles, and suspension.

1.2.16 Light Rail Transit

Sound Transit (ST) is the owner of Link Light Rail, and MTD is the contract operator. SPT for owner agencies are maintained within their own PTASP.

1.2.17 Streetcar

Seattle Department of Transportation (SDOT) is the owner of Seattle Streetcar, and MTD is the contract operator. SPTs for owner agencies are maintained within their own PTASP.

1.3 Annual Safety Performance Report and Coordination with Stakeholders

MTD distributes and makes available SPT to regulatory authorities, the Puget Sound Regional Council, and other stakeholders to aid in the planning process. MTD coordinates SPT with stakeholders to the maximum extent possible, to assist with the selection of SPT.

1.4 Safety Performance/Risk Reduction Program Targets

In keeping with SMS philosophy, each division/functional area has established SPT for its safety-critical functions. These are detailed in divisional and functional area annual safety goals and performance measures documentation.

MTD partners with labor through the BIL Committee. This committee is responsible for setting safety risk reduction targets for major events, major event rate, collisions, collision rate, fatalities, fatality rate, injuries, injury rate, assaults on transit workers, and transit worker assault rate (see additional roles and responsibilities in Section 1.5).

Note: ST is the owner of ST Express routes and Link Light Rail, and MTD is the contract operator. SDOT is the owner of Seattle Streetcar and MTD is the contract operator. SPT for owner agencies are maintained within their PTASP.

If MTD does not meet one of the SPT, it must:

- A. Assess associated safety risk
- B. Mitigate associated safety risk based on the results of a safety risk assessment (including these mitigations in a plan to address deficiencies and in the PTASP)
- C. Allocate its safety set-aside in the following fiscal year to safety related projects eligible under Section 5307 that are reasonably likely to assist the agency in meeting the SPT in the future

Safety Set Aside: The Bipartisan Infrastructure Law requires allocation of not less than 0.75% of assistance received by MTD under Section 5307 to safety related projects that directly relate to meeting that target.

1.5 Authorities, Accountabilities, and Responsibilities for Management of Safety

1.5.1 Executive Leadership

1.5.1.1 King County Council (Board of Directors)

King County is governed by a nine-member elected Council and managed by an elected County Executive. Councilmembers are elected to one of nine geographic council districts and must live in the district they serve. Council members serve four-year terms, and the positions are non-partisan. Each councilmember represents about 260,000 constituents. As the legislative branch of county government, the King County Council sets policies, enacts laws, and adopts budgets that guide an array of services, including those provided by MTD.

1.5.1.2 General Manager (Accountable Executive)

The MTD General Manager is the Agency's Accountable Executive. The General Manager is responsible for reviewing and approving the PTASP, ensuring there is sufficient human and capital resources to develop and maintain it, adopting safety performance objectives, reviewing ongoing safety data reports, reviewing summary reports related to safety events, and overseeing MTD's SMS. The Accountable Executive may delegate risk management decisions to senior management; however, the Accountable Executive is ultimately responsible for accepting or rejecting safety risks, or hazards, at MTD.

Specifically, the MTD General Manager (Accountable Executive) has the responsibility to:

- A. Review and approve the PTASP
- B. Adopt safety performance objectives, review ongoing safety data reports, and review summary reports related to safety events
- C. Oversee implementation and administration of MTD's SMS
- D. Consider safety a top priority when proposing investments and requesting resources from the King County Council
- E. Advocate for adequate funding for the implementation of safety and security programs and the SMS
- F. Ensure that financial and personnel resources align with agency performance goals, metrics, and values
- G. Approve and sign MTD policies

- H. Ensure that safety and health training sufficient for job duties is provided for all employees
- I. Hold MLT members (senior leaders) accountable for the implementation and administration of SMS within their areas of responsibility
- J. Foster system-wide accountability at all levels
- K. Ensure the involvement of safety personnel in long range decision-making processes with system impact such as construction of new facilities; procurement of vehicles, tools, and equipment; strategic planning and operations; and strategy and direction for safety programs and priorities
- L. Implement safety risk mitigations for the safety risk reduction program that are included in the PTASP
- M. Receive and consider all other safety risk mitigations recommended by the BIL Committee
- N. Risk ownership and sign off authority for high level risk

If the BIL Committee recommends a mitigation unrelated to the Safety Risk Reduction Program, and the Accountable Executive decides not to implement; the Accountable Executive must prepare a written statement explaining their decision. The explanation must be submitted and presented to the BIL Committee and Board of Directors (King County Council) or equivalent entity.

1.5.1.3 Deputy General Manager, Chief Administrative Officer and Chief of Staff

The MTD Deputy General Manager, Chief Administrative Officer (CAO) and Chief of Staff have the responsibility to:

- A. Ensure that the SMS is implemented and executed within their areas of responsibility
- B. Assume the duties of the General Manager as designated by the General Manager with all the authority and responsibilities to ensure that there are no lapses in the SMS

1.5.1.4 Assistant General Manager and Division Directors

The MTD Assistant General Managers, Division Directors, and Deputy Directors are responsible to:

- A. Fully support this program and its proper implementation
- B. Create a positive safety culture where employees are engaged in safety practices and processes
- C. Ensure that SMS is implemented and executed within their area(s) of responsibility

- D. Ensure that the performance of SMS is measured and documented in all areas
- E. Ensure that everything needed for employees to perform job duties is communicated to the Accountable Executive and considered in resource requests
- F. Provide time necessary for employees to receive sufficient training
- G. Ensure training requirements are documented and implemented in the areas under their control.
- H. Ensure completion of CAPs by holding responsible managers accountable for the implementation of mitigations.
- I. Brief Accountable Executive on any risk determined to be unacceptable (see Section 2.2.3.1).
- J. Keep Accountable Executive apprised of the status of Corrective Actions; escalate when resources or support is needed to complete.
- K. Risk ownership and sign off authority for serious level risk within their purview

1.5.2 Leadership

1.5.2.1 Deputy Directors, Managing Directors, Section Managers, Managers, Superintendents/Supervisors, and other Immediate Supervisors

Leaders at this level have the responsibility to:

- A. Ensure that SMS is implemented and executed within their areas of responsibility
- B. Ensure that SPTs are measured and documented in all areas of their responsibility
- C. Ensure that everything needed for employees to perform job duties is communicated to the Director and considered in resource requests
- D. Ensure time is allocated for employees to receive sufficient training
- E. Participate in hazard identification, safety risk assessments, and track CAPs
- F. Ensure onsite safety orientation is provided to all new or transferred employees
- G. Ensure required safety meetings are held and documented
- H. Ensure the maintenance of a safe workplace in conformity with MTD safety programs
- I. Report on safety and security concerns and ideas

1.5.2.2 SMS Liaison

The SMS Liaison serves as a key coordinator between their division and SSQA, collaborating to ensure that SMS processes are integrated into daily operations. This role actively promotes communication, alignment, and partnership between divisions to create a proactive safety culture. Liaisons will be a part of their division's hazard identification, risk management, and compliance with safety protocols. The Liaison work supports the growth of the SMS through engagement, education, and the creation and implementation of strategic safety initiatives.

The required training for the SMS Liaison includes Transportation Safety Institute (TSI) SMS Awareness training, TSI SMS Safety Assurance, TSI SMS Principles for Transit, and SSQA SRM Training.

Key Responsibilities for the SMS Liaisons:

- A. Communication and Coordination:
 - a. Ensure that division leadership and staff are informed of SMS updates, policies, procedures, and any changes to safety protocols.
 - b. Facilitate regular communication between their division and the SMS Liaisons, including participation in SMS Liaison Forum.
- B. Hazard Identification and Reporting:
 - a. Encourage and support employees in their division in identifying and reporting hazards.
 - b. Advocate and support all identified hazards within the division are logged and tracked in the SMS reporting system.
- C. SRM:
 - a. Participate in the applicable Safety Risk Management Working Groups (SRMWG).
 - b. Assist the division in conducting safety risk assessments in accordance with the SRM process.
 - c. Help facilitate discussions on risk levels, potential consequences, and mitigation strategies.
 - d. Support the implementation of controls and mitigations as required by CAPs.
- D. Safety Training:
 - a. Ensure that division staff are trained in basic SMS principles.
 - b. Promote a continuous learning environment where safety training is prioritized.

- E. Monitoring and Compliance:
 - a. Oversee the division’s compliance with the PTASP and SPT.
 - b. Conduct periodic reviews of division safety activities to ensure alignment with SMS objectives.
 - c. Share any continuous improvement ideas with the SMS Liaison team and assist in implementing SMS improvements.
- F. Data Collection and Reporting:
 - a. Work with the SMS Liaison Team to collect and analyze safety data, incidents, and trends.
 - b. Participate in the development of safety performance metrics and tracking progress of CAPs.
- G. Fostering Safety Culture:
 - a. Promote the SMS across the division.
 - b. Encourage a proactive approach to identifying and mitigating risks before they become incidents.
 - c. Lead initiatives that promote employee engagement in the SMS process and create a positive safety culture

1.5.2.3 Superintendents, Supervisors, Immediate Supervisors, and Other People Leaders

Leaders at this level have the responsibility to:

- A. Ensure that the SMS is implemented and executed within their areas of responsibility
- B. Ensure the maintenance of a safe workplace in conformity with MTD safety programs
- C. Follow safety practices and procedures as necessary to maintain a safe work environment
- D. Report on safety and security concerns and ideas to supervisors and/or safety and security staff

1.5.3 Frontline Employees

Frontline employees have the responsibility to:

- A. Understand this policy and their role in safety
- B. Follow safety practices and procedures as necessary to maintain a safe work environment and be in conformance with applicable regulations, policies, and training
- C. Report safety and security concerns and ideas to supervisors or anonymously through data collection systems

1.5.4 SSQA Division

At MTD, the SSQA Division is dedicated to creating a community free from harm, where all can thrive. This vision is achieved through strong leadership, a deep commitment to customer service, and a relentless focus on enhancing MTD's safety culture and security practices. The division plays a critical role in protecting MTD employees, passengers, and the communities we serve. This is accomplished through multiple lines of business, each contributing to the division's overarching goal of ensuring a safe, secure, and supportive transit environment. The division's lines of business include:

1.5.4.1 MTD Transit Safety

The purpose of MTD Transit Safety is the administration of MTD's operational and employee safety programs: ensuring that the programs are appropriate, compliant with applicable regulations, properly implemented, and that agency staff are trained in the program. MTD Transit Safety is also responsible for incident investigations, hazard management, ergonomics, and wellness.

1.5.4.1.1 Drug & Alcohol Program

The King County Drug & Alcohol Program oversees policies and programs to prevent substance abuse in the workplace, ensuring Compliance with federal regulations (FTA, Federal Motor Carrier Safety Administration (FMCSA), United States Coast Guard (USCG)) and agency compliance with non-safety sensitive policies.

Drug & Alcohol program employees have responsibility to:

- A. Develop, implement, and update the Drug & Alcohol Policy
- B. Conduct pre-employment, random, reasonable suspicion, post-accident, return to duty, and follow-up drug and alcohol testing
- C. Provide supervisor training required under FTA regulations, including drug awareness (90 minutes), reasonable suspicion (4-hour initial and 2.5-hour refresher), and post-accident (60 minutes).
- D. Ensure confidentiality and testing protocols are in place and followed
- E. Oversee the Medical Review Officer and contracted labs, collection, and after-hours support
- F. Oversee contract operator drug & alcohol programs, including supervision of program audits

1.5.4.1.2 Operations Safety

The MTD Operations Safety workgroup ensures the safe and compliant operation of MTD's bus, rail, streetcar, water taxi, and contracted services, focusing on risk mitigation and incident prevention.

Operations Safety staff have responsibility to:

- A. Investigate collisions including root cause, organizational accident, breakdowns in investigations and determining corrective actions.
- B. Identify route and facility hazards
- C. Participate in equipment procurement including design criteria based on lessons learned and data
- D. Provide training on operations safety policies/procedures such as re-read and accident review board, rail recertification, superintendent and chief accident training
- E. Develop operational safety policies and procedures
- F. Coordinate safety campaigns and safety awareness teams

1.5.4.1.3 Employee Health & Safety

The Employee Health & Safety workgroup develops programs to protect employees from workplace hazards, promoting well-being and compliance with occupational safety regulations.

Employee Health & Safety staff have the responsibility to:

- A. Conduct ergonomic assessments
- B. Support regulatory inspections and investigations such as Washington Department of Safety and Health
- C. Administer Accident Prevention Plan programs and policies including but not limited to permit-required confined spaces, fall protection, electrical safety, and good faith challenge
- D. Conduct job hazard analyses and hazard assessments

1.5.4.1.4 Wellness Program

The Wellness Program implements initiatives to support employees' physical, mental, and emotional health, fostering a positive work environment and enhancing productivity.

Wellness program staff have the responsibility to:

- A. Bring awareness and access to health and wellness resources through outreach, events, and engagement, such as the annual Metro Wellness Fair
- B. Provide support and education on health and wellness topics, such as injury prevention and emotional wellbeing

- C. Resource workgroup-specific wellness programs, services, or training such as Onsite preventative health services (mobile dental clinics, blood pressure checks, Hemoglobin A1C screenings, etc.)
- D. Coordinate Wellness Champion pilot program

1.5.4.2 MTD Transit Security

The purpose of Metro Transit Security is to deliver quality security and emergency management services to MTD, customers, and the community. Through partnerships, Transit Security works to reduce crime, build trust, and enhance MTD’s resiliency.

1.5.4.2.1 Physical Security

The Physical Security workgroup manages ensures the protection of people, facilities, infrastructure, and assets. Physical Security staff have the responsibility to:

- A. Conduct after action reviews
- B. Administer video management system
- C. Provide incident management training
- D. Oversee contract security including park and ride patrols, transit center and terminal security, onboard security, and fare enforcement
- E. Administer access control program
- F. Conduct Crime Prevention Through Environmental Design (CPTED) assessments

1.5.4.2.2 Life Safety & Emergency Management

The Life Safety & Emergency Management workgroup administers the workplace violence prevention program and leads emergency preparedness, evacuation planning, and incident response coordination.

Life Safety & Emergency Management staff have the responsibility to:

- A. Emergency Evacuation Program
- B. Emergency Exercise and Drill Program
- C. Readiness/Preparedness Program
- D. Emergency Operations and Response (All-Hazards, Inclement Weather) Program
- E. MTD (Bus) System Security and Emergency
- F. Emergency Management Liaison and Partner program
- G. Regional Emergency Management Planning Initiatives and Programs
- H. Continuity of Operations Planning
- I. Regional Hazard Mitigation Planning
- J. Preparedness Program

- K. Resiliency Planning
- L. De-Escalation Training
- M. Floor Warden Training
- N. CPR/AED Program

1.5.4.3 SSQA Division Support

1.5.4.3.1 Safety & Security Services

Safety & Security Services provides frontline employees and leadership with on-site operational support, facility inspections, committee participation, and data-driven technical assistance.

Safety & Security Support Services staff have the responsibility to:

- A. Provide onsite support for front-line and management staff at worksites
- B. Training
- C. Employee suggestions
- D. Safety and Security Management System (SSaM) and video support
- E. Safety and security committee meetings and huddles

1.5.4.3.2 SSQA Data Services

SSQA Data Services is to administer the Safety and Security Data Management Program (SSDMP). This is done by building the reporting and analytics practice through integrating safety and security data into business intelligence and critical decision-making processes, and applying data mining, quantitative analysis, and statistics to aid MTD in its decision-making.

Data employees have the responsibility to:

- A. SSaM database
- B. Business Intelligence Reporting
- C. Monthly Business Review (MBR)

1.5.4.3.3 SSQA Training Support Services

Training employees have the responsibility to oversee MTD's:

- A. First of its kind, Safety & Security Academy
- B. Adult Learning Program
- C. Educational Content Development and Instructor Coaching
- D. SMS Implementation

1.5.4.3.4 Programs, Projects and Initiatives

1.5.4.3.4.1 Safety, Security and Fare Enforcement Reform Initiative

Safety, Security and Fare Enforcement (SaFE) Reform focuses on equitable and community-driven security practices, enhancing non-transit resources for customers in crisis, including support related to fares, homelessness, and mental health.

SaFE Reform staff have the responsibility to:

- A. Lead the SaFE Reform Initiative, ensuring pilots (SaFE Ambassadors, Behavioral Health Support, Fare Enforcement relaunch) are designed, managed, and aligned with MTD's safety goals.
- B. Provide visible, non-law enforcement presence that improves rider confidence and safety.
- C. Coordinate with Bus Operations, Labor, Human Resources (HR), and jurisdictional partners for smooth implementation of SaFE Reform Initiatives.
- D. Administer fare adjudication: oversee violation processing, resolution pathways, and outreach to riders.
- E. Connect riders with reduced fare options and community resources to prevent future violations.
- F. Maintain records and track outcomes related to SaFE Reform.
- G. Collaborate with community members and organizations to understand safety needs and connect riders with resources.
- H. Support public education campaigns (e.g., Code of Conduct refresh, outreach activities).

1.5.4.3.4.2 Transit Worker Safety Reporting Program

MTD employs a comprehensive employee safety reporting program as a cornerstone of its SMS, promoting and supporting a proactive safety culture among its workforce. Through SSaM, employees are encouraged to report vehicle accidents, security incidents, or any unsafe events, ensuring that potential hazards are promptly identified and addressed.

This program emphasizes the importance of frontline employees serving as the eyes and ears of the transit system, with the responsibility to report safety issues. MTD also offers an option for anonymous reporting, ensuring that employees can share concerns without fear of retaliation. By integrating employee feedback into its safety protocols, MTD enhances the well-being of its employees and ensures a safer transit environment for all passengers.

1.5.4.4 Director/CSO

The General Manager has delegated to the Director of SSQA the role of CSO. This includes the authority and responsibility to govern, administer, oversee, and monitor the PTASP and resulting safety programs, policies, rules, implementation, and procedures. The CSO has a direct line of communication to the General Manager.

Director/CSO has the responsibility to:

- A. Obtain and maintain the FTA Public Transportation Safety Certification Training Program (PTSCTP) consistent with the requirements of 49 CFR 672.
- B. Ensure that SMS is designed and implemented within the strategic vision and direction of the Accountable Executive and meets all regulatory requirements
- C. Communicate safety and security information and performance to the General Manager
- D. Ensure that resource needs are communicated upward within senior leadership and division leadership
- E. Collaborate with leadership and key SMS personnel to ensure safe work practices
- F. Interface with federal, state, and local authorities, and with industry professional organizations
- G. When an immediate and serious safety risk exists, order hazardous conditions corrected to acceptable levels or eliminated altogether
- H. Order the cessation of unsafe activities or operations that are evaluated as creating immediate and serious safety risks within the system
- I. Oversee MTD's safety and security certification (SSC) activities
- J. Conduct or direct mandatory internal safety reviews to determine compliance with SMS
- K. Perform or direct announced or unannounced audits, reviews, inspections, or assessments for the purpose of identifying and eliminating unsafe practices, operations, or conditions not immediately corrected by MTD management
- L. The CSO has several direct reports, including members of the SSQA Senior Leadership Team (SLT).

1.5.5 Agency Leadership Teams

Effective implementation of SMS requires senior management's commitment to safety. At MTD, employees may access agency leadership by elevating issues through their work unit

as directed by their managers/directors. As appropriate, division directors will elevate issues beyond their division through the Chief of Staff for MLT discussion.

1.5.5.1 MLT

MLT's focus is maximizing MTD's capacity and capability to achieve long-term strategic and operational goals in alignment with MTD's vision/mission. It is a decision-making body and working forum to:

- A. Establish parameters for and develop the biennial department budget
- B. Align goals, objectives, and expectations to achieve MTD's vision/mission
- C. Develop and manage enterprise-wide initiatives and operational policies
- D. Address internal/external obstacles to vision/mission, including legal, resource, political, and reputational. The MLT is responsible for ensuring that change is properly managed at all levels, and for guiding decision making and resource allocation.
- E. Identify operational/organizational challenges (financial, labor, performance, structural, cultural), opportunities, and patterns; and determine solutions and resolutions through shared decision-making (informed by MBR)
- F. Grow, model, and cascade leadership competencies
- G. Make decisions on recommendations from cross-functional teams
- H. Represent, communicate, and implement decisions within divisions including but not limited to CAPs and Hazard Assessment Reports
- I. Make cross-functional decisions with operational or enterprise impacts and service level planning and delivery
- J. Determine Future of Work and Business Transformation

1.5.5.1.1 MLT Members

The MLT is owned by the General Manager and facilitated by the Chief of Staff. The frequency of these meetings is twice weekly. Members of the MLT include:

- A. General Manager
- B. Deputy General Manager (Operations)
- C. CAO
- D. Chief of Staff
- E. General Counsel
- F. Assistant General Manager for Employee Services
- G. Assistant General Manager for Finance and Administration
- H. CSO/SSQA Division Director
- I. Operational Division Directors

1.5.5.2 Deputy General Manager's Forum

The Deputy General Manager's Forum is a space for operational leaders to coordinate current and emerging issues. It is a working forum to daylight and discuss:

- A. Current operational issues that may impact near term service delivery
- B. Employee and labor issues
- C. Items that may need additional clarity from communications or employee services

Deputy General Manager forum is a place to address current constraints and challenges from an operating perspective and help bring voice to future MLT discussions.

