



King County

516 Third Avenue, Council
Chambers, 10th Floor,
Seattle, WA 98104

Meeting Agenda

Transportation, Economy, and Environment Committee

Councilmembers:

Steffanie Fain, Chair;

Pete von Reichbauer, Vice Chair;

Claudia Balducci, Reagan Dunn

Lead Staff: Jake Tracy (206-263-0875)

Committee Clerk: Angelica Calderon (206 477-7470)

9:30 AM

Tuesday, August 18, 2026

Hybrid Meeting

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

Pursuant to K.C.C. 1.24.035 A. and F., this meeting is also noticed as a meeting of the Metropolitan King County Council, whose agenda is limited to the committee business. In this meeting only the rules and procedures applicable to committees apply and not those applicable to full council meetings.

HOW TO PROVIDE PUBLIC COMMENT: The Transportation, Economy and Environment Committee values community input and looks forward to hearing from you on agenda items.

There are three ways to provide public comment:

1. In person: You may attend the meeting and provide comment in the Council Chambers.
2. By email: You may comment in writing on current agenda items by submitting your email comments to committees@kingcounty.gov. If your email is received by 8:00 a.m. on the day of the meeting, your email comments will be distributed to the committee members and appropriate staff prior to the meeting.
3. Remote attendance at the meeting by phone or computer (see "Connecting to the Webinar" below).

You may provide oral comment on current agenda items during the meeting's public comment period.



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



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

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

CONNECTING TO THE WEBINAR:

Webinar ID: 828 3304 6944

By computer using the Zoom application at <https://zoom.us/join> and the webinar ID above.

Via phone by calling 1 253 215 8782 and using the webinar ID above.

HOW TO WATCH/LISTEN TO THE MEETING REMOTELY: There are several ways to watch or listen in to the meeting:

- 1) Stream online via this link: <http://www.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)
- 3) Listen to the meeting by telephone – See “Connecting to the Webinar” above.

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

1. **Call to Order**

2. **Roll Call**

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

Minutes of June 16, 2026 meeting.

4. **Public Comment**

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



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Consent

5. [Proposed Motion No. 2026-0141](#) p. 11

A MOTION confirming the executive's appointment of Kevin Kelly, who resides in council district three, to the King County solid waste advisory committee, as a representative from the waste management industry.

Sponsors: Perry

Terra Rose, Council staff

6. [Proposed Motion No. 2026-0143](#) p. 11

A MOTION confirming the executive's appointment of Jamie Fleming, who resides in council district five, to the King County solid waste advisory committee, as a representative from a bargaining unit representing the greatest number of solid waste division employees.

Sponsors: Fain

Terra Rose, Council staff

7. [Proposed Motion No. 2026-0181](#) p. 22

A MOTION confirming the executive's appointment of Alice Klein, who resides in council district two, to the King County Access paratransit advisory committee.

Sponsors: Lewis

Mary Bourguignon, Council staff

8. [Proposed Motion No. 2026-0182](#) p. 32

A MOTION confirming the executive's appointment of Priscilla Wong, who resides in council district six, to the King County Access paratransit advisory committee.

Sponsors: Balducci

Mary Bourguignon, Council staff



Sign language and interpreter services can be arranged given sufficient notice (206-848-0355).
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9. [Proposed Ordinance No. 2026-0134](#) p. 42

AN ORDINANCE authorizing the King County executive to enter into a license agreement with the Washington state Department of Transportation, Ferries Division, as owner of the Vashon Island Ferry Terminal located at 10800 North Vashon Highway, Vashon, Washington, in council district eight.

Sponsors: Mosqueda

Mary Bourguignon, Council staff

Briefing

10. [Briefing No. 2026-B0097](#) p. 120

Parks Levy Grant Program Recommendations

Sherrie Hsu, Council staff

Discussion and Possible Action

11. [Proposed Ordinance No. 2026-0203](#) p. 160

AN ORDINANCE relating to the source separation, collection, and management of organics for certain businesses located in unincorporated King County; amending Ordinance 8101, Section 4, as amended, and K.C.C. 10.04.020, adding a new chapter to K.C.C. Title 10, prescribing penalties, and establishing an effective date.

Sponsors: Mosqueda, Fain, von Reichbauer and Dembowski

Terra Rose, Council staff

12. [Proposed Motion No. 2026-0098](#) p. 209

A MOTION acknowledging the receipt of the East Link Connections transit gap service analysis report in compliance with the 2026-2027 Biennial Budget Ordinance, Ordinance 20023, Section 116, Proviso P14.

Sponsors: Balducci

Mary Bourguignon, Council staff



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13. [Proposed Motion No. 2026-0202](#) p. 255

A MOTION relating to public transportation; acknowledging receipt of the Cashless Fare Engagement Report submitted in response to the 2026-2027 Biennial Budget Ordinance, Ordinance 20023, Section 116, Proviso P10.

Sponsors: Fain

Mary Bourguignon, Council staff

Other Business

Adjournment



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King County

1200 King County
Courthouse
516 Third Avenue
Seattle, WA 98104

Meeting Minutes Transportation, Economy, and Environment Committee

Councilmembers:
Steffanie Fain, Chair;
Pete von Reichbauer, Vice Chair;
Claudia Balducci, Reagan Dunn

Lead Staff: Jake Tracy (206-263-0875)
Committee Clerk: Angelica Calderon (206 477-7470)

9:30 AM

Tuesday, June 16, 2026

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HOW TO PROVIDE PUBLIC COMMENT: The Transportation, Economy, and Environment Committee values community input and looks forward to hearing from you on agenda items.

The Committee will accept public comment on items on today's agenda in writing. You may do so by submitting your written comments to committees@kingcounty.gov. If your comments are submitted before 8:00 a.m. on the day of the meeting, your comments will be distributed to the committee members and appropriate staff prior to the meeting.

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Dial: 1 253 215 8782

Webinar ID: 828 3304 6944

To help us manage the meeting, please use the Livestream or King County TV options listed above, if possible, to watch or listen to the meeting.

1. **Call to Order**

Chair Fain called the meeting to order at 9:31 a.m.

2. **Roll Call**

Present: 3 - Dunn, Fain and von Reichbauer

Excused: 1 - Balducci

3. **Approval of Minutes**

Councilmember Fain moved approval of the March 17 and April 21, 2026, meeting minutes. There being no objections, the minutes were approved.

Consent

4. **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

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

Yes: 4 - Balducci, Dunn, Fain and von Reichbauer

5. Proposed Motion No. 2026-0060

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

Sponsors: Lewis

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

Yes: 4 - Balducci, Dunn, Fain and von Reichbauer

6. Proposed Motion No. 2026-0072

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

Sponsors: Balducci

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

Yes: 4 - Balducci, Dunn, Fain and von Reichbauer

7. Proposed Ordinance No. 2026-0150

AN ORDINANCE authorizing the executive to enter into an amendment to the amended and restated solid waste interlocal agreement with the city of Bothell related to solid waste management services in areas of Snohomish County annexed to the city of Bothell after December 31, 2012.

Sponsors: Fain

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

Yes: 4 - Balducci, Dunn, Fain and von Reichbauer

Discussion and Possible Action

8. Proposed Motion No. 2026-0058

A MOTION confirming the executive's appointment of Jacqueline Reyes, who resides in council district eight, to the conservation futures advisory committee, as an executive at-large representative.

Sponsors: Mosqueda

Jake Tracy, Council staff, briefed the Committee on the legislation and answered questions from the members.

Councilmember Dunn moved amendments A1 and T1, and the amendments were adopted.

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

Yes: 4 - Balducci, Dunn, Fain and von Reichbauer

9. Proposed Ordinance No. 2026-0116

AN ORDINANCE relating to the sale of environmental attributes held by the county; authorizing the county to enter into an agreement for the sale of environmental attributes related to biomethane produced at the South Treatment Plant to Karbone Energy LLC.

Sponsors: Fain

Jake Tracy, Council staff, briefed the Committee on the legislation and answered questions from the members. David Broustis, Energy Manager, Department of Natural Resources and Parks, answered questions from the members.

Councilmember Dunn moved amendments A1 and T1, and the amendments were adopted.

This item was expedited to the June 23, 2026 Council Agenda.

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

Yes: 4 - Balducci, Dunn, Fain and von Reichbauer

10. Proposed Motion No. 2026-0038

A MOTION acknowledging receipt of a plan describing the analysis to be completed for the policy questions identified in the Regional Wastewater Services Plan Update scope document as adopted by regional water quality committee resolution 2025-01, prepared in accordance with the 2026-2027 Budget Ordinance, Ordinance 20023, Section 115, Proviso P1.

Sponsors: Balducci

Jenny Giambattista, Council staff, briefed the Committee on the legislation and answered questions from the members. Janice Johnson, Wastewater Capital Project Manager, Natural Resources & Parks and Darren Greve, Government Affairs,

Wastewater Treatment Division, answered questions from the members.

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

Yes: 4 - Balducci, Dunn, Fain and von Reichbauer

Briefing

11. Briefing No. 2026-B0079

Fare Enforcement Report Briefing

Mary Bourguignon, Council staff, briefed the Committee and answered questions from the members. DeAnna Martin, Chief of Staff, Metro Transit Department, briefed the Committee via PowerPoint presentation and answered questions from the Committee.

This matter was Presented

12. Briefing No. 2026-B0080

Transit Funding Needs Briefing

Mary Bourguignon, Council staff, briefed the Committee and answered questions from the members. DeAnna Martin, Chief of Staff, Metro Transit Department, briefed the Committee via PowerPoint presentation and answered questions from the Committee. Jennifer Lehman, Enterprise Financial Planning & Analysis Lead, Metro Transit Department, also answered questions from the members.

This matter was Presented

Other Business

Adjournment

Approved this _____ day of _____

Clerk's Signature



Metropolitan King County Council Staff Report

Committee:	Transportation, Economy, and Environment Committee		
Agenda Item:	5-6	Analyst(s):	Terra Rose
Proposed No.:	2026-0141 2026-0143	Meeting Date:	August 18, 2026

OVERVIEW

TOPIC: Proposed Motion 2026-0141 would confirm the Executive's appointment of Kevin Kelly, who resides in Council District 3, to the Solid Waste Advisory Committee, representing the waste management industry, for a term to expire on September 30, 2028.

Proposed Motion 2026-0143 would confirm the Executive's appointment of Jamie Fleming, who resides in Council District 5, to the Solid Waste Advisory Committee, representing the bargaining unit with the greatest number of Solid Waste Division employees, for a term to expire on September 30, 2028.

BACKGROUND

Purpose. State law¹ requires each county to establish a local solid waste advisory committee to assist in the development of programs and policies concerning solid waste handling and disposal, and to review and comment upon proposed rules, policies, or ordinances prior to adoption.

The King County Solid Waste Advisory Committee (SWAC) was established in code in 1984 to advise and make recommendations to the County Executive and the Council.² King County Code (K.C.C.) specifically describes SWAC's "scope and charge" as advising and making recommendations on:

- All aspects of solid waste management planning;
- The development of programs and policies concerning solid waste management;
- Solid waste management rules, policies, or ordinances prior to their adoption; and

¹ RCW 70.95.165

² K.C.C. chapter 10.28

- The development of programs and policies that will establish, enhance, and assure utilization of methods for reusing materials that would otherwise be disposed, and in particular to promote use of products manufactured from recycled materials.

The scope and charge have not changed since 2001.³

Membership. The SWAC is composed of at least 9 and not more than 20 members representing a variety of interests, including: interested citizens, local elected officials, public interest groups, businesses, the waste management industry, the recycling industry, manufacturers located in the county, and marketing and education interests. K.C.C. requires that the members include one representative from each of the two bargaining units representing the greatest number of Solid Waste Division (SWD) employees, as well as at least one citizen representative who resides within a mile of the property boundaries of the Cedar Hills Regional Landfill.

Nominees are appointed by the Executive and subject to confirmation by the Council. Members serve a term of three years or until their successor is appointed and confirmed. Vacancies are filled for the remainder of the term of the vacant position.

APPOINTEE INFORMATION

Kevin Kelly's application materials indicate that he is currently a Public Sector Manager for Waste Management and formerly was a member of SWAC from 2015 through 2021. The application states that he has worked in the solid waste industry for 14 years in various roles and for different companies and his perspective "spans operational knowledge and industry policy in a way that can bring people together in support of common goals for the King County system."

Jamie Fleming's application materials indicate that she is currently a Business Agent for Teamsters Local 174. The application states that she represents SWD employees.

ANALYSIS

Staff have not identified any issues with the proposed appointments. They appear to be consistent with the requirements of K.C.C.

³ Ordinance 14199

ATTACHMENTS

1. Proposed Motion 2026-0141-- Kevin Kelly
2. Transmittal Letter for Proposed Motion 2026-0141
3. Proposed Motion 2026-0143 -- Jamie Fleming
4. Transmittal Letter for Proposed Motion 2026-0143



KING COUNTY

Signature Report

ATTACHMENT 1

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Motion

Proposed No. 2026-0141.1

Sponsors Perry

- 1 A MOTION confirming the executive's appointment of
- 2 Kevin Kelly, who resides in council district three, to the
- 3 King County solid waste advisory committee, as a
- 4 representative from the waste management industry.
- 5 BE IT MOVED by the Council of King County:
- 6 The county executive's appointment of Kevin Kelly, who resides in council
- 7 district three, to the King County solid waste advisory committee, as a representative

8

9 from the waste management industry, for the remainder of a three-year term expiring

10 September 30, 2028, is hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Pedroza, Clerk of the Council

APPROVED this ____ day of _____, ____.

Girmay Zahilay, County Executive

Attachments: None



Executive Girmay Zahilay

Chinook Building, CNK-EX-0800
401 Fifth Avenue, Suite 800
Seattle, WA 98104-2391

May 26, 2026

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

Dear Councilmember Perry:

This letter transmits a proposed Motion that would, if approved, confirm the appointment of Kevin Kelly, who resides in Council District three, to the Solid Waste Advisory Committee (SWAC), as a Representative from the waste management industry, for the remainder of a three-year term expiring September 30, 2028.

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

Thank you for your consideration of the proposed legislation. If your staff have any questions about this appointment, please contact Rosa Mai, Community Service, Boards & Commissions Specialist, at (206) 369-9279.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Zahilay", written in a cursive, flowing style.

Girmay Zahilay
King County Executive

The Honorable Sarah Perry

May 26, 2026

Page 2

Enclosures:

cc: King County Councilmembers

ATTN: Stephanie Cirkovich, Chief of Staff, King County Council

Melani Hay, Clerk of the Council

Karan Gill, Deputy Executive, Office of the Executive

Jasmin Weaver, Chief of Staff, Office of the Executive

Hyeok Kim, Chief Operating Officer, Office of the Executive

Sierra Howlett Browne, Director of Government Relations, Office of the Executive

Garrett Holbrook, Council Relations Manager, Office of the Executive

Rosa Mai, Community Service, Boards & Commissions Specialist, Office of the Executive

Ali Blum, Staff Liaison to Solid Waste Advisory Committee

Kevin Kelly



KING COUNTY

Signature Report

ATTACHMENT 3

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Motion

Proposed No. 2026-0143.1

Sponsors Fain

- 1 A MOTION confirming the executive's appointment of
- 2 Jamie Fleming, who resides in council district five, to the
- 3 King County solid waste advisory committee, as a
- 4 representative from a bargaining unit representing the
- 5 greatest number of solid waste division employees.
- 6 BE IT MOVED by the Council of King County:
- 7 The county executive's appointment of Jamie Fleming, who resides in council
- 8 district five, to the King County solid waste advisory committee, as a representative from

9

10 a bargaining unit representing the greatest number of solid waste division employees, for

11 the remainder of a three-year term expiring September 30, 2028, is hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Pedroza, Clerk of the Council

APPROVED this ____ day of _____, ____.

Girmay Zahilay, County Executive

Attachments: None



Executive Girmay Zahilay

Chinook Building, CNK-EX-0800
401 Fifth Avenue, Suite 800
Seattle, WA 98104-2391

May 26, 2026

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

Dear Councilmember Perry:

This letter transmits a proposed Motion that would, if approved, confirm the appointment of Jamie Fleming, who resides in Council District five, to the Solid Waste Advisory Committee (SWAC), as a representative from a bargaining unit representing the greatest number of Solid Waste Division employees (Teamster Local 174), for the remainder of a three-year term expiring September 30, 2028.

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

Thank you for your consideration of the proposed legislation. If your staff have any questions about this appointment, please contact Rosa Mai, Community Service, Boards & Commissions Specialist, at (206) 369-9279.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Zahilay", written in a cursive style.

Girmay Zahilay
King County Executive

The Honorable Sarah Perry

May 26, 2026

Page 2

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Karan Gill, Deputy Executive, Office of the Executive

Jasmin Weaver, Chief of Staff, Office of the Executive

Hyeok Kim, Chief Operating Officer, Office of the Executive

Sierra Howlett Browne, Director of Government Relations, Office of the Executive

Garrett Holbrook, Council Relations Manager, Office of the Executive

Rosa Mai, Community Service, Boards & Commissions Specialist, Office of the Executive

Ali Blum, Staff Liaison to Solid Waste Advisory Committee Solid Waste Advisory

Committee

Jamie Fleming



Metropolitan King County Council Staff Report

Committee:	Transportation, Economy, and Environment Committee		
Agenda Item:	7	Analyst(s):	Mary Bourguignon
Proposed No.:	2026-0181	Meeting Date:	August 18, 2026

OVERVIEW

TOPIC: Proposed Motion 2026-0181 would confirm the appointment of Alice Klein, who resides in District 2, to the Access Paratransit Advisory Committee (APAC) for the remainder of a two-year term to expire on December 31, 2026.

BACKGROUND

PURPOSE. The APAC is established in the King County Code (K.C.C. 2.124.010) to advise Metro, the Executive, and the Council on issues related to Access paratransit.

MEMBERSHIP. The APAC is to have at least nine members appointed by the Executive and confirmed by the Council to two-year terms. Membership is to consist of Access paratransit riders and their family members, as well as representatives of organizations that support or provide services to current or potential Access paratransit riders, including riders with limited English proficiency.

APPOINTEE INFORMATION

Ms. Klein, who is a Seattle resident, is the Program Lead for the Washington State Department of Services for the Blind. She served on Metro's Future of Paratransit Mobility Board, which interested her in continuing to support Metro in addressing community concerns about paratransit, particularly as paratransit affects blind, DeafBlind, and low-vision riders.

ANALYSIS

Staff have not identified any issues with the proposed appointment. It appears to be consistent with the requirements of K.C.C. 2.124.010.

ATTACHMENTS

1. Proposed Motion 2026-0181
2. Transmittal Letter
3. APAC Board Profile



KING COUNTY

Signature Report

ATTACHMENT 1

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Motion

Proposed No. 2026-0181.1

Sponsors Lewis

- 1 A MOTION confirming the executive's appointment of
- 2 Alice Klein, who resides in council district two, to the King
- 3 County Access paratransit advisory committee.
- 4 BE IT MOVED by the Council of King County:
- 5 The county executive's appointment of Alice Klein, who resides in council district
- 6 two, to the King County Access paratransit advisory committee, for the remainder of a

- 7 two-year term to expire on December 31, 2026, is hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Pedroza, Clerk of the Council

APPROVED this ____ day of _____, ____.

Girmay Zahilay, County Executive

Attachments: None



Executive Girmay Zahilay

Chinook Building, CNK-EX-0800
401 Fifth Avenue, Suite 800
Seattle, WA 98104-2391

July 7, 2026

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

Dear Councilmember Perry:

This letter transmits a proposed Motion that would, if approved, confirm the appointment of Alice Klein, who resides in council district two, to the King County Access Paratransit Advisory Committee, for the remainder of a two-year term to expire on December 31, 2026.

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

Thank you for your consideration of the proposed legislation. If your staff have any questions about this appointment, please contact Rosa Mai, Community Service, Boards & Commissions Specialist, at (206) 369-9279.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Zahilay".

Girmay Zahilay
King County Executive

The Honorable Sarah Perry

July 7, 2026

Page 2

Enclosures:

cc: King County Councilmembers

ATTN: Stephanie Cirkovich, Chief of Staff, King County Council

Melani Hay, Clerk of the Council

Karan Gill, Deputy Executive, Office of the Executive

Jasmin Weaver, Chief of Staff, Office of the Executive

Hyeok Kim, Chief Operating Officer, Office of the Executive

Sierra Howlett Browne, Director of Government Relations, Office of the Executive

Garrett Holbrook, Council Relations Manager, Office of the Executive

Rosa Mai, Community Service, Boards & Commissions Specialist, Office of the Executive

Jordan Hoover, Staff Liaison to the Access Paratransit Advisory Committee

Alice Klein

ACCESS PARATRANSIT ADVISORY COMMITTEE (APAC)

DATE: MARCH 2026

TOTAL NUMBER OF MEMBERS: at least 9

LENGTH OF TERM: 2 YEARS

** King County seeks to create an inclusive and accessible process for individuals who wish to serve on a King County board or commission. We strive to ensure that King County boards and commissions are representative of the communities we serve.*

BOARD MEMBERS APPOINTED

Pos.	Name	KCC District	Background / Representing	Date Appointed	Term Expires	Number of Appointed Terms
1	VACANT	1				
2	VACANT	2				
3	VACANT	3				
4	VACANT	4				
5	Prem Subedi	5	Current Access paratransit user. Represents young transit riders with disabilities.	7/15/2023	7/15/2027	2 Full
6	VACANT	6				
7	Steven Field	7	Current Access paratransit rider. Represents physically disabled community.	5/1/2023	5/31/2027	2 Full
8	VACANT	7				
9	Lisa Espinosa	8	Current Access Paratransit user; Community Advocate. Represents blind community.	7/15/2023	7/15/2027	2 Full
10	VACANT	9				

BOARD MEMBERS TO BE APPOINTED – SUBJECT TO COUNCIL CONFIRMATION

Pos.	Name	KCC District	Background / Representing	Date Appointed	Term Expires	Number of Appointed Terms
2	Alice Klein	2	Representative of organization that provides services to and supports Access paratransit riders			
6	Priscilla Wong	6	Current Access paratransit rider. Represent physically disabled community.			
8	Christina Patterson	7	Current Access paratransit rider. Represent physically disabled community.			

ACCESS PARATRANSIT ADVISORY COMMITTEE (APAC)**DATE: MARCH 2026****TOTAL NUMBER OF MEMBERS:** at least 9**LENGTH OF TERM:** 2 YEARS

** King County seeks to create an inclusive and accessible process for individuals who wish to serve on a King County board or commission. We strive to ensure that King County boards and commissions are representative of the communities we serve.*

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7	Steven Field	7	Current Access paratransit rider. Represents physically disabled community.	5/1/2023	5/31/2027	2 Full
8	VACANT	7				
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10	VACANT	9				

BOARD MEMBERS TO BE APPOINTED – SUBJECT TO COUNCIL CONFIRMATION

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8	Christina Patterson	7	Current Access paratransit rider. Represent physically disabled community.			



Metropolitan King County Council Staff Report

Committee:	Transportation, Economy, and Environment Committee		
Agenda Item:	8	Analyst(s):	Mary Bourguignon
Proposed No.:	2026-0182	Meeting Date:	August 18, 2026

OVERVIEW

TOPIC: Proposed Motion 2026-0182 would confirm the appointment of Priscilla Wong, who resides in District 6, to the Access Paratransit Advisory Committee (APAC) for the remainder of a two-year term to expire on December 31, 2027.

BACKGROUND

PURPOSE. The APAC is established in the King County Code (K.C.C. 2.124.010) to advise Metro, the Executive, and the Council on issues related to Access paratransit.

MEMBERSHIP. The APAC is to have at least nine members appointed by the Executive and confirmed by the Council to two-year terms. Membership is to consist of Access paratransit riders and their family members, as well as representatives of organizations that support or provide services to current or potential Access paratransit riders, including riders with limited English proficiency.

APPOINTEE INFORMATION

Ms. Wong is a resident of Redmond and a former Access paratransit rider who is in the process of being recertified for Access use. She is interested in serving on APAC to help improve paratransit services and improve the independence of people with disabilities. As noted, Ms. Wong's appointment would be for the remainder of a two-year term to expire on December 31, 2027.

ANALYSIS

Staff have not identified any issues with the proposed appointment. It appears to be consistent with the requirements of K.C.C. 2.124.010.

ATTACHMENTS

1. Proposed Motion 2026-0182
2. Transmittal Letter
3. APAC Board Profile



KING COUNTY

Signature Report

ATTACHMENT 1

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Motion

Proposed No. 2026-0182.1

Sponsors Balducci

- 1 A MOTION confirming the executive's appointment of
- 2 Priscilla Wong, who resides in council district six, to the
- 3 King County Access paratransit advisory committee.
- 4 BE IT MOVED by the Council of King County:
- 5 The county executive's appointment of Priscilla Wong, who resides in council
- 6 district six, to the King County Access paratransit advisory committee, for the remainder

7 of a two-year term to expire on December 31, 2027, is hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Pedroza, Clerk of the Council

APPROVED this ____ day of _____, ____.

Girmay Zahilay, County Executive

Attachments: None



Executive Girmay Zahilay

Chinook Building, CNK-EX-0800
401 Fifth Avenue, Suite 800
Seattle, WA 98104-2391

July 7, 2026

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

Dear Councilmember Perry:

This letter transmits a proposed Motion that would, if approved, confirm the appointment of Priscilla Wong, who resides in council district six, to the King County Access Paratransit Advisory Committee, for the remainder of a two-year term expiring December 31, 2027.

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

Thank you for your consideration of the proposed legislation. If your staff have any questions about this appointment, please contact Rosa Mai, Community Service, Boards & Commissions Specialist, at (206) 369-9279.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Zahilay", written in a cursive style.

Girmay Zahilay
King County Executive

The Honorable Sarah Perry

July 7, 2026

Page 2

Enclosures:

cc: King County Councilmembers

ATTN: Stephanie Cirkovich, Chief of Staff, King County Council

Melani Hay, Clerk of the Council

Karan Gill, Deputy Executive, Office of the Executive

Jasmin Weaver, Chief of Staff, Office of the Executive

Hyeok Kim, Chief Operating Officer, Office of the Executive

Sierra Howlett Browne, Director of Government Relations, Office of the Executive

Garrett Holbrook, Council Relations Manager, Office of the Executive

Rosa Mai, Community Service, Boards & Commissions Specialist, Office of the Executive

Jordan Hoover, Staff Liaison to the Access Paratransit Advisory Committee

Priscilla Wong

ACCESS PARATRANSIT ADVISORY COMMITTEE (APAC)

DATE: MARCH 2026

TOTAL NUMBER OF MEMBERS: at least 9

LENGTH OF TERM: 2 YEARS

** King County seeks to create an inclusive and accessible process for individuals who wish to serve on a King County board or commission. We strive to ensure that King County boards and commissions are representative of the communities we serve.*

BOARD MEMBERS APPOINTED

Pos.	Name	KCC District	Background / Representing	Date Appointed	Term Expires	Number of Appointed Terms
1	VACANT	1				
2	VACANT	2				
3	VACANT	3				
4	VACANT	4				
5	Prem Subedi	5	Current Access paratransit user. Represents young transit riders with disabilities.	7/15/2023	7/15/2027	2 Full
6	VACANT	6				
7	Steven Field	7	Current Access paratransit rider. Represents physically disabled community.	5/1/2023	5/31/2027	2 Full
8	VACANT	7				
9	Lisa Espinosa	8	Current Access Paratransit user; Community Advocate. Represents blind community.	7/15/2023	7/15/2027	2 Full
10	VACANT	9				

BOARD MEMBERS TO BE APPOINTED – SUBJECT TO COUNCIL CONFIRMATION

Pos.	Name	KCC District	Background / Representing	Date Appointed	Term Expires	Number of Appointed Terms
2	Alice Klein	2	Representative of organization that provides services to and supports Access paratransit riders			
6	Priscilla Wong	6	Current Access paratransit rider. Represent physically disabled community.			
8	Christina Patterson	7	Current Access paratransit rider. Represent physically disabled community.			

ACCESS PARATRANSIT ADVISORY COMMITTEE (APAC)**DATE: MARCH 2026****TOTAL NUMBER OF MEMBERS:** at least 9**LENGTH OF TERM:** 2 YEARS

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Metropolitan King County Council Staff Report

Committee:	Transportation, Economy, and Environment Committee		
Agenda Item:	9	Analyst(s):	Mary Bourguignon
Proposed No.:	2026-0134	Meeting Date:	August 18, 2026

OVERVIEW

TOPIC: Proposed Ordinance 2026-0134 would authorize the Executive to enter into a license agreement with the Washington State Department of Transportation (WSDOT), Ferries Division (aka Washington State Ferries) for continued use of the Vashon Island Ferry Terminal for King County's water taxi service.

LEGISLATION SUMMARY

In 2009, the former King County Ferry District¹ began operating the Seattle–Vashon water taxi route and, in 2011, entered into a license agreement² with Washington State Ferries (WSF) governing the use of its Vashon and Seattle Passenger-Only Ferry (POF) facilities. The initial term of that agreement expired on June 30, 2019, and provided for two successive, five-year options to extend the initial term.

Proposed Ordinance 2026-0134 would authorize a new, 10-year license agreement with WSF for use of the POF landing at the Vashon Island Terminal for the King County Metro Marine Division's POF service, also known as the King County Water Taxi.

The proposed annual license fee would be \$12,050, adjusted each year by the Consumer Price Index. The proposed rate is based on an average moorage of a 104-foot vessel, discounted 25% for the public benefit of POF service. Lease costs would be covered by Marine Division revenues, including water taxi fares.³

KEY ISSUES FROM THE ANALYSIS

No issues identified.

¹ In 2007, King County established the King County Ferry District (KCFD) as an independent government under State law to provide passenger-only ferry service (Ordinance 15739). In 2014, KCFD was assumed into King County, becoming the Marine Division (Ordinance 17935), first as part of the King County Department of Transportation and then as part of the Metro Transit Department (Ordinance 18777).

² Resolution FD2011-04 ([link](#))

³ Water taxi fares are set at K.C.C. 4A.700.820.

BACKGROUND & TIMING CONSIDERATIONS

[↑ BACK TO TOP](#)

Passenger-only ferry service in King County. In 2007, King County established the King County Ferry District (KCFD)⁴ as an independent government under State law to provide passenger-only ferry (POF) service. KCFD operated POF water taxi service on two routes: (1) between Downtown Seattle and West Seattle, and (2) between Downtown Seattle and Vashon Island.

In 2014, King County assumed KCFD's rights and obligations, at which point KCFD became the Marine Division of the King County Department of Transportation, and then, in 2019, the Marine Division of the newly created Metro Transit Department.^{5,6}

License agreement. In 2011, KCFD entered into a license agreement⁷ with WSF governing the use of WSF's Vashon⁸ and Downtown Seattle POF facilities.

- For the Downtown facility, KCFD and then King County constructed the County-owned Downtown Seattle Pier 50 POF Terminal as part of WSF's Seattle Multimodal Terminal project.⁹ In 2019, King County began operating both water taxi routes from the new Downtown Seattle terminal.
- For the Vashon facility, KCFD's previous license agreement with WSF authorized it to use the Vashon POF Terminal from August 2011 until June 30, 2019. The parties did not execute a written agreement extending the term, but King County has continued to use the Vashon POF Terminal. Proposed Ordinance 2026-0134 would formalize the continued use of the Vashon POF Terminal by authorizing the Executive to enter into a new license agreement.

ANALYSIS

[↑ BACK TO TOP](#)

Proposed Ordinance 2026-0134 would authorize the Executive to enter into a 10-year license agreement with WSF, with two five-year extensions, for the use of the POF landing at the Vashon Island Terminal located at 10800 North Vashon Highway. The base rent under the proposed lease would be \$12,050, with an annual adjustment tied to the U.S.

⁴ Ordinance 15739

⁵ Ordinances 17935, 18777

⁶ King County's passenger-only ferry service is funded through fares and a dedicated property tax, which is currently set at a rate of \$0.00808 per \$1,000 of assessed value. See King County Assessor, 2026 Codes and Levies, King County Taxing Districts ([link](#))

⁷ Resolution FD2011-04 ([link](#))

⁸ WSF owns and operates the Vashon Island Ferry Terminal, including the POF landing.

⁹ Resolutions FD2014-11, FD2014-12, FD2014-13

Consumer Price Index.¹⁰ Table 1 summarizes the key conditions of the proposed license agreement.

Table 1. Vashon Island Ferry Terminal License Agreement, Summary of Key Conditions

Lease Section	Description
Article 1 Purpose and Scope	License agreement establishes terms for County's use of the POF landing at the Vashon Island Terminal for service between Pier 50 and Vashon Island
Article 2 Use of POF Landing at Vashon Island Ferry Terminal	King County to have access and use rights to: • West side of POF landing at Vashon Island Terminal (exclusive right) • East side of the same landing (non-exclusive right) • Common areas, including the Vashon Island Terminal building, waiting areas, ticketing facilities, ADA parking, transit facilities, bicycle parking, and all public access areas.
Article 3 Term	• The agreement becomes effective on date of final execution • Term is for 10 years • May be extended via two extensions of five years each • If the agreement is not extended, ongoing use to be governed by agreement terms
Article 4 Payment¹¹	• County to pay fair market rent, discounted for public benefit, calculated as: • 2025 annual average moorage rate for a 104' vessel at the three Kitsap County marinas (Port Orchard, Bremerton, and Kingston) to be used as base rate (\$16,066/year) • 25% discount to be applied for public benefit (results in \$4,016.50/year) • Rent to be adjusted each year, beginning October 1, 2026, based on Consumer Price Index • County to reimburse WSF for any funds expended to enable or improve the County's use of the terminal
Article 5 Indemnity	• Hold harmless clauses for WSDOT/WSF and County indemnity
Article 6 Insurance	• County to keep its activities, vessels, and equipment insured or self-insured • Insurance policies to name WSDOT/WSF as additional insureds

¹⁰ Consumer Price Index for the U.S. City Average for All Urban Consumers as published by the U.S. Bureau of Labor Statistics.

¹¹ The lease cost for the Vashon Terminal in the 2011 agreement with WSF was \$11,400 per year.

Lease Section	Description
Article 7 Labor Relations	County to comply with conditions for POF service for public entities that utilize WSF facilities
Article 8 Maintenance of Records	WSF to maintain records to support reimbursable costs
Article 9 Termination	- County may terminate the lease with 60 days' notice - WSF may terminate the lease with 18 months' notice
Article 10 Environmental Protections	County to comply with all applicable Environmental Laws
Article 11 General Provisions	In event of damage to facilities at Vashon Island Terminal: - WSF may terminate agreement or repair facility subject to availability of funding - If County causes damage, County shall repair or rebuild facilities at its own cost or pay WSF full amount of damage if WSF elects not to repair or rebuild damaged facility

Fiscal Impact. Lease costs would be covered by existing Marine Division revenue, including revenue from water taxi fares.¹²

No legal or policy issues have been identified with the proposed license agreement.

ATTACHMENTS

1. Proposed Ordinance 2026-0134 (and its attachment)
2. Transmittal Letter
3. Fiscal Note
4. Property Summary

¹² Water taxi fares are set at K.C.C. 4A.700.820



KING COUNTY

Signature Report

Ordinance

ATTACHMENT 1

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Proposed No. 2026-0134.1

Sponsors Mosqueda

1 AN ORDINANCE authorizing the King County executive
2 to enter into a license agreement with the Washington state
3 Department of Transportation, Ferries Division, as owner
4 of the Vashon Island Ferry Terminal located at 10800
5 North Vashon Highway, Vashon, Washington, in council
6 district eight.

7 STATEMENT OF FACTS:

- 8 1. The Metro transit department, marine division, plans to
9 continue to operate the King County passenger-only water taxi
10 service from the current facility at the Vashon Island Ferry
11 Terminal.
12 2. The Metro transit department has successfully negotiated a
13 license for the passenger-only ferry landing with the Washington
14 state Department of Transportation, Ferries Division.

15 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

16 SECTION 1. The executive is authorized to execute a license for the passenger-
17 only ferry landing located at 10800 North Vashon Highway, Vashon, with the
18 Washington state Department of Transportation, Ferries Division, substantially in the

19 form of Attachment A to this ordinance, and to take all actions necessary to implement
20 the terms of the license.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Pedroza, Clerk of the Council

APPROVED this ____ day of _____, ____.

Girmay Zahilay, County Executive

Attachments: A. License Agreement No. GCB 1358 RE: King County Passenger-Only Ferry Service at Vashon Island Ferry Terminal

LICENSE AGREEMENT NO. GCB 1358
RE: KING COUNTY PASSENGER-ONLY FERRY SERVICE
AT VASHON ISLAND FERRY TERMINAL

THIS AGREEMENT is made and entered into on the date of final execution, by and between **WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FERRIES DIVISION**, operating as Washington State Ferries (hereinafter called “**WSF**”) and **KING COUNTY**, a home rule charter county and political subdivision of the state of Washington, acting by and through its Metro Transit Department and Marine Division (hereinafter called “**COUNTY**”), each of which is sometimes referred to individually as a “Party,” or collectively as the “Parties.”

RECITALS

- A.** **WSF** is the Ferries Division of the Washington State Department of Transportation (hereinafter called “**WSDOT**”).
- B.** As a component of its ferry terminal facilities in Puget Sound, Washington, **WSF** owns the Vashon Island Ferry Terminal in King County, Washington (hereinafter called the “Vashon Island Terminal”). The Vashon Island Terminal is located at 10800 North Vashon Highway, Vashon, WA 98070, is identified as King County Tax Parcel No. 0623039006, and serves as a terminal on **WSF**’s Fauntleroy / Vashon Island / Southworth ferry route. The Vashon Island Terminal has two ferry slips and a dedicated passenger-only ferry (“POF”) landing consisting of a passenger-only ferry pier, gangway, and float (collectively hereinafter “POF landing”). A diagram and photo of the Vashon Island Terminal are attached hereto and incorporated herein as **Exhibit A**.
- C.** In September 2009, the King County Ferry District (“**KCFD**”), the predecessor in interest to the King County Metro Transit Department - Marine Division, began operating a Seattle to Vashon Island POF route (hereinafter called the “Seattle / Vashon Island Route”) from a **WSF** owned POF terminal at Pier 50 in Seattle, Washington

(hereinafter “**WSF Pier 50 POF Terminal**”) to the POF landing at **WSF’s** Vashon Island Terminal.

- D.** In August 2011, **WSF** and **KCFD** entered into License Agreement No. GCA 6750, establishing the terms and conditions for **KCFD’s** use of the POF landing at the Vashon Island Terminal and the **WSF Pier 50 POF terminal**. The initial term of that agreement expired on June 30, 2019, and provided for two successive, five-year options to extend the initial term.
- E.** In 2015, the **COUNTY** assumed the rights, powers, functions, and obligations of **KCFD**.
- F.** In November 2016, **WSF** and the **COUNTY** entered into Tidelands Lease No. GCB 3432 at Seattle Multimodal Terminal to enable construction of a new **COUNTY POF Terminal** (hereinafter “**Pier 50 POF Terminal**”) on the south side of the Seattle Multimodal Terminal under reconstruction at Colman Dock / Pier 52 in downtown Seattle, King County, Washington. **WSF** constructed the Pier 50 POF Terminal as part of the Seattle Multimodal Terminal project, subject to reimbursement from the **COUNTY**, who now owns and operates the Pier 50 POF Terminal building. In August 2019, the **COUNTY** began operating the Seattle / Vashon Island Route from the new, **COUNTY-owned** Pier 50 POF Terminal.
- G.** The **COUNTY** continues to operate regular cross-Sound POF Service on the Seattle / Vashon Island Route (hereinafter called “**COUNTY’s POF Service**”) pursuant to the terms and conditions of License Agreement No. GCA 6750. The Parties did not execute a written supplemental agreement extending the initial term. The Parties intend for this Agreement to supersede and replace License Agreement No. GCA 6750.
- H.** The **COUNTY** desires to secure the long-term use of the POF landing at the Vashon Island Terminal for the operation of its Seattle / Vashon Island Route.

- I. **WSF** is authorized to enter into this Agreement pursuant to Revised Code of Washington (RCW) 47.56.253, RCW 47.60.662, RCW 47.64.090, and RCW 47.12.120. The **COUNTY** is authorized to enter into this Agreement pursuant to Chapter 36.54 RCW, King County Code (KCC) Chapter 2.120, KCC 2.16.038, and other authorities.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual promises contained herein, the Parties hereto agree as follows:

ARTICLE 1

PURPOSE AND SCOPE

- A. The purpose of this Agreement is to establish the terms and conditions for the **COUNTY's** continued use of the POF landing at the Vashon Island Terminal, as described herein.
- B. The **COUNTY's** POF Service between the Pier 50 POF Terminal and the POF landing at the Vashon Island Terminal will continue to be operated by the **COUNTY's** employees. The **COUNTY's** sailing schedule (**COUNTY's** "Sailing Schedule") for the Seattle / Vashon Island Route is attached hereto and incorporated herein as Exhibit B.

ARTICLE 2

USE OF POF LANDING AT VASHON ISLAND TERMINAL

- A. **POF Landing At Vashon Island Terminal Use.** Subject to the **COUNTY's** compliance with all terms and conditions in this Agreement, **WSF** grants to the **COUNTY** an exclusive right and license to enter onto and use the west side of the POF landing at the Vashon Island Terminal, and a non-exclusive right and license to enter onto and use the east side of the same landing, both rights for the operation of the **COUNTY's** POF Service for the Seattle / Vashon Island Route described in Article 1.

Common areas to which the **COUNTY** will have access include the Vashon Island Terminal building, waiting areas, ticketing facilities, ADA parking, transit facilities, bicycle parking, and all public access areas. Such common areas are for “access only” and are not part of the licensed POF landing at the Vashon Island Terminal.

B. The COUNTY shall be solely responsible for ensuring that the COUNTY’s POF Service:

1. Complies with all applicable federal, state, and local laws and regulations governing the **COUNTY’s** POF Service; and
2. Does not adversely impact tribal treaty fishing and shellfish gathering rights that may be affected by the **COUNTY’s** POF Service. To achieve such goal, the **COUNTY** will work with affected Tribes to address any issues with the Tribes’ Usual and Accustomed Places (U&A) treaty fishing and shellfish gathering rights resulting from the **COUNTY’s** POF Service, including but not limited to, any documented damage to tribal fishing gear.

If **WSF** subsequently learns from any Governmental Authority (as defined in Article 10) that the **COUNTY** is not in compliance with such conditions, then **WSF** may, in its sole discretion and without any liability to the **COUNTY**, temporarily suspend the **COUNTY’s** use of the Vashon Island Terminal until compliance is achieved. In such event, **WSF** will provide the **COUNTY** with as much advance notice as reasonably possible given the particular circumstances.

C. POF Landing at Vashon Island Terminal Maintenance. **WSF** shall maintain the Vashon Island Terminal to the extent practicable and taking into account the life span of the components and the effects of normal wear and tear.

- D. Use Restrictions.** The **COUNTY's** use of the POF landing at the Vashon Island Terminal and related customer activities at or adjacent to the Vashon Island Terminal shall not interrupt or disrupt **WSF's** scheduled ferry service at the Vashon Island Terminal.
- E. Special Event Sailings.** **WSF** grants to the **COUNTY** the non-exclusive use of the POF landing at the Vashon Island Terminal for **COUNTY**-sponsored special event sailings to/from the Vashon Island Terminal, all subject to the terms and conditions specified in this Agreement. **COUNTY**-sponsored special event sailings to/from the Vashon Island Terminal do not require approval from **WSF**, but they do require notice to and coordination with **WSF** Operations personnel to ensure there is no conflict with **WSF's** ferry service and to ensure **WSF** Operations and Security notices are issued, as deemed appropriate.
- F. WSF Disclaimers.** **WSF** makes no representations whatsoever regarding the capability of the POF landing at the Vashon Island Terminal to accommodate **COUNTY** vessels.

ARTICLE 3

TERM

- A. Term.** This Agreement shall become effective on the date of final execution of the Agreement. The term of this Agreement ("Term") shall be for a period of ten (10) years, unless extended or earlier terminated as provided in this Agreement.
- B. Extension.** At the **COUNTY's** written request, the term of the Agreement may be extended through two (2) successive extensions for up to five (5) years each (the "Extension Term"), to be documented in a written amendment signed by the Parties. The term of the Agreement may be further extended in a written amendment(s) signed by the Parties. **WSF** approval for any such extension shall not be unreasonably withheld subject to **WSDOT** or Washington state legislature decisions that impact a proposed extension. In the event the **COUNTY** desires to so extend the Agreement, it shall provide written notice of such intent to **WSF** not less than one (1) year and not more than two (2) years prior to the then existing expiration date of the Agreement. If the

COUNTY does not provide such notice, then the Agreement shall expire at the end of the Initial Term specified above, subject to the Holding Over provision in this Article. Any extension of this Agreement shall be on the same terms and conditions, as set forth herein, except as modified by any changes in policies, practices, laws, regulations, or contracts that will be reflected in a written Agreement amendment signed by both Parties.

- C. Holding Over.** If the **COUNTY** fails to issue a written request to extend the Term of the Agreement, and the **COUNTY** continues its use of the POF landing at Vashon Island Terminal with **WSF's** consent, the **COUNTY's** use shall be governed by the Agreement terms and conditions in effect immediately prior to such expiration, unless the Parties agree otherwise in writing; provided, **WSF** reserves the right to make any Extension Term retroactive to cover the period of any preceding hold-over use.

ARTICLE 4 PAYMENT

- A.** The **COUNTY's** use of the POF landing and passenger staging area at the Vashon Island Terminal for the **COUNTY's** POF Service has a direct benefit for the **COUNTY** since it eliminates the need for the **COUNTY** to secure alternate property to develop a POF terminal facility. Such POF Service at the Terminal also helps mitigate vehicle traffic congestion on roadways and on **WSF's** auto / passenger ferries serving the Fauntleroy / Vashon Island / Southworth ferry route.
- B. License Fee.** During the Term of the Agreement, including any extensions thereof, the **COUNTY** agrees to pay fair market rent in the form of a License Fee in consideration of the **COUNTY's** use of the ferry landing at the Vashon Island Terminal for the **COUNTY's** POF Service, discounted for public benefit and calculated as detailed below.
1. The Parties agree to utilize moorage tariff rates for select Kitsap County marinas as a market rate resource. Accordingly, the applicable moorage tariff rates for the Port of Bremerton's Port Orchard Marina, the Port of Bremerton's Bremerton Marina, and the Port of Kingston's Kingston Marina are the market rate resources to determine the base License Fee value. A public benefit

discount will be applied to the base License Fee value. The discounted net License Fee will be subject to an annual Consumer Price Index (CPI) adjustment, as detailed below.

- a. Using the July 1, 2025 Port of Bremerton approved moorage rates for the Port Orchard Marina and the Bremerton Marina, and the July 1, 2025 Port of Kingston published moorage rates for the Kingston Marina, the “annual average” moorage rate for a 104’ vessel at the three Kitsap County marinas (Port Orchard, Bremerton and Kingston) is: \$ 16,066.00 / year. Such amount is itemized as follows, with amounts rounded to the nearest dollar, as applicable:

Port Orchard Marina	\$ 15,063.00 / year
Bremerton Marina:	\$ 16,463.00 / year
Kingston Marina:	<u>\$ 16,673.00 / year</u>
Average:	\$ 16,066.00 / year

- b. **WSF** will apply a 25% public benefit discount, the same as applied to two **WSF** / King County agreements for premises to directly support the County’s POF operations on **WSF** premises.

- c. The based License Fee value is calculated as follows:

Annual base License Fee value for the period
from commencement of passenger service
at the Terminal through September 30, 2026 \$ 16,066.00 / year

Less 25% / year public benefit discount: - (\$ 4,016.50/ year)

Total discounted License Fee for the period
from commencement of passenger service
at the Terminal through September 30, 2026: \$ 12,049.50
/ year

Rounded to nearest dollar: \$ 1,004.00 / month

(prorated for partial year and months)

\$ 12,048.00 / year

- C. Annual CPI Adjustment.** Commencing October 1, 2026, the License Fee will be adjusted annually on October 1st of each year in accordance with the U.S. City Average for All Urban Consumers as published by the U.S. Bureau of Labor Statistics. The adjustment will be equal to any increase or decrease reported by the Index for the preceding calendar year; provided, however, in no event will the License Fee be less than the monthly License Fee payable immediately preceding the applicable anniversary.
- D.** Every five (5) years during the term of this Agreement, either Party may request a review of the then effective Port District moorage rates and vessel length to determine whether the CPI adjusted License Fee in effect at that time should be re-calculated to reflect the Port District moorage rates or vessel length in effect at that time. Any such adjustment to the License Fee shall be prospective only, effective on or after October 1st of the review year.
- E.** **WSF's** designated Representative, or other designated **WSF** personnel, shall coordinate invoicing for the License Fee payable by the **COUNTY**. **WSF** shall provide supporting documentation for the invoices. Upon the **COUNTY's** request, **WSF** shall provide any additional, available accounting records or other documents to satisfy requests from federal funding agencies (if any) and to comply with the **COUNTY's** audit requirements.
- F.** The **COUNTY** shall remit all payments under this Agreement to:
- Revenue Accountant
Washington State Ferries
P.O. Box 3985
Seattle, WA 98124-3985
- G.** **WSF's** acceptance of late payment charges and/or any portion of the overdue payment shall in no event constitute an accord and satisfaction, compromise of such payment, or a waiver of default with respect to such overdue payment, nor prevent **WSF** from exercising any other rights and remedies granted in this Agreement.

When a delinquency exists, any payments received will be applied first to the late payment charge and late payment fees, next to delinquent License Fees, and any balance remaining to the current month's License Fee and leasehold excise tax, if applicable.

H. Improvement and Maintenance Costs. In addition, if **WSF** expends funds at the request of the **COUNTY** on behalf of the **COUNTY**, to enable or improve the **COUNTY's** use of the POF landing at the Vashon Island Terminal, the **COUNTY** agrees to reimburse **WSF** for such actual costs, plus an Indirect Cost Rate (ICR) percentage applied to all such reimbursable costs. **WSDOT** publishes and periodically updates the Indirect Cost Rate. For Fiscal Year 2026, the Indirect Cost Rate is 11.34% of direct reimbursable costs. **WSF's** actual costs shall include direct costs and indirect costs allocated in **WSF's** standard budget process. Such costs may include, but are not limited to:

1. all equipment, materials, products, and supplies purchased or rented to fulfill the **COUNTY's** request;
2. all maintenance work related to the request, including in-house costs and work contracted to commercial service providers and construction firms; and
3. all utilities related to the request.

I. For any expenditure described above which **WSF** expects to cost in excess of Twenty-Five Thousand Dollars (\$25,000), **WSF** shall notify the **COUNTY** in advance of the proposed expenditure and the **COUNTY** may approve the expenditure as submitted, revise the scope of the request to reduce costs, or cancel the request altogether.

J. Invoicing and Payment. **WSF** will invoice the **COUNTY**, in advance, for the annual License Fee or prorated amount, as applicable. **WSF** shall send all invoices to the **COUNTY** representative specified in Exhibit C.

K. **WSF** invoices shall be reviewed and approved by the **COUNTY**. The **COUNTY** will notify **WSF** within thirty (30) calendar days if the **COUNTY** determines that an invoice

is inaccurate or incomplete. The **COUNTY** will make payment within thirty (30) calendar days from date of receipt of an approved invoice from **WSF**.

ARTICLE 5

INDEMNITY

- A. COUNTY Indemnity.** To the maximum extent permitted by law, and subject to any obligations hereunder that may be limited by RCW 4.24.115, the **COUNTY** shall defend, indemnify and hold harmless **WSDOT** and **WSF** (individually an “Indemnified Party,” collectively the “Indemnified Parties”), and all of their officials, employees, principals and agents, from any and all claims, demands, suits, actions, fines, penalties, and liability of any kind, including injuries to persons or damages to property, and all legal fees, experts fees and disbursements, which arise out of or are related to the **COUNTY**’s use of the POF landing at the Vashon Island Terminal and the **COUNTY**’s POF Service under this Agreement, and any negligent acts, errors, omissions of the **COUNTY** and its contractors, agents, officials, employees and representatives, or anyone for whom the **COUNTY** is responsible at law in performing obligations under this Agreement.

The **COUNTY** shall not be obligated to defend, indemnify and hold harmless an individual Indemnified Party if any such damages and injuries to persons or property are caused by or result from the sole negligence of that Indemnified Party, its agents or employees. If any such damages and injuries to persons or property are caused by or result from the concurrent negligence of: (i) the **COUNTY** or its contractors, officials, employees, agents, or representatives; and (ii) an Indemnified Party or its contractors, officials, employees, agents, or representatives, then the **COUNTY**’s obligation hereunder applies only to the extent of the **COUNTY**’s negligence or that of its contractors, officials, employees, agents, or representatives.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of the **COUNTY**’s immunity under industrial insurance, Title 51 RCW, as respects **WSDOT** and **WSF** only, and only to the extent necessary to provide such entities with

a full and complete indemnity of claims made by the **COUNTY's** employees. This waiver has been mutually negotiated.

- B. WSDOT/WSF Indemnity.** To the maximum extent permitted by law, and subject to any obligations hereunder that may be limited by RCW 4.24.115, **WSDOT/WSF** shall defend, indemnify and hold harmless the **COUNTY** (an Indemnified Party) and all of its officials, employees, principals and agents, from any and all claims, demands, suits, actions, fines, penalties, and liability of any kind, including injuries to persons or damages to property, and all legal fees, experts fees and disbursements, which arise out of or are related to **WSDOT/WSF's** use of the POF landing at the Vashon Island Terminal, and any negligent acts, errors, omissions of **WSDOT/WSF** and its contractors, agents, officials, employees and representatives, or anyone for whom **WSDOT/WSF** is responsible at law in performing obligations under this Agreement.

