



## SCA Public Issues Committee AGENDA

March 12, 2014 – 7:00 PM  
Renton City Hall  
Council Chambers, 7th Floor  
1055 S. Grady Way - Renton, WA 98057

1. **Welcome and Roll Call** – Mayor Bernie Talmas, Woodinville, Chair 5 minutes
2. **Public Comment** – Mayor Bernie Talmas, Woodinville 10 minutes
3. [Approval of minutes – February 12, 2014 meeting](#) 5 minutes  
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4. **Chair’s Report** – Mayor Bernie Talmas, Woodinville, Chair 5 minutes
5. **Executive Director’s Report** – Deanna Dawson, SCA Executive Director 15 minutes
6. [Climate Change Efforts in King County](#) 30 minutes  
POTENTIAL FUTURE ACTION ITEM  
Page 17  
Doreen Booth, SCA Policy Analyst  
(10 minute update, 20 minute discussion)
7. [Hazardous Waste Fee Rate Restructure](#) 15 minutes  
DISCUSSION ITEM  
Doreen Booth, SCA Policy Analyst  
Page 58  
(5 minute update, 10 minute discussion)
8. **Informational Items**
  - a. [Transportation Benefit District Update](#)  
Page 70
  - b. [King County Regional Disaster Framework](#)  
Page 85
9. **Upcoming Events**
  - a) SCA Networking Dinner – Wednesday, March 19, 2014 – 5:30 PM  
Renton Pavilion Events Center – County Executive Dow Constantine, Keynote Speaker
  - b) SCA Public Issues Committee Meeting – Wednesday, April 9, 2014 – 7:00 PM  
Renton City Hall

## 10. For the Good of the Order

## 11. Adjourn

### Did You Know?

Did you know there was a 17 percent decline between 2010 and 2012 in the rate of obesity among eighth-, 10th-, and 12th-graders in the seven participating school districts — most in South King County? It was the first significant decline in the rate since the state began tracking it 10 years ago, and substantially narrows the gap between wealthier and poorer districts.

The districts, along with dozens of other participating organizations involved in community health and fitness, shared about \$13 million in federal stimulus funds as part of a two-year national obesity-prevention initiative called Communities Putting Prevention to Work (CPPW). The schools shared \$2.8 million of that money to implement a range of programs — from buying physical-education equipment to bringing more healthful choices to student stores and school cafeterias.

State and county health officials say the results hold promise, both statewide and nationally, for improving community health overall. Investing in children's health now, they say, could lead to healthful habits in adulthood and lower health-care costs in the future. The 41 grant recipients were asked to focus on goals such as creating safe, walkable and bikeable communities, reducing consumption of sugary beverages, and supporting farm-to-school programs, low-income immigrant urban farmers and small retailers seeking to provide healthful options.

The program intentionally targeted South King County, where rates of obesity, tobacco use and inactivity are higher and where health disparities compared with other parts of the county and state are greater. One of the poorest regions of the state, middle- and high-school students in South King County are 1.6 times more likely to be at an unhealthy weight than students in other areas.

The biennial survey results showed little change in the obesity rate in any of the years between 2004 and 2010. But in the survey year of 2012, two years after the CPPW initiative began, health officials recorded the first significant decline in the districts that had received funding — Auburn, Highline, Kent, Northshore, Renton, Seattle and Tukwila.

To read the whole story, go to [http://seattletimes.com/html/localnews/2022957941\\_obesitydownxml.html](http://seattletimes.com/html/localnews/2022957941_obesitydownxml.html).

# Sound Cities Association

## **Mission**

To provide leadership through advocacy, education, mutual support and networking to cities in King County as they act locally and partner regionally to create livable vital communities.

## **Vision**

To be the most influential advocate for cities, effectively collaborating to create regional solutions.

## **Values**

SCA aspires to create an environment that fosters mutual support, respect, trust, fairness and integrity for the greater good of the association and its membership.

SCA operates in a consistent, inclusive, and transparent manner that respects the diversity of our members and encourages open discussion and risk-taking.



## **SCA Public Issues Committee DRAFT Minutes**

**February 12, 2014 – 7:00 PM  
Renton City Hall, Council Chambers  
1055 S Grady Way, Renton, WA 98057**

### **1. Welcome and Roll Call**

PIC Chair Mayor Bernie Talmas, Woodinville, called the meeting to order at 7:02 PM. 32 cities had representation ([Attachment A](#)). Guests present included: John Stilin, Redmond City Council; Bill Pelosa, Auburn City Council; Dawn Dofelmire, Algona City Council; Mayor Mary Jane Goss, Lake Forest Park; Paula Waters, Woodinville City Council; Stacy Goodman, Issaquah City Council; Mayor John Marchione, Redmond; Benson Wong, Mercer Island City Council; Layne Barnes, Maple Valley City Council; Carol Benson, Black Diamond City Council; Diane Carlson, King County Executive's Office; Joyce Nichols, City of Bellevue; and Will Knedlik, Eastside Transit Riders United.

Chair Talmas welcomed all the members and guests to the meeting.

### **2. Public Comment**

Chair Talmas asked if any member of the public had any public comment.

Will Knedlik, submitted written comments ([Attachment B](#)) about fully funding Metro Transit into the record and summarized the comments for the PIC.

There was no other public comment. Talmas closed the public comment portion of the meeting.

### **3. Approval of the January 8, 2014 Minutes**

Council President Hank Margeson, Redmond, moved, seconded by Mayor Dave Hill, Algona, to approve the January 8, 2014 meeting minutes.

The motion passed unanimously.

### **4. Chair's Report**

Chair Talmas briefly reviewed the Pre-PIC meeting, "Compromise is Not a Four Letter Word" presented by Ann Macfarlane, Jurassic Parliament and noted it was valuable training. He also reported that PIC leadership and staff met with Ann Macfarlane recently for PIC training. As a result of that training, Talmas noted, he would be utilizing some additional techniques to make the meeting run efficiently. Talmas noted that he will allow all members who would like to speak on a topic to do so before a member speaks a second time. Talmas noted that he may utilize a "round robin" discussion on issues before amendments to a motion are offered.

Lastly, Talmas encouraged new members to speak up as all voices are important and need to be heard.

## **5. Executive Director's Report**

Deanna Dawson, SCA Executive Director, reported that the SCA Board of Directors recently held their annual board retreat. Dawson noted that Mayor John Marchione, Board President and Mayor Matt Larson, Board Vice President, were present at the PIC. Dawson noted that over the last couple of years the SCA Board of Directors focused on organizational changes. This year the Board focused on long range planning. Long range goals that were identified by the Board were: building effective partnerships with King County; working on breaking down partisan logjams; and providing significant value to all members. Priority issues identified for 2014 were transportation funding, human services, economic development, and the King County budget.

Dawson noted that there is already work going on in many of the priority areas. The SCA Board of Directors has created a Human Services Committee to begin acting more proactively in the human services arena. Dawson is involved in the Health and Human Services Transformation Plan and the Youth Action Plan at the County, and will be reporting back to and seeking feedback from membership.

ED Dawson noted that the first networking dinner of 2014 will be held on Wednesday, February 19<sup>th</sup>. Seattle Mayor Ed Murray is the speaker and Microsoft is the sponsor.

ED Dawson also discussed a new SCA feature; SCA is featuring one elected official per week on SCA's Facebook and Twitter feeds. Dawson encouraged members to send interesting member stories to SCA staff, [Deanna@soundcities.org](mailto:Deanna@soundcities.org). Councilmember Tola Marts, Issaquah, and Mayor Leanne Guier, Pacific, have been featured to date.

ED Dawson announced that Monica Whitman is leaving SCA and going to work as a Senior Transportation Planner for the city of Kent. ED Dawson and the PIC members thanked Monica for her work with SCA. ED Dawson asked PIC members to be understanding as SCA will be short staffed for a time.

## **6. PIC Operating Policies**

ED Dawson reviewed the item. Dawson noted that at the January 8, 2014 PIC meeting, a number of PIC members asked that staff bring back draft language to add clarification to the PIC Operating Policies regarding the length of time for public comment at PIC meetings.

Councilmember Kate Kruller, Tukwila, moved, seconded by Deputy Mayor Catherine Stanford, Lake Forest Park, to amend the PIC Operating Policies to add the following language under Section C – "Meetings are open to the public. The agenda shall include ten (10) minutes at the beginning of each regularly scheduled meeting for public comment. Each speaker shall be allowed a maximum of two (2) minutes to speak. The period for public comment may be amended at the discretion of the Chair, depending on the length of the agenda, and the number of individuals wishing to comment."

Councilmember Kruller noted Tukwila had a five minute limit that could be reduced to two minutes in the event of busy meetings. Dawson noted that the proposed time limits are a starting point for discussion; city time limits vary.

Councilmember Andy Rheume, Bothell, noted that two minutes was too short a time. Councilmember Rheume moved, seconded by Councilmember Shawn McEvoy, Normandy Park, to amend the motion to allow each speaker a maximum of four (4) minutes to speak. Rheume noted the PIC had only had one public commenter in two years.

A number of PIC members felt that two minutes was a reasonable time limit and others felt that the proposed time limit was too short. There was a discussion about allowing the PIC chair to have discretion for the length of time a speaker speaks during the public comment portion of the meeting.

Chair Talmas called for a vote on the amendment to allow each speaker a maximum of four (4) minutes to speak.

Normandy Park and Bothell voted yes on the amendment. The cities of Algona, Auburn, Beaux Arts Village, Black Diamond, Burien, Carnation, Covington, Des Moines, Duvall, Enumclaw, Federal Way, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Park, Maple Valley, Mercer Island, Newcastle, North Bend, Pacific, Redmond, Renton, Sammamish, SeaTac, Shoreline, Skykomish, Snoqualmie, Tukwila and Woodinville voted no. The motion failed.

Councilmember Chris Roberts, Shoreline, noted that according to the draft policy, the PIC chair has the discretion to adjust the total time for public comments but not the time an individual speaker can speak. Roberts added that there would need to be an amendment to give the chair the discretion to amend the time limit for individual speakers if that was the intent of the membership.

Mayor Baker, Kenmore, moved, seconded by Councilmember McEvoy, Normandy Park, to amend the motion to remove the two minute time limit per speaker and to give the chair discretion on the amount of time a speaker can speak.

There was a discussion about the value of setting a time limit per speaker, with some of the members having a position that time limits are predictable and fair and allow people to adequately prepare. Other comments included limiting comments to two minutes but allowing for discretion by the chair.

Chair Talmas called for a vote on the amendment to remove the two minute time limit per speaker and to give the chair discretion on the amount of time a speaker can speak.

Bothell and Kenmore voted yes on the amendment. The cities of Algona, Auburn, Beaux Arts Village, Black Diamond, Burien, Carnation, Covington, Des Moines, Duvall, Enumclaw, Federal Way, Issaquah, Kent, Kirkland, Lake Forest Park, Maple Valley, Mercer Island, Newcastle,

Normandy Park, North Bend, Pacific, Redmond, Renton, Sammamish, SeaTac, Shoreline, Skykomish, Snoqualmie, Tukwila and Woodinville voted no.  
The motion failed.

Mayor Pro Tem Henry Sladek, Skykomish, Called for the Question.

Chair Talmas called for a vote on the Call for the Question. The motion passed unanimously.

Chair Talmas called for a vote on the main motion, "Meetings are open to the public. The agenda shall include ten (10) minutes at the beginning of each regularly scheduled meeting for public comment. Each speaker shall be allowed a maximum of two (2) minutes to speak. The period for public comment may be amended at the discretion of the Chair, depending on the length of the agenda, and the number of individuals wishing to comment."

Bothell and Normandy Park voted no. The cities of Algona, Auburn, Beaux Arts Village, Black Diamond, Burien, Carnation, Covington, Des Moines, Duvall, Enumclaw, Federal Way, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Park, Maple Valley, Mercer Island, Newcastle, North Bend, Pacific, Redmond, Renton, Sammamish, SeaTac, Shoreline, Skykomish, Snoqualmie, Tukwila and Woodinville voted yes.  
The motion passed.

#### **7. PIC Nominating Committee Recommendation**

Redmond Council President Hank Margeson, Chair of the 2014 PIC Nominating Committee, reported that the PIC Nominating Committee met recently to discuss nominees for the Growth Management Planning Council (GMPC) and the King Conservation District Advisory Committee (KCDAC). Margeson welcomed Councilmember Ed Prince, Renton, to the Nominating Committee where he joined Margeson, Mayor Leanne Guier, Pacific and Councilmember Ross Loudonback, North Bend.

Margeson reported that there is one member and one alternate vacancy on the GMPC. There are three vacancies for alternates on the King Conservation District Advisory Committee.

Chair Hank Margeson, Redmond, moved, seconded by Mayor Baker, Kenmore, to recommend to the SCA Board of Directors the appointment of Councilmember Tola Marts, Issaquah, to the GMPC member position and Councilmember John Stilin, Redmond, to the GMPC alternate position; and the appointments of Councilmember Hank Myers, Redmond; Councilmember Mary Lou Pauly, Issaquah; and Mayor Mary Jane Goss, Lake Forest Park; as alternates to the King Conservation District Advisory Committee.

The motion passed unanimously.

#### **8. Transportation Funding**

ED Dawson provided a brief overview of the transportation funding picture. Dawson briefly reviewed SCA's efforts to get a state transportation package passed in 2013 and SCA's policy position on a state package, including support for a local option to fund roads and transit. Dawson noted that the King County Council had voted unanimously earlier in the week to

form a Transportation Benefit District (TBD) and that the King County Council had expressed widespread support for a 60/40 distribution split and a \$60 vehicle license fee and a .1% sales tax increase. Dawson reviewed Redmond's proposed amendment to the SCA position. Redmond's proposed amendment has three points;

1. Memorializing the 60/40 split;
2. Ensuring that the amounts proposed are the maximums that could be levied und the TBD; and
3. The need for an interlocal agreement (ILA) to memorialize the distribution formula, and to account for contingencies should challenges be brought to the TBD.

Chair Talmas stated he would be using the round robin procedure on this item, where he would go around the room and hear from each member before accepting amendments to the proposed policy.

Councilmember Chris Roberts, Shoreline, noted that Shoreline took a position in support of this policy and believes they would support the Redmond amendment. Roberts noted Shoreline's concerns with the regressive nature of the tax.

Councilmember Ross Loudonback, North Bend, stated that North Bend opposes the policy as they believe it is an additional subsidy to Metro.

Councilmember Amy Ockerlander, Duvall, stated that Duvall had not yet taken an official position but that Mayor Ibershof strongly supports the position. Ockerlander was supportive with the caveat that if the Duvall City Council did not support the position at a later date, they would inform the SCA Board of Directors of that position.

Councilmember Kate Kruller, Tukwila, stated that this would have value to transit and other cities so Tukwila would support the policy. Kruller also noted this is a signal to Olympia that if they won't act, King County will.

Deputy Mayor Catherine Stanford, Lake Forest Park, stated that her council supports the position. They do not agree it is the best funding tool but without state funding, cities and counties are limited in their options. Stanford also noted the 17% transit cuts would have a dramatic impact on Lake Forest Park. Stanford felt the Redmond amendment was consistent with the policy position.

Councilmember Mike Sando, Enumclaw, stated that Enumclaw was opposed to the position due to equity issues.

Councilmember Erin Weaver, Maple Valley, supported the policy position.

Mayor David Baker, Kenmore, supported the policy position. Kenmore stands to gain substantially. Baker can also support the amendment.

Mayor Jim Berger, Carnation, stated that Carnation voted to oppose the policy due to equity issues and the lack of existing transit in the city. Carnation is concerned with roads between cities and is also concerned the TBD lets the state off the hook for their transportation responsibilities.

Deputy Mayor Dan Grausz, Mercer Island, stated Mercer Island supports the policy. Mercer Island is concerned about the lack of bus service on the island and about lack of park and ride space.

Mayor Dave Hill, Algona, stated that Algona is not supporting the policy. Algona will see a net loss with the TBD.

Councilmember Tola Marts, Issaquah, stated that Issaquah had four issues with the TBD and met with the Executive's office staff to address those issues; 1. Will this save Metro – Issaquah heard yes. 2. Issaquah has real frustration with the legislature and it is difficult to separate that from this issue. 3. The proposal is for a volatile and regressive tax method. 4. Issaquah is concerned about the benefits for regional transit, and the amount Issaquah puts into the system versus the amount of service it receives. After receiving feedback on these questions from King County and SCA staff, Issaquah is in support of the policy and is in support of the Redmond amendment.

Councilmember Andy Rheume, Bothell, stated Bothell is not in support of the policy. Rheume referenced a Seattle Times article dated January 29 about the poor transit score that currently exists in Bothell.

Councilmember Ed Prince, Renton, stated that Renton supported the policy and the Redmond position.

Councilmember Tom Odell, Sammamish, supports the policy. Odell also supports the Redmond amendment. Odell noted that he was concerned about voter fatigue for tax increases.

Councilmember Nancy Tosta, Burien, noted Burien supports the proposed policy and Redmond's amendment. Tosta noted that Metro cuts would have severe impacts in Burien.

Deputy Mayor John Drescher, Newcastle, stated that Newcastle is against the policy position. Newcastle has concerns about the county vs. the state issue; finds the addition to sales tax too high; and too high a percentage of revenue is devoted to Metro instead of roads.

Councilmember Bill Boyce, Kent, noted that Kent is neutral at the moment. He reminded members of former Mayor Pete Lewis's position that if something doesn't hurt your city and helps other cities, your city should support it.

ED Dawson reviewed the bylaws and noted that the bylaws required 2/3 of those present to support in order to move a position forward to the board. An abstention would have the effect of a no vote.

Councilmember Shelley Kloba, Kirkland, noted that Kirkland had discussed preemption and established a TBD to keep their options open. Kirkland generally supports the policy. Kloba asked a clarifying question about the proposed Redmond amendment.

Councilmember Jeanette Burrage, Des Moines, stated that Des Moines had also discussed the issue of whether the county acting would have the effect of preempting the city from forming its own TBD.

Mayor Talmas, Woodinville, noted that Woodinville had voted to support the policy but still had concerns. Woodinville can also support the Redmond amendment.

Councilmember Marlla Mhoon Covington, noted that Covington had a TBD on the ballot last year that failed by a narrow margin. Covington will be neutral on this position.

Councilmember Barry Ladenburg, SeaTac, stated that SeaTac will support the policy and agrees with the Redmond amendment.

Councilmember Shawn McEvoy, Normandy Park, stated Normandy Park is neutral on the policy.

Councilmember Tammy Deady, Black Diamond, stated Black Diamond will be holding a public hearing on the TBD issue soon. There are some concerns about the additional tax burden on residents.

Councilmember Tom Stowe, Beaux Arts Village, noted the TBD would lead to a net negative for Beaux Arts Village but the city was neutral on the policy at this time.

Mayor Matt Larson, Snoqualmie, stated that the Snoqualmie City Council supported the policy. Snoqualmie agrees there are equity issues but recognizes the TBD is a solution, though not a perfect one.

Mayor Nancy Backus, Auburn, stated that Auburn supports the position and the Redmond amendment. Auburn feels that there is not enough benefit to cities for local roads in the statewide package. The transit component is important to Auburn.

Mayor Pro Tem Henry Sladek, Skykomish, stated that Skykomish will support the policy as it helps the rest of the county and the cities.

Mayor Leanne Guier, Pacific, noted that Pacific had also discussed forming a TBD. Pacific had not adopted a position of support of the policy.

Deputy Mayor Jeanne Burbidge, Federal Way, noted that Federal Way has the TBD issue on a future agenda. Burbidge will support the policy with the caveat that if the Federal Way City Council does not support the position at a later date, they would inform the SCA Board of Directors of that position.

Chair Talmas summed up the comments generally. Talmas suggested that given the comments, the PIC may wish to bring forward the Redmond amendment for a vote.

Council President Hank Margeson, Redmond, made a motion:

Sound Cities Association (SCA) supports the formation of a countywide Transportation Benefit District (TBD) in King County and a public vote to raise revenue for a countywide TBD to address critical transportation needs facing the County and cities throughout the County, provided that:

- 60% of the funds are distributed to Metro for transit service and 40% of the funds are directly distributed to the County and cities based on population to be used for transportation needs authorized under state law, including maintenance and preservation of roads and bridges, pedestrian and bicycle facilities, and additional transit, as determined by each jurisdiction; and
- An annual Vehicle License Fee up to \$60 per vehicle and imposition of a sales tax up to 0.1% shall be the maximum amount submitted to the voters by the King County TBD; and
- Any resolution adopted by the King County TBD submitting a transportation funding ballot measure to the voters shall require that an Interlocal Agreement (ILA) shall be developed and executed by the cities, County and the King County TBD prior to the collection of any revenue, which shall address risk management and provide for 60% of the funds to be distributed for Metro transit service and 40% of the funds to be directly distributed to the County and cities based on population for transportation needs, as determined by each jurisdiction, as long as the Transportation Benefit District collects revenue from any source.

Councilmember Roberts, Shoreline, seconded the motion.

Council President Margeson, Redmond, addressed Councilmember Kloba's question regarding the third clause.

Deputy Mayor Grausz, Mercer Island, expressed concern about whether the language of the third clause would mean that one city could hold up the process by not signing the ILA. ED Dawson and Mayor Marchione addressed this question.

There was additional discussion about collection of the revenue and questions about what would happen to monies allocated to a city if that city did not sign an ILA.

Chair Talmas asked Diane Carlson, King County Executive's office, to address the questions. Carlson stated there is time to have ILA's signed before revenue is collected. Carlson also noted the County considered a signed ILA a requirement for the distribution of funds.

Chair Talmas called for a vote on the motion.

The cities of Auburn, Burien, Des Moines, Duvall, Federal Way, Issaquah, Kenmore, Kirkland, Lake Forest Park, Maple Valley, Mercer Island, Redmond, Renton, Sammamish, SeaTac,

Shoreline, Skykomish, Snoqualmie, Tukwila and Woodinville voted yes. The cities of Bothell, Carnation, Enumclaw, Newcastle and North Bend voted no. The motion passed by a vote of 20-5. The position will be advanced to the Board.

#### **9. Transit Oriented Development (TOD) Property Acquisition Fund**

Monica Whitman, Senior Policy Analyst, introduced the item. She described a TOD fund, a land acquisition and land banking financing revolving loan fund to stimulate and incentivize affordable housing as part of transit oriented development in proximity to transit. Such a fund is seeded by public funds; in this case, \$5 million dollars could leverage a TOD fund of \$20-\$25 million. The PSRC Executive Board discussed the merits of a number of potential funding sources at their meeting on January 23, 2014. The Board unanimously approved a proposal by King County to create a Business Plan for such a fund which includes directing PSRC to convene a Central Puget Sound TOD Fund Working Group to oversee development of the business plan.

Chair Talmas noted that any comments on the TOD Property Acquisition Fund should be directed to Deanna at [deanna@soundcities.org](mailto:deanna@soundcities.org).

Deputy Mayor Catherine Stanford, Lake Forest Park asked if the proposal was related to the Growing Transit Communities work. Whitman replied that it was all integrated and that the same team at PSRC that work on Growing Transit Communities will be staffing this effort.

There was a discussion about the funding sources and why PSRC is concentrating on this issue. Whitman replied that all potential revenue sources (federal, state, local, private), including options for leveraging multiple fund sources, are on the table.

Chair Talmas requested this item be brought back to the March PIC meeting.

#### **12. Upcoming Events**

- a) SCA Networking Dinner – Wednesday, February 19, 2014 – 5:30 PM  
Renton Pavilion Events Center –Seattle Mayor Ed Murray, Keynote Speaker
- b) SCA Public Issues Committee Meeting – Wednesday, March 12, 2014 – 7:00 PM  
Renton City Hall

#### **13. For the Good of the Order**

Mayor Baker, Kenmore noted that NLC University will hold 11 training seminars at the NLC Congressional City Conference in Washington, D.C. on March 8 and 9, 2014.

The NLC University will host 11 training seminars on March 8 and 9 at the National League of Cities' Congressional City Conference in Washington, D.C. Launched at NLC's Congress of Cities in November, NLC University is a new, collaborative education and professional development initiative that helps municipal leaders—both elected and appointed—build the skills they need to better govern, serve, and advocate for their communities. Training seminars this year cover a variety of topics such as grant writing, budgeting and finance, downtown re-development, pensions, fostering positive police-community relations, performance management for sustainability initiatives, connecting families to key federal

supports, and public leadership in the information age. For more information about the NLC University and to register for trainings at the Congressional City Conference, please visit: [www.nlc.org/university](http://www.nlc.org/university)

Mayor Baker also noted that as a member of the Local Hazardous Waste Management Coordination Committee he signed a letter urging state legislators to move mercury lighting take back program legislation out of the rules committee.

Councilmember Tom Odell, Sammamish, announced he will be serving on the NLC Western Municipal Association. The Association will be holding a marijuana impact panel focused on Washington and Oregon at the NLC Conference.

Mayor Nancy Backus, Auburn noted that Auburn is very concerned about SB 6162 / HB 1287 which would provide a property tax exemption for tribally owned land. ED Dawson noted that SCA staff would follow up.

Councilmember Barry Ladenburg, SeaTac called members' attention to SB 6307 which would preempt cities from adopting minimum wage and sick leave policies for workers. Ladenburg noted Seattle had enacted their sick leave policy.

#### **14. Adjourn**

The meeting was adjourned at 9:00 PM.

**2014 Roll Call – Public Issues Committee Meeting  
February 12, 2014**

City	Representative	Alternate	Other	Staff
<b>Algona</b>	Dave Hill	Dawn Dofelmire		
<b>Auburn</b>	Nancy Backus	Bill Pelozo		
<b>Beaux Arts</b>	Tom Stowe	Richard Leider		
<b>Black Diamond</b>	Janie Edelman	Tamie Deady	Carol Benson	
<b>Bothell</b>	Andy Rheaume	Tom Agnew		
<b>Burien</b>	Nancy Tosta	Stephen Armstrong		
<b>Carnation</b>	Jim Berger	Lee Grumman		
Clyde Hill	Barre Seibert	George Martin		
<b>Covington</b>	Marlla Mhoon	Margaret Harto/Jeff Wagner		
<b>Des Moines</b>	Melissa Musser	Jeanette Burrage		
<b>Duvall</b>	Amy Ockerlander	Scott Thomas		
<b>Enumclaw</b>	Mike Sando	Liz Reynolds		
<b>Federal Way</b>	Dini Duclos	Jeanne Burbidge		
Hunts Point	Joseph Sabey			
<b>Issaquah</b>	Tola Marts	Stacy Goodman		
<b>Kenmore</b>	David Baker			
<b>Kent</b>	Bill Boyce	Dennis Higgins		
<b>Kirkland</b>	Toby Nixon	Shelley Kloba		
<b>Lake Forest Park</b>	Catherine Stanford	Tom French	Mary Jane Goss	
<b>Maple Valley</b>	Erin Weaver	Layne Barnes		
Medina	Michael Luis			
<b>Mercer Island</b>	Dan Grausz	Benson Wong		
Milton	Jim Manley	Debra Perry		
<b>Newcastle</b>	Lisa Jensen	John Drescher		
<b>Normandy Park</b>	Shawn McEvoy	Susan West		
<b>North Bend</b>	Ross Loudenback	Ken Hearing		
<b>Pacific</b>	Leanne Guier	Vic Kave		
<b>Redmond</b>	Hank Margeson	John Stilin	John Marchione	
<b>Renton</b>	Ed Prince	Denis Law		
<b>Sammamish</b>	Tom Odell	Bob Keller		
<b>SeaTac</b>	Barry Ladenburg	Mia Gregerson		
<b>Shoreline</b>	Chris Roberts	Chris Eggen		
<b>Skykomish</b>	Henry Sladek			
<b>Snoqualmie</b>	Kingston Wall	Matt Larson		
<b>Tukwila</b>	Kate Kruller	Verna Seal		
<b>Woodinville</b>	Bernie Talmas	Susan Boundy-Sanders	Paula Waters	
SCA				Deanna Dawson Kristy Burwell Monica Whitman Doreen Booth

Electeds present are highlighted in gray. Cities represented are **bolded**.

## Testimony to King County Council

February 4, 2014

My name is Will Knedlik and I am appearing tonight on behalf of Eastside Transit Riders United in order to request this Council to ensure development of fully sound funding for Metro Transit.

King County Executive Dow Constantine's bold proposal for increasing and stabilizing revenues for transit services, through a local Transportation Benefit District, provides the best opportunity in several decades for public transit finances that can be made, thereby, both far more sustainable for each person reliant thereon, and also substantially more equitable for every county taxpayer.

Equally important, and likewise worthy of genuine praise, this courageous proposal focuses upon the quintessential necessity to **reduce** fares for less financially able residents, who are often most dependent on transit programs for crucial mobility needs, but who have been increasingly priced out of government-financed transportation by fare increases, repeatedly, over the last half decade.

However, particulars drafted by Metro Transit managers and by other county employees – as set forth in the opening iteration – jeopardize the great potential of our Executive's critical initiative.

For example, the fare reduction offered to ameliorate one price hike after another, which has been and is cumulatively forcing the poorest off transit vehicles that they most need, shows inadequate appreciation of this core problem's severity and too much timidity in the change being suggested.

The initial draft would charge genuinely poor transit users, after specific documentation based on federal poverty statistics, **twice as much** as elderly and handicapped passengers currently pay for reduced fares based on a political assumption about limited financial abilities to afford transport.

Simply put in dollars and cents, Metro currently charges persons over 65 and handicapped riders 75 cents per ride, while the draft proposal would charge certifiably poor people \$1.50 each way.

Clearly, either this has not been thought carefully through or else well-paid bureaucrats at Metro Transit who have drafted such a proposal simply do **not** understand those most in need of transit, despite such managers seldom, if ever, failing to invoke vital mobility needs of transit-dependent riders even while pricing those very users off buses and trains, repeatedly, for several years now.

Whichever the cause may be, this early proposal is thus as unready for prime time as it is pivotal.

As estimable as Executive Constantine's outline is in core matters referenced, draft formulations also fail to resolve a further immense defect in Metro Transit, and would in fact **worsen already-gross inequities** in transit services for two thirds of local residents who now live in King County.

Today, east-and-south county taxpayers respectively fund *circa* 35 and 30 percent of total Metro costs, largely through sales taxes, but we receive just 17 and 20 percent of that agency's essential transportation services, largely because of a huge shift of tax dollars in order thereby to subsidize transit services for Seattle residents and businesses, which thus leaves insufficient funds to close major transit gaps within those two subareas, and which in turn precludes vital public transport between major employment opportunities in east county and key housing stocks in south county.

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The new Transportation Benefit District would certainly make this disparity worse, beyond any reasonable dispute, although specific numbers require answers to requests for fiscal data that the Eastside Transportation Association presented to Metro Transit in writing during January, 2014.

Also lacking is indication of **how** Metro Transit will reduce its hugely expensive operating costs of \$155.38 per hour, beyond repeatedly asking transit operators to freeze negotiated wages, since this rate for 2012 is not just among the highest reported by the National Transit Database for our nation, anywhere, but is so extreme that Sound Transit has recently dropped Metro and started to buy driver-and-related services from Pierce Transit to operate its bus fleet in parts of **our** county.

While Executive Constantine inherited this unsustainable cost structure for Metro Transit from his predecessor, and while he would appear to be systematic in pursuing solutions, major cost centers exist beyond unionized workers, *e.g.*, in rather sizeable and quite pricey managerial bureaucracy.

Thus, whether each driver in King County should pay \$60 for every car, as a highly regressive tax on the poorest vehicle owners, must be reasonably understood before informed voting is feasible, given disproportionate harm done to wallets of those least-flush motorists, which adds to already-unfair treatment of east-and-south county residents and further imperils a tax ballot (particularly after a decade-long series of statewide initiatives opposing such auto-based funding for transit).

Because Executive Constantine's leadership affords our region with such an important potential for resolving crucial transit issues, which would likely be lost were drivers **not** to accept as fair a shift of still more transit costs onto car owners, the east-and-south county majority of this Council should take the lead in refining a tax ballot that can fulfill fiduciary duties owed to constituents to ensure that transit services are proportional to transit taxes, and do not further worsen unfairness, whereby suburbs already pay **nearly twice as much** in transit taxes as received in transit services.

Forceful guidance for refining a fully equitable Transportation Benefit District is necessary from government officials elected in east-and-south King County, who have often complained about their constituents paying much too much for transit services, while receiving far too few, through the Eastside Transportation Partnership and South County Area Transportation Board, but who have usually failed to be as vigorous for their citizens as officials elected in Seattle, so as to result in east-and-south county taxpayers paying ever more in transit taxes while receiving less transit.

An essential first step toward such leadership is a guarantee that any transit-tax ballot measure is fully equitable for east-and-south county residents, who pay two thirds of all transit taxes today, who have been overtaxed and underserved for years and who are eligible to cast two thirds of all ballots against any package that fails to restore some reasonable transit-and-tax equity. If this is not resolvable in time for the low-turnout Special Election in late April, then it can and should be achieved to meet the schedule required for a far-higher-turnout Primary Election in early August.