1.5.5.2.1 Deputy General Manager's Forum Members

The Deputy General Manager's Forum is owned by the Deputy General Manager and facilitated by the CSO. The group meets weekly. Members of the Deputy General Manager's Forum include:

- A. Deputy General Manager
- B. CSO
- C. Mobility Division Director
- D. Bus Operations Division Director
- E. Marine Division Director
- F. Rail Division Director
- G. Transit Facilities Division Director
- H. Vehicle Maintenance Division Director
- I. Metro Transit Chief of Police

1.5.5.3 CAO Forum

CAO is a forum to develop actionable strategies for the administrative operations of the organization. This forum is intended to:

- A. Vet and approve new Metro administrative policies and procedures.
- B. Develop shared approaches and best practices for building teams, supporting workflows, and building effective collaboration and teamwork.
- C. Support participants through peer coaching, shared problem solving, and a focus on growing the people side of the business.
- D. Develop a shared understanding of how to invest in and grow future leaders, build relationships, and bring fun to the workplace

1.5.5.4 MBR

The focus of the MBR is to monitor progress on MTD's long-term goals and desired outcomes. It is a working forum to:

- A. Review metrics, gauge progress, validate performance, measure proximity to targets, and reveal where actions can improve
- B. Identify performance issues and elevate them for resolution at MLT
- C. Make recommendations to address organizational performance challenges

1.5.5.4.1 MBR Members

The MBR is owned by the Assistant General Manager for Finance and Administration and facilitated by the Business Intelligence Team. The group meets monthly. Members of the MBR include:

- A. MLT members
- B. Deputy Directors
- C. Section Managers
- D. Superintendents

1.5.5.5 Extended Management Group

The Extended Management Group (EMG) is a forum to develop shared leadership experiences through:

- A. Training or facilitated conversations pertaining to information, skills, and resources
- B. Announcements of critical policy changes and new procedures
- C. Discussion of successes, challenges, and needs

The EMG is not a decision-making body. It is a forum for sharing organizational information that should be cascaded down into attendees' respective work groups.

1.5.5.5.1 EMG Members

The EMG is owned by the Assistant General Manager for Employee Services and facilitated by the EMG Design Team. The frequency of these meetings is monthly with an expanded quarterly meeting. Members of the EMG include:

- A. MLT members
- B. Deputy Directors
- C. Section Managers
- D. Superintendents
- E. Equal Employment Opportunity (EEO) Officer
- F. EMG Design Team (volunteer group of representatives)

1.5.5.6 *Division Leadership Teams*

Division Leadership Teams focus on maximizing divisional capacity and capability. These teams manage divisional performance by implementing decisions with allocated resources. Division Leadership Teams:

- A. Inform and address operational and cultural issues within their own divisions
- B. Establish divisional priorities in alignment with departmental goals and objectives
- C. Discuss and develop recommendations to be elevated
- D. Consult and problem-solve management issues

Division Leadership Team decisions focus on the deployment and management of resources and implementation of established strategies/priorities. The Division Leadership Teams are owned by the Division Directors and facilitated by designees. The frequency of these meetings varies by division.

Members of the Division Leadership Team are determined by the Division Director.

1.5.5.7 *BIL Committee*

MTD and its labor partners are mutually committed to providing a safe workplace and increasing employee engagement on safety and security matters. The BIL Committee is a joint effort to review MTD's PTASP in advance of formal adoption by the King County Council and provides a structure which facilitates transparent decision-making, communication, and collaboration between MTD and its labor partners while meeting the requirements of the FTA under the BIL. It includes equal representation from management and Amalgamated Transit Union (ATU) 587 (labor union that represents the plurality of MTD employees). Labor members are selected by labor union President/Bargaining Agent or designee. All BIL Committee members complete TSI Principles of SMS, SMS Safety Assurance, and SMS Awareness training.

Specifically, this committee is responsible to:

- A. Participate in the review and revisions to the PTASP.
- B. Ensure the PTASP is making sufficient progress toward compliance with the requirements of 49 U.S. Code §5329, chiefly that it reflects the specific safety objectives, standards, and priorities of the transit agency, and incorporates SMS principles and methods tailored to the size, complexity, and scope of the system.
- C. Submit the PTASP for formal adoption through the King County Council.
- D. Agree that disputes are resolved within the BIL Committee resolution process.

- E. Identify and recommend safety risk mitigations to reduce likelihood and severity of consequences identified through Metro’s hazard assessments.³
- F. Identify safety risk mitigations that may be ineffective, inappropriate or were not implemented as intended.³
- G. Identify safety deficiencies for the purpose of continuous improvement.³

1.5.5.8 SMS Liaison Forum

The SMS Liaisons will coordinate and integrate SMS initiatives across all divisions, acting as a bridge between operational workgroups, SSQA, and management.

This forum is responsible for:

- A. Relaying key information and promoting SMS initiatives within their divisions
- B. Actively participate in meetings and discussions
- C. Continuously seek ways to improve safety processes
- D. Track the progress of SMS initiatives
- E. Report updates during meetings and ensure improvements are effectively implemented within their divisions.

Meeting participants include divisional SMS Liaisons and the SSQA assigned facilitator.

³ These include any instances where MTD did not meet an annual safety risk reduction performance target

2 Section II: SRM

2.1 Hazard Management

A hazard is any real or potential condition that can cause injury, illness, or death; damage to, or loss of, facilities, equipment, rolling stock, or infrastructure; or damage to the environment. A real condition is one that currently exists on the system; a potential condition is one that does not currently exist on the system but could be introduced if infrastructure, environmental or operational changes are made.

SRM provides a decision-making process for identifying hazards and mitigating risk based on a thorough understanding of the organization's systems and operating environment. Part of the decision-making process includes management accepting risk in the operation when it is assessed to be at an acceptable level. By performing SRM, an organization is fulfilling its commitment to consider risk in its operation and to reduce it to an acceptable level. The SRM process is a way to integrate acceptable risk into processes, products, and services or to improve controls that are not effective. By using SRM, an agency can work toward allocating resources to minimize hazardous conditions and maximize the safety of the system. This is achieved through the following steps:

- A. Identification and analysis of a hazard
- B. Evaluation of the levels of risk introduced by the hazard
- C. Resolution or reduction of risks to an acceptable risk level through mitigation(s)

SRM defines the tools and techniques used, as well as the responsibilities of employees, in identifying, analyzing, and reporting safety hazards. Following the identification of a hazard, it must be assessed to determine the level of risk to the system. SRM defines the level of risk that is considered acceptable to the agency; hazards that present risk that exceeds acceptable levels (the most serious hazards) must be mitigated to an acceptable level. SRM describes the methods of controlling hazards to mitigate a hazard to an acceptable level. Finally, SRM describes the processes for tracking hazards (once the hazards have been mitigated and/or accepted) to ensure that any mitigation effectively controlled the hazard and did not create any unintended hazardous conditions.

SRM processes should be continually applied to manage hazards throughout the life cycle of a system. Hazards should be identified prior to system configuration changes and eliminated through design (whenever possible) to prevent the introduction of hazards into the system. SRM processes provide a crucial tool for determining the safety impacts of engineering change proposals, construction change orders, operational changes, and the

issuance of temporary permits and certificates. Additionally, ongoing operations must be continually monitored to identify and control operational risks.

2.1.1 Data Sources

Hazard identification is used to identify and analyze hazardous conditions on the system and the methods by which identified hazards are formally reported. This section describes the processes employed to proactively search for hazardous conditions on the system.

MTD uses several internal and external methods for MTD employees, contractors, and the public to report hazardous conditions, either real or potential. They include:

- A. Employee safety committees
- B. Direct employee hazard reporting in the SSaM system
- C. Operator Service and Facilities Reports (OSFR)
- D. Safety analysis (conducted by MTD Safety)
- E. Testing, inspection, and audits
- F. Safety rules compliance monitoring
- G. Safety event (accidents, incidents, and near misses) investigations
- H. Customer reports
- I. Washington State Department of Labor and Industries (L&I), Division of Occupational Safety and Health (DOSH) directives, narratives, reports, and hazard alerts
- J. State Safety Oversight Agency (SSOA), FTA, and National Transportation Safety Board (NTSB) directives, advisories, bulletins, reports, etc.

2.1.2 Hazard Analysis

Hazard analyses used for hazard identification and assessment encompass all areas within the MTD operating system. They include:

- A. Existing elements of the system, continually reviewed as part of ongoing SRM processes
- B. Safety analyses conducted by consultants and contractors on new construction or procurement programs
- C. Proposed engineering changes
- D. Vehicles, infrastructure, equipment, and subsystems
- E. Operating and maintenance rules and procedures, including normal, abnormal, and emergency rules and procedures
- F. Aggregated safety event (accidents, incidents, and near misses) data
- G. Safety data sources
- H. Hazards identified on similar transit systems

I. SSC activities

2.2 Safety Risk Assessment

A safety risk assessment is required to establish priorities for corrective action and resolution of identified hazards. For each identified hazard, all potential consequences that could occur while interacting with the exposed hazardous condition need to be defined. Safety risk assessments need to be based on a thorough understanding of the system, which is why the system description is an essential step of the SRM process. Without a proper system description, important details that could cause the system to break down may be overlooked.

A semi-quantitative risk model will be used to perform risk assessments within the agency. Data from MTD or other sources should be used (accident statistics, failure data, error data, etc.) to determine the safety risk. When data is not available, expertise and subject matter expert (SME) judgment will be used. When the best estimate for safety risk must be based on reasonable expert judgment, effective risk management can be accomplished through a disciplined analysis.

2.2.1 Likelihood

The likelihood of a hazard occurring over a system's expected life can be expressed in terms of time, events, population, or activity. It may be assessed using qualitative or quantitative methods.

Qualitative analysis is a subjective, less resource-intensive method that relies on expert judgment and historical data. It is best for simple systems with limited interdependence.

Quantitative analysis is more objective, data-driven, and suitable for complex systems. It requires greater technical expertise and more time.

Likelihood assessments should reflect the actual fleet size or system configuration and estimate human error rates based on task complexity, human-machine interaction, staff proficiency, and historical data.

Once likelihood levels are assigned to each hazard consequence, they are used to calculate the overall safety risk.

Table 2.1 Likelihood of a consequence

Likelihood Levels				
Description Level	Specific Individual Item	Fleet of Inventory Mean Time Between Events (MTBE)	Specific Individual Item (with Rate)	Likelihood Score
Frequent	Likely to occur often in the life of an item	Continuously experienced MTBE less than 10^3 operating hours	Likely to occur often in the life of an item. Probability of occurrence greater than or equal to 10^{-3}	10
Probable	Will occur several times in the life of an item	Will occur frequently. MTBE greater than or equal to 10^3 operating hours and less than 10^5	Will occur several times in the life of an item. Probability of occurrence less than 10^{-3} but greater than or equal to 10^{-5}	5
Occasional	Likely to occur sometime in the life of an item	Will occur several times. MTBE greater than or equal to 10^5 operating hours and less than 10^6 operating hours	Likely to occur sometime in the life of an item. Probability of occurrence less than 10^{-5} but greater than or equal to 10^{-6}	3
Remote	Unlikely, but possible to occur in the life of an item	Unlikely, but can reasonably be expected to occur. MTBE greater than or equal to 10^6 operating hours and less than 10^8 operating hours	Unlikely, but possible to occur in the life of an item. Probability of occurrence less than 10^{-6} but greater than or equal to 10^{-8}	2
Improbable	So unlikely, it can be assumed occurrence may not be experienced in the life of an item	Unlikely to occur, but possible. MTBE greater than 10^8 operating hours	So unlikely, it can be assumed occurrence may not be experienced in the life of an item. Probability of occurrence less than 10^{-8}	1

2.2.2 Severity

Consequence severity is defined as the qualitative measure of the consequences resulting from a hazardous condition. The appropriate severity category will be determined by matching the definition of the categories with the potential and actual outcomes. After determining the severity description level, the corresponding severity score will be used to determine the final risk rating.

Table 2.2 Severity of a consequence

Severity Levels				
Description	Severity Categories			Severity Score
	Injury	Damage	Environment	
Catastrophic	Loss of life, or the severe injury of more than one person	Total loss of equipment or system, with an estimated monetary loss more than \$5,000,000	Massive environmental effect with permanent implications	100
Critical	Severe injury requiring long-term rehabilitation or significant medical intervention	Damage with a monetary loss between >\$1,000,000 and \$5,000,000	Significant environmental impact with long lasting effects	70
Major	Injuries requiring medical transport or hospital admission	Damage with a monetary loss between >\$250,000 and \$1,000,000	Major environmental impact lasting months	40
Marginal	Injury requiring first aid only	Damage with monetary loss between >\$10,000 and \$250,000	Minor environmental damage lasting weeks	10
Negligible	No injury/No first aid required	Damage with monetary loss below \$10,000	Less than minor environmental damage	1

2.2.3 Safety Risk Matrix

Based on the evaluated severity score and likelihood score assigned to each outcome, a corresponding value will be calculated to determine the risk score.

$$\text{Likelihood Score} \times \text{Severity Score} = \text{Risk Score}$$

The Safety Risk Matrix can be used to determine the risk score and risk level.

Table 2.3 Safety Risk Matrix

	Catastrophic (100)	Critical (70)	Major (40)	Marginal (10)	Negligible (1)
Frequent (10)	High 1000	High 700	High 400	Medium 100	Low 10
Probable (5)	High 500	High 350	Serious 200	Medium 50	Low 5
Occasional (3)	High 300	Serious 210	Serious 120	Medium 30	Low 3
Remote (2)	Serious 200	Serious 140	Medium 80	Low 20	Low 2
Improbable (1)	Medium 100	Medium 70	Medium 40	Low 10	Low 1
Eliminated	Eliminated	Eliminated	Eliminated	Eliminated	Eliminated

In addition to the Safety Risk Matrix, Table 6.4 indicates the required actions to take based on the initial risk level assessed.

Table 2.4 Safety Risk Matrix required action based off initial risk level

Risk Score	Risk Level	Risk Level Type	Risk Ownership and Sign Off Authority	Mitigation Actions Required	Operation Impact	Monitoring	Management Review
300 and above	High	Unacceptable	General Manager	Immediately mitigate to Serious Level prior to starting operation	Stop the Operation	90-day monitoring plan required for mitigations	Accountable Executive needs to be briefed and SRMWG reviews and closes out report
120 – 299.9	Serious	Unacceptable	Director level or higher in area(s) of risk/change	Mitigation plan needs to begin implementation within 30 days to bring risk to acceptable levels	Operation permitted with the execution of high priority mitigation strategy	90-day monitoring plan required for mitigations	Accountable Executive needs to be briefed and SRMWG reviews and closes out report
21-119.9	Medium	Acceptable	Section manager level or higher in area(s) of risk/change	Mitigation recommended	Operation permitted	Monitoring plan for mitigations recommended	SRMWG reviews and closes out report
1-20.9	Low	Acceptable	Superintendent level or higher in area(s) of risk/change	Mitigation not required	Operation permitted	Monitoring plan for mitigations not required	Different facilitator reviews and closes out report
0	Eliminated	Acceptable	Not Applicable (N/A)	N/A	N/A	N/A	N/A

2.2.3.1 Unacceptable Risk Levels

2.2.3.1.1 High Risk Level

Consequences of a hazard with a risk score above 300 are High Risk level and are unacceptable in the operation. If High Risk hazards are identified, the operation associated with the risk must be immediately halted. Prior to starting the operation, actions need to be taken to at least bring the risk level to Serious Risk, then permanently to acceptable levels. Most often, when taking immediate action, short-term mitigations are being implemented, and those actions will need to be followed by permanent long-term mitigations. Short-term mitigations may include (but are not limited to) a stop-work order for maintenance or construction tasks, red-tagging or sequestering vehicles or equipment, or a stop to any affected revenue service. All of which needs to be documented in the hazard assessment.

When high risks are identified during a change, or prior to implementation, rework of the planned change needs to be altered before implementation to ensure risk is at acceptable levels. When there is an initial risk assessment made that meets the High-Risk level, the Hazard Assessment Report needs to be signed off on and risk ownership belongs to the General Manager.

All assessments that indicate an initial High Risk will need to be monitored for at least 90 days after the mitigations are implemented. All High-Risk hazards will need to be reviewed by the Director/CSO or designee, as well as undergo review and closure from the SRMWG. High-Risk levels are represented by the color red.

2.2.3.1.2 Serious Risk Level

Consequences of a hazard with a risk score above 120 and below 300 have a Serious Risk level. Serious hazards that are discovered in the operation must have a mitigation strategy in place within 30 days of identifying the hazard. If the mitigation plan takes longer than 30 days to fully implement, short-term mitigations need to be enacted within that 30-day window to ensure the risk is brought down to satisfactory levels while the permanent long-term mitigation plan is executed. The final mitigation strategy will need to bring Serious Risk level down to an acceptable level. All of which needs to be documented in the hazard assessment.

When Serious Risks are proactively identified, rework of the planned change needs to be altered to bring the risk to acceptable levels before implementing the change. The hazard assessment needs to be signed off on, and ownership will belong to the director level or higher in the area of risk.

All hazards with an initial risk level of Serious need a monitoring plan in effect for at least 90 days after mitigation actions are implemented. All Serious hazards will need to be reviewed by the Director/CSO, or designee, as well as undergo review and closure from the SRMWG. Serious Risk levels are represented by the color orange.

2.2.3.2 Acceptable Risk Levels

2.2.3.2.1 Medium Risk Level

Consequences of a hazard with a risk score greater than 21 and below 120 have a Medium Risk level. Medium hazards may be accepted in an “as-is” condition by a section manager (or higher) in the area of risk. However, whenever reasonably practical, Medium Risk should be mitigated to a Low or Eliminated level to lower the risk. Reactive hazards with a risk level of Medium should be formally accepted within 60 days of identification of the hazard. For all Medium hazards that are proactively identified, acceptance of the hazard assessment is required prior to implementation.

For all hazards with an initial risk level of Medium, a monitoring plan is recommended but not required. To maintain quality and effectiveness, in addition to the section manager sign-off, the SRMWGs will review, sign off and close out the report. Medium Risk levels are represented by the color yellow.

2.2.3.2.2 Low Risk Level

Consequences of a hazard with a risk score greater than .1 and below 21 have a Low Risk level. For all reactive Low Risk level hazards, the “as-is” condition can be accepted by a superintendent level (or higher) in the area of risk. The hazard may be eliminated entirely if management decides to mitigate the risk to a lower level. When the initial risk is proactively identified from a change, implementation is permitted but should be signed off prior to closing the hazard assessment.

Closing out a hazard assessment with an initial risk level of Low will need to be reviewed and closed out by a qualified facilitator other than the facilitator conducting the hazard assessment.

2.2.3.2.3 Eliminated Risk

Consequences of a hazard which have been mitigated may be classified as Eliminated, provided that the mitigating measures entirely remove the possibility of the consequence occurring from the hazardous condition. The initial risk will never be assessed as Eliminated; this is solely reserved for the mitigation risk assessment.

Once a hazard has been identified during the mitigation process, there is the ability to remove the hazard completely. When this occurs, the risk is removed and a risk level of Eliminated will be assigned.

2.2.4 Hazard Resolution

The method of hazard mitigation to be employed can be determined by conducting a thorough analysis of the system, considering the possible tradeoffs between various alternatives and the system safety requirements. In general accordance with FTA, American Public Transportation Association (APTA), and other industry best practices, several different means can be employed to resolve identified hazards. These include design changes, the installation of controls and warning devices, and the implementation of special procedures.

With a semi-quantitative risk model, all controls used to mitigate risk will be assigned a reduction control factor (CF) to calculate the predicted residual risk. This allows for the facilitator to have a more quantifiable approach to address how each type of control impacts the hazard. After the controls have been determined for the hazard, each will be assigned a control type with a corresponding multiplier. Then the highest initial risk score is multiplied by each CF multiplier. This calculation will result in the mitigated risk score. The mitigated risk score will be used to determine the mitigated risk level of High, Serious, Medium, Low, or Eliminated.

$$\text{Highest Risk Score} \times (\text{CF} \times \text{CF} \times \text{CF}) = \text{Mitigated Risk Score}$$

In order of preference, the means to be used in resolving hazards at King County Metro are:

2.2.4.1.1 Elimination

The concept of elimination is simple: remove the hazard so that it is no longer present in the operation. The problem with elimination is that the implementation is not as simple as the definition. Completely eliminating a hazard from the operation is not usually an option. For example, driving on the road is a hazard that a transit organization cannot eliminate, as buses need to operate on the roads. However, if Elimination is available, it is the option that must be chosen.