WSDOT/WSF shall not be obligated to defend, indemnify and hold harmless an Indemnified Party if any such damages and injuries to persons or property are caused by or result from the sole negligence of that Indemnified Party, its agents or employees. If any such damages and injuries to persons or property are caused by or result from the concurrent negligence of: (i) **WSDOT/WSF** or its contractors, officials, employees, agents, or representatives; and (ii) an Indemnified Party or its contractors, officials, employees, agents, or representatives, then **WSDOT/WSF's** obligation hereunder applies only to the extent of **WSDOT/WSF's** negligence or that of its contractors, officials, employees, agents, or representatives.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of **WSDOT/WSF's** immunity under industrial insurance, Title 51 RCW, as respects the **COUNTY** only, and only to the extent necessary to provide the **COUNTY** with a full and complete indemnity of claims made by **WSDOT/WSF's** employees. This waiver has been mutually negotiated.

- C. The provisions contained in this Article shall survive the termination or expiration of this Agreement.

ARTICLE 6 INSURANCE

A. COUNTY Insurance.

1. **Minimum Insurance.** At its sole expense, the **COUNTY** shall keep its activities, vessels, and equipment used for the **COUNTY** POF Service for the Seattle / Vashon Island Route continuously insured (or self-insured) throughout the term of this Agreement against claims for personal injury or property damage. The minimum insurance shall be as follows:
 - a. Marine Hull and Machinery insurance for the **COUNTY's** vessels utilizing the POF landing at the Vashon Island Terminal, with such amount to be specified by the **COUNTY**, all loss payable to the **COUNTY** or other designated loss payee.
 - b. Marine Protection and Indemnity, Collision Liabilities and Pollution insurance or equivalent with: (i) coverage in amount not less than a combined single limit of Three Million Dollars (\$3,000,000.00) per occurrence; (ii) as applicable, coverage for liability under the Jones Act, the Longshoremen's and Harbor Workers' Act and the Federal Water Quality Improvement Act of 1970; and (iii) no exclusion for marine losses, e.g. losses at the Vashon Island Terminal.
 - c. Coverage in the minimum amount set forth herein shall not be construed to relieve the **COUNTY** from liability in excess of such coverage.
2. **Policy Terms.** Except for coverages self-insured, the insurance policy or policies for the coverage in Article 6.A.1. above shall: (i) contain appropriate endorsements that name **WSDOT** and **WSF** as "Additional Insureds" during

the Term of this Agreement; (ii) include a waiver of subrogation for **WSDOT** and **WSF**; (iii) not be changed or canceled without prior notice to **WSF**; and (iv) be primary with respect to any insurance **WSDOT** or **WSF** may have except that such insurance shall not be primary to any deductible, self-insurance, retention, or insurance **WSF** may have with respect to its liability or potential liability to its employees or other person arising out of, or related to, the acts or omissions of **WSF** and its officials, employees, agents and contractors in the performance of this Agreement. The **COUNTY** shall furnish **WSF** proper evidence of such insurance (or self-insurance) upon execution of this Agreement.

3. The provision of insurance or self-insurance, or the absence thereof, shall not limit the **COUNTY's** liability to **WSF** in the performance of this Agreement.

ARTICLE 7

LABOR RELATIONS

- A. Statutory Requirements.** In the performance of this Agreement, the **COUNTY** shall comply with the applicable provisions in RCW 47.64.090, "Other Party Operating Ferry by Rent, Lease, or Charter - Passenger-Only Ferry Service." The statute describes, in part, the employment conditions and rent valuation factors for POF service by public entities that utilize **WSF** facilities.
- B. COUNTY Disputes.** In the event that any employees of the **COUNTY** or any of its contractors and suppliers engage in picketing at the Vashon Island Terminal, or any portion thereof, and POF operations cease, **WSF** may in its sole discretion suspend this Agreement until the picketing activities stop, without any liability to the **COUNTY**.

ARTICLE 8
MAINTENANCE OF RECORDS

- A. Financial Records.** **WSF** shall maintain records to support all reimbursable costs incurred in accordance with procedures prescribed by the Washington State Auditor's Office and the applicable federal funding agencies. The records shall be open to inspection by the **COUNTY** and the federal government during normal business hours and shall be retained and made available for such inspection for a period of not less than six (6) years from the final reimbursement payment to **WSF**. Copies of such records shall be furnished to the **COUNTY** and/or the federal government upon request.
- B. Other Records.** Unless exempt from public disclosure, **WSF** shall make available for inspection and copying by the **COUNTY** or its representatives, any available current and historical records, planning documents, budget documents, and other information related to this Agreement and the provision of the **COUNTY's** POF Service on the Seattle / Vashon Island Route.
- C. Audit.** If an audit is requested by the **COUNTY** or required by any applicable Governmental Authority requirements, **WSF** agrees to cooperate fully with the **COUNTY** auditor or an independent auditor chosen and retained by the **COUNTY**. In the event that the **COUNTY** has paid **WSF** in excess of the **COUNTY's** final funding commitment under this Agreement, the excess amount will be repaid to the **COUNTY** within thirty (30) days from the date the **COUNTY** notifies **WSF** of the audit results or, upon mutual agreement by the Parties, used as an offset against other amounts owing to **WSF**. Should the audit reveal that the **COUNTY** has underpaid **WSF**, then the **COUNTY** will pay the balance due to **WSF** within thirty (30) days from the date the audit is completed.

ARTICLE 9 TERMINATION

A. Termination For Convenience. In addition to such other termination rights as may be set out elsewhere in this Agreement, **WSF** and the **COUNTY** agree that:

1. The **COUNTY** may, at any time, terminate this Agreement for convenience on at least sixty (60) days' prior written notice to **WSF**; and
2. **WSF** may at any time, terminate this Agreement for convenience on at least eighteen (18) months prior written notice to the **COUNTY**; provided that, **WSF** may terminate with less notice if **WSF** determines that the POF landing at the Vashon Island Terminal, through no failure of **WSF** to undertake appropriate maintenance, has become unfit for the **COUNTY**'s use as authorized by this Agreement.
3. If the POF landing at the Vashon Island Terminal is materially damaged through no fault of the **COUNTY**, and **WSF** is unable to secure funds to repair the damaged POF landing, either Party may elect to immediately terminate this Agreement for convenience unless the **COUNTY** elects to fund the repairs at its sole cost in order to maintain use of the POF landing. The foregoing does not foreclose the possibility of the Parties agreeing to share in the cost of rebuilding the damaged POF landing.
4. In the event of termination for convenience by either Party, the **COUNTY** will vacate the POF landing at the Vashon Island Terminal on the termination date specified in such written notice and all amounts payable hereunder will be adjusted as of such date and the appropriate adjustment payments made between the Parties. The **COUNTY** will be entitled to reimbursement for that portion of any License Fee or additional amounts paid by the **COUNTY** that relates solely

to any period after the aforesaid termination date but will remain subject to any year end adjustment process.

- B. Termination For Default.** **WSF** may terminate this Agreement if the **COUNTY** breaches or fails to comply with any of its obligations under this Agreement and fails to remedy such breach or failure within ten (10) days of receiving written notice of such breach or failure or, if such breach or failure reasonably requires more than ten (10) days to remedy, if the **COUNTY** has not commenced diligently remedying such breach or failure within ten (10) days of receipt of such notice or thereafter fails to continue to diligently and expeditiously remedy such breach or failure.
- C. Termination for Lack of Appropriations.** Upon at least thirty (30) days prior written notice to **WSF**, this Agreement shall terminate if the **COUNTY** has not appropriated sufficient funds to pay for the **COUNTY's** obligations under this Agreement for a given year. In such event, the **COUNTY** shall compensate **WSF** for all costs payable under this Agreement incurred prior to termination.
- D. Obligations on Expiration or Termination.** Upon the expiration or earlier termination of this Agreement, the **COUNTY** will cease to have any further right to use the POF landing at the Vashon Island Terminal for any purpose whatsoever; and at the **COUNTY's** cost, will remove from the POF landing all property of the **COUNTY** and of those for whom the **COUNTY** is responsible at law, and repair any damage caused by such removal.
- E. Survival of Obligations.** Upon the expiration or earlier termination of this Agreement, all claims, causes of action or other outstanding obligations remaining or being unfulfilled as at the date of expiration or termination and all of the provisions of this Agreement relating to the obligation of either of the Parties to perform actions or to account to or to indemnify the other and pay to the other any monies owing as at the date of expiration or termination in connection with this Agreement will survive such expiration or termination.

ARTICLE 10

ENVIRONMENTAL PROVISIONS

A. **Definitions.** As used in this Article and any other part of this Agreement, the following definitions apply:

1. **“Environmental Laws”** means all Applicable Laws which impose any obligations relating to the protection, conservation or restoration of the natural environment or relating to the storage, use or manufacture of Hazardous Materials or to the release of Hazardous Materials into the environment including, without limitation: (i) Washington Hazardous Waste Management Act, as now existing or hereafter amended (RCW Ch. 70A.300); (ii) Resource Conservation and Recovery Act, as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq.); (iii) Comprehensive Environmental Response, Compensation and Liability Act, as now existing or hereafter amended (42 U.S.C. Sec. 9601 et seq.); and (iv) Washington Model Toxics Control Act, as now existing or hereafter amended (RCW Ch. 70A.305).
2. **“Force Majeure”** means any strike; lock-out; labor dispute; act of God; inability to obtain labor, utilities or services; application of Applicable Laws; enemy or hostile actions; sabotage; war; blockades; insurrections; riots; epidemics; washouts; nuclear and radiation activity or fall-out; civil disturbances; explosions; fire or other casualty; or any other cause, whether similar to or dissimilar from the foregoing, beyond the control of the Party seeking to take advantage of such Force Majeure and not avoidable by the exercise of reasonable foresight.
3. **“Governmental Authority”** means any federal, state, municipal or local government, government authority, office or official having jurisdiction, or other political subdivision of any of them, or any entity, authority, agency or court or person exercising executive, legislative, judicial, regulatory or administrative functions on behalf of such government, government authority, office or official or other political subdivision thereof.

4. **“Hazardous Materials”** means any substance, material or thing or combination of substances, materials or things which could cause an adverse effect on, or which is dangerous or detrimental or potentially dangerous or detrimental to, any part of the natural environment, including a substance, material or thing included in or containing components included in the definition or meaning of “biomedical waste”, “contaminant”, “dangerous good”, “deleterious substance”, “hazardous product”, “nutrient”, “pollutant”, “reportable substance”, “special waste”, “waste” or “toxic substance” or any variation of any such term, in any Environmental Law or which is prohibited, controlled or regulated under any Environmental Law and, in respect of the foregoing, is found in a material or relevant concentration for the purpose of any Environmental Law.
5. **“Order”** means any oral advice or warning or any directive, decision, order, notice including a notice of litigation or proceeding, letter or other written communication, that requires the taking of any measures or actions or refraining from taking any measures or actions, issued or made by any Governmental Authority under any Environmental Law.
6. **“Release”** includes releasing, spilling, leaking, pumping, pouring, flowing, depositing, emitting, emptying, discharging, escaping, leaching, disposing and dumping as pertains to the Environmental Laws and regulations.

B. In the performance of this Agreement, the **COUNTY** agrees as follows:

1. Notwithstanding any other provision of this Agreement, the **COUNTY** will fully comply with, and will ensure that all persons who the **COUNTY** authorizes to use the POF landing at the Vashon Island Terminal comply with, all applicable Environmental Laws and will not place, store, use, manufacture or Release any Hazardous Materials under, on or over the Terminal or any adjacent lands in violation of Environmental Laws;
2. The **COUNTY** will not authorize, cause or permit a Release of Hazardous Materials into, onto, or from the POF landing at the Vashon Island Terminal, or

from any **COUNTY** vessels using the POF landing at the Vashon Island Terminal, and will take all measures that are necessary to ensure that no other persons for whom it is responsible at law authorize, cause, or permit a Release of Hazardous Materials as aforesaid;

3. If a Release of Hazardous Materials does occur as a result of any action of the **COUNTY** or any person for whom the **COUNTY** is responsible at law, the **COUNTY** will immediately report the occurrence of the Release to **WSF** and to all applicable Governmental Authorities to whom notification is required under Environmental Laws in the circumstances and will immediately clean up the Release and restore the natural environment affected by the discharge to the satisfaction of **WSF**, the U.S Coast Guard, and any other applicable Governmental Authorities;
4. If the **COUNTY** fails or refuses to promptly clean up any such Release of Hazardous Materials and to restore the natural environment affected by such a Release, **WSF** may carry out the whole or any part of the cleanup and restoration at the **COUNTY's** expense and may, at its sole discretion, terminate this Agreement forthwith by a notice in writing to the **COUNTY**;
5. The **COUNTY** will fully comply with all Orders of any applicable Governmental Authority which may be directed to the **COUNTY** and which relate to the **COUNTY's** use of the POF landing at the Vashon Island Terminal;
6. If an Order of any applicable Governmental Authority is issued to **WSF** requiring **WSF** to do anything in relation to any environmental problem caused by the **COUNTY** or for which the **COUNTY** is responsible under this Agreement or at law, the **COUNTY** will, upon receipt of written notice from **WSF**, carry out the Order at the **COUNTY's** expense;

7. If the **COUNTY** fails or refuses to promptly and fully carry out any Order of any applicable Governmental Authority with respect to any such environmental matter, **WSF** may carry out the whole or any part of the Order at the **COUNTY**'s expense and may, at the sole discretion of **WSF**, terminate this Agreement forthwith by a notice in writing to the **COUNTY**;
 8. Upon the expiration or earlier termination of this Agreement, the **COUNTY** will leave the POF landing at the Vashon Island Terminal clean of any Hazardous Materials introduced thereto by the **COUNTY** or any person for whom the **COUNTY** is responsible at law; and
 9. If **WSF** discovers a breach by the **COUNTY** or any person for whom the **COUNTY** is responsible at law of an Environmental Law or a fact situation that could be reasonably be anticipated to result in such a breach of an Environmental Law, **WSF** will have the right to take whatever steps are reasonably required to rectify such breach, or prevent such breach from occurring, as the case may be, all at the **COUNTY**'s expense.
- C. The **COUNTY** will indemnify **WSF**, defend **WSF**, and hold it harmless from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, suits, proceedings, costs, disbursements or expenses (including, without limitation, all legal fees, experts fees and disbursements) of any kind or of any nature whatsoever (collectively, the "Indemnified Matters") which may at any time be imposed upon, incurred by or asserted or awarded against **WSF** and arising from or out of any breach of or non-compliance with this Article by the **COUNTY**, or the Release of any Hazardous Materials brought onto the POF landing at the Vashon Island Terminal by the **COUNTY** or those for whom it is responsible at law.
- D. Indemnified Matters as defined above will include, without limitation, all of the following: (i) the costs of removal of any and all Hazardous Materials, (ii) additional costs required to take necessary precautions to protect against the Release of Hazardous

Materials into the air, the soil, any body of water, any other public area or any surrounding areas, (iii) costs incurred to comply with all Applicable Laws with respect to Hazardous Materials, and (iv) claims, actions, damages, liability, and expenses in connection with loss of life, personal injury, and/or damage arising from or out of any occurrence or matter described in (i) to (iii) above.

- E. **WSF** confirms and agrees that the **COUNTY** will be responsible only for any Hazardous Materials brought onto the POF landing at the Vashon Island Terminal by the **COUNTY** or those for whom the **COUNTY** is responsible at law and for any Releases of such Hazardous Materials by the **COUNTY** or those for whom the **COUNTY** is responsible at law, and that the **COUNTY** will not be responsible for any Hazardous Materials brought onto the POF landing at the Vashon Island Terminal by any other persons or for any Releases of any Hazardous Materials brought onto the POF landing at the Vashon Island Terminal by any other persons, unless such discharge is caused by the wilful act or negligence of the **COUNTY** or any person for whom the **COUNTY** is responsible at law.
- F. The **COUNTY** will pay to **WSF** any amount contemplated pursuant to this Article within thirty (30) days of receipt from **WSF** of a written demand for such amount.

ARTICLE 11

GENERAL PROVISIONS

- A. **Damage.** In the event of material damage to any buildings, docks, gangways or other improvements comprising part of the POF landing at the Vashon Island Terminal, **WSF** may either: (i) terminate this Agreement for convenience as provided for in this Agreement; or (ii) repair or rebuild such buildings, docks, gangways and other improvements subject to availability of funding. However, if such damage is caused by the **COUNTY**, then the **COUNTY** shall either: (i) repair or rebuild such facilities at its own cost, subject to advance review and approval by **WSF** (e.g., scope and timing of

such work, materials, etc.); or (ii) pay **WSF** the full amount of such damage if **WSF** elects not to repair or rebuild such facilities.

In the event the **COUNTY** is unable to use the POF landing at the Vashon Island Terminal at all or to the extent contemplated in the relevant Sailing Schedule due to damage not caused by the **COUNTY**, then the **COUNTY** shall be released of the obligation to make any payment for the use of the Terminal until use can be restored and the application of any pre-payments shall be suspended until use can be restored. In addition, the **COUNTY** will not be entitled to any claim of any sort whatsoever against **WSF** in respect thereof and **WSF** will not be liable to the **COUNTY** in any way in respect thereof.

- B. Late Payments.** If either Party does not pay to the other any amount which it is required to pay under this Agreement within thirty (30) calendar days of the due date under this Agreement, such amount will thereafter bear interest at a rate equal to one percent (1%) per annum, calculated and compounded monthly on the first day of each month until paid.
- C. No Tacit Renewal or Extension.** Subject to the Holding Over provisions in Article 3.C, the **COUNTY** will not be entitled to use the POF landing at the Vashon Island Terminal after the end of the Term without the execution and delivery by both Parties of an Amendment extending the Term or a replacement agreement.
- D. Federal Contract Provisions.** This Agreement and all amendments or supplements shall comply with federal funding requirements, if applicable. The Parties acknowledge certain ongoing litigation, including but not limited to, Martin Luther King, Jr. Cty. v. Turner, No. 2:25-CV-814 (W.D. Wash.), City & Cty. of San Francisco v. Trump, No. 3:25-CV-01350 (N.D. Cal.), and California v. Duffy, No. 1:25-CV-00208 (D.R.I.), which litigation does not relate to this Agreement or the Vashon Island Terminal but could potentially affect existing or future federal funding requirements.

- E. Designated Representatives.** Each Party's designated representatives are named in Exhibit C. The contact information may be revised or updated at any time by notice to the other Party.
- F. Time.** Time will be of the essence herein.
- G. Waiver.** No condoning, excusing or overlooking by either Party of any default, breach or non-observance by the other of any covenant, proviso or condition herein contained will operate as a waiver of the non-defaulting Party's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the non-defaulting Party herein in respect of any such continuing or subsequent default, breach or non-observance. No waiver will be inferred from or implied by anything done or omitted by the non-defaulting Party save only an expressed waiver in writing.
- H. Remedies Cumulative.** All rights and remedies of either Party contained in this Agreement will be cumulative and not alternative.
- I. Notices.** Any notice, demand, request or other instrument (each hereinafter called a "Notice") which may be or is required to be given under this Agreement, will be delivered in person, transmitted by facsimile or e-mail, or sent by certified mail, return receipt requested, postage prepaid. Any such notice shall be addressed to the Parties' respective designated project management representatives listed in Exhibit C.

Any such Notice will be conclusively deemed to have been given or made on the day upon which such Notice is delivered if by personal delivery, or if transmitted by facsimile or e-mail on the day following transmission, or if mailed then on the fifth business day following the date of the mailing unless there is between the day of mailing and actual receipt a slow down of postal service or other labor dispute which adversely affects mail service, in which case the Party giving the Notice will deliver personally such Notice and the time of giving such Notice will be the time of actual receipt. Either

Party may at any time give Notice in writing to the other of any change of address of the Party giving such Notice (or of any other person to receive a notice) and from and after the giving of such Notice, the address therein specified will be deemed to be the address of such Party or person for the giving of Notices hereunder.

J. Dispute Resolution. If a dispute arises between the Parties in connection with this Agreement, the Parties agree to use the following procedure as a condition precedent to either Party pursuing other available remedies:

1. Either Party may notify the other by written notice of the existence of a dispute and a desire to resolve the dispute.
2. A meeting will be held promptly between the Parties, attended by appropriate personnel and by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.
3. In the event the Parties are unable to timely resolve the dispute utilizing the process set forth in paragraphs 1 and 2 above, the Parties shall submit the matter to a non-binding mediation as set forth herein. The mediation shall be conducted by a mediator agreed upon by the Parties from Judicial Dispute Resolution (JDR) unless the Parties agree to use a mediator from a different organization. The Parties agree to split equally the fee for the services of JDR and/or the selected mediator. If the mediation does not result in voluntary resolution of the dispute, the Parties will request that the mediator issue a non-binding memorandum of opinion or similar report regarding the mediator's recommended resolution of the dispute.
4. If, within fourteen (14) days after the issuance of such memorandum of opinion or such further period as is agreeable to the Parties (the "Negotiation Period"), the Parties have not succeeded in negotiating a resolution of the dispute, they agree that the dispute will be settled by a single arbitrator in accordance with the

Ch. 7.04A RCW rules, or alternate agreed upon rules, as amended, supplemented or replaced from time to time. The arbitrator is to be instructed to take all reasonable measures to ensure that the dispute is arbitrated and settled in as expeditious a manner as possible.

5. The costs of arbitration will be awarded by the arbitrator in the arbitrator's absolute discretion.

6. Unless otherwise expressly agreed to by the Parties in writing, the Parties shall continue to perform all their respective obligations under this Agreement during the resolution of the dispute.

K. Successors. All rights and liabilities herein given to or imposed upon the respective Parties hereto will extend to and bind the successors, permitted assigns and legal representatives of the Parties.

L. Business Day. Where the time limited to perform anything or to pay any amount herein falls on a Saturday, Sunday, or legal holiday for the state of Washington or King County, the time so limited will extend to and the thing may be done or the amount will be paid on the next day which is not a Saturday, Sunday, or statutory holiday.

M. No Assignment. The **COUNTY** will not be entitled to assign or sublicense its rights under this Agreement unless it will have first requested and obtained **WSF's** consent thereto in writing, which consent shall be in **WSF's** sole discretion.

N. No Partnership or Joint Venture. Nothing herein contained will be construed or deemed to constitute or create a partnership or joint venture of or between the Parties or to render one of them liable for the debts and obligations of the other. In performing work and services hereunder, the **COUNTY** and its employees, agents, and representatives shall be acting as agents of the **COUNTY** and shall not be deemed or construed to be employees or agents of **WSF** in any manner whatsoever. No employee

of either Party shall hold themselves out as or claim to be an officer or employee of the other Party by reason of this Agreement, and shall not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of, the other Party. Each Party shall be solely responsible for any claims for wages or compensation by its employees, agents and representatives, including consultants, and shall hold the other Party harmless therefrom.

- O. Reasonableness.** Whenever any action of either Party requires the approval or consent of the other Party under this Agreement, or whenever either Party under this Agreement is entitled to exercise any discretion under this Agreement, the Party whose approval or consent is required or who is entitled to exercise any discretion agrees that it will act promptly and reasonably in deciding whether or not to grant such approval or consent and in exercising any discretion.
- P. Severability.** If any provision of this Agreement or any part thereof is determined to be invalid for any reason it will be severable and severed from this Agreement and the remainder of this Agreement will be construed as if such invalid provision or part had been deleted from this Agreement.
- Q. Governing Law / Exclusive Jurisdiction.** Any and all claims relating to this Agreement shall be construed and governed by the substantive and procedural laws of the state of Washington, without giving effect to its conflicts of law rules or choice of law provisions. Subject to the dispute resolution processes set forth in this Agreement, all claims and disputes arising out of or in any way connected with this Agreement shall be brought in the Superior Court of King County, Washington. The Parties hereby agree to the exclusive personal jurisdiction of such court.
- R. Counterparts.** This Agreement may be executed in any number of counterparts, with the same effect as if the Parties had signed the same document; and will become effective when one or more counterparts have been signed by both Parties and delivered to the other Party. All counterparts will be construed together and evidence only one

agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the date first written above.

- S. Execution.** This Agreement may be executed by the Parties and transmitted by facsimile, e-mail, or other electronic means and if so executed and transmitted this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.
- T. Entire Agreement.** This Agreement, including all references and Exhibits, sets forth all of the covenants, promises, conditions, agreements, and understandings between **WSF** and the **COUNTY** with respect to the **COUNTY's** use of the POF landing at the Vashon Island Terminal, except as may be supplemented by subsequent amendments to this Agreement. All prior negotiations and draft written agreements are merged into and superseded by this Agreement. No subsequent amendment of this Agreement will be binding upon **WSF** or the **COUNTY** unless reduced to writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the last date signed below.

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION
FERRIES DIVISION**

By: _____
John Vezina
Assistant Secretary
Washington State Ferries

Date: _____

Approved as to form for WSDOT Ferries Division:

By: _____
Lauren Jaech
Assistant Attorney General

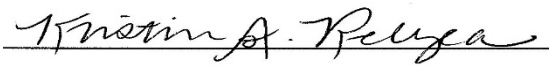
Date: _____

KING COUNTY

By: _____
Michelle Allison
General Manager, Metro Transit Department

Date: _____

Approved as to form for King County:

By: 
Kristin A. Relyea
Senior Deputy Prosecuting Attorney

Date: March 17, 2026

EXHIBIT A

DIAGRAM AND PHOTO OF
VASHON ISLAND TERMINAL

(Attached)

EXHIBIT B

KING COUNTY'S
PASSENGER - ONLY FERRY SAILING SCHEDULE

Proposed POF Sailing Schedule, with the additional temporary sailings highlighted.

Monday Through Friday

Departs Pier 50	Departs Vashon
5:30 AM	6:10 AM
6:38 AM	7:10 AM
7:40 AM	8:15 AM
8:50 AM	9:25 AM
11:25 AM	12:00 PM
12:45 PM	1:30 PM
3:00 PM	3:45 PM
4:30 PM	4:58 PM
5:30 PM	5:58 PM
6:30 PM	6:58 PM
7:30 PM*	7:58 PM*

***Friday only**

Saturday Through Sunday

Departs Pier 50	Departs Vashon
9:55 AM	10:35 AM
11:15 AM	12:00 PM
12:45 PM	1:30 PM
2:45 PM	3:20 PM
3:55 PM	4:30 PM
5:10 PM	5:50 PM
6:30 PM	7:05 PM

EXHIBIT C

PARTIES' REPRESENTATIVES

For Agreement administration, the Parties' representatives and addresses shall be as provided below. If any of the below information changes, **WSF** will send an updated Exhibit to the **COUNTY**.

WASHINGTON STATE FERRIES

Project Management

Invoicing

Attn.: Dirk van der Raadt Director, Marine Operations Washington State Ferries 2901 Third Ave. Suite 500 Seattle, WA 98121-3014 Telephone: 425.395.0623 Email: mailto:dirk.vanderraadt@wsdot.wa.gov	Attn.: Carla Adams-Goldman Expenditure Accountant Washington State Ferries 2901 Third Ave. Suite 500 Seattle, WA 98121-3014 Telephone: 206.515.3955 Email: goldmac@wsdot.wa.gov
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KING COUNTY

Project Management

Attn.: Terry Federer
Marine Division Director
King County Marine Division
201 S. Jackson Street
Seattle, WA 98104-3856
Post Stop: KSC-TR-0420

Telephone: 206.310.0834
Email: tfederer@kingcounty.gov

Invoicing

Attn.: Kathleen Royal
Strategic Development Analyst
King County Marine Division
201 S. Jackson Street
Seattle, WA 98104-3856
Post Stop: KSC-TR-0420

Telephone: 206.477.3969
Email: Kathleen.royal@kingcounty.gov

Operations

Attn.: Terry Federer
Marine Division Director
King County Marine Division
201 S. Jackson Street
Seattle, WA 98104-3856
Post Stop: KSC-TR-0420

Telephone: 206.310.0834
Email: tfederer@kingcounty.gov

NOTE: The Parties may periodically update this Exhibit to reflect the Parties' updated / current contact information. Each updated Exhibit shall be attached to the Agreement and shall replace / supersede the prior Exhibit, without a formal Agreement amendment unless so desired by the Parties.

LICENSE AGREEMENT NO. GCB 1358
RE: KING COUNTY PASSENGER-ONLY FERRY SERVICE
AT VASHON ISLAND FERRY TERMINAL

THIS AGREEMENT is made and entered into on the date of final execution, by and between **WASHINGTON STATE DEPARTMENT OF TRANSPORTATION FERRIES DIVISION**, operating as Washington State Ferries (hereinafter called “**WSF**”) and **KING COUNTY**, a home rule charter county and political subdivision of the state of Washington, acting by and through its Metro Transit Department and Marine Division (hereinafter called “**COUNTY**”), each of which is sometimes referred to individually as a “Party,” or collectively as the “Parties.”

RECITALS

- A.** **WSF** is the Ferries Division of the Washington State Department of Transportation (hereinafter called “**WSDOT**”).
- B.** As a component of its ferry terminal facilities in Puget Sound, Washington, **WSF** owns the Vashon Island Ferry Terminal in King County, Washington (hereinafter called the “Vashon Island Terminal”). The Vashon Island Terminal is located at 10800 North Vashon Highway, Vashon, WA 98070, is identified as King County Tax Parcel No. 0623039006, and serves as a terminal on **WSF’s** Fauntleroy / Vashon Island / Southworth ferry route. The Vashon Island Terminal has two ferry slips and a dedicated passenger-only ferry (“POF”) landing consisting of a passenger-only ferry pier, gangway, and float (collectively hereinafter “POF landing”). A diagram and photo of the Vashon Island Terminal are attached hereto and incorporated herein as **Exhibit A**.
- C.** In September 2009, the King County Ferry District (“**KCFD**”), the predecessor in interest to the King County Metro Transit Department - Marine Division, began operating a Seattle to Vashon Island POF route (hereinafter called the “Seattle / Vashon Island Route”) from a **WSF** owned POF terminal at Pier 50 in Seattle, Washington

(hereinafter “**WSF Pier 50 POF Terminal**”) to the POF landing at **WSF’s** Vashon Island Terminal.

- D.** In August 2011, **WSF** and **KCFD** entered into License Agreement No. GCA 6750, establishing the terms and conditions for **KCFD’s** use of the POF landing at the Vashon Island Terminal and the **WSF Pier 50 POF terminal**. The initial term of that agreement expired on June 30, 2019, and provided for two successive, five-year options to extend the initial term.
- E.** In 2015, the **COUNTY** assumed the rights, powers, functions, and obligations of **KCFD**.
- F.** In November 2016, **WSF** and the **COUNTY** entered into Tidelands Lease No. GCB 3432 at Seattle Multimodal Terminal to enable construction of a new **COUNTY POF Terminal** (hereinafter “**Pier 50 POF Terminal**”) on the south side of the Seattle Multimodal Terminal under reconstruction at Colman Dock / Pier 52 in downtown Seattle, King County, Washington. **WSF** constructed the Pier 50 POF Terminal as part of the Seattle Multimodal Terminal project, subject to reimbursement from the **COUNTY**, who now owns and operates the Pier 50 POF Terminal building. In August 2019, the **COUNTY** began operating the Seattle / Vashon Island Route from the new, **COUNTY-owned** Pier 50 POF Terminal.
- G.** The **COUNTY** continues to operate regular cross-Sound POF Service on the Seattle / Vashon Island Route (hereinafter called “**COUNTY’s POF Service**”) pursuant to the terms and conditions of License Agreement No. GCA 6750. The Parties did not execute a written supplemental agreement extending the initial term. The Parties intend for this Agreement to supersede and replace License Agreement No. GCA 6750.
- H.** The **COUNTY** desires to secure the long-term use of the POF landing at the Vashon Island Terminal for the operation of its Seattle / Vashon Island Route.

- I. **WSF** is authorized to enter into this Agreement pursuant to Revised Code of Washington (RCW) 47.56.253, RCW 47.60.662, RCW 47.64.090, and RCW 47.12.120. The **COUNTY** is authorized to enter into this Agreement pursuant to Chapter 36.54 RCW, King County Code (KCC) Chapter 2.120, KCC 2.16.038, and other authorities.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual promises contained herein, the Parties hereto agree as follows:

ARTICLE 1 PURPOSE AND SCOPE

- A. The purpose of this Agreement is to establish the terms and conditions for the **COUNTY's** continued use of the POF landing at the Vashon Island Terminal, as described herein.
- B. The **COUNTY's** POF Service between the Pier 50 POF Terminal and the POF landing at the Vashon Island Terminal will continue to be operated by the **COUNTY's** employees. The **COUNTY's** sailing schedule (**COUNTY's** "Sailing Schedule") for the Seattle / Vashon Island Route is attached hereto and incorporated herein as Exhibit B.

ARTICLE 2 USE OF POF LANDING AT VASHON ISLAND TERMINAL

- A. **POF Landing At Vashon Island Terminal Use.** Subject to the **COUNTY's** compliance with all terms and conditions in this Agreement, **WSF** grants to the **COUNTY** an exclusive right and license to enter onto and use the west side of the POF landing at the Vashon Island Terminal, and a non-exclusive right and license to enter onto and use the east side of the same landing, both rights for the operation of the **COUNTY's** POF Service for the Seattle / Vashon Island Route described in Article 1.

Common areas to which the **COUNTY** will have access include the Vashon Island Terminal building, waiting areas, ticketing facilities, ADA parking, transit facilities, bicycle parking, and all public access areas. Such common areas are for “access only” and are not part of the licensed POF landing at the Vashon Island Terminal.

B. The **COUNTY** shall be solely responsible for ensuring that the **COUNTY’s** POF Service:

1. Complies with all applicable federal, state, and local laws and regulations governing the **COUNTY’s** POF Service; and
2. Does not adversely impact tribal treaty fishing and shellfish gathering rights that may be affected by the **COUNTY’s** POF Service. To achieve such goal, the **COUNTY** will work with affected Tribes to address any issues with the Tribes’ Usual and Accustomed Places (U&A) treaty fishing and shellfish gathering rights resulting from the **COUNTY’s** POF Service, including but not limited to, any documented damage to tribal fishing gear.

If **WSF** subsequently learns from any Governmental Authority (as defined in Article 10) that the **COUNTY** is not in compliance with such conditions, then **WSF** may, in its sole discretion and without any liability to the **COUNTY**, temporarily suspend the **COUNTY’s** use of the Vashon Island Terminal until compliance is achieved. In such event, **WSF** will provide the **COUNTY** with as much advance notice as reasonably possible given the particular circumstances.

C. POF Landing at Vashon Island Terminal Maintenance. **WSF** shall maintain the Vashon Island Terminal to the extent practicable and taking into account the life span of the components and the effects of normal wear and tear.

- D. Use Restrictions.** The **COUNTY's** use of the POF landing at the Vashon Island Terminal and related customer activities at or adjacent to the Vashon Island Terminal shall not interrupt or disrupt **WSF's** scheduled ferry service at the Vashon Island Terminal.
- E. Special Event Sailings.** **WSF** grants to the **COUNTY** the non-exclusive use of the POF landing at the Vashon Island Terminal for **COUNTY**-sponsored special event sailings to/from the Vashon Island Terminal, all subject to the terms and conditions specified in this Agreement. **COUNTY**-sponsored special event sailings to/from the Vashon Island Terminal do not require approval from **WSF**, but they do require notice to and coordination with **WSF** Operations personnel to ensure there is no conflict with **WSF's** ferry service and to ensure **WSF** Operations and Security notices are issued, as deemed appropriate.
- F. WSF Disclaimers.** **WSF** makes no representations whatsoever regarding the capability of the POF landing at the Vashon Island Terminal to accommodate **COUNTY** vessels.

ARTICLE 3

TERM

- A. Term.** This Agreement shall become effective on the date of final execution of the Agreement. The term of this Agreement ("Term") shall be for a period of ten (10) years, unless extended or earlier terminated as provided in this Agreement.
- B. Extension.** At the **COUNTY's** written request, the term of the Agreement may be extended through two (2) successive extensions for up to five (5) years each (the "Extension Term"), to be documented in a written amendment signed by the Parties. The term of the Agreement may be further extended in a written amendment(s) signed by the Parties. **WSF** approval for any such extension shall not be unreasonably withheld subject to **WSDOT** or Washington state legislature decisions that impact a proposed extension. In the event the **COUNTY** desires to so extend the Agreement, it shall provide written notice of such intent to **WSF** not less than one (1) year and not more than two (2) years prior to the then existing expiration date of the Agreement. If the

COUNTY does not provide such notice, then the Agreement shall expire at the end of the Initial Term specified above, subject to the Holding Over provision in this Article. Any extension of this Agreement shall be on the same terms and conditions, as set forth herein, except as modified by any changes in policies, practices, laws, regulations, or contracts that will be reflected in a written Agreement amendment signed by both Parties.

- C. Holding Over.** If the **COUNTY** fails to issue a written request to extend the Term of the Agreement, and the **COUNTY** continues its use of the POF landing at Vashon Island Terminal with **WSF's** consent, the **COUNTY's** use shall be governed by the Agreement terms and conditions in effect immediately prior to such expiration, unless the Parties agree otherwise in writing; provided, **WSF** reserves the right to make any Extension Term retroactive to cover the period of any preceding hold-over use.

ARTICLE 4 PAYMENT

- A.** The **COUNTY's** use of the POF landing and passenger staging area at the Vashon Island Terminal for the **COUNTY's** POF Service has a direct benefit for the **COUNTY** since it eliminates the need for the **COUNTY** to secure alternate property to develop a POF terminal facility. Such POF Service at the Terminal also helps mitigate vehicle traffic congestion on roadways and on **WSF's** auto / passenger ferries serving the Fauntleroy / Vashon Island / Southworth ferry route.
- B. License Fee.** During the Term of the Agreement, including any extensions thereof, the **COUNTY** agrees to pay fair market rent in the form of a License Fee in consideration of the **COUNTY's** use of the ferry landing at the Vashon Island Terminal for the **COUNTY's** POF Service, discounted for public benefit and calculated as detailed below.
1. The Parties agree to utilize moorage tariff rates for select Kitsap County marinas as a market rate resource. Accordingly, the applicable moorage tariff rates for the Port of Bremerton's Port Orchard Marina, the Port of Bremerton's Bremerton Marina, and the Port of Kingston's Kingston Marina are the market rate resources to determine the base License Fee value. A public benefit

discount will be applied to the base License Fee value. The discounted net License Fee will be subject to an annual Consumer Price Index (CPI) adjustment, as detailed below.

- a. Using the July 1, 2025 Port of Bremerton approved moorage rates for the Port Orchard Marina and the Bremerton Marina, and the July 1, 2025 Port of Kingston published moorage rates for the Kingston Marina, the “annual average” moorage rate for a 104’ vessel at the three Kitsap County marinas (Port Orchard, Bremerton and Kingston) is: \$ 16,066.00 / year. Such amount is itemized as follows, with amounts rounded to the nearest dollar, as applicable:

Port Orchard Marina	\$ 15,063.00 / year
Bremerton Marina:	\$ 16,463.00 / year
Kingston Marina:	<u>\$ 16,673.00 / year</u>
Average:	\$ 16,066.00 / year

- b. **WSF** will apply a 25% public benefit discount, the same as applied to two **WSF** / King County agreements for premises to directly support the County’s POF operations on **WSF** premises.

- c. The based License Fee value is calculated as follows:

Annual base License Fee value for the period
from commencement of passenger service
at the Terminal through September 30, 2026 \$ 16,066.00 / year

Less 25% / year public benefit discount: - (\$ 4,016.50/ year)

Total discounted License Fee for the period
from commencement of passenger service
at the Terminal through September 30, 2026: \$ 12,049.50
/ year

Rounded to nearest dollar: \$ 1,004.00 / month

(prorated for partial year and months)

\$ 12,048.00 / year

- C. Annual CPI Adjustment.** Commencing October 1, 2026, the License Fee will be adjusted annually on October 1st of each year in accordance with the U.S. City Average for All Urban Consumers as published by the U.S. Bureau of Labor Statistics. The adjustment will be equal to any increase or decrease reported by the Index for the preceding calendar year; provided, however, in no event will the License Fee be less than the monthly License Fee payable immediately preceding the applicable anniversary.
- D.** Every five (5) years during the term of this Agreement, either Party may request a review of the then effective Port District moorage rates and vessel length to determine whether the CPI adjusted License Fee in effect at that time should be re-calculated to reflect the Port District moorage rates or vessel length in effect at that time. Any such adjustment to the License Fee shall be prospective only, effective on or after October 1st of the review year.
- E.** **WSF's** designated Representative, or other designated **WSF** personnel, shall coordinate invoicing for the License Fee payable by the **COUNTY**. **WSF** shall provide supporting documentation for the invoices. Upon the **COUNTY's** request, **WSF** shall provide any additional, available accounting records or other documents to satisfy requests from federal funding agencies (if any) and to comply with the **COUNTY's** audit requirements.
- F.** The **COUNTY** shall remit all payments under this Agreement to:
- Revenue Accountant
Washington State Ferries
P.O. Box 3985
Seattle, WA 98124-3985
- G.** **WSF's** acceptance of late payment charges and/or any portion of the overdue payment shall in no event constitute an accord and satisfaction, compromise of such payment, or a waiver of default with respect to such overdue payment, nor prevent **WSF** from exercising any other rights and remedies granted in this Agreement.

When a delinquency exists, any payments received will be applied first to the late payment charge and late payment fees, next to delinquent License Fees, and any balance remaining to the current month's License Fee and leasehold excise tax, if applicable.

H. Improvement and Maintenance Costs. In addition, if **WSF** expends funds at the request of the **COUNTY** on behalf of the **COUNTY**, to enable or improve the **COUNTY's** use of the POF landing at the Vashon Island Terminal, the **COUNTY** agrees to reimburse **WSF** for such actual costs, plus an Indirect Cost Rate (ICR) percentage applied to all such reimbursable costs. **WSDOT** publishes and periodically updates the Indirect Cost Rate. For Fiscal Year 2026, the Indirect Cost Rate is 11.34% of direct reimbursable costs. **WSF's** actual costs shall include direct costs and indirect costs allocated in **WSF's** standard budget process. Such costs may include, but are not limited to:

1. all equipment, materials, products, and supplies purchased or rented to fulfill the **COUNTY's** request;
2. all maintenance work related to the request, including in-house costs and work contracted to commercial service providers and construction firms; and
3. all utilities related to the request.

I. For any expenditure described above which **WSF** expects to cost in excess of Twenty-Five Thousand Dollars (\$25,000), **WSF** shall notify the **COUNTY** in advance of the proposed expenditure and the **COUNTY** may approve the expenditure as submitted, revise the scope of the request to reduce costs, or cancel the request altogether.

J. Invoicing and Payment. **WSF** will invoice the **COUNTY**, in advance, for the annual License Fee or prorated amount, as applicable. **WSF** shall send all invoices to the **COUNTY** representative specified in Exhibit C.

K. **WSF** invoices shall be reviewed and approved by the **COUNTY**. The **COUNTY** will notify **WSF** within thirty (30) calendar days if the **COUNTY** determines that an invoice

is inaccurate or incomplete. The **COUNTY** will make payment within thirty (30) calendar days from date of receipt of an approved invoice from **WSF**.

ARTICLE 5

INDEMNITY

- A. COUNTY Indemnity.** To the maximum extent permitted by law, and subject to any obligations hereunder that may be limited by RCW 4.24.115, the **COUNTY** shall defend, indemnify and hold harmless **WSDOT** and **WSF** (individually an “Indemnified Party,” collectively the “Indemnified Parties”), and all of their officials, employees, principals and agents, from any and all claims, demands, suits, actions, fines, penalties, and liability of any kind, including injuries to persons or damages to property, and all legal fees, experts fees and disbursements, which arise out of or are related to the **COUNTY**’s use of the POF landing at the Vashon Island Terminal and the **COUNTY**’s POF Service under this Agreement, and any negligent acts, errors, omissions of the **COUNTY** and its contractors, agents, officials, employees and representatives, or anyone for whom the **COUNTY** is responsible at law in performing obligations under this Agreement.

The **COUNTY** shall not be obligated to defend, indemnify and hold harmless an individual Indemnified Party if any such damages and injuries to persons or property are caused by or result from the sole negligence of that Indemnified Party, its agents or employees. If any such damages and injuries to persons or property are caused by or result from the concurrent negligence of: (i) the **COUNTY** or its contractors, officials, employees, agents, or representatives; and (ii) an Indemnified Party or its contractors, officials, employees, agents, or representatives, then the **COUNTY**’s obligation hereunder applies only to the extent of the **COUNTY**’s negligence or that of its contractors, officials, employees, agents, or representatives.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of the **COUNTY**’s immunity under industrial insurance, Title 51 RCW, as respects **WSDOT** and **WSF** only, and only to the extent necessary to provide such entities with

a full and complete indemnity of claims made by the **COUNTY's** employees. This waiver has been mutually negotiated.

- B. WSDOT/WSF Indemnity.** To the maximum extent permitted by law, and subject to any obligations hereunder that may be limited by RCW 4.24.115, **WSDOT/WSF** shall defend, indemnify and hold harmless the **COUNTY** (an Indemnified Party) and all of its officials, employees, principals and agents, from any and all claims, demands, suits, actions, fines, penalties, and liability of any kind, including injuries to persons or damages to property, and all legal fees, experts fees and disbursements, which arise out of or are related to **WSDOT/WSF's** use of the POF landing at the Vashon Island Terminal, and any negligent acts, errors, omissions of **WSDOT/WSF** and its contractors, agents, officials, employees and representatives, or anyone for whom **WSDOT/WSF** is responsible at law in performing obligations under this Agreement.

WSDOT/WSF shall not be obligated to defend, indemnify and hold harmless an Indemnified Party if any such damages and injuries to persons or property are caused by or result from the sole negligence of that Indemnified Party, its agents or employees. If any such damages and injuries to persons or property are caused by or result from the concurrent negligence of: (i) **WSDOT/WSF** or its contractors, officials, employees, agents, or representatives; and (ii) an Indemnified Party or its contractors, officials, employees, agents, or representatives, then **WSDOT/WSF's** obligation hereunder applies only to the extent of **WSDOT/WSF's** negligence or that of its contractors, officials, employees, agents, or representatives.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of **WSDOT/WSF's** immunity under industrial insurance, Title 51 RCW, as respects the **COUNTY** only, and only to the extent necessary to provide the **COUNTY** with a full and complete indemnity of claims made by **WSDOT/WSF's** employees. This waiver has been mutually negotiated.

- C. The provisions contained in this Article shall survive the termination or expiration of this Agreement.

ARTICLE 6

INSURANCE

A. COUNTY Insurance.

1. **Minimum Insurance.** At its sole expense, the **COUNTY** shall keep its activities, vessels, and equipment used for the **COUNTY** POF Service for the Seattle / Vashon Island Route continuously insured (or self-insured) throughout the term of this Agreement against claims for personal injury or property damage. The minimum insurance shall be as follows:
 - a. Marine Hull and Machinery insurance for the **COUNTY's** vessels utilizing the POF landing at the Vashon Island Terminal, with such amount to be specified by the **COUNTY**, all loss payable to the **COUNTY** or other designated loss payee.
 - b. Marine Protection and Indemnity, Collision Liabilities and Pollution insurance or equivalent with: (i) coverage in amount not less than a combined single limit of Three Million Dollars (\$3,000,000.00) per occurrence; (ii) as applicable, coverage for liability under the Jones Act, the Longshoremen's and Harbor Workers' Act and the Federal Water Quality Improvement Act of 1970; and (iii) no exclusion for marine losses, e.g. losses at the Vashon Island Terminal.
 - c. Coverage in the minimum amount set forth herein shall not be construed to relieve the **COUNTY** from liability in excess of such coverage.
2. **Policy Terms.** Except for coverages self-insured, the insurance policy or policies for the coverage in Article 6.A.1. above shall: (i) contain appropriate endorsements that name **WSDOT** and **WSF** as "Additional Insureds" during

the Term of this Agreement; (ii) include a waiver of subrogation for **WSDOT** and **WSF**; (iii) not be changed or canceled without prior notice to **WSF**; and (iv) be primary with respect to any insurance **WSDOT** or **WSF** may have except that such insurance shall not be primary to any deductible, self-insurance, retention, or insurance **WSF** may have with respect to its liability or potential liability to its employees or other person arising out of, or related to, the acts or omissions of **WSF** and its officials, employees, agents and contractors in the performance of this Agreement. The **COUNTY** shall furnish **WSF** proper evidence of such insurance (or self-insurance) upon execution of this Agreement.

3. The provision of insurance or self-insurance, or the absence thereof, shall not limit the **COUNTY's** liability to **WSF** in the performance of this Agreement.

ARTICLE 7

LABOR RELATIONS

- A. Statutory Requirements.** In the performance of this Agreement, the **COUNTY** shall comply with the applicable provisions in RCW 47.64.090, "Other Party Operating Ferry by Rent, Lease, or Charter - Passenger-Only Ferry Service." The statute describes, in part, the employment conditions and rent valuation factors for POF service by public entities that utilize **WSF** facilities.
- B. COUNTY Disputes.** In the event that any employees of the **COUNTY** or any of its contractors and suppliers engage in picketing at the Vashon Island Terminal, or any portion thereof, and POF operations cease, **WSF** may in its sole discretion suspend this Agreement until the picketing activities stop, without any liability to the **COUNTY**.

ARTICLE 8
MAINTENANCE OF RECORDS

- A. Financial Records.** WSF shall maintain records to support all reimbursable costs incurred in accordance with procedures prescribed by the Washington State Auditor's Office and the applicable federal funding agencies. The records shall be open to inspection by the **COUNTY** and the federal government during normal business hours and shall be retained and made available for such inspection for a period of not less than six (6) years from the final reimbursement payment to **WSF**. Copies of such records shall be furnished to the **COUNTY** and/or the federal government upon request.
- B. Other Records.** Unless exempt from public disclosure, **WSF** shall make available for inspection and copying by the **COUNTY** or its representatives, any available current and historical records, planning documents, budget documents, and other information related to this Agreement and the provision of the **COUNTY's** POF Service on the Seattle / Vashon Island Route.
- C. Audit.** If an audit is requested by the **COUNTY** or required by any applicable Governmental Authority requirements, **WSF** agrees to cooperate fully with the **COUNTY** auditor or an independent auditor chosen and retained by the **COUNTY**. In the event that the **COUNTY** has paid **WSF** in excess of the **COUNTY's** final funding commitment under this Agreement, the excess amount will be repaid to the **COUNTY** within thirty (30) days from the date the **COUNTY** notifies **WSF** of the audit results or, upon mutual agreement by the Parties, used as an offset against other amounts owing to **WSF**. Should the audit reveal that the **COUNTY** has underpaid **WSF**, then the **COUNTY** will pay the balance due to **WSF** within thirty (30) days from the date the audit is completed.

ARTICLE 9

TERMINATION

A. Termination For Convenience. In addition to such other termination rights as may be set out elsewhere in this Agreement, **WSF** and the **COUNTY** agree that:

1. The **COUNTY** may, at any time, terminate this Agreement for convenience on at least sixty (60) days' prior written notice to **WSF**; and
2. **WSF** may at any time, terminate this Agreement for convenience on at least eighteen (18) months prior written notice to the **COUNTY**; provided that, **WSF** may terminate with less notice if **WSF** determines that the POF landing at the Vashon Island Terminal, through no failure of **WSF** to undertake appropriate maintenance, has become unfit for the **COUNTY**'s use as authorized by this Agreement.
3. If the POF landing at the Vashon Island Terminal is materially damaged through no fault of the **COUNTY**, and **WSF** is unable to secure funds to repair the damaged POF landing, either Party may elect to immediately terminate this Agreement for convenience unless the **COUNTY** elects to fund the repairs at its sole cost in order to maintain use of the POF landing. The foregoing does not foreclose the possibility of the Parties agreeing to share in the cost of rebuilding the damaged POF landing.
4. In the event of termination for convenience by either Party, the **COUNTY** will vacate the POF landing at the Vashon Island Terminal on the termination date specified in such written notice and all amounts payable hereunder will be adjusted as of such date and the appropriate adjustment payments made between the Parties. The **COUNTY** will be entitled to reimbursement for that portion of any License Fee or additional amounts paid by the **COUNTY** that relates solely

to any period after the aforesaid termination date but will remain subject to any year end adjustment process.

- B. Termination For Default.** **WSF** may terminate this Agreement if the **COUNTY** breaches or fails to comply with any of its obligations under this Agreement and fails to remedy such breach or failure within ten (10) days of receiving written notice of such breach or failure or, if such breach or failure reasonably requires more than ten (10) days to remedy, if the **COUNTY** has not commenced diligently remedying such breach or failure within ten (10) days of receipt of such notice or thereafter fails to continue to diligently and expeditiously remedy such breach or failure.
- C. Termination for Lack of Appropriations.** Upon at least thirty (30) days prior written notice to **WSF**, this Agreement shall terminate if the **COUNTY** has not appropriated sufficient funds to pay for the **COUNTY's** obligations under this Agreement for a given year. In such event, the **COUNTY** shall compensate **WSF** for all costs payable under this Agreement incurred prior to termination.
- D. Obligations on Expiration or Termination.** Upon the expiration or earlier termination of this Agreement, the **COUNTY** will cease to have any further right to use the POF landing at the Vashon Island Terminal for any purpose whatsoever; and at the **COUNTY's** cost, will remove from the POF landing all property of the **COUNTY** and of those for whom the **COUNTY** is responsible at law, and repair any damage caused by such removal.
- E. Survival of Obligations.** Upon the expiration or earlier termination of this Agreement, all claims, causes of action or other outstanding obligations remaining or being unfulfilled as at the date of expiration or termination and all of the provisions of this Agreement relating to the obligation of either of the Parties to perform actions or to account to or to indemnify the other and pay to the other any monies owing as at the date of expiration or termination in connection with this Agreement will survive such expiration or termination.