If equity cannot be so obtained, then I request appointment to oppose an unfair transit-tax ballot.

While an earlier ballot date would be preferable to a later one – if east-and-south county residents can be protected as present-and-potential transit users and as nearly two thirds of King County's more-than-2 million taxpayers – a brief delay would allow review of lower cost fares in non-peak hours for low-income citizens, in order to shift optional trips through powerful pricing principles, and, perhaps, of Kemper Freeman's recent presentation suggesting **free** non-peak transit services.

wknedlik@aol.com

Page Two of Two



March 12, 2014  
SCA PIC Meeting

**Item 6:**  
Climate Changes Efforts in King County  
***Discussion Item***

---

**SCA Staff Contact**

Doreen Booth, Policy Analyst, [Doreen@soundcities.org](mailto:Doreen@soundcities.org), 206-433-7147.

**GMPC Members:**

Maple Valley Councilmember Layne Barnes (caucus chair); Shoreline Deputy Mayor Chris Eggen; Sammamish Councilmember Tom Odell; Renton Councilmember Ed Prince; Covington Mayor Pro Tem Jeff Wagner; Issaquah Councilmember Tola Marts; Mercer Island Councilmember Debbie Bertlin; Black Diamond Councilmember Tamie Deady; Pacific Mayor Leanne Guier; Redmond Councilmember John Stilin.

In July 2014, the Growth Management Planning Council (GMPC) is scheduled to make policy decisions setting a greenhouse gas reduction target and supporting measurement framework. The PIC will likely take a position on those potential policies prior to the GMPC meeting. In order to provide the information members will need to take a position, SCA staff is proposing that the Public Issues Committee members begin having a discussion in March and inform SCA staff as to the types of information needed to make an informed decision on the climate change policies. Staff would also welcome direction on what should be included in a proposed policy position.

**Background**

There are two regional, and related, efforts going on in King County regarding climate change.

One of those efforts, the development of a countywide greenhouse gas reduction target, is underway at the Growth Management Planning Council (GMPC). In its 2012 Update of the Countywide Planning Policies (CPP), the GMPC recommended development of a countywide target that meets or exceeds the state target, along with a supporting measurement framework. The King County Countywide Planning Policies can be found at <http://www.kingcounty.gov/property/permits/codes/growth/GMPC/CPPs.aspx> (pages 14-15).

The GMPC will introduce and consider a proposal for a greenhouse gas reduction target at their May 21 meeting with a decision anticipated in July. Staff members working on the proposal for the GMPC members in May are many of the same staff members working on the King County-Cities Climate Collaborative.

The second ongoing effort is the King County-Cities Climate Collaborative, K4C. Nine cities (Issaquah, Kirkland, Mercer Island, Redmond, Renton, Seattle, Shoreline, Snoqualmie, and Tukwila) are currently members of the Collaborative and have pledged to increase the

effectiveness of local sustainability and climate change solutions by working together. The King County-Cities Climate Collaboration Pledge is attached as [Attachment A](#). For more information about the Collaborative, go to <http://www.kingcounty.gov/environment/climate/other-governments/climate-pledge.aspx>.

On February 13, 2014, 13 cities (Bellevue, Issaquah, Kenmore, Kirkland, Mercer Island, Redmond, Renton, Seattle, Sammamish, Shoreline, Snoqualmie, Tukwila and Woodinville) participated in a King County-Cities Climate Collaboration Elected Officials Working Summit hosted by Executive Dow Constantine and Mercer Island Mayor Bruce Bassett. In a follow up to King County Elected Officials on February 28, Executive Constantine proposed to work on five steps, including setting shared goals through the GMPC's development of a countywide greenhouse gas reduction target and mapping out shared actions. The mapping out of shared actions would inform the target-setting work underway at the GMPC. Other steps noted were pooling resources to support climate action and telling the story of local governments' roles and actions and the challenges ahead. The full text of Executive Constantine's *Follow up from K4C Elected Official Working Summit* dated February 28, 2014 is attached as [Attachment B](#).

The two regional efforts briefly discussed here are proposed to work together; one effort – the policy work of the GMPC in setting a target or goal will be supported by the second effort – tools and strategies set out by the King County-Cities Climate Collaborative.

For your information [Attachment C](#) is a draft background paper prepared by staff of the King County-Cities Climate Collaborative, *Developing a Regional Greenhouse Gas Emission Reductions Target and Measurement Framework*. Please note this document is draft and is subject to change prior to distribution to the GMPC in May.

At the March 12, 2014 pre-PIC meeting there will be a related presentation, an introduction to Climate Action in King County and Overview of the King County-Cities Climate Collaboration - presented by Matt Kuharic, King County and Nicole Sanders, City of Snoqualmie. A second part of the presentation, "*What Will It Take in King County? Analysis of Regional Energy Use, Greenhouse Gas Emissions, and Example Reduction Strategies*" is included as [Attachment D](#) and will be presented by Elizabeth Willmott, Climate Solutions' New Energy Cities Program. Members are strongly encouraged to attend this pre-PIC meeting as background for discussion at the PIC meeting. Staff are also welcome to attend.

## Attachments

- A. [King County-Cities Climate Collaboration Pledge](#)
- B. [Executive Constantine's Follow up from K4C Elected Official Working Summit, 2/28/14](#)
- C. [Developing a Regional Greenhouse Gas Emission Reductions Target and Measurement Framework](#)
- D. [What Will It Take in King County? Analysis of Regional Energy Use, Greenhouse Gas Emissions, and Example Reduction Strategies](#)



**Whereas**, we, King County and the undersigned cities of King County, wish to work together to directly respond to climate change and reduce global and local sources of climate pollution;

**Whereas**, we believe that by working together we can increase our efficiency and effectiveness in making progress towards this goal;

**Whereas**, we are interested in achieving this goal in a way that builds a cleaner, stronger and more resilient regional economy;

**Whereas**, we are interested in focusing on local solutions to leverage and partner with related collaborative efforts;

**Whereas**, partnering on sustainable solutions will advance progress towards Cities' environmental, climate change, and energy goals such as those adopted by the nearly half of King County Cities that have signed on to the U.S. Conference of Mayors Climate Protection Agreement;

**Now, therefore**, we agree to participate in this effort and collaborate regionally with our County and City partners to develop and coordinate the following:

- Outreach: Develop, refine, and utilize messaging and tools for climate change outreach to engage decision makers, other cities, and the general public.
- Coordination: Collaborate on adopting consistent standards, benchmarks, strategies, and overall goals related to responding to climate change.
- Solutions: Share local success stories, challenges, data and products that support and enhance climate mitigation efforts by all partners.
- Funding and resources: Collaborate to secure grant funding and other shared resource opportunities to support climate related projects and programs.

***Upon signature of an Interlocal Agreement between my city, other participating King County Cities, and King County, my city will participate and contribute to the King County-Cities Climate Collaboration by dedicating staff and a financial contribution.***



***Background document from the Summer 2012.  
All King County cities are welcome to join at any time.***

## **Pledge and Collaboration Objectives**

The Pledge is a partnership between the Cities of King County and King County itself to increase the effectiveness of local sustainability and climate change solutions by working together. The Collaboration aims to:

- Help develop regional emissions targets and track progress towards these goals
- Share local success stories and challenges
- Pursue and share grants, resources and group funding sources
- Provide coordinated outreach and messaging on climate change solutions
- Raise the profile of climate efforts of King County Cities and the County itself
- Coordinate City and County sustainability efforts through workshops, presentations and other efforts

## **How is this Different from Existing Efforts?**

The King County-Cities Climate Collaboration is the only collaborative climate effort focused solely on local King County-based efforts. Existing networks, such as ICLEI and the Mayor's Climate Protection Initiative, provide resources, camaraderie and political legitimacy, but their scope is on a much larger scale. The Collaboration is focused on the needs of local King County governments.

Collaboration can be an effective motivator for change: it can increase commitment; catalyze action; promote mutual learning through social networks; and strengthen local governments' ability to attract sustainable development investments from both the private sector and grantor agencies. Within the Collaboration, King County municipalities can work together on tangible projects and programs, standardize goals and measures for assessing progress, and share best practices and lessons learned. Collaboration through this effort is also a great way to achieve results with limited resources.

## **Why is this Important?**

To address climate change, action needs to be taken at all levels of government. Climate policy, projects and programs can be fragmented and inconsistent, and many of the tools needed to develop cohesive responses are lacking. Localities must overcome financial, technical, informational, capacity-related and institutional obstacles. Currently, local climate change action has achieved more success than national efforts, but there is a great need to further address sources of climate pollution. For significant emission reductions to occur, city and county governments need to work together.



## What will this Pledge funding do?

In support of this effort, King County has already pledged funding to expand the Sustainable Cities Roundtable to a monthly event, with every-other month focused on local and regional climate issues and initiatives. These roundtables are opportunities for sharing best practices, discussion, hearing from experts, workshops and brainstorming on specific projects.

When pledged city funding levels are sufficient, the Collaboration will hire full/partial staff support for Pledge priorities. In future years, the Collaboration may also host an annual symposium, or annual symposium session track addressing local climate solutions.

Cities that sign the pledge will also sign a Technical Service Agreement that includes a detailed Scope of Work for this effort. The Collaboration's Scope of Work will be voted on annually by participating Cities and King County and requires a majority vote by three quarters of participants. Contact either of the below representatives for more details.

### Show me the Money (Funding the Pledge)

It's a familiar story: the "green" program sounds nice but how will we pay for it? The King County-Cities Climate Collaboration Pledge includes annual fiscal commitments of its signatories, sometimes helping fund staff support that we perhaps can't afford in our own cities. While the pledge amount is relatively small, what if you already feel like you are scraping the bottom of the barrel for funds?

A recent ICLEI Fact Sheet<sup>1</sup> on sustainability program funding sources provides some ideas:

- Consider the General Fund. As this work assists the efforts of multiple departments, the Collaboration could be considered a general City benefit.
- Leftover federal Energy Efficiency and Conservation Block Grant (EECBG) or other stimulus-related funding. If grant expenditures weren't as high as predicted, they could be directed towards membership.
- Utilities budgets may sometimes provide membership funding. Greenhouse gases come from multiple sources such as landfills, streets and sewers. These departments may be good matches because of the strong nexus between climate pollution creation and mitigation.
  - For future years consider incorporating membership costs in solid waste or other utility fees.
- Some Cities institute cost-saving programs through energy efficiency retrofits and operational changes. If your city has or is considering such a program, consider

<sup>1</sup> For the full factsheet, see [www.icleiusa.org/library/documents/ICLEI\\_Sustainability\\_Funding\\_Fact\\_Sheet.pdf](http://www.icleiusa.org/library/documents/ICLEI_Sustainability_Funding_Fact_Sheet.pdf).



dedicating your savings towards a membership aimed at capitalizing on similar programs.

- o Environmental Education and Outreach budgets of various departments may also be a natural fit for budgeting the Climate Collaboration.

## Pledge Funding: Population Tiers

The Pledge tiers for Collaboration members are based on signatory cities' population sizes. The original tiers were derived by a sample budget to operate the Collaboration including staff needs, events funding, and expanding the Sustainable Cities Roundtable. Three variations of Pledge Tier levels were developed to meet the projected budget. The variations were evaluated by a steering committee based on their fairness to each city, what budgets could realistically incorporate, and what would be sustainable for annual pledging over time. The tiers selected actually were those least expensive for larger cities, and were agreed upon by a wide range of city types, including rural cities, cities of different sizes and different locations across King County.

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### For more information about this effort, contact:

Matt Kuharic, Senior Climate Change Specialist  
King County Dept of Natural Resources and Parks Director's Office  
(206) 477-4554 (office)  
[matt.kuharic@kingcounty.gov](mailto:matt.kuharic@kingcounty.gov)  
Web: <http://www.kingcounty.gov/climate>

Nicole Sanders, Associate Planner  
City of Snoqualmie Planning Department  
(425) 888-5337 x.1143  
[NSanders@ci.snoqualmie.wa.us](mailto:NSanders@ci.snoqualmie.wa.us)

## Exhibit A:

### Financial Contribution Matrix

<u>Population Categories</u>	<u>Jurisdiction</u>	<u>Population</u>
<b>Under 5,000</b>	<b>\$500</b>	<b>Level 1</b>
	Skykomish	198
	Beaux Arts Village	299
	Hunts Point	394
	Milton	831
	Yarrow Point	1001
	Carnation	1,786
	Medina	2,969
	Clyde Hill	2,984
	Algona	3,014
	Black Diamond	4,151
<b>5,000 - 19,999</b>	<b>\$700</b>	<b>Level 2</b>
	North Bend	5,731
	Normandy Park	6,335
	Pacific	6,514
	Duvall	6,695
	Newcastle	10,380
	Enumclaw	10,669
	Snoqualmie	10,670
	Woodinville	10,938
	Lake Forest Park	12,598
	Bothell	17,090
	Covington	17,575
	Tukwila	19,107

<u>Population Categories</u>	<u>Jurisdiction</u>	<u>Population</u>
<b>20-39,999</b>	<b>\$1,200</b>	<b>Level 3</b>
	Kenmore	20,460
	Maple Valley	22,684
	Mercer Island	22,699
	SeaTac	26,909
	Des Moines	29,673
	Issaquah	30,434
	Burien	33,313
<b>40- 65,000</b>	<b>\$2,000</b>	<b>Level 4</b>
	Sammamish	45,780
	Kirkland	48,787
	Shoreline	53,007
	Redmond	54,144
	Auburn	62,761
<b>Over 65,000</b>	<b>\$2,500</b>	<b>Level 5</b>
	Federal Way	89,306
	Renton	90,927
	Kent	92,411
	Bellevue	122,363
<b>Over 250,000</b>	<b>\$5,000</b>	<b>Level 6</b>
	Seattle	608,660
<b>King County</b>	<b>\$10,000</b>	<b>Level 7</b>

Note: Population data from the Puget

Sound Regional Council's download of 2010 census data

**From:** [Kuharic, Matt](#)  
**To:** [Kuharic, Matt](#)  
**Subject:** FW: Follow up from K4C Elected Official Working Summit  
**Date:** Saturday, March 01, 2014 12:10:43 PM  
**Attachments:** [image002.png](#)

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City staff and past/present/future partners,

Thank you for your support of the King County-Cities Climate Collaboration and the Elected Official Working Summit that was held two weeks ago. Below is an email that King County Executive Dow Constantine sent to Mayors of all King County Cities on Friday. Please let me know if you have any questions.

Sincerely,  
 Matt

--

**Matt Kuharic**  
**Senior Climate Change Specialist**  
**King County's Department of Natural Resources and Parks Director's Office**  
<http://www.kingcounty.gov/climate>  
 (206) 477-4554 (office)

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**From:** [kcexec@kingcounty.gov](mailto:kcexec@kingcounty.gov)  
**Sent:** Friday, February 28, 2014 4:24 PM  
**Subject:** Follow up from K4C Elected Official Working Summit



February 28, 2014

Dear Elected Officials and City Representatives:

Many of you joined me and Mercer Island Mayor Bruce Bassett for the *King County-Cities Climate Collaboration (K4C) Elected Official Working Summit* on February 13<sup>th</sup>. Thirteen cities representing roughly three-quarters of King County's population participated, and I hope that additional cities will join us as we take next steps.

John Cleveland, President of the Innovation Network for Communities and Executive Director of the Boston Green Ribbon Commission, shared how other local governments around the country are taking action to reduce greenhouse gas emissions 80 percent by 2050. He highlighted the value – and the opportunity – for local governments in King County to be a national model for harmonizing climate actions at a regional scale. We have a solid foundation for this collaborative work with the King County-Cities Climate Collaboration (K4C), which currently includes nine cities and the County.

With help from Climate Solutions' New Energy Cities Program, we saw how far federal and state laws such as federal vehicle efficiency standards and Washington State's Energy Code and Renewable Portfolio Standard will take us. We then walked through potential pathways that in combination can put us on track to close the remaining gap in making deep reductions in climate pollution.

I came away with a sense of optimism that with coordinated efforts by the County and cities, reducing emissions 80 percent below 2007 levels by 2050 is ambitious but achievable. The presentations also underscored the value of setting nearer-term, stair-stepped goals to help us get our arms around the challenge and map out necessary action. Presentations and a detailed overview of the event are available through [www.kingcounty.gov/climate/pledge](http://www.kingcounty.gov/climate/pledge).

I appreciated you sharing your reactions and insights during the summit. Here's what I heard:

- We're in this together; no single local government can tackle the climate change challenge.
- We'll accomplish more through shared goals, coordinated actions, and pooled resources than we will by acting independently.
- We need to draw the connection between transportation and land use decisions and our climate and environment.
- We seek to better understand how the puzzle pieces of climate action work together at many levels and across public and private sectors.
- We need to better understand and share what the County and each of our cities are already doing to address climate change, and hope that other cities will join us in this work.
- We can do a better job telling the story of climate impacts and local solutions in a way that will support further action by local governments, including upcoming work to update Comprehensive Plans.
- We have asked our staff to work together to flesh out a package of collective actions we can take to make progress.

I propose the following as next steps:

### **1. Setting Shared Goals**

In its recent work to update the Countywide Planning Policies, the Growth Management Planning Council (GMPC) recommended development of a countywide climate target that meets or exceeds the state target, along with a supporting measurement framework. The GMPC will introduce and consider a proposal at their May 21 meeting on a timeline to make decisions about related policies in July. The tools and strategies we develop together over the coming months through the work I propose below will inform and support the GMPC process.

If you have questions related to this effort, have your staff contact Karen Wolf, the lead for the GMPC's staff team, at [Karen.Wolf@kingcounty.gov](mailto:Karen.Wolf@kingcounty.gov).

### **2. Mapping Out Shared Actions**

The presentations we heard at the Summit showed us that getting to 80 percent reduction below 2007 by 2050 is possible. There is a menu of strategies – from building standards, to transit oriented development, to clean fuels – that we can package and carry out in phases to

get us on track. We also heard that strategies need to be tailored to the King County context.

We asked staff to develop a statement of principles and joint county-city commitments for our consideration.

To inform the target-setting process underway through the GMPC, I propose that we focus this work over the next three months so we can consider a recommended package of shared actions in May. If you do not already have city staff involved in the K4C but want to participate in drafting principles and potential commitments, please have your staff follow up with Matt Kuharic, King County Climate Change Program Coordinator at [Matt.Kuharic@kingcounty.gov](mailto:Matt.Kuharic@kingcounty.gov).

### 3. Pooling Resources

We have an existing framework for pooling resources to support climate action through the *King County-Cities Climate Collaboration (K4C)*, a partnership between the County and the cities of Shoreline, Snoqualmie, Tukwila, Redmond, Renton, Mercer Island, Seattle, Kirkland, and Issaquah. The K4C is partnering on climate change-related outreach, coordination, solutions, and resources. Focus areas include green building, renewable energy, climate messaging, and sustainable transportation.

I encourage all King County cities to join K4C. The required financial commitment is as little as \$500 annually for small cities, plus staff time. As we learned at the workshop, this collaboration of local governments to align climate actions at a regional scale represents groundbreaking leadership. As a next step, we will seek foundation funding to support and expand this work. If you are interested in joining the collaboration, please visit [www.kingcounty.gov/climate/pledge](http://www.kingcounty.gov/climate/pledge)

### 4. Telling Our Story

As discussed at the summit, King County will commit resources to produce a series of short videos to highlight climate impacts in King County, local governments' roles and action, and the challenge ahead. The videos will be broadcast on KCTV and will be available for broadcast by city cable stations and on the internet.

Growing transit service is a key regional climate strategy, and improving mobility is essential to the regional economy. Several Mayors pointed out that we could do more to highlight these connections. I will direct Metro Transit to develop outreach and messaging that better identifies public transit as a critical climate strategy, and I will ask for your support as we share these messages.

Several Mayors called for more information sharing and collaboration to highlight early successes in addressing climate change. We have several upcoming opportunities:

- *5th Anniversary of the Sustainable Cities Roundtables*: I invite you and your city to participate in the 5<sup>th</sup> anniversary of the Sustainable Cities Roundtables with a two-part morning event highlighting its accomplishments, and looking to its future. I will be participating and will be joined by an all-star lineup including local elected officials, *Time* Magazine's 'Hero of the Planet' Denis Hayes, and Island Press author, Tim Beatley. The event is March 13 from 8 a.m. to Noon at the Bullitt Center in Seattle. [Visit the event webpage](#) to learn more.

- *2014 GoGreen Conference:* King County is the title sponsor of the [2014 GoGreen Conference](#) on April 30 at the Washington State Convention Center in Seattle. GoGreen is *The Sustainability Conference for Business and Government*. We will offer complimentary tickets for all King County Mayors and up to two staff members per city. I strongly encourage you to attend. For King County cities interested in showcasing their cities' climate efforts and resources, we can host a limited number in the networking and display area at the event. To RSVP to attend or host a table, please have your staff contact Glynnis Vaughan at [Glynnis.Vaughan@kingcounty.gov](mailto:Glynnis.Vaughan@kingcounty.gov) by March 14.
- *Infographic:* Another outreach resource is the King County's [Confronting Climate Change](#) infographic prepared by County staff to support my February 10 State of the County speech. It has been well received as an informational tool for graphically illustrating climate change impacts and strategies.
- *Sharing at Our Next Meeting:* As part of the proposed May reconvening (see below), I hope cities will join me in hosting tables with materials and optional posters to informally discuss their cities' work on climate with their elected colleagues before the meeting start and during the break.

## 5. Reconvening in May

I propose we reconvene in May (*date and location TBD*) for a second Working Summit. The focus of the meeting will be to review and discuss the in-progress work to map out a package of principles and joint county-city commitments that would help achieve local and state GHG emissions reduction targets. I hope that we can work towards a formal decision about these commitments soon after this second summit, and potentially announce a shared vision in June.

I look forward to continuing our work to develop and implement a shared vision responding to the climate change challenge.

If you have any general questions about this effort, please have your staff follow up with Megan Smith, my Environmental Policy Advisor, at [Megan.Smith@kingcounty.gov](mailto:Megan.Smith@kingcounty.gov).

Sincerely,

Dow Constantine  
King County Executive

---

# Background - Developing a Regional Greenhouse Gas Emissions Reduction Target & Measurement Framework

By

**Staff of the King County-Cities Climate Collaboration (K4C)**

Collaboration Members: Redmond, Renton, Kirkland, Snoqualmie, Shoreline, Tukwila, Mercer Island, Issaquah, Seattle and King County

Special thanks to Bellevue staff for their informal contributions

---

**Draft of June 2013**

*Edited - February 5, 2014*

**DISCLAIMERS:**

This document was prepared during early summer 2013. Since then, additional climate policies have been adopted as climate related efforts across the region and country ramp up.

This document was prepared by K4C staff. It does not represent formal positions of participating cities, King County or of the Growth Management Planning Council's (GMPC) Interjurisdictional Staff Team (IJT).

The GMPC's IJT has indicated that it plans to bring GHG target and measurement related policy recommendations to the GMPC in May 2014, for consideration and potential action later during the summer of 2014.

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# Developing a Regional Greenhouse Gas Emissions Reduction Target & Measurement Framework

## Introduction

The King County-Cities Climate Collaboration presents this paper to support the Growth Management Planning Council (GMPC) and the GMPC Interjurisdictional staff team's work related to Countywide Planning Policies EN-17 and EN-18 – which direct the GMPC to develop a regional greenhouse gas (GHG) emissions reduction target and supporting measurement framework.

1. **Background Materials**
  - A. Existing Countywide Planning Policies
  - B. Existing state, county and city greenhouse gas reduction goals, targets and requirements
  - C. Scientific background and the rationale for a target of 80% emissions reduction below the 2007 level by 2050
  - D. GHG measurement framework details
2. **Solutions Menu** – While providing recommended actions is not the focus of this memo, example projects, programs, decisions, and policies to illustrate how cities might achieve climate targets are provided

## Background Materials

### Countywide Planning Policies

Two policies within the Environment section of the Countywide Planning Policies direct the GMPC to establish a regional GHG emissions reduction target and measurement framework:

**EN-17:** Establish a countywide greenhouse gas reduction target that meets or exceeds the statewide reduction requirement that is stated as the 2050 goal of a 50 % reduction below 1990 levels.

**EN-18:** Establish a greenhouse gas emissions inventory and measurement framework for use by all King County jurisdictions to efficiently and effectively measure progress toward countywide targets established pursuant to policy EN-17.

## Existing Greenhouse Gas Emissions Reduction Goals, Targets and Requirements

### WASHINGTON STATE LEGISLATIVE AUTHORITY

Executive Order 07-02<sup>1</sup> and E2SHB 2815<sup>2</sup> established the Washington State GHG reduction requirements (RCW 70.235.020<sup>3</sup>) as follows:

- Limit emissions to 1990 levels by 2020
- Limit emissions to 25% below 1990 levels by 2035
- Limit emissions to 50% below 1990 levels by 2050

### WASHINGTON STATE GHG EMISSIONS STATUS

In 2008, total Washington State GHG emissions were 101.5 MMTCO<sub>2</sub>e, down 2.4% from 104.0 MMTCO<sub>2</sub>e in 2007, but up approximately 8.8% between 1990 and 2008.<sup>4</sup>

### KING COUNTY AUTHORITY

King County's community level target is to reduce countywide GHG emissions by at least 80 % below 2007 levels by 2050. This policy is one of two overarching GHG emissions reduction targets established in King County's 2012 Strategic Climate Action Plan<sup>5</sup> (SCAP). The 2012 King County Comprehensive Plan<sup>6</sup> reflects Countywide Planning Policies, the commitment to at minimum achieve the statewide requirement, but to also work towards establishing more ambitious targets consistent with the County's own 80% below 2007 reduction target.

#### *2012 King County Strategic Climate Action Plan*

Communitywide target: King County shall partner with its residents, businesses, local governments and other partners to reduce countywide greenhouse-gas emissions by at least 80 percent below 2007 levels by 2050.

#### *2012 King County Comprehensive Plan*

Policy E-210: King County shall collaborate with its cities, and other partners, to meet or exceed the statewide greenhouse gas emissions reduction requirement of 50 percent below 1990 levels by 2050.

Policy E-211: King County shall collaborate with its cities and other partners to develop near term targets to achieve greenhouse gas emission reductions throughout the region to 80 percent below 2007 levels by 2050.

### KING COUNTY GHG EMISSIONS STATUS<sup>7</sup>

The *2010 Update of Core Greenhouse Gas Emissions in King County*<sup>8</sup> (published August 2012) as well as the most recent comprehensive assessment of community level emissions – *Greenhouse Gas Emission in King County*<sup>9</sup> (published February 2012) – both document that total GHG emissions in King County continue to rise. The geographic based inventory details a total rise in community level GHG emissions of 5% between 2003 and 2008 (from 22.4 million metric tons of carbon dioxide equivalent (MMTCO<sub>2</sub>e) in 2003 to 23.4 MMTCO<sub>2</sub>e in 2008), while core

emissions (related to on road transportation, residential and commercial buildings, and waste) rose approximately 3% over that time period. Between 2008 and 2010 core emissions increased an additional 1.3%.

However, data from these assessments also indicate that GHG emissions per person are on the decline; core emissions have decreased about 5% per person between 2003 and 2010 with the decrease accelerating slightly between 2008 and 2010 approaching an about 1% decrease per person per year. Significant declines in per-person vehicle travel and slight declines in building energy use mostly explain these decreases.

The *GHG Emissions in King County* inventory also went beyond King County's borders and tallied the emissions caused by goods and services that were produced somewhere else – somewhere outside King County – and consumed within King County. This study documents that the emissions produced by goods and services manufactured around the globe and consumed locally more than double King County's emissions footprint.

#### COMPARISON OF WASHINGTON STATE AND KING COUNTY TARGETS

When comparing Washington State and King County, the King County policy of achieving a reduction of 80% below 2007 levels is significantly more ambitious than Washington State's adopted requirement of achieving a reduction of 50% below 1990 levels. However, it is important to note that Washington State's target is a "requirement" vs. King County's "target."

**Washington Target:** Washington State's 1990 emissions were 92.90 MMtCO<sub>2e</sub>, 50% of which would be 46.45 MMtCO<sub>2e</sub>.

**King County Target:** Washington State's 2007 emissions were 104 MMtCO<sub>2e</sub>. Achieving the 80% target would require a reduction to 20.80 MMtCO<sub>2e</sub>.

Hence, if the King County's target were applied statewide, then statewide emissions would need to be reduced by nearly two times more than what the State's reduction target calls for—by 83.2 MMtCO<sub>2e</sub>, as opposed to 46.45 MMtCO<sub>2e</sub>.

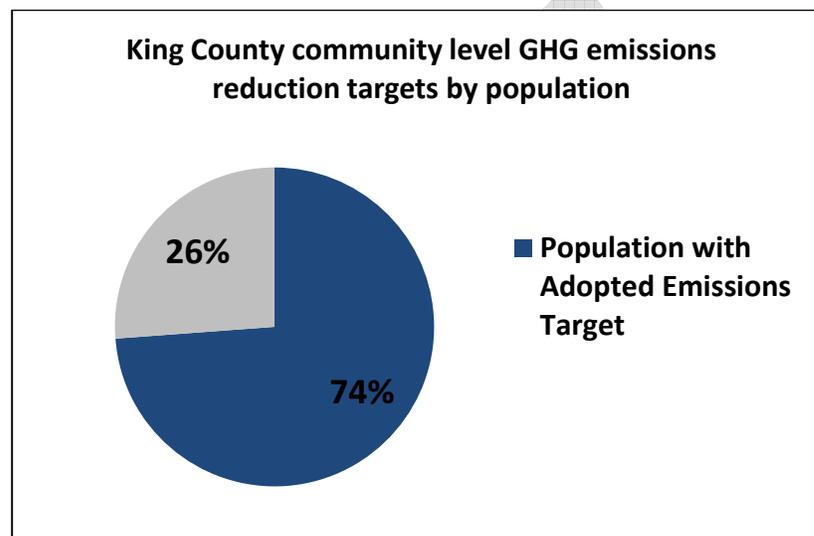
Put another way, King County's reduction of 80% below 2007 levels if applied statewide would require a reduction in statewide emissions to 77.6% below 1990 levels, whereas to match the State's goal of 50% below 1990 levels, King County would only have to set a goal of 55.3% below 2007 levels.

While many efforts are focused on action that helps reduce GHG emissions, neither Washington State nor King County have attributed GHG reduction responsibilities to localities.

Washington State and King County are both measuring progress relevant to these goals through methodologies that are similar but not identical.

### KING COUNTY CITIES' COMMUNITY LEVEL GHG REDUCTION TARGETS

The pie chart graphic below shows that nearly three-quarters of King County's population lives in jurisdictions where the direct local government has a community level GHG emissions reduction target. For the purposes of this exercise, King County's countywide targets are only ascribed to unincorporated areas.



- **17 of 39 King County cities** have adopted the U.S. Mayor's Climate Protection Agreement 2012 GHG emissions targets (which includes a short-term goal of 7% below 1990 levels by 2012). Some city targets diverge from this goal, but all cite this Agreement as influencing their targets.
  1. Auburn (partially in King County)
  2. Bellevue
  3. Burien
  4. Carnation
  5. Clyde Hill
  6. Issaquah
  7. Kirkland
  8. Lake Forest Park
  9. Pacific (partially in King County)
  10. Redmond
  11. Renton
  12. Sammamish
  13. Seattle
  14. Shoreline
  15. Snoqualmie
  16. Tukwila
  17. Yarrow Point
- **Kirkland<sup>10</sup>** has targets of 10% below 2005 levels by 2010, 20% below 2005 by 2020, and 80% below 2005 by 2050.
- **Issaquah<sup>11</sup>** has a target of 80% below 2007 levels by 2050.
- **Mercer Island<sup>12</sup>** has a target of 80% below 2007 levels by 2050.

- **Seattle**<sup>13</sup> has adopted carbon neutrality as its community level target<sup>14</sup> (2008 baseline<sup>15</sup>);
- **Shoreline**<sup>16</sup> has a target to reduce emissions by at least 25% below 2007 levels by 2020, 50% by 2030, and 80% by 2050.
- **Bellevue** passed Resolution 7517 in 2007 which adopted the goal of reducing emissions by 7% below 1990 levels by 2012, or a projected emissions reduction of 629,921 tons.<sup>17</sup>
- Some cities in King County have integrated GHG emission reduction policies into their comprehensive plans without specific targets.

**OTHER STATE AND CITY GHG REDUCTION TARGETS**

Multiple other U.S. states<sup>18</sup> have targets significantly stronger than Washington State’s requirement (and in cases stronger than King County’s target).

- **Oregon:** 75% below 1990 levels by 2050
- **California:** 80% below 1990 levels by 2050
- **CO, NM, MN, MI, FL, NY, CT** all have set stronger goals than Washington

The chart below shows examples of reduction targets in other cities in Washington State. The King County-Cities Climate Collaboration reviewed other county and city targets in addition to these noted in this section, but chose not to include them all. 17 Washington State cities outside of King County have signed the US Mayors Climate Protection Agreement; below are example targets with some associated background.