When the mitigation strategy has a control that eliminates the hazard, the risk level will go to Eliminated, since the reduction factor is 100%, and the CF multiplier would be 0.

2.2.4.1.2 Substitution

Substitution controls are the second most effective method for lowering risk in the operation. Substitution controls may be implemented in the existing process but would be used most effectively during the design stage. Substitution controls replace

something that produces the hazard with something that does not produce the hazard or lessens the hazard (i.e., replacing a toxic compound with a less hazardous product). The condition of a toxic compound still exists here, but the risk impact of that compound has been lowered significantly. Whenever substitution controls are used for mitigation, evaluation for substitute risk is required, since new/different hazards could be introduced.

When the mitigation strategy uses substitution controls, there will be an 80% to 90% reduction in risk, which would make the CF multiplier 0.1-0.2.

2.2.4.1.3 Safety Devices (Software and engineering Controls)

Hazards that cannot be eliminated or controlled through design selection shall be controlled to an acceptable level with fixed, automatic, or other protective safety design features or devices. Examples of safety devices include protective enclosures, software implementation, and machine guards. Care must be taken to ascertain that the operation of the safety device reduces the loss or risk and does not introduce an additional hazard. Safety devices shall also permit the system to continue to operate in a limited manner. Provisions shall be made for periodic functional checks of safety devices. When introducing safety device controls, substitute risk needs to be assessed.

When the mitigation strategy uses engineering controls, there will be a 50%-70% reduction in risk, with a CF multiplier of 0.3-0.5.

2.2.4.1.4 Administrative (Training, Procedures, Warning, and Awareness Means)

When neither design nor safety devices can effectively eliminate or control an identified hazard, various administrative controls will be used to lower the likelihood of a condition. Warning devices shall be used to detect the condition and generate an adequate warning signal. Warning signals and their application shall be designed to minimize the likelihood of incorrect personnel reaction to the signals and should be standardized within similar systems. When introducing warning device controls, substitute risk needs to be assessed.

In addition to warning devices, procedures and training are administrative controls that can be used to control the hazard. Administrative controls have a reduction factor of 20%-30%, and the CF multiplier is 0.7-0.8.

2.2.4.1.5 Personal Protective Equipment

Personal protective equipment (PPE) is the least desirable, and least effective, hazard control. PPE is susceptible to user error or non-compliance and may not effectively protect employees in all circumstances. PPE should only be used when there are no

viable alternative measures, or as part of a layered approach to controlling a hazard. Often the use of PPE is required by regulations or specified by the original equipment manufacturer.

When PPE is used to control risk, there will be a 5%-10% reduction in risk, with a CF multiplier of 0.9-0.95.

Table 2.5 Hierarchy of controls

Hierarchy of Controls				
Control Type	Example	Reduction Factor	Examples	
Elimination	<ul style="list-style-type: none"> Design a task, step, equipment, material, or tool to be eliminated before it is put into production or use Eliminate human interaction Replace/eliminate a reaction step, etc. Eliminate pinch points (increase clearance) 	Severity and Likelihood Reduction		
		100%	Multiplier 0	<ul style="list-style-type: none"> Elimination (e.g., human interaction) may also eliminate exposure
Substitution	<ul style="list-style-type: none"> Automated materials handling (robots, conveyors) to greatly reduce human interaction Replace with a less toxic compound Greatly reduce speed, noise, weight (energy) 	Severity Reduction		
		90% Substitution with little or no hazard	Multiplier 0.1	<ul style="list-style-type: none"> Replace oil with water Replace lifting 75 lbs. with 5 lbs.
		80% Substitution with something that still has some hazards	Multiplier 0.2	<ul style="list-style-type: none"> Replacing flammable with non-combustible Replacing lifting 75 lbs. with 20 lbs. Automation: Automate material handling where humans have been removed except for upset conditions.
Safety Devices (Engineering)	<ul style="list-style-type: none"> Barriers Interlocks Presence sensing devices (light curtains, safety mats) Fixed machine guards, emergency stops Pressure relief valves Nonskid floor coatings, local exhaust ventilation, containerization Two hand controls New software, patches, or upgrades 	Likelihood Reduction		
		70% Isolation and guards with interlocks	Multiplier 0.3	<ul style="list-style-type: none"> Engineering controls like guards, that also have interlocks
		60% Engineering control redundancy or multiple engineering controls	Multiplier 0.4	<ul style="list-style-type: none"> Failsafe modes of operation
		50% Single engineering control	Multiplier 0.5	<ul style="list-style-type: none"> Two hand control, light curtains, or physical barrier
Administrative	<ul style="list-style-type: none"> Safety work procedures Safety Inspection Training Lights, beacons, and strobes Computer warnings Worker's rotation Alarms (gas meter, fire) Barrier tape, tags, floor markings Signs and labels Beeper, horns, sirens, etc. Buddy system, attendants, observers, supervision, schedule limits Lockout-Tagout 	Likelihood Reduction Only		
		40% Engineering control that requires administrative intervention to initiate	Multiplier 0.6	<ul style="list-style-type: none"> Lockout-Tagout where a physical device like a lock requires human intervention to initiate
		30% Training, plus warnings, signs, plus inspection/ observations	Multiplier 0.7	<ul style="list-style-type: none"> Training, plus inspection to verify that controls are being practiced
		20% Training, warning signs	Multiplier 0.8	<ul style="list-style-type: none"> If there is a warning light, operators need to be trained to be aware of what it means
PPE	<ul style="list-style-type: none"> Ear plugs, gloves, respirator Safety glasses, face schedule 	Likelihood Reduction Only		
		10% Multiple PPE	Multiplier 0.9	<ul style="list-style-type: none"> Multiple PPE must be for the same hazard, e.g., gloves and arm guards
		5% Single PPE	Multiplier 0.95	<ul style="list-style-type: none"> Must be specific to the hazard

2.2.5 Mitigation Strategies

2.2.5.1 *Immediate and Long-Term Mitigations*

In many cases, implementing a permanent long-term mitigation, or mitigations, may not be immediately possible. In such cases, immediate short-term or express priority mitigations will be developed to reduce the hazard to an acceptable level of risk in the appropriate timeframe for the identified hazard, while a permanent long-term mitigation is developed and implemented.

2.2.5.2 *Layering Mitigations*

The risk matrix and the mitigated risk assessment will be applied to the predicted residual risk and the predicted substitute risk which will need to be assessed to acceptable levels. A hazard's predicted residual risk is the level of risk that would be present after the mitigation is fully implemented. The mitigation plan should reduce the likelihood, severity, or both. The predicted substitute risk is the risk that may be introduced to the system after the mitigation strategy has been fully implemented, as mitigations may create new unintended hazardous conditions. After the mitigation plan is documented, additional risk assessments need to be completed for predicted residual/substitute risks persisting in the system.

- A. Predicted residual risk will have mitigated risk assessments – these will be determined using the CF formula in conjunction with Table 6.4 to categorize the risk score to the corresponding risk level. All mitigations need to bring the risk to acceptable levels.
- B. Predicted substitute risk will use the risk matrix to complete the mitigated risk assessment and will also need to be assessed to acceptable levels.
- C. A hazard with predicted residual or substitute risks that are Unacceptable (High and Serious) cannot be accepted into the system and must be mitigated to a lower level of risk.
- D. Hazards that have predicted residual or substitute risk that are assessed at satisfactory levels will need risk acceptance on the hazard assessment prior to implementation of the mitigation plan.

2.2.6 Hazard Tracking

A hazard assessment will be initiated for reactive and proactive SRM triggers. Resolution of all identified hazards will be monitored by SSQA. The hazard log or risk register will compile all identified hazards and mitigations.

At a minimum, the Hazard Log will include the following:

- A. SRM trigger
- B. Date hazard identified Source of identification System description
- C. Policy/procedures potentially affected by hazard Environment or facility potentially affected by hazard Service or resources potentially affected by hazard
- D. Equipment potentially affected by hazard
- E. SRM panel participation log
- F. Hazard identification with hazard classification
- G. Initial safety risk level (severity/likelihood)
- H. Mitigation CAPs (elimination or control)
- I. Responsible party for each proposed action
- J. Estimated dates of completion
- K. Predicted residual and substitute risk identified Mitigation safety risk level (severity/likelihood)
- L. Follow up activity (monitor effectiveness, unexpected hazards)
- M. Hazard assessment signoff
- N. Status (open or closed)

2.2.6.1 Hazard Classification System

MTD will classify hazards to identify potential systemic deficiencies contributing to the occurrence of hazardous conditions. The classification system will be based on the FTA Sample Hazard Classification System (Version 1), which classifies hazards into the following categories:

- A. Organizational
 - a. Resourcing
 - b. Procedural
 - c. Training
 - d. Supervisory
- B. Technical
 - a. Operational
 - b. Maintenance
 - c. Design
 - d. Equipment
- C. Environmental
 - a. Weather
 - b. Natural

2.2.7 Mitigation CAPs

Mitigation CAPs shall be developed for all hazards that require or have a mitigation strategy. High and Serious Risk levels require mitigation to acceptable levels, while Medium and Low Risk levels can have a mitigation strategy if it is determined to lower the risk further. The mitigation CAPs will be accessed through the CAP Log in SSaM.

2.2.8 Risk Ownership

Once the hazard assessment is completed, and the findings and mitigations are documented, the results need to be delivered to the appropriate staff for risk acknowledgment and ownership of any residual risk. When an individual takes ownership of safety risk, it does not mean that the safety risk is eliminated. Some safety risk remains; however, the individual has determined that the prediction of the remaining safety risk is acceptable. Hazard assessments and the risks will need to be accepted prior to closing out the report and implementing the mitigation plan or change.

When there is an initial risk assessment made that meets the High-Risk level, the corresponding hazard assessment needs to be acknowledged, and risk owned by the General Manager.

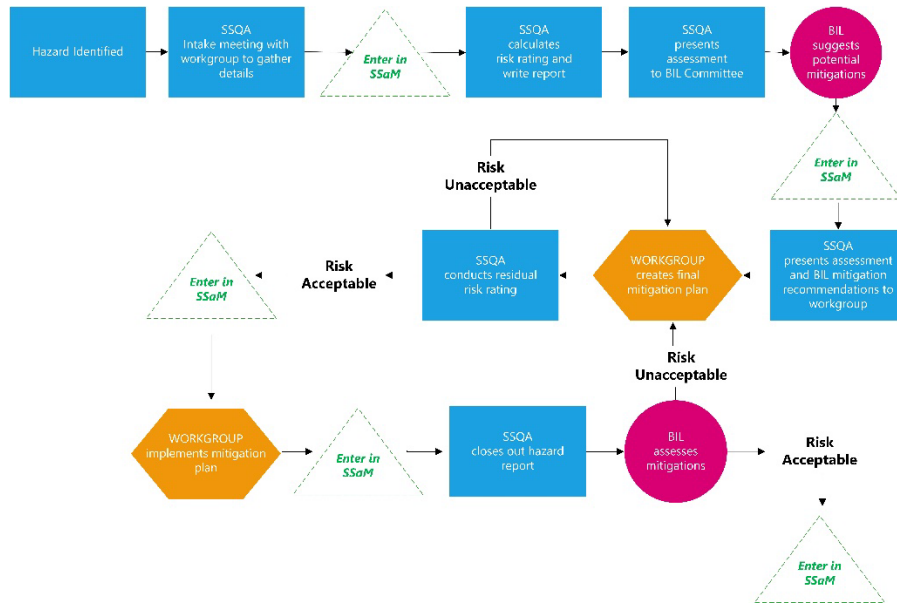
When there is a Serious Risk level, the hazard assessment report needs to be signed off by, and ownership will belong to, the Director level or higher in the area of risk. For a Medium level risk, the Section Manager owns the risk and signs off. Finally, when there is an initial risk assessment of Low, the Hazard Assessment Report needs to be signed off by a Superintendent level (or higher) in the area of risk, and ownership belongs to the acceptor.

2.2.9 Monitoring

Hazard monitoring plans will be developed in the hazard assessment. Once the type of monitoring is documented (e.g., monitoring employee reports, adding audit steps, performing management observations), monitoring will be conducted through Safety Assurance. Monitoring of the mitigation implementation may also be conducted depending on the risk level.

The following chart illustrates the SRM workflow.

Illustration 2.1 SRM Monitoring



2.2.10 Responsibilities

2.2.10.1 Facilitator

Depending on the issue or change under consideration, a hazard assessment may be facilitated by an individual or team that is qualified through MTD SRM training. Facilitators will document and lead the discussion, and an adequate SRM panel of representatives should be present to address the scope and complexity of the system. They are responsible for coordinating the SRM panel, documenting the assessment and guiding the assessment through the SRM Workflow.

2.2.10.2 Risk Owner

The review and approval of SRM documentation and ownership of any safety risk is designed to maintain and assure the quality of the SRM process. Review and approval are also required for hazard assessment without identified hazards. The Risk Owner for all “no hazard” hazard assessment will be a superintendent (or equivalent) or higher in the area of the change. Depending on the hazard and risk level, the hazard assessment signoff authority will be responsible for reviewing the report and all its elements prior to implementation.

By signing off on the hazard assessment the risk owner is confirming the following are understood and accepted:

- A. The system analysis, hazard identification, and initial risk assessments
- B. The mitigation plan actions that will be implemented
- C. The predicted residual and substitute risk(s) associated with the hazard(s) and the mitigation risk assessment(s)
- D. The monitoring plan associated with the hazard assessment

2.2.10.2.1 Risk Owner Accountabilities

Risk Owners are accountable for the following:

- A. Ensuring that the documented mitigation CAPs are complete and implemented
- B. Ensuring that all monitoring activities are recorded as specified (when required)
- C. Ensuring that performance data needed for the monitoring activities is being collected and analyzed according to the monitoring plan
- D. Determining the need to reconvene an SRM panel if performance data indicates that the mitigation controls are inadequate

2.2.10.3 SRMWG

Hazard assessments will be discussed and reviewed on a periodic basis by the SRMWG. These work groups will be made up of Transportation Safety Administrators (TSA), Chiefs and Superintendents (or equivalent) for specific work locations. Representation from contract owners will be encouraged but not required.

Ideally, the review process should occur after a hazard assessment has been signed off but before it is implemented. However, when that timeframe is not possible, the review should at least occur prior to a hazard assessment close out.

2.2.10.4 SMS Liaison

The SMS Liaisons are the SMS advocates for their respective divisions. They are responsible for ensuring all hazard assessments assigned to their divisions are signed off and closed out. They will participate in the hazard assessment and/or find the proper individuals to participate.

3 Section III: Safety Assurance

3.1 Safety Data Acquisition and Analysis

MTD divisions are responsible to identify, collect, and analyze data on their safety critical functions in order to ensure:

- A. Performance targets are established related to their daily operations, such as rules and procedure compliance; accuracy of procedures and documentation; safety events; proper management of change; and completion of safety-critical tasks in a timely manner.
- B. System-wide performance measures are being met through data monitoring.
- C. Distribution and sharing of safety data and analyses to identify trends, hazards, and safety performance.
- D. Risk-based mitigations or strategies reduce the likelihood and severity of consequences.

3.1.1 Sources of Data

Sources of data at Metro include, but are not limited to:

- A. Employee reporting systems, including self-reporting
- B. Field reports and observations from supervisors and managers Preventive maintenance and other scheduled inspections Drills, exercises, and after-action reviews from events
- C. Internal safety and security audits
- D. Customer and public comments, complaints, and recommendations Employee, passenger, and public reports of injury
- E. Planning and scheduling data collection Key performance indicators
- F. Incident reports and investigations (hazards, collisions, derailments, security, etc.)
- G. NTD reporting
- H. Safety activities (job briefings, awareness campaigns, etc.)
- I. Safety and security certification, system modification, and procurement activities
- J. Drug and alcohol compliance programs
- K. LMS
- L. Rules and procedures compliance activities
- M. Safety and Security committee activities and reports

Metro’s goal is to continuously improve assurance activities. Divisions review and discuss data and safety performance at MBRs to ensure that trends and deficiencies are identified and appropriately addressed.

3.1.2 Monitoring Safety Performance Measures

Safety Performance Measures, identified in Section I (Policy) of this document, are monitored through department and division level MBRs. Safety Performance Measures are established annually by SMEs and the BIL committee and formally adopted in the PTASP.

The Director/CSO or designee reviews safety data regularly with MTD leadership, including the Accountable Executive, for awareness and to ensure safety risks are mitigated.

3.1.3 Monitoring of Internal Safety Reviews

Internal safety reviews are designed to monitor all activities and functions, identify non-compliances and mitigations, identify hazards, and implement corrective actions to reduce risk to the agency, and to identify any existing mitigations that may be ineffective, inappropriate, or were not implemented as intended as required under 49 CFR 673(b)(2).

Any division/functional area that has a safety or security finding of non-compliance must develop a corrective action and implement it within the designated timeline. The Director/CSO or designee reviews overdue Internal Safety Review mitigations regularly with MTD leadership, including the Accountable Executive, for awareness and to ensure mitigations are resourced and progress made.

3.1.4 Public Health

Metro Transit considers mitigation strategies related to exposure to infectious diseases through its SRM process. Mitigations will be determined consistent with guidance and best practices identified by the Centers for Disease Control (CDC) and Prevention and Federal/State health authorities, as applicable.

3.2 Management of Change

Change management is a process for identifying and assessing changes that may introduce new hazards or impact the transit agency's safety performance. The FTA indicates that a transit agency must determine how a change may impact its safety performance and then evaluate the proposed change through its SRM process to analyze the proper mitigations needed to address risk associated with the change.

Each department and functional area must, both proactively and through its safety assurance activities, ensure it identifies all change (such as route changes, procedures,

infectious disease prevention, etc.), evaluates it appropriately, and implements mitigations so that risk is managed to acceptable levels during and after the change.

The FTA has identified activities to ensure that change is properly recognized, including:

- A. Monitoring service delivery activities (including field observations)
- B. Monitoring operational and maintenance data
- C. Assessing external information
- D. Assessing the employee safety reporting program
- E. Conducting evaluations of the SMS
- F. Conducting safety audits, studies, reviews, and inspections
- G. Conducting safety surveys
- H. Conducting safety investigations

The following are SRM activities.

3.2.1 Safety and Security Certification

SSC is an FTA-defined process to verify that safety and security requirements are developed for major construction, rehabilitation, or vehicle procurement projects. Certifiable elements are determined through hazard analyses and/or threat and vulnerability assessments. These are elements that may adversely affect the safety and security of customers, employees, emergency responders, or the public. The requirements are defined by design criteria, contract specifications, applicable codes, and industry safety, and security standards. SSC is accomplished through a collaborative effort between the Director/CSO or designee and the applicable project team, which may include representatives from other MTD departments, as well as project contractors/consultants.

3.2.2 System Modification

Physical changes to the system that are not governed by the SSC process often fall under the engineering modification process. This includes evaluation and assurance that a proposed modification does not create unacceptable or undesirable risks in a system, vehicle, equipment, or facility previously certified under the system SSC process.

3.2.3 Configuration Management

Configuration management encompasses the administrative activities concerned with the creation, operation, maintenance, documentation, controlled change, and quality systems of the agency. Configuration Management ensures that the documentation of MTD property, vehicle, equipment, and systems design elements, as well as systemwide documentation, is accurate and current.

3.2.4 Procurement

New procurements, changes to existing materials, vendors, and contracts; or changes to the procurement process itself, follows the same steps as other changes.

3.3 Continuous Improvement

Continuous improvement involves regularly evaluating safety performance, identifying areas for enhancement, and implementing corrective actions to reduce risk. It ensures that lessons learned from incidents, audits, and performance trends drive proactive changes that strengthen the overall safety culture.

4 Section IV: Safety Promotion

Safety Promotion is focused on building a strong safety culture through communication, training and engagement. Its purpose is to ensure all employees understand their safety responsibilities, are trained to perform their duties safely, and feel encouraged to communicate openly about safety.

4.1 Safety Communication

Safety communication ensures that critical safety information such as policies, procedures, lessons learned, and emerging risks, is effectively shared across all levels of the organization. It fosters a transparent, informed workforce and supports proactive safety behaviors through timely, clear, and accessible messaging.