ARTICLE 10

ENVIRONMENTAL PROVISIONS

A. **Definitions.** As used in this Article and any other part of this Agreement, the following definitions apply:

1. **“Environmental Laws”** means all Applicable Laws which impose any obligations relating to the protection, conservation or restoration of the natural environment or relating to the storage, use or manufacture of Hazardous Materials or to the release of Hazardous Materials into the environment including, without limitation: (i) Washington Hazardous Waste Management Act, as now existing or hereafter amended (RCW Ch. 70A.300); (ii) Resource Conservation and Recovery Act, as now existing or hereafter amended (42 U.S.C. Sec. 6901 et seq.); (iii) Comprehensive Environmental Response, Compensation and Liability Act, as now existing or hereafter amended (42 U.S.C. Sec. 9601 et seq.); and (iv) Washington Model Toxics Control Act, as now existing or hereafter amended (RCW Ch. 70A.305).
2. **“Force Majeure”** means any strike; lock-out; labor dispute; act of God; inability to obtain labor, utilities or services; application of Applicable Laws; enemy or hostile actions; sabotage; war; blockades; insurrections; riots; epidemics; washouts; nuclear and radiation activity or fall-out; civil disturbances; explosions; fire or other casualty; or any other cause, whether similar to or dissimilar from the foregoing, beyond the control of the Party seeking to take advantage of such Force Majeure and not avoidable by the exercise of reasonable foresight.
3. **“Governmental Authority”** means any federal, state, municipal or local government, government authority, office or official having jurisdiction, or other political subdivision of any of them, or any entity, authority, agency or court or person exercising executive, legislative, judicial, regulatory or administrative functions on behalf of such government, government authority, office or official or other political subdivision thereof.

4. **“Hazardous Materials”** means any substance, material or thing or combination of substances, materials or things which could cause an adverse effect on, or which is dangerous or detrimental or potentially dangerous or detrimental to, any part of the natural environment, including a substance, material or thing included in or containing components included in the definition or meaning of “biomedical waste”, “contaminant”, “dangerous good”, “deleterious substance”, “hazardous product”, “nutrient”, “pollutant”, “reportable substance”, “special waste”, “waste” or “toxic substance” or any variation of any such term, in any Environmental Law or which is prohibited, controlled or regulated under any Environmental Law and, in respect of the foregoing, is found in a material or relevant concentration for the purpose of any Environmental Law.
5. **“Order”** means any oral advice or warning or any directive, decision, order, notice including a notice of litigation or proceeding, letter or other written communication, that requires the taking of any measures or actions or refraining from taking any measures or actions, issued or made by any Governmental Authority under any Environmental Law.
6. **“Release”** includes releasing, spilling, leaking, pumping, pouring, flowing, depositing, emitting, emptying, discharging, escaping, leaching, disposing and dumping as pertains to the Environmental Laws and regulations.

B. In the performance of this Agreement, the **COUNTY** agrees as follows:

1. Notwithstanding any other provision of this Agreement, the **COUNTY** will fully comply with, and will ensure that all persons who the **COUNTY** authorizes to use the POF landing at the Vashon Island Terminal comply with, all applicable Environmental Laws and will not place, store, use, manufacture or Release any Hazardous Materials under, on or over the Terminal or any adjacent lands in violation of Environmental Laws;
2. The **COUNTY** will not authorize, cause or permit a Release of Hazardous Materials into, onto, or from the POF landing at the Vashon Island Terminal, or

from any **COUNTY** vessels using the POF landing at the Vashon Island Terminal, and will take all measures that are necessary to ensure that no other persons for whom it is responsible at law authorize, cause, or permit a Release of Hazardous Materials as aforesaid;

3. If a Release of Hazardous Materials does occur as a result of any action of the **COUNTY** or any person for whom the **COUNTY** is responsible at law, the **COUNTY** will immediately report the occurrence of the Release to **WSF** and to all applicable Governmental Authorities to whom notification is required under Environmental Laws in the circumstances and will immediately clean up the Release and restore the natural environment affected by the discharge to the satisfaction of **WSF**, the U.S Coast Guard, and any other applicable Governmental Authorities;
4. If the **COUNTY** fails or refuses to promptly clean up any such Release of Hazardous Materials and to restore the natural environment affected by such a Release, **WSF** may carry out the whole or any part of the cleanup and restoration at the **COUNTY's** expense and may, at its sole discretion, terminate this Agreement forthwith by a notice in writing to the **COUNTY**;
5. The **COUNTY** will fully comply with all Orders of any applicable Governmental Authority which may be directed to the **COUNTY** and which relate to the **COUNTY's** use of the POF landing at the Vashon Island Terminal;
6. If an Order of any applicable Governmental Authority is issued to **WSF** requiring **WSF** to do anything in relation to any environmental problem caused by the **COUNTY** or for which the **COUNTY** is responsible under this Agreement or at law, the **COUNTY** will, upon receipt of written notice from **WSF**, carry out the Order at the **COUNTY's** expense;

7. If the **COUNTY** fails or refuses to promptly and fully carry out any Order of any applicable Governmental Authority with respect to any such environmental matter, **WSF** may carry out the whole or any part of the Order at the **COUNTY**'s expense and may, at the sole discretion of **WSF**, terminate this Agreement forthwith by a notice in writing to the **COUNTY**;
 8. Upon the expiration or earlier termination of this Agreement, the **COUNTY** will leave the POF landing at the Vashon Island Terminal clean of any Hazardous Materials introduced thereto by the **COUNTY** or any person for whom the **COUNTY** is responsible at law; and
 9. If **WSF** discovers a breach by the **COUNTY** or any person for whom the **COUNTY** is responsible at law of an Environmental Law or a fact situation that could be reasonably be anticipated to result in such a breach of an Environmental Law, **WSF** will have the right to take whatever steps are reasonably required to rectify such breach, or prevent such breach from occurring, as the case may be, all at the **COUNTY**'s expense.
- C. The **COUNTY** will indemnify **WSF**, defend **WSF**, and hold it harmless from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, suits, proceedings, costs, disbursements or expenses (including, without limitation, all legal fees, experts fees and disbursements) of any kind or of any nature whatsoever (collectively, the "Indemnified Matters") which may at any time be imposed upon, incurred by or asserted or awarded against **WSF** and arising from or out of any breach of or non-compliance with this Article by the **COUNTY**, or the Release of any Hazardous Materials brought onto the POF landing at the Vashon Island Terminal by the **COUNTY** or those for whom it is responsible at law.
- D. Indemnified Matters as defined above will include, without limitation, all of the following: (i) the costs of removal of any and all Hazardous Materials, (ii) additional costs required to take necessary precautions to protect against the Release of Hazardous

Materials into the air, the soil, any body of water, any other public area or any surrounding areas, (iii) costs incurred to comply with all Applicable Laws with respect to Hazardous Materials, and (iv) claims, actions, damages, liability, and expenses in connection with loss of life, personal injury, and/or damage arising from or out of any occurrence or matter described in (i) to (iii) above.

- E. **WSF** confirms and agrees that the **COUNTY** will be responsible only for any Hazardous Materials brought onto the POF landing at the Vashon Island Terminal by the **COUNTY** or those for whom the **COUNTY** is responsible at law and for any Releases of such Hazardous Materials by the **COUNTY** or those for whom the **COUNTY** is responsible at law, and that the **COUNTY** will not be responsible for any Hazardous Materials brought onto the POF landing at the Vashon Island Terminal by any other persons or for any Releases of any Hazardous Materials brought onto the POF landing at the Vashon Island Terminal by any other persons, unless such discharge is caused by the wilful act or negligence of the **COUNTY** or any person for whom the **COUNTY** is responsible at law.
- F. The **COUNTY** will pay to **WSF** any amount contemplated pursuant to this Article within thirty (30) days of receipt from **WSF** of a written demand for such amount.

ARTICLE 11

GENERAL PROVISIONS

- A. **Damage.** In the event of material damage to any buildings, docks, gangways or other improvements comprising part of the POF landing at the Vashon Island Terminal, **WSF** may either: (i) terminate this Agreement for convenience as provided for in this Agreement; or (ii) repair or rebuild such buildings, docks, gangways and other improvements subject to availability of funding. However, if such damage is caused by the **COUNTY**, then the **COUNTY** shall either: (i) repair or rebuild such facilities at its own cost, subject to advance review and approval by **WSF** (e.g., scope and timing of

such work, materials, etc.); or (ii) pay **WSF** the full amount of such damage if **WSF** elects not to repair or rebuild such facilities.

In the event the **COUNTY** is unable to use the POF landing at the Vashon Island Terminal at all or to the extent contemplated in the relevant Sailing Schedule due to damage not caused by the **COUNTY**, then the **COUNTY** shall be released of the obligation to make any payment for the use of the Terminal until use can be restored and the application of any pre-payments shall be suspended until use can be restored. In addition, the **COUNTY** will not be entitled to any claim of any sort whatsoever against **WSF** in respect thereof and **WSF** will not be liable to the **COUNTY** in any way in respect thereof.

- B. Late Payments.** If either Party does not pay to the other any amount which it is required to pay under this Agreement within thirty (30) calendar days of the due date under this Agreement, such amount will thereafter bear interest at a rate equal to one percent (1%) per annum, calculated and compounded monthly on the first day of each month until paid.
- C. No Tacit Renewal or Extension.** Subject to the Holding Over provisions in Article 3.C, the **COUNTY** will not be entitled to use the POF landing at the Vashon Island Terminal after the end of the Term without the execution and delivery by both Parties of an Amendment extending the Term or a replacement agreement.
- D. Federal Contract Provisions.** This Agreement and all amendments or supplements shall comply with federal funding requirements, if applicable. The Parties acknowledge certain ongoing litigation, including but not limited to, Martin Luther King, Jr. Cty. v. Turner, No. 2:25-CV-814 (W.D. Wash.), City & Cty. of San Francisco v. Trump, No. 3:25-CV-01350 (N.D. Cal.), and California v. Duffy, No. 1:25-CV-00208 (D.R.I.), which litigation does not relate to this Agreement or the Vashon Island Terminal but could potentially affect existing or future federal funding requirements.

- E. Designated Representatives.** Each Party's designated representatives are named in Exhibit C. The contact information may be revised or updated at any time by notice to the other Party.
- F. Time.** Time will be of the essence herein.
- G. Waiver.** No condoning, excusing or overlooking by either Party of any default, breach or non-observance by the other of any covenant, proviso or condition herein contained will operate as a waiver of the non-defaulting Party's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the non-defaulting Party herein in respect of any such continuing or subsequent default, breach or non-observance. No waiver will be inferred from or implied by anything done or omitted by the non-defaulting Party save only an expressed waiver in writing.
- H. Remedies Cumulative.** All rights and remedies of either Party contained in this Agreement will be cumulative and not alternative.
- I. Notices.** Any notice, demand, request or other instrument (each hereinafter called a "Notice") which may be or is required to be given under this Agreement, will be delivered in person, transmitted by facsimile or e-mail, or sent by certified mail, return receipt requested, postage prepaid. Any such notice shall be addressed to the Parties' respective designated project management representatives listed in Exhibit C.

Any such Notice will be conclusively deemed to have been given or made on the day upon which such Notice is delivered if by personal delivery, or if transmitted by facsimile or e-mail on the day following transmission, or if mailed then on the fifth business day following the date of the mailing unless there is between the day of mailing and actual receipt a slow down of postal service or other labor dispute which adversely affects mail service, in which case the Party giving the Notice will deliver personally such Notice and the time of giving such Notice will be the time of actual receipt. Either

Party may at any time give Notice in writing to the other of any change of address of the Party giving such Notice (or of any other person to receive a notice) and from and after the giving of such Notice, the address therein specified will be deemed to be the address of such Party or person for the giving of Notices hereunder.

J. Dispute Resolution. If a dispute arises between the Parties in connection with this Agreement, the Parties agree to use the following procedure as a condition precedent to either Party pursuing other available remedies:

1. Either Party may notify the other by written notice of the existence of a dispute and a desire to resolve the dispute.
2. A meeting will be held promptly between the Parties, attended by appropriate personnel and by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.
3. In the event the Parties are unable to timely resolve the dispute utilizing the process set forth in paragraphs 1 and 2 above, the Parties shall submit the matter to a non-binding mediation as set forth herein. The mediation shall be conducted by a mediator agreed upon by the Parties from Judicial Dispute Resolution (JDR) unless the Parties agree to use a mediator from a different organization. The Parties agree to split equally the fee for the services of JDR and/or the selected mediator. If the mediation does not result in voluntary resolution of the dispute, the Parties will request that the mediator issue a non-binding memorandum of opinion or similar report regarding the mediator's recommended resolution of the dispute.
4. If, within fourteen (14) days after the issuance of such memorandum of opinion or such further period as is agreeable to the Parties (the "Negotiation Period"), the Parties have not succeeded in negotiating a resolution of the dispute, they agree that the dispute will be settled by a single arbitrator in accordance with the

Ch. 7.04A RCW rules, or alternate agreed upon rules, as amended, supplemented or replaced from time to time. The arbitrator is to be instructed to take all reasonable measures to ensure that the dispute is arbitrated and settled in as expeditious a manner as possible.

5. The costs of arbitration will be awarded by the arbitrator in the arbitrator's absolute discretion.

6. Unless otherwise expressly agreed to by the Parties in writing, the Parties shall continue to perform all their respective obligations under this Agreement during the resolution of the dispute.

K. Successors. All rights and liabilities herein given to or imposed upon the respective Parties hereto will extend to and bind the successors, permitted assigns and legal representatives of the Parties.

L. Business Day. Where the time limited to perform anything or to pay any amount herein falls on a Saturday, Sunday, or legal holiday for the state of Washington or King County, the time so limited will extend to and the thing may be done or the amount will be paid on the next day which is not a Saturday, Sunday, or statutory holiday.

M. No Assignment. The **COUNTY** will not be entitled to assign or sublicense its rights under this Agreement unless it will have first requested and obtained **WSF's** consent thereto in writing, which consent shall be in **WSF's** sole discretion.

N. No Partnership or Joint Venture. Nothing herein contained will be construed or deemed to constitute or create a partnership or joint venture of or between the Parties or to render one of them liable for the debts and obligations of the other. In performing work and services hereunder, the **COUNTY** and its employees, agents, and representatives shall be acting as agents of the **COUNTY** and shall not be deemed or construed to be employees or agents of **WSF** in any manner whatsoever. No employee

of either Party shall hold themselves out as or claim to be an officer or employee of the other Party by reason of this Agreement, and shall not make any claim, demand, or application to, or for any right or privilege applicable to an officer or employee of, the other Party. Each Party shall be solely responsible for any claims for wages or compensation by its employees, agents and representatives, including consultants, and shall hold the other Party harmless therefrom.

- O. Reasonableness.** Whenever any action of either Party requires the approval or consent of the other Party under this Agreement, or whenever either Party under this Agreement is entitled to exercise any discretion under this Agreement, the Party whose approval or consent is required or who is entitled to exercise any discretion agrees that it will act promptly and reasonably in deciding whether or not to grant such approval or consent and in exercising any discretion.
- P. Severability.** If any provision of this Agreement or any part thereof is determined to be invalid for any reason it will be severable and severed from this Agreement and the remainder of this Agreement will be construed as if such invalid provision or part had been deleted from this Agreement.
- Q. Governing Law / Exclusive Jurisdiction.** Any and all claims relating to this Agreement shall be construed and governed by the substantive and procedural laws of the state of Washington, without giving effect to its conflicts of law rules or choice of law provisions. Subject to the dispute resolution processes set forth in this Agreement, all claims and disputes arising out of or in any way connected with this Agreement shall be brought in the Superior Court of King County, Washington. The Parties hereby agree to the exclusive personal jurisdiction of such court.
- R. Counterparts.** This Agreement may be executed in any number of counterparts, with the same effect as if the Parties had signed the same document; and will become effective when one or more counterparts have been signed by both Parties and delivered to the other Party. All counterparts will be construed together and evidence only one

agreement, which, notwithstanding the dates of execution of any counterparts, will be deemed to be dated the date first written above.

S. Execution. This Agreement may be executed by the Parties and transmitted by facsimile, e-mail, or other electronic means and if so executed and transmitted this Agreement will be for all purposes as effective as if the Parties had delivered an executed original Agreement.

T. Entire Agreement. This Agreement, including all references and Exhibits, sets forth all of the covenants, promises, conditions, agreements, and understandings between **WSF** and the **COUNTY** with respect to the **COUNTY's** use of the POF landing at the Vashon Island Terminal, except as may be supplemented by subsequent amendments to this Agreement. All prior negotiations and draft written agreements are merged into and superseded by this Agreement. No subsequent amendment of this Agreement will be binding upon **WSF** or the **COUNTY** unless reduced to writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the last date signed below.

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION
FERRIES DIVISION**

By: _____
John Vezina
Assistant Secretary
Washington State Ferries

Date: _____

Approved as to form for WSDOT Ferries Division:

By: _____
Lauren Jaech
Assistant Attorney General

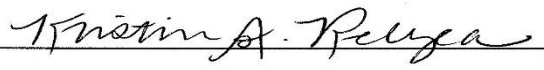
Date: _____

KING COUNTY

By: _____
Michelle Allison
General Manager, Metro Transit Department

Date: _____

Approved as to form for King County:

By: 
Kristin A. Relyea
Senior Deputy Prosecuting Attorney

Date: March 17, 2026

EXHIBIT A

DIAGRAM AND PHOTO OF
VASHON ISLAND TERMINAL

(Attached)

EXHIBIT B

KING COUNTY'S
PASSENGER - ONLY FERRY SAILING SCHEDULE

Proposed POF Sailing Schedule, with the additional temporary sailings highlighted.

Monday Through Friday

Departs Pier 50	Departs Vashon
5:30 AM	6:10 AM
6:38 AM	7:10 AM
7:40 AM	8:15 AM
8:50 AM	9:25 AM
11:25 AM	12:00 PM
12:45 PM	1:30 PM
3:00 PM	3:45 PM
4:30 PM	4:58 PM
5:30 PM	5:58 PM
6:30 PM	6:58 PM
7:30 PM*	7:58 PM*

***Friday only**

Saturday Through Sunday

Departs Pier 50	Departs Vashon
9:55 AM	10:35 AM
11:15 AM	12:00 PM
12:45 PM	1:30 PM
2:45 PM	3:20 PM
3:55 PM	4:30 PM
5:10 PM	5:50 PM
6:30 PM	7:05 PM

EXHIBIT C

PARTIES' REPRESENTATIVES

For Agreement administration, the Parties' representatives and addresses shall be as provided below. If any of the below information changes, **WSF** will send an updated Exhibit to the **COUNTY**.

WASHINGTON STATE FERRIES

Project Management

Invoicing

Attn.: Dirk van der Raadt Director, Marine Operations Washington State Ferries 2901 Third Ave. Suite 500 Seattle, WA 98121-3014 Telephone: 425.395.0623 Email: mailto:dirk.vanderraadt@wsdot.wa.gov	Attn.: Carla Adams-Goldman Expenditure Accountant Washington State Ferries 2901 Third Ave. Suite 500 Seattle, WA 98121-3014 Telephone: 206.515.3955 Email: goldmac@wsdot.wa.gov
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(go to next page)

KING COUNTY

Project Management

Attn.: Terry Federer
Marine Division Director
King County Marine Division
201 S. Jackson Street
Seattle, WA 98104-3856
Post Stop: KSC-TR-0420

Telephone: 206.310.0834
Email: tfederer@kingcounty.gov

Invoicing

Attn.: Kathleen Royal
Strategic Development Analyst
King County Marine Division
201 S. Jackson Street
Seattle, WA 98104-3856
Post Stop: KSC-TR-0420

Telephone: 206.477.3969
Email: Kathleen.royal@kingcounty.gov

Operations

Attn.: Terry Federer
Marine Division Director
King County Marine Division
201 S. Jackson Street
Seattle, WA 98104-3856
Post Stop: KSC-TR-0420

Telephone: 206.310.0834
Email: tfederer@kingcounty.gov

NOTE: The Parties may periodically update this Exhibit to reflect the Parties' updated / current contact information. Each updated Exhibit shall be attached to the Agreement and shall replace / supersede the prior Exhibit, without a formal Agreement amendment unless so desired by the Parties.

**Executive Girmay Zahilay**

Chinook Building, CNK-EX-0800
 401 Fifth Avenue, Suite 800
 Seattle, WA 98104-2391

May 26, 2026

The Honorable Sarah Perry
 Chair, King County Council
 Room 1200
 COURTHOUSE

Dear Councilmember Perry:

This letter transmits a proposed Ordinance that would, if enacted, authorize execution of a license agreement with the Washington State Department of Transportation (WSDOT) for the WSDOT Ferries Division's Vashon Island Ferry Terminal (Vashon Island Terminal) for King County Metro Transit Department (Metro), Marine Division's Passenger-Only Ferry (POF) Service, commonly referred to as the King County Water Taxi.

The license agreement supports the long-term use of the Vashon Island Terminal for the King County Water Taxi and establishes the terms and conditions for continued use. The new term will begin upon contract execution for ten years, with options to extend for two successive five-year terms. The annual license fee is \$12,050.

This transaction is recommended per the rationale and considerations provided in the attached property summary. The previous license agreement authorizing use of the POF terminal from August 2011 until June 30, 2019, provided two successive, five-year extension options. Although WSDOT verbally authorized continued use, no written extension was executed. This new license agreement formalizes and ensures continued use of the POF landing for water taxi service and will supersede and replace the previous agreement.

Thank you for your consideration of this ordinance. If your staff have any questions, please feel free to contact Jennifer Lee, Real Property Agent, Capital Division, Metro Transit Department, at 206-263-8272.

The Honorable Sarah Perry

May 26, 2026

Page 2

Sincerely,

A handwritten signature in black ink, appearing to read 'Girmay Zahilay'.

for

Girmay Zahilay

King County Executive

Enclosure

cc: King County Councilmembers

ATTN: Stephanie Cirkovich, Chief of Staff, King County Council

Melani Hay, Clerk of the Council

Karan Gill, Deputy Executive, Office of the Executive

Jasmin Weaver, Chief of Staff, Office of the Executive

Hyeok Kim, Chief Operating Officer, Office of the Executive

Sierra Howlett Browne, Director of Government Relations, Office of the Executive

Garrett Holbrook, Council Relations Manager, Office of the Executive

Michelle Allison, General Manager, Metro Transit Department

KING COUNTY FISCAL NOTE - *Property Leases and Sales*

GENERAL TRANSACTION INFORMATION					
Ordinance/Motion:					
Title:	Vashon Ferry Terminal Water Taxi License				Transaction Duration:
Affected Agency/Agencies:	King County Metro Transit Department, Marine Division				Fair Market Value:
Note Prepared By:	Greg Svendenko/ Jennifer Lee RPA	Date Prepared:	3/23/2026		Legal Transaction
Note Reviewed By:	T.J. Stutman, KC Executive Office	Date Reviewed:	4/28/2026		Fiscal Transaction
Description of Request:	New License on Washington State Vashon Island dock for County's water taxi service				

FINANCIAL IMPACTS

Part 1 - Net Present Value Analysis Results

Net Present Value to King County (all impacts): ***	NA	Net Present Value to Primary Impacted Agency (customer of transaction): ***	NA
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Part 2 - Revenue and Expenditure Impacts

As of the preparation date of this fiscal note, the impact of the above legislation on the **financial affairs** of King County is *estimated* to be as indicated below:

Revenue to: ^{2,2A}

Appropriation Unit	Appr. Number	Department	Fund Number	Project Number	Revenue Account Code and Source/Description	Sum of Revenues Prior to 2026/2027	2026/2027	2026 / 2027	2028 / 2029	2030 / 2031
						\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL						\$ -	\$ -	\$ -	\$ -	\$ -

Expenditures from: ^{2,2A,3}

	Appr. Number	Department	Fund Number	Project Number	Expenditure Notes	Sum of Expenditures Prior to 2026/2027	2026/2027	2026 / 2027	2028 / 2029	2030 / 2031-35
Appropriation Unit/Expenditure Type										
Metro Transit Department License Payments		MTD		1140594	Annual Base Rent of \$12,050 per year. It will be adjusted annually with Consumer Price Index CPI adjustments not included.					
Real Estate Services Labor Costs						\$ -	\$ -	\$ -	\$ -	\$ -
King County Project Management						\$ -	\$ -	\$ -	\$ -	\$ -
Lease/License Payments/Associated O&M					Annual lease of \$12,050 plus annual CPI adjustment	\$ -	\$ -	\$ 24,100	\$ 24,100	\$ 72,300
Service Costs (Appraisal, Title, Move)						\$ -	\$ -	\$ -	\$ -	\$ -
Tenant and Other Improvements						\$ -	\$ -	\$ -	\$ -	\$ -
10% Art for General Fund Transactions						\$ -	\$ -	\$ -	\$ -	\$ -
Other Transaction Costs						\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL						\$ -	\$ -	\$ 24,100	\$ 24,100	\$ 72,300
Real Estate Services Labor Costs						\$ -	\$ -	\$ -	\$ -	\$ -
King County Project Management						\$ -	\$ -	\$ -	\$ -	\$ -
Lease Payments/Associated O&M						\$ -	\$ -	\$ -	\$ -	\$ -
Service Costs (Appraisal, Title, Move)						\$ -	\$ -	\$ -	\$ -	\$ -
Tenant and Other Improvements						\$ -	\$ -	\$ -	\$ -	\$ -
10% Art for General Fund Transactions						\$ -	\$ -	\$ -	\$ -	\$ -
Other Transaction Costs						\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL						\$ -	\$ -	\$ -	\$ -	\$ -
Real Estate Services Labor Costs						\$ -	\$ -	\$ -	\$ -	\$ -
King County Project Management						\$ -	\$ -	\$ -	\$ -	\$ -
Lease Payments/Associated O&M						\$ -	\$ -	\$ -	\$ -	\$ -
Service Costs (Appraisal, Title, Move)						\$ -	\$ -	\$ -	\$ -	\$ -
Tenant and Other Improvements						\$ -	\$ -	\$ -	\$ -	\$ -
10% Art for General Fund Transactions						\$ -	\$ -	\$ -	\$ -	\$ -
Other Transaction Costs						\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL						\$ -	\$ -	\$ -	\$ -	\$ -
Real Estate Services Labor Costs						\$ -	\$ -	\$ -	\$ -	\$ -
King County Project Management						\$ -	\$ -	\$ -	\$ -	\$ -
Lease Payments/Associated O&M						\$ -	\$ -	\$ -	\$ -	\$ -
Service Costs (Appraisal, Title, Move)						\$ -	\$ -	\$ -	\$ -	\$ -
Tenant and Other Improvements						\$ -	\$ -	\$ -	\$ -	\$ -
10% Art for General Fund Transactions						\$ -	\$ -	\$ -	\$ -	\$ -
Other Transaction Costs						\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL						\$ -	\$ -	\$ -	\$ -	\$ -
Real Estate Services Labor Costs						\$ -	\$ -	\$ -	\$ -	\$ -
King County Project Management						\$ -	\$ -	\$ -	\$ -	\$ -
Lease Payments/Associated O&M						\$ -	\$ -	\$ -	\$ -	\$ -
Service Costs (Appraisal, Title, Move)						\$ -	\$ -	\$ -	\$ -	\$ -
Tenant and Other Improvements						\$ -	\$ -	\$ -	\$ -	\$ -
10% Art for General Fund Transactions						\$ -	\$ -	\$ -	\$ -	\$ -
Other Transaction Costs						\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL						\$ -	\$ -	\$ -	\$ -	\$ -
Real Estate Services Labor Costs						\$ -	\$ -	\$ -	\$ -	\$ -
King County Project Management						\$ -	\$ -	\$ -	\$ -	\$ -
Lease Payments/Associated O&M						\$ -	\$ -	\$ -	\$ -	\$ -
Service Costs (Appraisal, Title, Move)						\$ -	\$ -	\$ -	\$ -	\$ -
Tenant and Other Improvements						\$ -	\$ -	\$ -	\$ -	\$ -
10% Art for General Fund Transactions						\$ -	\$ -	\$ -	\$ -	\$ -
Other Transaction Costs						\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL						\$ -	\$ -	\$ -	\$ -	\$ -
Real Estate Services Labor Costs						\$ -	\$ -	\$ -	\$ -	\$ -
King County Project Management						\$ -	\$ -	\$ -	\$ -	\$ -
Lease Payments/Associated O&M						\$ -	\$ -	\$ -	\$ -	\$ -
Service Costs (Appraisal, Title, Move)						\$ -	\$ -	\$ -	\$ -	\$ -
Tenant and Other Improvements						\$ -	\$ -	\$ -	\$ -	\$ -
10% Art for General Fund Transactions						\$ -	\$ -	\$ -	\$ -	\$ -
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License Property Summary

Photo of Property



Property Owner:	Washington State Department of Transportation (WSDOT) Ferries Division
Address:	10800 N Vashon Highway, Vashon, WA 98070
Rent:	\$12,050 first year rent payment then adjusted annually based on CPI.
Operational Costs:	None
Term:	10 years with two extension options of five years each
Council District:	Eight
Funding Source:	King County Metro Transit Department (Metro)
Previous Location:	Same location
Offer Timeline:	WSDOT approval requested by/around 1 st Quarter of 2026 and County Council approval requested by/around 2 nd Quarter of 2026

License Synopsis:

Washington State Department of Transportation (WSDOT) owns the Vashon Island Ferry Terminal (Vashon Island Terminal) at 10800 North Vashon Highway, Vashon, WA 98070. Metro's Marine Division (Marine Division) uses the Vashon Island Terminal passenger-only ferry landing (POF landing) for its passenger-only ferry ("POF") service, commonly referred to as the King County Water Taxi. The proposed license agreement guarantees the Marine Division the exclusive right to enter onto and use the west side of the POF landing at the Vashon Island Terminal, and grants the Marine Division a non-exclusive right to enter onto and use the east side of the POF landing.

Context

Rationale for transaction: The Marine Division had a previous license agreement to use the POF landing from August 2011 until June 30, 2019, when it expired. Although the parties did not execute a written agreement extending the term, the Marine Division continued to use the POF landing at the Vashon Island Terminal. This new license agreement will allow the County to continue using the POF landing for water taxi service.

Policy considerations: This license agreement allows the county to continue providing critical water taxi service to and from Vashon Island and is part of the Metro Connects network.

Political considerations: None

Community considerations or partnerships: The King County Water Taxi provides significant public benefit by connecting Vashon Island and downtown Seattle. This long-term license

agreement provides a measure of certainty regarding the Marine Division's use of the Vashon Island Terminal for the County's existing and continued water taxi service. Providing passenger-only service at the Vashon Island Terminal helps mitigate vehicle traffic congestion on County roadways and serves as a key transportation alternative to the frequently strained Washington State ferry system.

Fiscal considerations: The base rent is \$12,050 with an annual adjustment tied to the U.S. Consumer Price Index, and includes the option to recalculate the base rent every five years based on local moorage rates and vessel length. Continuing to use the existing POF landing and passenger staging area at the Vashon Island Terminal saves the County the cost and risk associated with securing and developing its own POF landing and facility.

Other Considerations: Another consideration for remaining at the current location is the lack of a comparable alternative. The other state terminal is at the opposite end of the island, requiring additional travel time, fuel, operational adjustments, and service impacts. The other state terminal does not offer the same nearby parking and bus connections. Other private marinas are smaller, inlet restricted, and less suitable, making the existing location the most practical and efficient option.

CIP/operational impacts: None

King County Strategic Plan impact: NA

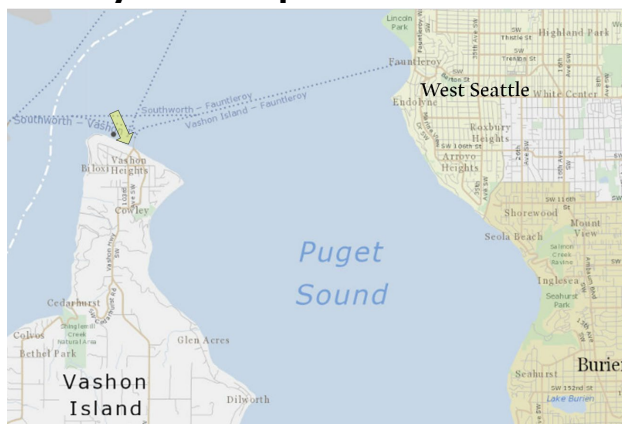
Equity and Social Justice Impact: This location serves the Seattle and Vashon Island area of King County, providing residents living in unincorporated area of King County access to county and city services located in downtown Seattle.

Energy Efficiency impact: Not Applicable

License Alternatives Analysis

Summary: N/A – not relevant for this particular transaction.

Vicinity View Map



Site Map

POF landing outlined in red.





Metropolitan King County Council Staff Report

Committee:	Transportation, Economy, and Environment Committee		
Agenda Item:	10	Analyst(s):	Sherrie Hsu
Proposed No.:	2026-0198	Meeting Date:	August 18, 2026

OVERVIEW

TOPIC: An ordinance establishing a structure and process for selecting Advisory Committee members and grant projects funded by the 2026-2031 Parks Levy and providing a recommendations report in response to a proviso.

LEGISLATION SUMMARY

In April 2025, the Council adopted Ordinance 19922 (“the levy ordinance”), which placed on the August 2025 ballot a proposition authorizing a six-year property tax levy to support King County parks, recreation, trails, and open space (“Parks Levy”) for 2026-2031. In August 2025, King County voters approved the Parks Levy, which included funding for three competitive grant programs. Concurrent with the levy ordinance, the Council also passed Motion 16797 (“the levy motion”), which detailed the Council’s intent for the use of levy funds.

The 2026-2027 Biennial Budget included a proviso¹ requiring the Executive to submit, by March 31, 2026, a Parks Levy Grants Advisory Committee Recommendations Report (“report”) with a recommended approach for advisory committee processes for the 2026-2031 Parks Levy competitive grant programs enacted by Ordinance 19922, along with an ordinance adopting the recommendations of the report. Proposed Ordinance (PO) 2026-0198 would establish a structure and selection process for the Parks Levy Advisory Committee and grant awards. The report transmitted concurrently with the PO describes the Parks and Recreation Division’s (Parks’) proposed approach to the Advisory Committee nomination process, project selection criteria, conflict-of-interest policies, and approval process for grant awards.

The PO and report were transmitted to the Council on July 17, 2026. The PO neither explicitly adopts the recommendations of the report, nor fully incorporates the recommendations into the ordinance, and therefore does not meet the requirements of the proviso.

¹ Ordinance 20023, Section 94, Proviso P4

KEY ISSUES FROM THE ANALYSIS

1. **Proviso responsiveness.** The PO neither explicitly adopts the recommendations of the report, nor fully incorporates the recommendations into the ordinance, and therefore does not meet the requirements of the proviso. The Council could amend the PO to adopt the recommendations, or if the Council wishes to make changes to the proposed process, it could adopt a Striking Amendment that reflects the Council's intent.
2. **Changes to advisory committee structure, composition requirements, and appointment process.** PO 2026-0198 would establish one 18-member advisory committee for all three grant programs under the 2026-2031 Parks Levy. The PO does not include specific requirements for committee makeup. Of the 18 members, 9 members would be appointed directly by Parks, and 9 members may be appointed by the Council, representing each Council district. Council-appointed positions would need to be confirmed by January 1 of 2027, 2029, and 2031. This means the Council-appointed positions are optional, and if Councilmembers fail to appoint a representative from their district by January 1, they would not have a representative for that two-year term.

This differs from the structure for the 2020-2025 Parks Levy, which included three separate advisory committees covering four grant programs and specific guidelines on the types of entities or organizations those positions should represent. The previous levy did not include Council appointments, but did include Council notification 30 days prior to appointments being finalized.

3. **Separation of advisory committee and grant reviewers.** PO 2026-0198 would separate the roles of the Advisory Committee and grant reviewers. Grant reviewers would independently score eligible grant applications using evaluation criteria, while the Advisory Committee would review aggregated grant application scores and recommend grant awards. This is different from the previous levy, which did not include a separate group of grant reviewers to score grants.
4. **Lack of grant evaluation criteria.** The PO does not include specific grant evaluation criteria, unlike the grant guidelines ordinance that was passed following the 2020-2025 Parks Levy.² For the 2026-2031 Parks Levy, the levy motion adopted alongside the levy ordinance includes guidelines for eligible project types and entities, but does not include additional criteria used to weigh the relative strength of applications.

² Ordinance 19166

5. **Grant approval process and Council role.** PO 2026-0198 proposes the following process: First, Parks staff would first screen applications for eligibility. Then, grant reviewers would score grant applications, and Parks staff would compile and summarize application scores. Next, the Advisory Committee would review scores and comments to develop grant funding recommendations. Finally, the DNRP Director would make final decisions on grant awards after consulting with the Executive. No Council action would be required, other than allocating funding to grant programs³ as part of the budget process.

This is different from the previous levy’s process, which required the Executive to transmit an ordinance with the grant awards for Council approval, as well as provide an annual report to the Council.

6. **Conflict-of-interest process.** PO 2026-0198 would require DNRP to maintain a conflict-of-interest process. The report includes an updated conflict-of-interest definition, reflecting work between Parks and the King County Ethics Program. The specific language is in the report but is not in the PO.

BACKGROUND & TIMING CONSIDERATIONS

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2026-2031 Parks Levy. On April 29, 2025, the Council adopted Ordinance 19922 (“the levy ordinance”), which placed on the August 2025 ballot a proposition authorizing a six-year property tax levy to support parks and open space in King County (“Parks Levy”) for 2026-2031. The levy ordinance set an initial levy rate of 23.29 cents per \$1,000 of assessed value and was expected to generate approximately \$1.45 billion over six years.

On August 5, 2025, King County voters approved the Parks Levy, which included moneys for the following:

- Up to \$40 million for Woodland Park Zoo;
- Up to \$12 million for the Seattle Aquarium;
- Up to \$2.5 million to the City of Seattle for the Memorial Stadium;
- Up to \$6 million for the Pacific Science Center;
- Up to \$6 million for Friends of Waterfront Park to be used at Seattle’s Waterfront Park;
- \$25.025 million for a Municipal Parks Capital and Open Space Passthrough distribution to towns and cities;⁴

³ as a whole, not individual projects

⁴ In the previous levy, this was a Parks Capital and Open Space Grant Program

- Up to \$68 million for aquatic facilities, including up to \$46 million for the Aquatic Facilities Grant Program, and up to \$22 million for Weyerhaeuser King County Aquatic Center
- Up to \$10 million for the Get Active/Stay Active Youth and Amateur Sports Grants;⁵
- At least \$30 million for the Healthy Communities and Parks Grant Program;⁶
- Up to \$12.5 million for the Community Partnerships and Grants Program;
- Up to \$13.5 million for the Ballfield Access and Preservation Grant Program;
- Of the remainder:
 - 40% for maintenance and operations of the open space system,
 - 50% for acquisition, conservation, stewardship, and capital improvements and major maintenance repair or replacement; and
 - 10% for distribution to towns, cities, and park districts in King County.

2026-2031 Parks Levy Grant Programs. Concurrent with the levy ordinance, the Council passed Motion 16797 (“the levy motion”), which detailed the Council’s intent for the use of the 2026-2031 levy funds. The motion included guidelines for the three competitive grant programs, summarized in Table 1.

⁵ Divided evenly among nine council districts and awarded councilmanically

⁶ Under the levy motion, \$10 million reserved for cities and towns. In the previous levy, this was known as Targeted Equity Grants.

Table 1. Summary of 2026-2031 Parks Levy Competitive Grant Programs⁷

	Purpose	Eligible entities	Eligible projects
Aquatic Facilities Grants	Funding opportunities to develop new and/or improve existing aquatic facilities in King County.	1. King County towns and cities; 2. Metropolitan park districts; 3. Public schools districts; and/or 4. Other public entities that own public aquatic facilities	Levy funding to develop new and/or improve existing aquatics facilities shall be for the following purposes: 1. Land acquisition; 2. Feasibility study; 3. Planning and design; and/or 4. Construction.
Ballfield Access and Preservation Grants	Capital projects to increase public access to ballfields.	1. Cities and towns; 2. Park districts; and/or 3. School districts	Levy funding to construct, improve, operate, or maintain ballfields shall be for the following purposes: 1. Feasibility study; 2. Planning and design; 3. Construction; and/or 4. Operations and maintenance. All projects receiving grant funding must allow new or increased public access.
Healthy Communities and Parks Grants	To increase access to and use of parks, trails, open space, and public recreation facilities, in traditionally underserved areas and communities, as well as to build programming capacities of community-based partners that provide recreation to these areas and communities. 1. Develop new and/or improve existing parks, trails, open space, and recreation facilities; and/or 2. Provide programs focusing on recreation, amateur sports, play, and physical activity.	1. 501(c)(3) nonprofit organizations; 2. Small or emerging community organizations without a 501(c)(3) status, through a partnership with a fiscal agent; 3. Tribes or tribal organizations serving residents of King County; 4. Towns and cities; and/or 5. Metropolitan park districts.	1. Levy funding to develop new and/or improve existing parks, trails, and recreation facilities shall be for the following purposes: - Land acquisition; - Feasibility study; - Planning and design; and/or - Construction. 2. Levy funding to provide programs are to be focused on recreational programming (e.g., swim programs, youth sports leagues, etc.).

⁷ Motion 16797

The previous 2020-2025 Parks Levy included four competitive grant programs: Parks Capital and Open Space Grants, Aquatic Facilities Grants, Open Space River Corridors Grants, and Targeted Equity Grants. Ordinance 19166 established the evaluation criteria and process for the grant programs. Three advisory committees oversaw the programs.

Budget proviso. The 2026-2027 Biennial Budget included a proviso⁸ that required the Executive to submit, by March 31, 2026, a Parks Levy Grants Advisory Committee Recommendations Report (“report”) with a proposed approach for the advisory committee processes for the competitive grant programs established in the 2026-2031 Parks Levy, and an ordinance adopting the proposed recommendations of the report.

Under Ordinance 20023, Section 94, Proviso P4:

“P4 PROVIDED FURTHER THAT:

Of this appropriation, \$100,000 shall not be expended or encumbered until the executive transmits a parks levy advisory committee recommendations report and an ordinance that would adopt the proposed recommendations of the report.

The report shall include the parks and recreation division's proposed approach for advisory committee processes for the competitive grant programs established in the 2026-2031 Parks levy authorized by Ordinance 19922, including, but not limited to:

- A. The nomination process for advisory committee members;*
- B. Any proposed subcommittees, including the subject matter of each subcommittee, the number of members, and entities or organizations represented;*
- C. The project selection process, including criteria used for ranking and selecting projects;*
- D. The conflict of interest policy for the 2020-2025 Parks Levy;*
- E. Discussion of concerns raised by any party about the conflict of interest policy for the 2020-2025 Parks Levy;*
- F. Recommendations for any changes proposed to the conflict of interest policy for the 2026-2031 Parks Levy, developed in collaboration with the King County board of ethics; and*
- G. The final approval process for individual grant awards.*

The executive should electronically file the report and the ordinance required by this proviso by March 31, 2026, with the clerk of the council, who shall retain an electronic copy and provide an electronic copy to all councilmembers, the council chief of staff, and the lead staff for the transportation, economy, and environment committee or its successor.”

⁸ Ordinance 20023, Section 94, Proviso P4

Amendment deadlines. If the Council wishes to take action at the September 15 regular meeting of the TrEE committee, the standard amendment deadlines are shown in Table 2:⁹

Table 2. Amendment Deadlines

Striking Amendment direction due to staff	Tuesday, September 8
Striking Amendment distribution	Thursday, September 10
Line Amendment direction due to staff	Friday, September 11

ANALYSIS

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Proposed Ordinance (PO) 2026-0198 would establish a structure and selection process for the 2026-2031 Parks Levy Advisory Committee and for grant awards. The Executive transmitted the ordinance and report to the Council on July 17, 2026. Table 3 summarizes differences between the current and proposed structure; key issues are described further in the report.

Table 3. Summary of Key Differences between 2020-2025 Parks Levy and Proposed 2026-2031 Parks Levy Advisory Committee (PO 2026-0198)

	2020-2025 Parks Levy Advisory Committees (Ordinance 19166)	Proposed Structure for 2026-2031 Parks Levy Advisory Committee (PO 2026-0198)
Parks Levy Competitive Grants	- Parks Capital and Open Space Grants - Aquatic Facility Grants - Targeted Equity Grants - Open Space River Corridor Grants	- Aquatic Facility Grants - Healthy Communities and Parks Grants¹⁰ - Ballfield Access and Preservation Grants
Advisory Committee (AC) structure	3 ACs for 4 grant programs (Parks Capital and Open Space Grants and Aquatic Facility Grants shared AC)	1 AC for 3 grant programs

⁹ King County Code 1.24.155 Rule 16: Amendments

¹⁰ Formerly known as Targeted Equity Grants

Appointment process	17- or 19-member AC; All members appointed by DNRP; DNRP required to notify Council with 30-day waiting period before appointments finalize	18 member AC, with 9 appointed by DNRP and 9 appointed by Council (by January 1 of 2027, 2029, 2031); No waiting period for DNRP appointments
Makeup of advisory committee	<i>Parks Capital and Open Space Grants and Aquatic Facility Grants AC (17 members):</i> - City/park district representatives (9) - School districts representatives (4) - Non-profit organizations (4) <i>Targeted Equity Grants AC (19 members):</i> - City/park district representatives (9) - Open Space Equity Cabinet representatives (5) - Non-profit and community-based organizations (5) <i>Open Space River Corridors Grants AC (19 members):</i> - City representatives (9) - Tribal organizations (2) - Non-profit organizations (3) - Community organizations, districts (park, flood, conservation, diking), and salmon recovery forums (5)	No specific targets around committee makeup, other than promoting “geographic representation, organizational representation, subject matter expertise, and equitable participation” of AC members and grant evaluators.
Role of grant reviewers	No separate grant reviewers	Grant reviewers to score grant applications, separate from AC
Grant evaluation criteria	Criteria included in ordinance and varies for each grant program	Criteria not specified
Council role in grant approval process	Grant awards transmitted by ordinance for Council approval; Annual report to Council	No Council action needed; No annual report

Key Issue 1. Proviso responsiveness. The PO neither explicitly adopts the recommendations of the report, nor fully incorporates the recommendations into the ordinance, and therefore does not meet the requirements of the proviso.

If the Council wishes to implement all the report recommendations, it could either amend the PO to explicitly adopt the recommendations of the report, or incorporate the recommendations fully into the PO.

Alternatively, if the Council wishes to make changes to the proposed Advisory Committee structure and process, it could amend the PO through a Striking Amendment. This Striking Amendment could include an attachment stating the parks levy grant guidelines, similar to the previous levy's Ordinance 19166. That attachment could include project eligibility, advisory committee appointment process, evaluation criteria, grant award approval process, and/or any information the Council wishes to include.

If the Council wishes to release the proviso money, the Council could include language in the Striking Amendment stating that passing the ordinance would release the money.

Key Issue 2. Changes to advisory committee structure, composition requirements, and appointment process.

Under PO 2026-0198, the Department of Natural Resources and Parks (DNRP) would establish an Advisory Committee of up to 18 members to provide program-level guidance, review aggregated grant scores, and make funding recommendations for all three competitive grant programs.

- Of these 18 members, 9 members would be recruited and appointed directly by the King County Parks and Recreation Division (Parks), and 9 members may be appointed by the Council. This means the Council-appointed positions are not required.
- For the Council-appointed positions, Councilmembers may appoint one representative from each of their respective districts, and the positions would need to be confirmed by Council motion by January 1 of 2027, 2029, and 2031. This means if Councilmembers fail to appoint a representative from their district by January 1, they would not have a representative for that two-year term. Note the first deadline would be January 1, 2027. The positions appointed by DNRP would not require Council motion.
- The committee must consist of at least nine members to conduct business.¹¹

¹¹ As written in PO, DNRP-appointed positions are required, while Council-appointed positions are optional.

- The terms would be two years. According to the report, all members could serve up to three consecutive terms, although this is not in the PO.¹²

Committee makeup. According to the PO, DNRP would establish procedures for the nomination, recruitment, and selection of the Advisory Committee members and grant reviewers that “promote geographic representation, organizational representation, subject matter expertise, and equitable participation” of both groups.

The PO does not include requirements around committee makeup in terms of representing specific types of organizations or entities. According to Parks staff, DNRP is not setting exact targets for how many individuals represent each attribute “to give the flexibility needed to ensure a full roster of qualified individuals.” The rationale for this, according to the Parks staff, is that “the rigidity of the requirements [in the previous levy] led to incomplete rosters.”

Parks staff provided to Council staff further details about what each of these characteristics mean and how DNRP would achieve each for both the Advisory Committee and grant reviewers. This detail is not included in the PO or the report.

Table 4. Additional Detail about Characteristics of Advisory Committee and Grant Reviewers (not in PO 2026-0198)

Characteristic	What this means	How this would be achieved, according to Parks staff
Geographic representation	Geographic familiarity, including where the applicants live and work, and the Council districts they are most familiar with	“Achieved through 1) the 9 representatives chosen by each Councilmember to represent their districts, and 2) a mix of individuals appointed by DNRP who work and/or live in urban or rural areas and different County regions (North, East, South, West).”
Organizational representation	Organizational affiliation and experience (professional or personal) relevant to parks, recreation, conservation, or other levy-supported investments.	“ensuring a mix of representatives from organizations, such as nonprofits, public agencies, and Tribal entities.”

¹² This could be added to the PO by a Striking Amendment.

Subject matter expertise	Organizational affiliation and experience (professional or personal) relevant to parks, recreation, conservation, or other levy-supported investments.	“confirmed through the application, with the intent that every Advisory Committee member has experience in at least one grant program area.”
Equitable participation	Demographic and background information, provided voluntarily wherever appropriate, to assist DNRP in evaluating the overall diversity and balance of the applicant pool.	“Applicants will be asked about their experience with community-led processes or participatory grantmaking.”

Comparison to 2020-2025 Parks Levy. This proposed structure is different from the 2020-2025 Parks Levy in the following ways:

- The previous levy included three separate advisory committees focusing on different grants.
- The previous levy did not require a minimum number of members to conduct business.
- The previous levy included specific requirements for the makeup of members representing types of entities or organizations (shown in Table 3 of this staff report).
- While Council had no formal role in appointments, DNRP was required to notify Council of the appointments with a 30-day notice before formally notifying appointees. According to Parks staff, “The removal of the waiting period enables DNRP to begin training the selected individuals as soon as January 1, 2027, and ensures a timely recruitment and confirmation process.”

Policy choices for the Council include whether the Council wishes to change the structure of having one committee, add requirements around committee makeup, require Council-appointed positions on the committee, change the deadlines for Council appointments, and/or require Council notification of DNRP-appointed positions.

Key Issue 3. Separation of advisory committee and grant reviewers.

Under PO 2026-0198, DNRP would be responsible for recruiting and training grant reviewers to independently score eligible grant applications using standardized evaluation criteria.

Recruitment. According to Parks staff, DNRP would use a process “substantially similar to the process from the 2020-2025 Parks Levy, under which DNRP conducted recruitment, reviewed applications, and selected Advisory Committee members based on the committee’s qualifications and needs.”

For grant reviewers, “Applicants will go through a similar application and review process to that used for Advisory Committee members, plus the addition of experience reviewing grants or administering public funding or evaluating programs where applicable.”

Training. According to Parks staff, no additional staffing resources would be needed to train grant reviewers: “DNRP will implement the proposed training model within existing staff and resources, building on past successful recruitments and trainings.”

Parks staff provided the following rationale for having a separate role for grant reviewers: “DNRP’s experience with this approach has demonstrated that defined roles, standardized evaluator training, and a consistent scoring framework support a transparent grant review process and provide decision-makers with reliable evaluation results to inform funding recommendations.”

Comparison to 2020-2025 Parks Levy. The previous levy did not include separate grant reviewer scoring of applications.

Key Issue 4. Lack of grant evaluation criteria. The PO does not specify the grant evaluation criteria. According to Parks staff, “Evaluation criteria will be designed to reflect the purpose and objectives of its grant program. DNRP would consider:

- The adopted grant program guidelines, goals, eligibility requirements, and applicable ordinance language;
- Vetted and extensive evaluation criteria and scoring rubrics used in previous Parks Levy grant cycles (especially relevant for Aquatic Facilities and Healthy Communities & Parks, which are continuing from the last Levy);
- Feedback received from prior applicants, grant evaluators, and Advisory Committee members regarding the effectiveness and clarity of past evaluation criteria; and

- Input gathered through the community engagement conducted during spring 2026 on the grant program guidelines.”

According to Parks staff, the Advisory Committee could also recommend improvements to criteria before subsequent cycles, and this feedback would “help to ensure evaluation criteria remain clear and aligned with the strategic goals of the Levy. Evaluation criteria will be publicly shared prior to each application cycle.”

Comparison to 2020-2025 Parks Levy. In the previous levy, the attachments to the grant guidelines ordinance¹³ specified the project selection criteria, which included both the eligibility criteria as well as additional criteria to weigh the relative strength of applications. For the 2026-2031 Parks Levy, the eligibility criteria was included in the levy motion (summarized in Table 1 of this staff report), but additional criteria do not appear in this PO.

