



King County

1200 King County
Courthouse
516 Third Avenue
Seattle, WA 98104

Meeting Agenda Metropolitan King County Council

*Councilmembers: Girmay Zahilay, Chair;
Sarah Perry, Vice Chair of Policy Development and Review;
Reagan Dunn, Vice Chair of Regional Coordination;
Claudia Balducci, Jorge L. Barón, Rod Dembowski,
Teresa Mosqueda, De'Sean Quinn, Pete von Reichbauer*

1:30 PM

Tuesday, June 17, 2025

Hybrid Meeting

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

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There are three ways to provide public testimony:

1. **In person:** You may attend the meeting in person in Council Chambers.
2. **By email:** You may testify by submitting a COMMENT email. If your testimony is submitted before 10:00 a.m. on the day of the Council meeting, your email testimony will be distributed to the Councilmembers and appropriate staff prior to the meeting. Please submit your testimony by emailing clerk@kingcounty.gov.
3. **Remote attendance on the Zoom Webinar:** You may provide oral public testimony at the meeting by connecting to the meeting via phone or computer using the ZOOM application at <https://zoom.us/>, and entering the Webinar ID below.

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

Webinar ID: 890 5838 1493



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1. **Call to Order**

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

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

Councilmember Dunn

4. **Approval of Minutes of June 10, 2025**

Pg. 8

Councilmember Perry

5. **Additions to the Council Agenda**6. **Special Item****Martin Luther King, Jr. Distinguished Service Awards**

Council Districts 2, 3, 7, 9

County Service Awards

Executive Braddock

Proclamation of June 19, 2025, as Juneteenth in King County

Councilmember Quinn and Councilmember Zahilay



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

There will be one public hearing on the Juneteenth Proclamation and Items 7-13

Consent Item 7

Councilmember Perry

7. [Proposed Ordinance No. 2025-0129](#) **Pg. 20**

AN ORDINANCE relating to rates and charges for sewage treatment and disposal; and amending Ordinance 12353, Section 2, as amended, and K.C.C. 4A.670.100, Ordinance 18745, Section 2, as amended, and Ordinance 11398, Section 1, as amended, and K.C.C. 28.84.055.

Sponsors: Balducci

On 5/13/2025, the Metropolitan King County Council Introduced and Referred to Budget and Fiscal Management Committee.

On 5/28/2025, the Budget and Fiscal Management Committee Deferred.

On 6/11/2025, the Budget and Fiscal Management Committee Recommended Do Pass Consent.

Metropolitan King County Council

Councilmember Perry

8. [Proposed Ordinance No. 2025-0166](#) **Pg. 61**

AN ORDINANCE approving and adopting the collective bargaining agreement negotiated by and between King County and the Professional and Technical Employees, Local 17, representing transit administrative support employees in the Metro transit department; and establishing the effective date of said agreement.

Sponsors: Zahilay

On 6/10/2025, the Metropolitan King County Council Introduced and Referred to Metropolitan King County Council.



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

Consent Items 9-12

Councilmember Perry

9. [Proposed Motion No. 2025-0037](#)

Pg. 121

A MOTION acknowledging receipt of a report on adult and juvenile sex offense cases in compliance with the 2023-2024 Biennial Budget Ordinance, 19546, Section 31, as amended by Ordinance 19791, Section 9, Proviso P2.

Sponsors: Barón

On 2/18/2025, the Metropolitan King County Council Introduced and Referred to Law and Justice Committee.

On 6/4/2025, the Law and Justice Committee Recommended Do Pass Consent.

10. [Proposed Substitute Motion No. 2025-0138.2](#)

Pg. 149

A MOTION acknowledging receipt of a report on sexual assault cases in compliance with the 2025 Annual Budget Ordinance, Ordinance 19861, Section 31, Proviso P2.

Sponsors: Barón

On 5/20/2025, the Metropolitan King County Council Introduced and Referred to Law and Justice Committee.

On 6/4/2025, the Law and Justice Committee Recommended Do Pass Substitute Consent.

11. [Proposed Motion No. 2025-0144](#)

Pg. 196

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

Sponsors: Zahilay

On 5/20/2025, the Metropolitan King County Council Introduced and Referred to Health, Housing, and Human Services Committee.

On 6/3/2025, the Health, Housing, and Human Services Committee Recommended Do Pass Consent.



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12. [Proposed Motion No. 2025-0152](#)

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A MOTION accepting the office of law enforcement oversight's annual report for the year 2024.

Sponsors: Barón

On 5/27/2025, the Metropolitan King County Council Introduced and Referred to Law and Justice Committee.

On 6/4/2025, the Law and Justice Committee Recommended Do Pass Consent.

Health, Housing, and Human Services

Councilmember Mosqueda

13. [Proposed Substitute Motion No. 2025-0149.2](#)

Pg. 260

A MOTION expressing King County council's opposition to proposed federal Medicaid cuts and affirming support for care workers, healthcare systems, and residents who rely on Apple Health.

Sponsors: Zahilay, Mosqueda and Quinn

On 5/27/2025, the Metropolitan King County Council Introduced and Referred to Health, Housing, and Human Services Committee.

On 6/3/2025, the Health, Housing, and Human Services Committee Recommended Do Pass Substitute.

First Reading and Referral of Ordinances14. [Proposed Ordinance No. 2025-0165](#)

AN ORDINANCE relating to a capital improvement project; making a supplemental appropriation of \$51,819,000 to the county hospital capital fund; and amending the 2025 Annual Budget Ordinance, Ordinance 19861, Section 130, as amended, and Attachment A, as amended.

Sponsors: Dembowski

First Reading and Referral to the Budget and Fiscal Management Committee



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First Reading and Referral of Motions

15. [Proposed Motion No. 2025-0173](#)

A MOTION regarding the council's commitment to welcoming and actively supporting immigrants and refugees, and requesting a report evaluating the county's progress towards that commitment.

Sponsors: Mosqueda

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

16. **Reports on Special and Outside Committees**

Other Business

Adjournment



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Meeting Minutes Metropolitan King County Council

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Claudia Balducci, Jorge L. Barón, Rod Dembowski,
Teresa Mosqueda, De'Sean Quinn, Pete von Reichbauer*

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Tuesday, June 10, 2025

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DRAFT MINUTES

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1. Call to Order

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

The Chair recessed the meeting at 2:29 p.m.