4.1.1 Communication Avenues

MTD uses multiple communication channels to ensure employees are aware of safety actions, procedural changes and the reasons behind them. Communication methods include but are not limited to:

- A. Data visualization
- B. Policies
- C. Bulletins
- D. Advisories and safety directives
- E. Safety emphasis campaigns
- F. Employee Safety and Security Committees

4.2 Competencies and Training

MTD's training requirements ensure that all employees have the knowledge and skills to perform their duties safely and understand their role relative to SMS. Training may include, but is not limited to:

- A. Safety training - respirators, blood-borne pathogens, de-escalation, fall protection, first aid/CPR, etc.
- B. Initial and refresher training – position-specific instruction covering on-the-job, technical and administrative requirements, as well as any required certification and qualifications (internal and external)
- C. Vendor and contractor training – programs approved and controlled by MTD, as well as all required contractor training such as roadway worker protection
- D. SMS-related training - Safety concern identification and reporting, SMS for people leaders, etc.

- E. Ongoing competency training for safety and security staff - PTSCTP for designated personnel (see Section 4.2.1), certified safety professional, certified industrial hygienist, etc.
- F. Pathways program – classroom instruction and on-the-job training through the Transit Safety and Security Academy for front line workers that are interested in pursuing careers in safety, security, emergency management, safety auditing, etc.

4.2.1 PTSCTP

SSQA staff participate in the PTSCTP. As the contract operator of Link Light Rail and Seattle Streetcar, SSQA staff who are directly responsible for safety oversight of a rail fixed guideway public transportation system are reported as PTSCTP Rail designed personnel. Staff who are directly responsible for safety oversight of bus transit are reported as PTSCTP Bus designed personnel.

PTSCTP designated personnel enroll in an Individual Training Plan (ITP) and complete courses required under the PTSCTP curriculum within three (3) years of their initial enrollment. This is accomplished by emailing a request to ftasafetypromotion@dot.gov and include the agency the individual works for, job title/role within the agency, contact phone number, and ITP Bus and/or Rail training track.

SSQA staff that are PTSCTP designated include the following positions:

- A. Director/CSO
- B. Deputy Director
- C. Transit Safety Manager
- D. Transit Security Manager
- E. Rail Safety Strategic Planning Manager
- F. Superintendent, Drug & Alcohol
- G. Superintendent, Emergency Management
- H. Superintendent, Employee Health & Safety
- I. Superintendent, Operations Safety
- J. Superintendent, Physical Security
- K. Superintendent, SSQA Services
- L. TSA, Employee Health & Safety
- M. TSA, Operations Safety
- N. SMS Manager
- O. Training Manager

4.2.1.1 *PTSCTP Courses*

The following courses are provided through the TSI and are required for Bus and Rail PTSCTP curriculum:

- A. SMS Awareness
- B. SMS Safety Assurance
- C. SMS Principles for Transit
- D. Transit Rail System Safety
- E. Transit Rail Incident Investigation
- F. Fundamentals of Bus Collision Investigation
- G. Transit Bus System Safety
- H. Effectively Managing Transit Emergencies

4.2.1.2 *PTSCTP Recertification*

Upon completion of the PTSCTP curriculum, designated personnel must complete recertification every two (2) years. Recertification requires successful completion of training specified by the FTA or designated by the CSO that is not less than 1 hour in length. This training must include at least one hour of safety oversight training.

Authorized recertification training courses include but are not limited to the following. Courses not included below must be submitted and approved by the Director/CSO.

- A. Advanced Principles of Track Maintenance (Railway Education Bureau)
- B. Advanced Problems in Bus Collision Investigation (TSI)
- C. Advanced Rail Incident Investigation (TSI)
- D. Basic Principles of Track Maintenance (Railway Education Bureau)
- E. Curbing Transit Employee Distracted Driving (TSI)
- F. Electrical Safety (Railway Education Bureau)
- G. Emergency Response Plan Workshop (TSI)
- H. Fatigue & Sleep Apnea Awareness (TSI)
- I. Occupational Safety and Health Administration (OSHA) 30-hr
- J. Reasonable Suspicion and Post-Accident Testing Determination Seminar-A (TSI)
- K. Safety, Security, and Emergency Management Considerations for FTA Capital Projects (TSI)
- L. Substance Abuse Management and Program Compliance

King County Metro Public Transportation Agency Safety Plan

2026
Updated March 17, 2026



King County

King County Metro Transit Department
201 Jackson St., Seattle, WA 98104

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Revision Summary

Date	Revision #	Changes
2020	1.0	First Issue
2023	2.0	Incorporation of new safety policy; addition of Public Transportation Agency Safety Plan Review Committee information; update of Safety, Security and Quality Assurance responsibilities; update of safety targets; and addition of new safety risk management matrix.
2024	3.0	Removal of 'Agency Safety Plan' references and replaced with 'Public Transportation Agency Safety Plan'; update to format providing more consistency, useability, and better comprehension; update of safety targets; update to Senior Management roles and responsibilities related to PTASP implementation; Removed Executive Safety Committee and replaced with the Bipartisan Infrastructure Law Committee.
2025	4.0	Streamlined language for clarity and readability; standardized abbreviations and section titles for consistency; updated references to reflect current practices and regulatory requirements; clarified roles and responsibilities, including updates to the BIL Committee; simplified formatting and tables to improve usability and comprehension.
2026	5.0	Updated the Safety Performance Targets.

Public Transportation Agency Safety Plan Review

Bipartisan Infrastructure Law Committee Approval

King County Metro Transit Department (MTD) and its labor partners are mutually committed to providing a safe workplace and increasing employee engagement on safety and security matters. The Bipartisan Infrastructure Law (BIL) Committee is a joint effort to review MTD's Public Transportation Agency Safety Plan (PTASP) in advance of formal adoption through the King County Council. This committee ensures the MTD PTASP is making sufficient progress toward compliance with the requirements of 49 United States Code §5329, chiefly that it reflects the specific safety objectives, standards, and priorities of the transit agency, and incorporates Safety Management System (SMS) principles and methods tailored to the size, complexity, and scope of the system.

The members of the BIL Committee verify that the PTASP addresses all applicable requirements of the Public Transportation Safety Program and the National Public Transportation Safety Plan (NPTSP) regulations.

BIL Committee Members

Rebecca Frankhouser, Chair
Director/Chief Safety and Security Officer (CSO)
Safety, Security, and Quality Assurance (SSQA) Division
King County Department of Metro Transit

Jacqueline Korte, SMS Executive
Senior Quality Assurance Auditor
SSQA Division
King County Department of Metro Transit

Michael Mackay, Committee Member
Transit Operator
Bus Operations Division
King County Department of Metro Transit

Arvin Vulliet, Committee Member
Transit Mechanic
Vehicle Maintenance Division
King County Department of Metro Transit

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Concurrences and Approval

MTD PTASP

Version 5.0 - March 2026

By signing this document, the Accountable Executive and the SSQA Director/ CSO verify that PTASP addresses all applicable requirements of the Public Transportation Safety Program and the NPTSP.

Signature

Rebecca Frankhouser
SSQA Director/CSO
King County Department of Metro Transit

Date

Signature

Michelle Allison
General Manager/Accountable Executive
King County Department of Metro Transit

Date

(See Motion attached at the end of the PTASP)
King County Council
(Board of Directors equivalent)

List of Abbreviations

Abbreviations	Meanings
APTA	American Public Transportation Association
ATU	Amalgamated Transit Union
BIL	Bipartisan Infrastructure Law
CAO	Chief Administrative Officer
CAP	Corrective Action Plan
CDC	Center for Disease Control
CF	Control Factor
CFR	Code of Federal Regulations
CPTED	Crime Prevention Through Environmental Design
CSO	Chief Safety and Security Officer
DOSH	Division of Occupational Safety and Health
EEO	Equal Employment Opportunity
EMG	Extended Management Group
FMCSA	Federal Motor Carrier Safety Administration
FTA	Federal Transit Administration
HR	Human Resources
ITP	Individual Training Plan
L&I	Washington State Department of Labor and Industries
LMS	Learning Management System
MAP-21	Moving Ahead for Progress in the 21 st Century Act
MBR	Monthly Business Review
MLT	Metro Leadership Team
MTBE	Mean Time Between Events
MTD	King County Metro Transit Department
N/A	Not Applicable
NPTSP	National Public Transportation Safety Plan
NTD	National Transportation Database
NTSB	National Transportation Safety Board
OSFR	Operator Service and Facilities Reports
OSHA	Occupational Safety and Health Administration
OSONOC	Other Safety Occurrence Not Otherwise Classified
PPE	Personal Protective Equipment
PTASP	Public Transportation Agency Safety Plan
PTSCPTP	Public Transportation Safety Certification Training Program
SaFE	Safety, Security and Fare Enforcement
SCC	Safety and Security Certification
SDOT	Seattle Department of Transportation
SLT	Senior Leadership Team
SME	Subject Matter Experts
SMS	Safety Management System
SoGR	State of Good Repair
SPT	Safety Performance Targets
SRM	Safety Risk Management

SRMWG	Safety Risk Management Working Group
SSaM	Safety and Security Management System
SSDMP	Safety and Security Data Management Program
SSOA	State Safety Oversight Agency
SSQA	Safety, Security, and Quality Assurance
ST	Sound Transit
TSA	Transportation Safety Administrators
TSI	Transportation Safety Institute
USCG	United States Coast Guard
USDOT	United States Department of Transportation
VRM	Vehicle Revenue Miles

Introduction

The MTD PTASP is a comprehensive document intended to ensure the safety of customers, employees, contractors, emergency responders, and the public. This plan provides information on MTD’s SMS.

During the SMS implementation process, acceptance of this PTASP by the Federal Transit Administration (FTA) does not constitute approval or acceptance of any process or component of the SMS. MTD employees and contractors are required to comply with this plan.

The MTD Accountable Executive function is carried out by the General Manager. The MTD General Manager meets the requirements of 49 Code of Federal Regulations (CFR) 673.5 and 49 CFR 673.23(d)(1). See Section 1.5.1.2 of this plan for more information on the General Manager’s role and responsibilities related to SMS.

The MTD CSO function is carried out by the SSQA Director. See Section 1.5.4.4 of this plan for more information on the CSO’s role and responsibilities related to SMS.

The PTASP is reviewed and revised annually (once per year). The CSO is responsible for initiating revision of the PTASP. Review of the PTASP is conducted with the Metro Leadership Team (MLT) and SSQA, and with labor partners through the BIL Committee. The final draft, including all changes, is submitted to the King County Council for approval via the General Manager. Once approved, the PTASP is distributed to MTD employees and other stakeholders. The revised PTASP should be maintained and available for review by regulatory authorities or other stakeholders as required.

Updates to the PTASP reflect changes to operating or maintenance procedures, policies, rules, and/or the operating environment; they may also be made in response to regulatory requirements, audit findings, investigations, or other reviews.

MTD is committed to developing forward-thinking innovation in managerial and technical safety processes. To that end, this PTASP establishes SMS principles as its foundation. The four SMS components that apply to all facets of the Authority include the following.

Section I: Safety Policy – Aligns all divisions of MTD under SMS to prioritize safety in management decision making.

- Safety Management Policy Statement
- Authorities, accountabilities and responsibilities for management of safety
- Safety Risk Reduction Program

Section II: Safety Risk Management (SRM) – Processes that identify hazards, evaluate and resolve risk.

- Hazard identification
- Safety risk assessment
- Safety risk mitigation

Section III: Safety Assurance – Ensure all objectives are met through effective data collection and assessment.

- Safety performance monitoring and measurement
- Management of change
- Continuous improvement

Section IV: Safety Promotion – Encourage workplace and public confidence, in knowledge of, and engagement with MTD’s commitment to ensuring safety.

- Safety communication
- Competencies and training

These four components are the means of achieving the highest level of safety for MTD’s customers, employees, contractors, emergency responders, and the general public. SMS is a comprehensive, collaborative approach that brings management and labor together to build on MTD’s existing safety foundation. The system has been designed to control risk, detect, and correct safety problems earlier, share and analyze safety data more effectively, and measure safety performance more carefully. SMS is about applying resources to risk. It’s based on ensuring that MTD has the organizational infrastructure to best support decision-making and the assignment of resources at all levels.

The PTASP Rule, 49 U.S.C. §5329, requires transit operators who receive 5307 funding to develop an Agency Safety Plan rooted in SMS principles and methodology in accordance with 49 C.F.R. Part 673.

MTD receives the following FTA funding types:

- Section 5307 Urbanized Area Formula Program
- Section 5307 Passenger Ferry Grant Program
- Section 5339 Bus and Bus Facilities
- Section 5339 Low and No Emissions Program
- Section 5337 High-Intensity Fixed Guideway
- Section 5337 High-Intensity Motor Bus
- Section 5309 New Starts/Small Starts

- Section 5310 Enhanced Mobility for Seniors and People with Disabilities
- Section 5312 Transportation Innovation Program

SMS Implementation Strategy

In alignment with the FTA’s SMS regulations, MTD will implement its SMS to include Safety Policy, SRM, Safety Assurance, and Safety Promotion.

Once completed, each of the four components involves concrete tasks and activities that will signify that the objectives of that SMS implementation have been achieved. Below are tasks and activities to be completed in each phase of SMS implementation.

Component 1: Safety Policy

Tasks to be completed for Safety Policy include:

- COMPLETE
 - Create a process to update and sign the safety policy
 - Create a BIL Committee (formerly the Public Transportation Safety Plan Review Committee) with Labor partners
 - Create an SMS Liaison role for SMS implementation support for each division
 - Conduct a review of existing safety programs at MTD compared to new federal and state regulations
 - Conduct a gap analysis to determine activities necessary to implement SMS successfully
 - Ensure the MTD PTASP meets regulatory requirements under federal regulations
 - Create a report processing program
- IN PROGRESS
 - Establish a system that tracks and documents all tasks from Safety Assurance
 - Establish a system that tracks and documents all tasks from SRM
 - Create a policy on making updates to the PTASP
 - Create a web-based platform to house and share SMS documentation

Component 2: SRM

Tasks to be completed for SRM include:

- COMPLETE
 - Identify SMS accountabilities of MTD management

- Improve criteria and guidance for hazard identification/analysis tools and activities
- Finalize the SRM Section

Component 3: Safety Assurance

Tasks to be completed for Safety Assurance include:

- COMPLETE
 - Create a report processing program [COMPLETE]
 - Develop Corrective Action Plan (CAP) documentation to capture all corrective actions from Safety Assurance
 - Develop a strategy to compile, analyze and find trends in data coming from the system
 - Develop a process to identify SRM triggers and CAPs at the division level
 - Refine safety performance indicators and targets for continuous improvement
- IN PROGRESS
 - Identify Safety Assurance inputs
 - Review and enhance the process to ensure that no service delivery operations are initiated before changes have been evaluated for safety impact
 - Develop and execute training in Safety Assurance CAPs*
 - Determine how to review and track the trends at a division level (safety meeting structure)
 - Determine how the information will be disseminated from the divisions to accountable executive and senior leaders

Component 4: Safety Promotion

Tasks to be completed for Safety Promotion include:

- COMPLETE
 - Create a process for housing all SMS records in a Learning Management System (LMS)
 - Establish an SMS Steering Committee and SMS Transition Team for the implementation of SMS
 - Promote the employee safety reporting program to frontline employees

- IN PROGRESS
 - Create, deliver, and document Initial SMS Basic Training¹
 - Create, deliver, and document training for people accepting risk¹
 - Create, deliver, and document training for people performing risk assessments¹
 - Create, deliver, and document training on CAPs¹
 - Develop the infrastructure for safety performance communication throughout MTD
 - Set up communication platforms for the successful distribution of SRM processes from division leaders to frontline staff
 - Measure employee perceptions of safety and culture at MTD, communicate the results, and take actions related to safety culture improvement

¹ See Section 4.2 Competencies and Training.

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1 Section I: Safety Policy

1.1 Safety Management Policy Statement

The MTD safety policy statement is memorialized in King County Department Policies and Procedures.

MTD is committed to the following:

- A. Support the management of safety through the provision of appropriate resources that will result in an organizational culture that fosters safe practices, encourages effective employee safety reporting and communication, and actively manages safety with the same attention as given to other management systems of the organization.
- B. Integrate the management of safety among the primary responsibilities and accountabilities of all employees.
- C. Clearly define for all employees the expectations which they will be accountable for in the delivery and performance management of the organization’s SMS.
- D. Establish and operate hazard identification and analysis and safety risk assessment activities.
- E. Promote a non-punitive employee safety reporting program as a fundamental source for safety assurance inputs. Ensure that no action will be taken against any employee who discloses a safety concern through the employee safety reporting program, unless disclosure indicates, beyond any reasonable doubt, the employee’s direct involvement in an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures.
- F. Comply with legislative and regulatory requirements.
- G. Whenever possible, meet or exceed industry standards and best practices.
- H. Ensure that sufficient, skilled, and trained employees are available to implement SMS.
- I. Ensure that all employees are provided with adequate and appropriate safety-related information, training, and equipment; are competent in safe practices; and are allocated tasks commensurate with their skills.
- J. Establish and measure MTD’s safety performance against realistic and data-driven safety performance indicators and safety performance targets (SPT).
- K. Continually improve MTD’s safety performance through management processes that use data to ensure that appropriate safety management action is taken and is effective.
- L. Ensure externally supplied systems and services to support MTD operations are delivered and maintained to meet the organization’s safety performance standards.

- M. Create processes, practices, and procedures that build a pro-equity organization and workplace culture where all employees feel safe and can thrive.

1.2 Safety Performance Targets

Under the Moving Ahead for Progress in the 21st Century Act (MAP-21), the United States Department of Transportation (USDOT) and the FTA have established safety performance criteria and state of good repair (SoGR) standards in the NPTSP that all transit agencies must meet, at a minimum. Accordingly, the PTASP provides for safety performance objectives that meet or exceed those federal performance criteria and SoGR. The Accountable Executive reviews the PTASP annually for approval.

The PTASP provides strategic and management performance objectives to affirm and execute its commitment to provide a safe, reliable, and sustainable regional transportation service, and ensures compliance with federal, state, and local regulations and appropriate industry best practices. It establishes collaborative and progressive system safety, oversight, and management processes to demonstrate its dedication to safety.

Table 1 describes MTD’s overarching goals. The specific targets relative to each goal are provided in the tables following these descriptions.

Table 1.1 Safety Performance Measures

Safety Performance Measure		Description
1	Major Events*	This includes all safety and security major events as defined by the National Transportation Database (NTD).
2	Major Event Rate*	This includes all safety and security major events as defined by the NTD, divided by Vehicle Revenue Miles (VRM).
3	Collisions**	This includes all collisions reported to the NTD.
4	Collision Rate*	This includes all collisions reported to the NTD, divided by VRM.
5	Pedestrian Collision Rate	This includes all collisions “with a person,” as defined by the NTD, divided by VRM.
6	Vehicular Collision Rate	This includes all collisions “with a motor vehicle,” as defined by the NTD, divided by VRM.
7	Fatalities	This includes all fatalities as defined by the NTD.
8	Fatality Rate	This includes all fatalities as defined by the NTD, divided by VRM.
9	Transit Worker Fatality Rate	This includes all transit worker fatalities as defined by the NTD, including the categories “Transit Employee/Contractor,” “Transit Vehicle Operator,” and “Other Transit Staff,” divided by VRM.
10	Injuries*	This includes all injuries as defined by the NTD.
11	Injury Rate*	This includes all injuries as defined by the NTD, divided by VRM.
12	Transit Worker Injury Rate	This includes all transit worker injuries as defined by the NTD, including the categories “Transit Employee/Contractor,” “Transit Vehicle Operator,” and “Other Transit Staff,” divided by VRM.
13	Assaults on Transit Workers*	This includes all assaults on transit workers as defined by the NTD.
14	Rate of Assaults on Transit Workers*	This includes all assaults on transit workers as defined by the NTD, divided by VRM.
15	System Reliability	This includes Major Mechanical System failures as defined by the NTD.

* Indicates Safety Performance Measure that is also part of the Safety Risk Reduction Program.

** Indicated Safety Performance Measure that is only part of the Safety Risk Reduction Program.

1.2.1 Major Events

SPTs for major events include all safety and security events as defined by the NTD and targets were set by reviewing the previous three years of data.

Table 1.2 SPT, Major Events

Route Type	Safety Performance Measure	SPT
Fixed Route Bus	Major Events	112 events
Non-Fixed Route Bus	Major Events	37 events

1.2.2 Major Event Rate

SPTs for Major Event Rate includes all safety and security major events as defined by the NTD, divided by VRM. Targets were set by reviewing the previous three years of data.