**Additional Examples of Washington State Cities’ Reduction Targets**

City	Reduction Target	Justification
<b>Anacortes</b> <sup>19</sup>	Anacortes proposed to reduce emissions by 15% by 2020 for community and government; not adopted	Small Community, based on other local cities committing to 10% to 20% reduction targets
<b>Bellingham</b> <sup>20</sup>	<i>Municipal:</i> Reduce emissions by 64% of 2000 levels by 2012 and by 70% by 2020. <i>Community:</i> Reductions of 7% below 2000 levels by 2012 and 28% from 2000 levels by 2020	Environmental Resource Staff based the target upon IPCC data stating that reductions 70-80% below 1990 levels are needed to stabilize climate change
<b>Coupeville</b> <sup>21</sup>	Reduce emissions by 20% below 2000 levels by 2020	
<b>Edmonds</b> <sup>22</sup>	1990 by 2020; 25% below 1990 by 2035; 50% below 1990 levels by 2050	US Mayors Agreement/Kyoto Protocol
<b>La Conner</b> <sup>23</sup>	A 20% reduction below 2005 levels (5,925 tons of eCO2) by 2020 recommended; not officially adopted.	See GHG inventory.

## GOVERNMENT OPERATIONS GOALS, TARGETS, AND REQUIREMENTS

### *Washington State*

Washington State's "State Agency Climate Leadership Act"<sup>24</sup> sets goals for state agencies and operations targets that are "consistent with," but different than, statewide requirements:

- 15% below 2005 levels by 2020
- 36% below 2005 by 2035
- 57.5% below 2005 by 2050

These targets applies to 140 state agencies including all administrative, legislative, judicial and elected offices, boards and commissions, community and technical colleges, and universities. All agencies had to report 2005, 2008 and 2009 emissions with no minimum thresholds and no defined protocols, although the Department of Ecology developed a tool to support many agency calculations. Universities used other methods. Total reported State Agency GHG emissions **increased 3.8% from 2005 to 2009.**<sup>25</sup>

### *King County*

The 2012 King County Comprehensive Plan set a long term 80% below 2007 GHG emissions reduction target for government operations, and also directed the development of near-term targets to help achieve the long term goal. The 2012 King County Strategic Climate Action Plan set these near term targets in a stair stepped approach towards the long term goal:

#### **2012 King County Comprehensive Plan**

**E-206** King County shall reduce total greenhouse gas emissions from government operations, compared to a 2007 baseline by at least 80% by 2050.

**E-207** King County shall develop near-term reduction targets of greenhouse gas emissions emanating from its government operations to help achieve the 2050 goal.

#### **2012 King County Strategic Climate Action Plan**

*County operations target:* King County shall reduce total greenhouse-gas emissions from government operations, compared to a 2007 baseline, by at least 15 percent by 2015, 25 percent by 2020, and 50 percent by 2030.

The scope covers "all emissions" from government operations but is not further defined. Between 2007 and 2011, King County government operations' energy-related GHG emissions from increased by roughly 1%. However, emissions from non-transit sources such as buildings decreased by 4% since 2007.<sup>26</sup> King County Metro estimates that there is a net benefit from the transit system as a result of emissions avoided by providing transit service (through transportation mode shift, congestion relief and land use benefits).

### *City Operational Targets*

**Seattle:** The City of Seattle has set a goal to reduce emissions from operations by 30% below 2008 levels (72,600 MTCO<sub>2e</sub>) by 2020<sup>27</sup>.

**Mercer Island:** Mercer Island set an interim goal to reduce operational emissions by 5% below 2007 level by 2012<sup>28</sup>.

**Shoreline:** Set a target to achieve zero net greenhouse gas emissions from government operations by 2030<sup>29</sup>.

### *British Columbia - Provincial Government*

Beginning in 2010, the B.C. provincial government and all related public sector organizations (including school districts, post-secondary, health authorities, crown corporations and core B.C. government)<sup>30</sup> **were required to and achieved carbon neutrality** per requirements of the Greenhouse Gas Reduction Targets Act<sup>31</sup> and subsequent Carbon Neutral Government Regulation.<sup>32</sup> The scope of emissions covered includes: energy use in buildings, fuel use in fleets (except for public transit), travel-related sources and emissions related to paper use.

The Pacific Carbon Trust<sup>33</sup> is a provincial Crown corporation set up by the British Columbia government to acquire credible **greenhouse gas (GHG) offsets** on its behalf and helped government achieve its target of a carbon-neutral public sector by 2010. Offsets represent emission reductions or removals through projects such as renewable energy generation, energy efficiency initiatives or tree planting (price is \$25 Canadian/metric ton).

### *British Columbia - Local Governments*

*Most B.C. local governments have made the **voluntary but incentivized** commitment to become carbon neutral by 2012; 180 out of 188 municipalities have signed the B.C. Climate Action Charter<sup>34</sup> and related commitments. Municipalities that make this commitment have 100% of their carbon taxes refunded in a no-strings-attached grant (see more via in the BC Climate Action Toolkit)<sup>35</sup>. The scope of the included emissions<sup>36</sup> is relatively narrow: key included sources are emissions from energy in buildings and fuel for fleets; excluded sources include courthouses, landfills, staff commuting and travel construction, etc. The general method is to reduce emissions and then offset emissions, using the Pacific Carbon Trust.*

## **Scientific Background**

### **WHAT IS THE DERIVATION OF THE 2°C/80% EMISSIONS REDUCTION RATIONALE?**

The 80% GHG emissions reduction target is based on the consensus developed over the last decade that to avoid the most devastating impacts of climate change, global temperature increases should be limited to no more than ~2°C since the beginning of the 20th century.

The best available science as outlined by the Intergovernmental Panel on Climate Change, and as committed to in the United Nations Copenhagen Accord (2009), as well as by many countries at the Cancun United Nations Framework Convention on Climate Change (2010), indicates that to achieve this goal, concentrations of atmospheric carbon dioxide would need to be stabilized at roughly 450-475 ppm, which would require a global reduction in emissions of roughly 80% by 2050 (different regions have adopted a diversity of targets and baseline years largely consistent with an 80% reduction but that would benefit from consolidation and coordination).

As a part of global GHG emissions, the sources from King County and its cities, local residents, businesses and others are relatively small. However achieving an 80% GHG emissions reduction target would mean that the region would be doing its part and in doing could set an example that might help lead to larger-scale progress.

### WHAT ARE THE IMPACTS OF A 2°C WARMING?

Limiting warming to a 2°C global increase will still result in serious impacts as the following examples show:

#### *Examples of Global Impacts*<sup>37</sup>

- 400-800% increase in the area burned by wildfire in parts of the western U.S.
- 10-30% reduction in the yields of crops as currently grown
- 10-20% changes in precipitation across many regions
- 6-24% increase in hurricane destructive power
- Rising sea levels and increasingly acidic marine waters

#### *Examples of Local Impacts*<sup>38</sup>

- 44% decline in spring snowpack across Washington State
- 14-29% increase in the magnitude (i.e. amount of precipitation) of 24 hour storm events in the Seattle-Tacoma area<sup>39</sup>
- More extreme river flooding. At a temperature increase of roughly 3°C, the 100-year flood event for the Green River near Auburn could increase in magnitude up to 76% - with a similar range of increased flooding projected for the Snohomish River

### HOW MUCH OF WARMING IS “LOCKED IN” FROM RECENT EMISSIONS

The best estimate is that 1,000 gigatonnes (equivalent to 10<sup>12</sup> tonnes or 1,000,000 MMTCO<sub>2</sub>e) of human emitted carbon emissions would lead to about a 1.75°C increase in global average temperature.<sup>40</sup> Cumulative human carbon emissions by 2010 were about 500 gigatonnes. The climate system takes time to come to an energy balance, and it is estimated that equilibrium warming is about twice as large as initial, transient warming. This means that even if atmospheric greenhouse gas concentrations are immediately stabilized, we could expect additional, significant warming as climate system feedbacks occur. For example warming will result in less snow and ice cover, likely leading to additional warming.

Averaged over all land and ocean surfaces, global temperatures have warmed roughly 0.8°C above pre-industrial levels<sup>41</sup> and additional warming of roughly this magnitude would occur even if concentrations were immediately stabilized.

### RECENT TRENDS IN GLOBAL GHG EMISSIONS

In May of 2013, CO<sub>2</sub> concentrations as measured at Mauna Loa, Hawaii, reach average daily levels above 400 ppm<sup>42</sup>, a symbolic milestone. This high a concentration has not been measured on Earth in at least three million years. Global carbon-dioxide (CO<sub>2</sub>) emissions from

fossil-fuel combustion reached a record annual high of 31.6 gigatonnes (Gt) in 2011, according to preliminary estimates from the International Energy Agency (IEA).<sup>43</sup> In 2010, U.S. GHG emissions totaled 6.82 gigatonnes. Over the last few years, U.S. emissions have been about 20% of the global totals. U.S. emissions rose by 3.2% from 2009 to 2010. Since 1990, U.S. GHG have increased by 10.5%<sup>44</sup>.

In King County, GHG emissions from local sources increased 5% between 2003 and 2008 even though per-person emissions decreased slightly during this time – a period of significant economic growth – largely due to reduced driving and an increase in fuel efficiency of vehicles. However, emissions associated with local consumption by residents, governments, and businesses, including from the production of goods, food, and services from outside the County, were more than twice as high as emissions inside the County's borders.

More recently, core emissions in King County (emissions from on road transportation, commercial and residential buildings and waste) have continued to rise slightly, increasing 1.3% from 16.4 MMTCO<sub>2e</sub> in 2008 to 16.6 MMTCO<sub>2e</sub> in 2010, maintaining approximately the same rate of growth as between 2003 and 2008. However, these gains were less than the rate of population growth (2.9%), meaning that core emissions per person continued to decline. Per-person emissions declined from 9.0 MTCO<sub>2e</sub> per resident in 2003 to 8.7 MTCO<sub>2e</sub> in 2008 (a 0.6% average decline per year) to 8.6 MTCO<sub>2e</sub> in 2010 (a 0.8% average decline per year).

#### ADDITIONAL CONSIDERATIONS

It is important to note that as global emissions have continued to rise, the 80% reduction target may not be enough to avoid a greater than 2°C warming. Further, many in the climate field argue that industrialized countries and affluent regions should reduce emissions by more than 80% since they are most responsible for GHG emissions in the atmosphere now. No consensus has been achieved as it relates to countries' global reduction responsibilities.

Emissions-reduction goals will continue to evolve based on global GHG emissions trends and as policymakers wrestle with what might be considered an "acceptable level" of climate change impacts to the environment, economy, and human health.

#### GHG Measurement Framework

At a community level, King County is committed to frequent updates of core emissions as well as more comprehensive periodic GHG emissions inventories. Historically, there have been no widely adopted community level emissions reduction protocols (i.e., standards for how to count GHG emissions and related reduction opportunities).

However, in October 2012 a new ICLEI led community level protocol was published<sup>45</sup>. This protocol is largely consistent with King County's historic inventories and could be a good model for King County and its cities. *The Climate Registry* also has a strong government operations-focused protocol that is becoming widely adopted.<sup>46</sup>

## Solutions Menu

### *City Policies*

In August 2012, the King County-Cities Climate Collaboration sent out 32 emails to city staffers in King County, asked respondents to report on Comprehensive Plan policies related to global warming and climate change. Examples of policies highlighted by various cities are provided:

**Carnation, LU6.7:** Promote land use decisions that will reduce the production of greenhouse gases by reducing vehicular miles traveled, retaining and expanding tree canopy, and reducing energy use.

**Federal Way, TP67:** Promote the creation and use of a regional transit system that provides a cost effective alternative mode of travel to the single occupant auto, and assists the region in attaining air quality standards...

**Issaquah, Objective L-8:** The City shall identify and develop targets, strategies, regulations and policies to limit the community's impact upon climate change such as through development and redevelopment requirements, improved efficiency, carbon sequestration and other climate solutions.

**Issaquah, L-8.3:** Carbon Footprint Development: The City should complete carbon footprint studies for the community and develop and track progress towards emissions reduction targets.

**Kirkland, CAP Communication Goal (2):** Encourage residents, businesses and institutions to reduce greenhouse gas emissions and provide tools to help them attain reductions in their daily lives.

**Redmond, NE-113c:** Include analysis of climate change impacts when conducting environmental review under the State Environmental Policy Act (SEPA).

**Redmond, NE-113f:** Identify and address the impacts of climate change on the City's hydrological systems.

**Renton, EN-48:** Actively participate in state and regional efforts to control the atmospheric pollutants responsible for global climate change.

**Shoreline, NE37.** Advocate for expansion of mass transit and encourage car-sharing, cycling, and walking to reduce greenhouse gas emissions, and as an alternative to dependence on automobiles.

**Shoreline, NE39.** Support and implement the Mayor’s Climate Protection Agreement, climate pledges and commitments undertaken by the City, and other multi-jurisdictional efforts to reduce greenhouse gases, address climate change, sea-level rise, ocean acidification, and other impacts of changing of global conditions.

**Shoreline, NE43.** Promote community awareness, responsibility, and participation in sustainability efforts through public outreach programs and other opportunities for change. Serve as catalyst and facilitator for partnerships to leverage change in the broader community.

**Snoqualmie, 5.G.2.4:** Demonstrate applications of energy efficiency and renewable energy use in municipal buildings.

**Snoqualmie, 5.G.2.6:** Operate and maintain the City’s vehicle fleet to improve fuel efficiency and reduce costs. Consider vehicles that use alternative fuel sources for greater energy efficiency and lower pollution.

**Yarrow Point, Greenhouse Gas Emission Reduction Policy:** Manage Street Lighting needs by applying lighting standards and using lamps that will assure safe and effective illumination at minim cost and energy use.

**Yarrow Point, Greenhouse Gas Emission Reduction Policy:** Encourage ride-sharing, vanpooling and the use of flex-time by employees.

**An additional resource** is the CAPCOA report, *Model Policies for Greenhouse Gases in General Plans*<sup>47</sup>. Although developed for California, many policies are applicable in Washington:

“The report also provides a worksheet for evaluation of policies for local use, including consideration of specific local factors and criteria...(with) links to examples of plans that have incorporated the model policy, or a similar policy, to provide more in-depth understanding of what has been done, under what circumstances, and how.”

#### CAPCOA Model Policies

The report offers model language in nine major categories:

- GHG reduction planning
- Transportation
- Land use and urban design
- Energy efficiency
- Conservation & open space
- Education
- Waste reduction and diversion
- Municipal Operations
- Alternative energy

## Appendix: Example Programs and Projects

### Programs and Projects

Common Climate Action Plan Strategies: A selection of strategies commonly found in municipal Climate Action Plans.

Notes: How these strategies worked in other jurisdictions, and the costs or environmental benefits associated with the strategy.

<b>Common Climate Action Plan Actions</b>	<b>Notes</b>
Purchase Green Electricity	Purchasing green power supports the creation of alternative energies, and significantly reduces the carbon footprint of the purchaser. Utility providers like Puget Sound Energy offer a green electricity option through their Green Power Program. It costs an additional \$0.0125 per kWh, or can be purchased in blocks of 160 kWh for \$2. If the City of Redmond were to purchase 100% green energy, this would equate to a 13% increase in the rate it pays for electricity (14million kWh, ~\$175,000). This price can be offset by energy efficiency gains in buildings, street lights, and water delivery. Even purchasing 20% of energy from green power sources would have a significant impact on GHG reductions.
Set aggressive community wide recycling and composting goals	Every 1 ton of waste that is sent to the landfill translates to roughly 2.97 metric tons of CO2 produced. By setting aggressive recycling goals for the city, significant carbon savings can be achieved. If a city with 50,000 residents increased their recycling rate by 1%, it would save 813 tons of CO2 every year, or the equivalent of powering 92 homes for a year. (Using average waste of 3 pounds/person/day)
Encourage and incentivize green building development	The local government can play a role in educating and encouraging developers to build green buildings. Incentives for green buildings can be monetary, like feebates, tax incentives, grants and fee waivers or reductions. A city could encourage green development with non-monetary incentives abbreviated permitting timelines, development bonuses such as increased density or reduced parking, publicity and awards or free technical assistance. These incentives programs can be successfully implemented, even if funding is minimal. Seattle currently has 33 million square feet of LEED certified green buildings, which saves on average 24% energy over the energy code.

<p>Participate in Bike to Work Month</p>	<p>The Puget Sound Bike to Work event started in 1973, with Cascade Bicycle Club taking over and promoting, instead, Bike to Work Day as a commute challenge event. In 2009, 15 City employees from the City of Kirkland participated in the Bike to Work Month Commute Challenge in May, reducing over 1,500 miles of driving. About 1 lb of CO<sub>2</sub>e is eliminated for every mile biked according to the Cascade Bicycle Club. Cities can promote the event among municipal employees, among their business community, or in neighborhood and urban centers.</p>
<p>Implement a "Safe Routes" Project that encourages walking and biking around schools.</p>	<p>In 1968, 48% of children between 5 and 14 years old walked or biked to school. Today, that number has dropped to 13%. Preliminary results from Washington SRTS projects show an almost 40 % increase in the number of children walking and bicycling to school. At a school with 100 students, if 18% of the student body walked or biked to school (assuming they live 1 mile from school, 18% is 40% increase over national average), it would save 6,052 pounds of CO<sub>2</sub> a year. Significant reduction in local air pollution, traffic congestion, and GHG emissions would also be achieved.</p>
<p>Purchase fuel efficient, alternative fuel and/or smaller fleet vehicles</p>	<p>If a government agency were to replace the traditional fleet vehicles with a hybrid or electric car, they could achieve economic savings and reduce GHG emissions. Replacing 3 traditional fleet vehicles with 3 hybrid cars would save a government agency \$37,500 over the life of the vehicle, and reduce CO<sub>2</sub> emissions by 102 metric tons (assume 10 years). A hybrid car purchased today would save \$6,250 in fuel costs over a traditional vehicle in 5 years. An electric car, \$8,500. Annual fuel costs would be \$1,050 and \$600 respectively.</p>
<p>Install and encourage the use of green and reflective roofs in development projects.</p>	<p>Green roofs can reduce the heating and cooling cost of a building, reduce the urban heat island effect, and provide carbon sequestration and stormwater treatment. According to EPA, about \$40 billion is spent annually in the US to air condition buildings — one-sixth of all electricity generated in a year. Reflective roof products reduce the annual energy consumption by up to 65%. Green roofs can save between 15 and 45% in annual energy costs. Researchers estimate that a 1,000-square foot green roof is roughly equivalent to the annual emissions of 15 passenger cars.</p>
<p>Pass a Energy Star equipment replacement policy for internal operations</p>	<p>Since 2006 &amp; 2008 the City of Kirkland has replaced its Desktop Personal Computers and CRT (Cathode-Ray Tube) monitors, with ENERGY STAR and LCD monitors respectively. ENERGY STAR PCs use about 15% of the energy of their counterparts, while LCDs use 30% less power than CRTs. The replacement of 453 Personal Computers has net an annual reduction of 22,876 kWh annually, the equivalent of 110 tons of CO<sub>2</sub>e.</p>
<p>Maintain healthy urban forests and street trees</p>	<p>1 street tree can reduce up to 48 pounds of CO<sub>2</sub> every year. Urban forest carbon sequestration is only a fraction (4.4 %) of the amount of carbon stored in rural forests. Although this number may seem low, urban trees have a greater per-tree effect on reducing greenhouse gas concentrations than trees in rural forests. This is due to the secondary effects that urban trees have on reducing energy use, by helping reduce the impact of urban heat island. The shade from a single well-placed mature tree reduces annual air conditioning use two to eight % (often in the range of 40-300 kWh)</p>

<p>Encourage or Require large commercial property owners to report on energy consumption</p>	<p>The Energy Benchmarking and Reporting Program in Seattle (Ordinance <a href="#">123226</a> and <a href="#">123993</a>) requires non-residential and multifamily building owners in Seattle to conduct annual energy performance tracking through the <a href="#">U.S. EPA's Portfolio Manager</a>, a free and secure online tool. The program assists implement Washington State Law (RCW 19.27A.170), wherein building owners and operators must disclose benchmarking data and ratings to potential buyers, renters or lenders for buildings greater than ten thousand sq ft. The state law only applies to state and nonresidential buildings. Portland Mayor Sam Adams recently challenged commercial property owners to join in the <a href="#">The Kilowatt Crackdown</a>, a friendly competition to cut energy use, using cost savings and public praise as incentives. The program helps participants benchmark energy use, and learn how to trim energy use while cutting costs.</p>
<p>Construction and demolition recycling program</p>	<p>8,000 pounds of waste are typically thrown into the landfill during the construction of a 2,000 square foot home. In Seattle and King County, construction and demolition debris make up about 30 % of the yearly waste stream at 400,000 tons. King County assumes that a commercial development project with 600 tons of waste could save over \$40,000 by recycling materials instead of paying for their disposal at landfills.</p>
<p>Develop bicycle infrastructure such as cycle tracks, dedicated bicycle lanes, greenways</p>	<p>A short, four-mile round trip by bicycle keeps about 15 pounds of pollutants out of the air we breathe. Higher levels of bicycle infrastructure are positively and significantly correlated with higher rates of bicycle commuting. Portland, Oregon expanded their bicycle network by 166 miles over 15 years, which correlates with a 5-fold increase in the number of bicyclists. These mode shifts have contributed to a 12.5% reduction in per capita carbon emissions and is estimated to yield carbon savings worth between \$28 and \$70 million annually.</p>
<p>Installation of Energy Efficient Street Lights</p>	<p>Street lighting is often one of the largest items of a local government energy budget. If a city were to replace 100 traditional street lights with 100 LED lights, they would save more than 50% on their energy bill, saving approximately \$6,300 annually in energy costs alone. There are additional savings with reduced maintenance and replacement of LED street lights as they last 5 times as long as the traditional bulb. These bulbs will also reduce carbon emissions associated with lighting by 80%.</p>
<p>District Energy or Combined Heat &amp; Power Developments</p>	<p>District Energy systems provide heating and cooling to a large number of buildings in the "district". This method has a relatively small environmental footprint compared to traditional heating and cooling methods. Municipal governments can support infrastructure development for these systems. Seattle Steam's District Energy system has the capacity to cut their carbon footprint in half (and that of its customers) by reducing CO<sub>2</sub>e emissions by about 45,000 tons annually. This is the same as eliminating the CO<sub>2</sub>e emissions from the annual energy use of over 3,700 homes.</p>

<sup>1</sup> Office of the Governor, Executive Order, Christine Gregoire, "Climate Change Challenge", [www.governor.wa.gov/execorders/eo\\_07-02.pdf](http://www.governor.wa.gov/execorders/eo_07-02.pdf), signed September 7, 2010.

<sup>2</sup> Washington State Legislature, HB 2815 – 2007-08: "Regarding greenhouse gases emissions and providing for green collar jobs," [apps.leg.wa.gov/billinfo/summary.aspx?bill=2815&year=2008](http://apps.leg.wa.gov/billinfo/summary.aspx?bill=2815&year=2008), accessed November 7, 2012.

- <sup>3</sup> Washington State Legislature, RCW 70.235.020: “Greenhouse gas emissions reductions – Reporting requirements,” [apps.leg.wa.gov/RCW/default.aspx?cite=70.235.020](http://apps.leg.wa.gov/RCW/default.aspx?cite=70.235.020), accessed November 7, 2012.
- <sup>4</sup> Sandlin, Gail, “Washington State Greenhouse Gas Emissions Inventory 1990-2008”, December 2010, Washington State Department of Ecology, Air Quality Program, [fortress.wa.gov/ecy/publications/publications/1002046.pdf](http://fortress.wa.gov/ecy/publications/publications/1002046.pdf), accessed November 7, 2012.
- <sup>5</sup> King County, “2012 Strategic Climate Action Plan,” June 2012, [your.kingcounty.gov/dnrp/climate/documents/2012\\_King\\_County\\_Strategic\\_Climate\\_Action\\_Plan.pdf](http://your.kingcounty.gov/dnrp/climate/documents/2012_King_County_Strategic_Climate_Action_Plan.pdf), accessed November 7, 2012.
- <sup>6</sup> King County 2012 Comprehensive Plan: <http://www.kingcounty.gov/property/permits/codes/growth/CompPlan/2012Adopted.aspx>
- <sup>7</sup> Greenhouse Gas Emissions in King County: <http://www.kingcounty.gov/environment/climate/climate-change-resources/emissions-inventories.aspx>
- <sup>8</sup> <http://www.kingcounty.gov/environment/climate/climate-change-resources/emissions-inventories.aspx>
- <sup>9</sup> <http://www.kingcounty.gov/environment/climate/climate-change-resources/emissions-inventories.aspx>
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- <sup>13</sup> City of Seattle, “Carbon Neutrality”, [www.seattle.gov/council/issues/carbon\\_neutrality.htm](http://www.seattle.gov/council/issues/carbon_neutrality.htm), accessed November 7, 2012.
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- <sup>15</sup> Seattle has set diverse preliminary sector targets (adopted by Resolution 31312).
- <sup>16</sup> Shoreline’s Climate Action Plan: <http://www.cityofshoreline.com/home/showdocument?id=14091>
- <sup>17</sup> City of Bellevue Resolution 7517, [http://www.ci.bellevue.wa.us/Resolutions/Res\\_7517.pdf](http://www.ci.bellevue.wa.us/Resolutions/Res_7517.pdf)
- <sup>18</sup> Center for Climate and Energy Solutions, “Greenhouse Gas Emissions Targets”, [www.pewclimate.org/what\\_s\\_being\\_done/in\\_the\\_states/emissionstargets\\_map.cfm](http://www.pewclimate.org/what_s_being_done/in_the_states/emissionstargets_map.cfm), accessed November 7, 2012.
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- <sup>21</sup> Town of Coupeville, “Carbon Footprint,” <http://www.townofcoupeville.org/sustainability/carbonfootprint.htm>, accessed November 7, 2012.
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- <sup>27</sup> [http://www.seattle.gov/environment/green\\_govt.htm](http://www.seattle.gov/environment/green_govt.htm)
- <sup>28</sup> Mercer Island City Council Meeting Agenda: <http://pubdocs.mercergov.org/meetings/cache/108/ji4vge555q0vtp45jszibc45/41238202252014035933518.PDF>
- <sup>29</sup> Shoreline’s Climate Action Plan: <http://www.cityofshoreline.com/home/showdocument?id=14091>
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- <sup>34</sup> LiveSmart BC, “Climate Action Charter,” [www.livesmartbc.ca/community/charter.html](http://www.livesmartbc.ca/community/charter.html), accessed November 7, 2012.
- <sup>35</sup> BV Climate Action Toolkit, “Funding for Local Government Climate Action Initiatives,” [www.toolkit.bc.ca](http://www.toolkit.bc.ca), accessed November 7, 2012.
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- <sup>39</sup> For a ~1-2°C warming scenario. Note that there is more uncertainty with this impact compared to others.
- <sup>40</sup> The National Academy of Sciences, “Warming World: Impacts by Degree,” 2011, [dels.nas.edu/materials/booklets/warming-world](http://dels.nas.edu/materials/booklets/warming-world), accessed November 7, 2012.
- <sup>41</sup> [http://climatechange.worldbank.org/sites/default/files/Turn\\_Down\\_the\\_Heat\\_Executive\\_Summary\\_English.pdf](http://climatechange.worldbank.org/sites/default/files/Turn_Down_the_Heat_Executive_Summary_English.pdf)
- <sup>42</sup> [http://www.nytimes.com/2013/05/11/science/earth/carbon-dioxide-level-passes-long-feared-milestone.html?pagewanted=all&\\_r=0](http://www.nytimes.com/2013/05/11/science/earth/carbon-dioxide-level-passes-long-feared-milestone.html?pagewanted=all&_r=0)
- <sup>43</sup> <http://www.iea.org/newsroomandevents/news/2012/may/name,27216.en.html>
- <sup>44</sup> <http://www.epa.gov/climatechange/ghgemissions/usinventoryreport.html>
- <sup>45</sup> ICLEI – Local Governments for Sustainability, “Community Greenhouse Gas Emissions Inventory Protocol” <http://www.icleiusa.org/tools/ghg-protocol/community-protocol>
- <sup>46</sup> Climate Registry, “Local Government Operations Protocol,” adopted January 27, 2010, [www.theclimateregistry.org/resources/protocols/local-government-operations-protocol](http://www.theclimateregistry.org/resources/protocols/local-government-operations-protocol), accessed November 7, 2012.
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## What Will It Take? King County Energy Map and Carbon Wedge Analysis February 13, 2014



### King County's Community Level Greenhouse Gas (GHG) Reduction Goal: *80 percent below 2007 levels by 2050*



- Avoid most devastating impacts of climate change (2°C limit)
- Five cities have adopted goals of 80x2050 or carbon neutrality
- 19 of 39 King County cities adopted U.S. Mayors' GHG red. targets
- King County's Growth Management Planning Council process will develop shared regional and near-term targets

*40% reduction by 2030 can be used as a "stair step" approach toward the 2050 goal*

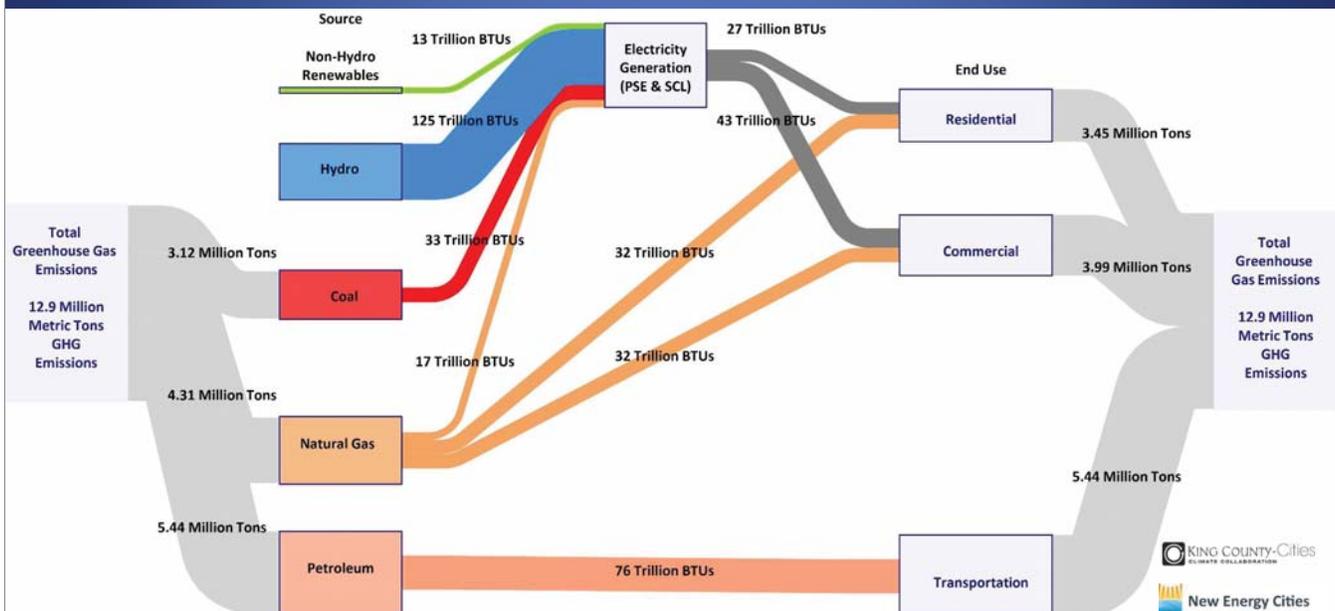
# Key Data Sources for Energy Map & Carbon Wedge Analysis

Category	Measure/Assumption	Sources
Transportation	Vehicle miles traveled	Puget Sound Regional Council, King County
Commercial*	Electricity and natural gas consumption	Seattle City Light, Puget Sound Energy
Residential	Electricity and natural gas consumption	Seattle City Light, Puget Sound Energy
Population growth	Projected population growth	State Office of Financial Management, King County

\*Including industrial energy consumption



## 2012 King County Energy & Carbon Map



*Cities account for ~90% of King County's total electricity & natural gas use*

# Utility Fuel Mix (2012)

## Seattle City Light

Source	Percentage
Hydropower	90%
Nuclear	4.4%
Wind	3.9%
Coal	0.76%
Landfill	0.50%
Biomass	0.32%
Natural Gas	0.30%

Cogeneration and solar were each less than 0.1% of City Light's fuel mix in 2012.