The Chair reconvened the meeting at 2:30 p.m.

2. Roll Call

Present: 9 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Perry, Quinn, von Reichbauer and Zahilay

3. Flag Salute and Pledge of Allegiance

Councilmember Dembowski led the flag salute and Pledge of Allegiance.

4. Approval of Minutes of June 3, 2025

Councilmember Perry moved to approve the minutes of the June 3, 2025, meeting as presented. Seeing no objection, the Chair so ordered.

5. Additions to the Council Agenda

There were no additions.

6. Special Item

Martin Luther King, Jr. Distinguished Service Awards**Council Districts 1, 4, 5, 6, 8**

Councilmember Dembowski made remarks and presented the Martin Luther King Jr. Distinguished Service Award to Dr. Ana Mari Cauce. Dr. Ana Mari Cauce made remarks and thanked the Council.

Councilmember Barón made remarks and presented the Martin Luther King Jr. Distinguished Service Award to Jen Muzia. Jen Muzia made remarks and thanked the Council.

Councilmember Quinn made remarks and presented the Martin Luther King Jr. Distinguished Service Award to Reverend Terrence Proctor. Reverend Terrence Proctor made remarks and thanked the Council.

Councilmember Mosqueda made remarks and presented the Martin Luther King Jr. Distinguished Service Award to Michelle Lang-Raymond. Michelle Lang-Raymond made remarks and thanked the Council.

Councilmember Balducci made remarks and presented the Martin Luther King Jr. Distinguished Service Award to the family of Helena Stephens; Alec Stephens, Jr., partner and husband of 34 years; and Dominique Stephens, daughter. Alec Stephens, Jr., made remarks and thanked the Council.

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

There will be one public hearing on Items 7-11 and 21

The following people spoke:

Alex Tsimmerman

Beth Bazley

Joe Kunzler

Amarinthia Torres

Consent Items 7

7. **[Proposed Ordinance No. 2025-0089](#)**

AN ORDINANCE authorizing the executive to execute an airspace lease agreement with the Washington state Department of Transportation for land and facilities in the State Route 520 interchange at Montlake Boulevard for a term of twenty years with the possibility of two twenty-year extensions; and to take all actions necessary to implement the terms of the lease.

Sponsors: Dembowski

The enacted number is 19941.

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

Yes: 9 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Perry, Quinn, von Reichbauer, and Zahilay

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

Consent Items 8-9

8. [Proposed Motion No. 2025-0136](#)

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

Sponsors: Balducci

The enacted number 16825.

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

9. [Proposed Substitute Motion No. 2025-0140.2](#)

A MOTION confirming the executive's appointment of Matthew Sanders as county public defender.

Sponsors: Zahilay

The enacted number is 16826.

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

Passed On The Consent Agenda

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

Yes: 9 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Perry, Quinn, von Reichbauer, and Zahilay

Committee of the Whole**10. Proposed Motion No. 2025-0088**

A MOTION adopting the King County 2025 Federal Legislative Priorities.

Sponsors: Zahilay

The enacted number is 16827.

Mac Nicholson, Director, Government Relations, briefed the Council and answered questions.

Councilmember Perry moved Amendment 1. The motion carried.

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

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

No: 1 - Dunn

11. Proposed Motion No. 2025-0146

A MOTION confirming the appointment of Charles Parkins as director of the juvenile division with the department of adult and juvenile detention.

Sponsors: Balducci

The enacted number is 16828.

Councilmember Perry made a motion to relieve the Committee of the Whole in order to take action on Proposed Motion 2025-0146. Seeing no objection, the Chair so ordered.

Leah Krekel-Zoppi, Council Staff, briefed the Council and answered questions.

Allan Nance, Director, Adult and Juvenile Detention, briefed the Council and answered questions.

Charles Parkins made remarks, answered questions, and thanked the Council.

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

Yes: 9 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Perry, Quinn, von Reichbauer, and Zahilay

First Reading and Referral of Ordinances

12. [Proposed Ordinance No. 2025-0158](#)

AN ORDINANCE amending Ordinance 19862, adopted by the council on November 19, 2024, which authorized the issuance of limited tax general obligation bonds of the county; and amending Ordinance 19862, Sections 1, 2, 4, 13, 17, and 19 and repealing Ordinance 19862, Attachment B.

Sponsors: Dembowski

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

13. [Proposed Ordinance No. 2025-0159](#)

AN ORDINANCE making a net supplemental appropriation of \$103,171,000 to various general fund agencies, a net supplemental appropriation of \$140,221,000 to various non-general fund agencies and a net supplemental appropriation of \$173,447,701 from various capital fund budgets; and amending the 2025 Annual Budget Ordinance, Ordinance 19861, Sections 16, 18, 20, 29, 32, 33, 35, 41, 42, 42, 45, 46, 47, 48, 49, 50, 51, 52, 54, 55, 64, 71, 80, 90, 90, 94, 97, 98, 103, 104, 107, 109, 109, 110, 114, 115, 115, 121, 123, and 130, as amended, and Attachment A, as amended, and adding new section to Ordinance 19861.

Sponsors: Dembowski

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

14. [Proposed Ordinance No. 2025-0163](#)

AN ORDINANCE that adopts the Harborview Medical Center 2026 Capital Improvement Program Annual Budget for the year ending June 30, 2026, and makes appropriations for the capital improvements for the Harborview Medical Center.

Sponsors: Dembowski

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

15. [Proposed Ordinance No. 2025-0164](#)

AN ORDINANCE relating to existing regional transportation boards, including the SeaShore Transportation Forum, the Eastside Transportation Partnership, and the South County Area Transportation Board; authorizing the executive to enter into agreements for their continuation and committing to King County staff support through 2028.

Sponsors: Quinn

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

16. [Proposed Ordinance No. 2025-0166](#)

AN ORDINANCE approving and adopting the collective bargaining agreement negotiated by and between King County and the Professional and Technical Employees, Local 17, representing transit administrative support employees in the Metro transit department; and establishing the effective date of said agreement.