If Council wishes to adopt specific project selection criteria, it would need to be incorporated into the PO or into an attachment to the PO.

Key Issue 5. Grant approval process and Council role. PO 2026-0198 provides the following grant approval process:

1. DNRP would prepare and advertise requests for grant proposals and receive applications.
2. DNRP would conduct eligibility screening of applications, ensuring applicant eligibility, application completeness, and application alignment with grant program goals and grant project types.
3. Grant reviewers would score grant applications using a standard scoring guide.
4. DNRP would compile and summarize application scores.
5. The Advisory Committee would review application scores, reviewer comments, and staff analyses to develop grant funding recommendations consistent with grant program goals and County policies.
6. The DNRP Director would make final decisions on grant awards after consulting with the Executive, informed by evaluation results and advisory committee recommendations.¹⁴ The PO does not include Council action to approve grant

¹³ Ordinance 19166

¹⁴ The report describes, in different places, “briefing” the Executive (page 5) and “consulting with” the Executive (pages 1 and 8), while the PO states “consulting with” the Executive. This could be clarified in a Striking Amendment.

awards. According to the report, Council would be notified of grant awards prior to public announcement, but this is not in the PO.¹⁵

Comparison to 2020-2025 Parks Levy. The previous levy's grant guidelines required the Executive to transmit an ordinance for Council to approve grant awards, as well as provide an annual report on the status of grant programs, including information on the number of proposals received, projects awarded, and a summary of completion of past projects.

Whether the Council wishes to amend the PO to require Council action, or require an annual status report or briefing, would be a policy choice.

Key Issue 6. Conflict-of-interest process. DNRP would be required to maintain a conflict-of-interest (COI) process governing Advisory Committee members and grant reviewers. The definition is not in the PO but is in the report (the full definition is provided further in this staff report). If the Council wishes to formally adopt this COI definition, it could amend the PO to do so.

According to the report, Parks worked with King County's Ethics Program to review and expand the COI definition. Changes include:

- Process considers a period of potential conflict beyond one year
- Remove reference to specific dollar amount regarding compensation or gifts
- Use King County Code for the definition of "close relative" or "immediate family"
- Request disclosure for possible perceived COI

Parks Levy Grants Advisory Committee Recommendations Report. The report provides more detail on DNRP's proposed approach to the grant advisory committee and grant selection process. According to the report, DNRP developed the report based on outreach with the Open Space Equity Cabinet and community partners through five forums between January and March 2026, as well as an online public survey. Recommendations from community engagement and from previous Advisory Committee members informed the proposed structure and processes for the 2026-2031 levy.

¹⁵ The report states that the Council would receive a briefing, but this is not in the PO. This could be clarified in a Striking Amendment.

A. Advisory Committee nomination process.

Parks would conduct open recruitment for the nine DNRP-appointed positions, including public posting and broad outreach through community networks, partner organizations, and county communication channels. The Parks Director would select members based on criteria including:

- Relevant subject matter expertise;
- Demonstrated commitment to equity;
- Experience with and ability to represent underserved communities; and
- Capacity to participate consistently over a two-year term.

One advisory committee would oversee all three grant programs. According to the report, this would “help to ensure consistent, equitable program administration across the three programs and incorporate community feedback that the [advisory committee] be able to critically review individual grant proposals against community needs and County priorities. The previous levy mandated separate advisory committees for each grant program, with specific requirements for who could serve as a member and how many members were included on each committee. However, this approach created some challenges, including difficulty recruiting and retaining a full roster of qualified members.”

B. Subcommittee structures

The report does not recommend any subcommittees. According to the report, membership in the one Advisory Committee would reflect:

- Geographic diversity across King County, including rural, suburban, and urban communities;
- Representation from a range of organization types, including community-based organizations and local governments; and
- Demonstrated expertise in one or more of the following areas:
 - Equity and social justice
 - Parks, recreation, and open space planning
 - Public health and community wellbeing

- Capital project development and/or recreation programming delivery

C. Project selection criteria

According to the report, project selection for grant awards would include four steps:

1. Eligibility review: Parks staff would conduct a technical review of applications to confirm eligibility based on program requirements, application completeness, and project alignment with specific goals and eligible project types.
2. Application scoring: Eligible applications would be evaluated and scored by trained grant reviewers. According to the report, this process has been used for the Parks' Youth and Amateur Sports Grant program for several grant cycles and has helped to ensure a sufficient number of reviews and consistent treatment of applications. According to the report, Parks would recruit approximately 50 grant reviewers per cycle to ensure each application is scored at least three times. Scoring would be based solely on information provided in the application materials and follow criteria published in advance of the application process. Criteria could include:
 - Project alignment to the grant program's goals
 - Project readiness and feasibility
 - Demonstrated community need and benefit
 - Alignment with equity goals and service to historically underserved communities
 - Organizational capacity to successfully implement the project

Reviewer scores and comments would be compiled by Parks staff and shared with the Advisory Committee.

3. Advisory committee review and recommendations: The Advisory Committee would review scored applications, reviewer comments, and staff analyses to develop funding recommendations. The committee could request clarification or additional information from applicants and consider factors that may not be fully captured through application scoring alone, including:
 - a. Alignment with King County priorities and levy goals
 - b. Geographic distribution of funding
 - c. Multiple applications supporting the same project

- d. Project-specific risks or opportunities
 - e. Organizational capacity and long-term sustainability
4. Final decisions: The DNRP Director would make final funding decisions after consulting with the Executive.

D. Conflict-of-interest policies for 2020-2025 Parks Levy

For the 2020-2025 Parks Levy, a “conflict of interest” was defined as any situation in which an individual, or a member of their immediate family (spouse, child, domestic partner, parents, or dependent relatives), had a financial, personal, or legal relationship with a potential applicant within the previous calendar year. A “potential applicant” included any eligible entity under the grant program, such as cities, towns, park districts, school districts, King County agencies, special purpose districts, nonprofit organizations, fiscally sponsored organizations, tribal organizations, salmon recovery forums, or other public entities.

The definition was used internally; it was not adopted formally as part of an ordinance.

E. Discussion of 2020-2025 conflict-of-interest process

According to the report, in 2025, after grant awards were finalized, an Aquatics Facilities grant applicant raised a concern regarding a potential COI from an Advisory Committee member. They believed this COI led to the project not receiving an award. Parks worked with King County’s Prosecuting Attorney’s Office to review the information and found no COI. Still, Parks worked with the King County Ethics Program in spring 2026 to further refine the COI definition and process.

F. Recommended changes to conflict-of-interest process

The recommended changes to the COI definition include the following.

1. Process considers a period of potential conflict beyond one year
2. Remove reference to specific dollar amount regarding compensation or gift
3. Use King County Code for the definition of “close relative” or “immediate family”
4. Request disclosure for possible perceived COI.

Table 5 includes the previous and proposed definitions.

Table 5. Previous and Proposed New “Conflict of Interest” Definition

<i>2020-2025 Parks Levy definition for “conflict of interest”</i>	<i>2026-2031 Parks Levy proposed new definition for “conflict of interest”¹⁶</i>
For the 2020–2025 parks levy, a “conflict of interest” was defined as any situation in which an individual, or a member of their immediate family (spouse, child, domestic partner, parents, or dependent relatives), had a financial, personal, or legal relationship with a potential applicant within the previous calendar year. A “potential applicant” included any eligible entity under the grant program, such as cities, towns, park districts, school districts, King County agencies, special purpose districts, nonprofit organizations, fiscally sponsored organizations, tribal organizations, salmon recovery forums, or other public entities. Examples of COI included: • Serving as a staff member or board member of an applicant organization; • Receiving compensation, gifts, or other items of value exceeding \$50 from an applicant; • Holding a financial interest in property associated with the applicant’s project; • Providing a letter of support for an applicant; and • Participating in a formal or informal partnership with an applicant.	For the 2026–2031 levy, a “conflict of interest” will be defined as any situation in which an individual, or that individual’s “close relative” had a financial, personal, or legal relationship with an applicant within the past three years. "Close relative" includes: spouse, domestic partner, parent, child, child of domestic partner, sibling, aunt, uncle, niece, nephew, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or relatives of a domestic partner who would be included in this list if the subject and the domestic partner were married – KCC 3.04.017(J). Applicants may include any entity eligible under the grant program guidelines, such as cities, towns, park districts, school districts, special purpose districts, nonprofit organizations, fiscally sponsored organizations, tribes, or other public entities Examples of COI include, but are not limited to: • Serving as a staff member or board member of an applicant organization; • Receiving compensation, gifts, or other items of value from an applicant; • Holding a financial interest in property associated with the applicant’s project; • Providing a letter of support for an applicant; • Participating in a formal or informal partnership with an applicant; • Demonstrating previous bias or partiality for or against the applicant organization or project through personal or professional conduct; and • Other possible perceptions of COI.

¹⁶ This definition is in the report but not in the PO. This could be added through a Striking Amendment if the Council wishes to formally adopt this definition.

5. Final approval process for grant awards.

The report outlines the following proposed process:

- Parks staff would conduct a technical review of all submissions to confirm eligibility and alignment with specific grant program criteria.
- Eligible applications would be independently scored by grant reviewers using standardized scoring criteria, based only on information provided in applications.
- Parks staff would compile and summarize application scores.
- The Advisory Committee would review compiled scores, scorer feedback, and staff analysis to develop a recommended list of projects for funding. The committee would consider both quantitative and qualitative factors, including alignment with grant program goals, equity considerations, and the overall balance of investments across communities and project types.
- The DNRP Director would make final decisions on grant awards, “based primarily, but not exclusively, on these recommendations.”¹⁷ DNRP would brief¹⁸ the Executive on grants recommendations prior to finalizing decisions. According to the report, the Director’s decision would consider the committee’s recommendations, program objectives, and applicable County policies.
- The Council would be notified of the awards prior to public announcement.¹⁹

INVITED

- Warren Jimenez, Parks Division Director, Department of Natural Resources and Parks

ATTACHMENTS

1. Proposed Ordinance 2026-0198
2. Parks Levy Advisory Committee Recommendations Report
3. Transmittal Letter
4. Fiscal Note

¹⁷ Parks Levy Advisory Committee Recommendations Report, page 8.

¹⁸ The report describes, in different places, “briefing” the Executive (page 5) and “consulting with” the Executive (pages 1 and 8), while the PO states “consulting with” the Executive. This could be clarified in a Striking Amendment.

¹⁹ The report states that the Council would receive a briefing, but this is not in the PO. This could be clarified in a Striking Amendment.



KING COUNTY

Signature Report

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

Ordinance

Proposed No. 2026-0198.1

Sponsors

1 AN ORDINANCE relating to the process of selection for
2 advisory committee members and grant projects funded by
3 Ordinance 19922 and relating to a budget proviso and
4 requesting a report recommending an approach to grants
5 advisory committee processes in the 2026-2027 Biennial
6 Budget Ordinance, Ordinance 20023, Section 94, Proviso
7 P4.

8 **STATEMENT OF FACTS:**

- 9 1. On April 17, 2019, the King County council adopted Ordinance 18890,
10 which called for a special election to authorize the King County parks,
11 recreation, trails, and open space levy for 2020-2025.
- 12 2. On August 6, 2019, King County voters approved the parks levy,
13 which included moneys for various grant programs to include targeted
14 equity, aquatics facilities, open space - river corridors and urban parks and
15 open spaces. Experience from the 2020–2025 parks levy grant programs
16 identified opportunities to improve the grantmaking process.
- 17 3. On April 29, 2025, the King County council adopted Ordinance 19922,
18 which called for a special election to authorize the King County parks,
19 recreation, trails, and open space levy for 2026-2031.

- 20 4. On August 5, 2025, King County voters approved the parks levy,
21 which included moneys for various competitive grant programs to include
22 aquatics facilities, ballfield access and preservation, and healthy
23 communities and parks.
- 24 5. Ordinance 19922 requires the implementation of grant programs to
25 support equitable access to parks, recreation, and open space across King
26 County.
- 27 6. The 2026-2027 Biennial Budget Ordinance, Ordinance 20023, Section
28 94, Proviso P4, requires the transmittal of a report recommending the
29 proposed structure for advisory committees and an updated conflict of
30 interest process governing parks levy grant programs.
- 31 7. The department of natural resources and parks administers parks levy
32 grant programs and is responsible for ensuring that funding decisions are
33 made in a transparent, equitable, and accountable manner.
- 34 8. The advisory committee structure in this ordinance separates advisory
35 functions from application scoring responsibilities to improve consistency,
36 reduce conflicts of interest, and align with best practices in public grant
37 administration.
- 38 9. The conflict of interest process referred to in this ordinance has been
39 developed in coordination with the ethics program to ensure compliance
40 with applicable standards and to provide clear guidance for participants in
41 the grantmaking process.

42 10. Approval of this ordinance is necessary to implement the 2026–2031
43 parks levy grant programs and to enable timely distribution of funds to
44 eligible recipients.

45 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

46 SECTION 1.

47 A. The parks levy grant programs authorized under Ordinance 19922 shall be
48 administered using an advisory committee structure and grant evaluation process
49 designed to promote transparency, equity, and accountability.

50 B. The department of natural resources and parks shall establish an advisory
51 committee of up to eighteen members to provide program-level guidance, review
52 aggregated grant scores, and make funding recommendations in alignment with grant
53 program priorities and parks levy goals. Nine members shall be recruited by King
54 County parks and recreation division, and an additional nine members may be appointed
55 by the King County council. The advisory committee must consist of no less than nine
56 members in order to conduct business.

57 C. The department of natural resources and parks shall recruit and train a pool of
58 grant reviewers to independently score eligible grant applications using standardized
59 evaluation criteria.

60 D. The department of natural resources and parks shall maintain a conflict of
61 interest process governing advisory committee members and grant reviewers.

62 E. The department of natural resources and parks shall establish procedures for
63 nomination, recruitment, and selection of the advisory committee members and grant
64 reviewers that promote geographic representation, organizational representation, subject

65 matter expertise, and equitable participation. Advisory committee members selected
66 through the process under this subsection shall serve a term of two years. The parks
67 division director shall oversee advisory committee and grant reviewer selection

68 F. King County councilmembers may appoint one representative from each of
69 their respective districts to the advisory committee for a two-year term. Appointments
70 shall be confirmed by motion by the King County council by January 1 of 2027, 2029,
71 and 2031.

72 G. The department of natural resources and parks shall prepare and advertise
73 requests for grant proposals and receive applications.

74 H. The department of natural resources and parks shall conduct eligibility
75 screening of applications, ensuring applicant eligibility, application completeness, and
76 application alignment with grant program goals and grant project types.

77 I. Grant reviewers shall score grant applications using a standard grant scoring
78 guide. The department of natural resources and parks shall compile and summarize
79 application scores.

80 J. The advisory committee shall review application scores, reviewer comments,
81 and staff analyses to develop grant funding recommendations consistent with grant
82 program goals and County policies.

83 K. The director of the department of natural resources and parks shall make final
84 decisions on grant awards after consulting with the executive of King County, informed
85 by evaluation results and advisory committee recommendations.

86 L. The department of natural resources and parks shall maintain documentation
87 of scoring processes, conflict of interest disclosures, and funding decisions to support
88 transparency and accountability.

89 M. The department of natural resources and parks is authorized to adopt
90 administrative procedures necessary to implement this section.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

ATTEST:

APPROVED this ____ day of _____, _____.

Attachments: None

Parks Levy Grants Advisory Committee Recommendations Report

July 2026



King County

Summary

This report is developed in accordance with King County Budget Ordinance 20023, Section 94, Proviso 4, which requires the Executive to submit a Parks Levy Grants Advisory Committee Recommendations Report and an ordinance for the 2026-2031 Parks Levy competitive grant programs enacted by Ordinance 19922 and Motion 16797. This report outlines King County Parks Division's (Parks) proposed approach to Advisory Committee processes, including:

- Advisory Committee nomination process;
- subcommittee structures;
- project selection criteria;
- conflict-of-interest (COI) policies; and
- the final approval process for grant awards.

In preparing this report, Parks conducted extensive outreach. Parks engaged the Open Space Equity Cabinet (OSEC) and community partners through five forums between January and March 2026, as well as conducting an online public survey. Recommendations from that community engagement, as well as feedback from previous Parks Grant Advisory Committee members, informed the proposed structure of the Advisory Committee (AC) and related procedures.

King County Parks proposes establishing a single AC to oversee each of its three competitive grant programs included in the 2026-2031 Parks levy: the Aquatic Facilities, Ballfield Access and Preservation, and Healthy Communities and Parks. The AC would consist of up to 18 members, nine of whom will be selected by Parks and nine of whom may be appointed by King County Council. Parks appointees shall be selected through an open, transparent process to represent geographic and organizational diversity, as well as expertise in equity, parks planning, public health, community well-being, and/or capital project development. An additional nine members may be appointed by King County Council, with each King County Councilmember having the opportunity to appoint one member from their Council District for a two-year term. The nine members chosen by the Council shall be confirmed by Council by January 1 of 2027, 2029, and 2031 to ensure adequate time to train members prior to the biennial Parks Levy Grants Request For Proposal process. The AC must have a minimum of nine of the 18 members to conduct business.

The report also details a structured, four-step grant project selection process: eligibility review conducted by Parks staff; independent scoring by trained, community-based grant evaluators; Advisory Committee funding recommendations, incorporating both staff analysis and evaluator scoring; with final funding decisions made by the Director of the Department of Natural Resources and Parks after consultation with the King County Executive.

The report documents the existing Conflict of Interest (COI) process and outlines potential refinements, including expanded disclosure requirements and additional safeguards against bias. Parks staff, the Prosecuting Attorney Office, and the Ethics Program have jointly reviewed the COI framework and identified opportunities to strengthen disclosures and bias safeguards.

Final funding decisions will be made by the DNRD Director, with the County Council receiving a briefing prior to a public announcement to support transparency. These processes are also reflected in a proposed ordinance establishing the Advisory Committee's structure and responsibilities.

The Advisory Committee structure, project selection process, COI process, and final approval pathways form the basis for the proposed ordinance accompanying this report. Together, they aim to ensure the 2026–2031 Parks Levy is administered in a transparent, equitable, and community-responsive manner consistent with County values and expectations.

Report Requirements

The text of Proviso 4 of Ordinance 20023 (2026-2027 Biennial Budget) is included as “Appendix B – Proviso Requirements” at the end of this report. The report responds to each requirement.

A. 2026-2031 Advisory Committee Nomination Process

The Advisory Committee will be composed of both recruited and appointed members. Parks will recruit nine AC members through an open, transparent process to represent geographic and organizational diversity, as well as expertise in equity, parks planning, public health, community well-being, and/or capital project development. In addition, each King County Councilmember will have the opportunity to appoint one AC member from their council district for a two-year term. Council appointments shall be confirmed by Council by January 1 of 2027, 2029, and 2031. The Parks Levy Grants Advisory Committee will recommend awards for the competitive grant programs authorized in Ordinance 19922 and Motion 16797. This approach is informed by recommendations from the Open Space Equity Cabinet and extensive community engagement conducted between January and April 2026. A summary of that engagement effort is in Appendix A.

Recruitment and Selection Process

Parks will conduct an open call for Advisory Committee members to recruit nine seats. The recruitment process will include:

- Public posting and broad outreach through community networks, partner organizations, and county communication channels
- A standardized application process with clearly defined qualifications and expectations

The Parks Division Director will select AC members based on transparent criteria, including:

- Relevant subject matter expertise;
- Demonstrated commitment to equity;
- Experience with and ability to represent underserved communities; and
- Capacity to participate consistently over a two-year term.

King County Councilmembers may appoint one representative from their district to the Advisory Committee for each two-year term. All AC members may serve up to three consecutive terms.

The AC will oversee three levy-funded competitive grant programs, including Aquatic Facilities, Ballfield Access and Preservation, and Healthy Communities and Parks. This will help to ensure consistent, equitable program administration across the three programs and incorporate community feedback that the AC be able to critically review individual grant proposals against community needs and County priorities. The previous levy mandated separate advisory committees for each grant program, with specific requirements for who could serve as a member and how many members were included on each committee. However, this approach created some challenges, including difficulty recruiting and retaining a full roster of qualified members.

The proposed approach will address these challenges by broadening the pool of eligible and interested candidates and ensure funding recommendations are made with full visibility across programs, as well as improve transparency in decision-making.

Compensation for Advisory Committee members will be based on the recently updated DNRP Community Compensation policy. This approach is intended to reduce barriers to participation, support a diverse and representative group of Advisory Committee members, encourage full participation of the Advisory Committee in important meetings, and recognize that participation requires a meaningful commitment beyond existing professional responsibilities.

B. Advisory Committee Responsibilities and Structure

Responsibilities of the Advisory Committee

The Advisory Committee will:

1. Review and provide recommendations on Parks grant program administration and application processes
2. Review aggregated grant application scores and staff analyses
3. Develop recommendations for grant awards across the three levy-funded competitive grant programs
4. Commit to a two-year term, with the ability to serve up to three consecutive terms

The AC will consist of up to 18 members, with a minimum of 9 active members. This ensures a group large enough to reflect diverse lived experiences and subject-matter expertise across King County while remaining an environment that supports thoughtful collaboration and cohesive, well-reasoned decision-making. Membership will reflect:

- Geographic diversity across King County, including rural, suburban, and urban communities
- Representation from a range of organization types, including community-based organizations and local governments
- Demonstrated expertise in one or more of the following areas:
 - Equity and social justice
 - Parks, recreation, and open space planning
 - Public health and community wellbeing
 - Capital project development and/or recreation programming delivery

This structure reflects community feedback, emphasizing the importance of balanced representation and lived experiences of the AC members. No subcommittees are recommended.

C. Grant Project Selection Process

Parks proposes a structured, four-step project selection process for the competitive grant programs designed for consistency, transparency, and alignment with levy priorities. This process is supported by feedback from previous Advisory Committees and the community to train evaluators deeply on the intricacies of the grant application and process. Full details of the process, including scoring criteria and evaluation materials, will be published publicly in advance of each Request for Applications (RFA).

Step 1: Eligibility Review

All submitted applications will undergo an initial technical review conducted by Parks staff for alignment with the purposes of Ordinance 19922 and Motion 16797. This review will confirm applicant eligibility based on program requirements, completeness of the application, and project alignment with the specific goals and eligible project types of the grant program.

Applications that do not meet minimum eligibility requirements will not advance to scoring.

Step 2: Application Scoring

Eligible applications will be evaluated and scored by trained Grant Reviewers. Reviewers will be recruited, selected through a fair and transparent application process, and trained by Parks staff to ensure consistency and fairness in scoring. This process, which has been used for Parks' Youth and Amateur Sports Grant program for several grant cycles, will help ensure a sufficient number of reviews and consistent treatment of applications. In line with the DNRP's Community Compensation policy, reviewers will be eligible for compensation for their time. Approximately 50 per RFA will be recruited to ensure each application is scored a minimum of three times.

Scoring will be based solely on the information provided within the application materials and will follow standardized criteria published in advance of the application process. Criteria will be tailored to each grant program for that year's grant cycle, and are expected to include:

- Project alignment to the grant program's goals
- Project readiness and feasibility
- Demonstrated community need and benefit
- Alignment with equity goals and service to historically underserved communities
- Organizational capacity to successfully implement the project

Reviewer scores and comments will be compiled by Parks staff and shared with the AC.

Step 3: Advisory Committee Review and Recommendations

The AC will review scored applications, reviewer comments, and staff analyses to develop funding recommendations. Parks staff will facilitate this process to ensure consistency with program guidelines and applicable policies.

As part of its review, the AC may, at its discretion:

- Request clarification or additional information from applicants through a fair and consistent process
- Consider factors that may not be fully captured through application scoring alone, including:
 - Alignment with King County priorities and levy goals
 - Geographic distribution of funding
 - Multiple applications supporting the same project
 - Project-specific risks or opportunities
 - Organizational capacity and long-term sustainability

This step is intended to provide a qualitative review that complements the quantitative scoring process. Based on this process, the Advisory Committee will develop a list of recommended projects for funding.

Step 4: Final Decision

Final funding decisions will be made by the DNRP Director and shared with the County Council in advance of public announcement. The department will brief the Executive on the grant recommendations prior to finalizing decisions. The Director's decision will reflect consideration of the AC's recommendations, program objectives, and applicable County policies.

D. 2020-2025 Advisory Committee Conflict of Interest Process

The Parks and Recreation Division implemented a structured, multi-step conflict of interest (COI) process for Advisory Committee members and Grant Evaluators during each funding cycle of the 2020–2025 Parks Levy. The purpose of this process was to encourage impartiality, maintain public trust, and uphold the integrity of funding decisions.

The COI process followed a consistent sequence during each grant cycle:

1. **Application Submission and Compilation:** After applications closed, Parks staff compiled a complete list of eligible applicants for each grant program.
2. **Initial COI Attestation Prior to Assignment:** Advisory Committee members and evaluators reviewed the full list of applicants and completed an initial COI disclosure before applications were assigned for scoring. This step ensured that known conflicts were identified early and that assignments avoided reviewers with conflicts.
3. **Application-Level COI Confirmation:** A second COI attestation was required within the evaluation system prior to an Advisory Committee member or evaluator accessing and scoring each individual application. This step served as an additional safeguard in case new or previously unrecognized conflicts were identified.
4. **Recusal from Discussion and Recommendation:** Individuals with a confirmed or potential identified conflict were removed from discussions and recommendations related to the affected application during all Advisory Committee meetings.

Definition of Conflict of Interest

For the 2020–2025 parks levy, a “conflict of interest” was defined as any situation in which an individual, or a member of their immediate family (spouse, child, domestic partner, parents, or dependent relatives), had a financial, personal, or legal relationship with a potential applicant within the previous calendar year. A “potential applicant” included any eligible entity under the grant program, such as cities, towns, park districts, school districts, King County agencies, special purpose districts, nonprofit organizations, fiscally sponsored organizations, tribal organizations, salmon recovery forums, or other public entities.

Examples of COI included:

- Serving as a staff member or board member of an applicant organization;
- Receiving compensation, gifts, or other items of value exceeding \$50 from an applicant;
- Holding a financial interest in property associated with the applicant’s project;
- Providing a letter of support for an applicant; and
- Participating in a formal or informal partnership with an applicant.

E. Discussions of 2020-2025 Conflict of Interest Process

In 2025, after grant award decisions were finalized, a concern was raised by an Aquatics Facilities grant applicant regarding a potential COI from an Advisory Committee member, which they believed led to the project not receiving an award. Since the inception of the Parks Levy grant programs, this has been the only concern Parks has received regarding a potential COI related to the Advisory Committee or Grant Evaluator process. Parks worked with King County’s Prosecuting Attorney’s office to review the information shared by this applicant and it was found that there was no COI as defined. Nonetheless, Parks worked with the Ethics Program in spring 2026 to further

refine the COI definition and process, with the intention of strengthening transparency and public trust in the grant process.

F. Recommended changes to the Conflict of Interest Process

Parks reviewed and expanded the COI process, in collaboration with King County's Ethics Program, which had not been involved in creating the existing process for the previous levy.

Highlighted changes to the COI process:

- Process considers a period of potential conflict beyond one year
- Remove reference to specific dollar amount regarding compensation or gifts
- Use King County Code for the definition of "close relative" or "immediate family"
- Request disclosure for possible perceived COI

As such, the following language has been reviewed by the King County Ethics Program and will be used to identify potential COI for Advisory Committee members and Grant Evaluators during the COI process for the 2026-2031 levy:

For the 2026–2031 levy, a "conflict of interest" will be defined as any situation in which an individual, or that individual's "close relative" had a financial, personal, or legal relationship with an applicant within the past three years. "Close relative" includes: spouse, domestic partner, parent, child, child of domestic partner, sibling, aunt, uncle, niece, nephew, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or relatives of a domestic partner who would be included in this list if the subject and the domestic partner were married - KCC 3.04.017(J).

Applicants may include any entity eligible under the grant program guidelines, such as cities, towns, park districts, school districts, special purpose districts, nonprofit organizations, fiscally sponsored organizations, tribes, or other public entities

Examples of COI include, but are not limited to:

- Serving as a staff member or board member of an applicant organization;
- Receiving compensation, gifts, or other items of value from an applicant;
- Holding a financial interest in property associated with the applicant's project;
- Providing a letter of support for an applicant;
- Participating in a formal or informal partnership with an applicant;
- Demonstrating previous bias or partiality for or against the applicant organization or project through personal or professional conduct; and
- Other possible perceptions of COI.

Using this updated COI definition in the 2026-2031 levy, Parks will continue to administer a multistep process where potential COI are disclosed by Advisory Committee Members and Grant Evaluators, and individuals with a confirmed or potential conflict will be removed from scoring, discussions, and recommendations related to the affected application.

G. Approval of Grant Projects

As outlined in Section C, Parks proposes a clear, structured final approval process for individual grant awards that builds on technical review, independent scoring, and an AC's recommendation, culminating in a final decision by the DNRP Director after consultation with the King County Executive.

Parks staff will conduct a technical review of all submissions to confirm eligibility and alignment with the specific grant program criteria. Only applications that meet these requirements will advance to the scoring phase. Eligible applications will then be independently scored by trained Grant Evaluators. Scorers will apply standardized scoring criteria, and their assessments will be based solely on the information provided within each application. Scores and comments will be compiled by Parks staff and presented in aggregate form.

The AC will review the compiled scores, scorer feedback, and supporting staff analysis to develop a recommended list of projects for funding. In doing so, the AC will consider both quantitative scores and qualitative factors, including alignment with grant program goals, equity considerations, and the overall balance of investments across communities and project types. This level of review aligns to community feedback for AC discretion.

Based primarily, but not exclusively, on these recommendations, the DNRP Director will make the final decision on grant awards. The department will brief the Executive on grants recommendations prior to finalizing decisions. The Director's decision will reflect consideration of the AC's recommendations, program objectives, and applicable County policies.

The County Council will be notified of the proposed awards prior to public announcement. This step supports transparency and ensures Council awareness of funding decisions in advance of formal communication to applicants and the public.

Conclusion

The proposed improvements highlighted in this report to the AC processes create clearer expectations, stronger safeguards, and greater transparency, which together reinforce public trust in Advisory Committee decisions. The updated COI framework for the 2026–2031 Parks Levy strengthens the integrity of the grantmaking process by expanding disclosure requirements, lengthening the review period for potential conflicts, and incorporating guidance from the King County Ethics Program.

The structured four-step grant project selection process, which includes eligibility review, independent scoring by trained community evaluators, Advisory Committee review, and final funding decisions by the DNRP Director, provides a consistent and equitable approach to recommending projects. Combined with the single, centralized Advisory Committee model, this structure improves alignment across programs, strengthens recruitment and retention of qualified members, and supports clear and accountable decision-making.

The updates to the Advisory Committee structure, project selection process, and conflict-of-interest framework are directly aligned with the community input gathered through Parks' extensive engagement with OSEC and community partners in spring 2026. These changes

reflect the priorities, themes, and recommendations consistently raised during those forums and the public survey.

These updates support fair, transparent, and community-centered administration of the next levy cycle and help ensure that funding recommendations reflect community priorities and uphold public confidence in the process.

Report Appendix A – Community Engagement Summary

Report Appendix B – Proviso Requirements:

Proviso 4 of Ordinance 20023 (2026-2027 Biennial Budget) requires the following:

Of this appropriation, \$100,000 shall not be expended or encumbered until the executive transmits a parks levy advisory committee recommendations report and an ordinance that would adopt the proposed recommendations of the report. The report shall include the Parks and Recreation Division's proposed approach for advisory committee processes for the competitive grant programs established in the 2026-2031 Parks levy authorized by Ordinance 19922, including, but not limited to:

- A. The nomination process for advisory committee members;
- B. Any proposed subcommittees, including the subject matter of each subcommittee, the number of members, and entities or organizations represented;
- C. The project selection process, including criteria used for ranking and selecting projects;
- D. The conflict of interest (COI) policy for the 2020-2025 Parks Levy;
- E. Discussion of concerns raised by any party about the COI policy for the 2020-2025 Parks Levy;
- F. Recommendations for any changes proposed to the COI policy for the 2026-2031 Parks Levy, developed in collaboration with the King County board of ethics; and
- G. The final approval process for individual grant awards.

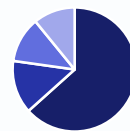
The executive should electronically file the report and the ordinance required by this proviso by March 31, 2026, with the clerk of the council, who shall retain an electronic copy and provide an electronic copy to all councilmembers, the council chief of staff, and the lead staff for the transportation, economy, and environment committee or its successor.

Grants Community Engagement

Project Background and Community Engagement

In August 2025, King County voters approved a new 6-year King County Parks levy (2026-2031), which includes \$117 million for new and updated grant programs. These grant programs aim to preserve and increase equitable access to public recreation by supporting community investments in parks, trails, open spaces, recreation facilities, and programs. King County Parks conducted community engagement to inform the administration of these grant programs. Participation included:

- An online survey with **233 respondents** across all King County council districts
- **5 community forums** with a total of 52 participants from community organizations, cities, towns, Tribes, and other public grant makers.
- Participants represented the following sectors: 64% nonprofit, 14% other, 12% city or town, 11% local government agency



Results

Equity & Impact

When asked which measures of equity are most important for these grant programs, respondents prioritized projects that

- **Serve historically marginalized communities**, defined as low-income, Black, Indigenous, and People of Color, non-English speaking, and/or those experiencing poor health outcomes.
- Are **created in collaboration** with the community they are meant to serve.
- Other measures of equity that emerged as important are those that serve communities with little access to parks and those designed so people of all abilities can participate.

When asked which types of grant projects would have the greatest chance of increasing equitable access to parks, the clear highest priority was **repairing and improving existing parks and recreation facilities**. Acquiring new property for parks and open spaces, constructing new parks and recreational facilities, and increasing recreational programming were nearly tied as the second-highest priority.

Funding Decisions

When asked which attributes are most important when selecting representatives from the community to review grant applications and recommend grant awards, respondents prioritized:

- ① Geographic diversity – representatives from every King County council district
- ② Organizational diversity – representatives from different types of organizations

Funding Decisions, cont'd

When asked preferences for how grant funds are distributed, respondents prioritized a tiered funding model, where top-scoring grant applications would be fully funded and lower-scoring projects could receive partial funding. Comments indicated this tiered approach strikes a balance between funding broadly and funding deeply, but that the funding decisions should also take into account the nuances of each grant application.

Assessment

To better measure if grant projects are achieving their goals, King County Parks asked which measurement methods are both **most useful** and **easiest** for organizations.

- Most respondents agreed that the easiest and most valuable data comes from tracking project numbers (e.g., participants, events, usage) and tracking project progress (e.g., on time, on budget), followed by surveying participants.
- Opinions were mixed about the utility and ease of hosting site visits, collecting demographic data, and gathering participant testimonials.
- When asked which outcomes indicate investments made a positive difference in their community, respondents repeatedly mentioned increased usage among historically marginalized communities and improved access to safe, welcoming, and high-quality recreation.

Next Steps ►

King County Parks will use these findings to inform grant guidelines and processes, which will be published in advance of the next grant Request for Applications window, likely open in fall of 2026.

Thank you to everyone who provided feedback! Your opinion is important to us and will help improve King County Parks grants.

**Want to stay involved
with King County Parks
grant programs?**



[Sign up here](#) to receive announcements about King County Parks grants, including upcoming application cycles and how to join us as a grant evaluator or Advisory Committee member. Questions? Contact the King County Parks Community Investments team at ParksGrants@kingcounty.gov.

**Executive Girmay Zahilay**

Chinook Building, CNK-EX-0800
 401 Fifth Avenue, Suite 800
 Seattle, WA 98104-2391

July 17, 2026

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

Dear Councilmember Perry:

This letter transmits the Parks Levy Grant Advisory Committee Process report and proposed Ordinance, in response to King County Ordinance 20023, Section 94, Proviso 4.

Approval of this proposed legislation would support the mission of the King County Department of Natural Resources and Parks (DNRP) by strengthening the administration of grant programs authorized by Ordinance 19922, the 2026-2031 Parks Levy, improving transparency, and advancing equitable access to parks, recreation, and open space investments for King County residents.

This proposed Ordinance provides an updated structure for the Parks Levy Advisory Committee and establishes an enhanced Conflict-of-Interest definition, created in collaboration with the King County Ethics Program, to guide participation in grant program decisions. The legislation formalizes an advisory committee and separate trained grant evaluators, clarifies roles and responsibilities, and aligns the grant-making process with best practices for accountability and public trust.

The enclosed report outlines the proposed Advisory Committee structure, evaluator model, and updates to the Conflict-of-Interest definition and process for the 2026–2031 Parks Levy grant programs. The report includes a description of the 2020–2025 Advisory Committee and Conflict-of-Interest processes, identifies key concerns and lessons learned, and presents recommended changes developed in coordination with the King County Ethics Program. It also details the proposed nomination process for Advisory Committee members, the use of subcommittees, the project evaluation framework for grant applications, and the final award approval process.

The Honorable Sarah Perry

July 17, 2026

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In developing the report and proposed Ordinance, DNRP engaged prior Advisory Committee members, community-based organizations, King County's Ethics Program, and incorporated feedback from the community and program participants involved in Parks Levy grant implementation, to ensure the updated structure reflects both policy requirements and operational best practices inform a more transparent, consistent, and equitable approach to grantmaking.

Thank you for considering this report and proposed Ordinance. The improvements outlined will support the timely and effective distribution of Parks Levy funds and strengthen public confidence in King County's grantmaking processes. If your staff have questions, please contact Warren Jimenez, Director, Parks Division, DNRP, at 206-477-4525.

Sincerely,



for

Girmay Zahilay
King County Executive

Enclosure

cc: King County Councilmembers

ATTN: Stephanie Cirkovich, Chief of Staff, King County Council

Melani Hay, Clerk of the Council

Karan Gill, Deputy Executive, Office of the Executive

Jasmin Weaver, Chief of Staff, Office of the Executive

Hyeok Kim, Chief Operating Officer, Office of the Executive

Sierra Howlett Browne, Director of Government Relations, Office of the Executive

Garrett Holbrook, Council Relations Manager, Office of the Executive

Mo McBroom, Acting Director, Department of Natural Resources and Parks (DNRP)

Warren Jimenez, Director, Parks Division, DNRP

2026-2027 FISCAL NOTE

Ordinance/Motion: Ordinance 2026-XXXX

Title: Parks Levy Grants Advisory Committee Recommendations

Affected Agency and/or Agencies: Parks and Recreation Division, Department of Natural Resources and Parks (DNRP)

Note Prepared By: Alyssa Brown, Parks and Recreation Division, DNRP

Date Prepared: 4/16/26

Note Reviewed By: Elka Peterson Horner, Office of the Executive

Date Reviewed: 7/13/26

Description of request:

The proposed ordinance provides an updated structure for the Parks Levy Advisory Committee structure for the 2026-2031 Parks Levy. The recommendations in the report are not expected to have any budgetary impacts.

Revenue to:

Agency	Fund Code	Revenue Source	2026-2027	2028-2029	2030-2031
Parks and Recreation Division	3581	Parks Levy	0		
TOTAL			0	0	0

Expenditures from:

Agency	Fund Code	Department	2026-2027	2028-2029	2030-2031
Parks and Recreation Division	3581	DNRP	0		
TOTAL			0	0	0

Expenditures by Categories

	2026-2027	2028-2029	2030-2031
Parks Capital Fund 3581	0		
TOTAL	0	0	0

Does this legislation require a budget supplemental? No

Notes and Assumptions:

The proposed ordinance has no fiscal impact because community compensation is already a planned response. It is assumed in the 2026-2027 Parks budget.



Metropolitan King County Council Staff Report

Committee:	Transportation, Economy, and Environment		
Agenda Item:	11	Analyst(s):	Terra Rose
Proposed No.:	2026-0203	Meeting Date:	August 18, 2026

OVERVIEW

TOPIC: An ordinance relating to the source separation, collection, and management of organics for certain businesses located in unincorporated King County.

LEGISLATION SUMMARY

Proposed Ordinance 2026-0203 would add a new chapter to King County Code (K.C.C.) Title 10, the solid waste title, concerning how certain businesses in unincorporated King County are to manage their organic waste. The new chapter would:

- Add existing state requirements to K.C.C. that businesses located in specific areas and generating at least 96 gallons of organics per week must subscribe to and use a service that includes organics collection and "organic materials management" unless they use one of the allowable alternatives, such as managing organics onsite.¹ Under state law, "organic materials management" refers to composting, anaerobic digestion, vermiculture, black soldier fly, or similar technologies.²
- Provide explicit direction that clarifies state law by saying that the source separation of organics from other waste must occur at the business's location and use an organics only collection container, and also that food packaging and packaged food is prohibited from being placed in the business's organics container unless it meets the definition of organics, as defined in K.C.C.
- Authorize and direct the Solid Waste Division (SWD) to enforce the above requirements in accordance with the notification process and civil penalty amounts provided by state law and clarify how enforcement would occur and what constitutes a violation. State law provides that either Public Health -- Seattle & King County (PHSKC) or SWD may enforce the state business requirements but does not require that enforcement occurs. Both PHSKC and SWD have separately indicated

¹ RCW 70A.205.545

² RCW 70A.205.015

to Council staff that the current focus is on technical assistance and outreach to businesses and confirmed that neither entity is currently enforcing the state requirements.

The proposed ordinance would take effect on January 1, 2027.

KEY ISSUES FROM THE ANALYSIS

- A. **Clarification of State Law Related to Packaging is a Policy Choice.** The proposed ordinance would prohibit food packaging and packaged food from a business's organics container unless the packaging itself meets the definition in K.C.C. for organics. Staff analysis indicates that this requirement is not inconsistent with the state requirements; however it could be interpreted to be additive. The state's Organics Management Law allows local governments to impose more stringent or comprehensive requirements so this is not problematic but represents a policy choice.
- B. **Enforcement Policy Choices.** The proposed ordinance provides additional direction beyond the limited requirements established by state law related to enforcement, such as specifying that the Solid Waste Division is to do the enforcement, what constitutes a violation, and how enforcement is to occur, among other things. These constitute policy choices.

AMENDMENTS

- **Amendment 1** would direct the Solid Waste Division to update the designated recyclables list and other rules and communications to conform with the changes made in this ordinance.

BACKGROUND & TIMING CONSIDERATIONS

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King County Solid Waste System Role in Organics. Organics in a solid waste context refer to material of a biological plant or animal origin that is capable of microbial degradation and includes materials such as yard waste, clean wood waste, food waste, and food-soiled paper.³

While King County accepts some source-separated organics at its transfer stations and drop boxes, most organics in the County system are collected curbside by private haulers and taken to private composting facilities.⁴ How organics collection service occurs depends on whether the organics are being collected from the residential or nonresidential

³ RCW 70A.205.015; K.C.C. 10.04.020

⁴ According to the Organics System Mapping and Policy Report, the following transfer stations and drop boxes accept yard waste and clean wood waste: Bow Lake, Enumclaw, Factoria, Shoreline, Vashon Island, and Cedar Falls. The Vashon Island Recycling and Transfer Station also accepts food waste since there is no curbside organics collection available on the island (Proposed Motion 2025-0364).

sector. For the residential sector, collection typically is governed by the contract between the city and the hauler or, for the unincorporated area, the hauler tariffs with the Washington Utilities and Transportation Commission. Whereas individual households are typically served by a single hauler in accordance with the hauler contract or tariff, nonresidential collection operates as an open market, meaning a business is not limited to a single hauler.⁵

State Organics Management Laws. In 2022 and 2024, the state legislature passed a series of statutes referred to here as the Organics Management Laws (OML) that are intended to reduce methane by diverting organics from landfills. The OML includes a wide range of topics, including state goals related to organics diversion, grant funding, management and collection requirements for residences and businesses, direction for future research, and compost procurement, among other policies.

Business Requirements. Beginning in 2026, the OML requires a business⁶ that meets certain criteria to "arrange for organic materials management services," which refers to the management of organics through composting, anaerobic digestion, vermiculture, black soldier fly, or similar technologies.^{7, 8} To be subject to this requirement, a business must:

1. Generate at least 96 gallons of organic material waste per week, unless the Department of Ecology (Ecology) determines, by rule, that additional reductions in the landfilling of organic materials would be more appropriately and effectively achieved, at reasonable cost to regulated businesses, through the establishment of a different volumetric threshold of organic waste material.⁹ For context, recycling collection containers for residential customers are commonly 96 gallons in size; and
2. Be located in what is referred to as a "Business Organics Management Area" (BOMA). The BOMA is established annually by Ecology and represents locations

⁵ Organics System Mapping and Policy Report (Proposed Motion 2025-0364).

⁶ "Business" is defined in the OML as "a commercial or public entity including, but not limited to, a firm, partnership, proprietorship, joint stock company, corporation, or association that is organized as a for-profit or nonprofit entity" and specifically does not include a multifamily residential entity (RCW 70A.205.545(9)(a)).

⁷ RCW 70A.205.545, specifically subsection 2(a)(iii) of that statute.

⁸ RCW 70A.205.015

⁹ The following wastes do not count for the purpose of determining the organics volumes: wastes managed onsite by the generating business; wastes generated from the growth and harvest of food or fiber that are managed off-site by another business engaged in the growth and harvest of food or fiber; wastes managed by a business that enters into a voluntary agreement to sell or donate organic materials to another business for off-site use; wastes generated in exceptional volumes as a result of a natural disaster or other infrequent and unpreventable event; and wastes generated as a result of a food safety event, such as a product recall, that is due to foreign material or adverse biological activity that requires landfill destruction rather than organic material management (RCW 70A.205.545(2)(b)).

where Ecology has determined that businesses have year-round curbside food waste and organic materials collection where the materials are delivered to an organics management facility and sufficient capacity exists at these facilities to accept increased volumes of organics from businesses. The current [BOMA map](#) is available online and, according to the website, is in effect for the 2027 calendar year. The OML provides a process whereby a county or city may request exclusion of all or a portion of the jurisdiction if there are availability or capacity constraints related to organics collection or organic materials management.

Unless a business subject to the requirements opts for one of the allowable alternatives,¹⁰ under the OML the business is expected to:

1. **Source separate organic waste from other waste.** State law defines "source separation" as "the separation of different kinds of solid waste at the place where the waste originates."¹¹
2. **Subscribe to a service that includes organics collection and organic materials management; and**
3. **Use such a service for organic material waste generated by the business.**

The OML also allows a local jurisdiction such as the County "to adopt, implement, or enforce a local organic material waste recycling requirement...that is more stringent or comprehensive than the requirements of [Chapter 70A.205 RCW]."¹²

Enforcement of Business OML Requirements. The OML provides that either a jurisdiction's health department or a jurisdiction implementing a Comprehensive Solid Waste Management Plan may enforce the business requirements but does not require that enforcement occurs. For King County, this could be either Public Health -- Seattle & King County (PHSKC) or the Solid Waste Division (SWD). Additionally, the OML includes certain notification requirements to a business when it has been determined to be in violation, establishes minimum civil penalties, and provides a cap on the total penalties that can be assessed to small businesses in a calendar year.

Both PHSKC and SWD have separately indicated to Council staff that the current focus is on technical assistance and outreach to businesses and confirmed that neither entity is currently enforcing the state requirements.

¹⁰ State law allows for the following alternatives to source separation, collection, and organic materials management: managing a business's organic material waste onsite; self-hauling its own organic material waste for organic materials management; and businesses engaged in the growth, harvest, or processing of food or fiber may enter into a voluntary agreement to sell or donate organic materials to another business for off-site use (RCW 70A.205.545(3)(b), (c), and (d)).

¹¹ RCW 70A.205.015(26)

¹² RCW 70A.205.545(6)(a)

Depackaging Facilities. Earlier in 2026, [Divert, Inc.](https://divertinc.com/divert-opens-longview-facility-to-expand-circular-infrastructure-in-the-pacific-northwest/) opened a facility in Longview, Washington that according to a company press release is the "first of its kind in the state" and uses "depackaging" technology and anaerobic digestion for organic materials.¹³ The company's website indicates the facility accepts packaged beverages and packaged food, such as yogurt in its container, and uses a process to separate the packaging from the food waste, which is then converted into renewable energy and fertilizer through anaerobic digestion.¹⁴ This process is expected to produce residual material, such as the food packaging, which cannot be recycled due to contamination, and must be disposed of.

The company's website indicates that at full capacity, the facility is expected to be capable of processing up to 100,000 tons of unsold, non-donatable food annually and is marketing itself as supporting businesses "navigating an expanding landscape of organics regulations, including Washington's Organics Management Law...that require[s] companies to divert organic waste from landfills." It is currently unclear the extent to which King County businesses are availing themselves of this facility, but the company website indicates that "[t]hrough the new facility, Divert provides its integrated services to some of the largest food retailers and manufacturers in the Pacific Northwest, including Albertsons, Fred Meyer, Kroger, Reser's Fine Foods, Safeway, and more..."¹⁵

Ecology Rulemaking Process Underway. Ecology is currently proposing amendments to the solid waste handling regulations related to organic materials management as set out in Chapter 173-350 WAC. A formal draft rule covering a variety of topics related to organics was released on June 22, 2026, with a public comment period closing on August 13, 2026, and anticipated final adoption on November 19, 2026.¹⁶

Despite the RCW definition of source separation appearing to require sorting organics from other types of waste, such as food packaging, where the waste is generated, an earlier iteration of the draft regulation circulated by Ecology in spring of 2026 listed several specific examples that would qualify as source separation, including the following: "grocery store that places packaged or unpackaged food for purposes of recovery of the organic materials within one container and other solid wastes the store generates in separate containers." This could be interpreted to be permissive of the use of depackaging technology in meeting the state organics requirements; however, this example did not make it into the formal draft regulation published in June.

¹³ <https://divertinc.com/divert-opens-longview-facility-to-expand-circular-infrastructure-in-the-pacific-northwest/>

¹⁴ <https://learn.divertinc.com/longview>

¹⁵ <https://divertinc.com/divert-opens-longview-facility-to-expand-circular-infrastructure-in-the-pacific-northwest/>

¹⁶ <https://ecology.wa.gov/regulations-permits/laws-rules-rulemaking/rulemaking/wac-173-350>

Timing Considerations. Because the proposed ordinance would establish penalties, a 10-day advertising period is required. Therefore, the legislation could not be expedited to full Council should it be voted out of committee.

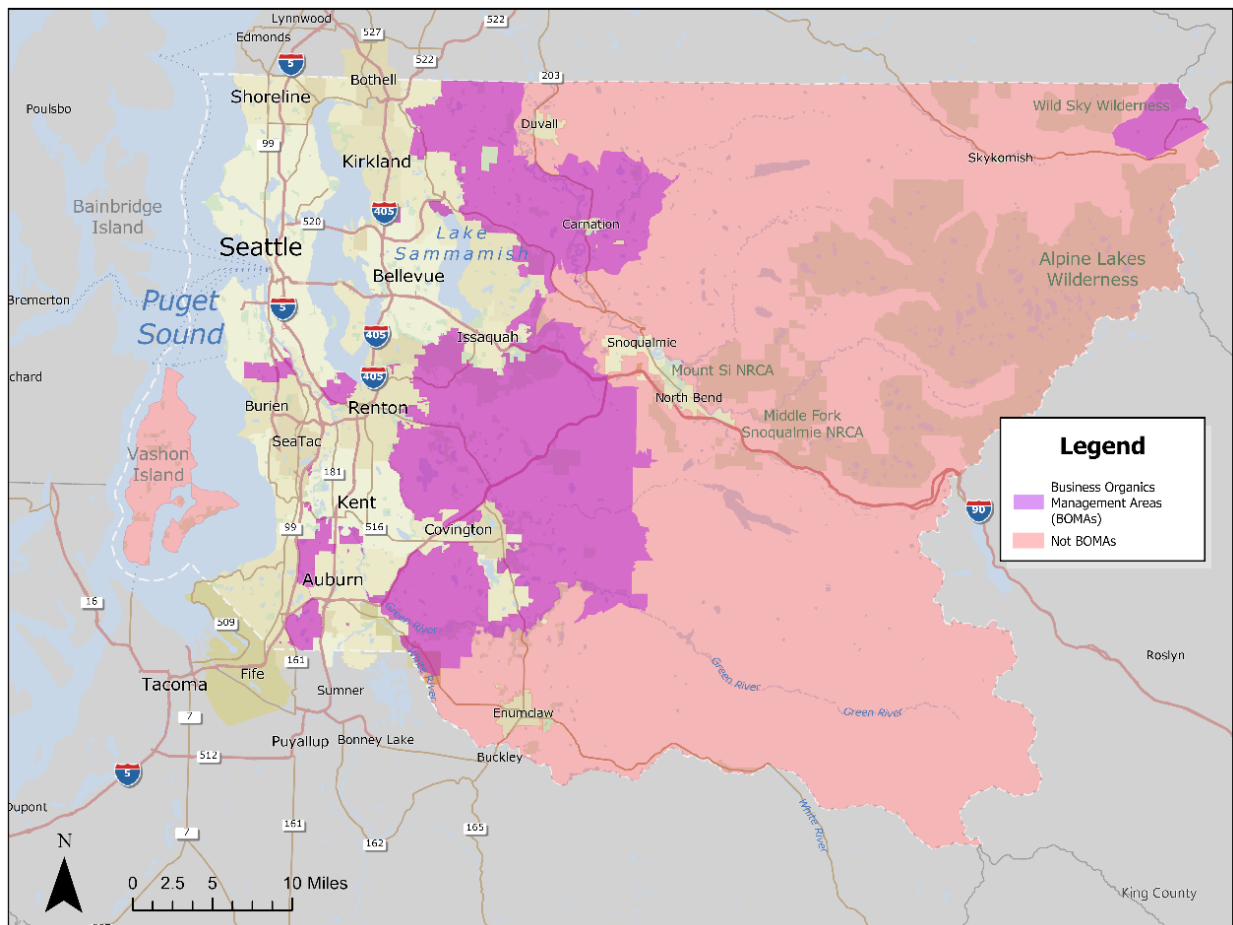
ANALYSIS

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Proposed Ordinance 2026-0203 would add the OML requirements for businesses as a new chapter in King County Code Title 10 that would be applicable to unincorporated area businesses and would direct SWD to enforce these requirements. The proposed ordinance would take effect on January 1, 2027.

