



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19963

Proposed No. 2025-0216.2

Sponsors Barón

1 AN ORDINANCE related to civil immigration
2 enforcement; amending Ordinance 18665, Section 1, as
3 amended, and K.C.C. 2.15.005, and adding a new section to
4 K.C.C. chapter 2.15.

5 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

6 SECTION 1. Ordinance 18665, Section 1, as amended, and K.C.C. 2.15.005 are
7 hereby amended to read as follows:

8 The definitions in this section apply throughout this chapter unless the context
9 clearly requires otherwise.

10 A. "Administrative warrant" means a noncriminal immigration warrant of arrest,
11 order to detain or release aliens, notice of custody determination, notice to appear,
12 removal order, warrant of removal, or any other document, issued by ICE, CBP, or
13 USCIS that can form the basis for a person's arrest or detention for a civil immigration
14 enforcement purpose. ICE administrative warrant forms include the U.S. DHS form I-
15 200 (Rev. 09/16) "Warrant for Arrest of Alien" and Form I-205 "Warrant Of
16 Removal/Deportation," as well as predecessor and successor versions. "Administrative
17 warrant" does not include any criminal warrants issued upon a judicial determination of
18 probable cause and in compliance with the Fourth Amendment to the United States
19 Constitution.

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20 B. "Agency" means a King County department, agency, division, commission,
21 council, committee, board, other body or person, established by authority of an
22 ordinance, executive order, or charter.

23 C. "Agent" means a person acting within the scope of employment by or acting
24 on behalf of an agency.

25 D. "CBP" means the United States Customs and Border Protection agency of the
26 United States Department of Homeland Security and shall include any successor federal
27 agency charged with border enforcement.

28 E. "Citizenship or immigration status" means a person's recorded citizenship or
29 immigration status, as such status is defined in the Immigration and Nationality Act, at
30 the time an agent or agency receives the information.

31 F. "Civil immigration enforcement operation" means an operation that has as one
32 of its objectives the identification or apprehension of a person or persons in order to
33 investigate them for a violation of the immigration laws and subject them to one or more
34 of the following:

- 35 1. Civil immigration detention;
- 36 2. Removal proceedings; and
- 37 3. Removal from the United States.

38 G. "Coerce" means to use express or implied threats towards a person or any
39 family member of a person that attempts to put the person in immediate fear of the
40 consequences in order to compel that person to act against the person's will.

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41 H. "Commitment" means confinement in secure detention for a specified amount
42 of time following a determination of guilt. "Commitment" does not include pretrial
43 detention of any persons such as those who are unable to post bail.

44 I. "Contractor" means a regional coalition or authority, state or local government,
45 tribe, person, firm, corporation, or partnership providing health, housing, or human
46 services in accordance with a contract with King County and including any
47 subcontractor, employee, and agent thereof.

48 I. "Employee" means a person who is appointed as an employee by the
49 appointing authority of a county agency, office, department, council, board, commission,
50 or other separate unit or division of county government, however designated, acting
51 within the scope of employment by or acting on behalf of the county. "County
52 employee" also includes a county elected official and a member of a county board,
53 commission, committee, or other multimember body, but does not include an official or
54 employee of the county's judicial branch, though it does include an employee of the
55 department of judicial administration.

56 ~~((J.))~~ K. "ICE" means the United States Immigration and Customs Enforcement
57 agency including Enforcement and Removal Operations and Homeland Security
58 Investigations and shall include any successor federal agency charged with the
59 enforcement of immigration laws.

60 ~~((K.))~~ L. "Immigration detainer" means a request by ICE to a federal, state, or
61 local law enforcement agency, such as the King County department of adult and juvenile
62 detention, to provide notice of release or maintain custody of a person based on an
63 alleged violation of a civil immigration law. "Immigration detainer" includes a detainer

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issued under Sections 236 or 287 of the Immigration and Nationality Act or 287.7 or 236.1 of Title 8 of the Code of Federal Regulations. "Immigration detainer" includes a detainer issued under DHS form I-274A entitled Immigration Detainer- Notice of Action, as well as predecessor and successor versions.

~~((L.))~~ M. "Interpretation" means the transfer of an oral communication from one language to another.

~~((M.))~~ N. "Limited-English-proficient" means a person who does not speak English as the person's primary language, who has a limited ability to read, speak, write, or understand English.

~~((N.))~~ O. "Nonpublic" means any area of a county facility, including the secure detention facilities of the department of adult and juvenile detention that is not generally open and accessible to the general public, but instead requires special permission for admittance by a county employee on an individual basis. "Nonpublic" also means any area of a contractor's facility, used to provide services under the county contract, that is not generally open and accessible to the general public, but instead requires the contractor's permission for admittance to that area.

~~((O.))~~ P. "Personal information" means one or more of the following, when the information is linked with or is reasonably linkable, including via analytic technology, to the person's first name or first initial and last name:

1. Home address;
2. Work address;
3. Telephone number;
4. Electronic mail address;

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- 87 5. Social media handle or other identifying social media information;
 88 6. Any other means of contacting a person;
 89 7. Social security number;
 90 8. Driver's license number or Washington identification card number;
 91 9. Bank account number or credit or debit card number;
 92 10. Information or data collected through the use or operation of an automated
 93 license plate recognition system; ~~((and))~~
 94 11. User name that, in combination with a password or security question and
 95 answer, would permit access to an online account~~((:))~~ ; and
 96 12. Date of birth.

97 ~~((P:))~~ Q. "Public communication materials" means materials that are intended for
 98 broad distribution to inform or educate people served by King County. For the purpose
 99 of translation, "public communication materials" refers only to printed media such as
 100 brochures, posters, booklets, pamphlets, billboards, and advertisements in printed
 101 publications.