Sponsors: Zahilay

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

17. [Proposed Ordinance No. 2025-0169](#)

AN ORDINANCE imposing an additional sales and use tax of one-tenth of one percent, as authorized in Section 201, Chapter 350, Laws of Washington 2025 for criminal justice purposes; providing for the use of the sales and use tax proceeds for eligible expenditures; and adding a new section to K.C.C. chapter 4A.500.

Sponsors: Zahilay and Dembowski

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

First Reading and Referral of Motions

18. [Proposed Motion No. 2025-0157](#)

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

Sponsors: Quinn

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

19. [Proposed Motion No. 2025-0168](#)

A MOTION relating to public transportation, approving the 2025 King County Metro Transit Title VI Program Report.

Sponsors: Quinn

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

20. **Reports on Special and Outside Committees**

No reports were given.

Other Business

21. [Proposed Motion No. 2025-0162](#)

A MOTION expressing no confidence in the ability of John Arthur Wilson to continue to carry out the duties of King County assessor and calling for John Arthur Wilson's immediate resignation.

Sponsors: Balducci

The enactment number is 16829.

The Chair recessed the meeting into Executive Session under to RCW 42.30.110(1)(g) and (i) to review the performance of a public employee and discuss with legal counsel, legal risks of a proposed action to which the county is or is likely to become a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the county, at 3:32 p.m for 15 minutes, until 3:47 p.m.

At 3:47 p.m. the Chair extended Executive Session for 10 minutes, until 3:57 p.m.

At 3:57 p.m. the Chair extended Executive Session for 10 minutes, until 4:07 p.m.

The Chair reconvened the meeting at 4:08 p.m.

Councilmember Balducci made an oral amendment, on line 44, after "The", delete "members of the".

Councilmember Balducci made an oral amendment, on Line 44 after "council", delete "have", and insert "has".

Councilmember Balducci made an oral amendment, on Line 45, after "and", delete "thereby call", and insert "therefore calls".

Seeing no objection, the amendments carried.

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

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

Excused: 1 - Dunn

Adjournment

The meeting was adjourned at 4:21 p.m.

Approved this _____ day of _____

Clerk's Signature



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance

Proposed No. 2025-0129.1

Sponsors Balducci

1 AN ORDINANCE relating to rates and charges for sewage
2 treatment and disposal; and amending Ordinance 12353,
3 Section 2, as amended, and K.C.C. 4A.670.100, Ordinance
4 18745, Section 2, as amended, and Ordinance 11398,
5 Section 1, as amended, and K.C.C. 28.84.055.

6 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

7 SECTION 1. Ordinance 12353, Section 2, as amended, and K.C.C. 4A.670.100
8 are hereby amended to read as follows:

9 A. Having determined the monetary requirements for the disposal of sewage, the
10 council hereby adopts a ((2025)) 2026 sewer rate of ((fifty-eight)) sixty-two dollars and
11 ((twenty-eight)) sixty-six cents per residential customer equivalent per month. Once a
12 sewer rate ordinance becomes effective, the clerk of the council is directed to deliver a
13 copy of that ordinance to each agency having an agreement for sewage disposal with King
14 County.

15 B. The King County council approves the application of Statement No. 62 of the
16 Governmental Accounting Standards Board (GASB-62) as it pertains to regulatory assets
17 and liabilities to treat pollution remediation obligations and RainWise Program
18 expenditures and strategic planning costs as regulatory assets, recovered ratably over the
19 life of the underlying financing, and to establish a rate stabilization reserve for the
20 purpose of leveling rates between years.

21 C. As required for GASB-62 application, amounts are to be placed in the rate
22 stabilization reserve from operating revenues and removed from the calculation of debt
23 service coverage. The reserve balance shall be an amount at least sufficient to maintain a
24 level sewer rate between ~~((2025))~~ 2026 and ~~((2026))~~ 2027, and shall be used solely for
25 the purposes of: maintaining the level sewer rate in ~~((2026))~~ 2027; and if additional
26 reserve balance is available, moderating future rate increases beyond ~~((2026))~~ 2027. The
27 estimated amount of the reserve, as shown in the financial forecast, Attachment A to
28 ~~((Ordinance 19447))~~ this ordinance, shall be revised in accordance with the ~~((2025~~
29 ~~Annual Budget))~~ 2026-2027 Biennial Budget Ordinance and financial plan. If the reserve
30 needs to be reduced to meet debt service coverage requirements for ~~((2024))~~ 2025, the
31 county executive shall notify the council of the change by providing an updated financial
32 plan.

33 SECTION 2. Ordinance 18745, Section 2, as amended, is hereby amended to
34 read as follows:

35 Monetary requirements for the disposal of sewage as defined by contract with the
36 component sewer agencies for the fiscal year beginning January 1, ~~((2025))~~ 2026, and
37 ending December 31, ~~((2025))~~ 2026. The council hereby determines the monetary
38 requirements for the disposal of sewage as follows:

39 Administration, operating, maintenance repair and replacement (net of other
40 income): ~~((98,885,775))~~ \$123,844,438.

41 Establishment and maintenance of necessary working capital reserves:
42 ~~((159,207,572))~~ \$107,549,086.

43 Requirements of revenue bond resolutions (not included in above items and net of
44 interest income): ((~~\$290,381,168~~)) \$360,794,645.