Businesses Subject to the Requirements. The proposed ordinance uses the same definition of business and criteria outlined in the OML for which unincorporated area businesses must arrange for and use organics collection and organic materials management. Additional information on the definition and criteria is provided in the background section of the staff report.

Figure 1. Business Organics Management Area in Unincorporated King County



The exact number of businesses in the unincorporated area that are subject to the OML requirements, and also therefore the requirements in the proposed ordinance, is unknown. Executive staff indicated that in 2025 PHSKC sent a letter to 156 businesses in the unincorporated area to inform them of the OML requirements with the intention that some businesses may initiate service.

Additionally, while the proposed ordinance is limited to businesses in the unincorporated area meeting the criteria, businesses in cities are still subject to state OML requirements. However, the County does not have jurisdiction to enforce the OML in the cities.

Business Requirements. Under the proposed ordinance, businesses in the unincorporated areas that meet the criteria described above would specifically be required to take the following actions:

1. Subscribe to and use a service that includes organics collection and organic materials management.
2. At the business's location, separate organics from other recyclable materials and municipal solid waste,¹⁷ and place organics into an organics only collection container.
3. Exclude food packaging or packaged food from being placed in the business's organics collection container unless the food packaging meets the definition of organics, as defined in King County Code.

While the above requirements in the proposed ordinance are worded differently than the exact language in the OML, they align with OML requirements and would make explicit that source separation occurs at the business's location, organics are required to be placed into an organics only collection container, and food packaging and packaged food is prohibited from the organics container unless the packaging itself meets the definition in K.C.C. for organics.

The proposed ordinance would not prohibit a business from contracting with a depackaging facility such as the Divert facility described earlier in the staff report to manage its organics, and would not prohibit the use of depackaging technology. However, under the proposed ordinance, it would be a violation of County law if a business subject to organics requirements did not depackage its food waste prior to placing it in its organics collection container.

¹⁷ "Municipal solid waste" is the term used in code to refer to what many people would colloquially refer to as "garbage," a term that has a different use and definition in code.

Enforcement. The proposed ordinance would authorize and direct the SWD Director to enforce the organic management requirements for businesses.

Under the proposed ordinance, SWD flow control program staff would be authorized to make lawful inspections of the premises of any business suspected of violating the requirements and notes that information about a suspected violation may come from a complaint. Further, the proposed ordinance allows SWD flow control program staff to make a visual determination that a violation has occurred and are specifically not required to empty organics collection containers and sort through the contents.

What Constitutes a Violation. The proposed ordinance would establish that an organics collection container with more than 5% of nonorganic material by volume constitutes a violation. If a business has more than one organics collection container, the 5% threshold shall apply cumulatively across all containers onsite at the time of inspection. While this specific threshold is not established by the OML, it aligns with the Ecology draft rule language that proposes a 5% limit on physical contaminants for inbound loads of organics to organics preprocessing facilities or composting facilities.

Examples of potential violations for a business subject to the requirements include:

- The business has not arranged for organics collection.
- The business has arranged for organics collection but the entity collecting the business's organics is not using one of the allowable organic materials management activities.
- The business has arranged for organics collection and organic materials management but is not using the service and instead, for example, is throwing the organics exclusively in the garbage.
- The business includes more than 5% nonorganic material by volume in its organics collection container(s). This may include, but is not limited to, nonorganic food packaging, municipal solid waste, and other recyclable materials besides organics.

Under the proposed ordinance, any business owner who violates or fails to comply with this proposed, new County law shall be subject to the notifications and civil penalties as outlined in the OML. Specifically, when a business has been determined to be in violation, and prior to imposing a civil penalty, Solid Waste as the County agency enforcing this new law, must provide *at least* one notification letter by certified mail to the business informing them of the new County law and OML requirements. If the business violates the law again, a notice of violation without a fine must be sent to the business by certified mail. After those mailings have been provided, the proposed ordinance and OML establishes that a

business in violation is subject to the civil penalties provided in Figure 1 unless SWD opts to provide additional notifications prior to assessing penalties.

Table 1. Notification Requirements and Civil Penalties

Violation	Required Notification	Civil Penalty
First	Notification letter to a business informing them of the requirements by certified mail	None
Second	Notice of violation by certified mail after the notification letter above	None
Third	No specific requirements	\$500 for each day of violation
Fourth	No specific requirements	\$750 for each day of violation
Fifth	No specific requirements	\$1,000 for each day of violation

NOTE: Both the OML and the proposed ordinance identify the penalty violations as first, second, and third, but numerically they represent the third, fourth, and fifth violations given the first two violations do not have associated penalties.

As in the OML, the proposed ordinance may not assess a small business¹⁸ more than \$10,000 in penalties in a single calendar year and a penalty imposed may be appealed to the Washington State Pollution Control Hearings Board.

The proposed ordinance would clarify that no more than one violation per day shall be issued. While this isn't specifically called out in the OML, this added language would mean that a business may violate more than one of the three requirements listed previously in a given inspection but that it would count as a single violation and therefore, when applicable, a single civil penalty with the amount depending on the number of prior violations.

Enforcement Feasibility. Executive staff indicated that there are no significant operational concerns using the existing flow control program as the administrative framework for enforcement and that the program already has established complaint, investigation, and compliance processes that could be adapted for a relatively limited program affecting businesses in the unincorporated area that are already subject to the OML. According to Executive staff, implementation would need to account for differences between the two programs and, unlike the current flow control program, source separation enforcement would involve evaluating compliance with separation requirements, contamination

¹⁸ RCW 19.85.020

standards, and applicable exemptions. Executive staff indicate that this would require new inspection criteria, staff training, compliance guidance, and potentially additional resources.

Definitions. The proposed ordinance would modify certain definitions in K.C.C. Title 10 for improved consistency with state law. Specifically, the proposed ordinance would:

- Align the definitions of "organics" and "source separation" with state law;
- Add the term "organic materials management" using the state's definition; and
- Correct an error in the definition of "material recovery facility."

Comparison of the Proposed Ordinance to the OML. The proposed ordinance largely tracks with the OML, though in some areas the proposed ordinance provides clarifying language. As noted previously, this authority is granted to jurisdictions by the OML given a jurisdiction may "adopt, implement, or enforce a local organic material waste recycling requirement, or a condition imposed upon a self-hauler, that is more stringent or comprehensive than the requirements of [Chapter 70A.205 RCW]."

Attachment 3 to the staff report compares the proposed ordinance language to the OML.

Key Issue A. Clarification of State Law Related to Packaging is a Policy Choice. The proposed ordinance would prohibit food packaging and packaged food from a business's organic container unless the packaging itself meets the definition in K.C.C. for organics. While the OML does not specifically provide that packaging meeting the definition of organics is allowed in a business's organics collection container, it is implied.

Staff analysis indicates that this requirement is not inconsistent with the OML; however, it could be interpreted to be additive. The OML allows local governments to impose more stringent or comprehensive requirements so this is not problematic but therefore represents a policy choice.

Key Issue B. Enforcement Policy Choices. The proposed ordinance provides additional direction beyond the OML related to enforcement. Currently the business requirements in the OML are not being enforced according to Executive staff and the OML does not mandate that the County enforce its provisions. However, if the County should choose to do so there are specified notice and civil penalty requirements set out in the OML. Therefore, it is a policy choice to authorize SWD, as opposed to PHSKC, to be the enforcement entity and also to direct SWD to enforce the business requirements.

Further, the proposed ordinance would provide additional direction on how SWD is to enforce the business requirements, such as that a visual determination is sufficient, and that more than 5% nonorganic material by volume constitutes a violation. On both of these points, the OML does not specify how enforcement occurs outside of the notification requirements and provisions related to civil penalties. Given the OML allows more stringent or comprehensive enforcement, this is not problematic but represents a policy choice. Councilmembers could choose to authorize PHSKC as the enforcement entity, for example, or establish a different violation threshold.

Additionally, the OML allows local governments to adopt civil penalties that exceed the minimum penalties established by the OML so Councilmembers could choose higher penalty amounts.

Finally, while not explicit in the OML, the proposed ordinance clarifies that no more than one violation per day shall be issued. This means that, under the proposed ordinance, a business could be determined to be out of compliance with more than one of the specific requirements -- such as not source separating onsite at the business location and including food packaging in its organics container -- but it would only count as a single violation. This also represents a policy choice to make this clarification.

AMENDMENTS [↑ BACK TO TOP](#)

The following amendments are publicly available as of August 13, 2026, and attached to this staff report. Additional amendments may be released prior to the committee meeting.

Amendment	Sponsor	Effect Statement
1 Designated Recyclables List	Mosqueda	Amendment 1 would direct the Solid Waste Division to update the designated recyclables list and other rules and communications to conform with the changes made in this ordinance.

INVITED

- Rebecca Singer, Director, Solid Waste Division, Department of Natural Resources and Parks
- Christine Kim, Strategic Planning Manager, Solid Waste Division, Department of Natural Resources and Parks

ATTACHMENTS

1. Proposed Ordinance 2026-0203
2. Amendment 1
3. Matrix Comparing the Proposed Ordinance to the OML



KING COUNTY

Signature Report

Ordinance

ATTACHMENT 1

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Proposed No. 2026-0203.1

Sponsors Mosqueda, Fain, von
Reichbauer and Dembowski

1 AN ORDINANCE relating to the source separation,
2 collection, and management of organics for certain
3 businesses located in unincorporated King County;
4 amending Ordinance 8101, Section 4, as amended, and
5 K.C.C. 10.04.020, adding a new chapter to K.C.C. Title 10,
6 prescribing penalties, and establishing an effective date.

7 STATEMENT OF FACTS:

8 1. King County has an adopted goal codified in K.C.C. 10.14.020 to
9 achieve zero waste of resources by 2030 through maximum feasible and
10 cost-effective prevention, reuse, and reduction of solid wastes going into
11 its landfills and other processing facilities. This goal is also reflected in
12 other county plans, including the 2025 Strategic Climate Action Plan, the
13 2019 Comprehensive Solid Waste Management Plan, and the Re+
14 Strategic Plan.

15 2. According to the Re+ Strategic Plan, King County households and
16 businesses threw out over 135,000 tons of food in 2019, which could have
17 been transformed into compost and instead is estimated to emit
18 approximately 39,000 metric tons of carbon dioxide equivalent annually
19 from the landfill.

20 3. The 2025 Strategic Climate Action Plan and Re+ Strategic Plan both
21 outline specific strategies that King County expects to take to achieve its
22 zero waste of resources goal and its greenhouse gas emission reduction
23 targets, including providing technical support to local businesses to
24 increase the diversion of organics, including food waste, from the landfill.

25 4. In 2022, Chapter 180, Laws of Washington 2022, and in 2024, Chapter
26 341, Laws of Washington 2024, were enacted, sections of which were
27 codified in chapter 70A.205 RCW ("The Organics Management Laws").

28 5. The Organics Management Laws, among other things, require that
29 applicable businesses generating above certain volumes of organic
30 materials shall arrange for "organics materials management" services,
31 which is defined in RCW 70A.205.015 and which may include source
32 separating organic material from other waste and subscribing to an organic
33 materials collection service or managing its organic materials on-site.

34 Beginning January 1, 2026, a business located in a "Business Organics
35 Management Area," which is determined by the Washington state
36 Department of Ecology, that generates at least ninety-six gallons of
37 organic material waste per week shall arrange for a organic material
38 management service. For context, a typical curbside recycling bin for
39 residential customers is 96 gallons in size.

40 6. State law defines "organic material" as "any solid waste that is a
41 biological substance of plant or animal origin capable of microbial
42 degradation" in RCW 70A.205.015. The King County Code defines

43 "organics" as "yard waste, food waste, and soiled paper products
44 determined by the division director to be acceptable for composting."

45 This ordinance harmonizes the two definitions in the King County Code.

46 7. K.C.C. 10.04.060 provides that "the county may by ordinance require
47 the separation of paper, yard and garden waste or other component parts of
48 solid waste and may require the deposit thereof in separate cans or
49 receptacles and may prescribe the methods for handling thereof."

50 8. Proper separation of waste at the source, such as the separation of
51 organics from non-recyclable waste, is important to minimize
52 contamination of waste streams and to maximize the ability of organics
53 and other recyclable materials to be recycled, composted, or otherwise
54 transformed into a usable product for reuse

55 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

56 SECTION 1. Ordinance 8101, Section 4, as amended, and K.C.C. 10.04.020 are
57 hereby amended to read as follows:

58 The definitions in this section apply throughout this title unless the context clearly
59 requires otherwise:

60 A. "Adjunct transfer station" means a privately owned and operated transfer
61 facility authorized by the county to receive, consolidate, and deposit municipal solid waste
62 into larger transfer vehicles for transport to and disposal at county-authorized solid waste
63 facilities.

64 B. "Asbestos-containing waste material" means any waste that contains or is
65 contaminated with asbestos-containing material. "Asbestos-containing waste material"

includes asbestos waste from control equipment, materials used to enclose the work area during an asbestos project, asbestos-containing material collected for disposal, asbestos-contaminated waste, waste, containers, bags, protective clothing, or HEPA filters. Asbestos-containing waste material does not include samples of asbestos-containing material taken for testing or enforcement purposes.

C. "Ashes" means the residue including any air pollution control equipment flue dusts from combustion or incineration of material including solid wastes.

D. "Billing entity" means either a city or a solid waste collection entity that bills its customers directly for the deposit of its customers' municipal solid waste at a county-operated solid waste facility.

E. "Biomedical waste" means and is limited to the following types of waste defined as "biomedical waste" in RCW 70.95K.010, as now or as hereafter amended: animal waste, biosafety level 4 disease waste, cultures and stocks, human blood and blood products, pathological waste, sharps waste, and any other waste determined to be infectious by the generator's infection control staff or committee.

F. "C&D" means construction and demolition.

G. "C&D receiving facility" means any properly licensed or permitted facility that is designated by the county through an executed agreement as a facility to which C&D waste is required to be delivered under this title. A C&D receiving facility may be either a material recovery facility, a transfer facility, a combination of a material recovery facility and a transfer facility, intermodal facility, or landfill.

87 H. "C&D recycling facility" means any properly licensed or permitted facility at
88 which recyclable C&D materials are accepted for reuse or remanufacture into a usable
89 product.

90 I. "Certificated hauler" means any person engaged in the business of solid waste
91 handling having a certificate of convenience and necessity granted by the Washington
92 Utilities and Transportation Commission for that purpose.

93 J. "Charitable organization" means any organization that meets the following
94 criteria: must be defined by the Internal Revenue Service as a 501(c)3 charitable
95 organization; must be engaged as a primary form of business in the processing of
96 abandoned goods for resale or reuse; and must have an account with the solid waste
97 division.

98 K. "Clean mud and dirt" means mud and dirt that meet the definition of "natural
99 background" in this title, as currently enacted and as hereafter amended.

100 L. "Clean wood" means stumps and branches over four inches in diameter and
101 construction lumber free of paint, preservatives, metals, concrete and other nonwood
102 additives or attachments.

103 M. "Clean wood collection area" means an area used by county residents,
104 businesses, and institutions to deposit source-separated clean wood.

105 N. "Closure" means those actions taken by the owner or operator of a solid waste
106 facility to cease disposal operations or other solid waste handling activities, and to ensure
107 that all such facilities are closed in conformance with applicable rules at the time of the
108 closure and to prepare the site for the post-closure period.

O. "Commercial hauler" means any person, including, but not limited to, certificated haulers, contract haulers and others collecting or transporting solid waste for hire or consideration.

P. "Compacted waste" means any solid waste whose volume is less than in the loose condition as a result of compression.

Q. "Composted material" means organic solid waste that has undergone biological degradation and transformation under controlled conditions designed to promote aerobic decomposition at a solid waste facility in compliance with this title. Natural decay of organic solid waste under uncontrolled conditions does not result in "composted material."

R. "Composting" means the biological degradation and transformation of organic solid waste under controlled conditions designed to promote aerobic decomposition. Natural decay of organic solid waste under uncontrolled conditions is not composting.

S. "Comprehensive solid waste management plan" means the King County plan prepared in accordance with chapter 70.95 RCW, as enacted or hereafter amended.

T.1. "Construction and demolition waste" or "C&D waste" means any nonputrescible recyclable materials or nonrecyclable waste that results from construction, remodeling, repair or demolition of buildings, roads, or other structures and requires removal from the site of construction or demolition. Except where otherwise expressly provided, "C&D waste" means C&D waste generated in the county jurisdiction.

2. "C&D waste" does not include land clearing materials such as soil, rock, vegetation, or contaminated soil, friable asbestos-containing waste material as defined under Regulation III, Article 4 of the Puget Sound Clean Air Agency, unacceptable

132 waste, garbage, sewerage, animal carcasses or any other solid waste that does not meet
133 the definition of C&D waste.

134 U. "Container" means a portable device used for the collection, storage or
135 transportation, or any combination thereof, of solid waste including, but not limited to,
136 reusable containers, disposable containers, and detachable containers.

137 V. "Contaminated soil" means any soil that does not meet the definition of
138 "natural background" in the soil cleanup standards of the chapter 173-340 WAC, as
139 currently enacted and as hereafter amended.

140 W. "Contract hauler" means any person engaged in the business of solid waste
141 handling having a contract with a city or town for that purpose.

142 X. "County jurisdiction" means the geographic area for which King County
143 government has comprehensive planning authority for solid waste management either by
144 law, such as unincorporated areas, or by interlocal agreement, or both.

145 Y. "County solid waste" means all solid waste generated, collected, or disposed
146 within the county jurisdiction.

147 Z. "Curbside collection" means the pick-up of recyclable materials and solid
148 waste from a household. This pick-up may be at a curb, end of driveway, or alleyway
149 from either a single family or multifamily dwelling.

150 AA. "Dangerous wastes" means any solid waste designated as dangerous waste
151 by the Washington state Department of Ecology under chapter 173-303 WAC, dangerous
152 waste regulations.

153 BB. "Department" means any executive department and administrative office as
154 defined by King County ordinance or other applicable law and includes, but is not limited

155 to, all county agencies not associated with a department, such as the prosecuting attorney,
156 the assessor, and the council.

157 CC. "Director" means the director of the department of natural resources and parks
158 or designee.

159 DD. "Disposal" means the discharge, deposit, injection, dumping, leaking or
160 placing of any solid waste into or on any land or water.

161 EE. "Disposal facility" means a facility or facilities where any final treatment,
162 utilization, processing, or disposal of solid waste occurs.

163 FF. "Disposal system" means the system of solid waste facilities, rules and
164 procedures established in accordance with this title.

165 GG. "Diversion rate" means a measure of the amount of waste materials being
166 diverted for recycling compared with the total amount that would otherwise be thrown
167 away.

168 HH. "Division" means the solid waste division of the King County department of
169 natural resources and parks.

170 II. "Division director" means the manager of the solid waste division of the
171 department of natural resources and parks of King County, or designee.

172 JJ. "Drop box facility" means a facility used for the placement of a detachable solid
173 waste container, such as a drop box, including the area adjacent for necessary entrance and
174 exit roads, unloading, and turnaround areas. A drop box facility normally serves self-
175 haulers with loose loads and receives waste from off-site. A drop box facility may also
176 include containers for separated recyclable materials.

177 KK. "Eligible C&D demolition project" means a project on one or more
178 contiguous lots under common ownership or documented legal control and the aggregated
179 square footage space of the buildings and structures to be demolished exceeds six thousand
180 square feet.

181 LL. "Environmentally preferable products" means products that have fewer or
182 reduced negative impacts on human health or the environment compared to competing
183 products that serve the same purpose. This comparison may consider raw materials
184 acquisition, production, manufacturing, packaging, distribution, operation, maintenance,
185 reuse, and disposal of the product.

186 MM. "Facility" means all contiguous land and structures, other appurtenances and
187 improvements on the land used for the management of solid waste.

188 NN. "Federal guidance" means guidelines provided by the United States
189 Environmental Protection Agency, the Offices of the Federal Environmental Executive,
190 federal executive orders, or other guidelines offered by federal agencies.

191 OO. "Fixed-annual charge" means the total dollar amount the division shall collect
192 from billing entities each year to recover a portion of the costs of the division's nondisposal
193 activities, including, but not limited to, regulatory compliance, regional planning, and zero
194 waste of resources.

195 PP. "Fixed-rate vehicle" means an enclosed automobile having two or four doors
196 such as a hatchback or sedan (all without trailers). The definition of Fixed-rate vehicles
197 does not include minivans, vans, station wagons, sport utility vehicles, trucks, or pick-up
198 trucks.

199 QQ. "Franchise area" means a certificated hauler's territorial collection area, which
200 is delineated in the certificate of convenience and necessity issued by the Washington
201 Utilities and Transportation Commission.

202 RR. "Garbage" means all putrescible wastes, except the following:

- 203 1. Organics that have been source separated for the purpose of recycling,
204 2. Sewage; and
205 3. Sewage sludge.

206 SS. "Hazardous waste" includes, but is not limited to, explosives, medical wastes,
207 radioactive wastes, pesticides, and chemicals that are potentially harmful to the public
208 health or the environment. Unless otherwise defined by the health department, "hazardous
209 waste" has the same meaning as defined by the Washington state Department of Ecology in
210 the Washington Administrative Code.

211 TT. "Hazardous waste management plan" means a plan for managing moderate
212 risk wastes, under RCW 70.105.220.

213 UU. "Health department" means public health [- Seattle & King County]*.

214 VV. "Health officer" means the health department director or designee.

215 WW. "Host city" means a city that has a county transfer facility within its
216 incorporated boundaries.

217 XX. "Household hazardous waste" means any waste that exhibits any of the
218 properties of dangerous wastes that is exempt from regulation under chapter 70.105 RCW,
219 Hazardous waste management, solely because the waste is generated by households.
220 Household hazardous waste can also include other solid waste identified in the local
221 hazardous waste management plan.

YY. "Illegal dumping" means disposing of solid waste in any manner other than in a receptacle specifically provided for that purpose, in any public place, public road, public park, or private property or in the waters of King County, except as authorized by King County or at the official solid waste disposal facility provided by the county.

ZZ. "Industrial solid wastes" means solid waste generated from manufacturing operations, food processing, or other industrial processes.

AAA. "Interlocal forum" means representatives of the metropolitan King County council and representatives of incorporated cities and towns within King County designated by the Suburban Cities Associated and by interlocal agreement to discuss solid waste issues and facilitate regional cooperation in solid waste management. The regional policy committee of the council is designated by interlocal agreements between suburban cities and the county as the solid waste interlocal forum.

BBB. "Intermediate solid waste handling facility" means any intermediate use or processing site engaged in solid waste handling that is not the final site of disposal. This includes material recovery facilities, transfer stations, drop box, facilities, and baling and compaction sites.

CCC. "Intermodal facility" means any facility operated for the purpose of transporting closed containers of waste from one mode of transportation to another and the containers are not opened for further treatment, processing, or consolidation of the waste.

DDD. "King County solid waste advisory committee" means the committee formed in accordance with K.C.C. chapter 10.28 and chapter 70.95 RCW to advise the county on solid waste management planning, assist in the development of programs and policies concerning solid waste management, and review and comment on the

comprehensive solid waste management plan and other proposed solid waste management rules, policies, or ordinances before adoption.

EEE. "Landfill" means a disposal facility or part of a facility at which solid waste is permanently placed in or on land including facilities that use solid waste as a component of fill.

FFF. "Landfill gas" means gas produced by the microbial decomposition of municipal solid waste in a landfill.

GGG. "Level of service" means the level and degree of service provided at facilities, including hours of operation, classes of customers served, and recyclable materials collection available.

HHH. "Liquid waste" means any solid waste that is deemed to contain free liquids as determined by the Paint Filter Liquids Test, Method 9095, in "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods," EPA Publication SW-846.31.

III. "Littering" means to accumulate, or to place, throw, deposit, put into or in any land or water or otherwise dispose of solid waste including rubbish, ashes, garbage, dead animals, industrial solid waste, and all other waste material of every kind and description in any manner except as authorized by this chapter.

JJJ. "Material recovery facility" or "MRF" means any facility that processes for transport mixed C&D waste or ~~((source-separated solid waste))~~ source-separated recyclable materials for the purpose of recycling.

KKK. "Mattress" means any material or combination of materials that is enclosed by ticking, used along or in combination with other products, and that is intended for or promoted for sleeping upon, including futons and crib or child mattresses. "Mattress" also

refers to the foundation, which means a ticking-covered structure used to support a mattress or sleep surface. The structure may include constructed wood or other frames, steel springs or other materials, used alone or in combination. "Mattress" does not include any unattached mattress pad or unattached mattress topper or products containing liquid-and gaseous-filled ticking, including a waterbed or air mattress that does not contain upholstery material between the ticking and the mattress core. For per-unit fee purposes, a foundation will be charged as a separate unit.

LLL. "Mixed C&D waste" means waste containing both recyclable C&D materials and nonrecyclable C&D waste that has not been separated.

MMM. "Mixed waste processing" means sorting of solid waste after collection from the point of generation to remove recyclable materials from the solid waste to be disposed.

NNN. "Moderate risk waste" means solid waste that is limited to conditionally exempt small quantity generator (CESQG) waste and household hazardous waste (HHW) as defined in chapter 173-350 WAC.

OOO. "Municipal solid waste" or "MSW" means a subset of solid waste that includes unsegregated garbage, rubbish, and similar solid waste material discarded from residential, commercial, institutional, and industrial sources and community activities, including residue after recyclable materials have been separated. Solid waste that has been segregated by source and characteristic may qualify for management as a non-MSW solid waste, at a facility designed and operated to address the waste's characteristics and potential environmental impacts. MSW does not include:

290 1. Dangerous wastes other than wastes excluded from chapter 173-303 WAC in
291 WAC 173-303-071, such as household hazardous wastes;

292 2. Any solid waste, including contaminated soil and debris, resulting from
293 response action taken under section 104 or 106 of the Comprehensive Environmental
294 Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601), chapter 70.105D
295 RCW, chapter 173-340 WAC or a remedial action taken under those rules;

296 3. Mixed or segregated recyclable material that has been source-separated from
297 garbage, rubbish and similar solid waste. The residual from source separated recyclable
298 materials is MSW; or

299 4. C&D waste.

300 PPP. "Natural background" means the concentration of a hazardous substance
301 consistently present in the environment that has not been influenced by localized human
302 activities.

303 QQQ. "Noncommercial user" means any person who uses King County solid waste
304 facilities but is not engaged in the business of solid waste handling.

305 RRR. "Nonrecyclable C&D waste" means any C&D waste that is not recyclable
306 C&D materials. C&D waste used as alternative daily cover for landfills or as a waste
307 stabilizer is considered nonrecyclable C&D waste.

308 SSS. "Oil" means engine lubricating, gear, hydraulic, fuel, and other types of oil.

309 TTT. "Operating hours" means those times during which solid waste facilities are
310 normally open and available for the delivery of solid waste.

311 UUU. "Organics" means any solid waste that is a biological substance of plant or
312 animal origin capable of microbial degradation and includes "organic materials" as

313 defined in RCW 70A.205.015, consisting of, but not limited to, yard waste, food waste,
314 and soiled paper products determined by the division director to be acceptable for
315 composting.

316 VVV. "Organic materials management" means management of organics through
317 composting, anaerobic digestion, vermiculture, black soldier fly production, or similar
318 technologies.

319 WWW. "Person" means any individual, association, business, firm, corporation,
320 limited liability corporation, copartnership, marital community, political subdivision,
321 municipality, government agency, industry, public or private corporation, or any other
322 entity whatever.

323 ~~((WWW.))~~ XXX. "Per-ton-rate vehicle" means any vehicle that is not a fixed-rate
324 vehicle. "Per-ton-rate vehicles" include, but are not limited to, minivans, vans, station
325 wagons, sport utility vehicles, vehicles with trailers, trucks, pick-up trucks, motorhomes,
326 buses and commercial vehicles.

327 ~~((XXX.))~~ YYY. "Post-closure" means the requirements placed upon disposal
328 facilities after closure to ensure their environmental safety for at least a thirty-year period
329 or until the site becomes stabilized, which means there is little or no settlement, gas
330 production, or leachate generation.

331 ~~((YYY.))~~ ZZZ. "Postconsumer material" means material has been previously used
332 by consumers that is diverted from the solid waste stream.

333 ~~((ZZZ.))~~ AAAA. "Practicable" means satisfactory in performance and available at
334 a fair and reasonable price.

335 (~~(AAAA-)~~) BBBB. "Primary recyclable materials" means recyclable materials that
336 are commonly collected and are included under the minimum service levels for recycling
337 collection programs. These include paper, cardboard, glass, tin, and aluminum beverage
338 containers, high density polyethylene (HDPE) and polyethylene terephthalate (PET)
339 bottles, and yard waste either less than four inches in diameter or four feet long, or both.

340 (~~(BBBB-)~~) CCCC. "Product stewardship" means taking measures to minimize the
341 impacts of a product on the environment during its life cycle. The principle of product
342 stewardship applies to designers, suppliers, manufacturers, distributors, retailers,
343 consumers, recyclers and disposers.

344 (~~(CCCC-)~~) DDDD. "Putrescible waste" means solid waste that contains material
345 capable of being readily decomposed by microorganisms and that is likely to produce
346 offensive odors.

347 (~~(DDDD-)~~) EEEE. "Reclamation site" means a location used for the processing or
348 the storage of recycled waste.

349 (~~(EEEE-)~~) FFFF. "Recovered material" means waste material that has been
350 recovered from the solid waste stream, but does not include material generated from and
351 commonly reused on site in an original manufacturing process.

352 (~~(FFFF-)~~) GGGG. "Recyclable C&D materials " means C&D materials that can be
353 kept out of or recovered from C&D waste and reused or transformed into a usable product.
354 Recyclable C&D materials may consist of a single type of recyclable material or a mixture
355 of two or more types of recyclable materials. Material used to produce hog fuel is
356 recyclable C&D material.

357 (~~GGGG~~) HHHH. "Recyclable materials" means those solid wastes that are
358 separated for reuse, recycling or composting, including, but not limited to, papers,
359 cardboard, metals, glass, plastic bottles and containers, plastic bags, mattresses, organics,
360 yard waste, food waste, wood waste, chemicals, oil, textiles, white goods, and other
361 materials that are identified as recyclable material under the King County comprehensive
362 solid waste management plan.

363 (~~HHHH~~) IIII. "Recycled paper" means paper meeting recycled content standards
364 in federal guidance.

365 (~~HHH~~) JJJJ. "Recycled product" means a product manufactured with the maximum
366 practicable amount of recovered material, especially postconsumer material.

367 (~~JJJJ~~) KKKK. "Recycling" means transforming or remanufacturing waste
368 materials into usable or marketable materials for use other than landfill disposal or
369 incineration. "Recycling" does not include collection, compacting, repackaging, or sorting,
370 or any combination thereof, for the purpose of transport. "Recycling" does not include
371 combustion of solid waste or preparation of a fuel from solid waste.

372 (~~KKKK~~) LLLL. "Region" means the area encompassing those cities with solid
373 waste signed interlocal agreements and unincorporated areas of King County that are
374 included in the comprehensive solid waste management plan. "Region" includes all of
375 King County except the cities of Seattle and Milton.

376 (~~LLLL~~) MMMM. "Regional direct" means any solid waste, except C&D waste,
377 generated and collected in King County and transported to Cedar Hills regional landfill by
378 conventional long haul transfer vehicles from privately owned solid waste transfer stations

379 or intermediate handling facilities permitted by the health department as provided for in
380 King County board of health regulations.

381 ~~((MMMM.))~~ NNNN. "Regulated refrigerant" means a class I or class II substance
382 as listed in Title VI of the Federal Clean Air Act Amendments of 1990.

383 ~~((NNNN.))~~ OOOO. "Residual C&D waste" means the nonrecyclable waste
384 remaining after recycling processes have removed recyclable C&D materials.

385 ~~((OOOO.))~~ PPPP. "Reuse" means the return of a commodity into the economic
386 stream for use.

387 ~~((PPPP.))~~ QQQQ. "Rubbish" means all nonputrescible wastes, except C&D waste
388 or materials that have been source separated for the purpose of recycling.

389 ~~((QQQQ.))~~ RRRR. "Rural transfer facilities" means the Vashon and Enumclaw
390 transfer stations, the Cedar Falls and Skykomish drop box facilities, and other facilities the
391 division director designates as rural transfer facilities.

392 ~~((RRRR.))~~ SSSS. "Salvaging" or "scavenging" means the removal of materials
393 from a solid waste facility without the authorization of the division director and the health
394 officer.

395 ~~((SSSS.))~~ TTTT. "Secondary recyclable materials" means those recyclable
396 materials that have not been designated as being included in the county's minimum service
397 levels for recyclable materials collection. "Secondary recyclable" are those with generally
398 limited markets, a lack of collection systems, or a limited number of generators of the
399 material.

400 ~~((TTTT.))~~ UUUU. "Secured load" means a load of solid waste that has been
401 securely fastened, covered, or both in a manner that will prevent the covering or any part of

the load from becoming loose, detached, or leaving the vehicle while the vehicle is moving except sand may be dropped for the purpose of securing traction.

~~((UUUU.))~~ VVVV. "Self-hauler" means county residents, business, and institutions who choose to bring their municipal solid waste and recyclable materials to the transfer facilities themselves.

~~((VVVV.))~~ WWW. "Service Area" means each separate, geographical area of a city serviced by the city's own employees, a contract hauler, or a certificated hauler. For the unincorporated area, "service area" means each separate, geographical area specified in a certificate issued by the Washington Utilities and Transportation Commission to a certificated hauler. A contract or certificated hauler may provide service to more than one service area. Each such service area remains distinct even if serviced by the same contract or certificated hauler.

~~((WWW.))~~ XXXX. "Shall" and "will" in a policy mean that it is mandatory to carry out the policy. "Should" in a policy provides noncompulsory guidance and establishes some discretion in making decisions. "May" in a policy means that it is in the interest of the county or other named entity to carry out the policy but there is a total discretion in making decisions.

~~((XXXX.))~~ YYYY. "Solid waste" or "wastes" means all putrescible and nonputrescible solid and semisolid wastes, except wastes identified in WAC 173-350-020, including, but not limited to, garbage, rubbish, ashes, industrial wastes, commercial waste, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, contaminated soils and contaminated dredged material, discarded commodities, and recyclable materials.

425 (~~(YYYY-)~~) ZZZZ. "Solid waste collection entity" means every person owning,
426 controlling, operating or managing vehicles used in the business of transporting solid waste
427 for collection or disposal, or both, for compensation within the county jurisdiction,
428 including all certificated haulers, any city using its own employees, or any person operating
429 under a contract with or franchise from a city or town performing solid waste collection
430 services within the jurisdiction city or town's. For the purposes of K.C.C. 10.12.021, "solid
431 waste collection" entity is limited to certificated haulers, contract haulers, and any city
432 using its own employees.

433 (~~(ZZZZ-)~~) AAAAA. "Solid waste facility" means a disposal facility or intermediate
434 solid waste handling facility. "Solid waste facility" includes, but is not limited to, transfer
435 stations, intermodal facilities, landfills, incinerators, composting plants, and facilities for
436 the recycling or recovery of resources from solid waste or the conversion of the energy
437 from solid waste to more useful forms or combinations thereof. "Solid waste facility"
438 includes all contiguous land, including buffers and setbacks, and structures, other
439 appurtenances, and improvements on the land used for solid waste handling.

440 (~~(AAAAA-)~~) BBBBB. "Solid waste interlocal agreement" means an agreement
441 between a city and the county for use of the King County solid waste system for disposal of
442 solid waste generated or collected within the city.

443 (~~(BBBBB-)~~) CCCCC. "Solid waste management" means the systematic
444 administration of activities that provide for the reduction in generated volume, source
445 separation, collection, storage, transportation, transfer, recycling, processing, treatment, and
446 disposal of solid waste. "Solid waste management" includes public education and
447 marketing activities.

448 (~~BBBBB~~.) DDDDD. "Solid waste system" means King County's system of solid
449 waste facilities as authorized under RCW 36.58.040 as here enacted or otherwise amended
450 and as established in accordance with the approved King County comprehensive solid
451 waste management plan.

452 (~~DDDDD~~.) EEEE. "Source separation" means the separation of (~~recyclable~~
453 ~~materials from other~~) different kinds of solid waste at the place where the waste originates.

454 (~~EEEE~~.) FFFF. "Special waste" means all nonhazardous wastes that have
455 special handling needs or have specific waste properties that require waste clearance by
456 either the division or the health department, or both. These wastes are specified in the
457 waste acceptance rule (P.U.T. 7-1-5 (PR) or future amendments of that rule), and include
458 contaminated soil, asbestos-containing materials, wastewater treatment plant grit, industrial
459 wastes, and other wastes.

460 (~~FFFF~~.) GGGG. "Suspect waste" means any waste the division director
461 suspects may be unauthorized waste.

462 (~~GGGG~~.) HHHH. "Sustainable building principles" means the use of energy-
463 and resource-efficient site and building design, construction, operations, and management.

464 (~~HHHH~~.) IIII. "Transfer facility" or "transfer station" means a permanent
465 fixed, supplemental collection and transportation facility used by either persons or route
466 collection vehicles, or both to deposit collected solid waste from off-site into a larger
467 transfer vehicle for transport to a solid waste handling facility. "Transfer facility" or
468 "transfer station" may also include recycling operations.

469 (~~HHH~~.) JJJJ. "Unacceptable waste" means any material for which the
470 transportation or disposal would constitute a violation of any governmental requirement

pertaining to health, safety, or the environment. The material may include, but is not limited to, hazardous, extremely hazardous, or dangerous waste as designated under Washington state or federal law, including, but not limited to, regulations contained in the Washington Administrative Code, now in effect or as may be hereafter amended, or in the Code of Federal regulations, now in effect or as may be hereafter amended.

~~((JJJJ.))~~ KKKKK. "Unauthorized waste" means waste that is not acceptable for disposal at any or a specific solid waste facility according to applicable rules or a determination of the division director.

~~((KKKKK.))~~ LLLLL. "Uncompacted waste" means any solid waste in an uncompressed or loose condition.

~~((LLLLL.))~~ MMMMM. "Unincorporated service area" means the geographical area of unincorporated King County designated to receive the solid waste, recyclable material, and organics collection services defined in this chapter. The unincorporated service area does not include:

1. Vashon Island (served under Certificate No. G-87, Tariff No. 7);
2. Snoqualmie pass (served under Certificate No. G-237, Tariff No. 10); and
3. Areas where residential garbage collection service is not provided by a certificated hauler.

~~((MMMMM.))~~ NNNNN. "Unsecured load" means a load of solid waste that has not been securely fastened, covered, or both to prevent the covering or any part of the load from becoming loose, detached, or leaving the vehicle while the vehicle is moving.

492 (~~(NNNNN-)~~) OOOOO. "Urban transfer facilities" means the county's Algona, Bow
493 Lake, Factoria, Houghton, Shoreline, and Renton transfer facilities and other transfer
494 facilities the division director designates as urban transfer facilities.

495 (~~(OOOOO-)~~) PPPPP. "Washington Utilities and Transportation Commission"
496 means the state commission created under chapter 80.01 RCW, as now enacted or hereafter
497 amended.

498 (~~(PPPPP-)~~) QQQQQ. "Waste diversion plan" means a plan prepared in a format
499 approved by the division and submitted to the division by the generator, including but not
500 limited to the property owner or demolition contractor, for an eligible C&D demolition
501 project as required by K.C.C. 10.30.020.A.

502 (~~(QQQQQ-)~~) RRRRR. "Waste export" means the act of sending waste to a disposal
503 facility out of the region.

504 (~~(RRRRR-)~~) SSSSS. "Waste reduction" means reducing the amount or type of
505 waste generated.

506 (~~(SSSSS-)~~) TTTTT. "Waste stream" means the total flow of solid waste from
507 homes, businesses, institutions, and manufacturing plants that must be recycled or disposed
508 in landfills, or any segment thereof, such as the "residential waste stream" or the
509 "recyclable waste stream."

510 (~~(TTTTT-)~~) UUUUU. "White goods" means major appliances, including
511 refrigerators, freezers, heat pumps, air conditioners, stoves, ranges, dishwashers, washers,
512 dryers, trash compactors, dehumidifiers, and other appliances specified by the division
513 director.

514 (~~(UUUUU.)~~) VVVVV. "White goods collection area" means an area used by
515 county residents to deposit source separated white goods.

516 (~~(VVVVV.)~~) WWWWW. "Wood waste" means solid waste consisting of wood
517 pieces or particles generated as a byproduct resulting from the handling and processing of
518 wood, including, but not limited to, hog fuel, sawdust, shavings, chips, bark, small pieces
519 of wood, stumps, limbs, and any other material composed largely of wood that has no
520 significant commercial value, but does not include slash developed from logging
521 operations unless disposed of on a different site, and does not include wood pieces or
522 particles containing chemical preservatives such as creosote, pentachlorophenol, or
523 copper-chrome-arsenate.

524 (~~(WWWWW.)~~) XXXXX. "Woody debris" means natural vegetation greater than
525 four inches in diameter, four feet in length, or both, such as stumps, fallen tree branches
526 or limbs, resulting from land clearing activity, storms, or natural disasters.

527 (~~(XXXXX.)~~) YYYYY. "Yard waste" means a compostable organic material
528 generated in yards or gardens, including but not limited to, leaves, grass, branches,
529 prunings, and clippings of woody and fleshy plants and unflocked holiday trees, but does
530 not include rocks, dirt or sod, concrete, asphalt, bricks, land-clearing wastes, demolition
531 wastes, wood waste, or food waste.

532 (~~(YYYYY.)~~) ZZZZZ. "Yard waste collection area" means an area used by county
533 residents, businesses and institutions to deposit source-separated yard waste.

534 (~~(ZZZZZ.)~~) AAAAA. "Zero waste of resources" is a planning principle and
535 framework designated to eliminate the disposal of materials with economic value through
536 reuse, recycling, or both.

537 SECTION 2. Sections 3 and 4 of this ordinance should constitute a new chapter
538 in K.C.C. Title 10.

539 NEW SECTION. SECTION 3. There is hereby added to the chapter established
540 in section 2 of this ordinance a new section to read as follows:

541 A. The definitions in this subsection apply throughout this chapter unless the
542 context clearly requires otherwise:

543 1. "Business" means a commercial or public entity as defined in RCW
544 70A.205.545 and includes, but is not limited to, a firm, partnership, proprietorship, joint
545 stock company, corporation, or association that is organized as a for-profit or nonprofit
546 entity, which includes schools, churches, and hospitals. "Business" in this chapter does
547 not include multifamily residential entities.

548 2. "Nonorganics" or "nonorganic material" means material that does not meet the
549 definition of "organics" in K.C.C. 10.04.020. Nonorganic material may include, but is
550 not limited to, nonorganic food packaging, municipal solid waste, and other recyclable
551 materials besides organics.

552 B. Any business located in unincorporated King County and meeting the criteria
553 described in subsection C. of this section shall:

554 1. Subscribe to and use a service that includes organics collection and organic
555 materials management as set forth in RCW 70A.205.545(3)(a);

556 2. At the business's location, separate organics from other recyclable materials
557 and municipal solid waste, and place organics into an organics only collection container;
558 and

559 3. Exclude food packaging or packaged food from being placed in the business's
560 organics collection container unless the food packaging also meets the definition of
561 organics in K.C.C. 10.04.020;

562 C. To be subject to the requirements in subsection B. of this section, a business
563 must meet all of the following criteria:

564 1. The business is located in the Business Organics Management Area for King
565 County as annually determined by the Washington state Department of Ecology;

566 2. The business generates at least ninety-six gallons of organics per week or
567 other volumetric threshold established by the Washington state Department of Ecology
568 under RCW 70A.205.545. The wastes that do not count for purposes of determining the
569 organics volumes in this subsection shall be consistent with RCW 70A.205.545; and

570 3. The business is not managing its organics through any of the organics
571 materials management options listed in RCW 70A.205.545(3)(b), (c), and (d) as
572 alternatives to source separating organics from other wastes and subscribing to a service
573 that includes organics collection and organic materials management as set forth in RCW
574 70A.205.545(3)(a).

575 NEW SECTION. SECTION 4. There is hereby added to the chapter established
576 in section 2 of this ordinance a new section to read as follows:

577 A. The division director is authorized and directed to enforce the requirements in
578 this chapter.

579 B. Any business owner who violates or fails to comply with any provision of this
580 chapter by any act or omission shall be subject to the enforcement and civil penalties in
581 this chapter.

582 C. For the organics collection and organic materials management requirements in
583 RCW 70A.205.545(3)(a) and section 3.B. of this ordinance, the following shall apply:

584 1. Before imposing a civil penalty under subsection C.2. of this section when a
585 business has been determined to be in violation, division flow control program staff shall
586 issue at least:

587 a. after the effective date of this ordinance, one notification letter to a business
588 informing them of the requirements of this chapter by certified mail; and

589 b. one notice of violation by certified mail after the notification letter in
590 subsection C.1.a. of this section;

591 2. After being issued at least the notification letter and at least one notice of
592 violation without the imposition of a penalty under this section, a business in violation is
593 subject to a civil penalty in an amount of:

594 a. five hundred dollars for each day of violation for a first violation by a
595 business;

596 b. seven hundred fifty dollars for each day of violation for a second violation
597 by a business; and

598 c. one thousand dollars for each day of violation for a third or subsequent
599 violation by a business;

600 3. No more than one violation per day shall be issued;

601 4. A small business, as defined in RCW 19.85.020, may not be assessed more
602 than ten thousand dollars in penalties under this section in a single calendar year;

603 5. A penalty imposed under this section may be appealed to the Washington
604 state Pollution Control Hearings Board created in chapter 43.21B RCW.

605 D. For the organics collection and organic materials management requirements as
606 set forth in RCW 70A.205.545(3)(a) and section 3.B. of this ordinance, the enforcement
607 provisions include, but are not limited to, the following:

608 1. An organics collection container with more than five percent nonorganic
609 material by volume constitutes a violation. If a business has more than one organics
610 collection container, the five percent threshold shall apply cumulatively across all
611 organics collection containers onsite at the time of inspection;

612 2. Division flow control program staff are authorized to make lawful inspections
613 of the premises of any business suspected of violating this chapter. Information about a
614 suspected violation may come from a complaint; and

615 3. Division flow control program staff are permitted to make a visual
616 determination that a violation has occurred and are not required to empty organics

617 collection containers and sort through the contents.

618 SECTION 5. This ordinance takes effect January 1, 2027.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Pedroza, Clerk of the Council

APPROVED this ____ day of _____, ____.

Girmay Zahilay, County Executive

Attachments: None

1

August 10, 2026

Designated Recyclables List

[J. Tracy]

Sponsor: Mosqueda

Proposed No.: 2026-0203

1 **AMENDMENT TO PROPOSED ORDINANCE 2026-0203, VERSION 1**

2 On page 29, after line 617, insert:

3 "SECTION 5. The solid waste division shall, in its next comprehensive solid
4 waste management plan update, revise the designated recyclables list to conform with
5 this ordinance. The division shall also review and update as necessary its rules and
6 public communications to conform with this ordinance, no later than January 1, 2027."

7 Renumber the remaining sections consecutively and correct any internal references
8 accordingly.

9 **EFFECT prepared by J. Tracy: *Directs the Solid Waste Division to update the***
10 ***designated recyclables list and other rules and communications to conform with the***
11 ***changes made in this ordinance.***

Attachment 3
Comparison of Proposed Ordinance to the Organics Management Law

Provision Topic	Organics Management Laws (OML) Language	Proposed Ordinance (PO) Language	Policy Comparison
Definitions			
"Business"	RCW 70A.205.545(9): (9)(a)(i) "Business" means a commercial or public entity including, but not limited to, a firm, partnership, proprietorship, joint stock company, corporation, or association that is organized as a for-profit or nonprofit entity. (ii) "Business" does not include a multifamily residential entity.	Sec. 3 of PO, subsection A.1.: 1. "Business" means a commercial or public entity as defined in RCW 70A.205.545 and includes, but is not limited to, a firm, partnership, proprietorship, joint stock company, corporation, or association that is organized as a for-profit or nonprofit entity, which includes schools, churches, and hospitals. "Business" in this chapter does not include multifamily residential entities.	PO and OML use same definition.
"Organics"	RCW 70A.205.015(16): (16) (a)(i) "Organic materials" means any solid waste that is a biological substance of plant or animal origin capable of microbial degradation. (ii) Organic materials include, but are not limited to, manure, yard debris, food waste, food processing waste, wood waste, and garden waste. (b) "Organic materials" does not include any materials contaminated by herbicides, pesticides, pests, or other sources of chemical or biological contamination that would render a finished product of an organic material management process unsuitable for general public or agricultural use.	Sec. 1 of PO, subsection UUU.: UUU. "Organics" means <u>any solid waste that is a biological substance of plant or animal origin capable of microbial degradation and includes "organic materials" as defined in RCW 70A.205.015, consisting of, but not limited to, yard waste, food waste, and soiled paper products determined by the division director to be acceptable for composting.</u>	PO modifies existing definition of "organics" in King County Code (KCC) to incorporate the definition of "organic materials" used in the OML. The PO makes explicit these terms are interchangeable terms.
"Organic Materials Management"	RCW 70A.205.015(17): (17) "Organic materials management" means management of organic materials through composting, anaerobic digestion, vermiculture, black soldier fly, or similar technologies.	Sec. 1 of PO, subsection VVV.: VVV. <u>"Organic materials management" means management of organics through composting, anaerobic digestion, vermiculture, black soldier fly production, or similar technologies.</u>	PO adds definition for "organic materials management" in KCC. PO and OML use same definition.
"Source Separation"	RCW 70A.205.015(26): (26) "Source separation" means the separation of different kinds of solid waste at the place where the waste originates.	Sec. 1 of PO, subsection EEEE.: ((DDDD)) EEEEE. "Source separation" means the separation of ((recyclable materials from other)) <u>different kinds of solid waste at the place where the waste originates.</u>	PO modifies existing definition of "source separation" in KCC to be the same as the OML.

Attachment 3
Comparison of Proposed Ordinance to the Organics Management Law

Provision Topic	Organics Management Laws (OML) Language	Proposed Ordinance (PO) Language	Policy Comparison
Criteria for Businesses That Are Subject to the Organics Management Requirements			
Business Location	RCW 70A.205.545(1)(b)(i): (1)(b)(i) The department must determine and designate that the restrictions of this section apply to businesses in a jurisdiction unless the department determines that the businesses in some or all portions of the city or county have: (A) No available businesses that collect and deliver organic materials to solid waste facilities that provide for the organic materials management of organic material waste and food waste; or (B) No available capacity at the solid waste facilities to which businesses that collect and deliver organic materials could feasibly and economically deliver organic materials from the jurisdiction. RCW 70A.205.545(1)(c): (1)(c) The department must make the result of the annual determinations required under this section available on its website. Business Organic Management Area Ecology Map	Sec. 3 of PO, subsection B. limits application to unincorporated area: B. Any business located in unincorporated King County and meeting the criteria described in subsection C. of this section shall... Sec. 3 of PO, subsection C.1.: 1. The business is located in the Business Organics Management Area for King County as annually determined by the Washington state Department of Ecology;	No difference between PO and OML except that the PO only covers the unincorporated areas.