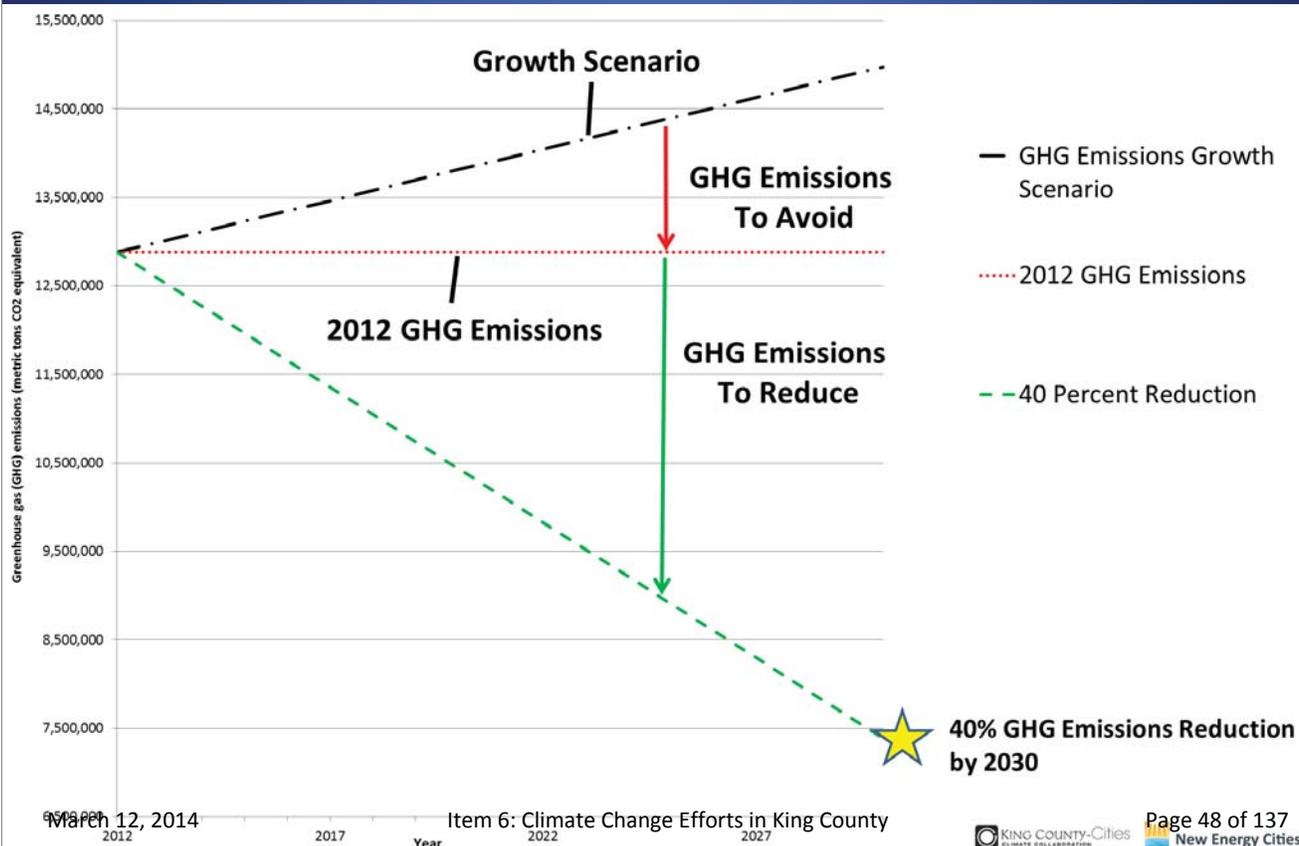
## Puget Sound Energy

Source	Percentage
Hydropower	42%
Coal	30%
Natural Gas	16%
Wind	8.4%
Cogeneration	2.1%
Nuclear	1.3%
Waste	0.24%
Biomass	0.23%
Petroleum	0.18%

Solar was less than 0.1% of Puget Sound Energy's fuel mix in 2012.



# Potential GHG Growth v. 40x2030 Reduction



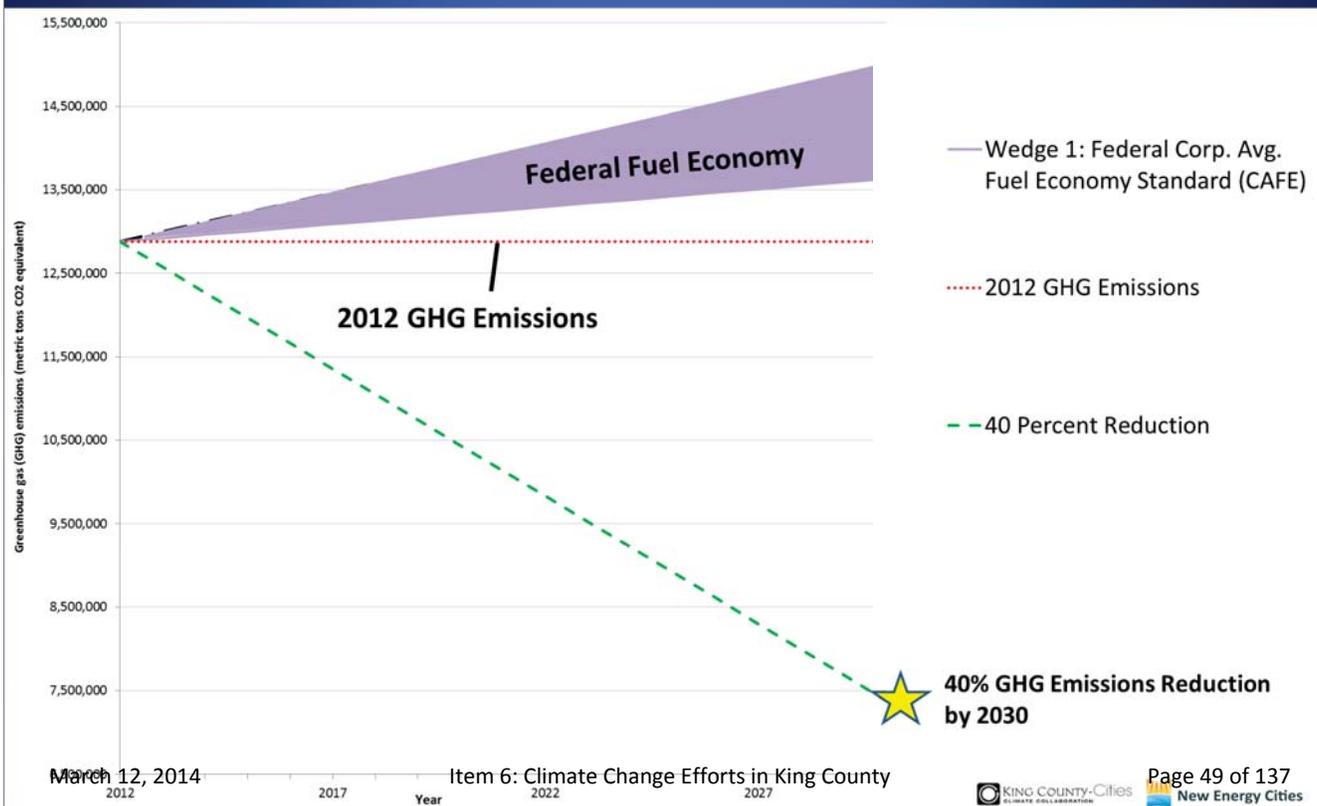
# 40 Percent Reduction by 2030: What Will It Take?

*First we estimated the greenhouse gas (GHG) emission reduction due to three existing federal & state laws*

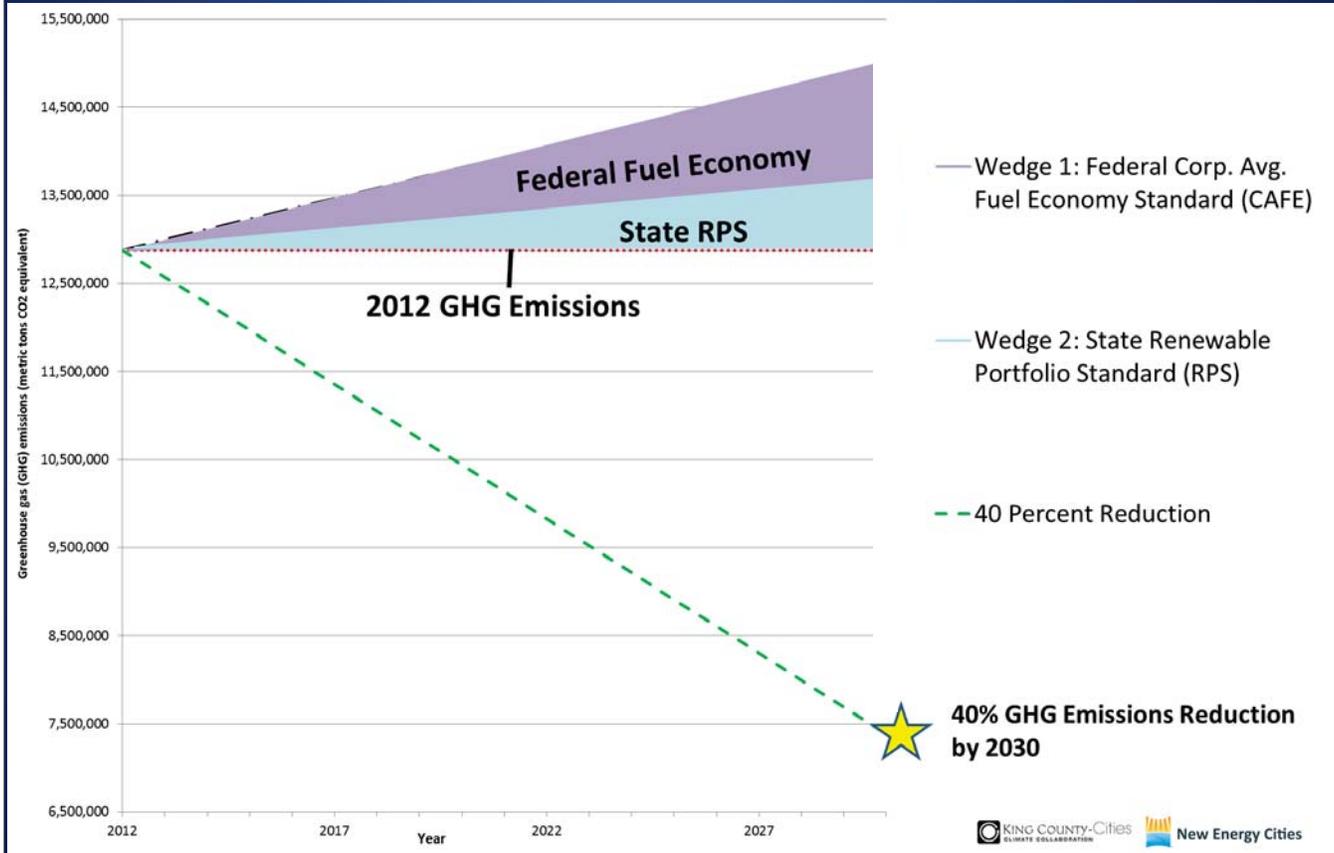
Level	Sector	Law or Policy	What the Law or Policy Requires
Federal	Transportation	Corporate Average Fuel Economy Standard	Analysis assumes 2030 avg. fuel economy of 27.3 miles per gallon
State	Energy supply	Renewable Portfolio Standard	At least 15 percent of total fuel mix must come from renewable energy by 2020
State	Energy consumption	Washington State Energy Code	New buildings constructed in 2031 must use 70 percent less energy than new buildings constructed in 2006



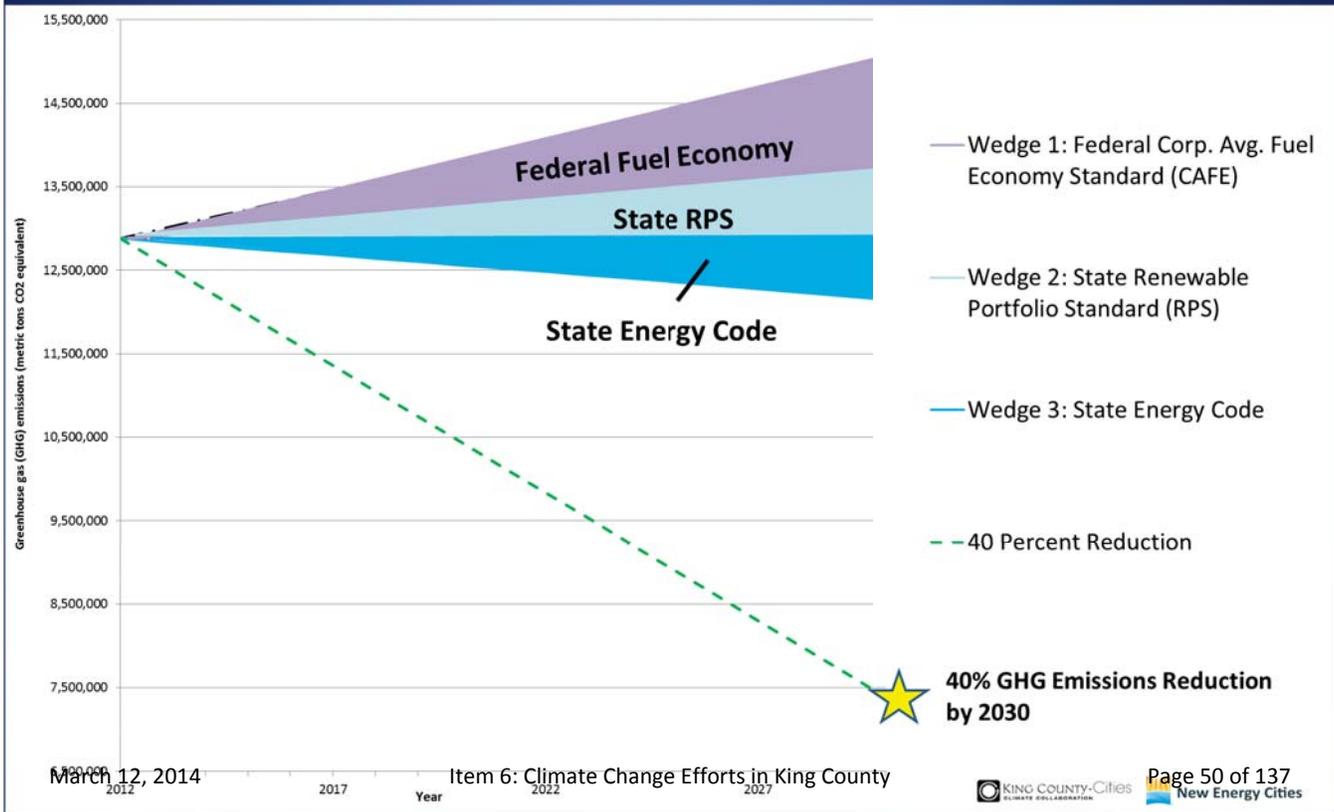
## Reduction Due to Federal Vehicle Fuel Economy (CAFE) Standard



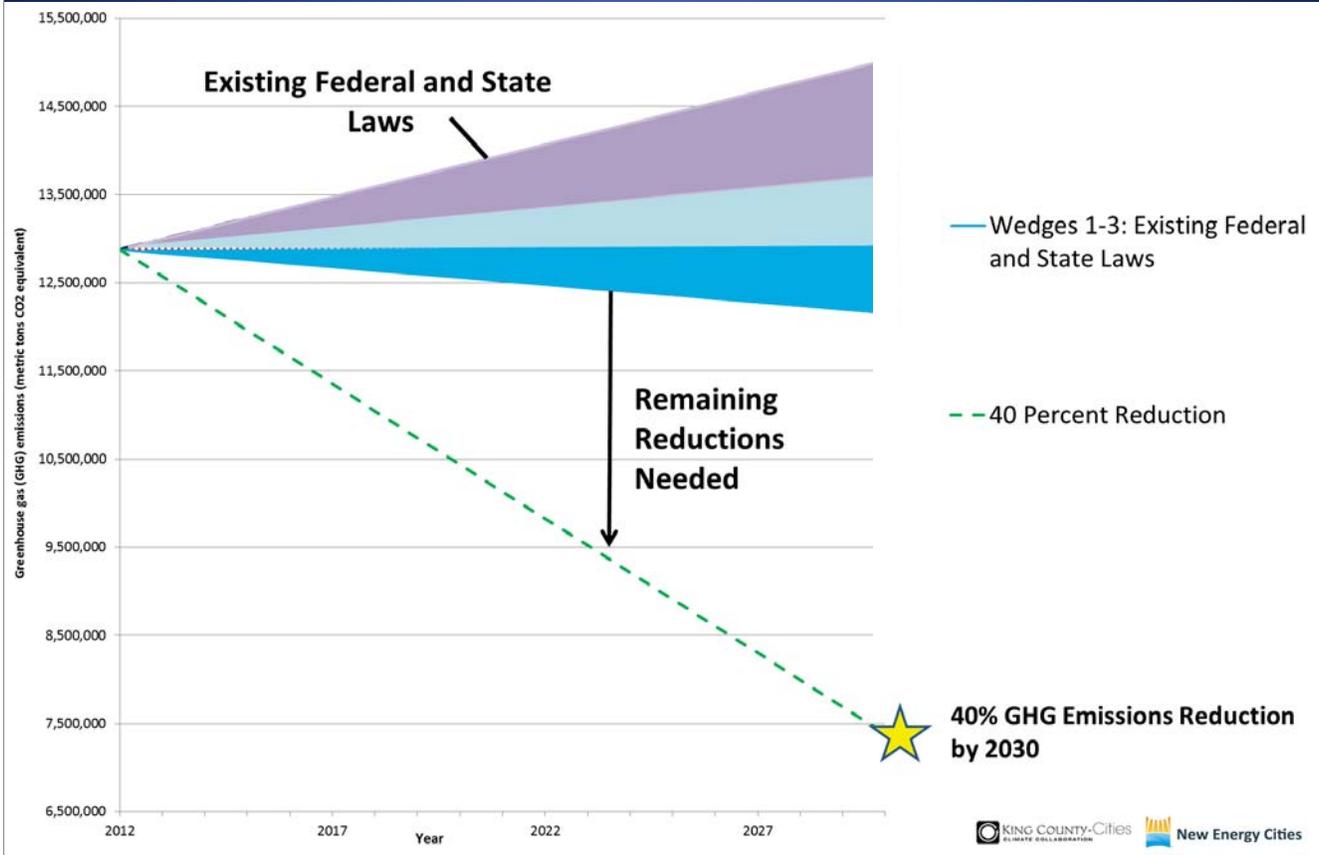
# Reduction Due to State Renewable Energy Law



# Reduction Due to State Energy Code



# Reduction Due to Existing Fed. & State Laws

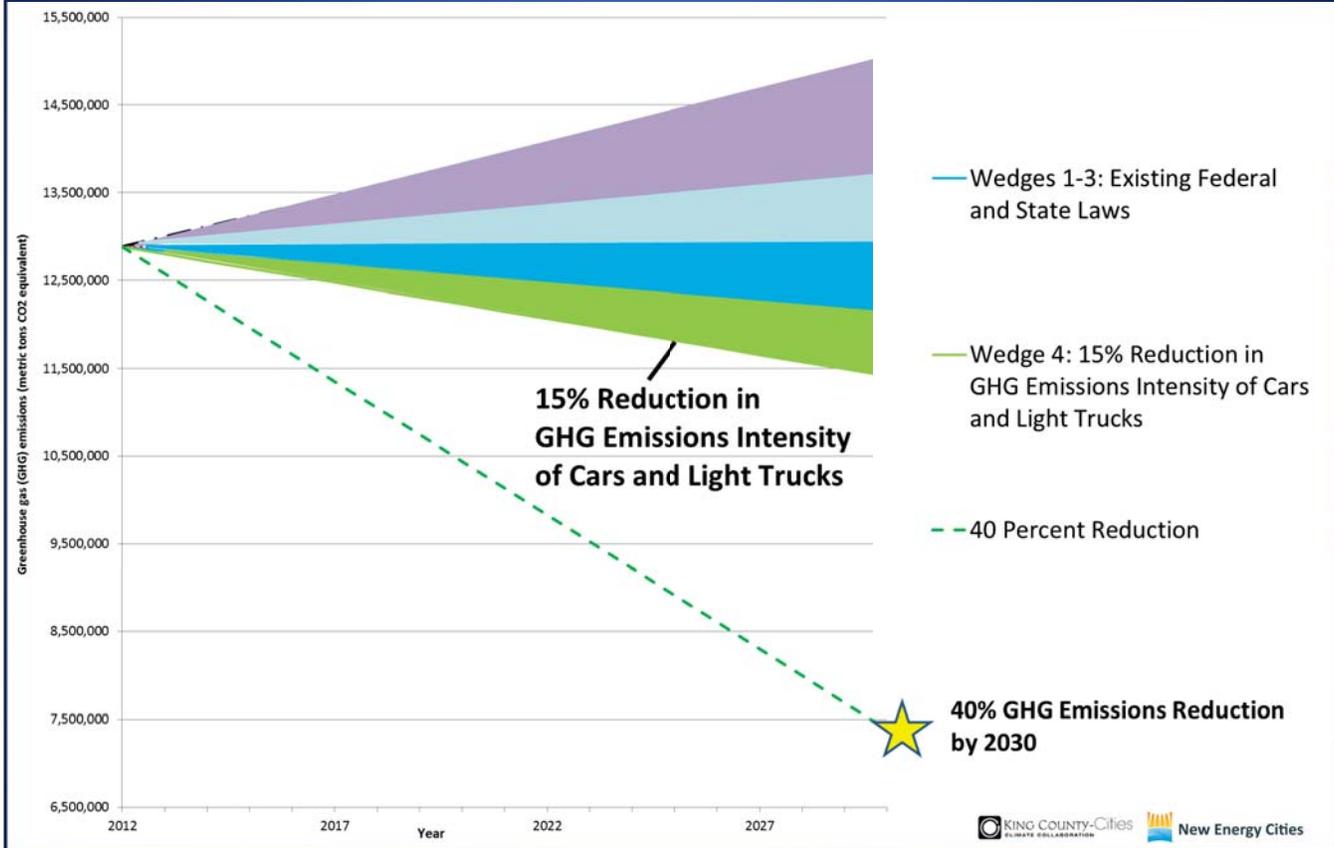


## What Will It Take? (Part 2)

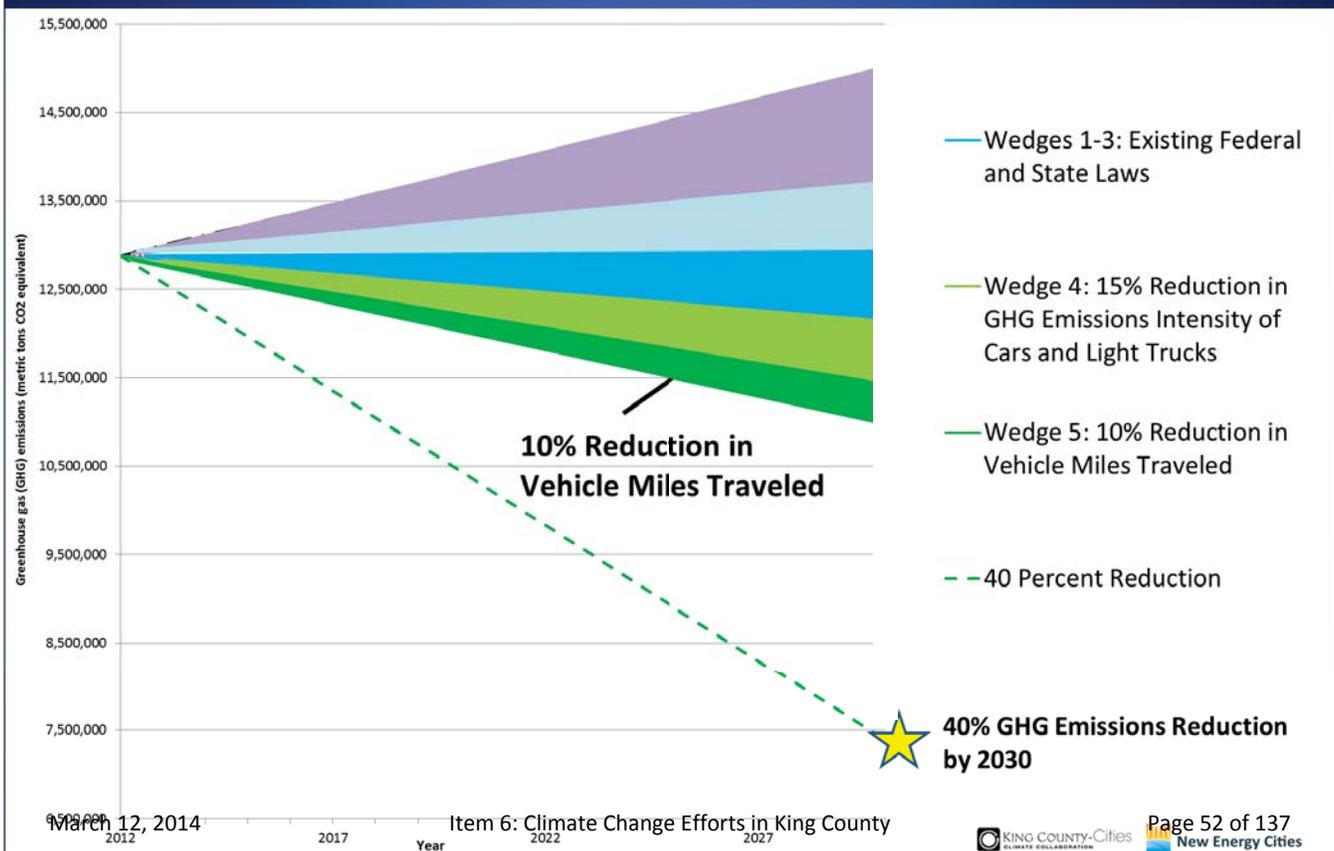
*We then estimated the GHG emission reduction associated with strategies in three areas, consistent with national best practices*

Category	80x2050 Pathways	Potential Pathways for King County Cities
Transportation	<ul style="list-style-type: none"> <li>25% reduction in transportation GHG emissions overall</li> <li>25-38% percent reduction in emissions per VMT by 2030</li> <li>Annual net decreases in VMT</li> </ul>	<ul style="list-style-type: none"> <li>15% reduction in vehicle GHG emissions intensity by 2030 (less ambitious than 80x50 pathway)</li> <li>10% reduction in vehicle miles traveled by 2030 (less than State of WA policy goal)</li> </ul>
Energy efficiency	<ul style="list-style-type: none"> <li>Net zero emissions in new buildings by 2030</li> <li>15-25% emissions reduction in existing buildings by 2030</li> </ul>	<ul style="list-style-type: none"> <li>Net zero emissions in new buildings by 2030 (per city code authority)</li> <li>25% reduction in energy use from existing buildings by 2030 (incl. natural gas consumption for heating)</li> </ul>
Renewable energy	<ul style="list-style-type: none"> <li>Electricity and heating supply is 80-90% renewable energy</li> </ul>	<ul style="list-style-type: none"> <li>90% renewable energy use countywide (incl. hydro) &amp; no coal in electricity by 2030</li> </ul>

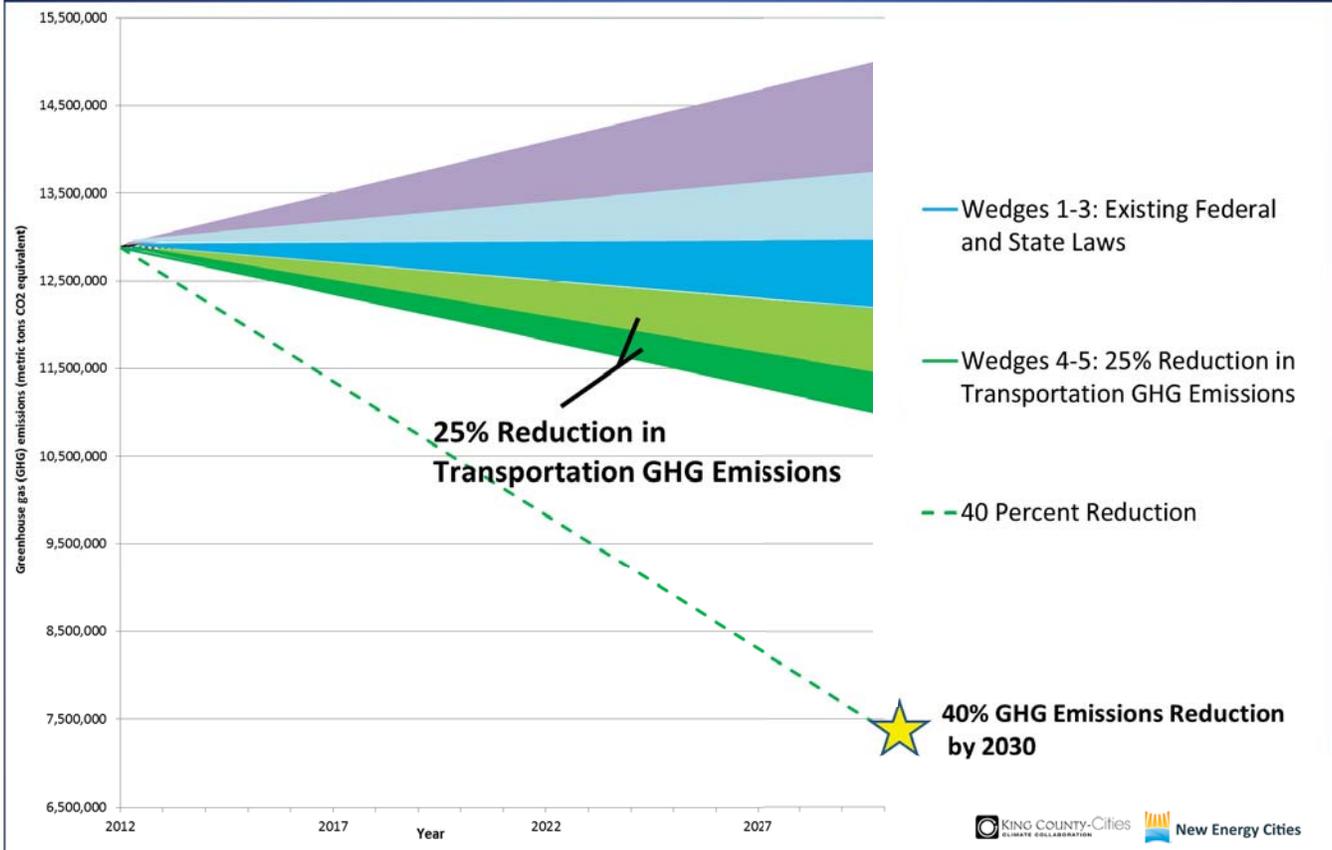
# 15% Red. in Vehicle Emissions Intensity



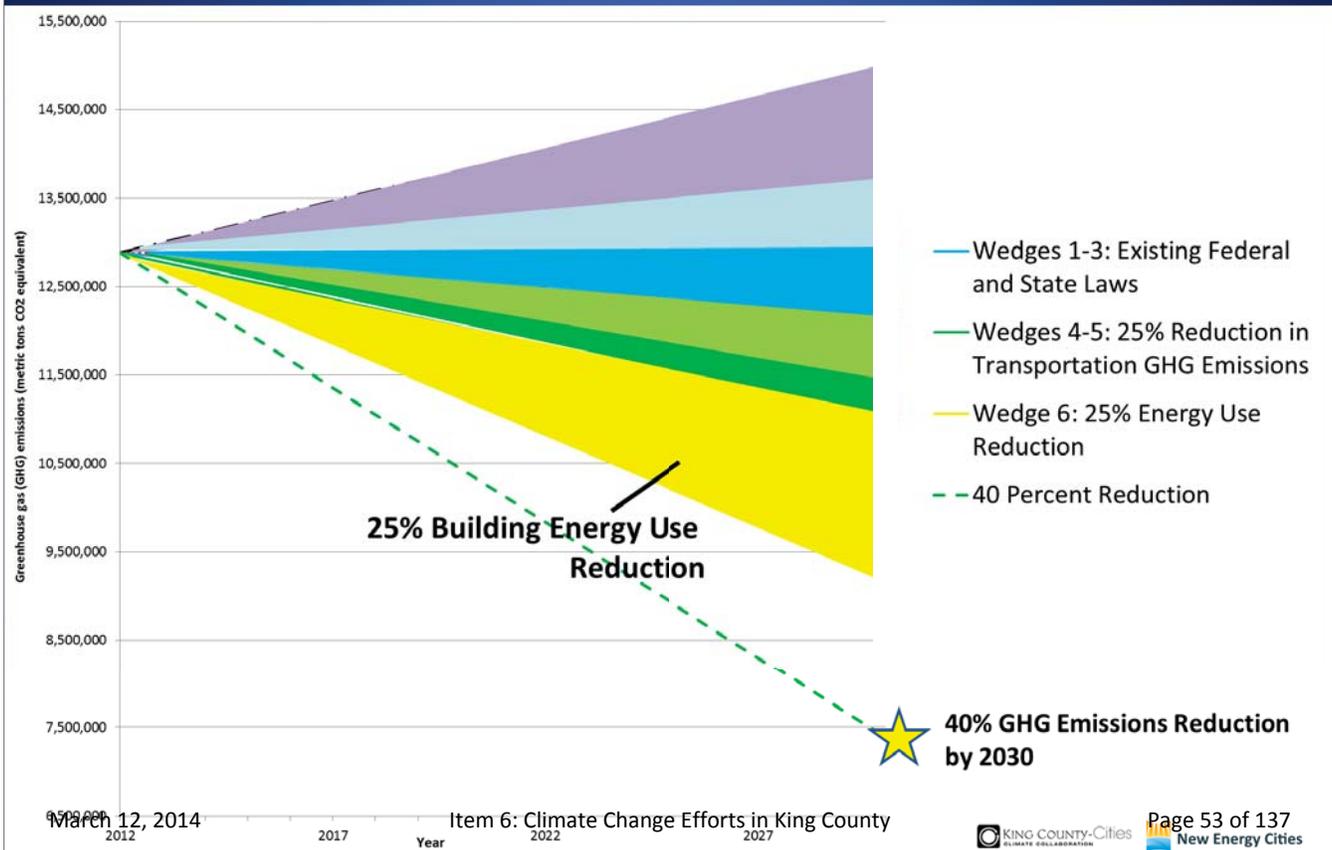
# 10% Reduction in Vehicle Miles Traveled