45 TOTAL: ((~~\$548,474,514~~)) \$592,188,168.

46 SECTION 3. Ordinance 11398, Section 1, as amended, and K.C.C. 28.84.055 are
47 hereby amended as follows:

48 A. The amount of the metropolitan sewage facility capacity charge adopted by
49 K.C.C. 28.84.050.O. that is charged monthly for fifteen years per residential customer or
50 residential customer equivalent shall be:

51 1. Seven dollars for sewer connections occurring between and including January
52 1, 1994, and December 31, 1997;

53 2. Ten dollars and fifty cents for sewer connections occurring between and
54 including January 1, 1998, and December 31, 2001;

55 3. Seventeen dollars and twenty cents for sewer connections occurring between
56 and including January 1, 2002, and December 31, 2002;

57 4. Seventeen dollars and sixty cents for sewer connections occurring between
58 and including January 1, 2003, and December 31, 2003;

59 5. Eighteen dollars for sewer connections occurring between and including
60 January 1, 2004, and December 31, 2004;

61 6. Thirty-four dollars and five cents for sewer connections occurring between
62 and including January 1, 2005, and December 31, 2006;

63 7. Forty-two dollars for sewer connections occurring between and including
64 January 1, 2007, and December 31, 2007;

65 8. Forty-six dollars and twenty-five cents for sewer connections occurring
66 between and including January 1, 2008, and December 31, 2008;

67 9. Forty-seven dollars and sixty-four cents for sewer connections occurring
68 between and including January 1, 2009, and December 31, 2009;

69 10. Forty-nine dollars and seven cents for sewer connections occurring between
70 and including January 1, 2010, and December 31, 2010;

71 11. Fifty dollars and forty-five cents for sewer connections occurring between
72 and including January 1, 2011, and December 31, 2011;

73 12. Fifty-one dollars and ninety-five cents for sewer connections occurring
74 between and including January 1, 2012, and December 31, 2012;

75 13. Fifty-three dollars and fifty cents for sewer connections occurring between
76 and including January 1, 2013, and December 31, 2013;

77 14. Fifty-five dollars and thirty-five cents for sewer connections occurring
78 between and including January 1, 2014, and December 31, 2014;

79 15. Fifty-seven dollars for sewer connections occurring between and including
80 January 1, 2015, and December 31, 2015;

81 16. Fifty-eight dollars and seventy cents for sewer connections occurring
82 between and including January 1, 2016, and December 31, 2016;

83 17. Sixty dollars and eighty cents for sewer connections occurring between and
84 including January 1, 2017, and December 31, 2017;

85 18. Sixty-two dollars and sixty cents for sewer connections occurring between
86 and including January 1, 2018, and December 31, 2018;

87 19. Sixty-four dollars and fifty cents for sewer connections occurring between
88 and including January 1, 2019, and December 31, 2019;

89 20. Sixty-six dollars and thirty-five cents for sewer connections occurring
90 between and including January 1, 2020, and December 31, 2020;

91 21. Sixty-eight dollars and thirty-four cents for sewer connections occurring
92 between and including January 1, 2021, and December 31, 2021;

93 22. Seventy dollars and thirty-nine cents for sewer connections occurring
94 between and including January 1, 2022, and December 31, 2022;

95 23. Seventy-two dollars and fifty cents for sewer connections occurring between
96 and including January 1, 2023, and December 31, 2023;

97 24. Seventy-four dollars and twenty-three cents for sewer connections occurring
98 between and including January 1, 2024, and December 31, 2024; ~~((and))~~

99 25. Seventy-six dollars and nine cents for sewer connections occurring between
100 and including January 1, 2025, and December 31, 2025; and

101 26. Seventy-seven dollars and ninety-nine cents for sewer connections occurring
102 between and including January 1, 2026, and December 31, 2026:

103 B.1. In accordance with adopted policy FP-15.3.d. in the Regional Wastewater
104 Services Plan, K.C.C. 28.86.160.C., it is the council's intent to base the capacity charge
105 upon the costs, customer growth and related financial assumptions used in the Regional
106 Wastewater Services Plan.

107 2. In accordance with adopted policy FP- 6 in the Regional Wastewater Services
108 Plan, K.C.C. 28.86.160.C., the council hereby approves the cash balance and reserves as

109 contained in the attached financial plan for ~~((2025))~~ 2026, which is Attachment A to
110 ~~((Ordinance 19782))~~ this ordinance.

111 3. In accordance with adopted policy FP-15.3.c., King County shall pursue
112 changes in state legislation to enable the county to require payment of the capacity charge

113 in a single payment, while preserving the option for new ratepayers to finance the
114 capacity charge.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Girmay Zahilay, Chair

ATTEST:

Melani Hay, Clerk of the Council

APPROVED this ____ day of _____, ____.