Attachment 3
Comparison of Proposed Ordinance to the Organics Management Law

Provision Topic	Organics Management Laws (OML) Language	Proposed Ordinance (PO) Language	Policy Comparison
Volume of Organics Generated by Business	RCW 70A.205.545(2)(a)(iii): (2)(a)(iii) Beginning January 1, 2026, a business that generates at least 96 gallons of organic material waste per week shall arrange for organic materials management services specifically for organic material waste, unless the department determines, by rule, that additional reductions in the landfilling of organic materials would be more appropriately and effectively achieved, at reasonable cost to regulated businesses, through the establishment of a different volumetric threshold of organic waste material than the threshold of 96 gallons of organic material waste per week. RCW 70A.205.545(2)(b): (2) (b) The following wastes do not count for purposes of determining waste volumes in (a) of this subsection: (i) Wastes that are managed on-site by the generating business; (ii) Wastes generated from the growth and harvest of food or fiber that are managed off-site by another business engaged in the growth and harvest of food or fiber; (iii) Wastes that are managed by a business that enters into a voluntary agreement to sell or donate organic materials to another business for off-site use; (iv) Wastes generated in exceptional volumes as a result of a natural disaster or other infrequent and unpreventable event; and (v) Wastes generated as a result of a food safety event, such as a product recall, that is due to foreign material or adverse biological activity that requires landfill destruction rather than organic material management.	Sec. 3 of PO, subsection C.2: 2. The business generates at least ninety-six gallons of organics per week or other volumetric threshold established by the Washington state Department of Ecology under RCW 70A.205.545. The wastes that do not count for purposes of determining the organics volumes in this subsection shall be consistent with RCW 70A.205.545;	No difference between PO and OML.
Required Actions for Businesses Subject to the Organics Requirements			

Attachment 3
Comparison of Proposed Ordinance to the Organics Management Law

Provision Topic	Organics Management Laws (OML) Language	Proposed Ordinance (PO) Language	Policy Comparison
Allowable Organics Management Options	RCW 70A.205.545(3): (3) A business may fulfill the requirements of this section by: (a) Source separating organic material waste from other waste, subscribing to a service that includes organic material waste collection and organic materials management, and using such a service for organic material waste generated by the business; (b) Managing its organic material waste on-site or self-hauling its own organic material waste for organic materials management; (c) Qualifying for exclusion from the requirements of this section consistent with subsection (1)(b) of this section; or (d) For a business engaged in the growth, harvest, or processing of food or fiber, entering into a voluntary agreement to sell or donate organic materials to another business for off-site use. <i>State statute allows the local government to adopt more stringent or comprehensive requirements.</i> RCW 70A.205.545(6)(a): (6)(a) This section does not limit the authority of a local governmental agency to adopt, implement, or enforce a local organic material waste recycling requirement, or a condition imposed upon a self-hauler, that is more stringent or comprehensive than the requirements of this chapter.	Sec. 3 of PO makes it a requirement for a business to do the following if the business meets the geographical business location and organics volume threshold requirements described in the previous rows of the table AND the business is not managing its organics through the options in (b), (c), and (d) in the cell to the left: B. Any business located in unincorporated King County and meeting the criteria described in subsection C. of this section shall: 1. Subscribe to and use a service that includes organics collection and organic materials management as set forth in RCW 70A.205.545(3)(a); 2. At the business's location, separate organics from other recyclable materials and municipal solid waste, and place organics into an organics only collection container; and 3. Exclude food packaging or packaged food from being placed in the business's organics collection container unless the food packaging also meets the definition of organics in K.C.C. 10.04.020;	PO aligns with OML in requiring businesses subject to the requirements to subscribe and use a service that includes organics collection and organic materials management unless the business has opted for one of the allowable alternatives. PO provides explicit direction that is included in the definition of source separation in the OML that source separation occurs at the business's location. The PO explicitly prohibits food packaging and packaged food is prohibited from being placed in the business's organics container unless the packaging meets the definition of organics in KCC. While the OML does not specifically provide that packaging meeting the definition of organics is allowed in organics collection containers, it is implied.

Attachment 3
Comparison of Proposed Ordinance to the Organics Management Law

Provision Topic	Organics Management Laws (OML) Language	Proposed Ordinance (PO) Language	Policy Comparison
Enforcement and Civil Penalties			
Enforcement Entity	RCW 70A.205.545(1)(d): (1)(d) The requirements of this section may be enforced by jurisdictional health departments or a jurisdiction implementing a plan under this chapter... <i>The "plan" referenced above refers to a Comprehensive Solid Waste Management Plan.</i>	Sec. 4 of PO, subsection A.: A. The division director is authorized and directed to enforce the requirements in this chapter.	The OML provides that, for King County, either Public Health - Seattle King County or the Solid Waste Division (SWD) may enforce the requirements but does not require that enforcement occur. PO authorizes and directs specifically the SWD Director to enforce the requirements.
How Enforcement Would Occur	<i>State statute does not specify how enforcement occurs outside of the notification and penalties described later in the table but does allow the local government agency to adopt more stringent or comprehensive requirements.</i> RCW 70A.205.545(6)(a): (6)(a) This section does not limit the authority of a local governmental agency to adopt, implement, or enforce a local organic material waste recycling requirement, or a condition imposed upon a self-hauler, that is more stringent or comprehensive than the requirements of this chapter.	Sec. 4 of PO, subsection D.2 and D.3.: 2. Division flow control program staff are authorized to make lawful inspections of the premises of any business suspected of violating this chapter. Information about a suspected violation may come from a complaint; and 3. Division flow control program staff are permitted to make a visual determination that a violation has occurred and are not required to empty organics collection containers and sort through the contents.	The PO provides specifics on how enforcement would occur where the OML does not specify.
What Constitutes a Violation	<i>State statute does not make explicit what constitutes a violation but allows the local government to adopt more stringent or comprehensive requirements.</i> RCW 70A.205.545(6)(a): (6)(a) This section does not limit the authority of a local governmental agency to adopt, implement, or enforce a local organic material waste recycling requirement, or a condition imposed upon a self-hauler, that is more stringent or comprehensive than the requirements of this chapter.	Sec. 4 of PO, subsection D.1.: 1. An organics collection container with more than five percent nonorganic material by volume constitutes a violation. If a business has more than one organics collection container, the five percent threshold shall apply cumulatively across all organics collection containers onsite at the time of inspection;	Under the PO a violation occurs if aa business's organics collection bin contains more than 5% by volume of nonorganic material. While this specific threshold is not established by the OML, it aligns with the Ecology draft rule language that propose a 5% limit on physical contaminants for inbound loads of organics to composting facilities.

Attachment 3
Comparison of Proposed Ordinance to the Organics Management Law

Provision Topic	Organics Management Laws (OML) Language	Proposed Ordinance (PO) Language	Policy Comparison
Required Notification	RCW 70A.205.545(8)(a): (a) Prior to imposing a civil penalty under (b) of this subsection when a business has been determined to be in violation of the requirements of this section, a jurisdictional health department or jurisdiction implementing a plan under this chapter must issue at least: (i) One notification letter to a business informing them of the requirements of this chapter by certified mail; and (ii) One notice of violation by certified mail subsequent to the notification letter in (a)(i) of this subsection.	Sec. 4 of PO, subsection C.1.: 1. Before imposing a civil penalty under subsection C.2. of this section when a business has been determined to be in violation, division flow control program staff shall issue at least: a. after the effective date of this ordinance, one notification letter to a business informing them of the requirements of this chapter by certified mail; and b. one notice of violation by certified mail after the notification letter in subsection C.1.a. of this section;	No difference between PO and OML.
Civil Penalty Amounts	RCW 70A.205.545(8)(b) and (c): (b) After being issued at least the notification letter and at least one notice of violation without the imposition of a penalty under (a) of this subsection, beginning July 1, 2026, a business in violation of the requirements of this section is subject to a minimum civil penalty, imposed by a jurisdiction implementing a plan under this chapter or a jurisdictional health department, in an amount of: (i) \$500 for each day of violation for a first violation by a business that results in a penalty under this section; (ii) \$750 for each day of violation for a second violation by a business that results in a penalty under this section; (iii) \$1,000 for each day of violation for a third or subsequent violation by a business that results in a penalty under this section. (c) Except as provided in (d) of this subsection, a jurisdictional health department or jurisdiction enforcing the requirements of this section may adopt civil penalties that exceed the minimum penalties specified in (b) of this subsection.	Sec. 4 of PO, subsection C.2.: 2. After being issued at least the notification letter and at least one notice of violation without the imposition of a penalty under this section, a business in violation is subject to a civil penalty in an amount of: a. five hundred dollars for each day of violation for a first violation by a business; b. seven hundred fifty dollars for each day of violation for a second violation by a business; and c. one thousand dollars for each day of violation for a third or subsequent violation by a business;	While the OML allows a jurisdiction to adopt civil penalties that exceed the minimum penalties specified, the PO uses the same amounts as the OML.

Attachment 3
Comparison of Proposed Ordinance to the Organics Management Law

Provision Topic	Organics Management Laws (OML) Language	Proposed Ordinance (PO) Language	Policy Comparison
Violation Maximums	RCW 70A.205.545(8)(d): (d) A small business, as defined in RCW 19.85.020, may not be assessed more than \$10,000 in penalties under this section in a single calendar year. RCW 19.85.020(3): (3) "Small business" means any business entity, including a sole proprietorship, corporation, partnership, or other legal entity, that is owned and operated independently from all other businesses, and that has fifty or fewer employees.	Sec 4 of PO, subsections C.3. and C.4.: 3. No more than one violation per day shall be issued; 4. A small business, as defined in RCW 19.85.020, may not be assessed more than ten thousand dollars in penalties under this section in a single calendar year;	No difference between PO and OML on small business maximum. While not explicit in the OML, the PO clarifies that no more than one violation per day shall be issued. This means that, under the PO, a business could be determined to be out of compliance with more than one of the specific requirements -- such as not source separating onsite at the business location and including food packaging in its organics container -- but it would only count as a single violation.
Appeal of Civil Penalties	RCW 70A.205.545(8)(f): (f) A penalty imposed under this section may be appealed to the pollution control hearings board created in chapter 43.21B RCW.	Sec. 4 of PO, subsection C.5.: 5. A penalty imposed under this section may be appealed to the Washington state Pollution Control Hearings Board created in chapter 43.21B RCW.	No difference between PO and OML.



Metropolitan King County Council Staff Report

Committee:	Transportation, Economy, and Environment Committee		
Agenda Item:	12	Analyst(s):	Mary Bourguignon
Proposed No.:	2026-0098	Meeting Date:	August 18, 2026

OVERVIEW

TOPIC: Proposed Motion 2026-0098 would acknowledge receipt of the East Link Connections Transit Gap Service Analysis Report, which was required by a budget proviso.

LEGISLATION SUMMARY

In March 2025, the Council approved Ordinance 19899, the **East Link Connections** transit restructure, which authorized Metro to make changes to more than 40 bus routes to coordinate with the full opening of Sound Transit's 2 Line (East Link) light rail.

In response to service gaps noted after partial implementation of the transit restructure, the Council approved a budget proviso requesting a report identifying potential transit solutions in several Bellevue neighborhoods, specifically related to changes to Routes 226 and 240. Proposed Motion 2026-0098 would acknowledge receipt of that report.

KEY ISSUES FROM THE ANALYSIS

The report as transmitted appears to respond to the proviso requirements.

- A. Changes to the identified routes would result in tradeoffs.** The report identifies options to make changes to Routes 226 and 240 to address service gaps along Richards Road but notes these changes would cause tradeoffs for other bus passengers.
- B. Expanding Metro Flex is not recommended by the Executive.** The report analyzes two potential expansions of Metro Flex service (see Attachment 3) but notes that the potential expansions would serve few households at high cost and are not recommended in the report.
- C. The East Link Connections restructure is not yet fully implemented.** The final phase of the bus restructure will be implemented in Fall 2026. By Fall 2027, Metro is required to complete further community engagement, transmit a performance report, and transmit an updated proviso report on transit service gaps.

East Link Connections. In March 2025, in anticipation of the full opening of Sound Transit's 2 Line (East Link) light rail, the Council approved Ordinance 19899, a transit service restructure that authorized Metro to make changes to more than 40 bus routes. Figure 1 shows the restructure area.

Because the timing of the 2 Line's opening across Lake Washington was not known at that time, Ordinance 19899 allowed Metro to implement the transit restructure in phases based on the 2 Line's timeline. Metro began implementing the East Link Connections restructure through administrative changes in March and June 2025,¹ and then through the changes approved by Ordinance 19899 at its Fall 2025 and Spring 2026 service changes. The 2 Line opened across Lake Washington in March 2026. Metro will complete the East Link restructure at its Fall 2026 service change.² Attachment 4 to this staff report lists the affected bus routes and shows when the changes approved by Ordinance 19899 were (or are planned to be) implemented. To measure the success of the restructured transit network, Ordinance 19899 requires Metro to engage with local communities and report on the performance of the network by Fall 2027, after its first full year of service.

Transit service gaps identified. In Fall 2025, after Metro began implementing the East Link Connections bus restructure but before the 2 Line opened across the lake, neighborhood residents identified service gaps in the Woodridge, Bel-Red, and Crossroads neighborhoods of Bellevue, specifically related to changes to Routes 226, 240, and 246. Attachment 3 shows the changes made to these routes by Ordinance 19899.

In response, the Council added a proviso requirement to the 2026-2027 budget ordinance, asking Metro to prepare an East Link Connections Transit Gap Service Analysis Report.³

P14 PROVIDED FURTHER THAT:

Of this appropriation, \$100,000 shall not be expended or encumbered until the executive transmits an East Link Connections transit gap service analysis report and a motion acknowledging receipt of the report, and a motion acknowledging receipt of the report is passed by the council. The motion should reference the subject matter, the proviso's ordinance number, ordinance section and proviso number in both the title and body of the motion.

The East Link Connections transit gap service analysis report shall use the extensive analysis and community outreach information collected by the Metro transit department as part of its East Link Connections Mobility Project, as well as additional information as needed, to identify

¹ K.C.C. 28.94.020 allows Metro to make administrative changes on its own. These are defined as those that affect a route's weekly service hours by 25% or less, move the location of a bus stop by ½ mile or less, or only change route numbers. Major (non-administrative) service changes require Council approval.

² Route 251, a new route between Woodinville Park & Ride and Marymoor Village Station, will be implemented at the Spring 2027 service change.

³ Ordinance 20023, Section 116, Proviso P14, as amended by Ordinance 20086, Section 96, Proviso P14

potential solutions to the transit service gaps in the Woodridge, Bel-Red, and Crossroads neighborhoods of Bellevue that were created by the East Link Connections Mobility Project approved by Ordinance 19899, specifically by the changes that were made to routes 226 and 240 and by the elimination of route 246, by including:

A. A summary of potential changes to routes 226 or 240 that could restore services to Richards Road, such as infrastructure investments, routing changes, speed and reliability improvements, bus stop consolidation, and changed route terminus locations; and

B. A description of flexible service pilots that could be implemented or expanded in the Woodridge, Bel-Red, and Crossroads neighborhoods in Bellevue to provide connections to frequent transit service.

The executive should electronically file the report and motion required by this proviso no later than ~~((February 19)) April 22, 2026~~ with the clerk of the council, who shall retain an electronic copy and provide an electronic copy to all councilmembers, the council chief of staff and the lead staff for the transportation, economy, and environment committee or its successor.

ANALYSIS

[↑ BACK TO TOP](#)

The report as transmitted appears to respond to the proviso requirements.

Key Issue A. Changes to the identified routes would result in tradeoffs. In response to Section A of the proviso requirement, the report identifies options to make changes to Routes 226 and 240 to address service gaps along Richards Road but notes these changes would cause tradeoffs for other bus passengers.

The report analyzes the potential impacts of returning Routes 226 and/or 240 to their former pathways (see Attachment 3) or to revised pathways to serve portions of Richards Road, noting that making these changes for either route would be greater than Metro could make administratively and thus would require Council action.

- **Route 240.** Returning Route 240 to its previous pathway would restore service to portions of Richards Road in the Woodridge neighborhood but would no longer serve the 2 Line's South Bellevue Station, which the report states would have both ridership and travel time implications:
 - **Ridership:** 65 daily boardings for previous pathway, 80 daily boardings for new⁴
 - **Travel time:** Returning to the previous pathway would add 5-12 minutes travel time to reach light rail
- **Route 226.** Revising Route 226 to serve Richards Road would have implications for ridership, travel time, and operations:

⁴ Boardings on the new pathway for Route 240 were measured prior to the 2 Line opening across the lake

- **Ridership:** The current Route 226 pathway provides the only two-way service on SE Eastgate Way, including service to and from Porchlight Emergency Men’s Shelter
- **Travel time:** Changing the pathway of Route 226 would add 5-12 minutes travel time to reach light rail
- **Operations:** If the Route 226 pathway is changed, a new terminal and layover location near downtown Bellevue would be needed, as Route 226 currently terminates and has layover space at South Bellevue Station

The report notes that travel time along Richards Road could be reduced for either Route 226 or 240 by investing in speed and reliability improvements such as transit signal priority (TSP), but states that each TSP installation would cost approximately \$10,000 and require approval from the City of Bellevue. Other infrastructure improvements such as bus-only lanes would require significant capital investment and approval from the City.

The report notes that Metro’s adopted Service Guidelines⁵ and the feedback Metro heard during its community engagement process favor adding frequency on higher ridership routes instead of maintaining “coverage” routes with low ridership. The report states that the changes made by Ordinance 19899 to Routes 226 and 240 and the deletion of Route 246, comply with this guidance. 🏠

Key Issue B. Expanding Metro Flex is not recommended by the Executive. In response to Section B of the proviso requirement, the report analyzes two potential expansions of Metro Flex⁶ service but notes that the potential areas would serve few households at high cost, meaning they are not recommended. Specifically:

- **Metro Flex in Bel-Red and Crossroads.** Ordinance 19899 made changes to Route 249 that removed transit access in some portions of the Bel-Red neighborhood, as well as changes to Routes 221 and 226 that removed transit access in some portions of the Crossroads and Northeast neighborhoods.

Most of the Crossroads and Northeast neighborhoods are currently served by the **Overlake Metro Flex pilot**, which will run between September 2025 and September 2027. The report analyzed potential expansions of the Overlake Metro Flex to cover areas of Bel-Red, Crossroads, and Northeast that lost service due to the East Lake Connections transit restructure. (See Attachment 3 for a map of the potential expansion.) The report states that this expansion is not recommended because:

⁵ Ordinance 19367, Attachment B

⁶ Metro Flex ([link](#)) is an app-based, on-demand mobility service that is offered in a number of communities throughout King County, typically serving as a first-mile/last-mile bridge to frequent transit.

- **Few households would be served.** The area identified for potential expansion is not dense, meaning there is not much potential for additional ridership and the potential to diminish the operational efficiency of the existing Overlake pilot. Service to the restaurants, coffee shops, and food markets in the area could require long trip distances.
- **Costs would be high.** Expanding the existing Overlake Metro Flex service area would require an additional vehicle above the two currently in service, as well as an additional 4,160 service hours each year at a cost of \$310,300 per year.
- **Metro Flex in Woodridge.** Ordinance 19899 made changes to Route 240 and deleted Route 246, which removed transit access in the Woodridge neighborhood along Richards Road. The report analyzed a potential new Metro Flex service in this area. (See Attachment 3 for a map of the potential new Metro Flex service area.) The report states that this expansion is not recommended because:
 - **Few households would be served.** The area identified for the potential new Metro Flex service is not dense, has a small population, and has road connectivity issues, meaning that few households would be served. The report notes that a previous on-demand service in the neighborhood was ultimately cancelled because the cost per ride was too high to support the overall cost.
 - **Costs would be high.** Creating a new Woodridge Metro Flex would require two vehicles and 8,700 service hours a year at a cost of \$648,800 per year.
 - **Many trips may be denied.** Metro Flex is meant to operate where there is no nearby access to transit. If there is a fixed-route bus available within a quarter mile to make the requested trip with a similar travel time, the Metro Flex service will deny the request and direct the passenger to the appropriate bus. The report notes that the areas around the potential new Metro Flex service area have a number of frequent, fixed-route transit services (Routes 223, 246, 270, and 226) meaning that many potential Metro Flex requests, except those to Eastgate Park & Ride, would be denied and riders directed to existing bus routes. 🏠

Key Issue C. East Link Connections restructure is not yet fully implemented. The final phase of the East Link Connections transit restructure will be implemented at the Fall 2026 service change, which will begin August 29, 2026.⁷ Attachment 4 to this staff report shows how the authorized changes have been (or will be) implemented in phases that will continue through the Fall 2026 service change.

The transmitted proviso report describes potential options to address service gaps based on the portion of the East Link Connections bus restructure that occurred prior to the full

⁷ One final change, the launch of new Route 251, is planned for Spring 2027.

implementation of the restructure and prior to the full opening of the 2 Line across Lake Washington. Metro is required to complete further community engagement and prepare a performance report by Fall 2027. In addition, the 2026-2027 first budget omnibus⁸ requires an updated transit service gap analysis for the same routes and geographic area covered in this proviso report to be transmitted to Council by Fall 2027.

The action the Council would be taking through Proposed Motion 2026-0098 would be to acknowledge receipt of the proviso report, not to make any changes to transit service in the area. As noted, the report, as transmitted, appears to meet the requirements of the proviso. 🏠

INVITED

- Brian Henry, Eastside Service Planning Lead, Metro Transit Department
- Graydon Newman, Service Planning Supervisor, Metro Transit Department
- Luke Distelhorst, Senior Community Engagement Planner, Metro Transit Department

ATTACHMENTS

1. Proposed Motion 2026-0098 and its attachment
2. Transmittal Letter
3. Maps of Routes 226, 240, 246, and potential Metro Flex expansion areas
4. East Link Connections Timing of Bus Route Changes

⁸ Ordinance 20086



KING COUNTY

Signature Report

ATTACHMENT 1

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Motion

Proposed No. 2026-0098.1

Sponsors Balducci

1 A MOTION acknowledging the receipt of the East Link
2 Connections transit gap service analysis report in
3 compliance with the 2026-2027 Biennial Budget
4 Ordinance, Ordinance 20023, Section 116, Proviso P14.

5 WHEREAS, the 2026-2027 Biennial Budget Ordinance, Ordinance 20023,
6 Section 116, Proviso P14, states that \$100,000 of the moneys appropriated to transit from
7 the public transportation operating fund shall not be expended or encumbered until the
8 transit department transmits an East Link Connections transit gap service analysis report
9 together with a motion acknowledging receipt of the report, and

10 WHEREAS, the East Link Connections transit gap service analysis report is
11 required to include:

12 1. A summary of potential changes to routes 226 or 240 that could restore
13 services to Richards Road, such as infrastructure investments, routing changes, speed and
14 reliability improvements, bus stop consolidation, and changed route terminus locations;
15 and

16 2. A description of flexible service pilots that could be implemented or expanded
17 in the Woodridge, Bel-Red, and Crossroads neighborhoods in Bellevue to provide
18 connections to frequent transit service;

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

20 The council hereby acknowledges receipt of the East Link Connections
21 transit gap service analysis report, Attachment A to this motion, as required by
22 Ordinance 20023, Section 116, Proviso P14.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Pedroza, Clerk of the Council

APPROVED this ____ day of _____, ____.

Girmay Zahilay, County Executive

Attachments: A. East Link Connections Transit Gap Service Analysis Report, April 2026

East Link Connections Transit Gap Service Analysis Report

April 22, 2026



King County

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I. Proviso Text

Ordinance 20023, Section 116, Proviso P14¹

P14 PROVIDED FURTHER THAT:

Of this appropriation, \$100,000 shall not be expended or encumbered until the executive transmits an East Link Connections transit gap service analysis report and a motion acknowledging receipt of the report, and a motion acknowledging receipt of the report is passed by the council. The motion should reference the subject matter, the proviso's ordinance number, ordinance section and proviso number in both the title and body of the motion.

The East Link Connections transit gap service analysis report shall use the extensive analysis and community outreach information collected by the Metro transit department as part of its East Link Connections Mobility Project, as well as additional information as needed, to identify potential solutions to the transit service gaps in the Woodridge, Bel-Red, and Crossroads neighborhoods of Bellevue that were created by the East Link Connections Mobility Project approved by Ordinance 19899, specifically by the changes that were made to routes 226 and 240 and by the elimination of route 246, by including:

A. A summary of potential changes to routes 226 or 240 that could restore services to Richards Road, such as infrastructure investments, routing changes, speed and reliability improvements, bus stop consolidation, and changed route terminus locations; and

B. A description of flexible service pilots that could be implemented or expanded in the Woodridge, Bel-Red, and Crossroads neighborhoods in Bellevue to provide connections to frequent transit service.

The executive should electronically file the report and motion required by this proviso no later than February 19, 2026, with the clerk of the council, who shall retain an electronic copy and provide an electronic copy to all councilmembers, the council chief of staff and the lead staff for the transportation, economy, and environment committee or its successor.

II. Executive Summary

In response to the Proviso in Ordinance 20023, Section 116, Transit, P14, this report summarizes transit service gaps resulting from implementation of the East Link Connections Mobility Project (ELC) as approved by Ordinance 19899, specifically in the Bellevue neighborhoods of Bel-Red, Crossroads and Woodridge from changes in routes 226 and 240, and deletion of Route 246. This report identifies potential solutions and associated trade-offs for filling gaps in these neighborhoods, including an alternative pathway through Woodridge to restore service on Richards Road, which would remove the pathway serving South Bellevue Station between Eastgate Park-and-Ride and East Main Station, and potential Metro Flex on-demand pilot service options.

Potential changes to Route 240 to restore transit service to Richards Road

To restore transit service to Richards Road, Route 240 could revert to its pathway prior to the August 30, 2025, changes. The prior pathway leaves Eastgate Park-and-Ride via 139th Avenue Southeast to Southeast 26th Street to Richards Road and continues to downtown Bellevue via Lake Hills Connector, Southeast 8th Street and 112th Avenue Southeast. This would allow all of Richards Road and adjacent areas to be within a quarter mile of a bus stop. Figure 1 on page nine shows the current Route 240 and a revised Route 240 with potential changes described above.

In Woodridge and adjacent areas near Eastgate Park-and-Ride, 12 stops lost service due to Route 240 pathway changes to connect to South Bellevue Station. In fall 2024, these stops had an average weekday daily total of 65 boardings at a time when this area was already connected to the East Main Station. If this alternative pathway for Route 240 to serve Richards Road is implemented, service at the 12 stops would be restored. However, since August 30, 2025, Route 240 has been serving South Bellevue Station, with an average weekday daily total of 80 boardings, with more boardings expected after light rail connects to Seattle in March 2026. This demonstrates higher demand at the current Link station stops than the previous demand at stops that lost coverage.

The Route 240 potential change to serve Richards Road would increase transit travel times between key destinations and connections. Overall, the current Route 240 provides faster service to the nearest light rail station. Travel time to Bellevue Transit Center is similar with Route 240 via Richards Road, often a few minutes faster than the current Route 240.

Potential Metro Flex pilots connecting to frequent transit connections in Bel-Red, Crossroads and Woodridge

Metro Flex is an app-enabled, on-demand mobility service where customers can book a ride from one place to another within a defined service area. Metro Flex functions as a way to strategically fill gaps in the fixed-route network and connect customers to transit hubs. To use funding efficiently, Metro used its learnings from implementing previous service areas and created standards for Metro Flex, including a maximum cost per ride and minimum number of rides per hour by a vehicle. A description of these standards is available in Metro's System Evaluation.²

To achieve the ridership needed to meet these standards and encourage productivity and efficiency, the following best practices based on Metro's learnings are applied in designing Metro Flex Service areas:

1. Ensure desirable destinations are relatively close together mixed with residential density to allow shorter journeys, increasing the number of trips that can be delivered, including more shared trips.
2. Include frequent transit hubs to drive ridership because they are an attractive destination that provides broader access beyond the Metro Flex service area to jobs, attractions, and community resources.
3. Center key destinations, like frequent transit hubs, in the service area to increase efficiency by minimizing trip distances and maximizing the number of people able to reach destinations using Metro Flex.
4. Assess service area size. Large service areas decrease efficiency because trips are longer, occupying vehicles and reducing their availability to other customers.
5. Analyze street network characteristics as to how they impact efficiency because some types of streets, such as residential areas with cul-de-sacs or freeway interchanges, create bottlenecks slowing travel time, while free flowing street grids can make it easier to serve an area.

Figure 4 on page 18 shows a map of East Link Connections-related transit service gaps in the Bel-Red, Crossroads, and Northeast neighborhoods of Bellevue. It also shows how potential extensions of the existing grant-funded, pilot Overlake Metro Flex area could provide connections to frequent transit.

Based on the best practice principles summarized above expansions of the grant-funded, pilot Overlake Metro Flex zone shown in Figure 4 could reduce efficiency due to longer trip times. Longer trip times may result because the added destinations are separated from population, few new residents are covered by the expansions, and the service area is larger. This may result in vehicles carrying fewer riders per hour at a higher cost per ride with longer wait times. This outcome is not aligned with Metro's Strategic Plan goals to be responsible stewards of public funds and deliver quality service. For these reasons, Metro would not recommend these Metro Flex expansions. An additional vehicle would be needed to cover these expansions at an estimated cost of 4,160 vehicle hours and \$310,300 per year, increasing year-over-year for inflation and other operational factors. Metro's adopted budget does not include funding for this service.

Figure 5 on page 20 shows a map of East Link Connections-related transit service gaps in the Woodridge neighborhood of Bellevue. It also shows how a potential pilot Metro Flex area could provide connections between Woodridge and frequent transit at Eastgate Park and Ride.

Based on the best practice design principles summarized above, Metro would not recommend Metro Flex in Woodridge because a pilot in this neighborhood is likely to have low-ridership and high cost. The Woodridge area is largely residential and isolated from transit hubs and other destinations with limited road network connectivity. This environment can lead to increased travel time and vehicles in use longer while unable to pick up other passengers. This reduced vehicle availability results in longer wait times for customers. Woodridge is not near the high density of destinations needed to encourage ridership. Operating a Metro Flex pilot in the Woodridge neighborhood would require a minimum of two vehicles at an estimated cost of 8,700 vehicle hours and \$648,800 per year, increasing year-over-year for inflation and other operational factors. Metro's adopted budget does not include funding for this service.

III. Background

Department Overview: King County Metro is the Puget Sound region's largest public transportation agency. Metro provides bus, paratransit, Vanpool, and water taxi services, and operates Seattle Streetcar, Sound Transit Link light rail, and Sound Transit Express bus service. Metro is committed to providing safe, equitable, and sustainable mobility, and prioritizing service where needs are greatest.

Key Historical Context: This report is related to Metro's East Link Connections Mobility Project, which was adopted by the King County Council via Ordinance 19899 on March 7, 2025.³

The East Link Connections project is a large-scale transit restructure to align bus service with the new 2 Line, restore bus service suspended during the pandemic period, and update the transit network to reflect changing travel and land use patterns on the Eastside. The project area encompasses 21 jurisdictions and hundreds of thousands of people. To understand and balance the priorities of residents in the broad and diverse project area Metro conducted an extensive public engagement process involving thousands of public comments, virtual open houses, a resident advisory board, a board of jurisdictions, businesses, and community organizations, partnerships with community organizations, advertising, and other strategies. Community priorities heard during engagement informed the decisions made as part of this project which often involve trade-offs, such as removing transit coverage in low-ridership areas to add frequency or increase span of service in high-ridership areas. Metro recognizes the challenges these trade-offs present to riders and endeavors to create the least number of negative impacts. The trade-offs also resulted in benefits such as increased frequency along key corridors, more service at night and on weekends, new and improved connections with key destinations, and connections to Link light rail.

Implementation of this updated transit network began on March 29, 2025, and continued in June of that year. A significant amount of service was added on August 30, 2025, and major changes took place to continue implementing the new transit network. Additional phases of implementation are planned in 2026 and 2027 to complete the changes and levels of service shown in Ordinance 19899. During and after this implementation period Metro will be monitoring performance and listening to community feedback about the changes to the network.

Key Current Conditions: Since August 30, 2025, Metro has received many comments from residents in areas with transit network changes, particularly the Woodridge and Northeast neighborhoods of Bellevue. These comments are focused on the closure of bus stops in these neighborhoods and reduced access to service. Metro service planning and community engagement staff have directly reached out to a number of these residents to help them understand changes and flexible service alternatives for mobility that may exist, such as Access paratransit service, the Hyde Shuttle (a shuttle for seniors and those with disabilities), and Vanpool.

By August 2027, the King County Executive will submit a letter to the Council summarizing Metro's review of performance of the East Link Connections network changes to date. Due to the large amount of service investments and phased Link station openings, 2027 will be the first year during which full implementation is complete. This summary evaluation will consider how the full set of changes are performing with all 2 Line stations operating.

Report Methodology: This report was created by Metro’s Service Development section in the Mobility Division. It includes input and analysis from service planners and schedulers, as well as Metro community engagement staff. It is informed by the previous body of work and public engagement to develop and implement the East Link Connections Mobility Project. The report significantly leverages work associated with the East Link Connections Mobility Project revised transit network.⁴ It also includes recent public comments received, ridership data to the stop level, scheduling information, operating costs and hours, and demographics. Data from the City of Bellevue Open Data Portal was used to define the neighborhoods requested for analysis by this proviso.⁵

Over time, flexible service pilots at Metro have taken many forms and iterated on technology and operations approaches. These pilots have included both services driven by professional drivers and vans operated by volunteers performing trips requested by riders, and have been open to a range of riders, including the general public, people with disabilities, seniors, and customers associated with supportive community organizations. For the purposes of this report the focus will be on describing and assessing flexible service options using the current public, professionally-operated, on-demand, pilot Metro Flex services. This is the flexible service profile most consistent with the needs of customers who provided comments about these changes. There are other flexible services that could potentially support mobility in these neighborhoods, including meeting the needs of those who have expressed concern about the loss of service in their neighborhoods. These services include Access, Hyde Shuttle, and Vanpool.

The King County Metro Mobility Framework directs the agency to provide additional transit service in areas with unmet need, prioritizing areas with a high density of priority populations among other criteria.⁶ Using this direction, the description of alternative service scenarios in this report includes impacts on priority populations, defined by the Mobility Framework as Black, Indigenous, and other people of color, low-income people, people with disabilities, refugees, immigrants, and diverse language speakers.

This report presents potential changes to address transit service gaps and the benefits and impacts. This work will also be included in a broader post-implementation assessment Metro undertakes following large restructures. It includes monitoring and assessing the performance of the network changes across all neighborhoods and routes in the project area, listening to feedback from the community, and over time, and with additional public engagement considering changes as needed.

IV. Report Requirements

A. Summary of potential changes to routes 226 or 240 that could restore services to Richards Road

East Link Connections implementation included Route 240 changes and deletion of Route 246 that removed fixed-route transit access in the Woodridge neighborhood in an area along Richards Road, Southeast 27th Street, and 123rd Avenue Southeast. This area includes 4,123 residents, including 1,800 living in equity priority areas, and 474 jobs. Fixed-route transit access is defined as living within a quarter mile of a bus stop.

To restore transit service to Richards Road, Route 240 could be revised to follow its pathway prior to August 30, 2025, changes. Doing so would require moving a stop more than a half mile, exceeding Metro's administrative authority for making changes. Therefore, such a change would require Council approval of an ordinance. Metro's practice is to conduct public engagement to garner and consider feedback from residents who may be affected by changes to the network prior to submitting a proposed ordinance to King County Council.

To serve Richards Road a revised Route 240 would leave Eastgate Park-and-Ride inbound to downtown Bellevue via 139th Avenue Southeast to Southeast 26th Street to Richards Road and continue to downtown Bellevue via Lake Hills Connector, Southeast 8th Street and 112th Avenue Southeast. This would not restore fixed-route transit access to areas along the former Route 246 pathway in Woodridge. Figure 1 shows the existing Route 240 and a revised Route 240 with potential changes described above. For a larger view of this map, see Appendix A.

Figure 1. Woodridge transit service access with potential Route 240 revision

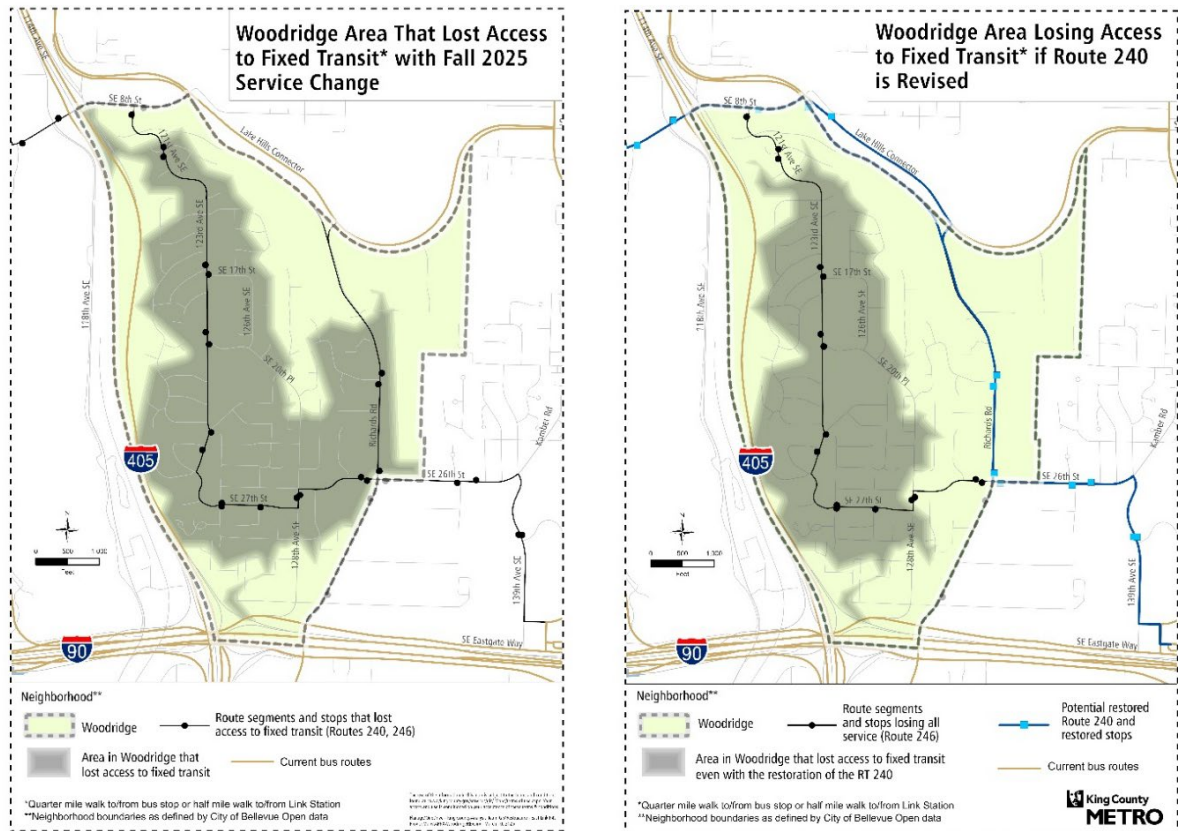


Table 1 below summarizes the population without access to fixed-route transit within a quarter mile of their location currently and with potential changes to serve Richards Road. While service to Richards Road restores fixed-route transit access to 42 percent of Woodridge residents currently without it, it would restore service to 59 percent of Woodridge residents living in equity priority areas who are currently without it.

Table 1. Woodridge neighborhood transit access impacts

Variant	Population without transit access	Priority population without transit access	Community Assets losing transit access	Loss of transit access to jobs	Average weekday boardings at stops that lost service
Current Route 240	4,123	1,800	1	474	97
Revised Route 240 via Richards Road	2,400	735	1	287	32

The potential changes to Route 240 to serve Richards Road would not restore service to 18 stops associated with the deleted Route 246. These stops had very low ridership. The total average weekday daily boardings in fall 2024 for these stops was 32. According to the 2024 System Evaluation, Route 246 was consistently one of the lowest ridership routes among all urban and suburban routes in Metro's system, carrying an average of 245 riders per day for the entire route.⁷ The 2024 System Evaluation also showed Route 246 in the bottom 25 percent of all suburban and urban routes for riders per hour.⁸ Stops on Route 246 in Woodridge had very low ridership with 7 of 17 stops averaging less than one rider per day.

During community engagement Metro heard a preference for less coverage routes with low frequency in favor of more frequency on higher ridership routes, with a majority of survey responses supporting deleting Route 246 and subsequent reallocation of resources to routes with more frequent service.⁹ Metro worked to limit areas losing coverage while better aligning bus service levels with rider demand, consistent with Metro's Service Guidelines.¹⁰ Metro's Service Guidelines direct evaluation, design, and modification of service, as directed by Ordinance 19367.

A1. Ridership at South Bellevue Station Compared to Woodridge

In Woodridge and adjacent areas near Eastgate Park-and-Ride, 12 stops lost service due to Route 240 pathway changes to connect to South Bellevue Station. In fall 2024, these stops had an average weekday daily total of 65 boardings. If potential changes to Route 240 were implemented to serve Richards Road, service at these stops would be restored. However, since August 30, 2025, Route 240 has been serving South Bellevue Station. There are two stops at the station serving Route 240. Those stops currently have an average weekday daily total of 80 Route 240 boardings, with more boardings expected after light rail connects to Seattle in March 2026. This demonstrates there is currently more demand for boardings at the current Link station stops than the previous demand at stops that lost coverage.

A2. Travel time impacts

Potential Route 240 changes to serve Richards Road would impact transit travel times between key destinations and connections. Specifically, the most significant impact of restoring Route 240 service to Richards Road is an increase in travel time to Link light rail by 5-12 minutes. The increase would effect riders starting their trips at or south of Eastgate Park-and-Ride in areas such as Factoria, Newcastle, and Renton. Travel time for this analysis is measured using scheduled runtimes that are used by Metro to schedule bus service between designated points.

Travel time impact of the potential Route 240 Richards Road pathway will be compared between:

1. Eastgate Park-and-Ride and the nearest light rail station
2. Eastgate Park-and-Ride and downtown Bellevue

While some riders are coming to and from downtown Bellevue, some will be seeking to travel to and from light rail because of the high quality of the service and the wide range of destinations it serves, such as downtown Seattle, Microsoft campus, and downtown Redmond. As noted earlier, good connections to Link stations was a strong theme of need noted during public engagement.

The current Route 240 provides faster travel times to reach light rail than the potential changes to serve Richards Road. The current route connects Eastgate Park-and-Ride and the nearest light rail station, which is South Bellevue Station. The nearest station for the potential change to Route 240 via Richards Road is East Main Station further north on the edge of downtown Bellevue (this is measured from Northeast 4th Street and 108th Avenue Northeast, which is the nearest designated point to East Main Station used for estimating runtime). Table 2 below summarizes the differences in travel time. For each Route 240 alignment there are different estimated travel times for each hour of the day and thus a unique difference for each hour. The table shows the range across all hours for each column. Changing the route to serve Richards Road would increase the time it takes riders to reach light rail. This would impact all potential riders on Route 240 at or south of Eastgate Park-and-Ride in areas such as Factoria, Newcastle, and Renton. Factoria, Newcastle, and Renton all contain significant numbers of priority populations who may seek direct connections to light rail.

Table 2. Comparing travel times for Route 240 Eastgate Park-and-Ride to light rail

Travel direction	Current Route 240 to/from South Bellevue Station	Route 240 via Richards Road to/from East Main Station	Difference if changed to Route 240 via Richards Road
Northbound	5-8 minutes	12-19 minutes	+5 to +12 minutes
Southbound	5-7 minutes	11-15 minutes	+6 to +8 minutes

Between Eastgate Park-and-Ride and Bellevue Transit Center travel times for the current Route 240 and the potential change to Route 240 via Richards Road are similar. Northbound the current Route 240 via South Bellevue Station is a few minutes faster during peak periods, while in the off-peak periods Richards Road is faster. Southbound trends are clearer with the Richards Road pathway being consistently a few minutes faster throughout the day. Table 3 below summarizes the differences in travel time by hour of the day. For each Route 240 alignment there are different estimated travel times for each hour of the day and thus a unique difference for each hour. The table shows the range across all hours for each column.

Table 3. Comparing travel times for Route 240 Eastgate Park-and-Ride to Bellevue Transit Center

Travel direction	Current Route 240	Route 240 via Richards Road	Difference if changed to Route 240 via Richards Road
Northbound	15-21 minutes	14-23 minutes	-5 to +3 minutes
Southbound	14-21 minutes	14-16 minutes	-2 to -5 minutes

Overall, the current Route 240 is faster for reaching light rail, while travel time is similar to Bellevue Transit Center with the Route 240 Richards Road pathway often a few minutes faster.

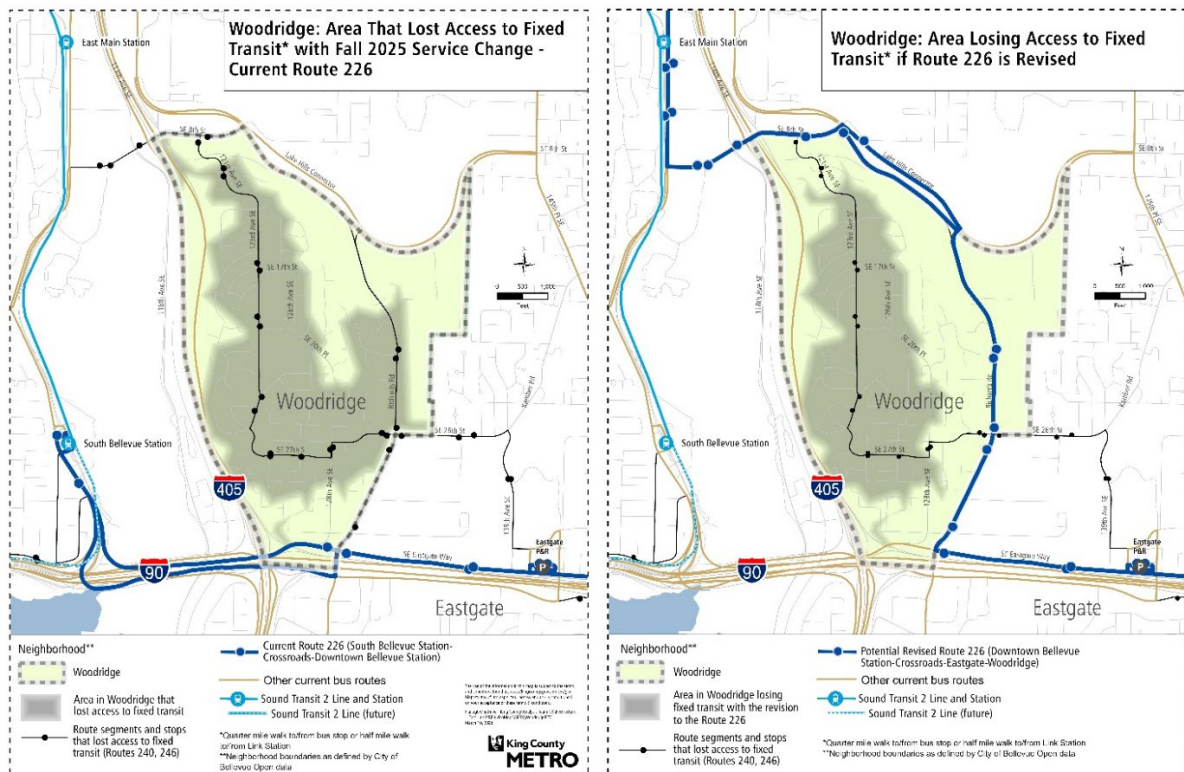
A3. Route 226

Route 226 could be revised to serve Richards Road. Doing so would require moving a stop more than a half mile, exceeding Metro's administrative authority for making changes. Therefore, such a change would require Council approval of an ordinance. Metro's practice is to conduct

public engagement to garner and consider feedback from residents who may be affected by changes to the network prior to submitting a proposed ordinance to King County Council.

To serve Richards Road, a revised Route 226 would leave Eastgate Park-and-Ride inbound to downtown Bellevue via Southeast Eastgate Way to Richards Road and continue to downtown Bellevue via Lake Hills Connector, Southeast 8th Street, and 112th Avenue Southeast. Figure 2 shows the existing Route 226 and a revised Route 226 with potential changes described above, including areas without transit service, which are defined as areas beyond a quarter-mile walk to a bus stop or a half-mile walk to a rail station. For a larger view of this map, see Appendix B.

Figure 2. Woodridge East Link Connections transit service gaps with Route 226 revision



There are significant negative impacts of this change.

1. Route 226 currently provides the only two-way service on Southeast Eastgate Way, including service to/from Porchlight Emergency Men's Shelter and the adjacent permanent supportive housing, so Metro would revise routing in a way that ensures this connection remains. Therefore, Route 226 rerouting would not serve the 139th Avenue Southeast to Southeast 26th Street areas that Route 240 could serve if rerouted. At least four stop pairs east of Richards Road on 139th Avenue Southeast to Southeast 26th Street would not have service restored.
2. With this change, residents east of Eastgate Park-and-Ride in the Robinswood and Phantom Lake areas would have a slower connection to light rail. If revised to serve Richards Road, the closest and most direct light rail connection would be the East Main Station near downtown

Bellevue. Like the case for a Route 240 revision, getting to East Main Station takes longer than getting to South Bellevue Station.

3. If Route 226 served Richards Road, a new terminal and layover location proximate to downtown Bellevue would need to be identified. Route 226 currently terminates and lays over at South Bellevue Station.¹¹ Curbspace for a new layover in and near downtown Bellevue is limited and subject to many competing needs such as loading zones and driveways, and would require approval by City of Bellevue.
4. Extending Route 226 further north than its current terminus would increase the cost of operating the route. Because it takes longer to get to East Main Station and there would also be added time needed to get to the unidentified layover location, this change would add substantial travel time and cost to the route.

A4. Infrastructure investments, speed and reliability improvements, and bus stop consolidation

The proviso requests information about additional interventions that could facilitate restoring coverage on Richards Road. Infrastructure investments, speed and reliability improvements, and bus stop consolidation are all additional approaches that could facilitate restoring coverage by reducing runtime for buses, which could lead to more comparable travel times.

Given the nature of the Richards Road corridor and the frequency of Route 240, the most appropriate speed and reliability treatment would likely be Transit Signal Priority (TSP). TSP would cost approximately \$10,000 per traffic signal (assuming these signals already have communication with Bellevue City Hall) and would provide an estimated five to 10 percent savings in bus travel time, a time savings of about 45-90 seconds, for the potential Route 240 pathway via Richards Road between Eastgate Park-and-Ride and East Main Station. The City of Bellevue would need to agree on the TSP strategies, on the signal timing necessary for bus travel time savings, and to operate TSP at these signals. Currently in the City of Bellevue, TSP is used only along the RapidRide B Line. This would entail a multi-year planning and design process with City of Bellevue, and identification and securement of funding for the capital improvements. Other speed and reliability infrastructure such as bus lanes would also entail significant capital investment, permission from City of Bellevue, and a long study process.

Bus stop consolidation can also reduce travel time by reducing the number of bus stops on a route. Closing a bus stop removes access to transit at that location, reducing the overall population with access to transit. The stops along the Richards Road segment already meet Metro's stop spacing standard of at least a quarter mile between stops, so there are no candidates for removal that could save time in the corridor. Removing or changing transit access involves further public engagement to assess the full impacts of removing stops.

If Metro pursued the type of improvements noted above it could shorten travel times, but there are trade-offs to this work. Metro and the City of Bellevue would have to invest staff time and design work to carefully assess feasibility and time savings. Investing in this corridor would also affect Metro's ability to invest in other areas where there may be greater impact benefiting more riders. Metro's speed and reliability program assesses and prioritizes countywide, on all

routes, the potential for time savings and return on investment and partners with jurisdictions to make those investments. Similarly, Metro periodically assesses bus stop spacing and access to determine alignment with bus stop placement policies, which can result in bus stop consolidation in some areas.¹²

B. A description of flexible service pilots that could be implemented or expanded in the Bel-Red, Crossroads and Woodridge neighborhoods in Bellevue to provide connections to frequent transit service

There are several flexible service options currently available that can provide mobility for limited audiences. For customers who meet Metro’s qualifications for Access paratransit, pre-booked trips are available in Bel-Red, Crossroads, and Woodridge. Sound Generations offers a Metro-supported service called Hyde Shuttle, which provides free on-demand van service within Bellevue, Redmond, and Kirkland for adults 55 and older and people with permanent disabilities. Hyde Shuttle operates 8:00 a.m. to 4:00 p.m. on weekdays. Reservations should be made at least three days, or up to 30 days, before the ride, and are available on a first-come, first-served basis. Another option for employees traveling between these neighborhoods and jobs is Vanpool, where five or more people can form a group to travel to and from work together on their own schedule. These services can be a good option for some, but because of limited eligibility and the volunteer nature of Vanpool they do not work for most people living in these neighborhoods. They are available to all who meet eligibility standards or are willing and able to voluntarily join a Vanpool.

Therefore, as noted in the methodology, for the purposes of this report “flexible service pilots” will only include Metro Flex pilot service. This is the flexible service profile that Metro considers most consistent with customer comments received about these changes because it is a professionally-operated service that is open to the general public.

This section will be divided into three parts. The first part will discuss how Metro Flex works, resource trade-offs, and service design best practices to attain efficient cost per ride and overall ridership. The second and third parts describe potential Metro Flex services in Bel-Red/Crossroads and Woodridge respectively, including expected performance dynamics and why Metro does not recommend service in these areas.

B1. Metro Flex Design Best Practices

Metro Flex is an app-enabled, on-demand mobility service where customers can book a ride from one place to another within a defined service area. These rides bring passengers from and to nearby pick-up locations and their ride may be shared with others. If there is a fixed-route bus available within a quarter mile to make the trip with a similar travel time with no transfers, the service directs customers to take the bus. The fare is the same as riding Metro using an ORCA card and ADA accessible rides are available. Metro Flex functions as a way to strategically supplement the fixed-route network by bringing customers to transit hubs or destinations not accessible by bus, particularly in areas that are difficult to serve efficiently with fixed-route bus service.

Metro Service Guidelines prioritize adding Metro Flex in areas where Metro Flex can increase accessibility for medium density areas. While Metro Flex could be deployed almost anywhere, Metro considers efficiency and best use of limited County resources from the perspective of cost-per-ride and productivity of how many riders are being carried. Fixed-route is almost always more cost-efficient and can carry more people. This is why Metro's approach is to use Metro Flex where the greatest increases in access to jobs and community assets can be achieved and provide transit connections for a reasonable cost relative to a fixed-route option.