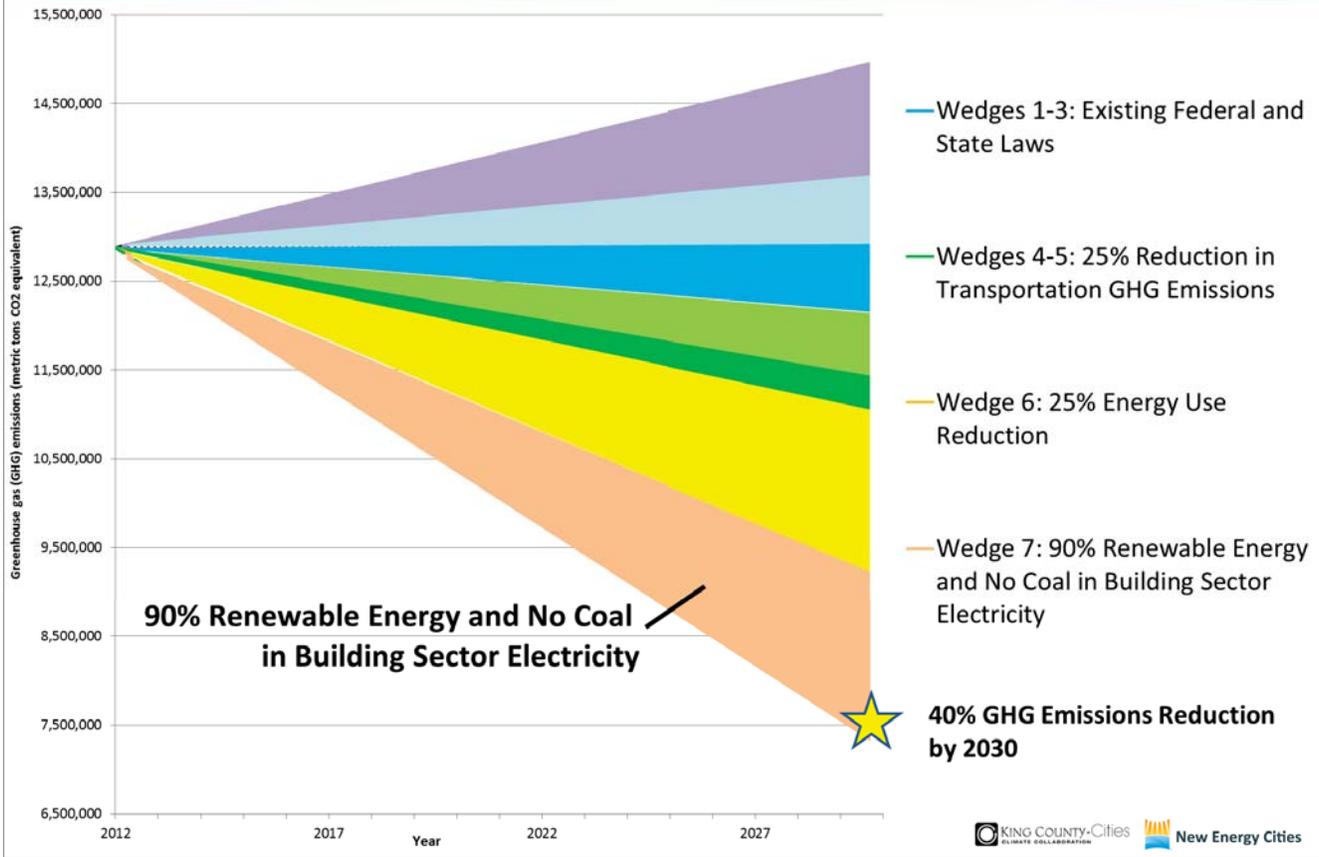
# Combined: 25% Red. in Transportation GHG



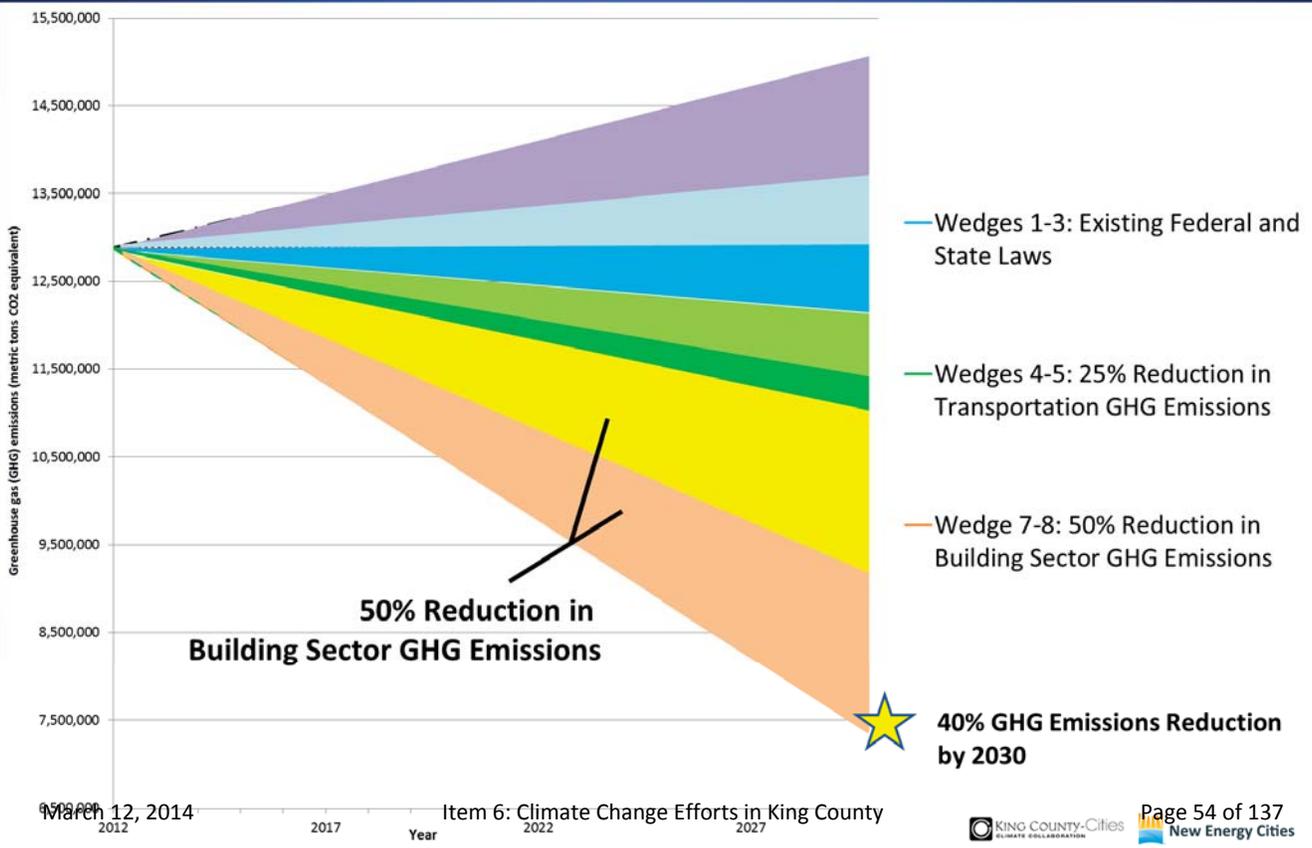
# 25% Building Energy Use Reduction



# 90% Renewable Energy Use and No Coal



# Combined: 50% Red. in Building Sector GHG



## Pathways to 40x30: Sample County-City Reduction Strategies



### Federal and State Action

#### *Pathway: Support federal & state action to reduce GHG emissions*

- Support implementation of Washington State Energy Code and Renewable Portfolio Standard
- Support adoption of proposed statewide clean fuel standard

### Transportation and Land Use

#### *Pathway: At least 25% reduction in transportation GHG emissions*

- Secure funding to sustain and expand transit in King County, with goal of doubling public transit service by 2040
- Build on existing partnerships to expand use of low/zero-emission vehicles



## Pathways to 40x30: Sample County-City Reduction Strategies



### Energy Sources

#### *Pathway: 90% renewable energy and no coal in electricity*

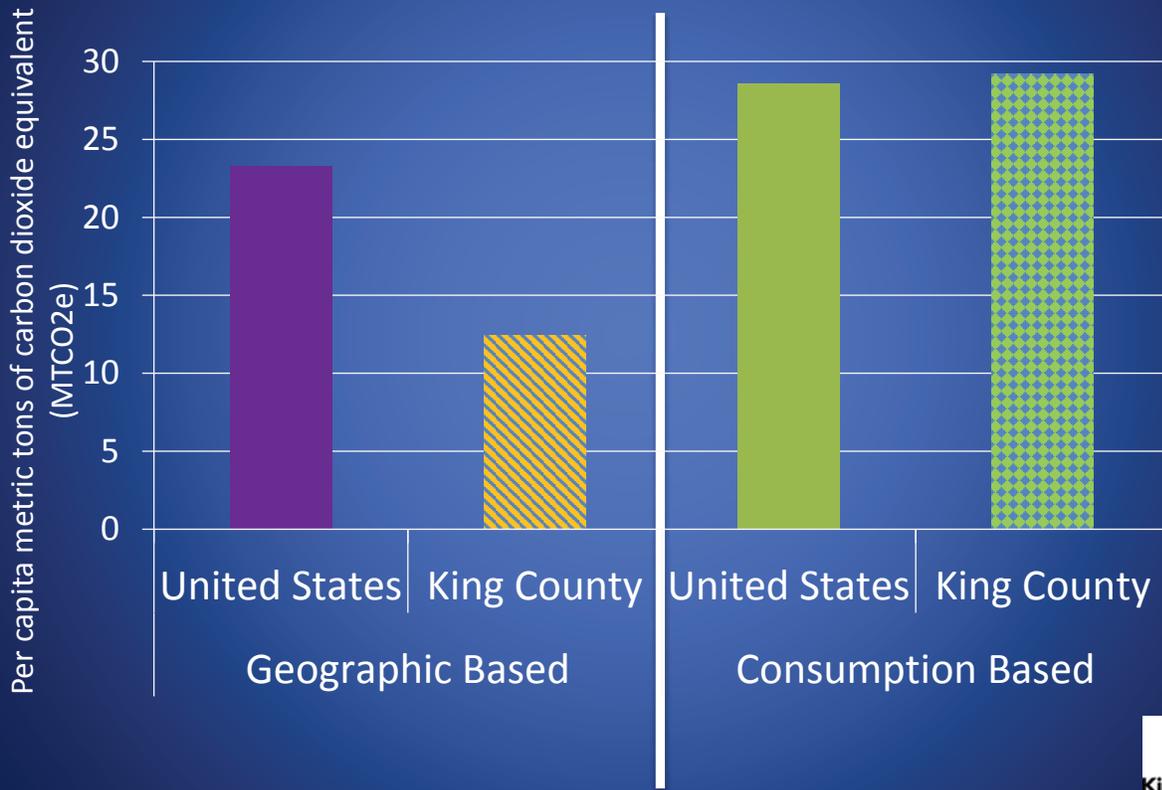
- Partner w/ local utilities to help transition to increasingly renewable energy resources, meet demand through energy efficiency, and phase out fossil fuels

### Green Building and Energy Efficiency

#### *Pathway: Reduce energy use in existing buildings 25% by 2030, and achieve net zero energy use in new buildings by 2030*

- Develop a multi-city partnership to build a more robust regional retrofit economy, expanding on existing residential and commercial programs
- Lead the way to “net zero” through continued innovation in benchmarking, codes, ordinances, and partnerships that focus on building performance

## “Other” GHG Emissions in King County



## “Other” GHG Emissions Sample County-City Reduction Strategies

### Consumption and Materials Management

- Increase waste prevention, reuse, and recycling outreach and education



### Forests and Farms (Carbon Sequestration)

- Partner on Transfer of Development Rights initiatives to focus development within the Urban Growth Area, reduce development pressure on rural lands, and protect resource lands



### Government Operations & Infrastructure

- Partner to implement sustainable purchasing efforts, such as recycled paper policies and clean vehicle fleet standards, and green infrastructure



# General Findings



- Deep emissions reductions are ambitious but feasible
- Existing laws are important, but they alone will not achieve the goal
- State, regional, and local levers of change are all essential—and available— to meet 2030 & 2050 goals
- Collective local action is needed to meet ambitious GHG reduction targets

*Achieving 40x2030 and 80x2050 is possible, but requires bolder, more organized action*



Thank you!

Elizabeth Willmott  
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[elizabeth@climatesolutions.org](mailto:elizabeth@climatesolutions.org)





March 12, 2014  
SCA PIC Meeting

**Item 7:**

Local Hazardous Waste Management Program Rate Restructure

***Discussion Item***

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**SCA Staff Contact**

Doreen Booth, Policy Analyst, [doreen@soundcities.org](mailto:doreen@soundcities.org), 206-433-7147

**Local Hazardous Waste Management Program SCA Member:**

Kenmore Mayor David Baker

**Board of Health SCA Members:**

Kenmore Mayor David Baker (caucus chair); Auburn Councilmember Largo Wales; Shoreline Mayor Shari Winstead

PIC members are asked to provide feedback on the hazardous waste rate restructure proposal to inform the Board of Health members' action on the item.

**Background**

The Local Hazardous Waste Management Program in King County (LHWMP) is a multi-jurisdictional program that serves King County and 38 cities within the County. (Milton is part of the Pierce County program). The Program fulfills local government responsibilities under state law (RCW 70.105.220) for managing hazardous waste. The Program serves King County's 1.9 million residents and 60,000 businesses, providing for the safe disposal of hazardous materials and wastes, as well as prevention programs to reduce exposure and risk from hazardous materials. The Program was chartered in 1990, and is authorized under Board of Health Code 11.04.040. In 1990, the Board of Health found that it was in the interest of the preservation and promotion of public health that moderate risk wastes not be commingled with other solid waste nor placed into sewage disposal systems through which underground and surface waters may be contaminated. The board also found that a regional intergovernmental approach was best suited as described in the Local Hazardous Waste Management Plan for Seattle-King County (BOH Code 11.04.010 excerpt).

Program funding for moderate risk waste comes through Local Hazardous Waste (LHW) fees, which are set by the King County Board of Health. Fees are charged to solid waste accounts, transfer station use and wastewater utilities. Program oversight, including approval of annual budgets and work plans, is delegated to the Program's Management Coordination Committee (MCC). The MCC is comprised of representatives from Seattle-King County Public Health, the City of Seattle, the King County Solid Waste Division, the King County Water and Land Resources Division and the Sound Cities Association. Kenmore Mayor David Baker is SCA's representative on the MCC.

LWHMP is proposing a structural change to its fees on commercial and multi-family residential solid waste accounts. The Program finds that the change will more fairly distribute fees based on the volume of waste generated by respective ratepayers, and is intended to be revenue-neutral to the Program. Under the proposal, fees on single-family residential accounts will not be increased, nor will transfer station or sewer account fees.

The proposed restructure of fees would change the Program’s flat monthly fee of \$11.24 on business and multi-family residential solid waste accounts to a tiered rate ranging from \$1.46 to \$46.15 per month. Tiers are determined by the size of the solid waste container(s). Additionally, proposed changes would establish a consistent fee structure for multi-family residential complexes across King County. Currently, multi-family complexes in Seattle are charged at the residential rate, while those in other areas of King County are charged at the business rate. Under the proposed system, all multi-family residential solid waste accounts would be charged the business rate. The single family residential local hazardous waste fee currently is \$1.08 per month. If the rate restructure is approved, the monthly rate would decrease to \$0.84.

An overview of the proposed rate structure is provided in the rate table below. [Attachment A](#) includes frequently asked questions about the rate structure change. [Attachment B](#) is a PowerPoint presentation highlighting the changes to the rate structure.

**Proposed Rate Table: For Commercial and Multi-Family Residential Accounts**

<b>Proposed Tier</b>	<b>Solid Waste Container Type</b>	<b>Current Fee</b>	<b>Proposed Fee</b>	<b>% of Services</b>
1. Small volume	Carts and cans	\$ 11.24/mo.	\$ 1.46/mo.	20%
2. Medium volume	Dumpster (<10 cu. yds.)	\$ 11.24/mo.	\$ 12.01/mo.	71%
3. Large volume	Roll-off containers (≥ 10 cu. yds.)	\$ 11.24/mo.	\$ 46.15/mo.	8%

**Recommendation for a Rate Structure Change**

The Program recommends changing its fee structure to increase fairness and equity among commercial ratepayers – by charging those which generate smaller volumes of solid waste less than those which generate larger volumes. The proposed changes will affect only commercial ratepayers, which include businesses, institutions, and multi-family residential accounts. The Program proposes to replace the existing flat-rate commercial fee with a three-tiered fee based upon solid waste container size as set out in the table above. Rates would continue to be charged on a per-month basis. Based upon analysis and hauler implementation feedback, these rates would be applied per solid waste service (vs. per account), so that accounts with multiple service types (can, dumpsters, roll-off containers) or accounts that include services at multiple sites would now be billed for each. This also provides for greater equity with the majority of commercial ratepayers who do not consolidate services under single accounts.

### *Example Fee*

The current flat fee results in small volume solid waste generators paying the same amount as large volume generators. The following example was provided to us by Gordon Wilson of FCS Group:

Under the current rate design, a small business in Auburn with a 35-gallon cart picked up weekly pays \$18.18 per month for solid waste collection and \$11.24 per month for hazardous waste services. Meanwhile, a large business in Auburn with an 8-yard container picked up six times a week pays \$2,787 per month per month for solid waste collection and \$11.24 per month for hazardous waste services.

If the new rate structure is adopted, the business with the 35-gallon cart would pay a local hazardous waste fee of \$1.46 per month (\$9.78 less per month than currently). This would amount to 8% of the solid waste bill and the business with the large frequently hauled dumpsters would pay a local hazardous waste fee of \$46.16 per month (\$34.91 more than currently). This would amount to 1.7% of the solid waste bill.

### **Impact on Haulers and Cities**

There are ten billing entities that will be administratively affected by the change in the rate structure. Those entities are the four waste management companies that serve King County, and the cities of Auburn, Kirkland, Enumclaw, Renton, Skykomish and Seattle. Program staff has met with or offered to meet with all billing entities to ensure that proposed changes are capable of being implemented. In addition, the MCC has offered to provide technical support and, if needed, one-time financial support to make needed administrative changes at billing entities.

### **Management Coordination Committee Recommendation**

The Program's Management Coordination Committee (MCC) recommended the proposed volume-based, tiered fee model for commercial and multi-family local hazardous waste fees at its December meeting. If approved at the Board of Health's meeting in early 2014, the change would become effective in January 2015, allowing billing entities the time necessary to incorporate the new rate structure into their billing systems.

### **Next Steps**

The Board of Health is expected to take this matter up at its April meeting, with possible action in May. Should the PIC wish to adopt a formal policy position, a position could be brought back for initial consideration to the PIC in April, and for action and possible adoption by the PIC and Board in May. In the alternative, the PIC may simply wish to give guidance and feedback to the SCA representatives on the Board of Health rather than adopting a formal position.

### **Attachments**

- A. [Hazardous Waste Rate Structure Change – Frequently Asked Questions](#)
- B. [Rate Structure Change Briefing](#)

## LOCAL HAZARDOUS WASTE RATE - STRUCTURE CHANGE PROPOSED

### Frequently Asked Questions for King County Ratepayers

3.5.14

The Local Hazardous Waste Management in King County (Program) fulfills local government responsibilities under state law (RCW 70.105.220) for managing hazardous waste. The Program provides safe disposal of hazardous materials and wastes from residents and small businesses throughout King County, as well as a range of services and prevention programs to reduce exposure and risk from hazardous materials. The Program is funded by local hazardous waste (LHW) fees on solid waste (garbage) and sewer accounts, and nominal fees charged at transfer stations. Monthly LHW fees are collected on garbage accounts—currently \$1.08 for residents and \$11.24 for businesses.<sup>1</sup> The Program is proposing to change how these fees are charged to businesses and multi-family residential solid waste accounts.

The King County Board of Health (Board) sets the Program's rates. The Board will be briefed on this proposal at their April meeting. If the proposal is adopted, there would be at least a six-month period before rates would become effective.

#### **1. Why is a change being proposed to LHW solid waste fees?**

The Program is interested in making its rates fairer by considering relative volumes of waste generated by different ratepayers. The current flat rate system isn't fair for businesses or multi-family residences that generate small amounts of solid waste because they are charged the same flat rate as companies and multi-family developments that produce large volumes of solid waste. Also, some multi-family residences pay different fees depending on how their accounts are structured with their garbage collection service provider. Under the new system, multi-family residences throughout King County will be charged in a consistent manner, using the same volume-based fee structure

#### **2. Who will be affected by the rate change?**

Rate changes will affect businesses and multi-family residential garbage accounts (7% of accounts countywide). Single-family residential accounts (93% of accounts) will not be affected. The new rate structure will be applied to all types of non-residential accounts including businesses and other commercial enterprises, not-for-profit organizations, and non-residential entities—including educational and healthcare facilities. It will also apply to all multi-family residences including condominiums, apartment buildings, townhouses, and multiplexes.

#### **3. How will rates change under the new structure?**

LHW rates are currently charged as a flat fee. Under the new structure, affected accounts (businesses and multi-family residences) would pay fees based upon the size of their garbage

<sup>1</sup> See King County Board of Health Code 11.04.040.

<http://www.kingcounty.gov/healthservices/health/BOH/~media/health/publichealth/documents/boh/code/BOHCodeTITLE11.ashx>

containers. Three rates would be established, reflecting small, medium, and large-size containers. Single-family homes will continue to be charged a flat fee.

#### 4. Will fees change for recycling, composting, or yard waste services?

This proposed change will not affect recycling, composting, or yard waste services.

#### 5. How much will my rates change?

If you are a business or multi-family residence, the answer depends on how much garbage you produce – fees are based on the size of your garbage container. Details are provided in the table below.

Proposed Tier	Container Type	Current Fee	Proposed Fee
Small volume	Carts and cans	\$ 11.24	\$ 1.46
Medium volume	Dumpster (<10 cu. yds.)	\$ 11.24	\$ 12.01
Large volume	Roll-off containers ( $\geq$ 10 cu. yds.)	\$ 11.24	\$ 46.15

Under the new structure, approximately 20% of accounts will pay less than they are now; 71% will pay about a dollar more, and about 8% will pay about \$35 more.

#### 6. Are there other changes associated with the proposed new rate structure?

Yes. Fees will shift from being charged per account to being charged per “service,” so accounts that include multiple garbage collection services would now be charged separately under the proposed structure.

**Example:** A business with a 10-gallon garbage can and a dumpster will pay LHW fees for both services. The business would pay \$1.46 (for the 10-gallon can service), and \$12.01 (for the dumpster service) – for a total of \$13.47 per month.

The per-service billing will be similar for accounts that cover multiple sites.

**Example:** A school district has an 8-yard dumpster at each of its five campuses, and a 12-yard roll-off container at a sixth site.

The school district would be charged 12.01 x 5 (for each 8-cubic yard dumpster service), and \$46.15 (for the 12-yard roll-off container at the sixth site) – for a total of \$107.66. If the school district currently is paying the LHW fee at each site, this is an increase of \$38.76 over their current fee.

Relatively few accounts currently bundle multiple services or sites, so the number of those who will be billed for more than one service is expected to be fairly small. A relatively small number of accounts (estimated to be fewer than 50) will see rates increase to above \$100 per month.

#### 7. How does the proposed rate structure change affect single-family residences?

The proposed LHW rate structure change does not apply to single-family residences. However, these residents would see a slight reduction in their LHW fee (a decrease of 24 cents each month), because the total cost to safely dispose of hazardous waste would be shared more fairly between small and large volume residential ratepayers.

**8. Will my garbage bill look the same?**

Yes, your garbage bill will look the same physically, but you may see a change in the amount you are billed for the LHW fee.

**9. Who do I contact for more information?**

For more information about the proposed garbage surcharges, contact Liz Tennant at [Liz.Tennant@kingcounty.gov](mailto:Liz.Tennant@kingcounty.gov) or (206) 284-7974.

###

**About the Local Hazardous Waste Management Program**

The Local Hazardous Waste Management Program in King County (LHWMP) is a multi-jurisdictional program that focuses on reducing public and environmental exposure to hazardous materials.

Four government agencies, along with 37 cities and tribal governments in King County are working together to help citizens, businesses, non-profit organizations, and government agencies reduce the threat posed by the production, use, storage, and disposal of hazardous materials and wastes. LHWMP provides services to 1.9 million residents and 60,000 businesses throughout King County. Visit us on line at [www.lhwmp.org](http://www.lhwmp.org)



**Local Hazardous Waste  
Management Program  
in King County**

**Alternate Formats Available  
Voice: 206-263-3050  
TTY Relay: 711**

Publication Number: LHWMP\_0195

# Local Hazardous Waste Management Program

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## Rate Structure Change Proposal:

Establishing Volume-Based Fees on Business/Multi-family Solid Waste Accounts

Informational Webinar  
March 6, 2014

## The Program

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- **Established:** 1990
- **Purpose:** Fulfills responsibilities for hazardous waste for King County and its 38 cities (RCW 70.105.220)
- **Authorization:** by King County Board of Health, including establishment of fees and by WA Dept. of Ecology
- **Mission:** to reduce risks posed by the production, use, storage and disposal of hazardous materials.
- **Service Area:** King County's 1.9 million residents and 60,000 businesses
- **Current Funding Structure:** Fees on wastewater and solid waste collection & disposal services

## LHWMP Solid Waste Account Fee Details

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- **Solid waste fees provide about 60% of revenue**
- **Current fees: Flat rate per account**
  - Residential fee: \$1.08 per month
  - Business fee: \$11.24 per month
- **Billing structure:**
  - Fees collected and paid by 4 haulers & 6 cities
- **Identified inequities:**
  - Multi-family and businesses charged the same regardless of solid waste volume generated
  - Multi-family accounts are treated inconsistently

## Proposed Volume-based Rate Structure Key Features

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- **Fairer distribution of costs**
  - Fees reflect relative volume of SW generated
  - Ratepayers within each class pay the same fee
- **Consistent handling of Multi-family accounts**
- **Administratively feasible**
  - For haulers and cities with different billing systems
  - For the Program (financial monitoring and forecasting)
- **Revenue neutral (generally)**
  - Not intended to increase Program revenues
  - May capture missing owed revenue
- **Aligns with partner efforts to reduce waste.**

## Proposed Change

- **For fees on solid waste services:**
  - Change **business/multi-family** from a flat fee to a volume-based fee\*
- **3 fee tiers**
  - Small volume
  - Medium volume
  - Large volume

\*Would apply to all ratepayers except for Single Family residents.

## Proposed Tiers & Cost Comparison

Proposed Tier	Solid Waste Container Type	Current Fee	Proposed Fee
1: Small Volume	Carts and cans	\$11.24/mo.	\$1.46/mo.
2: Medium Volume	Dumpsters (< 10 cy)	\$11.24/mo.	\$12.01/mo.
3: Large Volume	Roll-off containers (≥ 10 cy)	\$11.24/mo.	\$46.15/mo.

## Where do Existing Ratepayers Fit into the Tier System? How Much Will They Pay?

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- **Business/Multi-Family Ratepayers\***
  - **Tier 1:** pay \$9.78 less (~ 20% of services)
  - **Tier 2:** pay \$0.77 more (~ 71% of services)
  - **Tier 3:** pay \$34.91 more (~ 8% of services)

\*Accounts with multiple services are explained in the following slides

## Accounts with Multiple Services

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- **Some accounts have more than one service**
  - Due to how solid waste accounts are set up (with their haulers or cities), examples:
    - Accounts with different types of containers (e.g. both 2 yd & 8 yd dumpsters)
    - Have services at more than one site
- **New rate structure will affect them differently**
  - Tier fee will be charged for each service, not by account
  - Total fees will depend on total services
- **Relatively small number of ratepayers affected**
  - About 6% of all Business/Multi-family Ratepayers (approx. ,868 accounts - projected) have multiple services

## Impacts to Accounts with Multiple Services

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- **Fees would be charged for each service**
  - Most accounts (98%) would pay \$100 or less
  - A very few (21, which is 2%)\* could pay considerably more
  - Though higher, fees will be consistent with other ratepayers

\* Estimate as of 3/5/14. These numbers are still being refined.

## Proposal Status and Next Steps

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- **Initial Outreach Underway**
  - Web-based information
  - Letters and presentations to stakeholders
- **Proposal Goes to King County Board of Health**
  - Initial Briefing March 20, 2014
  - Potential decision as early as April, 2014
- **If Approved**
  - Implementation timeframe would be January 2015 or later
  - Outreach would be conducted to ratepayers, partners, stakeholders
  - Coordination with billing entities (haulers & cities)

## For More Information

- **Frequently Asked Questions:**

<http://www.lhwmp.org/home/AboutUs/feesFAQ.aspx>

- **Program services:**

<http://www.lhwmp.org>

- **Contact:** Liz Tennant, Office of the Program Director

[Liz.Tennant@kingcounty.gov](mailto:Liz.Tennant@kingcounty.gov) , 206-284-7974



March 12, 2014  
SCA PIC Meeting

**Informational Item 8a:**  
Transportation Benefit District Update  
*Information Item*

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**SCA Staff Contact**

Deanna Dawson, Executive Director, [deanna@soundcities.org](mailto:deanna@soundcities.org), office 206-433-7170

**Background Information:**

At the February 12, 2014 meeting of the Public Issues Committee (PIC), the PIC voted 20-5 to recommend that the Board adopt the following public policy position:

Sound Cities Association (SCA) supports the formation of a countywide Transportation Benefit District (TBD) in King County and a public vote to raise revenue for a countywide TBD to address critical transportation needs facing the County and cities throughout the County, provided that:

- 60% of the funds are distributed to Metro for transit service and 40% of the funds are directly distributed to the County and cities based on population to be used for transportation needs authorized under state law, including maintenance and preservation of roads and bridges, pedestrian and bicycle facilities, and additional transit, as determined by each jurisdiction; and
- An annual Vehicle License Fee up to \$60 per vehicle and imposition of a sales tax up to 0.1% shall be the maximum amount submitted to the voters by the King County TBD; and
- Any resolution adopted by the King County TBD submitting a transportation funding ballot measure to the voters shall require that an Interlocal Agreement (ILA) shall be developed and executed by the cities, County and the King County TBD prior to the collection of any revenue, which shall address risk management and provide for 60% of the funds to be distributed for Metro transit service and 40% of the funds to be directly distributed to the County and cities based on population for transportation needs, as determined by each jurisdiction, as long as the Transportation Benefit District collects revenue from any source.

At the February 19, 2014 meeting of the SCA Board of Directors, the Board voted unanimously to adopt the above position. SCA Board Vice President Matt Larson, Mayor of Snoqualmie, sent a letter regarding the position to King County Council Chair Larry Phillips on behalf of the Board of Directors. (See [Attachment A](#).)

Subsequently, the King County Transportation Benefit District Board of Directors (comprised of all nine members of the King County Council) unanimously adopted a resolution relating to financing transportation improvements; submitting a ballot measure regarding transportation

funding to the qualified electors of the King County transportation district at a special election to be held on April 22, 2014, and submitting a proposition to district voters to authorize the district to fix and impose a one-tenth of one percent sales and use tax within the district and a sixty dollar vehicle fee on all vehicles within the district to finance transportation improvements; requesting that the King County prosecutor prepare a ballot title for the proposition; and appointing committees to prepare the pro and con statements for the local voters' pamphlet. (See [Attachment B.](#))

**Attachment:**

- A. [2-24-2014 Letter to County Council re TBD](#)
- B. [Resolution of the King County Transportation Benefit District](#)



February 24, 2014

The Honorable Larry Phillips  
 Chair, King County Council  
 516 Third Ave, Rm. 1200  
 Seattle, WA 98104

Dear Chair Phillips:

On behalf of the Sound Cities Association (SCA), I am writing to express our support for action to address the critical transportation needs facing King County and our member cities, and to provide much needed funding for both roads and transit.