Shannon Braddock, County Executive

Attachments: A. Wastewater Treatment Division Financial Plan

g County WTD - Sewer Rate Financial Model	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Wastewater Treatment Division	Actual	Budget	Rate Proposal	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected	Projected
Attachment A - Financial Forecast	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Operating Financial Forecast - 4611 (\$ '000)												
Monthly Sewer Rate	\$55.11	\$58.28	\$62.66	\$70.65	\$79.66	\$90.42	\$102.63	\$116.49	\$124.94	\$134.00	\$136.68	\$139.42
Rate Increase	5.75%	5.75%	7.50%	12.75%	12.75%	13.50%	13.50%	13.50%	7.25%	7.25%	2.00%	2.00%
Residential Customer Equivalents (RCEs)	774,178	780,874	787,568	792,492	797,424	802,365	807,315	812,274	817,241	822,217	827,202	832,196
Revenue												
Sewer Rate ¹	\$ 514,634	\$ 546,112	\$ 592,188	\$ 671,875	\$ 762,274	\$ 870,598	\$ 994,257	\$ 1,135,461	\$ 1,225,273	\$ 1,322,125	\$ 1,356,744	\$ 1,392,297
Capacity Charge	101,469	98,149	104,960	111,668	117,122	121,924	126,634	131,421	135,314	138,247	140,689	144,577
Industrial Waste	10,206	10,258	10,310	10,362	10,415	10,468	10,522	10,575	10,629	10,684	10,738	10,793
Resource Recovery	10,680	9,509	6,584	6,782	6,985	7,195	7,410	7,633	7,862	8,098	8,341	8,591
Other Income	3,714	3,578	3,597	3,616	3,635	3,655	3,676	3,697	3,719	3,742	3,765	3,789
Investment Income	26,990	25,484	19,639	17,335	17,421	20,476	22,891	25,369	29,178	31,989	34,120	35,384
Use (Transfer to) Rate Stabilization Reserve	-	-	-	-	-	-	-	-	-	-	-	-
Total - Revenue	\$ 667,693	\$ 693,090	\$ 737,277	\$ 821,637	\$ 917,852	\$ 1,034,317	\$ 1,165,390	\$ 1,314,156	\$ 1,411,975	\$ 1,514,885	\$ 1,554,398	\$ 1,595,431
Expenditures & Transfers												
O&M Expenses	\$ (205,478)	\$ (227,606)	\$ (249,295)	\$ (267,664)	\$ (283,528)	\$ (299,973)	\$ (317,417)	\$ (333,056)	\$ (349,475)	\$ (366,713)	\$ (384,811)	\$ (403,813)
Existing Debt Service	(260,856)	(271,001)	(287,706)	(288,253)	(260,877)	(271,362)	(290,154)	(289,525)	(260,530)	(265,544)	(235,871)	(225,992)
New Debt Service	-	(11,363)	(43,105)	(88,669)	(142,627)	(217,321)	(284,979)	(334,152)	(408,414)	(465,354)	(516,976)	(550,610)
Debt Retirement/ Defeasance Use of Cash	(15,897)	(81,174)	-	-	-	-	-	-	-	-	-	-
Minimum Operating Reserve Contribution	(3,247)	(2,940)	(2,169)	(1,837)	(1,586)	(1,644)	(1,744)	(1,564)	(1,642)	(1,724)	(1,810)	(1,900)
Total - Expenditures & Transfers	\$ (485,478)	\$ (594,082)	\$ (582,275)	\$ (646,422)	\$ (688,619)	\$ (790,300)	\$ (894,295)	\$ (958,297)	\$ (1,020,061)	\$ (1,099,335)	\$ (1,139,468)	\$ (1,182,316)
Net Cash Flow												
Beginning Balance	\$ 2,520	\$ 90,004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Cash Flow	182,215	99,008	155,002	175,215	229,233	244,017	271,095	355,859	391,914	415,550	414,930	413,116
Policy Cash-Funded Capital (Transfer to Capital Fund)	(110,000)	(189,012)	(155,002)	(175,215)	(229,233)	(244,017)	(271,095)	(355,859)	(391,914)	(415,550)	(414,930)	(413,116)
Ending Balance ²	\$ 74,735	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ending Reserve Balances												
Water Quality Operating Liquidity Reserve	\$ 20,548	\$ 22,761	\$ 24,929	\$ 26,766	\$ 28,353	\$ 29,997	\$ 31,742	\$ 33,306	\$ 34,947	\$ 36,671	\$ 38,481	\$ 40,381
Rate Stabilization Reserve Account	\$ 46,250	\$ 46,250	\$ 46,250	\$ 46,250	\$ 46,250	\$ 46,250	\$ 46,250	\$ 46,250	\$ 46,250	\$ 46,250	\$ 46,250	\$ 46,250
Debt Service Coverage - Parity Bonds (Senior Lien)	3.22x	3.34x	2.81x	2.43x	2.49x	2.37x	2.15x	2.18x	2.18x	2.05x	1.93x	1.95x
Debt Service Coverage - All-In Debt Service	1.77x	1.65x	1.48x	1.47x	1.57x	1.50x	1.47x	1.57x	1.59x	1.57x	1.55x	1.53x
¹ Sewer rate revenue in 2024 includes a billing adjustment of \$2.6m												
² Difference between 2024 ending balance and 2025 beginning balance driven by reconciliation of cash and accrual, timing of transfers between funds												
Capital Funding Forecast - 3611 & 3612 (\$ '000)												
Beginning Balance	\$ 119,476	\$ 182,707	\$ 189,012	\$ 155,002	\$ 175,215	\$ 229,233	\$ 244,017	\$ 271,095	\$ 355,859	\$ 391,914	\$ 415,550	\$ 414,930
WIFIA Proceeds	9,616	16,927	15,907	15,588	5,617	-	-	284,000	-	-	-	-
State Loan Proceeds	35,355	54,267	15,651	878	-	-	-	-	-	-	-	-
Variable Rate Debt Proceeds	-	154,157	17,445	106,670	82,713	134,317	171,043	157,514	155,110	163,190	145,345	146,539
Commercial Paper / Interim Financing	66,000	49,725	108,632	22,982	5,472	-	-	-	-	-	-	-
Retirement of Interim Financing	-	(35,620)	(18,172)	(18,548)	(5,472)	-	-	(175,000)	-	-	-	-
Net Bond Proceeds	192,081	40,085	366,884	574,698	720,610	975,346	817,037	660,849	702,699	692,807	642,895	378,788
Reserve Contribution/(Requirement) ³	(34,239)	-	-	-	-	-	-	-	-	-	-	-
Grants, Settlements, and Other	3,665	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures	(312,597)	(462,248)	(695,360)	(857,271)	(984,155)	(1,338,896)	(1,232,097)	(1,198,458)	(1,213,668)	(1,247,910)	(1,203,790)	(940,257)
Ending Balance Before Transfers	\$ 79,357	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Year-end Transfers from Operating Fund	110,000	189,012	155,002	175,215	229,233	244,017	271,095	355,859	391,914	415,550	414,930	413,116
Ending Balance	\$ 189,357	\$ 189,012	\$ 155,002	\$ 175,215	\$ 229,233	\$ 244,017	\$ 271,095	\$ 355,859	\$ 391,914	\$ 415,550	\$ 414,930	\$ 413,116
Ending Reserve Balances												
Capital Liquidity Reserve	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000
Emergency Capital Reserve	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
Revenue Bonds Reserve Account	145,167	133,590	159,105	198,541	248,091	315,435	373,546	420,784	482,142	531,697	574,926	589,373
State Revolving Fund Reserve Account	219	219	176	133	133	133	68	-	-	-	-	-
³ Capital Liquidity Reserve increased from \$5m to \$40m in 2024												

Note: Bond covenants are written to allow that in any given year, use of the Rates Stabilization Reserve can be recognized as revenue eligible for inclusion in the bond coverage calculation. In years that WTD contributes to this reserve, that portion of revenue is deducted from the revenue basis for calculating bond cc

Unit Conversion

1,000

Check

TRUE



King County

Metropolitan King County Council Budget and Fiscal Management Committee

STAFF REPORT

Agenda Item:	6	Name:	Jenny Giambattista and Andy Micklow
Proposed No.:	2025-0129	Date:	June 11, 2025

SUBJECT

Proposed Ordinance 2025-0129 would increase the monthly sewer rate effective in 2026 to \$62.66. The proposed ordinance would also set the monthly capacity charge for new connections to the regional system occurring in 2026 at \$77.99.