Metro Flex operates in 10 service areas across the county. To maximize cost efficiency and keep the cost per ride lower, Metro created standards for Metro Flex including a maximum cost per ride and minimum number of rides per hour by a vehicle. A description of these standards is available in Metro's System Evaluation.¹³ To achieve the ridership needed to meet these standards and encourage productivity and efficiency the following principles are applied in designing Metro Flex Service areas:

1. **Destination density is near or mixed with residential density.** While population density is important for most types of transit, on-demand service is non-linear and constrained within a geographic area. Therefore, if the area is primarily or completely residential there is little market for the service, resulting in very few rides. Limited choices for where to go limits demand for the service. An ideal zone has a variety of residential densities and a range of desirable destinations throughout the area. This profile also increases the potential for trips to be shared, further increasing efficiency and ridership.
2. **Frequent transit hubs drive ridership.** In most Metro Flex zones transit hubs are the top destination. Frequent transit hubs provide access to a wider range of destinations such as jobs beyond the boundaries of a Metro Flex zone. In this way, Metro Flex serves as a first- and last-mile bridge. Metro Flex specifically focuses on first- and last-mile connections in areas with less fixed-route service, where flexible service can most significantly increase access to desired destinations. Areas with great fixed-route connections to frequent transit already provide residents with broad access across the region, so the gain in access by adding Metro Flex is smaller. This is why Metro's prioritization for Metro Flex focuses on filling gaps where there are fewer fixed-route connections.
3. **Centering key destinations increases efficiency.** If the places people want to go are closer to the middle of zones, this will typically make trips shorter on average, allowing vehicles to be available more of the time for more riders. Conversely, destinations at the edge of a service area create longer trips, which occupy vehicles for a longer time and make them less available for other customers. The higher demand a destination is, the more important this principle becomes. For this reason, it is optimal when geography allows frequent transit hubs to be centered in a service area.
4. **Large service areas decrease efficiency.** The larger an area becomes the greater the potential for longer trips, which occupies vehicles longer and makes them less available for other customers. The larger the area the greater this problem becomes. Therefore, service areas should be designed to balance the need to serve a large enough market with a range of desired destinations, but not so large that vehicles are occupied with long trips and the service is not available to customers who want to use it. While large areas can be served,

more vehicles are needed to do so while maintaining reasonable wait times and vehicle availability, at a much higher cost.

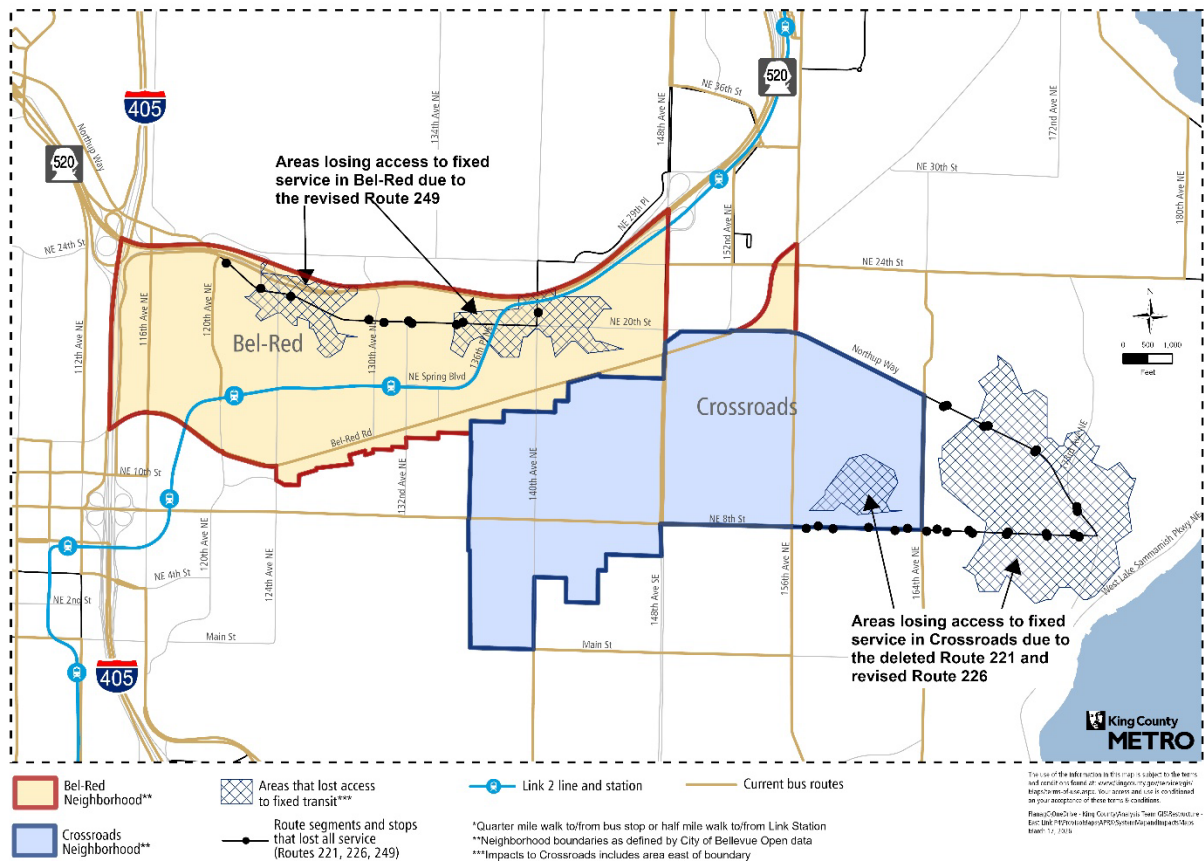
5. **Street network characteristics impact efficiency.** Some street networks, like grids with few barriers and dead ends, are more efficient to travel and access a particular area than others. In many cases, road networks can create local bottlenecks or barriers that can limit travel options for vehicles, which leads to vehicles with longer travel times when they are serving these parts of a zone. Examples include large areas of twisting roads, dead ends, or cul-de-sacs, large freeway interchanges, extreme hillsides, wetlands, and parks, and places where the street grid is limited or fragmented. Difficult to serve areas must be considered carefully as they can hinder the efficiency of the overall service area.

B2. Metro Flex in Bel-Red and Crossroads

Figure 3 shows a map of East Link Connections transit service access gaps in the Bel-Red and Crossroads neighborhoods. For a larger view of this map, see Appendix C. East Link Connections implementation included Route 249 changes that removed transit access in the Bel-Red neighborhood in an area north and south of Northeast 20th Street between 148th Avenue Northeast and 120th Avenue Northeast. This area includes 21 residents and 2,799 jobs, and no priority populations.

East Link Connections implementation included Route 221 and 226 changes that removed transit access in the Crossroads and Northeast neighborhoods in a small area north of Northeast 8th Street between 156th Avenue Northeast and 164th Avenue Northeast, and a larger area east of 164th Avenue Northeast. These areas include 4,612 residents, including 2,270 living in equity priority areas, and 1,291 jobs.

Figure 3. Bel-Red and Crossroads East Link Connections transit service gaps

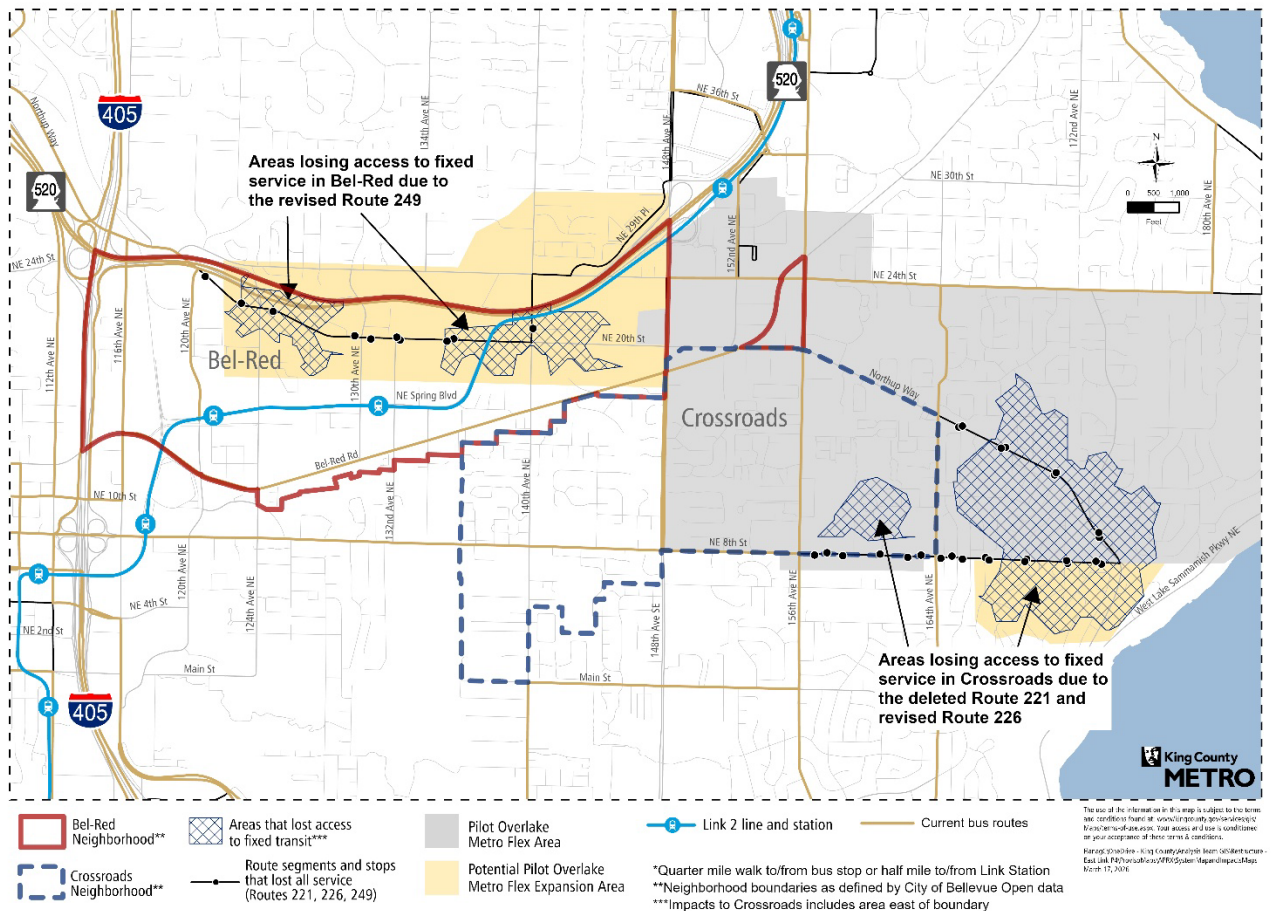
Bel-Red and Crossroads: Areas that Lost Access to Fixed-Route Transit*

The grant-funded, pilot Overlake Metro Flex zone currently serves most areas in the Crossroads and Northeast Bellevue neighborhoods that lost fixed-route transit access described above. This pilot will run between September 2025 and September 2027 at which time it will be evaluated to determine if it will become sustained service by meeting Metro's minimum performance standards and pending funding approval in Metro's 2028-2029 biennium budget.

An area south of Northeast 8th Street in the Northeast neighborhood is not covered by the current pilot Overlake zone. This area includes 588 people, including 195 living in equity priority areas, and 93 jobs.

Expansion of the pilot Overlake zone could serve both transit service gaps by including areas west and south of the existing zone. Figure 4 shows a map of the existing pilot Overlake zone in gray with tan areas depicting expansions. For a larger view of this map, see Appendix D.

Figure 4. Potential pilot Overlake Metro Flex expansion areas

Bel-Red and Crossroads: Areas that Lost Access to Fixed-Route Transit*

Overall, the impact of expanding the grant-funded, pilot Overlake zone would be to reduce its efficiency and productivity while significantly increasing resources needed to operate, and is therefore not recommended by Metro. Below is a summary of the reasons.

1. Expanding to the west into Bel-Red would not provide new transit access for many households, and therefore provide little potential for new ridership.
2. The expansion area also does not have many destinations near households in the area, which is key to creating an efficient, well-used service area.
3. Operating efficiency would be reduced due to the increase in zone size resulting in longer trips. Efficiency would also be reduced because new destinations (restaurants, coffee shops, and food markets) and jobs are at the edge of the zone separated from population centers to the east resulting in longer trips.
4. The expansion in the Northeast neighborhood south of Northeast 8th Street would have fewer impacts on operations because it is a small area being added, though the twisting, all-residential streets in this area could slow travel times, reducing how many riders could be served with a given vehicle.

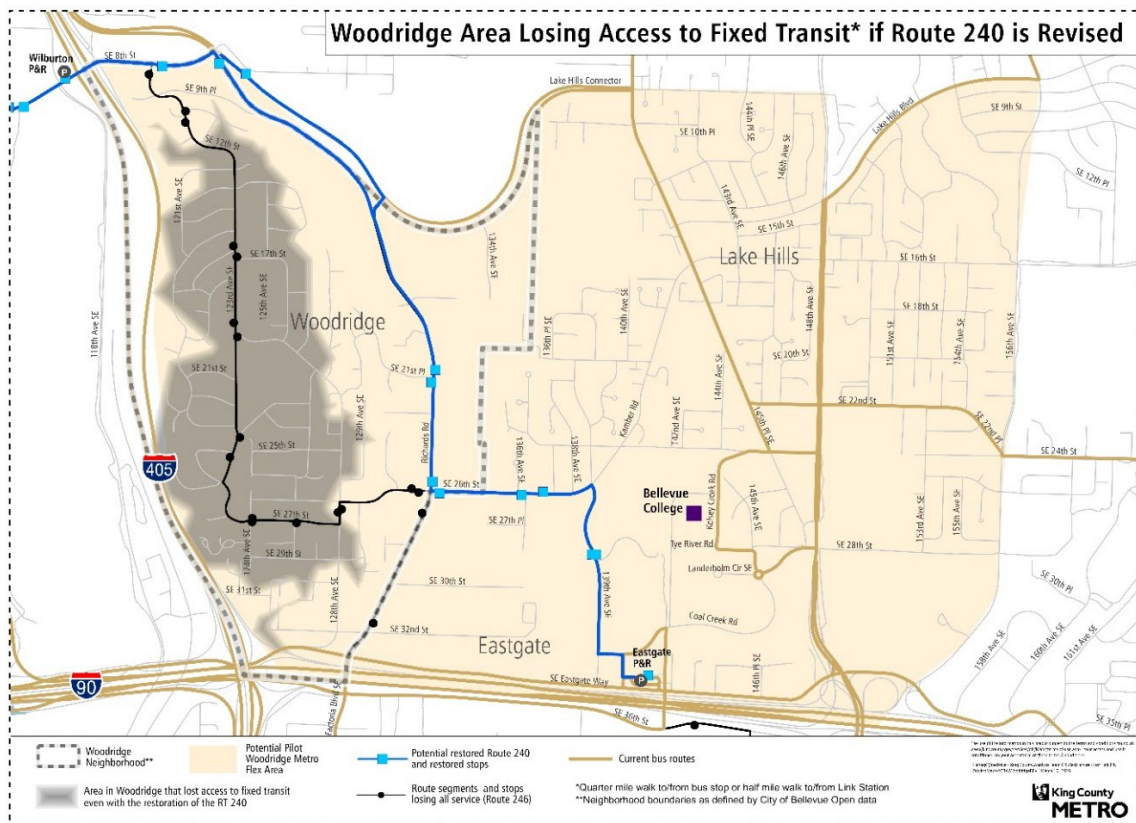
The one benefit of a western expansion into Bel-Red is the large number of jobs and destinations such as restaurants, coffee shops, and food markets. This could increase ridership to and from these destinations, though the trip distances could be long because population and transit connections are mainly separated further east.

The pilot Overlake zone is currently served by two vehicles on a typical day that are about 80 percent grant funded. If the pilot zone were expanded as described above an additional vehicle would be needed. The Overlake pilot operates 12 hours a day on weekdays and 10 hours a day on weekends for a total of 80 hours a week, or about 4,160 hours a year. Funding an additional 4,160 hours per year for the additional vehicle at the current 2026 rate of \$74.58 per hour would cost about \$310,300 per year, increasing year-over-year for inflation and other operational factors.

B3. Metro Flex in Woodridge

East Link Connections implementation included Route 240 changes and deletion of Route 246 that removed transit access in the Woodridge neighborhood in an area along Richards Road, Southeast 27th Street, and 123rd Avenue Southeast. This area includes 4,123 residents, including 1,800 living in equity priority areas, and 474 jobs. To provide transit access to this area with Metro Flex, a new zone would need to be created. This potential pilot Metro Flex zone could be bound by I-405 to the west, Lake Hills Connector, Southeast 8th Street and Lake Hills Boulevard to the north, I-90 to the south and 156th Avenue Southeast to the east. Figure 5 below is a map showing this potential zone in the Woodridge neighborhood. For a larger view of this map, see Appendix E.

Figure 5. Potential Woodridge pilot Metro Flex area



Applying the best practice design principles above indicates such a Woodridge Metro Flex pilot zone is likely to perform poorly at a high cost and is therefore not recommended by Metro. Below is a summary of the reasons.

1. The Woodridge neighborhood covering almost half of the zone is primarily residential resulting in no proximity to destination density and longer trips for those who seek to connect to the eastern or northeast parts of the zone. The population of this area is also relatively small, resulting in a small market for potential riders.
2. The road network connectivity east of Richards Way Road is limited to Lake Hills Connector, Southeast 26th Street to Kamber Road and Southeast Eastgate Way. This creates travel bottlenecks that will further increase travel time and occupy vehicles longer, leading to less vehicle availability and longer wait times.
3. Without creating a very large zone including high acreage green spaces, it would not be possible to center destinations, especially transit hubs. In particular, connecting to Link would be challenging because the distance to the nearest light rail stations is significant, and there are geographic and road network barriers to those connections, including I-90, I-405/Mercer Slough, Lake Hills Connector, and Southeast 8th Street pinch points. Eastgate Park-and-Ride is the only high-frequency transit hub proximate to Woodridge.
4. In 2018 and 2019 Metro operated an on-demand service called Ride2 serving Eastgate Park-and-Ride and surrounding areas east and south of Woodridge. This pilot was ultimately cancelled because cost per ride was too high to support the overall cost. Though Ride2 used

a different operator and did not serve Woodridge, it demonstrates the challenging conditions for on-demand service in the general area.

5. Another weakness of this potential pilot Metro Flex zone is that the areas to the east around Lake Hills and Bellevue College are well served by frequent fixed-route services (routes 223, 245, 270, 226, future K Line). Metro Flex denies trips well-served by fixed-route transit, so a relatively high proportion of intending riders in these areas would likely be referred to nearby bus stops. However, not including these areas in a pilot would leave the potential zone without any destinations except Eastgate Park-and-Ride, which would further depress ridership.

Using Metro's prioritization criteria for Metro Flex, the Eastgate Park-and-Ride transit hub would not rank in the top 20 transit hubs in the county to serve with Metro Flex because the priority populations, defined as Black, Indigenous, and other people of color, low-income people, people with disabilities, refugees, immigrants, and diverse language speakers, living in this area are not high relative to other transit hub areas across the county.¹⁴ If only increased access to jobs and community assets were considered, Eastgate Park-and-Ride would rank 36 for priority to invest in Metro Flex.

Overall, Woodridge is small, residential, and isolated, making it a challenge to efficiently serve with Metro Flex, and the areas east of Woodridge are well served by fixed-route transit. For the reasons described earlier, Metro does not recommend Metro Flex for coverage in these areas. Metro estimates that a minimum of two vehicles would be needed to operate a zone covering Woodridge about 90 percent of the time with average wait times of 20-30 minutes. Operating two vehicles 12 hours a day, 7:00 a.m. to 7:00 p.m., seven days a week would require about 168 service hours a week, or about 8,700 hours a year. At Metro Flex's current operating cost per hour of \$74.58 the total annual cost would be \$648,800, increasing year-over-year for inflation and other operational factors.

V. Conclusion

The East Link Connections project is a large-scale transit restructure to align service with the new Link light rail 2 Line, restore service suspended during the pandemic period, and update the network to reflect changing travel and land use patterns on the Eastside. The project area encompasses 21 jurisdictions and hundreds of thousands of people. To understand and balance the priorities of residents in the broad and diverse project area Metro conducted an extensive public engagement process involving thousands of public comments, virtual open houses, a resident advisory board, a board of jurisdictions, businesses, and community organizations, partnerships with community organizations, advertising, and other strategies. Community priorities heard during engagement informed the decisions made as part of this project which always involve trade-offs. Metro recognizes the challenges these trade-offs present to riders and endeavors to create the least number of negative impacts. The trade-offs also resulted in benefits such as increased frequency along key corridors, more service at night and on weekends, new and improved connections with key destinations, and connections to Link light rail. This report closely examines gaps created by the changes made to routes 226 and 240 and by the elimination of route 246 and presents alternatives for closing those gaps.

In addition to this report, Metro is undertaking a broader analysis of the effect of implemented changes. It includes monitoring and assessing the performance of the network changes across all neighborhoods and routes in the project area and beyond, listening to feedback from the community, and identifying potential changes to be considered with additional public engagement. By August 2027, the King County Executive will submit a letter to the Council summarizing Metro's review of performance of the East Link Connections network changes to date. Due to the large amount of service investments and phased Link station openings, 2027 will be the first year during which full implementation is complete. This summary evaluation will consider how the full set of changes are performing with all 2 Line stations operating.

Potential changes such as those identified in this report are typically subject to public engagement to evaluate trade-offs and community support. From a technical perspective and efficient use of Metro transit funding, these Metro Flex options are not recommended. As this work continues Metro plans to consider not only community feedback and analysis of performance, but Metro's guiding policy documents including the Service Guidelines, Metro Connects, Strategic Plan, and Mobility Framework.

¹ Ordinance 20023, Section 116, Metro Transit Department, P172 [\[LINK\]](#)

² 2024 System Evaluation [\[LINK\]](#), P33

³ Ordinance 19899 [\[LINK\]](#)

⁴ Ordinance 19899 [\[LINK\]](#)

⁵ City of Bellevue Open Data [\[LINK\]](#)

⁶ King County Metro Mobility Framework [\[LINK\]](#)

⁷ 2024 System Evaluation [\[LINK\]](#), P47

⁸ 2024 System Evaluation [\[LINK\]](#), P53

⁹ Equity Impact Review and Recommendation Development Report [\[LINK\]](#), P48

¹⁰ King County Metro Service Guidelines [\[LINK\]](#), P18-19

¹¹ Layover is a critical facility at the end of a route where the bus parks to provide the operator with legally required break time and access to restroom facilities. There are limited areas suitable for laying over because of the need for a restroom and well-lit and paved pathway in close proximity to the parked bus. On-street layover also must be approved by City of Bellevue.

¹² King County Metro Transit Route Facilities Guidelines [\[LINK\]](#), P4-6-7

¹³ 2024 System Evaluation [\[LINK\]](#), P33

¹⁴ 2024 System Evaluation [\[LINK\]](#), P33

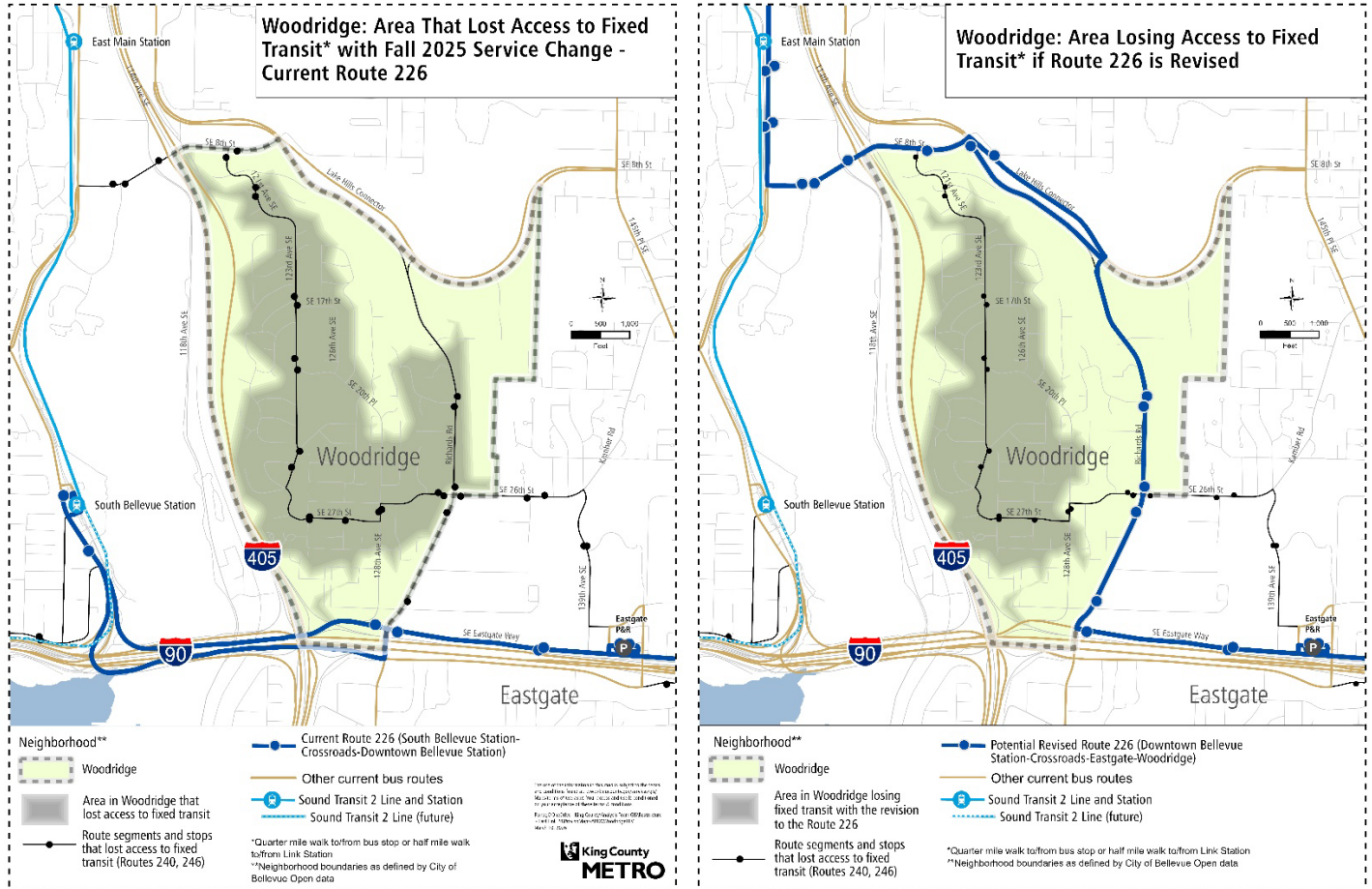
VI. Appendices

The following appendices provide larger version of the figures included in this report. The title of each corresponds to the figure titles.

A. Woodridge transit service access with potential Route 240 revision

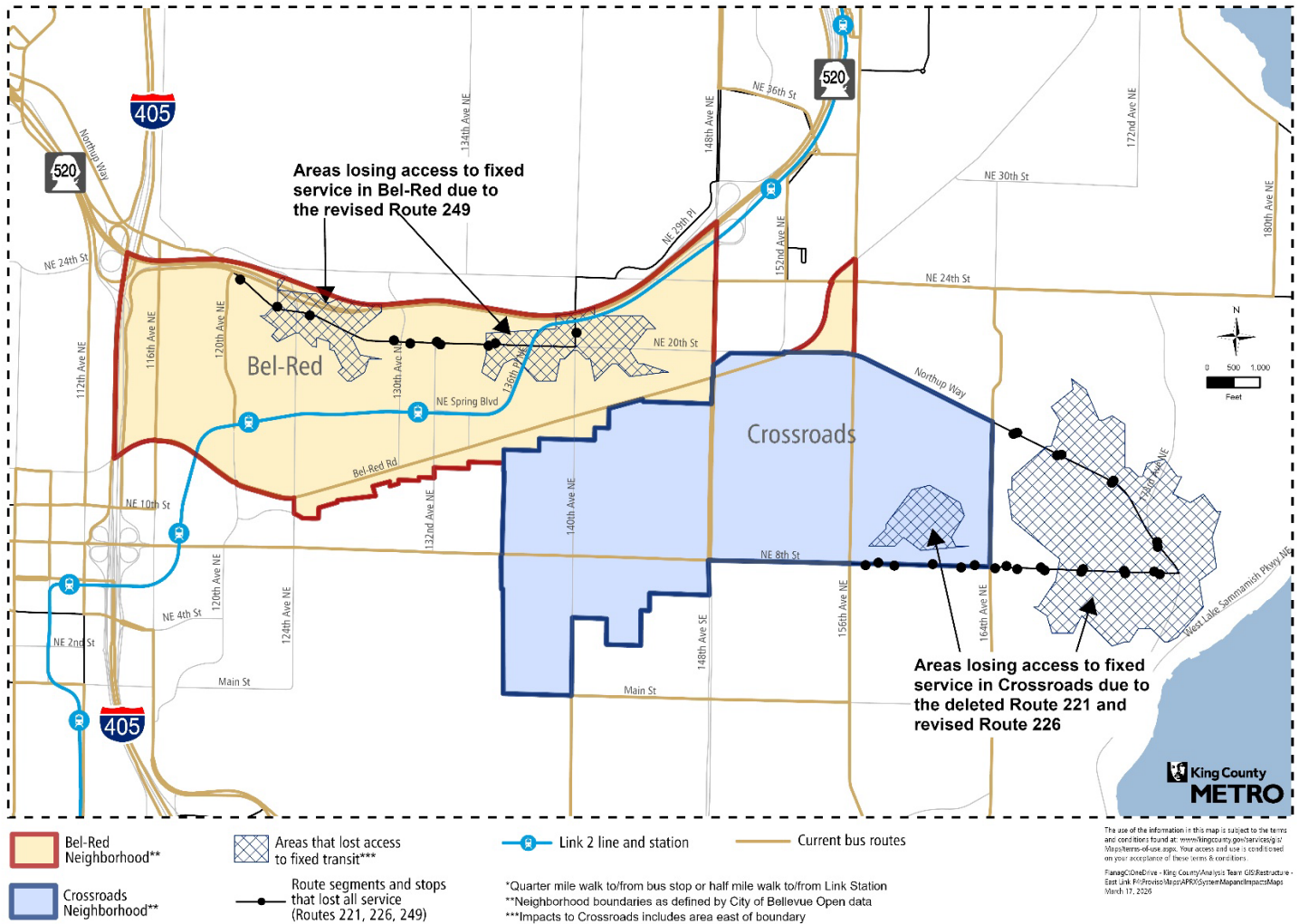


B. Woodridge East Link Connections transit service gaps with Route 226 revision



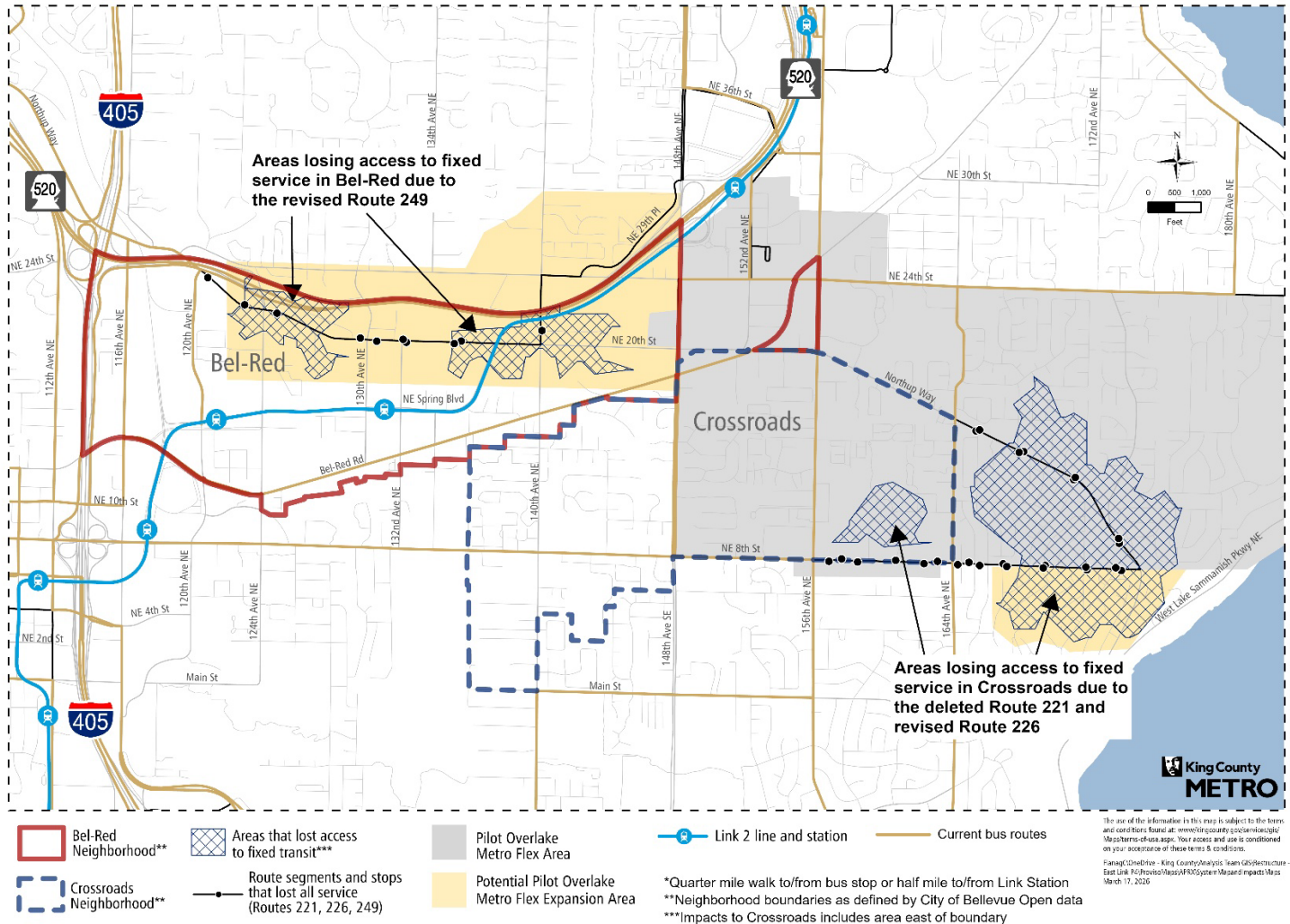
C. Bel-Red and Crossroads East Link Connections transit service gaps

Bel-Red and Crossroads: Areas that Lost Access to Fixed-Route Transit*

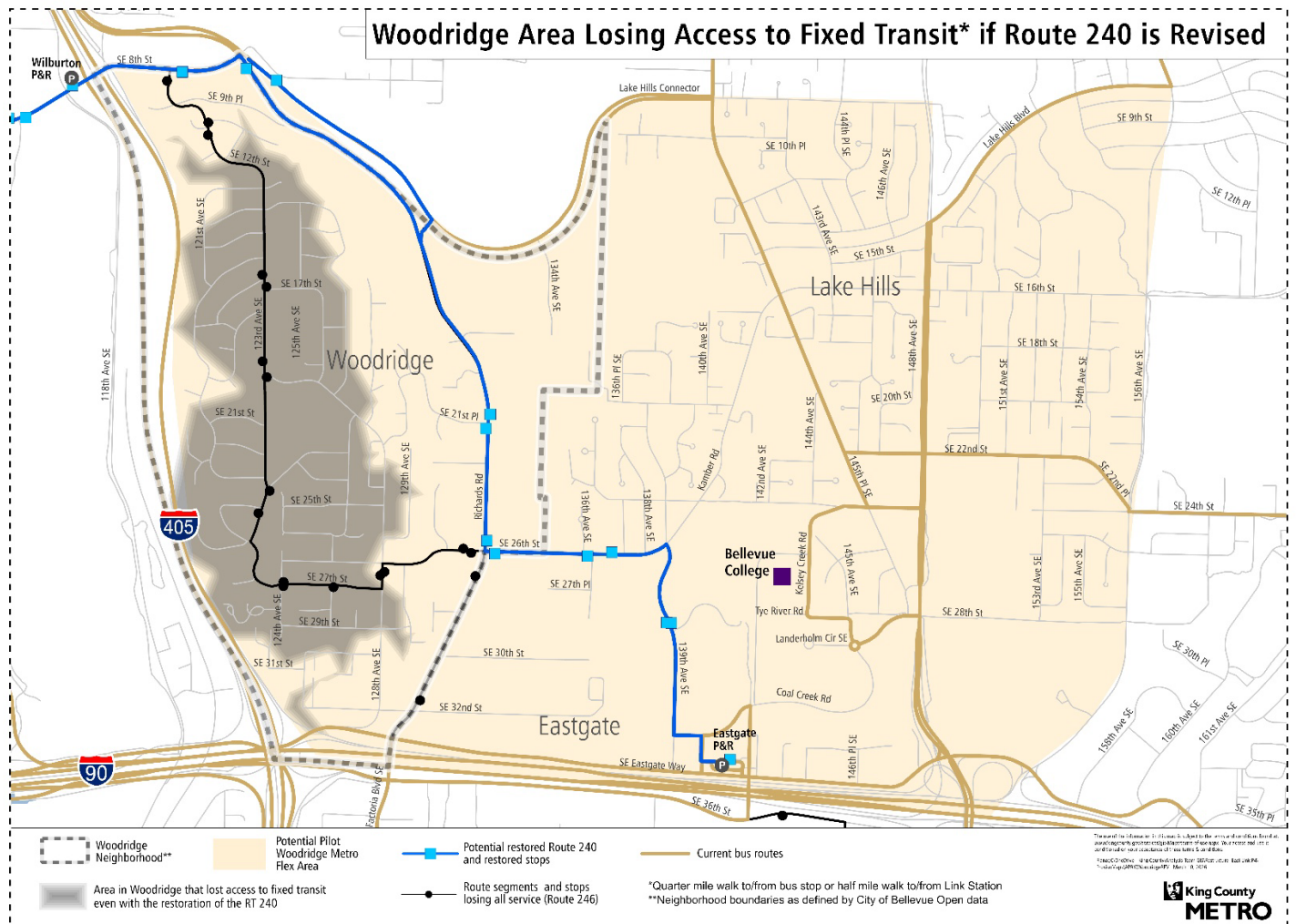


D. Potential pilot Overlake Metro Flex expansion areas

Bel-Red and Crossroads: Areas that Lost Access to Fixed-Route Transit*



E. Potential Woodridge pilot Metro Flex area





King County | Office of the Executive

Executive Girmay Zahilay

Chinook Building, CNK-EX-0800
401 Fifth Avenue, Suite 800
Seattle, WA 98104-2391

April 22, 2026

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

Dear Councilmember Perry:

This letter transmits the East Link Connections Transit Gap Service Analysis Report required by Ordinance 20023, Section 116, Transit, P14 and a proposed Motion that would, if approved, acknowledge receipt of the report in compliance Ordinance 20023

The enclosed report summarizes transit service gaps resulting from implementation of the East Link Connections Mobility Project as approved by Ordinance 19899, specifically in the Bellevue neighborhoods of Bel-Red, Crossroads, and Woodridge from changes in routes 226 and 240, and deletion of Route 246. It describes alternatives for changes to Metro bus routing to restore service on Richards Road, and reviews Metro Flex on-demand pilot service options for filling gaps in these neighborhoods

To develop the East Link Connections restructuring, Metro conducted extensive public engagement across 21 jurisdictions, with multiple community organizations, and individual riders in the project area. The decisions made as part of this project were guided by community priorities identified during engagement. Benefits such as increased frequency of service along key corridors at night and on weekends; new and improved connections with key destinations; and connections to Link light rail were added while stops were removed in limited areas with low ridership, resulting in loss of some fixed-route transit coverage. Many changes associated with this restructure are being implemented in 2026.

In addition to this report, Metro is undertaking a broader analysis of the effect of implemented changes. It includes monitoring and assessing the performance of the network changes across all neighborhoods and routes in the project area and beyond, listening to feedback from the community, and identifying potential changes to be considered with additional public engagement.

Thank you for your consideration of the enclosed report and proposed Motion. If your staff have questions, please contact Katie Chalmers, Service Development Manager, Mobility Division, Metro Transit Department, at 206-477-5869.

The Honorable Sarah Perry

April 22, 2026

Page 2

Sincerely,

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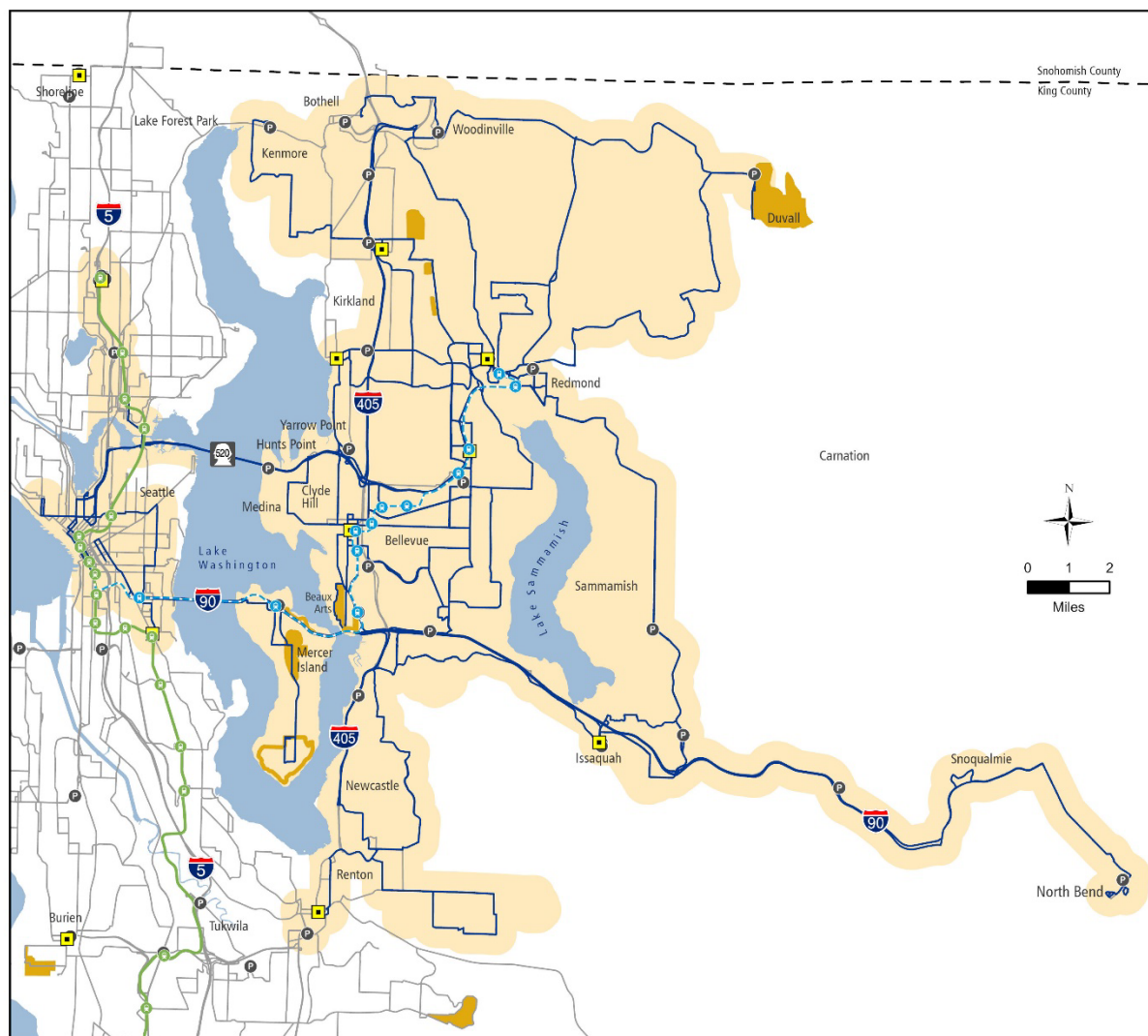
for

Girmay Zahilay
King County Executive

Enclosure

cc: King County Councilmembers
 ATTN: Stephanie Cirkovich, Chief of Staff, King County Council
 Melani Hay, Clerk of the Council
Karan Gill, Deputy Executive, Office of the Executive
Jasmin Weaver, Chief of Staff, Office of the Executive
Hyeok Kim, Chief Operating Officer, Office of the Executive
Sierra Howlett Browne, Director of Government Relations, Office of the Executive
Garrett Holbrook, Council Relations Manager, Office of the Executive
Michelle Allison, General Manager, Metro Transit Department

Service Area of East Link Connections Project



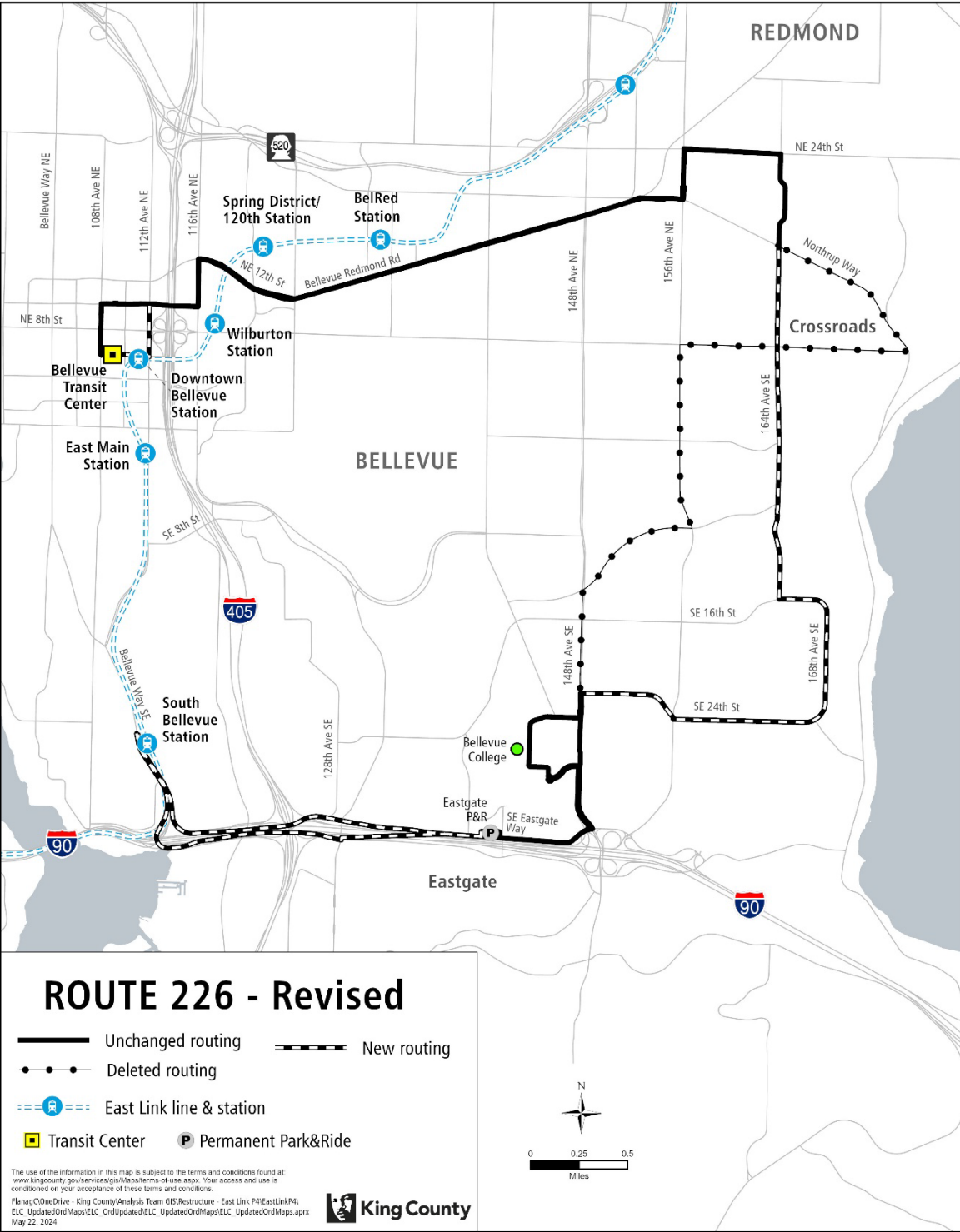
East Link Connections Project: Proposed Transit Network

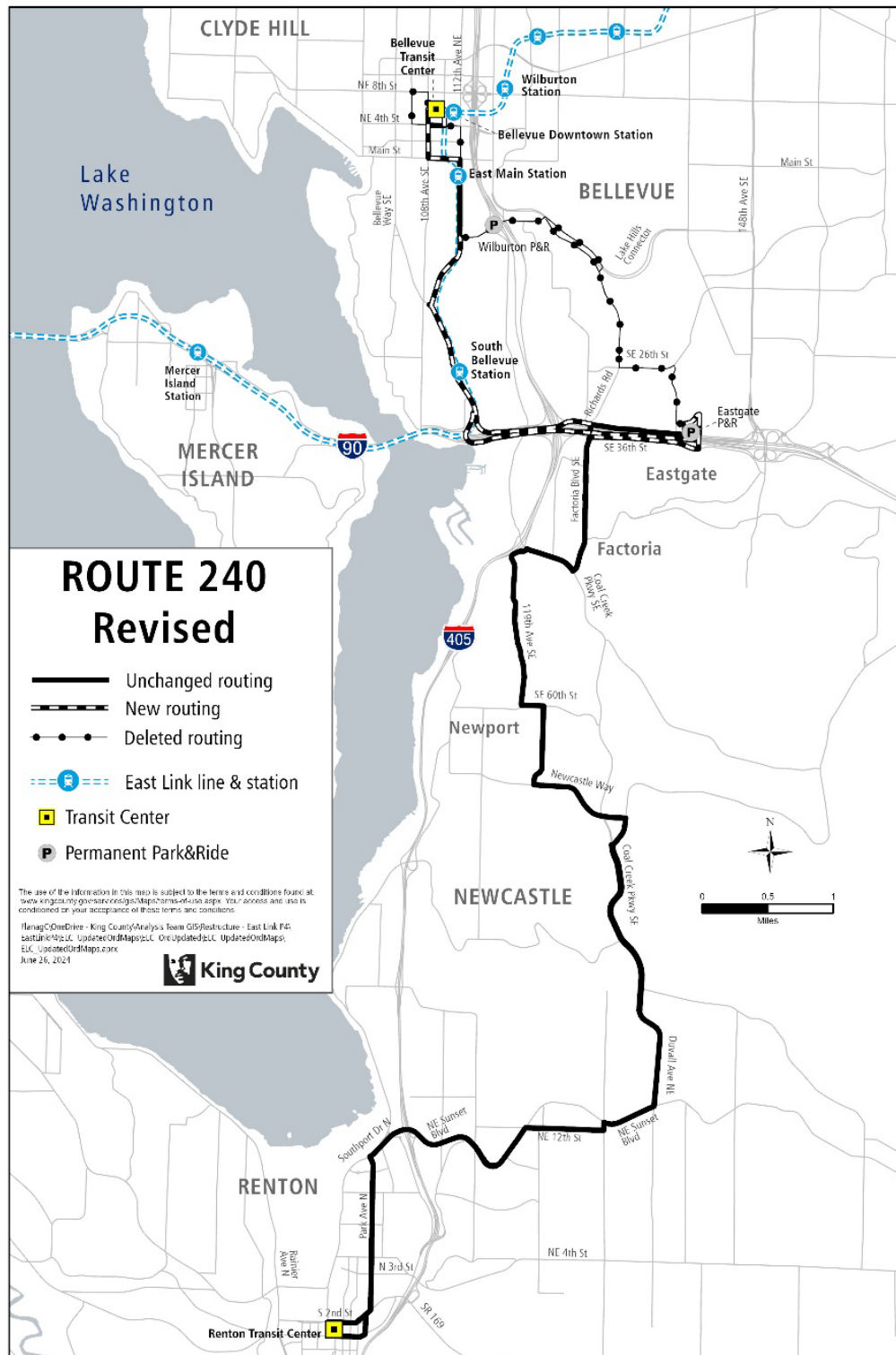
- East Link Connections Project Study Area
- Link Line 1 and station
- Link Line 2 and station
- Proposed project bus routes
- Other bus routes
- Dial-a-Ride Transit area (DART)
- Transit Center
- Permanent Park&Ride

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Path: C:\Users\Planag\OneDrive - King County\Analysis Team GIS\Restructure-East Link P4\EastLinkP4\ELC_P4\GIS\Updates\APRX\ELCP4_AccessMapsAnalysis\ELCP4_Final\AccessMaps.aprx
October 16, 2024

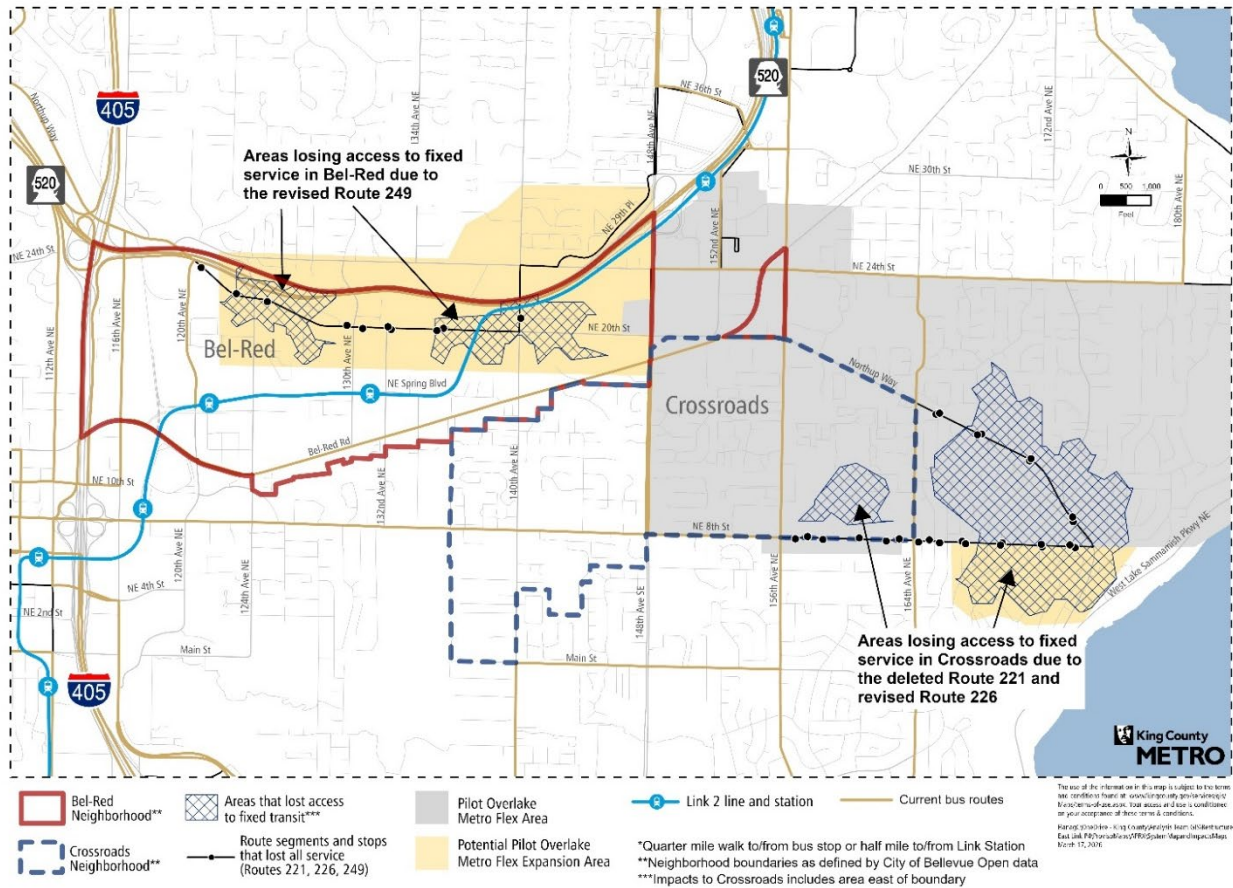




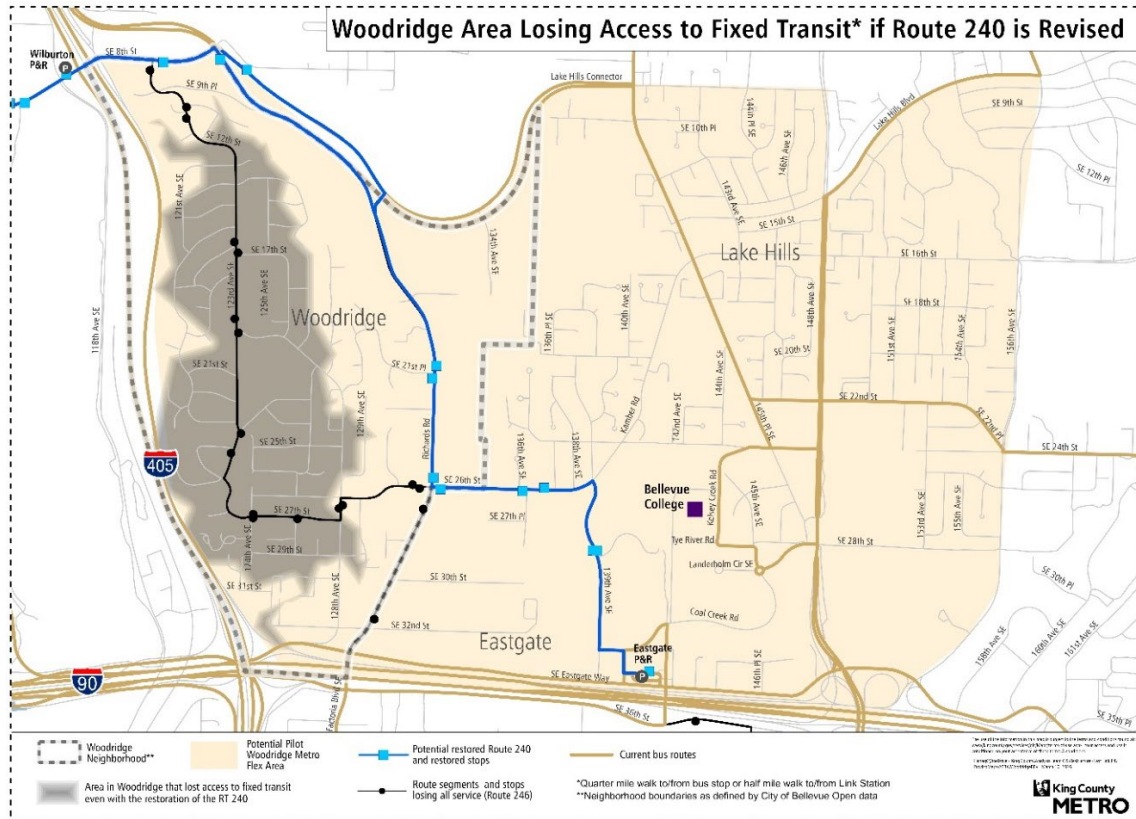


Potential Expansion of Overlake Metro Flex (included in PM 2026-0098)

Bel-Red and Crossroads: Areas that Lost Access to Fixed-Route Transit*



Potential new Woodridge Metro Flex (included in PM 2026-0098)



East Link Connections Timing of Bus Route Changes

✓ = New route | ~ = Revised route | ✗ = Deleted route

The table below shows, by service change, how routes were changed as part of the East Link Connections restructure (Ordinance 19899). Some routes were adjusted multiple times during different service changes and are therefore listed more than once.