The Sound Cities Association (formerly the Suburban Cities Association) was founded in the 1970s to help cities in King County act locally and partner regionally to create vital, livable communities through advocacy, education, leadership, mutual support, and networking. Collectively, our 36 member cities represent nearly one million constituents in King County.

Transportation is a top priority for SCA. As you well know, Metro Transit will face significant cuts without additional funding. These cuts would be particularly devastating to residents of SCA member cities. The bus is the family car for many residents in our cities. Substantial cuts to bus service would make it difficult or impossible for residents to get to their jobs, and needed community services.

The need for additional transportation funding for local roads and other local transportation infrastructure is similarly critical. Cities in King County maintain five thousand five hundred miles of streets plus bridges, sidewalks, drainage systems, traffic signals, bicycle and pedestrian facilities and trails. Revenue sources currently available to cities are not keeping pace with the costs of replacement and expansion to meet growth. King County cities have experienced a substantial downturn in revenues in the past decade. Many cities in King County have been forced to supplement their road funds with general fund dollars, which have themselves not been keeping pace with inflation. Using general fund dollars to maintain roads and other transportation infrastructure means that there are fewer dollars available to fund public safety, parks, human services, and other critical city services.

A lack of dedicated funding for transportation projects has made it increasingly difficult for King County cities to raise matching funds to compete for State and Federal transportation grant dollars, and State and Federal transportation grant opportunities have dwindled. King County cities are beset by failing roads and bridges, congested corridors and bottlenecked interchanges, which undermine the mobility of vehicles, buses and freight carriers to transport people and goods.

Cities in King County have over \$1.3 billion in maintenance and preservation needs alone over the next six years, and have identified a need of over \$3 billion for mobility projects over the next six years. Cities in King County are responsible for the repair and replacement of 22 bridges in King County with a sufficiency rating of fifty or less, equating to more than \$775 million in bridge repair/replacement costs

over the next six years. The lack of adequate transportation funding is a public safety crisis in King County.

The Sound Cities Association (SCA) supports the formation of a countywide Transportation Benefit District (TBD) in King County and a public vote to raise revenue for a countywide TBD to address critical transportation needs facing the County and cities throughout the County, provided that:

- 60% of the funds are distributed to Metro for transit service and 40% of the funds are directly distributed to the County and cities based on population to be used for transportation needs authorized under state law, including maintenance and preservation of roads and bridges, pedestrian and bicycle facilities, and additional transit, as determined by each jurisdiction,
- An annual Vehicle License Fee up to \$60 per vehicle and imposition of a sales tax up to 0.1% shall be the maximum amount submitted to the voters by the King County TBD, and
- Any resolution adopted by the King County TBD submitting a transportation funding ballot measure to the voters shall require that an Interlocal Agreement (ILA) shall be developed and executed by the cities, County and the King County TBD prior to the collection of any revenue, which shall address risk management and provide for 60% of the funds to be distributed for Metro transit service and 40% of the funds to be directly distributed to the County and cities based on population for transportation needs, as determined by each jurisdiction, as long as the Transportation Benefit District collects revenue from any source.

Our Board unanimously adopted this position at our Board meeting on February 19, 2014.

While we support submission of a ballot measure for funding to the voters to address our local roads and transit needs, we recognize that this is just one piece of the puzzle. We also need the Legislature to move forward with a statewide transportation package in order to make investments in key corridors that tie transportation improvement to job centers, such as Interstate 405 from Renton to Bellevue, the State Route 509/167 "Gateways" project, the I-405/SR 167 interchange, funding to complete State Route 520, and more.

We look forward to a continued partnership with the County to address our shared transportation needs.

If you or your staff have any questions, please do not hesitate to contact our Executive Director Deanna Dawson at (206) 433-7170, or at [Deanna@SoundCities.org](mailto:Deanna@SoundCities.org).

Sincerely,



Matt Larson  
Mayor, City of Snoqualmie  
Vice President, Sound Cities Association

Cc: King County Council  
King County Executive Dow Constantine  
SCA Board of Directors  
SCA Public Issues Committee Members



**KING COUNTY**  
**Signature Report**

Attachment B to PIC Item 8a  
1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**March 5, 2014**

**TD Resolution**

**Proposed No.** TD2014-03.1

**Sponsors**

1           A RESOLUTION of the King County transportation  
2           district relating to financing transportation improvements;  
3           submitting a ballot measure regarding transportation  
4           funding to the qualified electors of the King County  
5           transportation district at a special election to be held on  
6           April 22, 2014, and submitting a proposition to district  
7           voters to authorize the district to fix and impose a one-tenth  
8           of one percent sales and use tax within the district and a  
9           sixty dollar vehicle fee on all vehicles within the district to  
10          finance transportation improvements; requesting that the  
11          King County prosecutor prepare a ballot title for the  
12          proposition; and appointing committees to prepare the pro  
13          and con statements for the local voters' pamphlet.

14          WHEREAS, in the last several years, new transportation challenges have emerged  
15          affecting the funding of transportation improvements for King County Metro transit and  
16          all King County cities and unincorporated King County, including a prolonged recession,  
17          and declined gas-tax, property tax, and sales tax revenues, and

18          WHEREAS, chapter 36.73 RCW, provides for the establishment of transportation  
19          benefit districts by cities and counties and authorizes those districts to levy and impose

20 various taxes and fees to generate revenues to support transportation improvements that  
21 benefit the district and that are consistent with state, regional or local transportation plans  
22 and necessitated by existing or reasonably foreseeable congestion levels, and

23 WHEREAS, King County Ordinance 17746 established the King County  
24 transportation district with the authority to fund, acquire, construct, operate, improve,  
25 provide, maintain and preserve transportation improvements authorized by chapter 36.73  
26 RCW, and

27 WHEREAS, the King County transportation district intends to fund transportation  
28 improvements authorized by chapter 36.73 RCW and that local jurisdictions receiving  
29 funding will directly acquire, construct, operate, maintain, preserve or otherwise provide  
30 any transportation improvement authorized by chapter 36.73 RCW and consistent with  
31 this resolution, and

32 WHEREAS, the King County Transportation District has the legal authority to fix  
33 and impose up to a one hundred dollar vehicle fee under RCW 82.80.140 with approval  
34 of a majority of district voters, and

35 WHEREAS, the King County Transportation District has the legal authority to fix  
36 and impose up to a two-tenths of one percent sales and use tax within the district under  
37 RCW 82.14.0455 with approval of a majority of district voters, and

38 WHEREAS, a voter-approved vehicle fee imposed by the King County  
39 transportation district does not affect the authority of city-established transportation

40 benefit districts to impose up to a twenty dollar councilmanic vehicle fee under RCW  
41 82.80.140, and

42 WHEREAS, the King County Transportation District cannot impose a voter  
43 approved sales and use tax that exceeds a period of ten years, unless extended by an  
44 affirmative public vote in accordance with RCW 82.14.0455;

45 BE IT RESOLVED BY THE KING COUNTY TRANSPORTATION  
46 DISTRICT:

47 SECTION 1. Fee and tax submittal to voters. To provide necessary funding for  
48 the transportation improvements identified in section 3 of this resolution, the King  
49 County transportation district shall submit to the qualified electors of the district a  
50 proposition authorizing the district to fix and impose, for ten years, a sixty-dollar vehicle  
51 fee to be added to any existing fees and to fix and impose, for ten years, an additional  
52 one-tenth of one percent sales and use tax.

53 SECTION 2. Distribution of revenues. The district sales and use tax and  
54 vehicle fee revenues shall first pay any administrative costs to the state Department of  
55 Licensing and state Department of Revenue, the administrative costs of the district and  
56 the cost of the license fee low-income rebate program in section 4 of this resolution. The  
57 remaining combined revenue will be distributed pursuant to interlocal agreements for use  
58 for transportation improvements consistent with this resolution in the following manner:

59 A Sixty percent distributed to King County. On a biennial basis, the Board shall  
60 determine and allocate for Metro transit purposes the amount of the sixty percent

61 distribution necessary to fund the operation, maintenance and capital needs of the Metro  
62 transit system. In making this determination and allocation the Board shall be guided by  
63 the following criteria:

64           1. Preserving Metro transit service at levels comparable to the 2014 Metro transit  
65 system;

66           2. Covering the costs of administering any low income fare program and the  
67 amount of the reduction in fare revenue resulting from a \$1.50 low-income fare; and

68           3. Adjusting for any changes in the amount of other Metro transit revenues  
69 above the revenues estimated in the adopted King County 2013-2014 biennial budget.

70 If as a result of this determination and allocation, there are remaining revenues from the  
71 sixty percent distribution, these will be distributed fifty percent for Metro transit purposes  
72 and fifty percent for unincorporated area road purposes. Attachment A titled Estimated  
73 Distributions of King County Transportation District Revenues to this resolution  
74 illustrates estimated distributions using these criteria, based on currently projected  
75 revenues and expenditures; and

76           B. Forty percent distributed to the cities within King County and to King County  
77 for city transportation improvement purposes and for county unincorporated area road  
78 purposes, respectively, in amounts shared pro rata based on each jurisdiction's percentage  
79 of the total population of jurisdictions entering into interlocal agreements with the district  
80 for the distribution of revenues.

81            **SECTION 3. Use of revenues and description of transportation**

82    **improvements.**

83            A. The sales and use tax and vehicle fee revenues, less the administrative and  
84 rebate program costs identified in Section 2 of this resolution, shall be used by the district  
85 consistent with RCW chapter 36.73 and this resolution to fund transportation  
86 improvements permitted by RCW chapter 36.73, including but not limited to, the  
87 acquisition, construction, operation, improvement, provision, maintenance, and  
88 preservation of public transportation facilities, services and programs, and roads.

89            B. Specifically, the transportation improvements carried out with the sales and  
90 use tax and vehicle fee revenues must be projects or programs contained in the  
91 transportation plan of the Puget Sound Regional Council, King County or a city within  
92 King County that are:

- 93            1. The provision of Metro transit public transportation services;
- 94            2. The service planning and public engagement for the provision of Metro  
95 transit public transportation services;
- 96            3. The operation, maintenance and repair of Metro transit vehicles, equipment  
97 and facilities;
- 98            4. The acquisition and replacement of Metro transit vehicles and equipment and  
99 the planning, design, construction and implementation of Metro transit capital  
100 improvements;
- 101            5. The implementation of transportation demand management programs;

102           6. The planning, design, construction and implementation of capital  
103 improvement, preservation and restoration projects for road facilities such as streets,  
104 roads, bridges, signals, guardrails, drainage systems, pedestrian and bicycle pathways and  
105 related facilities and improvements;

106           7. The operation, maintenance and repair of road facilities such as streets, roads,  
107 bridges, signals, guardrails, drainage systems, bicycle pathways and related facilities and  
108 improvements;

109           8. The provision of emergency responses to protect road facilities and public  
110 health and safety; or

111           9. The planning, design, installation and management of intelligent  
112 transportation systems including traffic cameras, control equipment and new technologies  
113 to optimize the existing transportation system.

114           C. Consistent with RCW 36.73.020, the transportation improvements carried out  
115 with the sales and use tax and vehicle fee revenues shall be needed by existing or  
116 reasonably foreseeable congestion levels; and selection of the transportation  
117 improvements shall, to the extent practicable, consider the following criteria:

118           1. Reduced risk of transportation facility failure and improved safety;

119           2. Improved travel time;

120           3. Improved air quality;

121           4. Increases in daily and peak period trip capacity;

- 122           5. Improved modal connectivity;
- 123           6. Improved freight mobility;
- 124           7. Cost-effectiveness of the investment;
- 125           8. Optimal performance of the system through time;
- 126           9. Improved accessibility for, or other benefits to, persons with special
- 127 transportation needs.

128           SECTION 4. The vehicle fee shall be subject to a rebate program consistent with

129 chapter 36.73 RCW under which low-income individuals will be eligible, upon

130 application, to receive a twenty-dollar rebate for each vehicle for which an individual

131 pays the full vehicle fee.

132           SECTION 5. On an annual basis, the board of the district shall review the

133 identification of projects and programs carried out by King County and the cities within

134 King County with the sales and use tax and vehicle fee revenues for consistency with this

135 resolution. Additionally, the district shall issue an annual report to the public, indicating the

136 status of transportation improvement costs, transportation improvement expenditures, revenues,

137 and construction schedules.

138           SECTION 6. If the Washington state legislature enacts legislation that grants new

139 authorization for county transportation revenues and King County imposes and collects revenues

140 under such legislation, the board shall consider whether to, and may, reduce or eliminate the

141 continued imposition and collection of the sales and use tax and vehicle fee authorized by this

142 resolution.

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143            SECTION 7. For the purposes of defining a transportation plan under chapter  
144 36.73 RCW and section 3 of this resolution:

145            A. The transportation plan of King County includes, as adopted and updated, the  
146 Transportation Element of the King County Comprehensive Plan, the King County Metro  
147 Transit Strategic Plan for Public Transportation, the King County Metro Transit Service  
148 Guidelines, the annual King County Metro Transit Service Guidelines Report, the King  
149 County Department of Transportation Strategic Plan for Road Services, the  
150 Transportation Needs Report, and the King County Roads Services CIP.

151            B. The transportation plan of a city is its transportation program adopted and  
152 annually revised and extended as required by RCW 35.77.010.

153            C. The transportation plan of the Puget Sound Regional Council is its  
154 transportation improvement program developed and updated as required by RCW  
155 47.80.023.

156            SECTION 8. For the purposes of this resolution, "city" means city or  
157 incorporated town.

158            SECTION 9. Call for special election. The district hereby requests that the King  
159 County director of elections call a special election on April 22, 2014, to consider a  
160 proposition authorizing the district to fix and impose, for ten years, a vehicle fee in the  
161 amount of sixty dollars and to fix and impose, for a term of ten years, a sales and use tax  
162 in the amount of one-tenth of one percent for the purposes described in this resolution.  
163 The King County director of elections shall cause notice to be given of this resolution in

164 accordance with the state constitution and general law and to submit to the qualified  
165 electors of the district, at the said special county election, the proposition hereinafter set  
166 forth, in the form of a ballot title substantially as follows:

167 KING COUNTY TRANSPORTATION DISTRICT

168 PROPOSITION NO. \_\_\_\_

169 The Board of the King County Transportation District passed Resolution No. TD2014-03  
170 concerning funding for Metro transit, roads and other transportation improvements. If  
171 approved, this proposition would fund, among other things, bus service, road safety and  
172 maintenance and other transportation improvements in King County cities and the  
173 unincorporated area. It would authorize the district to impose a sales and use tax for a  
174 term of ten years of 0.1% under RCW 82.14.0455, and an annual vehicle fee of sixty  
175 dollars (\$60) per registered vehicle under RCW 82.80.140 with a twenty dollar (\$20)  
176 rebate for low-income individuals.

177 Should this sales and use tax and vehicle fee be approved?

178 Yes

179 No

180 SECTION 10. The King County director of elections is hereby requested to  
181 prepare and distribute a local voters' pamphlet, in accordance with K.C.C. 1.10.010, for  
182 the special election called for in this resolution, the cost of the pamphlet to be included as  
183 part of the cost of the special election.

184            SECTION 11. RCW 29A.32.280 provides that for each measure from a  
 185 jurisdiction that is included in a local voters' pamphlet, the legislative authority of that  
 186 jurisdiction shall formally appoint a committee to prepare arguments advocating voter  
 187 approval of the measure and a committee to prepare arguments advocating voter rejection  
 188 of the measure.

189            SECTION 12. As authorized by RCW 29A.32.280, the following individuals are  
 190 appointed to serve on the voters' pamphlet committees, each committee to write a  
 191 statement for or against the proposed measure.

192	FOR	AGAINST
193	1. Denis Hayes	1. Will Knedlik
194	2. Estela Ortega	2. Dick Paylor
195	3. John Marchione	3. Jerry Galland

196            SECTION 13. Ratification. Certification of the proposition by the clerk of the  
 197 district to the King County director of elections in accordance with law before the  
 198 election on April 22, 2014, and any other act consistent with the authority and before the  
 199 effective date of this resolution are hereby ratified and confirmed.

200            SECTION 14. Severability. If any provision of this resolution or its application  
 201 to

202

TD Resolution

203 any person or circumstance is held invalid, the remainder of the resolution or the  
 204 application of the provision to other persons or circumstances is not affected.

205

TD Resolution TD2014-03 was introduced on and passed as amended by the King  
 County Transportation District on 2/24/2014, by the following vote:

Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,  
 Ms. Lambert, Mr. Dunn, Mr. McDermott, Mr. Dembowski and Mr.  
 Upthegrove  
 No: 0  
 Excused: 0

KING COUNTY TRANSPORTATION  
 DISTRICT  
 KING COUNTY, WASHINGTON

---

Larry Phillips, Chair

ATTEST:

---

Anne Noris, Clerk of the Board

**Attachments:** A. Estimated Distributions of King County Transportation District Revenues 2-24-14



March 12, 2014  
SCA PIC Meeting

## Item 8b:

King County Disaster Framework for Public/Private Partnership  
Emergency Management Advisory Committee (EMAC)

### ***Informational Item***

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#### **SCA Staff Contact**

Doreen Booth, Policy Analyst, [Doreen@soundcities.org](mailto:Doreen@soundcities.org), 206-433-7147

#### **Emergency Management Advisory Committee (EMAC)**

Kirkland Deputy Mayor Penny Sweet (caucus chair); Algona Mayor Pro Tem Bill Thomas; Shoreline Emergency Manager Gail Harris; Lake Forest Park Councilmember John Wright, (alternate); Maple Valley Deputy Mayor Sean Kelly (alternate); Renton Council President Don Persson (alternate).

#### **The Regional Coordination Framework for Disasters and Planned Events**

“The Regional Coordination Framework for Disasters and Planned Events” (RCDF), [Attachment A](#), and accompanying associated Agreement, [Attachment B](#), facilitate a systematic, coordinated, and effective response to multi-agency or multi-jurisdictional disasters or planned events that occur within the geographic boundaries of King County.

The Regional Coordination Framework is a voluntary guide to regional response and short term recovery actions. Signatory partners are those organizations from the public, private, tribal, and non-profit sectors in geographic King County that are committed to working together in accordance with this framework and have signed the associated Agreement. There is no preferential treatment or priority given to those partners who are signatory to the Agreement versus those who are not. The benefit of being a signatory partner to the RCDF and the Agreement is to save time during a disaster by having decision-making authority for jurisdictions already in place and on file.

#### **Next Steps**

The Framework has recently been updated and is now available for signatory partners to sign on. EMAC members encourage PIC members to take “*The Regional Coordination Framework for Disasters and Planned Events*” back to their cities for consideration. If you have questions or if your city would like a presentation on the Framework, please contact Stephanie Supko at King County, [Stephanie.Supko@kingcounty.gov](mailto:Stephanie.Supko@kingcounty.gov).

#### **Attachments**

- A. [Regional Coordination Framework for Disasters and Planned Events \(RCDF\)](#)
- B. [Regional Coordination Framework for Disasters and Planned Events Agreement](#)

# Regional Coordination Framework for Disasters and Planned Events

for Public and Private Organizations in King County, Washington



**King County**

**February 2014**

Emergency Management Partners,

As we arrive at another milestone in our regional planning efforts here in King County, we would like to share a brief look back on the cornerstone efforts of the ‘Regional Disaster Plan’ and its notable history.

It is reality that disasters do not respect jurisdictional boundaries, let alone economic environments. Our citizens throughout King County expect the public, private, non-profit and tribal entities to work together in responding to and recovering from a disaster. Geographical King County is 2,134 square miles of diverse terrain with over 1.9 million people, 39 cities, over 120 special purpose districts, two tribal nations, and over 700 elected officials. With our population density, complex system of governance, and significant hazards we face, disasters present the need to plan for a coordinated response among governments, non-profits and businesses.

In 1998, elected officials from Seattle, Suburban Cities and King County passed a motion (#10566) to initiate the planning efforts of a ‘regional response plan and mechanism to share resources.’ That effort was pioneering new territory by establishing a cooperative and voluntary platform linking private businesses, non-profit organizations, government agencies, and special purpose districts. Through collaborative planning and participation, hundreds of entities can behave in a coordinated manner, provide assistance to each other and maintain their authority.

The King County Office of Emergency Management (KCOEM) began the ‘regional planning’ effort in 1999 and formed the Regional Disaster Planning Task Force (now the Regional Disaster Planning Work Group). Any and all partnering disciplines, agencies and organizations were invited to the table and actively participated in taking the ground breaking steps to create the ‘Regional Disaster Plan for Public and Private Organizations in King County.’ Over a two-year period many meetings were held, numerous ideas and concepts discussed and debated, and multitudes of briefings and updates all contributed to a collaborative and transparent regional planning process. Throughout the process the multi-disciplinary groups representing King County Emergency Management Advisory Committee (EMAC) and the King County Regional Policy Committee were briefed and engaged. By early 2001, a Basic Plan and legally vetted ‘Omnibus Legal and Financial Agreement’ were completed, and then... September 11<sup>th</sup> occurred.

All of us found ourselves in a new era. Our view of the world changed significantly post September 11<sup>th</sup> and we collectively recognized the need to be even more collaborative in our emergency management efforts. Even the largest of cities would not be able to do it alone. The cumulative efforts of all those engaged partners had moved the regional plan from a concept to the reality of an actual plan ready for signature and implementation. In January 2002, with EMAC endorsement, the EMAC Chair Barb Graff (City of Bellevue Emergency Management) and Co-Chair Bill Wilkinson (Port of Seattle) initiated the inaugural promulgation of the ‘Regional Disaster Plan for Public and Private Organizations in King County.’ By December 2002, 99 cities, fire districts, businesses, schools, water and sewer districts and non-profits were official signatory partners. That same year the 9-11 Commission and the National Association of Counties (NACo) formally awarded and recognized KCOEM for the regional collaboration and planning endeavor – the ‘Regional Disaster Plan.’

The original Regional Disaster Plan was designed using the model of the Federal Response Plan, i.e. a basic plan followed by a series of “Emergency Support Functions,” such as communications and transportation. Through the following years and various Presidential Directives (transitions to the National Response Plan and the National Incident Management System), the Regional Disaster Planning effort continued to engage regional partners from public, private, non-profit and tribes and alternations were made to keep the Plan current. Additional promulgations occurred with Plan updates and more signatory partners joined. With the last official promulgation and signatory process in March 2008, and with continued interest since then, there are currently 145 signatories.

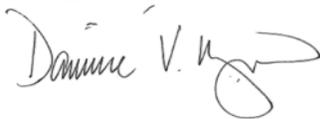
Over time partners and the region have matured with additional focused planning efforts (mass care, evacuation, regional catastrophic, etc.), putting the Regional Disaster Plan in a good position to evolve. After over a year’s work of transformation, the Plan (along with the associated Agreement, which is the legal and financial document addressing sharing of resources; formerly the ‘Omnibus’) are in a new state. Embodying again true regional coordination, the Plan has transitioned to a new format: ‘Regional Coordination Framework for Disasters and Planned Events.’ In a streamlined form, the new Framework (like the former Plan) facilitates a systematic, coordinated, and effective response to multi-agency or multi-jurisdictional disasters or planned events that occur within the geographic boundaries of King County. By leveraging existing plans, the Framework focuses on five key areas of coordination:

- Direction and Coordination
- Information Collection, Analysis and Dissemination
- Public Information
- Communications
- Resource Management

All emergency management partners will be provided the opportunity to review and comment on this new and fresh Framework through an identified process. The goal is to roll out the Framework and Agreement to all partners in January 2014 for official promulgation and signature. Regional Disaster Planning Work Group and EMAC members will be active in informing and promoting the intent and benefits of the Framework and Agreement.

The efforts put forth by the Work Group have been well coordinated, and the EMAC has been kept apprised and has advised as needed. We look forward to your agency and organization officially joining in supporting this Framework. Through this Framework, together we can assist one another in a more coordinated response, which will ultimately assist in the quicker recovery of our communities and economy.

Sincerely,



Dominic Marzano, Chair  
City of Kent Emergency Management



Gail Harris, Vice Chair  
City of Shoreline Emergency Management

*Emergency Management Advisory Committee (EMAC)  
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## Introductory Materials

### **Promulgation**

The Regional Coordination Framework (formerly the Regional Disaster Plan) is intended to embody the true essence of regional collaboration and coordination. From its inception in 1998, by King County Motion #10566, this regional plan "... allows for shared resources and cooperation within existing capabilities and is consistent with emergency management priorities established by the governing body of each jurisdiction, special district, organization or appropriate agency." The value of the Framework that is that the organizational networking and administrative workload can be coordinated in advance of a disaster, thus expediting the response capability from partner to partner and throughout the region.

### **Approval and Implementation**

The Regional Disaster Planning Work Group (RDPWG) is the inter-jurisdictional and multi-disciplinary group responsible for developing, enhancing, and maintaining the Regional Coordination Framework. The RDPWG consists of representatives from regional partners and serves as a subcommittee to the King County Emergency Management Advisory Committee (EMAC), which in turn serves as an advisory entity to the King County Executive and the King County Office of Emergency Management (OEM). All emergency management partners are included and encouraged to participate throughout the review and vetting process.

Modifications to the Framework and its related documents are shared and distributed to all partners. Ongoing reviews and feedback shall occur routinely. When Framework modifications have been vetted through the RDPWG and initial review conducted by partners, the RDPWG Chair/Co-Chair will present them to EMAC for review and endorsement. In accordance with King County Motion #10566, "Any draft regional plan proposed by the Emergency Management Advisory Committee (EMAC) should be submitted through each jurisdiction, special district, organization, or appropriate agency governing body for review and comment." Therefore, all updated documentation is presented for 'Open Comment' for at least 30 days. Emergency management partners are responsible for reviewing and vetting through their internal channels for any concerns and/or issues. Those concerns and/or issues that arise may be documented and sent to the King County Office of Emergency Management. All comments will be reviewed and addressed by the RDPWG, which will in turn recommend amendments and/or changes to EMAC for consideration and recommendation.

The RDPWG holds open meetings, keeps all partners apprised of work and products, and provides reports to EMAC. According to King County Motion #10566, the RDPWG in coordination with EMAC, will "...report to the regional policy committee periodically on its progress in developing the plan, and bring forward to the regional policy committee significant policy issues arising in the process."

### **Distribution**

EMAC will formally endorse the Framework and associated Agreement, and through their 'letter of endorsement,' begin encouraging adoption by partners (public, private, non-profit) within their respective jurisdiction, agency and/or organization. The King County Office of Emergency Management will be responsible for collecting, gathering and maintaining the emergency contact information for participating partners as well as the signatory sheets for those partners who are signatory to this Framework's associated Agreement.

In recognition of the expanding nature of this Framework and the partnerships it encourages, a comprehensive distribution list cannot be provided within this document. Please visit the King County Office of Emergency Management website for a full and current listing of partners to the Regional Coordination Framework and signatories to the associated Agreement.

<http://www.kingcounty.gov/safety/prepare/EmergencyManagementProfessionals.aspx>

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## I. Purpose, Scope, Situation Overview and Assumptions

### Purpose

The Regional Coordination Framework for Disasters and Planned Events facilitates a systematic, coordinated, and effective response to multi-agency or multi-jurisdictional disasters or planned events that occur within the geographic boundaries of King County, Washington. It provides a framework whereby cooperative relationships can be formed among public, private, tribal and non-profit organizations in order to accomplish this common goal. Through the implementation of this framework, the resources and capabilities of the public, private, tribal and non-profit sectors can be more efficiently utilized to minimize the loss of life and property and to protect the environmental and economic health within King County.

The Regional Coordination Framework is a voluntary guide to regional response and short term recovery actions. Signatory partners are those organizations from the public, private, tribal, and non-profit sectors in geographic King County that are committed to working together in accordance with this framework and have signed the associated Agreement. There is no preferential treatment or priority given to those partners who are signatory to the Agreement versus those who are not. The benefit of being a signatory partner to the RCF and the Agreement is to save time during a disaster by having decision making authority for jurisdictions already in place and on file.

### Scope

The RCF applies to any disaster or planned event that concurrently challenges multiple jurisdictions or multiple disciplines within King County or affects a single entity to such a degree that it relies upon external assistance. The Framework and the associated Agreement are intended to be utilized in conjunction with other state and local emergency plans, including but not limited to mutual aid agreements such as the Intra-state Mutual Aid System (within Washington State), the Emergency Management Assistance Compact (state-to-state), other public, non-governmental organization, tribal, or private sector agreements, and the Pacific Northwest Emergency Management Arrangement (States of Alaska, Idaho, Oregon and Washington and the Province of British Columbia).

The Framework addresses strategic response activities and allocation of incoming scarce resources for those disasters or planned events where normal emergency response processes and capabilities become overtaxed, or where there is a need for regional coordination of response operations shared situational awareness and coordinated public information due to the complexity or duration of the disaster(s). The

associated Agreement articulates the financial aspects of voluntarily participating in accordance with the Framework.

Although the focus is on disaster response, the Framework assumes future coordinated efforts to address regional protection, mitigation, preparedness, and recovery issues. Likewise, while relationships with other counties and neighboring jurisdictions are not specifically included in this Framework, they are not precluded from participating as a partner.

The framework describes five key areas of coordination:

- Direction and Coordination
- Information Collection, Analysis and Dissemination
- Public Information
- Communications
- Resource Management

### **Situation Overview**

Disasters and planned events can present unique challenges to the public and private sectors for the efficient and effective use of resources, the protection of lives and property, the protection of the regional economy, and the preservation of the environment or other essential functions. Natural or human-caused hazards may have impacts sufficient to require partners to seek assistance or manage emergency resources and supplies through use of this Framework. Specific information about natural or human-caused hazards may be accessed from emergency management jurisdictions.

### **Planning Assumptions**

- No perfect response is implied by the availability of this framework
- Local, regional, and state resources may not be sufficient to respond to all needs in a timely fashion
- Damages to regional infrastructure may result in unreliable communications and slow delivery or distribution of requested resources
- Impacts to some partners may require assistance from other partners, adjacent counties, the State of Washington, Emergency Management Assistance Compact partners, or the Federal Government and other entities
- Emergencies may require the establishment and/or multi-jurisdictional coordination of emergency actions
- Participation in the Regional Coordination Framework is voluntary

- Acquisition, use, and return of resources as well as the reimbursement for those resources are guided by the associated Agreement
- Regional policy decision-making participants will vary from disaster to disaster
- All partners will comply with federal, state, and local legal obligations
- The King County Office of Emergency Management (KCOEM) will serve as the lead for regional emergency management activities. KCOEM will activate the Regional Communications and Emergency Coordination Center (RCECC) in support of disaster response or planned event coordination, during which the RCECC will be the focal point for information sharing and regional resource coordination
- First responders will continue to be directed by their incident commanders
- Each partner will retain its own internal policies, processes, authorities, and obligations and organize and direct its internal organization continuity

## II. Concept of Operations

In the event of a disaster or planned event requiring central coordination at the RCECC, operational authority will remain with partners and local incident commanders. Local procedures will be followed and Emergency Operations Centers or Emergency Coordination Centers (EOCs or ECCs) staffed in accordance with partner plans. Procedures governing internal actions will be maintained by the partner. All necessary decisions affecting response, protective actions, and advisories will be made by those officials under their existing authorities, policies, plans, and procedures. Use of and adherence to the Regional Coordination Framework is voluntary.