SUMMARY

The sewer rate is the primary funding source of the Wastewater Treatment Division (WTD). The monthly sewer rate collected by the County goes to support all WTD expenses, including operating costs, debt service, and capital expenses. Proposed Ordinance 2025-0129 would increase the monthly sewer rate effective in 2026 by 7.5 percent from \$58.28 to \$62.66. This increase is 0.5 percent higher than what was projected as part of the forecast for the 2025 rate. The 2026 proposed sewer rate is projected to generate \$592 million in revenue in 2026.

Beyond the 2026 rate, the proposed 10-year sewer rate forecast reflects substantive changes compared to the prior rate forecast. The 2026 10-year capital forecast is \$3.1 billion greater than the prior 10-year forecast, and the rate projection reflects this increased capital forecast with higher than previously projected rates for 2027-2031. WTD reports that most of this increase compared to the prior forecast is due to the updated cost estimates and newly finalized completion dates for projects included in the Combined Sewer Overflow (CSO) Consent Decree as well as cost increases for other projects. With this new forecast, regulatory capital projects are projected to make up 52 percent of the 10-year capital forecast. A challenge for WTD as it implements this capital program is that many projects must be done concurrently and are costly and complex. The forecast also includes a revised approach to forecasting capital expenditures, which tries to take into consideration the complexity of the projects, the capacity to deliver the projects, and legally required timelines.

As part of the 2026 rate proposal process, WTD has extended the sewer rate forecast to 20 years through 2045, and this extended forecast shows annual increases ranging from 0.5 percent to 4.5 percent. WTD reports that this second decade of the forecast has significant uncertainty.

The proposed ordinance would also set the capacity charge for new connections to the regional system occurring in 2026 at \$77.99 per Residential Customer Equivalent (RCE) per month, a 2.5 percent increase over the 2025 monthly charge of \$76.09. The capacity charge is expected to generate approximately \$105 million in revenue for 2026.

The schedule for Council consideration is listed below:

- Transmittal of Sewer Rate— April 24
- Budget and Fiscal Management Committee—Discussion only May 28 and Discussion/Possible Action —June 11
- Briefing only at Regional Water Quality Committee (RWQC)—May 7 and June 4
- Council consideration/action—June 17 or, if needed June 24 as emergency, assuming action by BFM on June 11
- Approval date requirement for sewer rate—June 30 (Prior to July 1)

Both RWQC and Metropolitan Water Pollution Abatement Advisory Committee (MWPAAC) have sent comment letters (Attachments 8 and 9) to the King County Council on the proposed rate.

Information added to this staff report since the first committee meeting is included in blue font.

Links are provided below to the topics discussed in this staff report.

- [Background](#)
 - [Sewer rate](#)
 - [Capacity charge](#)
 - [Combined Sewer Overflows \(CSOs\)](#)
 - [Required transmittal information](#)
 - [Recent RWQC and Council legislation related to sewer rate and capacity charge](#)
- [Analysis of the proposed sewer rate and 10-year forecast](#)
 - [Comparing 2025 and 2026 10-year forecasts](#)
 - [New, second decade forecast](#)
 - [Capital expenditure forecast](#)
 - [Updated approach to developing a capital forecast](#)
 - [Capital expenditures by category](#)
 - [Regulatory projects](#)
 - [CSO costs, including MDCSO](#)
 - [Nutrient reduction projects](#)
 - [Other large CIPs](#)
 - [Forecasted capital expenditures versus actual expenditures](#)
 - [Comparison of 2026 10-year capital forecast to prior capital forecast](#)
 - [Capital Improvement Program funding](#)
 - [Operating expenditures](#)
 - [Rate smoothing](#)
- [Capacity Charge](#)
- [RWQC comment letter](#)
- [MWPAAC comment letter](#)

- [Contaminants of emerging concern-costs](#)
- [Questions and Answers from May 28, 2025 BFM Meeting](#)
- [Appendix 1: Summary of WTD's Updated Approach to Developing Capital Expenditure Forecast](#)

Updates to this staff report from the May 25th BFM meeting are in blue.

BACKGROUND

The regional wastewater system is almost entirely funded by the monthly sewer rate and the capacity charge.

Monthly Sewer Rate Charged to Local Sewer Agencies. The sewer rate is WTD's primary funding source. The monthly sewer rate collected by the County goes to support all Wastewater Treatment Division (WTD) expenses, including operating costs, debt service, and capital expenses. The sewer rate is charged by the County to the utilities that deliver wastewater to the County for treatment and discharge. The monthly sewer rate charged by WTD is a wholesale rate and is billed to local sewer agencies, not ratepayers. The local utility providers, as direct service providers, set their own rates to recoup the payments required by the County plus their own "local" cost of service. The local agency sends the sewer customers the sewer utility bill.

Single-Family versus Volume-Based (Commercial, Multifamily, Industrial). Since the formation of Metro, and as directed in King County Code¹ and all 34 local sewer contracts, King County has had a sewer rate structure that is based on two different classes of customers: single-family and volume-based. The fee structure, as specified in code and contract relies on a billing unit referred to as "Residential Customer Equivalent (RCE)" to charge the two customer classes and determine how costs are shared between the classes. One RCE unit is 750 cubic feet of wastewater and represents the assumed wastewater a single-family home would generate in a month based on flow data from 1989. Single-family homes are charged one RCE. Volume-based customers are converted to an RCE unit by taking the monthly volume of water used by the customer and dividing it by 750 cubic feet (cf) of wastewater (the "conversion factor"). This results in a usage amount for volume-based customers reported in RCEs.²

Using the Number of RCEs to Calculate the Monthly Rate. WTD estimates the total number of RCEs for a given year and then divides the total projected amount of revenue required (from sewer rates) by the number of RCEs to get the cost per RCE. King County then charges local sewer agencies the monthly sewer rate for each RCE in their utility.