Table 1.3 SPT, Major Event Rate

Route Type	Safety Performance Measure	SPT
Fixed Route Bus	Major Event Rate	2.50 events per million miles
Non-Fixed Route Bus	Major Event Rate	0.50 events per 100,000 miles

1.2.3 Collision

Collisions are vehicle accidents in which there is an impact of a transit vehicle with another transit vehicle, a non-transit vehicle, a fixed object, a person or persons (suicide/attempted suicide included), an animal, a rail vehicle, a vessel, or a dock. SPT for collisions were set by reviewing the previous three years of data.

Table 1.4 SPT, Collisions

Route Type	Safety Performance Measure	SPT
Fixed Route Bus	Collisions	1548 collisions
Non-Fixed Route Bus	Collisions	8 collisions

1.2.4 Collision Rate

MTD Collision rate includes all collisions reported to the NTD, divided by VRM. Targets were set by reviewing the previous three years of data.

Table 1.5 SPT, Collision Rate

Route Type	Safety Performance Measure	SPT
Fixed Route Bus	Collision Rate	36.20 collisions per million miles
Non-Fixed Route Bus	Collision Rate	0.12 collisions per 100,000 miles

1.2.5 Pedestrian Collision Rate

A pedestrian is not a driver of a motor vehicle and is either walking or using a wheelchair, bicycle, or other micromobility device. A pedestrian collision is an event that occurs when a transit revenue vehicle makes contact with a pedestrian. This SPT is calculated by taking the total number of pedestrian collisions divided by VRM, and the target was set using the previous three years of data.

Table 1.6 SPT, Pedestrian Collision Rate

Route Type	Safety Performance Measure	SPT
Fixed Route Bus	Pedestrian Collision Rate	.87 pedestrian collisions per million miles
Non-Fixed Route Bus	Pedestrian Collision Rate	0.00 pedestrian collisions per 100,000 miles

1.2.6 Vehicular Collision Rate

A vehicle collision is an event that occurs when a transit revenue service vehicle collided with another vehicle. This SPT is calculated by taking the total number of vehicle collisions divided by VRM, and the target was set using the previous three years of data.

Table 1.7 SPT, Vehicular Collision Rate

Route Type	Safety Performance Measure	SPT
Fixed Route Bus	Vehicular Collision Rate	24.31 vehicular collision per million miles
Non-Fixed Route Bus	Vehicular Collision Rate	0.18 vehicular collisions per 100,000 miles

1.2.7 Fatalities

A fatality is a death confirmed within 30 days of a safety event and excludes trespassing and suicide-related fatalities. Please note: A safety event means a collision, derailment, fire, hazardous material spill, act of nature, evacuation, or Other Safety Occurrence Not Otherwise Classified (OSONOC) occurring on transit right-of-way, in a transit revenue facility, in a transit maintenance facility, or involving a transit revenue vehicle and meeting established NTD thresholds.

Table 1.8 SPT, Fatalities

Route Type	Safety Performance Measure	SPT
Fixed Route Bus	Fatalities	3 fatalities
Non-Fixed Route Bus	Fatalities	0 fatalities

1.2.8 Fatality Rate

MTD fatality rates vary across transportation modes due to distinct operating environments and the inherent safety and risk exposure associated with each. MTD’s rate of fatalities are monitored and measured by the total number of fatalities divided by VRM. Targets were set by reviewing the previous three years of data.

Table 1.9 SPT, Fatality Rate

Route Type	Safety Performance Measure	SPT
Fixed Route Bus	Fatality Rate	0.09 fatalities per million miles
Non-Fixed Route Bus	Fatality Rate	0.00 fatalities per 100,000 miles

1.2.9 Transit Worker Fatality Rate

MTD Transit work fatality rate includes all transit worker fatalities as defined by the NTD, including the categories “Transit Employee/Contractor,” “Transit Vehicle Operator,” and “Other Transit Staff,” divided by VRM. Targets were set by reviewing the previous three years of data.

Table 1.10 SPT, Transit Worker Fatality Rate

Route Type	Safety Performance Measure	SPT
Fixed Route Bus	Transit Worker Fatality Rate	0.00 transit worker fatalities per miles
Non-Fixed Route Bus	Transit Worker Fatality Rate	0.00 transit worker fatalities per miles

1.2.10 Injuries

Any damage or harm to persons as a result of an event that requires immediate medical attention away from the scene. It does not include harm resulting from a drug overdose, exposure to the elements, illness, natural causes, or occupational safety events occurring in administrative buildings. MTD reports to the NTD anytime a person is transported away from the scene for medical attention and reports this event as an injury, whether or not the person appears to be injured.

If an individual seeks medical care several hours after an event or in the days following an event, that individual is not reportable as an injury. A reportable injury requires that the individual receive medical attention at a location other than the location at which the event occurred. This distinction serves to exclude minor first aid or other minor medical assistance received at the scene. Targets were set by reviewing the previous three years of data.

Table 1.11 SPT, Injuries

Route Type	Safety Performance Measure	SPT
Fixed Route Bus	Injuries	271 injuries
Non-Fixed Route Bus	Injuries	28 injuries

1.2.11 Injury Rate

MTD injury rate includes all injuries as defined by the NTD, divided by VRM. Targets were set by reviewing the previous three years of data.

Table 1.12 SPT, Injury Rate

Route Type	Safety Performance Measure	SPT
Fixed Route Bus	Injury Rate	6.20 injuries per million miles
Non-Fixed Route Bus	Injury Rate	0.38 injuries per 100,000 miles

1.2.12 Transit Worker Injury Rate

SPT for transit worker injury rate includes all transit worker injuries as defined by the NTD, including the categories “Transit Employee/Contractor,” “Transit Vehicle Operator,” and “Other Transit Staff,” divided by VRM. Targets were set by reviewing the previous three years of data.

Table 1.13 SPT, Transit Worker Injury Rate

Route Type	Safety Performance Measure	SPT
Fixed Route Bus	Transit Worker Injury Rate	12.45 injuries per 100 FTEs
Non-Fixed Route Bus	Transit Worker Injury Rate	Start collecting reliable data

1.2.13 Assaults on Transit Workers

An assault on is a circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with a reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker. Targets were set by reviewing the previous three years of data.

Table 1.14 SPT, Assaults on Transit Workers

Route Type	Safety Performance Measure	SPT
Fixed Route Bus	Assaults on Transit Workers	68 assaults on transit workers
Non-Fixed Route Bus	Assaults on Transit Workers	Start collecting reliable data

1.2.14 Transit Worker Assault Rate

MTD transit worker assault rate includes all assaults on transit workers as defined by the NTD, divided by VRM. Targets were set by reviewing the previous three years of data.

Table 1.15 SPT, Transit Worker Assault Rate

Route Type	Safety Performance Measure	SPT
Fixed Route Bus	Rate of Assaults on Transit Workers	0.51 assaults on transit workers per million miles
Non-Fixed Route Bus	Rate of Assaults on Transit Workers	Start collecting reliable data

1.2.15 System Reliability

The system reliability measure expresses the relationship between safety and asset condition. The rate of vehicle failures in service, defined as the mean distance between major mechanical failures, is measured as VRM operated divided by the number of major mechanical failures². MTD continues to invest and plan for a highly reliable, safe operation of its public transportation system.

As MTD introduces new vehicles across all its transportation modes, it is anticipated that there may be a burn-in period for the vehicles, resulting in a decrease in reliability. As such, MTD will strive to maintain current system reliability targets during this period.

Table 1.16 SPT, System Reliability

Route Type	Safety Performance Measure	SPT
Fixed Route Bus	System Reliability	6000 miles between road calls
Non-Fixed Route Bus	System Reliability	10.79 road calls per 100,000 miles

² Major Mechanical System Failures: Major mechanical system failures prevent a vehicle from completing or starting a scheduled revenue trip because actual movement is limited or because of safety concerns. Examples of major bus failures include breakdowns of brakes, doors, engine cooling systems, steering, axles, and suspension.

1.2.16 Light Rail Transit

Sound Transit (ST) is the owner of Link Light Rail, and MTD is the contract operator. SPT for owner agencies are maintained within their own PTASP.

1.2.17 Streetcar

Seattle Department of Transportation (SDOT) is the owner of Seattle Streetcar, and MTD is the contract operator. SPTs for owner agencies are maintained within their own PTASP.

1.3 Annual Safety Performance Report and Coordination with Stakeholders

MTD distributes and makes available SPT to regulatory authorities, the Puget Sound Regional Council, and other stakeholders to aid in the planning process. MTD coordinates SPT with stakeholders to the maximum extent possible, to assist with the selection of SPT.

1.4 Safety Performance/Risk Reduction Program Targets

In keeping with SMS philosophy, each division/functional area has established SPT for its safety-critical functions. These are detailed in divisional and functional area annual safety goals and performance measures documentation.

MTD partners with labor through the BIL Committee. This committee is responsible for setting safety risk reduction targets for major events, major event rate, collisions, collision rate, fatalities, fatality rate, injuries, injury rate, assaults on transit workers, and transit worker assault rate (see additional roles and responsibilities in Section 1.5).

Note: ST is the owner of ST Express routes and Link Light Rail, and MTD is the contract operator. SDOT is the owner of Seattle Streetcar and MTD is the contract operator. SPT for owner agencies are maintained within their PTASP.

If MTD does not meet one of the SPT, it must:

- A. Assess associated safety risk
- B. Mitigate associated safety risk based on the results of a safety risk assessment (including these mitigations in a plan to address deficiencies and in the PTASP)
- C. Allocate its safety set-aside in the following fiscal year to safety related projects eligible under Section 5307 that are reasonably likely to assist the agency in meeting the SPT in the future

Safety Set Aside: The Bipartisan Infrastructure Law requires allocation of not less than 0.75% of assistance received by MTD under Section 5307 to safety related projects that directly relate to meeting that target.

1.5 Authorities, Accountabilities, and Responsibilities for Management of Safety

1.5.1 Executive Leadership

1.5.1.1 *King County Council (Board of Directors)*

King County is governed by a nine-member elected Council and managed by an elected County Executive. Councilmembers are elected to one of nine geographic council districts and must live in the district they serve. Council members serve four-year terms, and the positions are non-partisan. Each councilmember represents about 260,000 constituents. As the legislative branch of county government, the King County Council sets policies, enacts laws, and adopts budgets that guide an array of services, including those provided by MTD.

1.5.1.2 *General Manager (Accountable Executive)*

The MTD General Manager is the Agency's Accountable Executive. The General Manager is responsible for reviewing and approving the PTASP, ensuring there is sufficient human and capital resources to develop and maintain it, adopting safety performance objectives, reviewing ongoing safety data reports, reviewing summary reports related to safety events, and overseeing MTD's SMS. The Accountable Executive may delegate risk management decisions to senior management; however, the Accountable Executive is ultimately responsible for accepting or rejecting safety risks, or hazards, at MTD.

Specifically, the MTD General Manager (Accountable Executive) has the responsibility to:

- A. Review and approve the PTASP
- B. Adopt safety performance objectives, review ongoing safety data reports, and review summary reports related to safety events
- C. Oversee implementation and administration of MTD's SMS
- D. Consider safety a top priority when proposing investments and requesting resources from the King County Council
- E. Advocate for adequate funding for the implementation of safety and security programs and the SMS
- F. Ensure that financial and personnel resources align with agency performance goals, metrics, and values
- G. Approve and sign MTD policies

- H. Ensure that safety and health training sufficient for job duties is provided for all employees
- I. Hold MLT members (senior leaders) accountable for the implementation and administration of SMS within their areas of responsibility
- J. Foster system-wide accountability at all levels
- K. Ensure the involvement of safety personnel in long range decision-making processes with system impact such as construction of new facilities; procurement of vehicles, tools, and equipment; strategic planning and operations; and strategy and direction for safety programs and priorities
- L. Implement safety risk mitigations for the safety risk reduction program that are included in the PTASP
- M. Receive and consider all other safety risk mitigations recommended by the BIL Committee
- N. Risk ownership and sign off authority for high level risk

If the BIL Committee recommends a mitigation unrelated to the Safety Risk Reduction Program, and the Accountable Executive decides not to implement; the Accountable Executive must prepare a written statement explaining their decision. The explanation must be submitted and presented to the BIL Committee and Board of Directors (King County Council) or equivalent entity.

1.5.1.3 Deputy General Manager, Chief Administrative Officer and Chief of Staff

The MTD Deputy General Manager, Chief Administrative Officer (CAO) and Chief of Staff have the responsibility to:

- A. Ensure that the SMS is implemented and executed within their areas of responsibility
- B. Assume the duties of the General Manager as designated by the General Manager with all the authority and responsibilities to ensure that there are no lapses in the SMS

1.5.1.4 Assistant General Manager and Division Directors

The MTD Assistant General Managers, Division Directors, and Deputy Directors are responsible to:

- A. Fully support this program and its proper implementation
- B. Create a positive safety culture where employees are engaged in safety practices and processes
- C. Ensure that SMS is implemented and executed within their area(s) of responsibility

- D. Ensure that the performance of SMS is measured and documented in all areas
- E. Ensure that everything needed for employees to perform job duties is communicated to the Accountable Executive and considered in resource requests
- F. Provide time necessary for employees to receive sufficient training
- G. Ensure training requirements are documented and implemented in the areas under their control.
- H. Ensure completion of CAPs by holding responsible managers accountable for the implementation of mitigations.
- I. Brief Accountable Executive on any risk determined to be unacceptable (see Section 2.2.3.1).
- J. Keep Accountable Executive apprised of the status of Corrective Actions; escalate when resources or support is needed to complete.
- K. Risk ownership and sign off authority for serious level risk within their purview

1.5.2 Leadership

1.5.2.1 Deputy Directors, Managing Directors, Section Managers, Managers, Superintendents/Supervisors, and other Immediate Supervisors

Leaders at this level have the responsibility to:

- A. Ensure that SMS is implemented and executed within their areas of responsibility
- B. Ensure that SPTs are measured and documented in all areas of their responsibility
- C. Ensure that everything needed for employees to perform job duties is communicated to the Director and considered in resource requests
- D. Ensure time is allocated for employees to receive sufficient training
- E. Participate in hazard identification, safety risk assessments, and track CAPs
- F. Ensure onsite safety orientation is provided to all new or transferred employees
- G. Ensure required safety meetings are held and documented
- H. Ensure the maintenance of a safe workplace in conformity with MTD safety programs
- I. Report on safety and security concerns and ideas

1.5.2.2 SMS Liaison

The SMS Liaison serves as a key coordinator between their division and SSQA, collaborating to ensure that SMS processes are integrated into daily operations. This role actively promotes communication, alignment, and partnership between divisions to create a proactive safety culture. Liaisons will be a part of their division's hazard identification, risk management, and compliance with safety protocols. The Liaison work supports the growth of the SMS through engagement, education, and the creation and implementation of strategic safety initiatives.

The required training for the SMS Liaison includes Transportation Safety Institute (TSI) SMS Awareness training, TSI SMS Safety Assurance, TSI SMS Principles for Transit, and SSQA SRM Training.

Key Responsibilities for the SMS Liaisons:

- A. Communication and Coordination:
 - a. Ensure that division leadership and staff are informed of SMS updates, policies, procedures, and any changes to safety protocols.
 - b. Facilitate regular communication between their division and the SMS Liaisons, including participation in SMS Liaison Forum.
- B. Hazard Identification and Reporting:
 - a. Encourage and support employees in their division in identifying and reporting hazards.
 - b. Advocate and support all identified hazards within the division are logged and tracked in the SMS reporting system.
- C. SRM:
 - a. Participate in the applicable Safety Risk Management Working Groups (SRMWG).
 - b. Assist the division in conducting safety risk assessments in accordance with the SRM process.
 - c. Help facilitate discussions on risk levels, potential consequences, and mitigation strategies.
 - d. Support the implementation of controls and mitigations as required from CAPs.
- D. Safety Training:
 - a. Ensure that division staff are trained on basic SMS principles.
 - b. Promote a continuous learning environment where safety training is prioritized.

- E. Monitoring and Compliance:
 - a. Oversee the division’s compliance with the PTASP and SPT.
 - b. Conduct periodic reviews of division safety activities to ensure alignment with SMS objectives.
 - c. Share any continuous improvement ideas to the SMS Liaison team and assist in implementing SMS improvements.
- F. Data Collection and Reporting:
 - a. Work with the SMS Liaison Team to collect and analyze safety data, incidents, and trends.
 - b. Participate in the development of safety performance metrics and tracking progress of CAPs.
- G. Fostering Safety Culture:
 - a. Promote the SMS across the division.
 - b. Encourage a proactive approach to identifying and mitigating risks before they become incidents.
 - c. Lead initiatives that promote employee engagement in the SMS process and create a positive safety culture

1.5.2.3 Superintendents, Supervisors, Immediate Supervisors, and Other People Leaders

Leaders at this level have the responsibility to:

- A. Ensure that the SMS is implemented and executed within their areas of responsibility
- B. Ensure the maintenance of a safe workplace in conformity with MTD safety programs
- C. Follow safety practices and procedures as necessary to maintain a safe work environment
- D. Report on safety and security concerns and ideas to supervisors and/or safety and security staff

1.5.3 Frontline Employees

Frontline employees have the responsibility to:

- A. Understand this policy and their role in safety
- B. Follow safety practices and procedures as necessary to maintain a safe work environment and be in conformance with applicable regulations, policies, and training
- C. Report safety and security concerns and ideas to supervisors or anonymously through data collection systems

1.5.4 SSQA Division

At MTD, the SSQA Division is dedicated to creating a community free from harm, where all can thrive. This vision is achieved through strong leadership, a deep commitment to customer service, and a relentless focus on enhancing MTD’s safety culture and security practices. The division plays a critical role in protecting MTD employees, passengers, and the communities we serve. This is accomplished through multiple lines of business, each contributing to the division’s overarching goal of ensuring a safe, secure, and supportive transit environment. The division's lines of business include:

1.5.4.1 MTD Transit Safety

The purpose of MTD Transit Safety is the administration of MTD’s operational and employee safety programs: ensuring that the programs are appropriate, compliant with applicable regulations, properly implemented, and that agency staff are trained in the program. MTD Transit Safety is also responsible for incident investigations, hazard management, ergonomics, and wellness.

1.5.4.1.1 Drug & Alcohol Program

The King County Drug & Alcohol Program oversees policies and programs to prevent substance abuse in the workplace, ensuring Compliance with federal regulations (FTA, Federal Motor Carrier Safety Administration (FMCSA), United States Coast Guard (USCG)) and agency compliance with non-safety sensitive policies.

Drug & Alcohol program employees have responsibility to:

- A. Develop, implement, and update the Drug & Alcohol Policy
- B. Conduct pre-employment, random, reasonable suspicion, post-accident, return to duty, and follow-up drug and alcohol testing
- C. Provide supervisor training required under FTA regulations, including drug awareness (90 minutes), reasonable suspicion (4-hour initial and 2.5-hour refresher), and post-accident (60 minutes).
- D. Ensure confidentiality and testing protocols are in place and followed
- E. Oversee the Medical Review Officer and contracted labs, collection, and after-hours support
- F. Oversee contract operator drug & alcohol programs, including supervision of program audits

1.5.4.1.2 Operations Safety

The MTD Operations Safety workgroup ensures the safe and compliant operation of MTD’s bus, rail, streetcar, water taxi, and contracted services, focusing on risk mitigation and incident prevention.

Operations Safety staff have responsibility to:

- A. Investigate collisions including root cause, organizational accident, breakdowns in investigations and determining corrective actions.
- B. Identify route and facility hazards
- C. Participate in equipment procurement including design criteria based on lessons learned and data
- D. Provide training on operations safety policies/procedures such as re-read and accident review board, rail recertification, superintendent and chief accident training
- E. Develop operational safety policies and procedures
- F. Coordinate safety campaigns and safety awareness teams

1.5.4.1.3 Employee Health & Safety

The Employee Health & Safety workgroup develops programs to protect employees from workplace hazards, promoting well-being and compliance with occupational safety regulations.

Employee Health & Safety staff have the responsibility to:

- A. Conduct ergonomic assessments
- B. Support regulatory inspections and investigations such as Washington Department of Safety and Health
- C. Administer Accident Prevention Plan programs and policies including but not limited to permit-required confined spaces, fall protection, electrical safety, and good faith challenge
- D. Conduct job hazard analyses and hazard assessments

1.5.4.1.4 Wellness Program

The Wellness Program implements initiatives to support employees' physical, mental, and emotional health, fostering a positive work environment and enhancing productivity.

Wellness program staff have the responsibility to:

- A. Bring awareness and access to health and wellness resources through outreach, events, and engagement, such as the annual Metro Wellness Fair
- B. Provide support and education on health and wellness topics, such as injury prevention and emotional wellbeing

- C. Resource workgroup-specific wellness programs, services, or training such as Onsite preventative health services (mobile dental clinics, blood pressure checks, Hemoglobin A1C screenings, etc.)
- D. Coordinate Wellness Champion pilot program

1.5.4.2 MTD Transit Security

The purpose of Metro Transit Security is to deliver quality security and emergency management services to MTD, customers, and the community. Through partnerships, Transit Security works to reduce crime, build trust, and enhance MTD’s resiliency.