102 ~~((Q:))~~ R. "Translation" means the transfer of a written communication from one
 103 language to another while preserving the intent and essential meaning of the original text.

104 ~~((R:))~~ S. "USCIS" shall mean the United States Citizenship and Immigration
 105 Services and any successor agency charged with overseeing United States immigration
 106 laws.

107 ~~((S:))~~ T. "Verbal abuse" means the use of a remark which is overtly insulting,
 108 mocking, or belittling directed at a person based upon the actual or perceived:

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109 1. Race, color, sex, religion, national origin, English proficiency, sexual
110 orientation, or gender identity or expression of the person; or

111 2. Citizenship or immigration status of the person or the person's family
112 member.

113 ((F.)) U. "Vital documents" are materials that provide essential information for
114 accessing basic county services and benefits and for which serious consequences would
115 result if the information were not provided.

116 NEW SECTION. SECTION 2. There is hereby added to K.C.C. chapter 2.15 a
117 new section to read as follows:

118 A. Except as otherwise provided in this section, in performing its obligations
119 under its contract with King County, the contractor shall not expend any time, moneys, or
120 other resources on facilitating the civil enforcement of federal immigration law or
121 participating in civil immigration enforcement operations, except where a state or federal
122 law, regulation, or court order or rule so requires. However, a contractor is not prohibited
123 from sending to, or receiving from, federal immigration authorities, the citizenship or
124 immigration status of a person. Also, nothing in this section prohibits any contractor
125 from sending to, receiving from, requesting from, or exchanging with any federal, state,
126 or local government agency information regarding the immigration status of a person or
127 from maintaining the information.

128 B. In providing the contracted services, a contractor shall not:

129 1. For purposes of execution of federal civil immigration enforcement against
130 persons receiving services under the contract, permit ICE, CBP, or USCIS officers,
131 agents, or representatives access to nonpublic areas of the contractor's facilities, real or

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personal property, equipment, or nonpublic databases or nonpublic portions of otherwise public databases, absent a judicial criminal warrant specifying the information or persons sought, or unless otherwise required by state or federal law. Notice of all attempts or requests for access to those facilities, real or personal property, equipment, nonpublic databases, or nonpublic portions of otherwise public databases, with or without a warrant, shall be immediately sent to King County in accordance with the terms of the contract. Permission given to ICE, CBP, or USCIS officers, agents, or representatives to access any such a facility, real or personal property, equipment, nonpublic database, or nonpublic portion of an otherwise public database without a judicial criminal warrant may only be provided with the prior express, written approval of the appropriate county employee identified in the contract. All contractors shall make a good faith effort to strictly comply with this subsection; however, inadvertent or mistaken permission giving warrantless access to ICE, CBP, or USCIS officers, agents, or representatives is not a breach of contract. All contracts subject to this section entered into on or after January 1, 2026, shall include as a term of the contract the prohibitions of this subsection B.1. and identify the appropriate county employee;

2. Provide personal information relating to persons receiving services under the contract to federal immigration authorities for purpose of civil immigration enforcement, except as required by state or federal law, about any person, including place of birth or household members, the services received by the person or the person's next court date or release date, absent a warrant signed by a judge or a law requiring disclosure. All contracts subject to this section entered into on or after January 1, 2026, shall include as a term of the contract the prohibitions of this subsection B.2; and

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155 3. Inquire about, or request information of, the citizenship, national origin,
 156 immigration status, or place of birth, from any person in the furtherance of providing
 157 services in accordance with a contract with King County unless the inquiry or request is
 158 required by state or federal law, regulation, or court order or rule, or is necessary for the
 159 contractor to effectively provide the services under the contract. The contractor may
 160 inquire about or disclose information relating to a person's citizenship, national origin,
 161 immigration status, or place of birth for the purpose of determining eligibility for benefits
 162 or seeking reimbursement from federal, state, or other third-party payers. When an
 163 inquiry about or request for information of the citizenship, national origin, immigration
 164 status, or place of birth is required or for any reason is made, the contractor shall not
 165 attempt to coerce a response. All persons to whom the inquiries or requests are made

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166 shall be explicitly informed of their right to decline to respond, free from fear or threat of
167 retaliation.

Ordinance 19963 was introduced on 7/22/2025 and passed by the Metropolitan King County Council on 8/19/2025, by the following vote:

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

No: 1 - Dunn

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Signed by:



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Girmay Zahilay, Chair

ATTEST:

DocuSigned by:

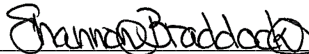


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Melani Hay, Clerk of the Council

APPROVED this _____ day of 9/2/2025, _____.

Signed by:



AAA4841FD7644BE...

Shannon Braddock, County Executive

Attachments: None

Certificate Of Completion

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Cherie Camp

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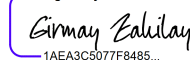
Girmay Zahilay

girmay.zahilay@kingcounty.gov

Council Chair

Security Level: Email, Account Authentication
(None)

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Angel Foss

Angel.Foss@kingcounty.gov

Deputy Clerk of the Council

King County Council

Security Level: Email, Account Authentication
(None)

DocuSigned by:


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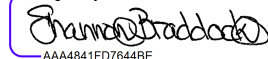
Shannon Braddock

Shannon.Braddock@kingcounty.gov

Deputy Executive

Security Level: Email, Account Authentication
(None)

Signed by:


AAA4841FD7644BE...

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In Person Signer Events

Signature

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Editor Delivery Events

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Agent Delivery Events

Status

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Intermediary Delivery Events

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| Certified Delivery Events | Status | Timestamp |
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| Carbon Copy Events | Status | Timestamp |
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Ames Kessler
akessler@kingcounty.gov
Executive Legislative Coordinator & Public Records
Officer
King County
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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| Notary Events | Signature | Timestamp |
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- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.