Allocating the Sewer Rate Cost Burden Between the Single-Family Sector and the Commercial/Industrial/Multifamily Sector. The 2021-2022 Adopted Biennial Budget

¹ KCC 28.86.186 Financial Policy 15

² Industrial users pay an additional fee beyond the monthly sewer rate. These fees help the King County Industrial Waste Program recover the costs associated with monitoring and administering the pretreatment program.

Ordinance includes a proviso³ requesting a study on the shift of the sewer rate cost burden to the single-family sector from the commercial/industrial/multifamily sector. The report, *Sewer Rate Cost Structure*⁴, concluded that since the water consumption assumption for the single-family home is fixed at the 1989 level, the current rate calculations likely attribute too much water flow to single-family residences, which, due to conservation efforts, have seen significant declines in water use over the years. As a result, single-family residences likely end up with a disproportionate share of the total cost. While the report does discuss updating the water consumption assumptions (RCE) for single-family homes, any change to the RCE calculations would require changes to the King County Code and amendments to each of the 34 local sewer contracts.

Customer Affordability to be Considered During RWSP Update. As discussed later in this staff report, WTD is updating the long-term Regional Wastewater Services Plan. As identified in the [scope](#) and [charter](#) documents, the update to the RWSP will address issues related to rate structure, customer affordability, and rate equity. Rate structure and rate equity policies include things like sizing the RCE and whether to maintain a single uniform sewer rate per RCE or consider alternative cost recovery rate structures. The charter specifically identifies considering "relief strategies for low-income households who are mostly likely to struggle to pay essential living expenses." WTD anticipates completing any new or updated financial policies in 2028.

Historical Sewer Rate. Table 1 depicts the anticipated sewer rates through 2028. Historically, rates have been structured effectively as biennial rates, with rate adjustments in alternating years. In 2021, after engagement with cities and sewer districts through the Metropolitan Pollution Abatement Advisory Committee (MWPAAC), the Executive recommended annual rather than biennial adjustments to sewer rates.

³ Ordinance 19210, Section 112, Proviso P3

⁴ See Attachment A to Motion 16006 [Sewer Cost Structure Report](#)

Table 1.⁵
Sewer Rate (2009-2025 Actual; 2026 Proposed; 2027-2029 Projected)

Year(s)	Rate (\$/RCE/ Month)	% Increase
2009	\$31.90	14.10%
2010	\$31.90	0.00%
2011	\$36.10	13.20%
2012	\$36.10	0.00%
2013	\$39.79	10.20%
2014	\$39.79	0.00%
2015	\$42.03	5.60%
2016	\$42.03	0.00%
2017	\$44.22	5.20%
2018	\$44.22	0.00%
2019	\$45.33	2.50%
2020	\$45.33	0.00%
2021	\$47.37	4.50%
2022	\$49.27	4.00%
2023	\$52.11	5.75%
2024	\$55.11	5.75%
2025	\$58.28	5.75%
2026	\$62.66	7.50%
2027	\$70.65	12.75%
2028	\$79.66	12.75%
2029	\$90.42	13.50%

Capacity Charge Billed to New Customers by King County. Since 1990, a capacity charge has been levied for new connections to the sewer system. The purpose of the capacity charge is to ensure that new customers pay the "growth" costs of expanding the wastewater system. The current version of the charge started with the Robinswood Agreement⁶ and the principle of "growth pays for growth."

⁵ 2025 Sewer Rate Technical Memo, page 30

⁶ In 1998, the King County Executive and RWQC held a retreat at the Robinswood Conference Center in Bellevue, Washington to discuss funding the Regional Wastewater Services Plan. The points of the agreement are collectively known as the "Robinswood Agreement." The principle that "growth pays for growth" is the cornerstone of the Robinswood Agreement.

County financial policies require new customers to pay their proportional share of these costs. Financial Policy 15 states: "The capacity charge shall be set such that each new customer shall pay an equal share of the costs of facilities allocated to new customers, regardless of what year the customer connects to the system."

The capacity charge is a one-time development charge, much like a new development fee or impact fee. However, state statute⁷ does not allow the County to require up-front payment of the capacity charge by the developer. Unless a developer voluntarily pays the capacity charge, it becomes an additional cost that buyers will encounter when purchasing properties with new sewer connections. It can be paid as a total payment up-front with a discount or as a monthly charge amortized over 15 years. If a buyer purchases property with an outstanding capacity charge, the new buyer becomes responsible for the capacity charge payments. Unlike the wholesale sewer rate, the capacity charge is billed directly to customers by King County.

Affordability Concerns with Capacity Charge. After hearing from many customers that the capacity charge can be unaffordable and impacts the extensive affordable housing challenges in King County, WTD initiated research to identify affordability challenges for its capacity charge customers and evaluate possible mitigating strategies. In 2019, WTD published a consultant report titled "[Capacity Charge Affordability Analysis and Findings.](#)"

WTD implemented the following recommendations from this report:

1. Expanded payment plan opportunities for customers with temporary financial hardship.
2. Equity payment plan: expanded property lien opportunities for customers with ongoing inability to pay.
3. Expanding discounts for long-term covenanted affordable housing projects.

Recent Changes to the Capacity Charge Rate Structure. Since the early 1990s, the County has established separate classifications of customers and charged those customers based on an RCE calculation. In 2017, WTD initiated a study of the capacity charge rate structure given the changes that are occurring in terms of types of development and housing stock. The Metropolitan Water Pollution Abatement Advisory Committee (MWPAAAC) created a capacity charge rate structure workgroup to provide technical expertise to the County on the rate study and make any recommendations to WTD. A key recommendation of the workgroup was that capacity charge customer classifications should bear a close relationship with the average persons per household for each customer class.

In January 2021, the King County Council adopted Ordinance 19153, which revised the financial policies to restructure the capacity charge to align amounts charged according to size and type of housing⁸ as a proxy for the average number of persons accommodated by the housing type. Commercial connections continue to pay based on the number of

⁷ RCW 35.58.570

⁸ The RCEs assigned to single-family homes is based on size: small (<1,500 sq. ft. = 0.81 RCE), medium (1,500 – 2,999 sq. ft. = 1 RCE), and large (>3,000 sq. ft. = 1.16 RCE). Multi-family structures are billed by unit at 0.81 RCEs for two to four units and 0.64 RCEs for five or more units. Commercial structures are billed based on fixture counts and/or flows.

fixtures⁹, and discounts continue for low-income housing. These changes did not impact the methodology used to determine the total costs of growth.