1.5.4.2.1 Physical Security

The Physical Security workgroup manages ensures the protection of people, facilities, infrastructure, and assets. Physical Security staff have the responsibility to:

- A. Conduct after action reviews
- B. Administer video management system
- C. Provide incident management training
- D. Oversee contract security including park and ride patrols, transit center and terminal security, onboard security, and fare enforcement
- E. Administer access control program
- F. Conduct Crime Prevention Through Environmental Design (CPTED) assessments

1.5.4.2.2 Life Safety & Emergency Management

The Life Safety & Emergency Management workgroup administers the workplace violence prevention program and leads emergency preparedness, evacuation planning, and incident response coordination.

Life Safety & Emergency Management staff have the responsibility to:

- A. Emergency Evacuation Program
- B. Emergency Exercise and Drill Program
- C. Readiness/Preparedness Program
- D. Emergency Operations and Response (All-Hazards, Inclement Weather) Program
- E. MTD (Bus) System Security and Emergency
- F. Emergency Management Liaison and Partner program
- G. Regional Emergency Management Planning Initiatives and Programs
- H. Continuity of Operations Planning
- I. Regional Hazard Mitigation Planning
- J. Preparedness Program

- K. Resiliency Planning
- L. De-Escalation Training
- M. Floor Warden Training
- N. CPR/AED Program

1.5.4.3 SSQA Division Support

1.5.4.3.1 Safety & Security Services

Safety & Security Services provides frontline employees and leadership with on-site operational support, facility inspections, committee participation, and data-driven technical assistance.

Safety & Security Support Services staff have the responsibility to:

- A. Provide onsite support for front-line and management staff at worksites
- B. Training
- C. Employee suggestions
- D. Safety and Security Management System (SSaM) and video support
- E. Safety and security committee meetings and huddles

1.5.4.3.2 SSQA Data Services

SSQA Data Services is to administer the Safety and Security Data Management Program (SSDMP). This is done by building the reporting and analytics practice through integrating safety and security data into business intelligence and critical decision-making processes, and applying data mining, quantitative analysis, and statistics to aid MTD in its decision-making.

Data employees have the responsibility to:

- A. SSaM database
- B. Business Intelligence Reporting
- C. Monthly Business Review (MBR)

1.5.4.3.3 SSQA Training Support Services

Training employees have the responsibility to oversee MTD's:

- A. First of its kind, Safety & Security Academy
- B. Adult Learning Program
- C. Educational Content Development and Instructor Coaching
- D. SMS Implementation

1.5.4.3.4 Programs, Projects and Initiatives

1.5.4.3.4.1 Safety, Security and Fare Enforcement Reform Initiative

Safety, Security and Fare Enforcement (SaFE) Reform focuses on equitable and community-driven security practices, enhancing non-transit resources for customers in crisis, including support related to fares, homelessness, and mental health.

SaFE Reform staff have the responsibility to:

- A. Lead the SaFE Reform Initiative, ensuring pilots (SaFE Ambassadors, Behavioral Health Support, Fare Enforcement relaunch) are designed, managed, and aligned with MTD's safety goals.
- B. Provide visible, non-law enforcement presence that improves rider confidence and safety.
- C. Coordinate with Bus Operations, Labor, Human Resources (HR), and jurisdictional partners for smooth implementation of SaFE Reform Initiatives.
- D. Administer fare adjudication: oversee violation processing, resolution pathways, and outreach to riders.
- E. Connect riders with reduced fare options and community resources to prevent future violations.
- F. Maintain records and track outcomes related to SaFE Reform.
- G. Collaborate with community members and organizations to understand safety needs and connect riders with resources.
- H. Support public education campaigns (e.g., Code of Conduct refresh, outreach activities).

1.5.4.3.4.2 Transit Worker Safety Reporting Program

MTD employs a comprehensive employee safety reporting program as a cornerstone of its SMS, promoting and supporting a proactive safety culture among its workforce. Through SSaM, employees are encouraged to report vehicle accidents, security incidents, or any unsafe events, ensuring that potential hazards are promptly identified and addressed.

This program emphasizes the importance of frontline employees serving as the eyes and ears of the transit system, with the responsibility to report safety issues. MTD also offers an option for anonymous reporting, ensuring that employees can share concerns without fear of retaliation. By integrating employee feedback into its safety protocols, MTD enhances the well-being of its employees and ensures a safer transit environment for all passengers.

1.5.4.4 Director/CSO

The General Manager has delegated to the Director of SSQA the role of CSO. This includes the authority and responsibility to govern, administer, oversee, and monitor the PTASP and resulting safety programs, policies, rules, implementation, and procedures. The CSO has a direct line of communication to the General Manager.

Director/CSO has the responsibility to:

- A. Obtain and maintain the FTA Public Transportation Safety Certification Training Program (PTSCTP) consistent with the requirements of 49 CFR 672.
- B. Ensure that SMS is designed and implemented within the strategic vision and direction of the Accountable Executive and meets all regulatory requirements
- C. Communicate safety and security information and performance to the General Manager
- D. Ensure that resource needs are communicated upward within senior leadership and division leadership
- E. Collaborate with leadership and key SMS personnel to ensure safe work practices
- F. Interface with federal, state, and local authorities, and with industry professional organizations
- G. When an immediate and serious safety risk exists, order hazardous conditions corrected to acceptable levels or eliminated altogether
- H. Order the cessation of unsafe activities or operations that are evaluated as creating immediate and serious safety risks within the system
- I. Oversee MTD's safety and security certification (SSC) activities
- J. Conduct or direct mandatory internal safety reviews to determine compliance with SMS
- K. Perform or direct announced or unannounced audits, reviews, inspections, or assessments for the purpose of identifying and eliminating unsafe practices, operations, or conditions not immediately corrected by MTD management
- L. The CSO has several direct reports, including members of the SSQA Senior Leadership Team (SLT).

1.5.5 Agency Leadership Teams

Effective implementation of SMS requires senior management's commitment to safety. At MTD, employees may access agency leadership by elevating issues through their work unit

as directed by their managers/directors. As appropriate, division directors will elevate issues beyond their division through the Chief of Staff for MLT discussion.

1.5.5.1 MLT

MLT's focus is maximizing MTD's capacity and capability to achieve long-term strategic and operational goals in alignment with MTD's vision/mission. It is a decision-making body and working forum to:

- A. Establish parameters for and develop the biennial department budget
- B. Align goals, objectives, and expectations to achieve MTD's vision/mission
- C. Develop and manage enterprise-wide initiatives and operational policies
- D. Address internal/external obstacles to vision/mission, including legal, resource, political, and reputational. The MLT is responsible for ensuring that change is properly managed at all levels, and for guiding decision making and resource allocation.
- E. Identify operational/organizational challenges (financial, labor, performance, structural, cultural), opportunities, and patterns; and determine solutions and resolutions through shared decision-making (informed by MBR)
- F. Grow, model, and cascade leadership competencies
- G. Make decisions on recommendations from cross-functional teams
- H. Represent, communicate, and implement decisions within divisions including but not limited to CAPs and Hazard Assessment Reports
- I. Make cross-functional decisions with operational or enterprise impacts and service level planning and delivery
- J. Determine Future of Work and Business Transformation

1.5.5.1.1 MLT Members

The MLT is owned by the General Manager and facilitated by the Chief of Staff. The frequency of these meetings is twice weekly. Members of the MLT include:

- A. General Manager
- B. Deputy General Manager (Operations)
- C. CAO
- D. Chief of Staff
- E. General Counsel
- F. Assistant General Manager for Employee Services
- G. Assistant General Manager for Finance and Administration
- H. CSO/SSQA Division Director
- I. Operational Division Directors

1.5.5.2 Deputy General Manager's Forum

The Deputy General Manager's Forum is a space for operational leaders to coordinate current and emerging issues. It is a working forum to daylight and discuss:

- A. Current operational issues that may impact near term service delivery
- B. Employee and labor issues
- C. Items that may need additional clarity from communications or employee services

Deputy General Manager forum is a place to address current constraints and challenges from an operating perspective and help bring voice to future MLT discussions.

1.5.5.2.1 Deputy General Manager's Forum Members

The Deputy General Manager's Forum is owned by the Deputy General Manager and facilitated by the CSO. The group meets weekly. Members of the Deputy General Manager's Forum include:

- A. Deputy General Manager
- B. CSO
- C. Mobility Division Director
- D. Bus Operations Division Director
- E. Marine Division Director
- F. Rail Division Director
- G. Transit Facilities Division Director
- H. Vehicle Maintenance Division Director
- I. Metro Transit Chief of Police

1.5.5.3 CAO Forum

CAO is a forum to develop actionable strategies for the administrative operations of the organization. This forum is intended to:

- A. Vet and approve new Metro administrative policies and procedures.
- B. Develop shared approaches and best practices for building teams, supporting workflows, and building effective collaboration and teamwork.
- C. Support participants through peer coaching, shared problem solving, and a focus on growing the people side of the business.
- D. Develop a shared understanding of how to invest in and grow future leaders, build relationships, and bring fun to the workplace

1.5.5.4 MBR

The focus of the MBR is to monitor progress on MTD's long-term goals and desired outcomes. It is a working forum to:

- A. Review metrics, gauge progress, validate performance, measure proximity to targets, and reveal where actions can improve
- B. Identify performance issues and elevate them for resolution at MLT
- C. Make recommendations to address organizational performance challenges

1.5.5.4.1 MBR Members

The MBR is owned by the Assistant General Manager for Finance and Administration and facilitated by the Business Intelligence Team. The group meets monthly. Members of the MBR include:

- A. MLT members
- B. Deputy Directors
- C. Section Managers
- D. Superintendents

1.5.5.5 Extended Management Group

The Extended Management Group (EMG) is a forum to develop shared leadership experiences through:

- A. Training or facilitated conversations pertaining to information, skills, and resources
- B. Announcements of critical policy changes and new procedures
- C. Discussion of successes, challenges, and needs

The EMG is not a decision-making body. It is a forum for sharing organizational information that should be cascaded down into attendees' respective work groups.

1.5.5.5.1 EMG Members

The EMG is owned by the Assistant General Manager for Employee Services and facilitated by the EMG Design Team. The frequency of these meetings is monthly with an expanded quarterly meeting. Members of the EMG include:

- A. MLT members
- B. Deputy Directors
- C. Section Managers
- D. Superintendents
- E. Equal Employment Opportunity (EEO) Officer
- F. EMG Design Team (volunteer group of representatives)

1.5.5.6 *Division Leadership Teams*

Division Leadership Teams focus on maximizing divisional capacity and capability. These teams manage divisional performance by implementing decisions with allocated resources. Division Leadership Teams:

- A. Inform and address operational and cultural issues within their own divisions
- B. Establish divisional priorities in alignment with departmental goals and objectives
- C. Discuss and develop recommendations to be elevated
- D. Consult and problem-solve management issues

Division Leadership Team decisions focus on the deployment and management of resources and implementation of established strategies/priorities. The Division Leadership Teams are owned by the Division Directors and facilitated by designees. The frequency of these meetings varies by division.

Members of the Division Leadership Team are determined by the Division Director.

1.5.5.7 *BIL Committee*

MTD and its labor partners are mutually committed to providing a safe workplace and increasing employee engagement on safety and security matters. The BIL Committee is a joint effort to review MTD's PTASP in advance of formal adoption by the King County Council and provides a structure which facilitates transparent decision-making, communication, and collaboration between MTD and its labor partners while meeting the requirements of the FTA under the BIL. It includes equal representation from management and Amalgamated Transit Union (ATU) 587 (labor union that represents the plurality of MTD employees). Labor members are selected by labor union President/Bargaining Agent or designee. All BIL Committee members complete TSI Principles of SMS, SMS Safety Assurance, and SMS Awareness training. Specifically, this committee is responsible to:

- A. Participate in the review and revisions to the PTASP.
- B. Ensure the PTASP is making sufficient progress toward compliance with the requirements of 49 U.S. Code §5329, chiefly that it reflects the specific safety objectives, standards, and priorities of the transit agency, and incorporates SMS principles and methods tailored to the size, complexity, and scope of the system.
- C. Submit the PTASP for formal adoption through the King County Council.
- D. Agree that disputes are resolved within the BIL Committee resolution process.

- E. Identify and recommend safety risk mitigations to reduce likelihood and severity of consequences identified through Metro’s hazard assessments.³
- F. Identify safety risk mitigations that may be ineffective, inappropriate or were not implemented as intended.³
- G. Identify safety deficiencies for the purpose of continuous improvement.³

1.5.5.8 SMS Liaison Forum

The SMS Liaisons will coordinate and integrate SMS initiatives across all divisions, acting as a bridge between operational workgroups, SSQA, and management.

This forum is responsible for:

- A. Relaying key information and promoting SMS initiatives within their divisions
- B. Actively participate in meetings and discussions
- C. Continuously seek ways to improve safety processes
- D. Track the progress of SMS initiatives
- E. Report updates during meetings and ensure improvements are effectively implemented within their divisions.

Meeting participants include divisional SMS Liaisons and the SSQA assigned facilitator.

³ These include any instances where MTD did not meet an annual safety risk reduction performance target

2 Section II: SRM

2.1 Hazard Management

A hazard is any real or potential condition that can cause injury, illness, or death; damage to, or loss of, facilities, equipment, rolling stock, or infrastructure; or damage to the environment. A real condition is one that currently exists on the system; a potential condition is one that does not currently exist on the system but could be introduced if infrastructure, environmental or operational changes are made.

SRM provides a decision-making process for identifying hazards and mitigating risk based on a thorough understanding of the organization's systems and operating environment. Part of the decision-making process includes management accepting risk in the operation when it is assessed to be at an acceptable level. By performing SRM, an organization is fulfilling its commitment to consider risk in its operation and to reduce it to an acceptable level. The SRM process is a way to integrate acceptable risk into processes, products, and services or to improve controls that are not effective. By using SRM, an agency can work toward allocating resources to minimize hazardous conditions and maximize the safety of the system. This is achieved through the following steps:

- A. Identification and analysis of a hazard
- B. Evaluation of the levels of risk introduced by the hazard
- C. Resolution or reduction of risks to an acceptable risk level through mitigation(s)

SRM defines the tools and techniques used, as well as the responsibilities of employees, in identifying, analyzing, and reporting safety hazards. Following the identification of a hazard, it must be assessed to determine the level of risk to the system. SRM defines the level of risk that is considered acceptable to the agency; hazards that present risk that exceeds acceptable levels (the most serious hazards) must be mitigated to an acceptable level. SRM describes the methods of controlling hazards to mitigate a hazard to an acceptable level. Finally, SRM describes the processes for tracking hazards (once the hazards have been mitigated and/or accepted) to ensure that any mitigation effectively controlled the hazard and did not create any unintended hazardous conditions.

SRM processes should be continually applied to manage hazards throughout the life cycle of a system. Hazards should be identified prior to system configuration changes and eliminated through design (whenever possible) to prevent the introduction of hazards into the system. SRM processes provide a crucial tool for determining the safety impacts of engineering change proposals, construction change orders, operational changes, and the

issuance of temporary permits and certificates. Additionally, ongoing operations must be continually monitored to identify and control operational risks.

2.1.1 Data Sources

Hazard identification is used to identify and analyze hazardous conditions on the system and the methods by which identified hazards are formally reported. This section describes the processes employed to proactively search for hazardous conditions on the system.

MTD uses several internal and external methods for MTD employees, contractors, and the public to report hazardous conditions, either real or potential. They include:

- A. Employee safety committees
- B. Direct employee hazard reporting in the SSaM system
- C. Operator Service and Facilities Reports (OSFR)
- D. Safety analysis (conducted by MTD Safety)
- E. Testing, inspection, and audits
- F. Safety rules compliance monitoring
- G. Safety event (accidents, incidents, and near misses) investigations
- H. Customer reports
- I. Washington State Department of Labor and Industries (L&I), Division of Occupational Safety and Health (DOSH) directives, narratives, reports, and hazard alerts
- J. State Safety Oversight Agency (SSOA), FTA, and National Transportation Safety Board (NTSB) directives, advisories, bulletins, reports, etc.

2.1.2 Hazard Analysis

Hazard analyses used for hazard identification and assessment encompass all areas within the MTD operating system. They include:

- A. Existing elements of the system, continually reviewed as part of ongoing SRM processes
- B. Safety analyses conducted by consultants and contractors on new construction or procurement programs
- C. Proposed engineering changes
- D. Vehicles, infrastructure, equipment, and subsystems
- E. Operating and maintenance rules and procedures, including normal, abnormal, and emergency rules and procedures
- F. Aggregated safety event (accidents, incidents, and near misses) data
- G. Safety data sources

- H. Hazards identified on similar transit systems
- I. SSC activities

2.2 Safety Risk Assessment

A safety risk assessment is required to establish priorities for corrective action and resolution of identified hazards. For each identified hazard, all potential consequences that could occur while interacting with the exposed hazardous condition need to be defined. Safety risk assessments need to be based on a thorough understanding of the system, which is why the system description is an essential step of the SRM process. Without a proper system description, important details that could cause the system to break down may be overlooked.

A semi-quantitative risk model will be used to perform risk assessments within the agency. Data from MTD or other sources should be used (accident statistics, failure data, error data, etc.) to determine the safety risk. When data is not available, expertise and subject matter expert (SME) judgment will be used. When the best estimate for safety risk must be based on reasonable expert judgment, effective risk management can be accomplished through a disciplined analysis.

2.2.1 Likelihood

The likelihood of a hazard occurring over a system's expected life can be expressed in terms of time, events, population, or activity. It may be assessed using qualitative or quantitative methods.

Qualitative analysis is a subjective, less resource-intensive method that relies on expert judgment and historical data. It is best for simple systems with limited interdependence.

Quantitative analysis is more objective, data-driven, and suitable for complex systems. It requires greater technical expertise and more time.

Likelihood assessments should reflect the actual fleet size or system configuration and estimate human error rates based on task complexity, human-machine interaction, staff proficiency, and historical data.

Once likelihood levels are assigned to each hazard consequence, they are used to calculate the overall safety risk.

Table 2.1 Likelihood of a consequence

Likelihood Levels				
Description Level	Specific Individual Item	Fleet of Inventory Mean Time Between Events (MTBE)	Specific Individual Item (with Rate)	Likelihood Score
Frequent	Likely to occur often in the life of an item	Continuously experienced MTBE less than 10^3 operating hours	Likely to occur often in the life of an item. Probability of occurrence greater than or equal to 10^{-3}	10
Probable	Will occur several times in the life of an item	Will occur frequently. MTBE greater than or equal to 10^3 operating hours and less than 10^5	Will occur several times in the life of an item. Probability of occurrence less than 10^{-3} but greater than or equal to 10^{-5}	5
Occasional	Likely to occur sometime in the life of an item	Will occur several times. MTBE greater than or equal to 10^5 operating hours and less than 10^6 operating hours	Likely to occur sometime in the life of an item. Probability of occurrence less than 10^{-5} but greater than or equal to 10^{-6}	3
Remote	Unlikely, but possible to occur in the life of an item	Unlikely, but can reasonably be expected to occur. MTBE greater than or equal to 10^6 operating hours and less than 10^8 operating hours	Unlikely, but possible to occur in the life of an item. Probability of occurrence less than 10^{-6} but greater than or equal to 10^{-8}	2
Improbable	So unlikely, it can be assumed occurrence may not be experienced in the life of an item	Unlikely to occur, but possible. MTBE greater than 10^8 operating hours	So unlikely, it can be assumed occurrence may not be experienced in the life of an item. Probability of occurrence less than 10^{-8}	1

2.2.2 Severity

Consequence severity is defined as the qualitative measure of the consequences resulting from a hazardous condition. The appropriate severity category will be determined by matching the definition of the categories with the potential and actual outcomes. After determining the severity description level, the corresponding severity score will be used to determine the final risk rating.

Table 2.2 Severity of a consequence

Severity Levels				
Description	Severity Categories			Severity Score
	Injury	Damage	Environment	
Catastrophic	Loss of life, or the severe injury of more than one person	Total loss of equipment or system, with an estimated monetary loss more than \$5,000,000	Massive environmental effect with permanent implications	100
Critical	Severe injury requiring long-term rehabilitation or significant medical intervention	Damage with a monetary loss between >\$1,000,000 and \$5,000,000	Significant environmental impact with long lasting effects	70
Major	Injuries requiring medical transport or hospital admission	Damage with a monetary loss between >\$250,000 and \$1,000,000	Major environmental impact lasting months	40
Marginal	Injury requiring first aid only	Damage with monetary loss between >\$10,000 and \$250,000	Minor environmental damage lasting weeks	10
Negligible	No injury/No first aid required	Damage with monetary loss below \$10,000	Less than minor environmental damage	1

2.2.3 Safety Risk Matrix

Based on the evaluated severity score and likelihood score assigned to each outcome, a corresponding value will be calculated to determine the risk score.

$$\text{Likelihood Score} \times \text{Severity Score} = \text{Risk Score}$$

The Safety Risk Matrix can be used to determine the risk score and risk level.