The Framework provides a structure for disaster response operations that:

- Uses geographic divisions or zones of the county to:
  - Facilitate coordination of information sharing
  - Assist in the management of resource request processes, prioritization and tracking
- Provides centrally coordinated emergency functions within the region utilizing the King County RCECC
- Provides a mechanism for regional policy decision-making
- Augments existing mutual aid agreements by providing pre-designated legal and financial ground rules for the sharing of resources
- Is consistent with the National Incident Management System (NIMS) and is based on the Incident Command System (ICS)

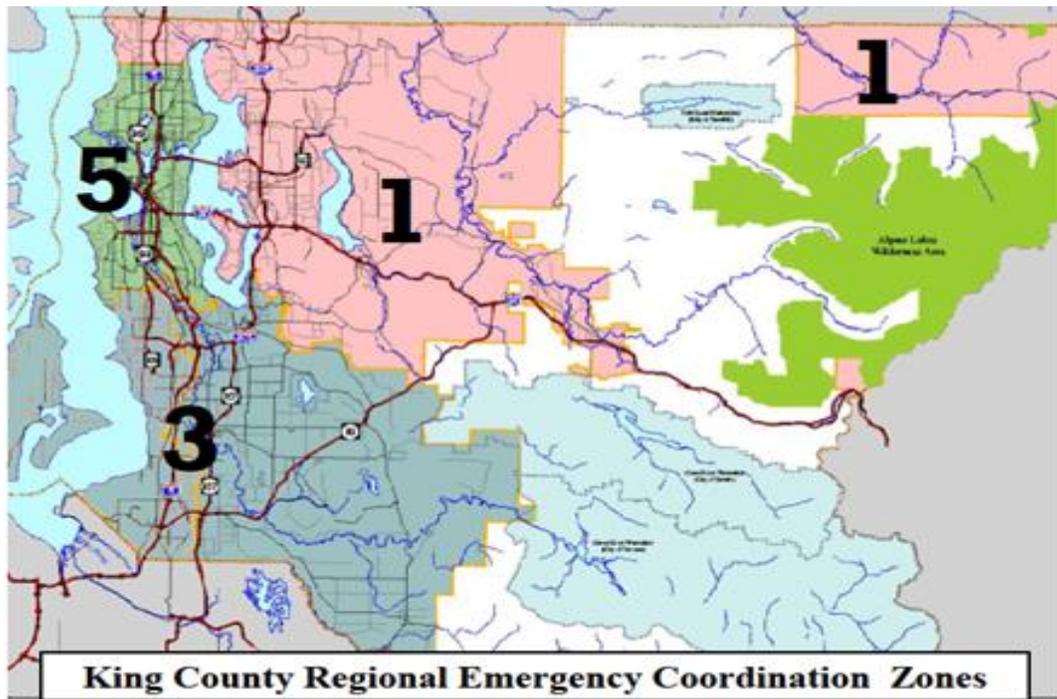


Figure 1: King County Emergency Coordination Zones (2012)

### **Geographic Divisions**

Predetermined geographic divisions of the County have facilitated efficient preplanning efforts as well as the sharing of information and coordination of priorities, operations, and application of resources during a disaster or planned event. The three Regional Emergency Coordination Zones correlate to the existing King County Fire Zones are (see Figure 1):

- Emergency Coordination Zone 1 – North and East King County
- Emergency Coordination Zone 3 – South King County
- Emergency Coordination Zone 5 - the City of Seattle

Each Zone may develop protocols and procedures for carrying out inter- and intra-zone coordination and response functions. During the response to a disaster or planned event, these zone coordination functions may operate through a Zone Coordinator from the King County RCECC or in a decentralized location.

Organizations that provide services throughout geographic King County (“regional service providers”) may not have the resources to coordinate their service delivery and response activities directly with all three Emergency Coordination Zones simultaneously. Instead, these regional service providers may provide a single point of coordination through the King County RCECC. Examples of regional service providers include: public health/medical, banking and finance, energy, transportation, information

and telecommunications, agriculture, emergency services, chemical industry, food, water, etc. Regional service providers may provide a representative directly to the affected zone and/or the King County RCECC.

### **Central Coordination**

Where central coordination of regional emergency actions is needed, the King County RCECC may provide a location from which to coordinate.

In accordance with the National Response Framework, the King County RCECC utilizes a hybrid response organization that embeds subject matter experts into the Incident Command System structure through Emergency Support Functions (ESFs). The ESFs, listed below, represent fifteen broad categories that enable subject matter expertise, like resources, and similar capabilities to be aligned into groups to aid coordination.

ESF 1 – Transportation	ESF 9 – Search & Rescue
ESF 2 – Communications	ESF 10 – Oil & Hazardous Materials
ESF 3 – Public Works & Engineering	ESF 11 – Agriculture & Natural Resources
ESF 4 – Fire Response	ESF 12 – Energy
ESF 5 – Emergency Management	ESF 13 – Public Safety & Security
ESF 6 – Mass Care, Housing, & Human Services	ESF 14 – Recovery
ESF 7 – Resource Management	ESF 15 – External Affairs
ESF 8 – Public Health, Medical and Mortuary Services	ESF 20 – Military Support to Civil Authorities

In its role as an Emergency Coordination Center, the King County RCECC facilitates operational response at the regional level and supports operational response activities that are managed at the local level; the RCECC does not make operational decisions for local jurisdictions or partners unless specifically requested. Rather, the RCECC facilitates regional support activities that have been developed collaboratively amongst the appropriate stakeholders, represented through the ESFs and Zone Coordinators.

When the RCECC has been activated, Zone Coordinators and regional service providers may coordinate their efforts from the King County RCECC, via their respective ESF Coordinator, the EOC/ECC of their local emergency management jurisdiction or most impacted partner. Coordination between regional service providers and partners may be from locations remote to the RCECC by electronic means. Healthcare organizations will coordinate through the Northwest Healthcare Response Network, which will in turn coordinate with emergency management jurisdictions through ESF 8, Public Health, Medical and Mortuary Services.

When the RCECC has not been staffed by ESFs, partners will continue to coordinate with other partners, contractors, or mutual aid partners and will brief their local EOC/ECC or emergency management office (with emergency management jurisdiction as defined in RCW 38.52) and the King County Office of Emergency Management (KCOEM) Duty Officer if appropriate. Partners should establish a relationship with their local emergency management jurisdiction in advance.

Once the RCECC has been activated, the RCECC will be contacted through the main RCECC email, radio talk group, or phone number. Information and resource requests will be directed to the most appropriate combination of zone coordinator(s), logistics, planning, or operations (ESFs) sections for their actions.

The King County RCECC Regional Communications and Emergency Coordination Center (KC RCECC) facility is located at 3511 NE 2<sup>nd</sup> Street, Renton, Washington, 98056.

### **Transition from regional response to regional long-term recovery**

Response efforts at the RCECC entail the immediate actions needed to protect lives and safety of the population, protect or affect temporary repairs to infrastructure, and protect property or the environment. Long-term recovery includes permanent repair, relocation, or replacement of that infrastructure or property. Long-term recovery may take months or many years depending on the nature of impacts. Long-term recovery and potential federal assistance to tribal nations, the public and private sectors is governed by the Stafford Act and other documents with specific terms including the Code of Federal Regulations and Treaties. A separate document addresses regional long-term recovery.

### **III. Responsibilities**

In accordance with Ordinance 17075, King County Government has the responsibility to foster cooperative planning within regional concepts to its emergency mitigation, preparedness, response, and recovery efforts and to serve as the coordinating entity for cities, county governmental departments and other appropriate agencies during incidents and events of regional significance. In addition, King County shall enter into mutual aid agreements in collaboration with private and public entities in an event too great to be managed without assistance.

When an emergency impacts regional King County, the King County RCECC and local EOCs or ECCs may be staffed to address the consequences of the emergency impacts to the public, government, and regional partners or to support regional first responders.

This section of the framework introduces the concept of a regional coordination process that may be needed to enact emergency powers, suspend or limit civil liberties, coordinate executive decisions, determine strategies for the allocation of scarce resources or transition into long term recovery. The diagram below describes the structure and relationship of regional organizations in response. Also, see Direction and Coordination as well as the Terms and Definitions at the end of this framework.

*All Signatory Partners will:*

- Identify an Emergency Point of Contact
- Work with their authorized emergency agency in their operations or coordination centers as identified under RCW 38.52.070
- Develop, maintain, and utilize internal emergency plans and procedures
- Direct information and resource communications to their local Emergency Operations or Coordination Center, or the RCECC Section as appropriate
- Equip and train a workforce to sustain emergency operations
- Participate in the development of this framework
- Seek and secure mutual aid documentation
- Abide by the caveats of the this Framework's associated Agreement
- Request regional decision-making on policy issues as needed

*The mechanism for regional policy coordination:*

- Collaboration on the execution of emergency powers, suspension or limitation of civil liberties
- Collaboration to establish strategic priorities for the allocation of limited resources in support of King County strategic goals and regional objectives
- Communicate with partners and the general public directly or to the public through the RCECC Joint Information Center (JIC)

*Elected and Appointed Officials will:*

- King County Executive will Serve as the facilitator of the mechanism for regional policy decision-making
- Establish and work through their authorized Emergency Operations or Coordination Centers
- Utilize their established emergency and continuity plans
- Identify Emergency Points of Contact for the jurisdiction with full authority to commit or request resources, personnel, and make decisions on behalf of the jurisdiction

## Regional Coordination Framework

- Work with and through their designated emergency managers for resource needs that cannot be filled within their jurisdiction, mutual aid agreements, available private sector sources, or within the emergency management zone
- Coordinate with private sector partners through their designated EOC or ECC
- Issue emergency proclamations and implement authorized emergency powers
- Coordinate selection and implementation of emergency powers through the mechanism for regional policy decision-making
- Abide by the caveats of the this Framework's associated Agreement

*RCECC Incident Manager will:*

- Direct RCECC coordination activities
- Recommend formation of and composition of a mechanism for regional policy decision-making
- Keep the those involved with regional policy decision-making informed of policy issues, incident coordination and progress
- Communicate regional policy decisions to the RCECC staff
- Recommend and have drafted a County emergency proclamation as needed
- Work with and direct the Joint Information Center and functional sections of the activated RCECC
- Host Zone Coordinators and regional partners as liaisons to the RCECC
- Establish and adjust regional objectives, identify policy issues, and allocate resources with input from Zone Coordinators and regional service providers
- Facilitate regional situational awareness, Common Operation Picture and information sharing with regional partners and the public
- Facilitate an effective and efficient resource management process

*RCECC Joint Information Center will:*

- Communicate information to the public and partners that may affect their lives, safety, health, property, or services
- Implement a Joint Information System to assist in coordinating public information

*Zone Coordinator(s) may:*

- Represent the cities within their designated zone in the RCECC
- Collect and communicate information to the RCECC and the Incident Manager
- Collaborate with the Incident Manager to establish and adjust regional objectives, identify policy issues, and allocate resources
- Direct partner representatives to seek resources within their zone before forwarding requests to the RCECC

## Regional Coordination Framework

- Request regional decision-making on policy issues with notice to the emergency managers
- Maintain situation awareness on needed policy issues and resource requests
- Make limited operational decisions on behalf of their designated zone
- Facilitate information sharing between RCECC and Zone

*RCECC Sections will:*

- Develop situational awareness and support information sharing throughout the region and up to the state.
- Receive, allocate, track resource issues from county departments and regional partners. Any resources that cannot be provided from within the geographic county shall be attained via contract or forwarded onto the state for action.
- Manage and retain documentation in support of the incident.
- Serve as network control for regional radio communications between regional Emergency Operations or Coordination Centers

*Local Authorized EOCs and ECCs will:*

- Work within their organization's and zone's resources and capabilities before requesting resources from the RCECC
- Communicate resource requests to the RCECC Logistics Section and their Zone Coordinator in the RCECC when availability within their zone has been exhausted
- Include private sector, non-governmental sector, and tribal nations in local EOC decisions, information sharing and resource management
- Utilize the appropriate mechanism for resource requests to the RCECC
- Support the functions and protocols established in this framework
- Have or can quickly get the authority to commit available equipment, services, and personnel to the (borrowing) organization
- Participate in decision making conference calls or physical meetings as appropriate and conditions allow

*Emergency Contact Points will:*

- Be in an established line of succession that includes names, addresses, and 24-hour phone numbers for each partner
- Make emergency contact information available to regional partners, King County OEM, and the RCECC when staffed
- Have or can quickly get the authority to commit available equipment, services, and personnel to the (borrowing) organization

## Regional Coordination Framework

- Participate in decision-making conference calls or physical meetings as appropriate and conditions allow

*Resource Lenders will:*

- Make available such resources as will not deter the Lender of the ability to continue efforts toward its own response objectives
- Abide by the conditions described in the this Framework's associated Agreement

*Resource Borrowers will:*

- First seek and exhaust access to resources within their organizational authority
- Seek mutual aid and commercial resources within their emergency management zone
- Request resources through the King County RCECC in accordance with the this Framework's associated Agreement

*State of Washington will:*

- Seek and accept damage reports and situation reports from the King County RCECC
- Accept and process resource requests received from the King County RCECC
- Seek sources of assistance to fill regional King County logistical needs
- Proclaim a state of emergency, if warranted

*Federal government will:*

- Provide response assistance to the State of Washington as available and requested under a state proclamation of emergency
- Direct appropriate federal agencies to lend assistance to the State of Washington where possible
- As appropriate, declare a state of emergency in support of response and recovery from the impacts of an emergency in Washington State and/or to regional tribal nations

**IV. Direction and Coordination**

The Regional Coordination Framework does not carry the authority of code. It is a voluntary agreement between partners to the Regional Coordination Framework and the associated Agreement and any annexes that may be crafted for the benefit of the region. King County and each authorized emergency management agency within King

## Regional Coordination Framework

County are required to have, maintain, and implement their own emergency plans in accordance with Revised Code of Washington (RCW) 38.52. Similarly, other public entities, private sector, non-governmental organizations (NGOs), and tribal nations may maintain plans that describe how they will direct and manage emergencies within their scope of authority. The National Incident Management System (NIMS), National Response Framework and King County Ordinance 17075 are the basis for the regional direction and coordination function described here.

### **Purpose**

The purpose of this section is to identify a mechanism for regional policy decision-making, a process for policy coordination and strategies for the allocation of limited resources to regional disasters within established criteria and priorities.

### **Situation and Scope**

Tactical direction and control of resources available to onsite/on scene incident commanders remains within the established organizational direction of the incident commander. See this Framework's associated Agreement.

Loaned employees remain the employees of the lending organization while under the direction of the borrowing organization during their assignment.

Where regional policy decision-making is needed, elected officials may enact emergency powers, suspend or limit civil liberties, coordinate executive decisions, determine strategies for the allocation of scarce resources under proclaimed emergencies. Regional Partners may not be bound by all of the regional decisions made. Decisions may impact regional partners that are not signatories to the Framework's associated Agreement.

All political subdivisions retain the authority to direct requests for assistance to the Washington State Governor's Office and the State Emergency Management EOC.

### **Establishing Regional Decision-Making**

Regional policy decision-making may be informed by the King County Executive, Local Health Officer, the legal representative(s) of cities and tribal nations as required by the disaster and subject matters experts, as necessary. Initial coordination between impacted regional partners may occur through the initiation of a conference call by the King County RCECC, the request for such coordination by one or more Zone Coordinators, or at the request of one or more partners. Subsequent meetings, whether at the RCECC or by conference call will be scheduled and announced to all authorized emergency management agencies in sufficient time to allow maximum participation.

Regional Coordination Framework

Coordination meetings and call announcements will include representatives from authorized emergency management agencies under RCW 38.52.070 and tribal nations. The interests of private sector and non-governmental organizations should be represented by their most appropriate authorized emergency management agency.

The King County Executive or designee will facilitate the meetings whether virtual or conducted at the RCECC. Partners and representatives participating in regional policy decision-making may vary from disaster to disaster depending on the experienced impacts to the region. All partner representatives must have the authority to represent their organization for consensus decision-making and commitment or request resources. Verification of personnel will be conducted internally through local EOCs or ECCs.

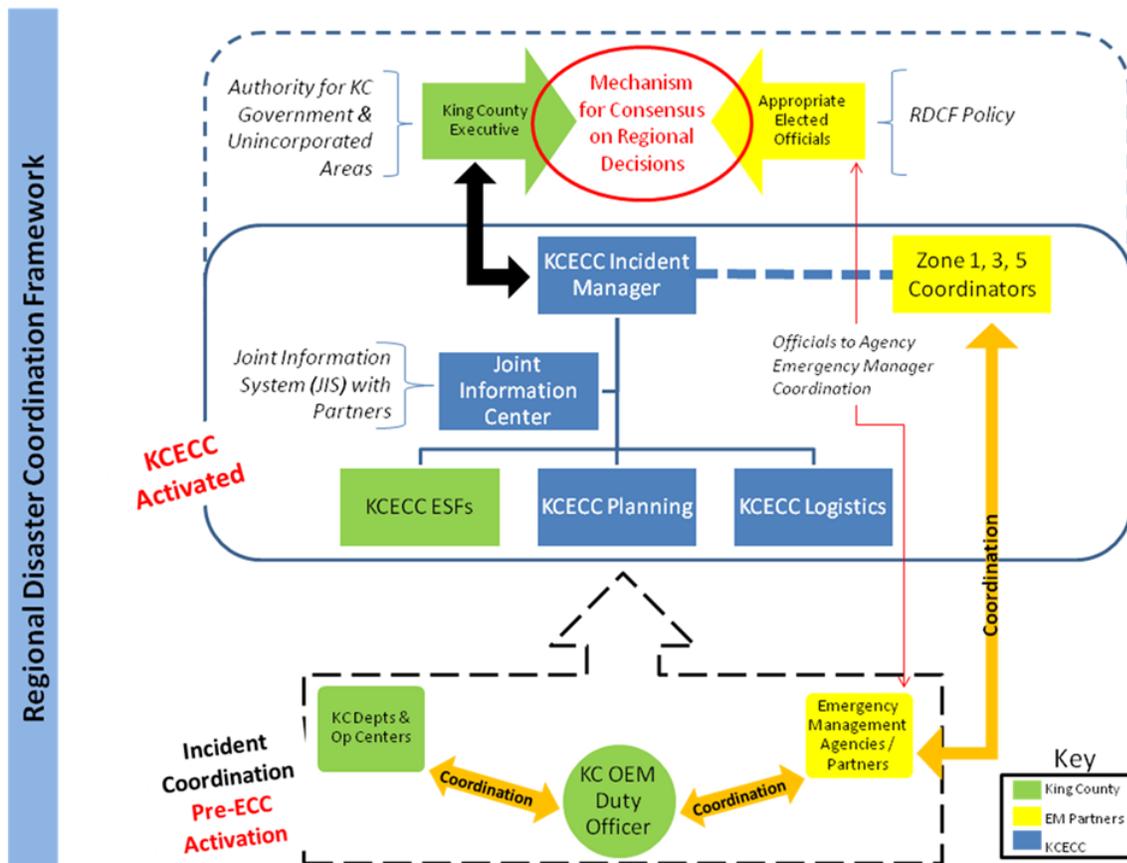


Figure 2: Information and escalation flow for regional policy decisions

**Establish regional response priorities, policies, and decisions**

Information guiding the decision-making process will be made available to all partners prior to the conference call or physical meeting.

Policy deliberations will occur between the County Executive and whichever cities and tribal nations are needed to participate in regional policy decision-making. When regional decision-making is needed, all attempts will be made to come to consensus on all decisions.

General criteria for policy decisions will include doing the most good possible within each category and may include but is not limited to:

- Preservation of life, safety and preservation of human health
- Caring for vulnerable populations
- Preservation of public infrastructure and property
- Protection of the regional economy
- Protection of the environment
- Preservation of private property

The King County Incident Manager will assign someone to document the announcement of the conference call and/or physical meeting, the participants and attendees, the agenda, decisions, next steps, and known or anticipated future conference calls or meetings times/dates and locations as may apply.

Policy decisions will be communicated through local Emergency Operations and Coordination Centers and disseminated via the Joint Information System.

## **V. Information Collection, Analysis, and Dissemination**

For the purposes of the Regional Coordination Framework, the collection, analysis, and dissemination of information include Situational Awareness and Public Information.

### **Situational Awareness**

Situational awareness is knowing what is going on around the region, understanding what needs to be done in the region, and distributing such information to regional partners.

### **Purpose**

The purpose of this section is to describe the process of how the region establishes and maintains situational awareness during regional incidents and events. This process is critical to effectively create stability, implement response, and undertake recovery within the region. With this process documented, the region will have a major component of its Common Operating Picture (COP) established.

## **Situation and Scope**

Situational awareness is developed by timely and accurate information about the level of impact, resources currently utilized in the response, resources available to support the response, and perceived needs of the jurisdiction, partner and public. Each entity manages the information and needs specific to that entity and its area of responsibility. When entities share their specific situational awareness with each other and partners develop an understanding of each other's impacts and needs, a Common Operating Picture (COP) is created. The development and management of situational awareness and a Common Operating Picture are vital to effective and efficient response and proactive planning on a regional level.

## **Responsibilities**

It is expected that all partners (public entities, tribal nations, private sector, and non-governmental organizations) manage their own situational awareness streams. When disasters occur, impacted partners will consolidate damage and situational information with their most appropriate emergency management jurisdiction EOC or ECC. Local EOCs and ECCs will relay all appropriate information to the King County RCECC. The region's situational awareness and Common Operating Picture are dependent on all streams of information.

The County Zone Coordinators will play a pivotal role by incorporating information from their related geographic areas into the region's COP. The King County RCECC will have the responsibility to collate these streams into a shared situational awareness as part of the region's COP.

## **Concept of Operations**

Information collection, analysis, and dissemination are critical elements that must be maintained before, during, and after a disaster. Through coordination and collaboration, KCOEM and regional partners support a regional information management strategy through all phases of emergency management with a particular emphasis on both preparedness and response to ensure a smooth transition into a response drive information management cycle.

Since situational awareness is part of a larger COP, an information management cycle (often referred as a reporting cycle) will be developed to facilitate regional partners providing their information streams. The cycle will identify when information will be collected and distributed.

The 24 hour cycle of the regional planning clock consists of two operational shifts within the RCECC, beginning at 0700 and 1900 respectively. In general, the RCECC will

compile information and publish it in a situation report every 12 hours. Additionally, snapshots, brief updates to the more complete situation report, may be generated every three hours. Partners are expected to maintain the capability to share and receive information and to actively participate in information sharing within the region.

Recognizing that not every incident will occur on a timetable to easily fit within the 24 hour planning clock established; the King County RCECC may adjust the planning clock as necessary but will always strive to attain a 0700 and 1900 cycle. One benefit of the planning clock is the pre-determined sequence of events that are necessary to best prepare for and inform critical decision making throughout the response coordination. The planning clock recognizes the importance of sequencing events where the collection and analysis of available information is followed by internal briefings, distribution of information to partners and the public, internal and external conference calls, and objective setting for future operational periods. The schedule of these information management steps recognizes the local and national media deadlines for the morning work commute (usually about 0430) and the evening commute deadline (usually about 1500).

Fundamental products of situational awareness such as snapshots, situation reports, etc., are designed to represent the current situation and ultimately project the future status of an incident or event. Essential elements of information will be identified for each disaster or planned event. At a minimum the following essential elements of information will be incorporated within snapshots and situation reports:

- Current situation or situation update
- Availability of regional services
- Local operation and coordination center activation status(es)
- Impact on and response by geographic area (i.e. city or zone) or Emergency Support Function (i.e. transportation, public health, utility, etc)

## **References**

- Zone 1, 3, and 5 Situation Report Templates
- KC RCECC Situation Report and Snapshot Templates
- King County CEMP
- List of Plans-Reference to “Plans Inventory”

## **VI. Public Information**

A cooperative and technically effective use of the media, Internet, social media channels, and community warning systems will provide the best chance of conveying life-safety and public awareness information to large numbers of at-risk people.

## **Purpose**

The purpose of this section is to establish a regional Joint Information System (JIS) that will support emergency response through the effective development, coordination, and dissemination of emergency public information in the event of a wide-spread emergency or disaster within King County. The expected outcomes of this coordinated planning effort are intended to facilitate:

- Coordinating communications between agencies, tribal nations, and organizations with the media and public for accurate and consistent messaging
- Establishing a central point for information distribution on behalf of partners needing public information assistance as well as facilitating regional information coordination
- Expanding the utility of electronic notification systems to include online multi-organizational systems to intentionally enhance information sharing amongst partners
- Establishing and/or utilizing redundant community warning systems to ensure messaging is sent to impacted areas by the most expedient means possible

## **Situation and Scope**

When multiple regional partners recognize a need to coordinate the distribution of emergency information to the public, a Joint Information System may provide a process for consistent messaging. A Joint Information System may include a wide range of public, private, non-governmental, or tribal partners to include partners from beyond the geographic boundaries of King County.

## **Responsibilities**

All partners are invited to contribute to this communication capability. While there are some agencies, prescribed by law or designated authority, that are responsible to enact specific systems, such as the Emergency Alert System and other jurisdictional or community warning systems (i.e. reverse 911 capabilities), it is with the combined and coordinated use of all our collective communication systems that we can reach the broadest number of people with the most accurate information.

### **Public and Tribal Entities**

E911 Centers in King County, The King County RCECC, Public Health - Seattle & King County, cities, special purpose districts, and Tribal EOC's, National Weather Service, Washington State Emergency Management Division, are all

examples of public sector organizations and Tribal Nations with warning and notification capabilities. These organizations use their access to electronic notification systems, websites, web based systems, reverse dialing from 911 database, social media, PIO's, media releases, phone banks, trap lines, and volunteers who hand deliver information to disseminate and receive critical information.

### **Private Sector**

Private partners can aid in warning and notification by coordinating the release of critical information or receiving information through their own internal communication processes and working within the Regional Joint Information System (see below for definition) to disseminate and receive critical information.

### **Non-Governmental Organizations (NGOs)**

Non-government organizational partners also aid in reaching the more vulnerable populations that may not receive warning messages from more traditional means. Ensuring that NGOs support the receipt and dissemination of critical information is critical to meeting the needs of vulnerable community members.

## **Concept of Operations**

This section assumes that regional partners will establish a public information function to provide emergency information and warning to their respective communities and constituent's before, during, and after a disaster or planned event. This emergency information function should include the coordination of information with other affected organizations. For the purposes of the Regional Coordination Framework, we are addressing the need to coordinate for a wide scale disaster with regional impacts.

## **Notification and Warning**

There are multiple warning systems that currently exist throughout all levels of government that provide alert and warning notification to governmental agencies as well as the public. Details on specific systems can be accessed through the appropriate local emergency management jurisdiction. Non-governmental, private and non-profit partners should be familiar with the various systems available through their respective emergency management jurisdiction. All partner organizations should also be familiar with the various systems utilized by partner emergency management jurisdictions to activate support personnel and Emergency Contact Points identified in accordance with this Framework. All partner organizations are encouraged to use their agency's email, social media sites, and phone systems to pass on appropriate warnings to employees and customers.

## **Joint Information Centers/System (JIC/JIS)**

Joint Information Centers (JICs) are physical and centralized locations from which public affairs and critical emergency information responsibilities are performed. JICs facilitate operation of a Joint Information System (JIS) – the mechanism used to organize, integrate, and coordinate information to ensure timely, accurate, accessible, and consistent messaging across multiple jurisdictions and organizations.

The King County RCECC will activate a regional JIC/JIS as needed to verify and align various streams of information, and release timely messages to the media, key stakeholders, and the general public. This information is issued in cooperation with affected jurisdictions, agencies, and organizations. Regional partners may be asked to send a representative to assist with JIC/JIS operations, either through direct support within the JIC or via remote access (phone, internet, video conferencing). This does not preclude any jurisdiction, agency, organization, or Tribal Nation from issuing information that pertains to them exclusively; however it is highly recommended that the regional JIC/JIS be informed of those communications.

### **References**

- King County CEMP ESF 15
- King County Emergency Coordination Center Operations Manual
- King County Public Information Officers (PIO) Procedures Guidelines
- Regional Joint Information Center (JIC) Manual

## **VII. Communication**

The ability to communicate through a variety of different mediums in order to share timely information and to gain accurate situational awareness is critical during disasters and planned events. During a large scale regional disaster it is paramount to sound decision-making.

### **Purpose**

The purpose of this section is to establish a communication process where regional partners will have the capability to access information “lines” to the King County RCECC, while establishing one central location to collect, prioritize, and disseminate information. These access modalities can generate from several different technologies. Redundant systems are in place for better odds of gaining access during times when many of these communication modes may not be functional.

## **Situation and Scope**

This section of the Framework describes the communications process and systems needed to manage information collection and distribution during a disaster or planned event as the organizational structure expands and contracts within geographic King County.

## **Responsibilities**

It is expected that all partner organizations will endeavor to obtain and maintain a variety of ways to communicate their status and resource needs to their respective emergency management jurisdiction and the King County RCECC during disasters and planned events. The King County Office of Emergency Management will test these internal communication systems on a regular basis to ensure communication connectivity with regional partners. Maintaining communication connectivity is critical to successful response during a disaster. It is expected that regional partners will work with KCOEM to maintain their internal communications systems, test them, and improve upon them as resources allow.

King County RCECC may act as a network control manager for radio frequencies and talk groups used to maintain situation awareness, support decision-making, manage resources, or to continue regional services.

## **Concept of Operations**

To facilitate internal communication for situational awareness, partners have a variety of means at their disposal to give and receive information.

Emergency communications includes tools, processes, interoperability, and redundancy that govern the management of information, warning and notifications, decision-making, and resource management. Survivable infrastructure is an important element of the support needed to ensure continuous communications within and between regional partners. Available tools may include email, regular phone service, cell phones, 800 MHz radios and talk groups, VHF radio frequencies, amateur radio, facsimiles, the internet, social media, reverse 911 programs, or other technology.

King County, in cooperation with other local jurisdictions and organizations, will support regional collaboration and information sharing. The RCECC will serve as the primary information hub for regional communications including a regional Common Operating Picture. Information on operational or policy topics may be posted as available.

## **References**

- King County Communications Plan
- Tactical Interoperable Communications Plan

## **VIII. Administration, Finance, and Logistics**

This section to the Regional Coordination Framework describes the maintenance of the document and the management of resources in response to emergency impacts to geographic King County. The financial management of costs and expenses incurred during an emergency is covered in the associated Agreement to this Framework.

### **Resource Management**

Mutual Aid is considered the pre-agreed sharing of resources between entities to support response activities. During a disaster or planned event, requests for mutual aid within the zone should be the first call for help. During a disaster or when requests for mutual aid cannot be granted, any threatened participating organization can request resources from other participating organizations. This document facilitates the sharing of resources amongst regional partners willing and able to share resources.

The Resources section of the Regional Coordination Framework Agreement addresses resource lending and borrowing protocols. When a disaster is large or complex enough to initiate an emergency proclamation from the city, county or state level; various emergency powers may be enacted to aid and support resource management. Only jurisdictional cities, counties and tribal nations can sign an emergency proclamation. If further support is needed, the chief elected official or their successor/designee of the affected partner will proclaim an emergency, and then contact their designated Zone Coordinator or other Point of Contact and/or the King County RCECC to request further assistance.

Assistance may be requested by using one of the following mechanisms:

- A request or supply of resources under the auspices of this Framework's associated Agreement, or
- A request or supply of resources under the auspices of Intra-State Mutual Aid or Emergency Management Assistance Compact, or
- A request or supply of resources under the auspices of another form of mutual aid or other assistance.

Resource management involves knowing what resources are available to the region or county (inventory), identifying them based on what they are and what they can do (type and kind) and developing procedures and protocols for their use (request, dispatch, demobilization/recall).

### **Purpose**

The purpose of this section is to describe a resource management process which regional partners within King County will follow in a disaster.

### **Situation and Scope**

This section of the Framework describes the processes for management of regional finance and logistics during and after a disaster impacting regional partners to the Regional Coordination Framework and associated Agreement. This Framework expands on those principals described under Intra-State Mutual Aid RCW 38.56 for sharing resources.

### **Responsibilities**

Regional partners will endeavor to obtain the ability identify, inventory, request, deploy, track and recall the critical resources needed to respond to, and recover from, any disaster.

Logistical and resource coordination will be through the three King County Emergency Coordination Zones and the King County Regional Communications and Emergency Coordination Center (RCECC).

The staff of the activated RCECC will coordinate and support regional resource management activities in collaboration with the region's Resource Management Workgroup through all phases of emergency management. Since resource management is critical to a successful resolution during a disaster, it is important that each regional partner commits to establish a process to describe, inventory, request, deploy and track resources within their jurisdictions and to work in a cooperative effort with the King County RCECC.

Equipment, supplies, and personnel needed by partner organizations should be sought first from within their own agency/jurisdictions/organization, other local sources, mutual aid agreements, then within the King County Fire/Emergency Management zone, and then from King County RCECC. Resource needs beyond the capacity of the local level and King County will be forwarded to the State of Washington or through the State to the Federal Government.

Regional Coordination Framework partners will follow the legal and financial guidelines established in the associated Agreement.

In situations where important resources are scarce, the regional decision-making mechanism may be utilized to recommend strategies for resource management. The King County Executive, or designee, still retains the authority for King County government resource priorities and distribution. As noted earlier and also reflected in the Framework's associated Agreement, all entities retain authority over their resources, and respective elected officials retain authority over their government resource priorities and distribution. See Direction and Coordination.

### **Concept of Operations**

King County Office of Emergency Management maintains a 24/7 duty officer capability to assist partners during events when coordination needs arise. When activated for disasters or planned events, the RCECC will be the focal point for resource management for all regional partners within King County, King County government and unincorporated areas.

KC RCECC, in cooperation with other local jurisdictions, will

- Provide technology to assist with the primary tasks associated with resource management
- Manage a process to describe, inventory, request and track resources
- Activate these systems before and during a disaster/event
- Dispatch resources before and during a disaster/event
- Deactivate/demobilize or recall resources during or after a disaster/event

The KC RCECC will accept resource requests utilizing information provided on accepted forms. The resource requests will be accepted by: phone, email, radio, facsimile, hardcopy or any verifiable electronic method. Confirmation of receipt with the requestor will be made as soon as possible.

Requests for resources should be stated in terms of need (i.e. type and kind, mission requirements, etc.) and the particular resource if known. Should clarification of the request be required, follow-up may be conducted by a RCECC Logistics Section staff member, appropriate Zone Coordinator, or appropriate ESF representative.

The KC RCECC will update the resource request status, ensuring full disclosure of where the request is within the process. All requested resources will be tracked through completion of assignment as many resources will be in high demand amongst the many regional partners within King County. Effective and efficient response coordination is

aided by expeditious reassignment of resources from partner to partner rather than having a high demand resource is completely demobilized from the disaster and returned to its parent organization prior to reassignment to another requesting partner.