Routes that are the subject of the proviso report are highlighted. A red line shows the point at which the proviso report was prepared.

Route	Pathway (Former pathway for deleted routes)	Description of change to route	Major or Admin*	Date
204 ~	Mercer Village, Mercer Island Station	Add Sunday service	Admin	Spring 2025
224 ~	Duvall to Redmond TC via Dwntwn Redmond Station	Revise to serve Dwntwn Redmond Station	Admin	Spring 2025
250 ~	Bellevue TC to Redmond via Kirkland TC	Revise to serve Dwntwn Redmond Station	Admin	Spring 2025
269 ~	Marymoor V Stn to Mercer Island Stn via Issaquah	Revise to serve Marymoor Village Station	Admin	Spring 2025
B/672 ~	Dwntwn Redmond Stn to Bellevue TC via Crossroads	Revise to serve Dwntwn Redmond Stn	Admin	Spring 2025
930 ~	Kingsgate P&R, Totem Lake TC, Redmond TC	Add new weekend service (June 2025)	Admin	Spring 2025
114 ✗	<i>Renton to Downtown Seattle (Suspended)**</i>	Replace with Route 240, Link	Major	Fall 2025
167 ✗	<i>Renton to U District via SR 520 (Suspended)</i>	Replace with Routes 11, 240, 270, Link	Major	Fall 2025
200 ✗	<i>Issaquah Highlands, Issaquah TC (Suspended)</i>	Replace with Route 230, ST 554	Major	Fall 2025
203 ✓	Issaquah Highlands to S Bellevue Station	New route to S Bellevue Station	Major	Fall 2025
214 ✗	<i>Issaquah to Downtown Seattle (Suspended)</i>	Replace with Route 203, ST 554, Link	Major	Fall 2025
216 ✗	<i>Bear Creek P&R to Seattle via I-90 (Suspended)</i>	Replace with Routes 215, 269, Link	Major	Fall 2025
217 ✗	<i>Issaquah to Downtown Seattle (Suspended)</i>	Replace with Route 203, Link	Major	Fall 2025
219 ✗	<i>Sammamish to Downtown Seattle (Suspended)</i>	Replace with Routes 215, 269, Link	Major	Fall 2025
221 ✗	<i>Eastgate P&R to Redmond Education Hill</i>	Replace with Routes 222, 223, 226	Major	Fall 2025
222 ✓	Cottage Lk to Downtown Redmond Sation	New route to Downtown Redmond Station	Major	Fall 2025
223 ✓	Eastgate to Downtown Redmond Station	New route to Downtown Redmond Station	Major	Fall 2025
224 ~	Duvall to Redmond TC via Dwntwn Redmond Station	Update pathway, add hours	Major	Fall 2025
226 ~	Bellevue TC to South Bellevue Station via Crossroads	Revise pathway, add service hours	Major	Fall 2025
232 ✗	<i>Duvall to Bellevue T C via Redmond (Suspended)</i>	Replace with Routes 222, 931, Link	Major	Fall 2025

Route	Pathway (Former pathway for deleted routes)	Description of change to route	Major or Admin*	Date
237 ✖	Woodinville P&R to Bellevue TC (Suspended)	Replace with Route 256	Major	Fall 2025
240 ~	Bellevue TC to Renton TC via Eastgate, S Bellevue Stn	Revise pathway, add service hours	Major	Fall 2025
241 ✖	Bellevue TC to Eastgate P&R	Replace with Routes 203, 240	Major	Fall 2025
245 ~	Kirkland TC to Eastgate P&R via Redmond Tech Stn	Revise to terminate at Eastgate P&R	Major	Fall 2025
246 ✖	Clyde Hill to Eastgate P&R via Factoria	Replace with Routes 203, 220, 249, 270	Major	Fall 2025
249 ~	S Bellevue Stn to Spring District Station via Clyde Hill	Revise to serve Spring Dist, add service	Major	Fall 2025
252 ✖	Kingsgate P&R to Downtown Seattle (Suspended)	Replace with Route 256	Major	Fall 2025
256 ✔	Woodinville to Downtown Seattle via SR 520	New route using SR 520	Major	Fall 2025
257 ✖	Brickyard P&R to Downtown Seattle	Replace with Route 256	Major	Fall 2025
268 ✖	Bear Creek P&R to Downtown Seattle(Suspended)	Replace with Routes 269, ST 542, Link	Major	Fall 2025
269 ~	Marymoor V Stn to Mercer Island Stn via Issaquah	Terminate route at Marymoor V Station	Major	Fall 2025
271 ✖	Issaquah to University District	Replace with Routes 203, 220, 249, 270, 556	Major	Fall 2026
311 ✖	Woodinville P&R to Downtown Seattle	Replace with Route 256	Major	Fall 2025
342 ✖	Shoreline P&R to Renton TC	Replace with Routes 111, 240, 331, 522, 566	Major	Fall 2025
930 ~	Kingsgate P&R, Totem Lake TC, Redmond TC	Add hours for service seven days/week	Major	Fall 2025
931 ~	UW Bothell to Duvall via Woodinville, Cottage Lake	Revise pathway	Major	Fall 2025
8 ~	Seattle Center to Mt Baker via Judkins Park Station	Add Judkins Park Station	Admin	Spring 2026
223 ✔	Eastgate to Downtown Redmond Station	Add mid-day hours for 20-min headways	Admin	Spring 2026
225 ~	Overlake P&R to Kenmore P&R via Overlake Vill Stn	Revise pathway, add service hours	Major	Spring 2026
240 ~	Bellevue TC to Renton TC via Eastgate, S Bellevue Stn	Add hours for 15-minute frequency all day	Admin	Spring 2026
250 ~	Bellevue TC to Redmond via Kirkland TC	Add hours to serve Bear Creek P&R every trip	Major	Spring 2026
111 ~	Renton to South Bellevue Station	Terminate at S Bellevue Station	Major	Fall 2026
208 ✖	North Bend P&R to Issaquah Transit Center	Replace with Route 215	Major	Fall 2026
212 ✖	Eastgate P&R to Downtown Seattle	Replace with Routes 215, 218, 226, 269, Link	Major	Fall 2026
215 ✔	North Bend to Mercer Island Station	New route to Mercer Island Station	Major	Fall 2026

Route		Pathway (<i>Former pathway for deleted routes</i>)	Description of change to route	Major or Admin*	Date
218	~	Issaquah Highlands P&R to Mercer Island Station	Revise to terminate at Mercer Island Station	Major	Fall 2026
220	✓	Eastgate to Downtown Bellevue	New route to Downtown Bellevue	Major	Fall 2026
249	~	S Bellevue Stn to Spring District Station via Clyde Hill	Revise to serve Medina, Clyde Hill	Major	Fall 2026
269	~	Marymoor V Stn to Mercer Island Stn via Issaquah	Add hours, revise to serve Mercer Island Stn	Major	Fall 2026
270	✓	Downtown Bellevue Station to UW Station	New route using SR 520	Major	Fall 2026
630	~	Seattle to Mercer Island via Judkins Park Stn	Revise to serve Mercer Island and First Hill	Major	Fall 2026
251	✓	Woodinville P&R to Marymoor Village Station	New route to Marymoor Village Station	Major	Spring 2027

***Major** = the service change qualified under K.C.C. 28.94.020.B as a major change requiring Council approval and was approved by Ordinance 19899.

Admin = the service change qualified under K.C.C. 28.94.020.B as a change Metro could make administratively without Council approval.

**Suspended = Service on this route was suspended during the pandemic and remains suspended



Metropolitan King County Council Staff Report

Committee:	Transportation, Economy, and Environment Committee		
Agenda Item:	13	Analyst(s):	Mary Bourguignon
Proposed No.:	2026-0202	Meeting Date:	August 18, 2026

OVERVIEW

TOPIC: Proposed Motion 2026-0202 would acknowledge receipt of the Cashless Fare Engagement Report, which was required by a budget proviso.

LEGISLATION SUMMARY

Metro has been working to transition to cashless on-board bus fare payment since the launch of the multi-agency ORCA fare card in 2009, stating that cashless on-board fare payment promotes reliability, by allowing faster passenger boarding; promotes equity, by enabling passengers to transfer between bus and light rail and to use a reduced-fare ORCA card if applicable; and saves money, by eliminating the need to maintain physical fareboxes and count cash. In 2021, the Council affirmed the policy goal of moving to cashless on-board fare payment as part of the Metro Connects long-range plan.

The 2026-2027 budget proposed \$3.9 million and 7.0 TLTs to support Metro's transition to cashless on-board fare payment. In response, the Council added a proviso requesting a report on Metro's engagement with priority populations and timeline to cashless payments. Proposed Motion 2026-0202 would acknowledge receipt of the proviso report.

KEY ISSUES FROM THE ANALYSIS

The report as transmitted appears to respond to the proviso requirements.

- A. Through past and planned engagement, Metro indicates it can address barriers to the cashless transition.** The report describes Metro's engagement with seniors, low-income people, multilingual communities, and human services agencies, focusing on ways to address barriers by helping eligible riders obtain reduced-fare ORCA cards.
- B. Metro states late 2027 is earliest for cashless on-board fare payment, but Council action would be required.** The report identifies major milestones that must be met and notes that the earliest possible date for the transition would be late 2027. The report acknowledges that Council action via a Code change ordinance would be required to remove cash as an allowed fare payment medium on board buses.

Metro fare payment media. The King County Code sets fares for Metro’s services¹ and also defines how riders can pay their fare on board a bus: by using cash, a pass, a transfer, or other fare payment media.²

In 2009, a coalition of local transit agencies³ launched the ORCA card, an electronic fare payment card for any of the participating agencies’ services that provides free transfers between agencies, such as between a Metro bus and Sound Transit’s Link light rail.⁴ As of early 2026, the ORCA system also allows riders to use a credit card to tap to pay transit fare at any ORCA reader.⁵

Move to cashless on-board payment. Since the launch of the ORCA card in 2009, Metro has been planning to move toward cashless on-board payments, stating that cashless on-board fare payments:

- **Promote reliability,**⁶ by allowing faster passenger boarding, as tapping to pay with an ORCA card (or credit card) is quicker than feeding cash into a farebox.
- **Promote equity,** by enabling passengers to transfer between bus and light rail and to use a reduced-fare ORCA card (such as an ORCA LIFT⁷ card for low-income passengers or a Regional Reduced Fare Permit (RRFP) ORCA⁸ for seniors or people with disabilities) if applicable.
- **Save money,** by eliminating the need to maintain physical fareboxes and count cash.⁹

Metro has reported that cash use on board buses has steadily declined over the last decade, from \$31 million in 2014, to \$19 million in 2019, to \$8 million (or 18% of all fare revenue) in 2021.¹⁰ Metro has not yet compiled information about cash usage following the launch of tap-to-pay in early 2026.

¹ K.C.C. 4A.700.010.A and K.C.C. 4A.700.820

² K.C.C. 4A.700.010.B

³ The ORCA partner agencies are Community Transit, Everett Transit, King County Metro, Kitsap Transit, Pierce Transit, Sound Transit, Washington State Ferries, Seattle Center Monorail, and Seattle Streetcar ([link](#)).

⁴ ORCA cards do not provide free transfers to Washington State Ferries or Kitsap fast ferries.

⁵ Riders who use the tap-to-pay feature with a credit card (rather than an ORCA card) pay the full adult fare. More information about tap-to-pay functionality can be found here: [link](#).

⁶ For Metro, “reliability” means that buses run predictably and on schedule. Reliability is one of the metrics measured for each route in the annual System Evaluation report, which is required as part of the adopted Service Guidelines (Ordinance 19367).

⁷ ORCA LIFT is available for people with incomes at or below 200% of the federal poverty level. The ORCA LIFT fare is \$1, compared with the \$3 full fare ([link](#)).

⁸ RRFP ORCA is available for riders 65+, riders with disabilities, and Medicare card holders. The RRFP LIFT fare is \$1, compared with the \$3 full fare ([link](#)).

⁹ In 2024, Metro spent approximately \$4 million to maintain fareboxes and handle and count cash collected.

¹⁰ Motion 16152, Attachment A, page 6

In 2021, the Council affirmed the policy goal of moving to cashless on-board fare payment as part of the Metro Connects long-range plan.¹¹ At the same time, as part of the 2021-2022 biennial budget, the Council requested a report on the future of Metro's fare collection system, with a particular focus on the community engagement Metro was undertaking to ensure that the needs of people who could be adversely impacted by the transition to cashless on-board payment were taken into account.¹²

The 2026-2027 budget proposed \$3.9 million and 7.0 TLTs to support Metro's ongoing transition to cashless on-board fare payment, with the expectation that the full transition to cashless on-board fare payment would occur during the 2026-2027 biennium. In response, the Council added a proviso requirement to the 2026-2027 budget ordinance, asking Metro to prepare a Cashless Fare Engagement Report.¹³

P10 PROVIDED FURTHER THAT:

Of this appropriation, \$100,000 shall not be expended or encumbered until the executive transmits a cashless fare engagement report and a motion that should acknowledge receipt of the report, and a motion acknowledging receipt of the report is passed by the council. The motion should reference the subject matter, the proviso's ordinance, ordinance section, and proviso number in both the title and body of the motion.

The cashless fare engagement report shall include, but not be limited to, the following:

A. A summary of the engagement efforts the Metro transit department has taken to ensure that transit riders who may face barriers to a cashless transition are prepared for the proposed transition to a system in which cash fares are no longer accepted on board buses, including, but not limited, to:

1. Outreach to seniors, particularly those living independently, to provide, promote, and educate on the use of the regional reduced fare permit ORCA card that offers reduced fares for seniors and people with disabilities;

2. Outreach to low-income people to provide, promote, and educate on the use of the ORCA LIFT low-income fare card that offers reduced fares for people with incomes at or below two hundred percent of the federal poverty level;

3. Multilingual outreach to multilingual communities, including coordination with community-based organizations to provide, promote, and educate on income- and age-appropriate ORCA fare cards; and

4. Coordination with human services agencies that purchase fare payment media from the Metro transit department under the program authorized at K.C.C. 4A.700.210 on alternative fare media for that program; and

¹¹ Ordinance 19367, Attachment C, p. 49. As of 2021 (Motion 16152), Metro stated that its fareboxes had reached the end of their useful life and would be able to be maintained only for as long as Metro had spare parts on hand.

¹² Motion 16152 ([link](#))

¹³ Ordinance 20023, Section 116, Proviso P10

B. An update on the proposed timeline to a system in which cash fares are no longer accepted on board buses, including the specific achievements the Metro transit department plans to complete prior to presenting a formal proposal to the King County council, which could include an open payment system using mobile phone wallets to pay fares rather than requiring an ORCA fare card, developing virtual ORCA cards that can be installed on mobile phones, expanding the ORCA retail network to provide more locations where transit riders without access to the internet can add value to a fare card, and installing ticket vending machines where transit riders can purchase bus passes .

The executive should electronically file the report and a motion required by this proviso by July 30, 2026, with the clerk of the council, who shall retain an electronic copy and provide an electronic copy to all councilmembers, the council chief of staff, and the lead staff for the transit, economy, and environment committee, or its successor.

ANALYSIS

[↑ BACK TO TOP](#)

The report as transmitted appears to respond to the proviso requirements.

Key Issue A. Through past and planned engagement, Metro indicates it can address barriers to the cashless transition. In response to Section A of the proviso requirement, the report outlines the engagement Metro has conducted to address the needs of riders who may face barriers with a cashless on-board fare payment system, including convening: a Fare Collection Stakeholder Advisory Group made up of representatives from 24 community-based organizations; a Fares Cabinet made up of representatives from priority populations; a Fares Partner Review Board that consisted of community-based organizations, jurisdictional partners, and County Council staff members; and the Regional Fare Forum, that consisted of representatives from each of the ORCA partners, that met to plan for the next decade for the regional fare system.

In response to the proviso requirement that Metro describe its engagement with specific communities of transit riders who may face barriers to the transition to a cashless on-board payment system and to help prepare them for the transition, the report describes Metro's engagement with:

- **Seniors.** The report notes that several Fares Cabinet members are seniors or work closely with seniors. The report states that Metro's primary approach to help seniors overcome barriers to a cashless on-board payment system is to offer opportunities to receive an RRFP ORCA, which provides a reduced fare for seniors and people with disabilities. The report describes Metro's approach of holding Neighborhood Pop Up events at local senior centers and senior housing communities to help seniors obtain, learn to use, and load money onto RRFP ORCA cards.
- **Low-income people.** The report notes that several Fares Cabinet members are low-income and that many of the organizations on the Fares Partner Review Board work

with low-income community members. The report states that Metro has focused on simplifying its reduced fare system to make it easier for low-income people to become eligible for and enroll in reduced-fare programs and to make it easier for organizations and agencies to purchase bulk transit fares for their clients through the ORCA Business Passport program. The report also describes how Metro has used Neighborhood Pop Up events to engage with low-income riders and the organizations that serve them.

- **Multilingual communities.** The report notes that several Fares Cabinet members and many of the organizations on the Fares Partner Review Board are multilingual and work with multilingual community members. The report states that Metro considers the needs of multilingual communities, collaborates on translation and transcreation with language service providers, and works with media outlets and community-based organizations that reach specific communities or cultural groups. Specifically, during 2026 and 2027, Metro's Community Mobility Program will work with four community-based organizations to develop in-language fare education materials and to support outreach events and training.
- **Human services agencies.** Through Metro's human services bus ticket program,¹⁴ Metro provides fare payment media to human services agencies at 10% of the fare value (meaning Metro subsidizes 90% of the cost). In 2025, Metro provided \$3.5 million in fare value to more than 100 organizations. The report states that Metro is working with a subset of these organizations to test new approaches to provide fare media for riders who are low-income and/or unhoused that would not use paper tickets. The report states that this effort to transition away from paper fare media for this program is still underway and that work will continue. 🏠

Key Issue B. Metro states late 2027 is earliest for cashless on-board fare payment, but Council action would be required. In response to Section B of the proviso requirement, the report lists the milestones Metro identified during its engagement process to be met prior to implementing a cashless on-board payment system. Some of these milestones (such as restarting fare inspection and launching credit card tap-to-pay) have already been implemented. Others (such as launching a virtual mobile ORCA card and modernizing the human services bus ticket program) are still underway.

The report states that Metro estimates that the soonest it will be able to achieve its milestones and complete additional community outreach and education will be late 2027. The report also acknowledges that prior to implementation of a cashless on-board payment system, the County Council must approve a Code change ordinance, as the King

¹⁴ The human services bus ticket program is established at K.C.C. 4A.700.210 ([link](#))

County Code currently includes cash as an allowable on-board form of payment.¹⁵ The report concludes by noting that Council approval of this change would be necessary before Metro eliminates cash on board. 🏠

INVITED

- Rachel Wilch, Strategic Planning Manager, Fares Program, Metro Transit Department

ATTACHMENTS

1. Proposed Motion 2026-0202 and its attachment
2. Transmittal Letter

¹⁵ KC.C. 4A.700.010



KING COUNTY

Signature Report

ATTACHMENT 1

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Motion

Proposed No. 2026-0202.1

Sponsors Fain

1 A MOTION relating to public transportation;
2 acknowledging receipt of the Cashless Fare Engagement
3 Report submitted in response to the 2026-2027 Biennial
4 Budget Ordinance, Ordinance 20023, Section 116, Proviso
5 P10.

6 WHEREAS, the 2026-2027 Biennial Budget Ordinance, Ordinance 20023,
7 Section 116, Proviso P10, states that \$100,000 shall not be expended or encumbered until
8 the executive transmits a cashless fare engagement report and a motion that
9 acknowledges receipt of the report is passed by the council, and

10 WHEREAS, Ordinance 20023, Section 116, Proviso P10 directs that the report
11 shall include, but not be limited to, the following:

12 A. A summary of the engagement efforts the Metro transit department has taken
13 to ensure that transit riders who may face barriers to a cashless transition are prepared for
14 the proposed transition to a system in which cash fares are no longer accepted on board
15 buses, including but not limited, to:

16 1. Outreach to seniors, particularly those living independently, to provide,
17 promote, and educate on the use of the regional reduced fare permit ORCA card that
18 offers reduced fares for seniors and people with disabilities;

19 2. Outreach to low-income people to provide, promote, and educate on the use

20 of the ORCA LIFT low-income fare card that offers reduced fares for people with
21 incomes at or below two hundred percent of the federal poverty level;

22 3. Multilingual outreach to multilingual communities, including coordination
23 with community-based organizations to provide, promote, and educate on income- and
24 age-appropriate ORCA fare cards; and

25 4. Coordination with human services agencies that purchase fare payment media
26 from the Metro transit department under the program authorized at K.C.C. 4A.700.210 on
27 alternative fare media for that program; and

28 B. An update on the proposed timeline to a system in which cash fares are no
29 longer accepted on board buses, including the specific achievements the Metro transit
30 department plans to complete prior to presenting a formal proposal to the King County
31 council, which could include an open payment system using mobile phone wallets to pay
32 fares rather than requiring an ORCA fare card, developing virtual ORCA cards that can
33 be installed on mobile phones, expanding the ORCA retail network to provide more
34 locations where transit riders without access to the internet can add value to a fare card,
35 and installing ticket vending machines where transit riders can purchase bus passes, and

36 WHEREAS, the executive should file the report and motion required by this
37 proviso no later than July 30, 2026, with the clerk of the council, who shall retain an
38 electronic copy and provide an electronic copy to all councilmembers, the council chief
39 of staff, and the lead staff for the transportation, economy, and environment committee,
40 and

41 WHEREAS, the Metro transit department has compiled the required information
42 and the executive has transmitted the Cashless Fare Engagement Report by July 30, 2026,

43 which is included as Attachment A to this motion;

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

45 The council hereby acknowledges receipt of the Cashless Fare Engagement
46 Report, Attachment A to this motion, as required by Ordinance 20023, Section 116,
47 Proviso P10.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Pedroza, Clerk of the Council

APPROVED this ____ day of _____, ____.

Girmay Zahilay, County Executive

Attachments: A. Cashless Fare Engagement Report

Cashless Fare Engagement Report

July 2026



King County

I. Summary

Metro has policy direction to transition to cashless payment on board buses. This report details the planning, research, community engagement and implementation of this transition while utilizing Metro's Mobility Framework. The framework centers community voices and demonstrates Metro's commitment to amplifying the voices of priority populations, including those affected by racism, bias, poverty, language diversity, disability, or immigration status. Throughout the cashless on-board transition, Metro has engaged priority populations in its decision-making and planning processes. Community engagement has occurred through advisory groups, workshops, focus groups, surveys and direct conversations with agencies serving priority populations.

Engagement has focused on hearing from those most impacted by the cashless on-board transition—seniors, low-income individuals, multilingual riders, and service agencies that use the Human Service Bus Ticket (HSBT) program. Their feedback has informed Metro's plans to deliver on a series of milestones before it ceases accepting cash on board buses. The priority populations have identified the following as the most important milestones:

- Restart fare inspection and implement fare education (complete)
- Launch payment via physical or virtual credit by tapping on the ORCA reader (complete)
- Launch virtual ORCA cards on all major cellular mobile devices
- Expand the ORCA Retail Network and ways for riders to pay their fare with cash at off-board bus locations¹
- Address identified barriers to reduced fare programs by implementing program design and eligibility changes
- Modernize the Human Service Bus Ticket (HSBT) program and develop an alternative to paper tickets
- Develop and implement a marketing and communications campaign that prioritizes priority populations and riders who are primarily cash-dependent

In this biennium, Metro is supporting outreach to priority populations and partnering with Community-Based Organizations (CBOs) on fare education. Metro is now developing a communications strategy and fare education approach to support priority populations as they transition to cashless on-board fare payment.

Metro is taking a milestone-based approach to the cashless on-board transition, informed by community feedback. Metro is working to complete each of the milestones provided by community before the final phase of the transition is complete, which would be when Metro stops accepting cash on-board buses and removal of cash fare boxes on board. Metro expects to complete these commitments no sooner than late 2027.

II. Background

Implementing a cashless on-board fare payment system is a component of Metro's strategy to improve bus speed and reliability. Metro Connects, Metro's long-range plan adopted by Ordinance 19367 in 2021, envisions a future "system without cash payment on board buses, paper tickets, and paper transfers." This vision sees the elimination of on-board cash collection through a conventional farebox system. Cash would remain a viable fare payment option for riders at off-board ticket vending machines, Metro Customer Service Centers, and third-party retail points of sale. The removal of on-board cash fare payment is anticipated to speed boarding, improve safety for operators, reduce cash processing costs, and address aging fareboxes which are expensive to maintain with parts no longer available.

In Metro's 2022 proviso response (The Future of Metro Transit Department's Fare Collection System, adopted via Motion 16152¹), Metro detailed the state of the current fare payment system and identified initial aspects of what moving to a cashless on-board fare payment system may require. This led to the establishment of the Fares Cabinet and Partner Review Board. The purpose of the cabinet is to engage the community in planning for a cashless on-board transition. The Partner Review Board engaged advocacy, human service agencies, and Council staff to provide input on and stay connected to Metro's planning effort.

Metro partnered with priority populations, including those affected by racism, bias, poverty, language diversity, disability, and/or immigration status, in 2024 and 2025 to discuss what was needed to support riders during a cashless on-board transition. Through these discussions, the community emphasized that Metro's efforts must remain flexible and adaptable as resources change, technology advances, and the community's fare payment needs continue to evolve.

Metro is working towards a fare system that makes paying for transit easy, fair, and affordable. Metro's fare policy strategy is influenced by community guidance, current policy direction, and regional coordination. More information about Metro's fare policy vision and strategy are shared in Appendix A.

III. Report Requirements

A. Summary of the Engagement Efforts Related to the Cashless On-board Transition

Metro is dedicated to elevating the voices of priority populations and has prioritized their engagement in decision-making and planning. The department will continue to engage these groups as it implements activities and commitments identified in the cashless on-board transition planning. These efforts include discussions on how to maintain transit access and offer expanded fare payment options when cash is no longer accepted on board buses. The following section describes how Metro has engaged the community and plans to conduct outreach to priority populations.

Engagement During Decision-making and Planning

Fare Collection Stakeholder Advisory Group (2021)

¹ Motion 16152, adopted 7/5/22. [LINK](#)

As part of developing “The Future of Metro Transit Department’s Fare Collection System” report, Metro convened a Stakeholder Advisory Group made up of representatives from 24 CBOs that provide direct services, with a focus on those that are led by and for Black, Indigenous, People of Color, immigrants and refugees, multilingual people, people with low and/or no incomes, and/or people with disabilities (a list of participating organizations is included as Appendix B).

The Stakeholder Advisory Group analyzed and recommended alternatives to on-board cash fare payment. The group focused on methods that do not rely on cash payment while considering potential impacts on equity, both positive and negative. The Stakeholder Advisory Group met three times between September and October 2021. The group shared feedback on the financial, technological and cultural barriers their clients face when using public transportation and paying fares. They also shared ideas on ways Metro can support riders in a cashless fare payment system.

Cashless On-board Transition Planning (2024 to 2025)

Since 2024, Metro has worked with priority populations to plan for a cashless on-board transition. Riders and CBOs were engaged to discuss and share feedback on:

- The barriers cash-dependent riders may face when cash is no longer accepted on board buses
- Priority strategies to address the identified barriers for cash-dependent riders
- Ways to support cash-dependent riders in accessing non-cash fare payment options on board, or to use cash to pay their fare off-board
- A phased approach to implementation with performance measures for Metro to track progress and inform when the department is ready to discontinue cash on-board fare payment

Engagement on the cashless on-board transition process occurred in the following ways.

- Fares Cabinet: In 2024, Metro convened a group of community members from priority populations who have diverse experiences with transit. The group’s goal was to support the development of Metro’s cashless on-board transition process by identifying barriers riders might face. The members helped prioritize these barriers, align Metro's available tools to address them, and develop transition milestones.
- Fares Partner Review Board: In 2024, Metro convened the Fares Partner Review Board. The group consisted of CBOs, Jurisdictional Partners, and County Council staff members (see Appendix C for participants). The board guided the development of the cashless on-board transition by reviewing all content that the Fares Cabinet was working on and provide feedback from their perspective as organizations that support priority population groups.
- Additional CBO Engagement: Metro engaged with CBOs serving specific priority population groups. The CBOs provided feedback specific to the groups they serve and how they might be affected by a cashless on-board transition.

Outreach to Priority Populations

Metro’s 2026-27 biennial budget included investments to support outreach to priority populations and partnerships with CBOs to provide fare education. These efforts will support riders and prepare them for a transition to cashless on-board fare payment. Metro is developing a communication

strategy and a fare education plan to help the most cash-dependent transit riders switch to cashless payments. In 2026, Metro is partnering with multilingual CBOs to develop fare education materials and outreach toolkits, and in 2027 will focus on community outreach. Additionally, Metro is partnering on with the Regional ORCA Operations Team (ROOT) and regional peer transit agencies on outreach to priority populations regarding cashless payment options. Part of this outreach includes informing riders how to enroll in and use various reduced fare programs, including ORCA LIFT, the Regional Reduced Fare Program, the Subsidized Annual Pass, and the Human Service Bus Ticket (HSBT) Program³.

Metro will continue to work with the community to develop and refine an outreach strategy that supports priority populations.

Seniors

Seniors have been engaged in planning for the cashless on-board transition and in discussions about improving access to reduced-fare options. Several Fares Cabinet members are seniors or work closely with seniors.

Metro frequently conducts outreach to seniors to help them access the Regional Reduced Fare Permit (RRFP) program. Outreach to seniors includes community events where they can receive an RRFP ORCA card, as well as marketing and communications materials. Metro also works with CBOs that partner with organizations working with and serving seniors, including the Asian Counseling and Referral Service and Disability Rights WA.

One Metro program that continues to engage seniors is Neighborhood Pop Up (NPU). Formerly known as ORCA To-Go, NPU brings Metro's pass sales and customer service directly into local communities. At the NPU mobile customer service event, Metro staff assist riders with applying for reduced fare programs; purchasing, loading, and managing ORCA cards; and providing trip-planning and transit schedule information. NPU is particularly successful in reaching seniors and people with disabilities, who make up about 65% of those served. NPU works closely with local senior centers, transitional programs, and senior housing communities to reach community where they are and expand access to fare payment options.

Low-income

Low-income riders have been engaged in developing the cashless on-board transition plan and in conversations about improving access to reduced fares. Several Fares Cabinet members are low-income, and many of the organizations on the Fares Partner Review Board work with low-income community members (e.g., Low Income Housing Institute, Issaquah Food and Clothing Bank, Meals Partnership Coalition, and the Seattle King County Coalition on Homelessness). In addition to cashless engagement, Metro continues to reach out to riders with low incomes to improve access to and increase the affordability of reduced fares.

Reduced Fare Simplification

In 2024, Metro established a process to identify innovative solutions for reduced fare offerings. The process included collaboration with the seven ORCA transit agencies, riders and supporting CBOs. The process reimagined how reduced fare products are used and administered. Both qualitative and quantitative research methods were used to engage priority populations. First, Metro administered a survey to gather quantitative data on riders' experiences, including trends in how

they pay for and value transit and reduced-fare programs. Additionally, Metro gathered qualitative data from 15 focus groups on the challenges and opportunities in reduced-fare programs.

The information from the survey and focus groups was used as input for a two-day workshop on September 30 and October 1, 2024. Over 65 participants attended, including riders who use reduced fare products and transit benefits, representatives of CBOs that manage and distribute reduced fare products, employees of transit agency partners, and King County Metro employees. Rider and human/community service attendees were compensated for their time.

Workshop participants identified four areas to improve Metro's reduced fare programs:

1. Make it easier for reduced-fare riders to become eligible and enroll in reduced-fare programs.
2. Make it easier for organizations and agencies to purchase bulk transit fares for riders by improving the ORCA Business account user interface and developing a new option for short-term/limited-use fare media.
3. Improve rider access and information by simplifying the regional fare structure and centralizing fare communications
4. Ensure that fare options align with fare enforcement changes.

Neighborhood Pop Up (NPU)

In addition to supporting seniors, NPU also engages with low-income riders and partners with Metro's Reduced Fares Teams and King County Public Health to host outreach events. At NPU events, riders can replace lost or damaged ORCA LIFT cards and receive information and referrals to income-based ORCA programs.

Multilingual Communities and Multilingual Outreach

Metro consistently engages with and offers outreach to multilingual communities. Metro produces materials in multiple languages, provides interpretation services, and partners with a variety of organizations to connect with multilingual communities. Outreach and communication regarding the transition to cashless on-board fare payment will take multilingual needs into account.

Multilingual riders have been engaged in developing the cashless on-board transition and the conversations about improving access to reduced fares. Several Fares Cabinet members and many of the organizations on the Fares Partner Review Board are multilingual and work closely with multilingual community members (e.g., World Relief, Casa Latina, and Refugee Women's Alliance).

Metro considers language access when developing communications and marketing efforts to inform riders about major changes to the transit system. Metro's communication and marketing tactics approach language access by centering the needs of multilingual communities from the outset of each project. For every campaign, Metro assesses languages spoken via census reports to determine translation needs. Metro collaborates on translation and transcreation with language service providers within identified language communities, uses icons in graphics and signage, places in-language advertisements, and works with media outlets that reach specific communities or cultural groups.

Community Mobility Program

Metro's Transportation Demand Management Team operates the Community Mobility Program (CMP). This program focuses on reaching priority populations and those historically excluded from

transit engagement and communications. These programs collaborate with specific CBOs to deliver targeted, in-language, and culturally competent transit education and information tailored to the needs of the communities they serve. In 2026, CMP will work with four CBOs to develop fare education materials to encourage riders to use non-cash fare payment options. These materials will be in-language and support future outreach events, trainings, and education efforts in 2027.

Coordination with Human Service Agencies that Purchase Fare Payment Media in the Human Service Bus Ticket Program

Metro received funding in the 2026-27 biennium to test and develop alternatives to paper tickets, including options to replace the paper tickets used in the HSBT program. Metro has been engaging with and working with human service agencies participating in the program and HSBT recipients to improve the program and make reduced-fare ORCA products more accessible.

HSBT Program Focus Groups (2024 and 2025)

In 2024, Metro conducted focus groups with 44 human service agency staff members (representing 23 different agencies) who participated in the HSBT program. In these discussions, Metro heard that transit access is essential for this community of riders who need to travel outside of King County and are often hesitant to share personal information⁴. Metro also conducted focus groups with HSBT riders in 2025 in collaboration with two HSBT participating agencies (Aurora Commons and Villa Comunitaria). In these focus groups, riders shared that tickets are an essential lifeline for accessing school, work, appointments, human service agencies and various social interactions. Riders shared that there is confusion around which transit agencies accept these tickets and a feeling of being judged for using paper tickets.

HSBT ORCA Modernization Pilot (2025 and 2026)

In 2025, Metro launched an ORCA modernization pilot with 11 HSBT agencies to inform the design of a future approach that works for riders who are low-income and/or unhoused. This pilot was built on learnings from the 2020-21 Human Service ORCA LIFT demonstration project. The first phase of the ORCA modernization pilot was completed in March 2026, and the second phase is in development. Participating HSBT agencies received access to ORCA business accounts, allowing them to purchase and load fare products on ORCA cards for their clients. These agencies were able to purchase 4-ride and 20-ride passes at the HSBT pricing. While considering needs of the HSBT agencies, the pilot is evaluating:

- how use of the business account platform can be simplified,
- what kind of ORCA products work best,
- if this type of program is sustainable for King County Metro and partners, and
- if this type of program minimizes on-board cash fare payment.

Fares Partner Review Board (2024 to 2026)

Metro will continue engaging and communicating with HSBT agencies to develop solutions to improve the delivery of the HSBT program through ORCA. Metro also seeks to find a replacement for paper tickets, ahead of the transition away from cash and paper tickets on Metro buses. Any significant changes to the HSBT program will involve feedback and input from participating agencies and will be communicated in advance as the program evolves.

B. Update on the Proposed Timeline in Which Cash Fares Are No Longer Accepted On Board Buses

Community feedback was clear that no single tool or strategy alone addresses the varied and significant barriers cash-paying riders may encounter when transitioning to a cashless on-board fare payment system. Therefore, Metro is committed to implementing tools and strategies that collectively address the barriers faced by different cash-paying riders. Many of the identified tools and strategies improve Metro's fare payment system, regardless of whether cash is accepted on the bus. Implementing these strategies will continue to make it easier for all riders to access and use transit.

In discussions with the Fares Cabinet, the Fares Partner Review Board, and Metro staff, the following milestones were identified as critical to Metro's transition to a cashless on-board fare payment system:

- Restart fare inspection and implement fare education (launched May 2025)
- Launch payment via physical or virtual credit by tapping on the ORCA reader, so riders maintain an option to pay on-board (launched February 2026)
- Launch a virtual ORCA card on all major cellular mobile devices
- Expand the ORCA Retail Network and ways for riders to pay their fare with cash at off-board locations
- Address identified barriers to reduced fare programs by updating program design and eligibility changes (e.g., improve consistency of reduced fare information, deepen partnerships with CBOs to support reduced fare riders enrolling, and expanding access to ORCA LIFT for low-income riders)
- Modernize the HSBT program and develop an alternative to paper tickets
- Develop and implement a marketing and communications campaign that prioritizes priority populations and riders who are primarily cash-dependent

In addition to these milestones, Metro plans to implement additional community-prioritized strategies. These strategies build on the milestones, ensuring a more effective transition that supports the most transit-dependent riders' access to transit and their ability to pay the right fare. These strategies are described in Appendix D.

Timing for implementing remaining milestones is contingent on multiple factors, including regional transit partner alignment, ORCA and other technology improvements, and product changes. The earliest Metro estimates the major milestones will be delivered is late 2027.

KCC 4A.700.010 currently reads "A fare ...is paid when a person pays the appropriate amount in cash or presents an appropriate pass, transfer, or other fare payment media". The Council would need to approve revisions to remove reference to cash and transfers as an accepted form of fare payment before Metro could stop collecting cash fares on board.

IV. End Notes

¹ The ORCA Retail Network is a collection of local businesses, grocery stores, and gas station convenience stores where riders can purchase and load funds onto an ORCA card.

² [Ordinance 19210](#)

³ The Human Services Bus Ticket Program (HSBTP) provides subsidized bus tickets to eligible human service agencies serving persons who are low-income and/or are experiencing homelessness. Agencies can apply for the program through an annual application process administered by the Department of Community and Human Services (DCHS). Agencies awarded an allocation pay approximately 10 percent of the ticket value, with King County Metro covering the remaining 90 percent.

⁴ Riders using Human Service Bus Tickets receive a paper transfer on Metro and can transfer to a different Metro bus within the two-hour transfer window. Transfers to other transit agencies, such as Sound Transit, Community Transit, or Pierce Transit, are not accepted. While Sound Transit offers Human Service Bus Tickets, they are different from Metro bus tickets, and a rider needs both tickets to make trips on Metro buses and Sound Transit Link light rail.

V. Appendix A

Metro's fare policy strategy is guided by a vision of making a fare system that is easy, fair, and affordable. This vision strives to ensure:

- It is **easy** for riders to pay the right fare, easy for businesses to cover transit costs for users, and easy to travel seamlessly in the region.
- Everyone pays a **fair** share to fund transit service, and expectations are clear and consistent for all riders.
- It is **affordable** for customers to ride transit, and affordable for Metro to operate the transit system.

Metro's fare policy strategy was developed in the context of community guidance, existing policy, and regional coordination.

Community guidance

Community feedback on fare policy strategy focuses on:

- Invest upstream where needs are greatest
- Prioritize awareness, access and ease of use

Existing policy

County policy provides guidance and priorities for Metro's fare policy strategy, including:

- Taking an income-based approach to fares, and prioritizing equitable access, meeting revenue targets, and regional alignment
- Preparing for a future without on-board cash fare payment
- Following the Executives' stated priorities of
 - Breaking the cycle
 - Building for affordability
 - Be in community
 - Better government

Regional coordination

Over the course of four meetings, leaders representing eight public transit agencies gathered for the 2025 Regional Fare Forum. The meetings focused on simplifying transit fares, improving reduced fare programs and equitable access, and delivering new features via the ORCA regional fare payment system. The goal of the 2025 Regional Fare Forum was to generate a roadmap for regional coordination, fare structures, and policy making over the next decade.

The forum prioritized three outcomes for the region to focus on, including:

- Prioritize eligibility and enrollment so that enrolling in reduced fare programs and the enrollment requirements and documentation are simple.
- Prioritize alignment so that fares are structured in a way that is easy to understand and navigate.
- Prioritize affordability so that Transit fares are affordable, and riders who need fare assistance have easy access.

To achieve Metro's fare policy strategy, the department is working to create a future fare payment system where all riders have choices and options that work for them. Implementing efforts to raise awareness of fare options, making reduced fares more accessible and affordable, and offering new ways for organizations to sponsor and distribute fares to the communities they serve will significantly improve riders' ability to access transit. By prioritizing people who currently have the fewest options and pathways, Metro is not only preparing riders for cashless on-board fare payment but also developing a pathway to offer an equitable and accessible fare system.

VI. Appendix B

List of Community-Based Organizations that participated in the engagement process to support the development of “The Future of Metro Transit Department’s Fare Collection System.”

- Alliance of People with disAbilities
- API Chaya
- Asian Counseling and Referral Service
- Byrd Barr Place
- Catholic Community Services
- Chief Seattle Club
- Elizabeth Gregory Home
- Entre Hermanos
- Eritrean Association in Greater Seattle
- Evergreen Services' REACH Program
- International Rescue Committee
- Issaquah Food & Clothing Bank
- Lifelong
- Low Income Housing Institute
- Millionaire Club Inc. DBA Uplift Northwest
- POCAAN
- Real Change
- Recovery Café
- Refugee Women's Alliance
- Sea Mar Community Health Centers
- Teen Feed Service Links for Youth
- University District Food Bank
- Weld Seattle

VII. Appendix C

List of Community-Based Organizations and jurisdictional partners who participate on the Fares Partner Review Board and shared feedback on the cashless on-board transition planning.

- Alliance of People with disAbilities
- API Chaya
- Asian Counseling and Referral Services
- Byrd Barr Place
- Casa Latina
- Catholic Community Services
- Chief Seattle Club
- Commute Seattle
- Disability Rights WA
- Downtown Seattle Association
- Elizabeth Gregory Home
- El Centro de la Raza
- Eritrean Association in Greater Seattle
- Evergreen Services' REACH Program
- Fare Start
- Gay City
- Global to Local
- Health Point - Tukwila
- Homeless Riders Coalition
- International Community Health Services
- International Rescue Committee
- Issaquah Food & Clothing Bank
- Lifelong
- Low Income Housing Institute
- Meals Partnership Coalition
- Millionaire Club Inc. DBA Uplift Northwest
- Mobility Justice
- NeighborCare
- POCAAN
- Real Change
- Recovery Cafe
- Refugee Women's Alliance
- SAGE
- Seattle Children's Hospital
- Seattle King County Coalition on Homelessness
- Sea Mar Community Health Centers
- Transportation Choices Coalition
- Trac and Associates
- University of Washington
- Within Reach
- World Relief Seattle

VIII. Appendix D

Recommendations from the Fares Cabinet and the Fares Partner Review Board for Metro to pursue to support riders in the cashless on-board transition. Priority was determined by which recommendations best address barriers faced by priority populations impacted by going cashless.

Recommendations		Priority
1	Restart fare inspection and implement fare education	Milestone
2	Develop and roll out open payment on ORCA	Milestone
3	Develop and roll out virtual ORCA card across all mobile platforms	Milestone
4	Significantly expand the ORCA retail network	Milestone
5	Pursue and implement concepts developed through the Reduced Fares Simplification design effort	Milestone
6	Modernize the Human Service Bus Ticket Program	Milestone
7	Develop and implement a marketing and communications fares campaign geared towards priority populations and riders who are primarily cash-dependent	Milestone
8	Conduct continued community engagement on the implementation of the cashless on-board transition and develop accountability structures	High
9	Expand Community-Based Organization (CBO) transit education and Community Navigator programs to focus on riders who will be significantly impacted by the transition to cashless on-board payment	High
10	Develop and update customer communications to support easy access to fare information	High
11	Restart the in-person Neighborhood Pop Up and expand its ability to reach priority communities	High
12	Pilot and expand Metro Ticket Vending Machines (TVMs) to key transit locations in King County	High
13	Continue offering in-person and over-the-phone fare payment support through Metro's customer service	Medium
14	Continue the Fare Ambassadors program to offer in-person support at Metro transit facilities	Medium
15	Develop and implement fare capping	Medium
16	Lengthen the ORCA transfer window	Medium
17	Consider how to expand ORCA Business Programs (Passport, Choice, and Seasonal) to support current cash-paying riders	Medium
18	Continue to operate the Transit Go Ticket App and consider ways to expand its reach and use	Medium
19	Develop Transportation Demand Management efforts to support behavior change for riders who currently pay cash to utilize non-cash fare payment options	Medium
20	Change ORCA card fees and minimum load amount requirements	Medium
21	Pursue opportunities to expand the Health Through Housing program and the universal basic mobility options being tested	Medium
22	Develop additional alternative fare media options for riders	Low
23	Allow for customizable or limited-edition ORCA cards	Low
24	Offer Wi-Fi on board buses	Low


King County | Office of the Executive

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401 Fifth Avenue, Suite 800
Seattle, WA 98104-2391

July 22, 2026

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

Dear Councilmember Perry:

This letter transmits the Cashless Fare Engagement Report in response to budget proviso P10 in Ordinance 20023.

The enclosed report summarizes the Metro Transit Department's (Metro) engagement efforts to ensure that transit riders who face barriers to a cashless transition are prepared for this change. The report also provides an update on the proposed timeline for transitioning to a system in which cash fares are no longer accepted on board buses, including the specific milestones Metro plans to complete as part of a cashless transition.

Metro received direction to move to a cashless onboard fare payment system in 2021 with the adoption of Metro Connects (Ordinance 19367). Initial work included sharing with Council information on the current state of Metro's fare payment system and options to support a cashless transition, which were transmitted to Council as a proviso response in 2022 (Motion 15162). Council staff participated in the Partner Review Board during the cashless transition planning process.

Metro prioritized rider and community input as a core element guiding decision-making and planning. Metro has centered the voices of riders who will be most impacted through various engagement efforts, including seniors, low-income, and multilingual riders, as well as human service agencies that support riders. Riders have shaped how Metro will transition to cashless onboard fare payment and will continue to be vital collaborators in ensuring the most impacted riders are ready when this change is implemented.

The Honorable Sarah Perry

July 22, 2026

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Since 2021, Metro has engaged priority population riders and organizations that serve these populations in the decision-making and planning processes for a cashless transition, as well as in identifying ways to improve access and affordability of reduced fares. Metro's Fares Cabinet and Fares Partner Review Board have been instrumental in identifying the steps Metro must take before stopping cash acceptance on board buses.

Through Metro's engagement, the community shared their needs for a fare system that makes paying for transit easy, fair, and affordable. Metro is working to create a future fare payment system where all riders have choices and options that work for them. Implementing efforts to raise awareness of fare options, making reduced fares more accessible and affordable, and offering new ways for organizations to sponsor and distribute fares to the communities they serve will significantly improve riders' ability to access transit. By prioritizing people who currently have the fewest options, Metro is not only preparing riders for cashless on-board fare payment but also developing a pathway to an equitable and accessible fare system.

Thank you for your consideration of this report. The important work discussed in the report will help people who are most transit-dependent continue to afford and access transit services across King County.

If your staff have questions, please contact Rachel Wilch, Fare Policy Program Lead, Metro Transit Department, at 206-263-0609.

Sincerely,

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

for

Girmay Zahilay
King County Executive

The Honorable Sarah Perry

July 22, 2026

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Enclosure

cc: King County Councilmembers

ATTN: Stephanie Cirkovich, Chief of Staff, King County Council

Melani Hay, Clerk of the Council

Karan Gill, Deputy Executive, Office of the Executive

Jasmin Weaver, Chief of Staff, Office of the Executive

Hyeok Kim, Chief Operating Officer, Office of the Executive

Sierra Howlett Browne, Director of Government Relations, Office of the Executive

Garrett Holbrook, Council Relations Director, Office of the Executive

Michelle Allison, General Manager, Metro Transit Department