Table 2.3 Safety Risk Matrix

	Catastrophic (100)	Critical (70)	Major (40)	Marginal (10)	Negligible (1)
Frequent (10)	High 1000	High 700	High 400	Medium 100	Low 10
Probable (5)	High 500	High 350	Serious 200	Medium 50	Low 5
Occasional (3)	High 300	Serious 210	Serious 120	Medium 30	Low 3
Remote (2)	Serious 200	Serious 140	Medium 80	Low 20	Low 2
Improbable (1)	Medium 100	Medium 70	Medium 40	Low 10	Low 1
Eliminated	Eliminated	Eliminated	Eliminated	Eliminated	Eliminated

In addition to the Safety Risk Matrix, Table 6.4 indicates the required actions to take based on the initial risk level assessed.

Table 2.4 Safety Risk Matrix required action based off initial risk level

Risk Score	Risk Level	Risk Level Type	Risk Ownership and Sign Off Authority	Mitigation Actions Required	Operation Impact	Monitoring	Management Review
300 and above	High	Unacceptable	General Manager	Immediately mitigate to Serious Level prior to starting operation	Stop the Operation	90-day monitoring plan required for mitigations	Accountable Executive needs to be briefed and SRMWG reviews and closes out report
120 – 299.9	Serious	Unacceptable	Director level or higher in area(s) of risk/change	Mitigation plan needs to begin implementation within 30 days to bring risk to acceptable levels	Operation permitted with the execution of high priority mitigation strategy	90-day monitoring plan required for mitigations	Accountable Executive needs to be briefed and SRMWG reviews and closes out report
21-119.9	Medium	Acceptable	Section manager level or higher in area(s) of risk/change	Mitigation recommended	Operation permitted	Monitoring plan for mitigations recommended	SRMWG reviews and closes out report
1-20.9	Low	Acceptable	Superintendent level or higher in area(s) of risk/change	Mitigation not required	Operation permitted	Monitoring plan for mitigations not required	Different facilitator reviews and closes out report
0	Eliminated	Acceptable	Not Applicable (N/A)	N/A	N/A	N/A	N/A

2.2.3.1 Unacceptable Risk Levels

2.2.3.1.1 High Risk Level

Consequences of a hazard with a risk score above 300 are High Risk level and are unacceptable in the operation. If High Risk hazards are identified, the operation associated with the risk must be immediately halted. Prior to starting the operation, actions need to be taken to at least bring the risk level to Serious Risk, then permanently to acceptable levels. Most often, when taking immediate action, short-term mitigations are being implemented, and those actions will need to be followed by permanent long-term mitigations. Short-term mitigations may include (but are not limited to) a stop-work order for maintenance or construction tasks, red-tagging or sequestering vehicles or equipment, or a stop to any affected revenue service. All of which needs to be documented in the hazard assessment.

When high risks are identified during a change, or prior to implementation, rework of the planned change needs to be altered before implementation to ensure risk is at acceptable levels. When there is an initial risk assessment made that meets the High-Risk level, the Hazard Assessment Report needs to be signed off on and risk ownership belongs to the General Manager.

All assessments that indicated an initial High Risk will need to be monitored for at least 90 days after the mitigations are implemented. All High-Risk hazards will need to be reviewed by the Director/CSO or designee, as well as undergo review and closure from the SRMWG. High-Risk levels are represented by the color red.

2.2.3.1.2 Serious Risk Level

Consequences of a hazard with a risk score above 120 and below 300 have a Serious Risk level. Serious hazards that are discovered in the operation must have a mitigation strategy in place within 30 days of identifying the hazard. If the mitigation plan takes longer than 30 days to fully implement, short-term mitigations need to be enacted within that 30-day window to ensure the risk is brought down to satisfactory levels while the permanent long-term mitigation plan is executed. The final mitigation strategy will need to bring Serious Risk level down to an acceptable level. All of which needs to be documented in the hazard assessment.

When Serious Risks are proactively identified, rework of the planned change needs to be altered to bring the risk to acceptable levels before implementing the change. The hazard assessment needs to be signed off on, and ownership will belong to the director level or higher in the area of risk.

All hazards with an initial risk level of Serious need a monitoring plan in effect for at least 90 days after mitigation actions are implemented. All Serious hazards will need to be reviewed by the Director/CSO, or designee, as well as undergo review and closure from the SRMWG. Serious Risk levels are represented by the color orange.

2.2.3.2 Acceptable Risk Levels

2.2.3.2.1 Medium Risk Level

Consequences of a hazard with a risk score greater than 21 and below 120 have a Medium Risk level. Medium hazards may be accepted in an “as-is” condition by a section manager (or higher) in the area of risk. However, whenever reasonably practical, Medium Risk should be mitigated to a Low or Eliminated level to lower the risk. Reactive hazards with a risk level of Medium should be formally accepted within 60 days of identification of the hazard. For all Medium hazards that are proactively identified, acceptance of the hazard assessment is required prior to implementation.

For all hazards with an initial risk level of Medium, a monitoring plan is recommended but not required. To maintain quality and effectiveness, in addition to the section manager sign-off, the SRMWGs will review, sign off and close out the report. Medium Risk levels are represented by the color yellow.

2.2.3.2.2 Low Risk Level

Consequences of a hazard with a risk score greater than .1 and below 21 have a Low Risk level. For all reactive Low Risk level hazards, the “as-is” condition can be accepted by a superintendent level (or higher) in the area of risk. The hazard may be eliminated entirely if management decides to mitigate the risk to a lower level. When the initial risk is proactively identified from a change, implementation is permitted but should be signed off prior to closing the hazard assessment.

Closing out a hazard assessment with an initial risk level of Low will need to be reviewed and closed out by a qualified facilitator other than the facilitator conducting the hazard assessment.

2.2.3.2.3 Eliminated Risk

Consequences of a hazard which have been mitigated may be classified as Eliminated, provided that the mitigating measures entirely remove the possibility of the consequence occurring from the hazardous condition. The initial risk will never be assessed as Eliminated; this is solely reserved for the mitigation risk assessment.

Once a hazard has been identified during the mitigation process, there is the ability to remove the hazard completely. When this occurs, the risk is removed and a risk level of Eliminated will be assigned.

2.2.4 Hazard Resolution

The method of hazard mitigation to be employed can be determined by conducting a thorough analysis of the system, considering the possible tradeoffs between various alternatives and the system safety requirements. In general accordance with FTA, American Public Transportation Association (APTA), and other industry best practices, several different means can be employed to resolve identified hazards. These include design changes, the installation of controls and warning devices, and the implementation of special procedures.

With a semi-quantitative risk model, all controls used to mitigate risk will be assigned a reduction control factor (CF) to calculate the predicted residual risk. This allows for the facilitator to have a more quantifiable approach to address how each type of control impacts the hazard. After the controls have been determined for the hazard, each will be assigned a control type with a corresponding multiplier. Then the highest initial risk score is multiplied by each CF multiplier. This calculation will result in the mitigated risk score. The mitigated risk score will be used to determine the mitigated risk level of High, Serious, Medium, Low, or Eliminated.

$$\text{Highest Risk Score} \times (\text{CF} \times \text{CF} \times \text{CF}) = \text{Mitigated Risk Score}$$

In order of preference, the means to be used in resolving hazards at King County Metro are:

2.2.4.1.1 Elimination

The concept of elimination is simple: remove the hazard so that it is no longer present in the operation. The problem with elimination is that the implementation is not as simple as the definition. Completely eliminating a hazard from the operation is not usually an option. For example, driving on the road is a hazard that a transit organization cannot eliminate, as buses need to operate on the roads. However, if Elimination is available, it is the option that must be chosen.

When the mitigation strategy has a control that eliminates the hazard, the risk level will go to Eliminated, since the reduction factor is 100%, and the CF multiplier would be 0.

2.2.4.1.2 Substitution

Substitution controls are the second most effective method for lowering risk in the operation. Substitution controls may be implemented in the existing process but would be used most effectively during the design stage. Substitution controls replace

something that produces the hazard with something that does not produce the hazard or lessens the hazard (i.e., replacing a toxic compound with a less hazardous product). The condition of a toxic compound still exists here, but the risk impact of that compound has been lowered significantly. Whenever substitution controls are used for mitigation, evaluation for substitute risk is required, since new/different hazards could be introduced.

When the mitigation strategy uses substitution controls, there will be an 80% to 90% reduction in risk, which would make the CF multiplier 0.1-0.2.

2.2.4.1.3 Safety Devices (Software and engineering Controls)

Hazards that cannot be eliminated or controlled through design selection shall be controlled to an acceptable level with fixed, automatic, or other protective safety design features or devices. Examples of safety devices include protective enclosures, software implementation, and machine guards. Care must be taken to ascertain that the operation of the safety device reduces the loss or risk and does not introduce an additional hazard. Safety devices shall also permit the system to continue to operate in a limited manner. Provisions shall be made for periodic functional checks of safety devices. When introducing safety device controls, substitute risk needs to be assessed.

When the mitigation strategy uses engineering controls, there will be a 50%-70% reduction in risk, with a CF multiplier of 0.3-0.5.

2.2.4.1.4 Administrative (Training, Procedures, Warning, and Awareness Means)

When neither design nor safety devices can effectively eliminate or control an identified hazard, various administrative controls will be used to lower the likelihood of a condition. Warning devices shall be used to detect the condition and generate an adequate warning signal. Warning signals and their application shall be designed to minimize the likelihood of incorrect personnel reaction to the signals and should be standardized within similar systems. When introducing warning device controls, substitute risk needs to be assessed.

In addition to warning devices, procedures and training are administrative controls that can be used to control the hazard. Administrative controls have a reduction factor of 20%-30%, and the CF multiplier is 0.7-0.8.

2.2.4.1.5 Personal Protective Equipment

Personal protective equipment (PPE) is the least desirable, and least effective, hazard control. PPE is susceptible to user error or non-compliance and may not effectively protect employees in all circumstances. PPE should only be used when there are no

viable alternative measures, or as part of a layered approach to controlling a hazard. Often the use of PPE is required by regulations or specified by the original equipment manufacturer.

When PPE is used to control risk, there will be a 5%-10% reduction in risk, with a CF multiplier of 0.9-0.95.

Table 2.5 Hierarchy of controls

Hierarchy of Controls				
Control Type	Example	Reduction Factor	Examples	
Elimination	<ul style="list-style-type: none"> Design a task, step, equipment, material, or tool to be eliminated before it is put into production or use Eliminate human interaction Replace/eliminate a reaction step, etc. Eliminate pinch points (increase clearance) 	Severity and Likelihood Reduction		
		100%	Multiplier 0	<ul style="list-style-type: none"> Elimination (e.g., human interaction) may also eliminate exposure
Substitution	<ul style="list-style-type: none"> Automated materials handling (robots, conveyors) to greatly reduce human interaction Replace with a less toxic compound Greatly reduce speed, noise, weight (energy) 	Severity Reduction		
		90% Substitution with little or no hazard	Multiplier 0.1	<ul style="list-style-type: none"> Replace oil with water Replace lifting 75 lbs. with 5 lbs.
		80% Substitution with something that still has some hazards	Multiplier 0.2	<ul style="list-style-type: none"> Replacing flammable with non-combustible Replacing lifting 75 lbs. with 20 lbs. Automation: Automate material handling where humans have been removed except for upset conditions.
Safety Devices (Engineering)	<ul style="list-style-type: none"> Barriers Interlocks Presence sensing devices (light curtains, safety mats) Fixed machine guards, emergency stops Pressure relief valves Nonskid floor coatings, local exhaust ventilation, containerization Two hand controls New software, patches, or upgrades 	Likelihood Reduction		
		70% Isolation and guards with interlocks	Multiplier 0.3	<ul style="list-style-type: none"> Engineering controls like guards, that also have interlocks
		60% Engineering control redundancy or multiple engineering controls	Multiplier 0.4	<ul style="list-style-type: none"> Failsafe modes of operation
		50% Single engineering control	Multiplier 0.5	<ul style="list-style-type: none"> Two hand control, light curtains, or physical barrier
Administrative	<ul style="list-style-type: none"> Safety work procedures Safety Inspection Training Lights, beacons, and strobes Computer warnings Worker's rotation Alarms (gas meter, fire) Barrier tape, tags, floor markings Signs and labels Beeper, horns, sirens, etc. Buddy system, attendants, observers, supervision, schedule limits Lockout-Tagout 	Likelihood Reduction Only		
		40% Engineering control that requires administrative intervention to initiate	Multiplier 0.6	<ul style="list-style-type: none"> Lockout-Tagout where a physical device like a lock requires human intervention to initiate
		30% Training, plus warnings, signs, plus inspection/ observations	Multiplier 0.7	<ul style="list-style-type: none"> Training, plus inspection to verify that controls are being practiced
		20% Training, warning signs	Multiplier 0.8	<ul style="list-style-type: none"> If there is a warning light, operators need to be trained to be aware of what it means
PPE	<ul style="list-style-type: none"> Ear plugs, gloves, respirator Safety glasses, face schedule 	Likelihood Reduction Only		
		10% Multiple PPE	Multiplier 0.9	<ul style="list-style-type: none"> Multiple PPE must be for the same hazard, e.g., gloves and arm guards
		5% Single PPE	Multiplier 0.95	<ul style="list-style-type: none"> Must be specific to the hazard

2.2.5 Mitigation Strategies

2.2.5.1 *Immediate and Long-Term Mitigations*

In many cases, implementing a permanent long-term mitigation, or mitigations, may not be immediately possible. In such cases, immediate short-term or express priority mitigations will be developed to reduce the hazard to an acceptable level of risk in the appropriate timeframe for the identified hazard, while a permanent long-term mitigation is developed and implemented.

2.2.5.2 *Layering Mitigations*

The risk matrix and the mitigated risk assessment will be applied to the predicted residual risk and the predicted substitute risk which will need to be assessed to acceptable levels. A hazard's predicted residual risk is the level of risk that would be present after the mitigation is fully implemented. The mitigation plan should reduce the likelihood, severity, or both. The predicted substitute risk is the risk that may be introduced to the system after the mitigation strategy has been fully implemented, as mitigations may create new unintended hazardous conditions. After the mitigation plan is documented, additional risk assessments need to be completed for predicted residual/substitute risks persisting in the system.

- A. Predicted residual risk will have mitigated risk assessments – these will be determined using the CF formula in conjunction with Table 6.4 to categorize the risk score to the corresponding risk level. All mitigations need to bring the risk to acceptable levels.
- B. Predicted substitute risk will use the risk matrix to complete the mitigated risk assessment and will also need to be assessed to acceptable levels.
- C. A hazard with predicted residual or substitute risks that are Unacceptable (High and Serious) cannot be accepted into the system and must be mitigated to a lower level of risk.
- D. Hazards that have predicted residual or substitute risk that are assessed at satisfactory levels will need risk acceptance on the hazard assessment prior to implementation of the mitigation plan.

2.2.6 Hazard Tracking

A hazard assessment will be initiated for reactive and proactive SRM triggers. Resolution of all identified hazards will be monitored by SSQA. The hazard log or risk register will compile all identified hazards and mitigations.

At a minimum, the Hazard Log will include the following:

- A. SRM trigger
- B. Date hazard identified Source of identification System description
- C. Policy/procedures potentially affected by hazard Environment or facility potentially affected by hazard Service or resources potentially affected by hazard
- D. Equipment potentially affected by hazard
- E. SRM panel participation log
- F. Hazard identification with hazard classification
- G. Initial safety risk level (severity/likelihood)
- H. Mitigation CAPs (elimination or control)
- I. Responsible party for each proposed action
- J. Estimated dates of completion
- K. Predicted residual and substitute risk identified Mitigation safety risk level (severity/likelihood)
- L. Follow up activity (monitor effectiveness, unexpected hazards)
- M. Hazard assessment signoff
- N. Status (open or closed)

2.2.6.1 Hazard Classification System

MTD will classify hazards to identify potential systemic deficiencies contributing to the occurrence of hazardous conditions. The classification system will be based on the FTA Sample Hazard Classification System (Version 1), which classifies hazards into the following categories:

- A. Organizational
 - a. Resourcing
 - b. Procedural
 - c. Training
 - d. Supervisory
- B. Technical
 - a. Operational
 - b. Maintenance
 - c. Design
 - d. Equipment
- C. Environmental
 - a. Weather
 - b. Natural

2.2.7 Mitigation CAPs

Mitigation CAPs shall be developed for all hazards that require or have a mitigation strategy. High and Serious Risk levels require mitigation to acceptable levels, while Medium and Low Risk levels can have a mitigation strategy if it is determined to lower the risk further. The mitigation CAPs will be accessed through the CAP Log in SSaM.

2.2.8 Risk Ownership

Once the hazard assessment is completed, and the findings and mitigations are documented, the results need to be delivered to the appropriate staff for risk acknowledgment and ownership of any residual risk. When an individual takes ownership of safety risk, it does not mean that the safety risk is eliminated. Some safety risk remains; however, the individual has determined that the prediction of the remaining safety risk is acceptable. Hazard assessments and the risks will need to be accepted prior to closing out the report and implementing the mitigation plan or change.

When there is an initial risk assessment made that meets the High-Risk level, the corresponding hazard assessment needs to be acknowledged, and risk owned by the General Manager.

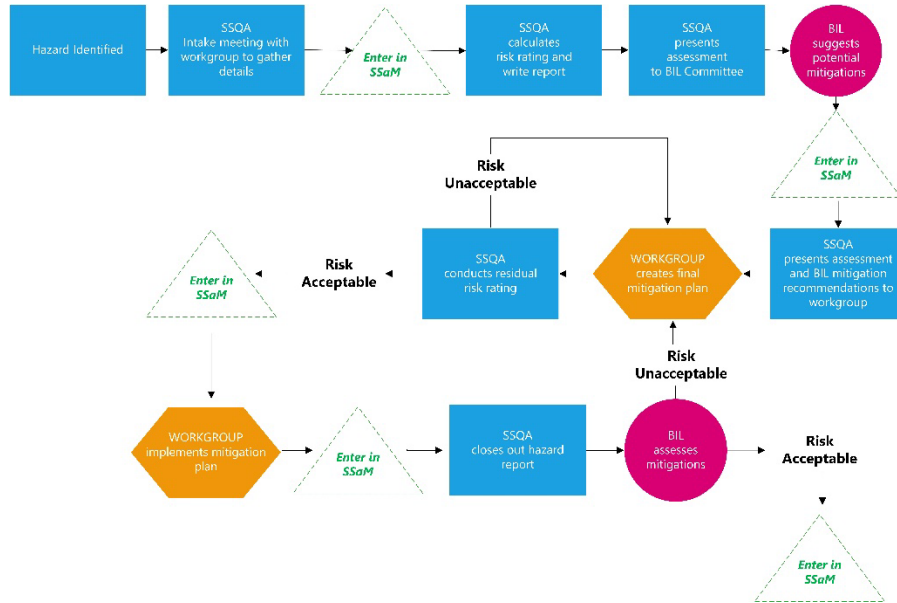
When there is a Serious Risk level, the hazard assessment report needs to be signed off by, and ownership will belong to, the Director level or higher in the area of risk. For a Medium level risk, the Section Manager owns the risk and signs off. Finally, when there is an initial risk assessment of Low, the Hazard Assessment Report needs to be signed off by a Superintendent level (or higher) in the area of risk, and ownership belongs to the acceptor.

2.2.9 Monitoring

Hazard monitoring plans will be developed in the hazard assessment. Once the type of monitoring is documented (e.g., monitoring employee reports, adding audit steps, performing management observations), monitoring will be conducted through Safety Assurance. Monitoring of the mitigation implementation may also be conducted depending on the risk level.

The following chart illustrates the SRM workflow.

Illustration 2.1 SRM Monitoring



2.2.10 Responsibilities

2.2.10.1 Facilitator

Depending on the issue or change under consideration, a hazard assessment may be facilitated by an individual or team that is qualified through MTD SRM training. Facilitators will document and lead the discussion, and an adequate SRM panel of representatives should be present to address the scope and complexity of the system. They are responsible for coordinating the SRM panel, documenting the assessment and guiding the assessment through the SRM Workflow.