The borrowing organization will maintain status and resource information for effective and efficient resource use. Resources committed to a disaster will remain available to that incident site until they are released by the on-scene command structure or re-called by their own organization.

When resources are no longer needed, they will be released and demobilized by the on-scene Incident Commander/Manager, the organization that made the initial request, or the RCECC Incident Manager. The requestor must ensure that the resource is in the agreed upon condition prior to returning to the lending agency or vendor. In addition, the requestor must communicate the resource status to the KC RCECC for tracking.

### **References**

- Memorandum of Understanding for Coordinated Policy and Decision Making During an Emergency
- Resource Typing System Governance Document
- King County CEMP ESF 7 Resource Support
- KC RCECC Resource Request Process
- Revised Code of Washington 38.56

## **IX. Document Development and Maintenance**

### **Planning Limitations**

This Framework and associated Agreement forge new territory as a cooperative agreement among public and private organizations, and as such, may not have completely anticipated the issues in public/private cooperation and resource sharing. During simulations, exercises, or real disaster, interactions may occur that illustrate shortcomings in the design that would require modifications or clarifications in this Framework.

In a situation where the King County RCECC cannot perform the duties outlined in this document, those duties could be assumed by the Washington State EOC.

Regional partners to this Framework will make every reasonable effort to prepare for their responsibilities identified within this document in the event of a disaster. However, all resources and systems are vulnerable to natural, technological and human caused

disasters and may be overwhelmed. Regional partners can only attempt to respond based on the situation, information and resources available at the time.

There is no guarantee implied by this Framework that a perfect response to a disaster or planned event will be practical or possible. Regional partners, including their officials and employees, shall not be liable for any claim based upon the exercise of, or failure to exercise or perform a public duty or a discretionary function or duty while carrying out the provisions of this Framework.

## **Training and Exercises**

### **Training**

Training is a vital component to helping all regional partners understand the purpose and scope of the document. Collaboratively, regional partners are responsible for training their organizations to the purpose, scope and operations of the Framework. The King County Office of Emergency Management is responsible for assisting potential partners with training their community or organization. The training effort can be accomplished through presentations to public, private and non-profit organizations on the benefits of working within the auspices of the Regional Coordination Framework.

### **Exercises**

Exercises are conducted to determine if the Framework is operationally sound. Exercises of the Regional Coordination Framework may be conducted collectively as a county region, by zone or by individual partner. Evaluations of exercises will identify strengths and weaknesses encountered during the exercise and may identify necessary changes to the document and components. In conjunction, training may also be identified to facilitate in overall effectiveness of the Framework and its support documents.

## **Ongoing Document Development and Maintenance**

This framework has been developed and will be regularly updated by the Regional Disaster Planning Work Group. The Work Group consists of representatives from regional partners and serves as a subcommittee to the King County Emergency Management Advisory Committee (EMAC), which in turn serves as an advisory entity to the King County Executive and the King County Office of Emergency Management (OEM).

The King County OEM will ensure continuity of the Regional Disaster Planning Work Group, which will coordinate updates to this document. King County OEM will maintain

and publish the Framework and supporting materials on the King County OEM web site at <http://www.kingcounty.gov/prepare>.

Suggested changes will be considered yearly and can be mailed to: King County Office of Emergency Management, 3511 NE 2<sup>nd</sup> Street, Renton WA 98056. Faxes will be received at (206) 205-4056. Telephone messages can be left at OEM's general number: (206) 296-3830. The King County OEM Plans Manager is the staff person specifically tasked with the maintenance of the Regional Coordination Framework, its associated Agreement and any annexes to the Framework.

Modifications to this Regional Coordination Framework and its associated Agreement will be developed by the Regional Disaster Planning Work Group and then submitted to the Emergency Management Advisory Committee for review and comment. Further vetting with regional partners beyond the membership of EMAC will also be conducted.

## **X. Terms and Definitions**

**'Agreement'** – refers to identical agreements executed in counterparts which bind the executing signatory partners to its terms and conditions to provide and receive Emergency Assistance. The terms and conditions of the Agreement are all identical and the execution of the Agreement binds a signatory partner to all other signatory partners who have executed identical Agreements in counterparts. To be effective for purposes of receiving Emergency Assistance, this Agreement and the Regional Coordination Framework must be fully executed and received by the King County Office of Emergency Management.

**'Borrower'** – refers to a signatory partner who has adopted, signed and subscribes to the associated Agreement, and has made a request for emergency assistance and has received commitment(s) to deliver emergency assistance pursuant to the terms of the Agreement.

**'Disaster'** – refers to but is not limited to, a human-caused or natural event or circumstance within the area of operation of any participating partner causing or threatening loss of life, damage to the environment, injury to person or property, human suffering or financial loss, such as: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, act of terrorism or sabotage; said event being or is likely to be beyond the capacity of the affected signatory partner, in terms of personnel, equipment and facilities, thereby requiring emergency assistance.

## Regional Coordination Framework

'Emergency Contact Points' – refers to the persons, in a line of succession, listed on the Emergency Contact Information Form to be submitted to the Zone Coordinator and the King County Office of Emergency Management by each partner. The list includes names, addresses, and 24-hour phone numbers of the Emergency Contact Points of each partner. The people listed as Emergency Contact Points will have (or can quickly get) the authority of the partner to commit available equipment, services, and personnel for the organization. Note: The phone number of a dispatch office staffed 24 hours a day that is capable of contacting the Emergency Contact Point(s) is acceptable.

'Emergency Operations or Coordination Center (EOC/ECC)' – refers to a location from which coordination of emergency response and recovery functions can be hosted.

'Framework' – 'Regional Coordination Framework for Public and Private Organizations in King County' ("Framework") means an all-hazards architecture for collaboration and coordination among jurisdictional, organizational and business entities during emergencies in King County.

'Lender' – refers to a signatory partner who has signed the Agreement and has agreed to deliver Emergency Assistance to another signatory partner pursuant to the terms and conditions of the Agreement.

'Long-term Recovery' – (FEMA description) refers to the phase of recovery that may continue for months or years and addresses complete redevelopment and revitalization of the impacted area.

'National Incident Management System' (NIMS) – (FEMA description) refers to the systematic, proactive approach to guide departments and agencies at all levels of government, nongovernmental organizations, and the private sector to work seamlessly to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity, in order to reduce the loss of life and property and harm to the environment.

'RCECC' – refers to the King County Regional Communications and Emergency Coordination Center; the location from which information and resource management is conducted in support of disasters or planned events.

'Region' – refers to geographic King County and its adjacent jurisdictions.

'Regional Partners' – refers to all public, private, non-governmental, or tribal organizations that may or may not be signatory/subscribing organizations to the Regional Coordination Framework, the associated Agreement and its annexes.

## Regional Coordination Framework

'Regional Policy Decision-Making' – refers to the mechanism established to enact emergency powers, suspend or limit civil liberties, coordinate executive decisions, and/or determine strategies for the allocation of scarce resources under proclaimed emergencies.

'Regional Service Providers' – refers to those organizations, both public and private, that provide services to the region. These may include but are not limited to: adult and juvenile detention facilities, water and sewer utilities, power companies, transit, food distribution, or other services.

'Response' - (FEMA description) refers those capabilities necessary to save lives, protect property and the environment, and meet basic human needs after a disaster has occurred.

'Short Term Recovery' – (FEMA description) refers to the phase of recovery which addresses the health and safety needs beyond rescue, the assessment of the scope of damages and needs, the restoration of basic infrastructure and the mobilization of recovery organizations and resources including restarting and/or restoring essential services for recovery decision-making.

'Signatory Partners' – refers to those organizations signatory to the associated Agreement of the current Regional Coordination Framework.

'Zone(s)' – refers to those geographic areas conforming to the fire response zones in King County and designated Zone 1 (north and northeast county), Zone 3 (south and southeast county to include Vashon Island), and Zone 5 (the City of Seattle).

'Zone Coordination Function' – refers to those activities that may include pre-planning, training, or information collection and resource status activities within a particular Zone.

'Zone Coordinators' – refers to those individuals who may perform the Zone Coordination Function.

## **XI. Authorities and References**

### **RCW 38.52.070 (summary)**

Incorporated jurisdictions in King County are mandated by RCW 38.52.070 to perform emergency management functions within their jurisdictional boundaries. Although

special purpose jurisdictions and private businesses are not mandated under RCW 38.52, this framework allows such entities to participate in this regional response plan.

### **RCW 38.56 Intrastate Mutual Aid System (summary)**

Code that describes the sharing of resources between political subdivisions of Washington State, documents like mutual aid agreements, and others governing the terms under which resource may be borrowed, loaned, and reimbursement protocols.

### **King County Ordinance 17075, May 2, 2011**

The King County Office of Emergency Management is tasked with regional coordination in disaster preparedness, response, recovery and mitigation by King County ordinance 17075.

*Excerpts:* “The mission of the office of emergency management shall be to provide for the effective direction, control, and coordination of county government emergency services functional units, to coordinate with other governments and the private, non-governmental sector, in compliance with a state-approved comprehensive emergency management plan, and to serve as the coordinating entity for cities, county governmental departments, and other appropriate agencies during incidents and events of regional significance.

And,

“Foster cooperative planning at all levels to enable a uniform and rational approach to the coordination of multi-agency and multi-jurisdictional actions for all regional mitigation, preparedness, response, and recovery efforts.”

### **The Washington Mutual Aid Compact (WAMAC)**

The Washington Mutual Aid Compact (WAMAC) is the operational implementation of the Intrastate Mutual Aid System and provides for resource sharing between governments in response to a disaster which overwhelms local and mutual aid resources. The elements of this Regional Coordination Framework are designed to work in conjunction with the operational elements of WAMAC.

### **Mutual Aid Agreements**

Any participating organization may enter into separate emergency assistance or mutual aid agreements with any other entity. No such separate agreement shall terminate any responsibility under the Regional Coordination Framework or associated Agreement.



## **AGREEMENT**

# Regional Coordination Framework for Disasters and Planned Events

for Public and Private Organizations  
in King County, Washington

**February 2014**

## Regional Coordination Framework AGREEMENT

**Updating Process of former “Omnibus Legal and Financial Agreement”**

As the development of the ‘Regional Disaster Plan’ began in 1999, there was also a need to create a ‘mechanism to share resources.’ The Plan focused on establishing a cooperative and voluntary platform linking private businesses, nonprofit organizations, government agencies, and special purpose districts. A legal document was needed to address emergency assistance covering the legal and financial obligations of partners sharing personnel, equipment materials and/or support during a disaster.

Back in 1999 to 2001, legal advisors from King County Prosecuting Attorney’s Office and several other public and private entities worked together to frame the appropriate legal and liability language forming the ‘Omnibus Legal and Financial Agreement.’ The Agreement withstood the legal review and approval of many public, private and nonprofit organizations that thereafter signed onto the Plan and Omnibus.

As the Plan transitioned and evolved into the ‘Framework,’ the time was also appropriate to revisit the Omnibus. Over the twelve year tenure of the Omnibus, mutual aid methodology and practices had evolved at the regional, State and Federal levels; as well as alterations in the Federal Emergency Management Agency (FEMA) public assistance arena.

In 2012 a subcommittee of the Regional Disaster Planning Work Group began the process to revisit the Omnibus language. The subcommittee consisted of legal advisors from King County, City of Auburn and City of Seattle and emergency managers from King County, Seattle, Bellevue, Zone 1, Zone 3 and Washington State. Through several meetings leveraging the guidance and expertise of the legal and mutual aid subject matter experts involved, the subcommittee finalized the current draft of the ‘*AGREEMENT for Organizations Participating in the Regional Coordination Framework for Disasters and Planned Event for Public and Private Organizations in King County, Washington.*’ A large percentage of the original language has stayed the same with a few language and terminology updates. The key areas of adjustment include:

<b>New Changes</b>
Document re-titled to ‘Agreement’ – simpler title; Replaced ‘Omnibus Legal and Financial Agreement’
Replaced ‘Plan’ wording throughout document with ‘Framework’
Replaced ‘Omnibus’ wording throughout document with ‘Agreement’
Terminology changes made by replacing ‘borrower’ and ‘lender’ with ‘requester’ and ‘responder’
Adjusted language in ‘Article I – Applicability’ to say “...located in King County.”; Replaced “...in and bordering geographic King County.”
Updated verbiage in ‘Article II – Definitions’ on ‘Basic Plan’ and ‘Package’ since it is now a ‘Framework’
Cleaned-up language in ‘Article II – Definitions’ on ‘Emergency’

## Regional Coordination Framework AGREEMENT

Cleaned-up language in ‘Article II – Definitions’ on ‘Emergency Contact Points’
Updated respective sections with correct King County Office of Emergency Management address; Former ‘7300 Perimeter Road’ address
Updated verbiage in ‘Article IV – Role of Emergency Contact Point for Signatory Partners
Renaming to and cleaned-up language in ‘Article VI – Payment and Billing’; Formerly titled ‘Article VI – Payment for Services and Assistance’
Cleaned-up language in ‘Article VIII – Requests for Emergency Assistance’
Removed section ‘IX – General Nature of Emergency Assistance’; Repetitive of existing language
Renaming to ‘Article IX – Provision of Equipment’; Formerly ‘Article X – Loans of Equipment’
Renaming to ‘Article X – Provision of Materials and Supplies’; Formerly ‘Article XI – Exchange of Materials and Supplies’
Renaming to ‘Article XI – Provision of Personnel’; Formerly ‘Article XII – Loans of Personnel’
Renaming to and cleaned-up language ‘Article XII – Record Keeping’; Formerly ‘Article XIII – Record keeping’
Renaming to and cleaned-up language ‘Article XIII – Indemnification, Limitation of Liability, and Dispute Resolution’; Formerly ‘Article XIV – Indemnification and Limitation of Liability’
Articles following have been renumbered and renamed appropriately

## Regional Coordination Framework AGREEMENT

**AGREEMENT**

*for organizations participating in the  
Regional Coordination Framework for Disasters and Planned Events  
for Public and Private Organizations in King County, Washington*

This AGREEMENT (“Agreement”) is entered into by the public and private organizations who become signatories hereto (“Signatory Partners”) to facilitate the provision of Emergency Assistance to each other during times of emergency.

**WHEREAS**, the Signatory Partners have expressed a mutual interest in the establishment of an Agreement to facilitate and encourage Emergency Assistance among participants; and

**WHEREAS**, the Signatory Partners do not intend for this Agreement to replace or infringe on the authority granted by any federal, state, or local governments, statutes, ordinances, or regulations; and

**WHEREAS**, in the event of an emergency, a Signatory Partner may need Emergency Assistance in the form of supplemental personnel, equipment, materials or other support; and

**WHEREAS**, each Signatory Partner may own and maintain equipment, stocks materials, and employs trained personnel for a variety of services and is willing, under certain conditions, to provide its supplies, equipment and services to other Signatory Partners in the event of an emergency; and

**WHEREAS**, the proximity of the Signatory Partners to each other enables them to provide Emergency Assistance to each other in emergency situations.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, each Signatory Partner agrees as follows:

**Article I - APPLICABILITY.**

A private or public organization located in King County, Washington, may become a Signatory Partner by signing this Agreement and becoming bound thereby. This Agreement may be executed in multiple counterparts.

## Regional Coordination Framework AGREEMENT

**Article II - DEFINITIONS.**

- A. 'Assistance Costs' means any direct material costs, equipment costs, equipment rental fees, fuel, and the labor costs that are incurred by the Responder in providing any asset, service, or assistance requested.
- B. 'Emergency' means an event or set of circumstances that qualifies as an emergency under any applicable statute, ordinance, or regulation.
- C. 'Emergency Assistance' means employees, services, equipment, materials, or supplies provided by a Responder in response to a request from a Requester.
- D. 'Emergency Contact Points' means persons designated by each Signatory Partner who will have (or can quickly get) the authority to commit available equipment, services, and personnel for their organization.
- E. 'King County Emergency Management Advisory Committee ("EMAC")' is the Committee established in King County Code 2.36.055.
- F. 'Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County' ("Framework") means an all hazards architecture for collaboration and coordination among jurisdictional, organizational, and business entities during emergencies in King County.
- G. 'Requester' means a Signatory Partner that has made a request for Emergency Assistance.
- H. 'Responder' means a Signatory Partner providing or intending to provide Emergency Assistance to a Requester.
- I. 'Signatory Partner' means any public or private organization in King County, WA, that enters into this Agreement by signature of a person authorized to sign.
- J. 'Termination Date' is the date upon which this agreement terminates pursuant to Article V.

## Regional Coordination Framework AGREEMENT

**Article III - PARTICIPATION.**

Participation in this Agreement, and the provision of personnel or resources, is purely voluntary and at the sole discretion of the requested Responder. Signatory Partners that execute the Agreement are expected to:

- A. Identify and furnish to all other Signatory Partners a list of the Organization's current Emergency Contact Points together with all contact information; and .
- B. Participate in scheduled meetings to coordinate operational and implementation issues to the maximum extent possible.

**Article IV - ROLE OF EMERGENCY CONTACT POINT FOR SIGNATORY PARTNERS.**

Signatory Partners agree that their Emergency Contact Points or their designees can serve as representatives of the Signatory Partner in any meeting to work out the language or implementation issues of this Agreement.

The Emergency Contact Points of a Signatory Partner shall:

- A. Act as a single point of contact for information about the availability of resources when other Signatory Partners seek assistance.
- B. Maintain a manual containing the Framework, including a master copy of this Agreement (as amended), and a list of Signatory Partners who have executed this Agreement.
- C. Each Signatory Partner will submit its Emergency Contact Information Form to the King County Office of Emergency Management ("KCOEM"). KCOEM will maintain a list showing the succession in all the Signatory Partners. This list will include names, addresses, and 24-hour phone numbers of the Emergency contact points (2-3 deep) of each Signatory Partner. Note: the phone number of a dispatch office staffed 24 hours a day that is capable of contacting the Emergency contact point(s) is acceptable.

**Article V - TERM AND TERMINATION.**

- A. This Agreement is effective upon execution by a Signatory Partner.

## Regional Coordination Framework AGREEMENT

- B. A Signatory Partner may terminate its participation in this Agreement by providing written termination notification to the EMAC, care of the KCOEM, 3211 NE 2<sup>nd</sup> Street, Renton WA 98056, or by Fax at 206-205-4056. Notice of termination becomes effective upon receipt by EMAC which shall, in turn, notify all Signatory Partners. Any terminating Signatory Partner shall remain liable for all obligations incurred during its period of participation, until the obligation is satisfied.

### **Article VI - PAYMENT AND BILLING.**

- a. Requester shall pay to Responder all valid and invoiced Assistance Costs within 60 days of receipt of Responder's invoice, for the Emergency Assistance services provided by Responder. Invoices shall include, as applicable, specific details regarding labor costs, including but not limited to the base rate, fringe benefits rate, overhead, and the basis for each element; equipment usage detail and, material cost breakdown.
- b. In the event Responder provides supplies or parts, Responder shall have the option to accept payment of cash or in-kind for the supplies or parts provided.
- c. Reimbursement for use of equipment requested under the terms of this Agreement, such as construction equipment, road barricades, vehicles, and tools, shall be at the rate mutually agreed between Requester and Responder. The rate may reflect the rate approved and adopted by the Responder, a rate set forth in an industry standard publication, or other rate.

### **Article VII - INDEPENDENT CONTRACTOR.**

Responder shall be and operate as an independent contractor of Requester in the performance of any Emergency Assistance. Employees of Responder shall at all times while performing Emergency Assistance continue to be employees of Responder and shall not be deemed employees of Requester for any purpose. Wages, hours, and other terms and conditions of employment of Responder shall remain applicable to all of its employees who perform Emergency Assistance. Responder shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation. Requester shall not be responsible for paying any wages, benefits, taxes, or other compensation directly to the Responder's employees. The costs associated with requested personnel are subject to the reimbursement process outlined in Article XI. In no event shall Responder or its officers, employees, agents, or representatives be authorized (or

## Regional Coordination Framework AGREEMENT

represent that they are authorized) to make any representation, enter into any agreement, waive any right or incur any obligation in the name of, on behalf of or as agent for Requester under or by virtue of this Agreement.

**Article VIII - REQUESTS FOR EMERGENCY ASSISTANCE.**

Requests for Emergency Assistance shall be made by a person authorized by the Requester to make such requests and approved by a person authorized by Responder to approve such requests. If this request is verbal, it must be confirmed in writing within thirty days after the date of the request.

**Article IX - PROVISION OF EQUIPMENT.**

Provision of equipment and tools loans is subject to the following conditions:

1. At the option of Responder, equipment may be provided with an operator. See Article XI for terms and conditions applicable to use of personnel.
2. Provided equipment shall be returned to Responder upon release by Requester, or immediately upon Requester's receipt of an oral or written notice from Responder for the return of the equipment. When notified to return equipment to Responder, Requester shall make every effort to return the equipment to Responder's possession within 24 hours following notification. Equipment shall be returned in the same condition as when it was provided to Requester.
3. During the time the equipment has been provided, Requester shall, at its own expense, supply all fuel, lubrication and maintenance for Responder's equipment. Requester shall take proper precaution in its operation, storage and maintenance of Responder's equipment. Equipment shall be used only by properly trained and supervised operators. Responder shall endeavor to provide equipment in good working order. All equipment is provided "as is", with no representations or warranties as to its condition, fitness for a particular purpose, or merchantability.
4. Responder's cost related to the transportation, handling, and loading/unloading of equipment shall be chargeable to Requester. Responder shall submit copies of invoices from outside sources that perform such services and shall provide accounting of time and hourly costs for Responder's employees who perform such services.

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5. Without prejudice to Responder's right to indemnification under Article XIII herein, in the event equipment is lost, stolen or damaged from the point the Requestor has the beneficial use of the equipment, or while in the custody and use of Requester, or until the Requestor no longer has the beneficial use of the equipment, Requester shall reimburse Responder for the reasonable cost of repairing or replacing said damaged equipment. If the equipment cannot be repaired within a time period required by Responder, then Requester shall reimburse Responder for the cost of replacing such equipment with equipment which is of equal condition and capability. Any determinations of what constitutes "equal condition and capability" shall be at the discretion of Responder. If Responder must lease or rent a piece of equipment while Responder's equipment is being repaired or replaced, Requester shall reimburse Responder for such costs. Requester shall have the right of subrogation for all claims against persons other than parties to this Agreement that may be responsible in whole or in part for damage to the equipment. Requester shall not be liable for damage caused by the sole negligence of Responder's operator(s).

#### **Article X - PROVISION OF MATERIALS AND SUPPLIES.**

Requester shall reimburse Responder in kind or at Responder's actual replacement cost, plus handling charges, for use of partially consumed, fully consumed, or non-returnable materials and supplies, as mutually agreed between Requester and Responder. Other reusable materials and supplies which are returned to Responder in clean, damage-free condition shall not be charged to the Requester and no rental fee will be charged. Responder shall determine whether returned materials and supplies are "clean and damage-free" and shall treat material and supplies as "partially consumed" or "non-returnable" if found to be damaged.

#### **Article XI - PROVISION OF PERSONNEL.**

Responder may, at its option, make such employees as are willing to participate available to Requester at Requester's expense equal to Responder's full cost, including employee's salary or hourly wages, call back or overtime costs, benefits and overhead, and consistent with Responder's personnel union contracts, if any, or other conditions of employment. Costs to feed and house Responder's personnel, if necessary, shall be chargeable to and paid by Requester. Requester is responsible for assuring such arrangements as may be necessary for the safety, housing, meals, and transportation to and from job sites/housing sites (if necessary) for Responder's personnel. Responder shall bill all costs to Requester, who is responsible for paying

## Regional Coordination Framework AGREEMENT

all billed costs. Responder may require that its personnel providing Emergency Assistance shall be under the control of their regular leaders, but the organizational units will come under the operational control of the command structure of Requester. Responder's employees may decline to perform any assigned tasks if said employees judge such task to be unsafe. A request for Responder's personnel to direct the activities of others during a particular response operation does not relieve Requester of any responsibility or create any liability on the part of Responder for decisions and/or consequences of the response operation. Responder's personnel may refuse to direct the activities of others. Responder's personnel holding a license, certificate, or other permit evidencing qualification in a professional, mechanical, or other skill, issued by the state of Washington or a political subdivision thereof, is deemed to be licensed, certified, or permitted in any Signatory Partner's jurisdiction for the duration of the emergency, subject to any limitations and conditions the chief executive officer and/or elected and appointed officials of the applicable Signatory Partners jurisdiction may prescribe in writing. When notified to return personnel to Responder, Requester shall make every effort to return the personnel to Responder promptly after notification.

## **Article XII - RECORD KEEPING.**

Time sheets and/or daily logs showing hours worked and equipment and materials used or provided by Responder will be recorded on a shift-by-shift basis by the Responder and will be submitted to Requester as needed. If no personnel are provided, Responder will submit shipping records for materials and equipment, and Requester is responsible for any required documentation of use of material and equipment for state or federal reimbursement. Under all circumstances, Requester remains responsible for ensuring that the amount and quality of all documentation is adequate to enable reimbursement.

## **Article XIII – INDEMNIFICATION, LIMITATION OF LIABILITY, AND DISPUTE RESOLUTION.**

A. INDEMNIFICATION. Except as provided in section B., to the fullest extent permitted by applicable law, Requester releases and shall indemnify, hold harmless and defend each Responder, its officers, employees and agents from and against any and all costs, including costs of defense, claims, judgments or awards of damages asserted or arising directly or indirectly from, on account of, or in connection with providing, or declining to provide, or not being asked to provide, Emergency Assistance to Requester, whether arising before, during, or after performance of the Emergency Assistance and whether suffered by any of the Signatory Partners or any other person or entity.

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Requester agrees that its obligation under this section extends to any claim, demand and/or cause of action brought by or on behalf of any of its employees, or agents. For this purpose, Requester, by mutual negotiation, hereby waives, as respects any indemnitee only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW of the State of Washington and similar laws of other states.

**B. ACTIVITIES IN BAD FAITH OR BEYOND SCOPE.** Any Signatory Partner shall not be required under this Agreement to indemnify, hold harmless and defend any other Signatory Partner from any claim, loss, harm, liability, damage, cost or expense caused by or resulting from the activities of any Signatory Partners' officers, employees, or agents acting in bad faith or performing activities beyond the scope of their duties.

**C. LIABILITY FOR PARTICIPATION.** In the event of any liability, claim, demand, action or proceeding, of whatever kind or nature arising out of rendering of Emergency Assistance through this Agreement, Requester agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each Signatory Partner, whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand, or other proceeding, is the execution and approval of this Agreement.

**D. DELAY/FAILURE TO RESPOND.** No Signatory Partner shall be liable to another Signatory Partner for, or be considered to be in breach of or default under, this Agreement on account of any delay in or failure to perform any obligation under this Agreement, except to make payment as specified in this Agreement.

**E. MEDIATION AND ARBITRATION.** If a dispute arises under the terms of this Agreement, the Signatory Partners involved in the dispute shall first attempt to resolve the matter by direct negotiation. If the dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

**F. SIGNATORY PARTNERS LITIGATION PROCEDURES.** Each Signatory Partner seeking to be released, indemnified, held harmless or defended under this Article with respect to any claim shall promptly notify Requester of such claim and shall not settle such claim without the prior consent of Requester. Such Signatory Partners shall have the right to

## Regional Coordination Framework AGREEMENT

participate in the defense of said claim to the extent of its own interest. Signatory Partners' personnel shall cooperate and participate in legal proceedings if so requested by Requester, and/or required by a court of competent jurisdiction.

#### **Article XIV - SUBROGATION.**

A. **REQUESTER'S WAIVER.** Requester expressly waives any rights of subrogation against Responder, which it may have on account of, or in connection with, Responder providing Emergency Assistance to Requester under this Agreement.

B. **RESPONDER'S RESERVATION AND WAIVER.** Responder expressly reserves its right to subrogation against Requester to the extent Responder incurs any self-insured, self-insured retention or deductible loss. Responder expressly waives its rights to subrogation for all insured losses only to the extent Responder's insurance policies, then in force, permit such waiver.

#### **Article XV - WORKER'S COMPENSATION AND EMPLOYEE CLAIMS.**

Responder's employees, officers or agents, made available to Requester, shall remain the general employees of Responder while engaged in carrying out duties, functions or activities pursuant to this Agreement, and each Signatory Partner shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers' compensation, and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each Signatory Partner shall provide worker's compensation in compliance with statutory requirements of the state of residency.

#### **Article XVI - MODIFICATIONS.**

Modifications to this Agreement must be in writing and will become effective upon approval by a two-thirds affirmative vote of the Signatory Partners. Modifications must be signed by an authorized representative of each Signatory Partner. EMAC will be the coordinating body for facilitating modifications of this Agreement.

#### **Article XVII- NON-EXCLUSIVENESS AND PRIOR AGREEMENTS.**

## Regional Coordination Framework AGREEMENT

This Agreement shall not supersede any existing mutual aid agreement or agreements between two or more governmental agencies, and as to assistance requested by a party to such mutual aid agreement within the scope of the mutual aid agreement, such assistance shall be governed by the terms of the mutual aid agreement and not by this Agreement. This Agreement shall, however, apply to all requests for assistance beyond the scope of any mutual aid agreement or agreements in place prior to the event.

**Article XVIII - GOVERNMENTAL AUTHORITY.**

This Agreement is subject to laws, rules, regulations, orders, and other requirements, now or hereafter in effect, of all governmental authorities having jurisdiction over the emergencies covered by this Agreement or the Signatory Partner. Provided that a governmental authority may alter its obligations under this Agreement only as to future obligations, not obligations already incurred.

**Article XIX - NO DEDICATION OF FACILITIES.**

No undertaking by one Signatory Partner to the other Signatory Partners under any provision of this Agreement shall constitute a dedication of the facilities or assets of such Signatory Partners, or any portion thereof, to the public or to the other Signatory Partners. Nothing in this Agreement shall be construed to give a Signatory Partner any right of ownership, possession, use or control of the facilities or assets of the other Signatory Partners.

**Article XX - NO PARTNERSHIP.**

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among the Signatory Partners or to impose any partnership obligation or liability upon any Signatory Partner. Further, no Signatory Partner shall have any undertaking for or on behalf of, or to act as or be an agent or representative of, or to otherwise bind any other Signatory Partner.

**Article XXI - NO THIRD PARTY BENEFICIARY.**

Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party. This Agreement shall not confer any right, or remedy upon any person other than the Signatory Partners. This Agreement shall not release or discharge any obligation or liability of any third party to any Signatory Partners.

**Article XXII - ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement and supersedes any and all prior agreements of the Parties, with respect to the subject matters hereof.

**Article XXIII - SUCCESSORS AND ASSIGNS.**

This Agreement is not transferable or assignable, in whole or in part, and any Signatory Partner may terminate its participation in this Agreement subject to Article V.

**Article XXIV - GOVERNING LAW.**

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of Washington State.

**Article XXV - VENUE.**

Any action which may arise out of this Agreement shall be brought in Washington State and King County. Provided, that any action against a participating County may be brought in accordance with RCW 36.01.050.

**Article XXVI - TORT CLAIMS.**

It is not the intention of this Agreement to remove from any of the Signatory Partners any protection provided by any applicable Tort Claims Act. However, between Requester and Responder, Requester retains full liability to Responder for any claims brought against Responder as described in other provisions of this agreement.

**Article XXVII - WAIVER OF RIGHTS.**

Any waiver at any time by any Signatory Partner of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay short of the statutory period of limitations, in asserting or enforcing any right, shall not constitute or be deemed a waiver.

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**Article XXVIII - INVALID PROVISION.**

The invalidity or unenforceability of any provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**Article XXIX - NOTICES.**

Any notice, demand, information, report, or item otherwise required, authorized, or provided for in this Agreement shall be conveyed and facilitated by EMAC, care of the KCOEM, 3511 NE 2<sup>nd</sup> Street, Renton WA 98056, Phone: 206-296-3830, Fax: 206-205-4056. Such notices, given in writing, and shall be deemed properly given if (i) delivered personally, (ii) transmitted and received by telephone facsimile device and confirmed by telephone, (iii) transmitted by electronic mail, or (iv) sent by United States Mail, postage prepaid, to the EMAC.

Regional Coordination Framework AGREEMENT

# Signatory Documentation Sheet

The Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County, Washington is intended to be adopted as the framework for participating organizations, within King County, to assist each other in disaster situations when their response capabilities have been overloaded. Components, as of January 2014, are the following:

- Regional Coordination Framework for Disasters and Planned Events for Public and Private Organizations in King County
- Agreement (legal and financial)

**IN WITNESS WHEREOF**, the Signatory Partner hereto has caused this Regional Coordination Framework for Disasters and Planned Events to be executed by duly authorized representatives as of the date of their signature:

**ORGANIZATION:**

**ADDRESS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**AUTHORIZED SIGNATURE:**

**DATE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please submit this form to the King County Office of Emergency Management  
3511 NE 2<sup>nd</sup> Street  
Renton, WA 98056