2.2.10.2 Risk Owner

The review and approval of SRM documentation and ownership of any safety risk is designed to maintain and assure the quality of the SRM process. Review and approval are also required for hazard assessment without identified hazards. The Risk Owner for all “no hazard” hazard assessment will be a superintendent (or equivalent) or higher in the area of the change. Depending on the hazard and risk level, the hazard assessment signoff authority will be responsible for reviewing the report and all its elements prior to implementation.

By signing off on the hazard assessment the risk owner is confirming the following are understood and accepted:

- A. The system analysis, hazard identification, and initial risk assessments
- B. The mitigation plan actions that will be implemented
- C. The predicted residual and substitute risk(s) associated with the hazard(s) and the mitigation risk assessment(s)
- D. The monitoring plan associated with the hazard assessment

2.2.10.2.1 Risk Owner Accountabilities

Risk Owners are accountable for the following:

- A. Ensuring that the documented mitigation CAPs are complete and implemented
- B. Ensuring that all monitoring activities are recorded as specified (when required)
- C. Ensuring that performance data needed for the monitoring activities is being collected and analyzed according to the monitoring plan
- D. Determining the need to reconvene an SRM panel if performance data indicates that the mitigation controls are inadequate

2.2.10.3 SRMWG

Hazard assessments will be discussed and reviewed on a periodic basis by the SRMWG. These work groups will be made up of Transportation Safety Administrators (TSA), Chiefs and Superintendents (or equivalent) for specific work locations. Representation from contract owners will be encouraged but not required.

Ideally, the review process should occur after a hazard assessment has been signed off but before it is implemented. However, when that timeframe is not possible, the review should at least occur prior to a hazard assessment close out.

2.2.10.4 SMS Liaison

The SMS Liaisons are the SMS advocates for their respective divisions. They are responsible for ensuring all hazard assessments assigned to their divisions are signed off and closed out. They will participate in the hazard assessment and/or find the proper individuals to participate.

3 Section III: Safety Assurance

3.1 Safety Data Acquisition and Analysis

MTD divisions are responsible to identify, collect, and analyze data on their safety critical functions in order to ensure:

- A. Performance targets are established related to their daily operations, such as rules and procedure compliance; accuracy of procedures and documentation; safety events; proper management of change; and completion of safety-critical tasks in a timely manner.
- B. System-wide performance measures are being met through data monitoring.
- C. Distribution and sharing of safety data and analyses to identify trends, hazards, and safety performance.
- D. Risk-based mitigations or strategies reduce the likelihood and severity of consequences.

3.1.1 Sources of Data

Sources of data at Metro include, but are not limited to:

- A. Employee reporting systems, including self-reporting
- B. Field reports and observations from supervisors and managers Preventive maintenance and other scheduled inspections Drills, exercises, and after-action reviews from events
- C. Internal safety and security audits
- D. Customer and public comments, complaints, and recommendations Employee, passenger, and public reports of injury
- E. Planning and scheduling data collection Key performance indicators
- F. Incident reports and investigations (hazards, collisions, derailments, security, etc.)
- G. NTD reporting
- H. Safety activities (job briefings, awareness campaigns, etc.)
- I. Safety and security certification, system modification, and procurement activities
- J. Drug and alcohol compliance programs
- K. LMS
- L. Rules and procedures compliance activities
- M. Safety and Security committee activities and reports

Metro's goal is to continuously improve assurance activities. Divisions review and discuss data and safety performance at MBRs to ensure that trends and deficiencies are identified and appropriately addressed.

3.1.2 Monitoring Safety Performance Measures

Safety Performance Measures, identified in Section I (Policy) of this document, are monitored through department and division level MBRs. Safety Performance Measures are established annually by SMEs and the BIL committee and formally adopted in the PTASP.

The Director/CSO or designee reviews safety data regularly with MTD leadership, including the Accountable Executive, for awareness and to ensure safety risks are mitigated.

3.1.3 Monitoring of Internal Safety Reviews

Internal safety reviews are designed to monitor all activities and functions, identify non-compliances and mitigations, identify hazards, and implement corrective actions to reduce risk to the agency, and to identify any existing mitigations that may be ineffective, inappropriate, or were not implemented as intended as required under 49 CFR 673(b)(2).

Any division/functional area that has a safety or security finding of non-compliance must develop a corrective action and implement it within the designated timeline. The Director/CSO or designee reviews overdue Internal Safety Review mitigations regularly with MTD leadership, including the Accountable Executive, for awareness and to ensure mitigations are resourced and progress is made.

3.1.4 Public Health

Metro Transit considers mitigation strategies related to exposure to infectious diseases through its SRM process. Mitigations will be determined consistent with guidance and best practices identified by the Centers for Disease Control (CDC) and Prevention and Federal/State health authorities, as applicable.

3.2 Management of Change

Change management is a process for identifying and assessing changes that may introduce new hazards or impact the transit agency's safety performance. The FTA indicates that a transit agency must determine how a change may impact its safety performance and then evaluate the proposed change through its SRM process to analyze the proper mitigations needed to address risk associated with the change.

Each department and functional area must, both proactively and through its safety assurance activities, ensure it identifies all change (such as route changes, procedures,

infectious disease prevention, etc.), evaluates it appropriately, and implements mitigations so that risk is managed to acceptable levels during and after the change.

The FTA has identified activities to ensure that change is properly recognized, including:

- A. Monitoring service delivery activities (including field observations)
- B. Monitoring operational and maintenance data
- C. Assessing external information
- D. Assessing the employee safety reporting program
- E. Conducting evaluations of the SMS
- F. Conducting safety audits, studies, reviews, and inspections
- G. Conducting safety surveys
- H. Conducting safety investigations

The following are SRM activities.

3.2.1 Safety and Security Certification

SSC is an FTA-defined process to verify that safety and security requirements are developed for major construction, rehabilitation, or vehicle procurement projects. Certifiable elements are determined through hazard analyses and/or threat and vulnerability assessments. These are elements that may adversely affect the safety and security of customers, employees, emergency responders, or the public. The requirements are defined by design criteria, contract specifications, applicable codes, and industry safety, and security standards. SSC is accomplished through a collaborative effort between the Director/CSO or designee and the applicable project team, which may include representatives from other MTD departments, as well as project contractors/consultants.

3.2.2 System Modification

Physical changes to the system that are not governed by the SSC process often fall under the engineering modification process. This includes evaluation and assurance that a proposed modification does not create unacceptable or undesirable risks in a system, vehicle, equipment, or facility previously certified under the system SSC process

3.2.3 Configuration Management

Configuration management encompasses the administrative activities concerned with the creation, operation, maintenance, documentation, controlled change, and quality systems of the agency. Configuration Management ensures that the documentation of MTD property, vehicle, equipment, and systems design elements, as well as systemwide documentation, is accurate and current.

3.2.4 Procurement

New procurements, changes to existing materials, vendors, and contracts, or changes to the procurement process itself, follow the same steps as other changes.

3.3 Continuous Improvement

Continuous improvement involves regularly evaluating safety performance, identifying areas for enhancement, and implementing corrective actions to reduce risk. It ensures that lessons learned from incidents, audits, and performance trends drive proactive changes that strengthen the overall safety culture.

4 Section IV: Safety Promotion

Safety Promotion is focused on building a strong safety culture through communication, training and engagement. Its purpose is to ensure all employees understand their safety responsibilities, are trained to perform their duties safely, and feel encouraged to communicate openly about safety.

4.1 Safety Communication

Safety communication ensures that critical safety information such as policies, procedures, lessons learned, and emerging risks, is effectively shared across all levels of the organization. It fosters a transparent, informed workforce and supports proactive safety behaviors through timely, clear, and accessible messaging.

4.1.1 Communication Avenues

MTD uses multiple communication channels to ensure employees are aware of safety actions, procedural changes and the reasons behind them. Communication methods include but are not limited to:

- A. Data visualization
- B. Policies
- C. Bulletins
- D. Advisories and safety directives
- E. Safety emphasis campaigns
- F. Employee Safety and Security Committees

4.2 Competencies and Training

MTD's training requirements ensure that all employees have the knowledge and skills to perform their duties safely and understand their role relative to SMS. Training may include, but is not limited to:

- A. Safety training - respirators, blood-borne pathogens, de-escalation, fall protection, first aid/CPR, etc.
- B. Initial and refresher training – position-specific instruction covering on-the-job, technical and administrative requirements, as well as any required certification and qualifications (internal and external)
- C. Vendor and contractor training – programs approved and controlled by MTD, as well as all required contractor training such as roadway worker protection
- D. SMS-related training - Safety concern identification and reporting, SMS for people leaders, etc.

- E. Ongoing competency training for safety and security staff - PTSCTP for designated personnel (see Section 4.2.1), certified safety professional, certified industrial hygienist, etc.
- F. Pathways program – classroom instruction and on-the-job training through the Transit Safety and Security Academy for front line workers that are interested in pursuing careers in safety, security, emergency management, safety auditing, etc.

4.2.1 PTSCTP

SSQA staff participate in the PTSCTP. As the contract operator of Link Light Rail and Seattle Streetcar, SSQA staff who are directly responsible for safety oversight of a rail fixed guideway public transportation system are reported as PTSCTP Rail designed personnel. Staff who are directly responsible for safety oversight of bus transit are reported as PTSCTP Bus designed personnel.

PTSCTP designated personnel enroll in an Individual Training Plan (ITP) and complete courses required under the PTSCTP curriculum within three (3) years of their initial enrollment. This is accomplished by emailing a request to ftasafetypromotion@dot.gov and include the agency the individual works for, job title/role within the agency, contact phone number, and ITP Bus and/or Rail training track.

SSQA staff that are PTSCTP designated include the following positions:

- A. Director/CSO
- B. Deputy Director
- C. Transit Safety Manager
- D. Transit Security Manager
- E. Rail Safety Strategic Planning Manager
- F. Superintendent, Drug & Alcohol
- G. Superintendent, Emergency Management
- H. Superintendent, Employee Health & Safety
- I. Superintendent, Operations Safety
- J. Superintendent, Physical Security
- K. Superintendent, SSQA Services
- L. TSA, Employee Health & Safety
- M. TSA, Operations Safety
- N. SMS Manager
- O. Training Manager

4.2.1.1 *PTSCTP Courses*

The following courses are provided through the TSI and are required for Bus and Rail PTSCTP curriculum:

- A. SMS Awareness
- B. SMS Safety Assurance
- C. SMS Principles for Transit
- D. Transit Rail System Safety
- E. Transit Rail Incident Investigation
- F. Fundamentals of Bus Collision Investigation
- G. Transit Bus System Safety
- H. Effectively Managing Transit Emergencies

4.2.1.2 *PTSCTP Recertification*

Upon completion of the PTSCTP curriculum, designated personnel must complete recertification every two (2) years. Recertification requires successful completion of training specified by the FTA or designated by the CSO that is not less than 1 hour in length. This training must include at least one hour of safety oversight training.

Authorized recertification training courses include but are not limited to the following. Courses not included below must be submitted and approved by the Director/CSO.

- A. Advanced Principles of Track Maintenance (Railway Education Bureau)
- B. Advanced Problems in Bus Collision Investigation (TSI)
- C. Advanced Rail Incident Investigation (TSI)
- D. Basic Principles of Track Maintenance (Railway Education Bureau)
- E. Curbing Transit Employee Distracted Driving (TSI)
- F. Electrical Safety (Railway Education Bureau)
- G. Emergency Response Plan Workshop (TSI)
- H. Fatigue & Sleep Apnea Awareness (TSI)
- I. Occupational Safety and Health Administration (OSHA) 30-hr
- J. Reasonable Suspicion and Post-Accident Testing Determination Seminar-A (TSI)
- K. Safety, Security, and Emergency Management Considerations for FTA Capital Projects (TSI)
- L. Substance Abuse Management and Program Compliance



King County

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

REVISED STAFF REPORT

Agenda Items:	7	Name:	Mary Bourguignon
Proposed No.:	2026-0025	Date:	March 17, 2026

Proposed Motion 2026-0025, would approve King County Metro’s 2025 and 2026 Public Transportation Agency Safety Plans for submittal to the Federal Transit Administration, passed out of the TrEE Committee on March 18, 2026, with a “Do Pass” recommendation. The ordinance was amended to change the date of each report to March 2026, to reflect the timing of the Council’s review.

SUBJECT

Proposed Motion 2026-0025 would approve King County Metro’s 2025 and 2026 Public Transportation Agency Safety Plans for submittal to the Federal Transit Administration.

SUMMARY

The Federal Transit Administration (FTA) requires all public transit agencies that receive federal funds to prepare and regularly update a **Public Transportation Agency Safety Plan (PTASP)**. Each time a PTASP is updated, it must be approved by the transit agency’s Board of Directors, which, in Metro’s case, is the King County Council.

Metro’s most recent PTASP was approved by the Council in 2024. Metro’s 2025 and 2026 PTASPs update safety targets and reflect regulatory changes made by the FTA in 2024 following passage of the Infrastructure Investment and Jobs Act of 2021.

Metro’s 2025 and 2026 PTASPs appear to comply with the FTA’s PTASP requirements. As required, both include information on Metro’s:

- Annual safety performance targets
- Safety Risk Reduction Program
- Safety Management System
- Coordination with metropolitan and statewide planning processes
- Safety Committee (called the BIL Committee), which represents employees in identifying safety risks and recommending mitigations
- Safety Assurance and Safety Promotion efforts

Amendment 1 is a technical amendment. It would change the publication dates listed in the 2025 and 2026 PTASPs (Attachments A and B to Proposed Motion 2026-0025) to March 2026 to reflect the timing of the Council's review.

Passage of Proposed Motion 2026-0025 would provide the required Board of Directors approval of Metro's 2025 and 2026 PTASPs prior to submittal to the FTA for review.

BACKGROUND

FTA PTASP requirement. In July 2018, the Federal Transit Administration (FTA) published a rule¹ requiring public transit agencies that receive federal funds to prepare and submit a Public Transportation Agency Safety Plan (PTASP); to implement and operate a Safety Management System (SMS);² and to maintain safety management documentation.

PTASPs do not set policy; rather, they are compliance documents that provide information in response to a checklist of required elements for the transit services covered by the PTASP. Agencies must develop their PTASPs in consultation with their employees, and in collaboration with partner agencies and oversight organizations.³

Before a transit agency's PTASP is submitted to the FTA for review, it must be signed by the Accountable Executive (in Metro's case, the General Manager)⁴ and reviewed and approved by the Board of Directors (in Metro's case, the King County Council).⁵

PTASP updates. Following the publication of the FTA rule in 2018, Metro completed its first PTASP in 2020. That first PTASP was approved by the Council by motion⁶ and then submitted to the FTA for review.

The FTA requires each transit agency to review its PTASP at least once a year and to update it if necessary based on the FTA's requirements. Metro prepared and the Council approved updates to Metro's PTASP in 2023⁷ and again in 2024.⁸ Proposed Motion 2026-0025 would provide the Council's approval of Metro's 2025 PTASP (which was due to the FTA on December 31, 2024) and Metro's 2026 PTASP (which was due to the FTA on December 31, 2025).

Transit services included in the PTASP. The FTA's rule determines which of Metro's services must be covered in the PTASP. For some services, safety reporting is required through different mechanisms or by different agencies, meaning those services are not

¹ Public Transportation Agency Safety Plan, 49 CFR Part 673, Federal Register, Volume 83, No. 139, Thursday, July 19, 2018, Rules and Regulations, pp. 34418-34468 ([link](#))

² SMS includes safety policy, safety assurance, safety risk management, and safety promotion ([link](#))

³ Metro's partner agencies include Sound Transit and the Seattle Department of Transportation, for which Metro operates transit services under contract. The oversight organization is the Washington State Department of Transportation. Metro also collaborates on safety issues with the region's Metropolitan Planning Organization, the Puget Sound Regional Council.

⁴ KCC 2.16.038.D.

⁵ King County Charter Article 2

⁶ Motion 15688

⁷ Motion 16329

⁸ Motion 16618

covered in the PTASP. However, Metro staff state that Metro's Safety Management System (SMS) is applied throughout the agency, and that SMS resources, such as performance data, risk management, training, and promotion, are used for all services.

- **Included in Metro's PTASP:**

- **Fixed-route bus service.** Metro's fixed-route bus service, which is operated directly by Metro, is included in Metro's PTASP.
- **Access paratransit service.** Although Access paratransit is operated for Metro by a private contractor, Metro is considered the "owner agency" and therefore Access paratransit is included in the PTASPs.
- **Other contracted services.** Metro provides other services that are operated by contractors, such as Dial-a-Ride Transit (DART) and Metro Flex. Because Metro is the owner agency of these services, they are included in Metro's PTASP.

- **Not included in Metro's PTASP:**

- **Water taxi service.** Metro's water taxi service is regulated by the US Coast Guard, not the FTA, and is therefore not included in the PTASP.
- **Sound Transit contracted services.** Metro operates ST express bus and Link light rail services under contract to Sound Transit. Per the FTA, all services are to be included within their owner agency's PTASP, so these services are covered in Sound Transit's PTASP.
- **City of Seattle contracted services.** Metro operates the Seattle streetcar under contract to the City of Seattle. This service is included in the Seattle Department of Transportation's PTASP.
- **Volunteer driver services.** FTA's requirements do not cover services driven by volunteers, such as vanpool, so these services are not in Metro's PTASP.

ANALYSIS

The Council provides policy and operational guidance on transit safety and security⁹ through the Strategic Plan for Public Transportation,¹⁰ the King County Metro Service Guidelines;¹¹ and Metro's biennial budget.¹² In addition, Councilmembers participated in the work of the King County Transit Safety Task Force¹³ during 2025, developing a set of recommendations to improve safety and security for transit workers and passengers.

Metro's 2025 and 2026 PTASPs summarize Metro's work on transit safety and security by reporting on Metro's systems, performance targets, mitigation efforts, and safety training and promotion based on a checklist published by the FTA.

⁹ Transit safety generally refers to prevention of unintentional harm (such as a collision). Transit security generally refers to prevention of intentional harm (such as an assault on a transit worker or passenger).

¹⁰ Ordinance 19367, Attachment A

¹¹ Ordinance 19367, Attachment B

¹² Ordinance 20023

¹³ King County Transit Safety Task Force ([link](#))

In terms of the process to develop the 2025 and 2026 PTASPs, the transmitted PTASPs state that, as required by the FTA, Metro consulted with employees, specifically through the BIL (aka Safety) Committee; and that Metro coordinated with its partner agencies (Sound Transit and the Seattle Department of Transportation), its oversight organization (Washington State Department of Transportation), and the local Metropolitan Planning Organization (Puget Sound Regional Council).¹⁴

In terms of the content in the 2025 and 2026 PTASP, the documents respond to the FTA's PTASP checklist¹⁵ for bus transit agencies that serve large urbanized areas. This checklist, which is voluntary, includes 13 elements that the FTA recommends be included in a transit agency's PTASP:

1. Transit agency information
2. Plan development, approval, and update documentation
3. General annual safety performance targets
4. Annual safety performance targets for the Safety Risk Reduction Program
5. Coordination with metropolitan and statewide planning processes
6. Safety Risk Reduction Program
7. Safety Committee establishment, membership, and procedures
8. Safety Management System
9. Safety Management Policy
10. Safety Risk Management
11. Safety Assurance
12. Safety Promotion
13. Additional information

Attachments 4 and 5 to this staff report include tables summarizing the Council staff review of Metro's 2025 and 2026 PTASPs. The PTASPs appear to meet all requirements of the FTA checklist. The two Council staff review tables excerpt language from Metro's PTASPs and list the page numbers in each PTASP where the responses to each of the FTA's checklist elements can be found.

Key changes between the 2025 and 2026 PTASPs and Metro's 2024 PTASP include more required information on transit worker safety, as well as more information on how, as required, Metro employees were included in risk identification, risk mitigation, and safety promotion through a Safety Committee (which Metro calls the BIL Committee). The key change between the 2025 and 2026 PTASPs is updates to Metro's safety performance targets.

Next steps. The FTA requires that each PTASP must be approved by the transit agency's Board of Directors before it can be submitted to the FTA for review. The Council's passage of Proposed Motion 2026-0025 would provide this required approval,

¹⁴ A Metropolitan Planning Organization (MPO) is an organization created and designated to carry out the metropolitan transportation planning process under FTA rules ([link](#)). The Puget Sound Regional Council has been designated the MPO for the four-county Puget Sound region ([link](#)).

¹⁵ PTASP Checklist for Bus Transit Agencies Serving Large Urbanized Areas (November 26, 2024) ([link](#))

indicating that the Council believes Metro's transmitted 2025 and 2026 PTASPs to comply with the FTA's requirements and to be ready to be submitted for review.

AMENDMENT

Amendment 1 is a technical amendment. It would change the publication dates listed in both PTASPs (Attachments A and B to Proposed Motion 2026-0025) to March 2026 to reflect the timing of the Council's review.