Update to Projected Customer Numbers and Projected Capital Costs. The Regional Wastewater Services Plan (RWSP), which covers the period of 2003 through 2030, is the comprehensive plan for regional wastewater services and serves as the basis for projecting the number of customers, capital projects needed for capacity, and financial assumptions for the capacity charge. K.C.C. 28.86.160 requires an update of customer numbers and projected capital costs used to calculate the capacity charge every three years. The last capacity charge update occurred in 2024 and covers the capacity charge calculations for 2025 and 2026. WTD reports that the required capacity charge update will not be possible after 2030 without an updated RWSP because the capacity charge methodology in code is tied to the life of the RWSP, which currently extends through 2030.¹⁰ WTD reports that an updated methodology is anticipated to be in place ahead of the next three-year update cycle.

Improving the Capacity Charge Methodology for Determining "Growth Pays for Growth." The policies to determine how growth costs should be determined and allocated are in King County Code (K.C.C. 28.86.160(C) FP-15(4)). Here's how it works at the simplest level:

1. Growth-related costs are identified.
2. Monthly sewer rate revenue from "new customers" is calculated.
3. The capacity charge is set to cover any shortfall.

A 2016 Auditor's report¹¹ found that the model that calculates the annual amount of the capacity charge is highly complex, not transparent, not independently verifiable, and susceptible to errors. Furthermore, the audit found that some of the financial policies related to the capacity charge need clarification. The Executive concurred with almost all the audit findings and recommendations and noted that the desire for a simpler capacity charge approach is a long-held goal of WTD.

In 2020, WTD engaged a consultant to develop a new model approach that is simpler and reflects current industry standards. In 2021, WTD briefed MWPACC on the consultant's findings in a series of meetings. Later that year, WTD paused work on the capacity charge methodology review. WTD reports that in 2024 it requested that the consultant resume its work on revising the methodology for the capacity charge. WTD has begun to engage with MWPAAC on this effort and has received feedback from MWPAAC on the initial analysis. WTD will now develop preliminary estimates for future system growth and related capacity needs and use these preliminary estimates to calculate a new capacity charge using the proposed methodology. The results will be reviewed with the MWPAAC workgroup sometime in 2025. [The anticipated schedule for RWQC review has been moved from 2025 to sometime in the first or second quarter of 2026.](#) At that time, WTD will present the proposal to RWQC and draft policies to amend the code accordingly. Any changes to the capacity charge financial policies would have to be approved by the King County Council.

⁹ The commercial capacity charge structure also has an add-on category for non-fixture unit estimated flows where applicable to add the fixture unit RCE calculation.

¹⁰ See Subsection 3.a. of Financial Policy 15 in 28.86.160C.3(a)

¹¹ [Wastewater Capacity Charge: Unclear Whether Growth Is Paying for Growth](#)

Combined Sewer Overflows. WTD has been implementing King County's Combined Sewer Overflow (CSO) program for over three decades to control the County's CSO outfalls to the Washington State standard of no more than one untreated CSO discharge per year on a 20-year average. WTD reports it has spent over \$1 billion on CSO control since the early 1990s.

In 2013, King County entered into a federal consent decree to complete its CSO control projects in compliance with the federal Clean Water Act by December 31, 2030. In mid-2024, King County, Ecology, and the EPA reached an agreement in principle on the First Material Modification to 2013 Consent Decree on Combined Sewer Overflow (CSO), which extends the compliance milestones for the remaining CSO control projects and extends the overall compliance schedule from 2030 to 2037. WTD had assumed 2040 as a representative end date for CSO project completion since the 2022 sewer rate proposal.

With the adoption by Council of the modified consent decree in July 2024, WTD changed the CSO project completion date assumption in the rate forecasts to 2037. This means all but the final year of costs are now included in the ten-year forecast. The cost implications of this will be discussed later in the analysis section of the staff report.

Past CSO expenditures. Since the 2013 consent decree, the following completed CSO projects have cost an estimated \$538 million:

- Ballard Siphon
- North Beach Wet Weather Storage
- Murray Pump Station Upgrade
- Barton Pump Station Upgrade and Green Stormwater Infrastructure
- South Magnolia
- Rainier Valley Storage
- Georgetown Wet Weather Storage

The following additional projects are under way with an estimated \$206M spent to date:

- Ship Canal Water Quality Project
- West Duwamish Wet Weather Storage
- Elliot West Wet Weather Treatment Station Upgrade
- Mouth of Duwamish CSO Control Program

Regional Wastewater Services Plan. The Regional Wastewater Services Plan (RWSP) was adopted by Ordinance 13680 in November 1999 to ensure the continuation of high-quality wastewater treatment services through 2030. The RWSP is codified in King County Code Section 28.86.010 and 28.86.040 through 28.86.150. The RWSP outlines programs and projects through 2030 to increase wastewater system capacity and function; gives guidance on recovering and recycling beneficial resources from the wastewater treatment process; and provides direction on protecting and monitoring water quality and meeting permit conditions.

Many of the major projects outlined in the RWSP have been completed as the plan reaches the end of its intended planning period of 2030. WTD has re-launched¹² a planning effort to update the Regional Wastewater Services Plan. The RWQC expressed support for the [scoping document](#) and [charter](#) for the RWSP update. Both documents identify policy issues to be addressed by the RWSP related to financial policies, treatment, resource recovery, asset management, separated system conveyance, CSOs, resiliency, pollution, resource recovery, and odor control.

Required Rate Transmittal Information. The financial policies listed below specify the contextual information that is to accompany the rate transmittal. WTD has prepared a technical memo (Attachment 4) with the required information that provides information on the revenues, expenditures, debt service, operations, and capital programs that inform the rate. Additionally, as required by Motion 16434, beginning with the 2025 sewer rate forecast, the technical memorandum submitted with the annual sewer rate needs to identify the cost of activities WTD has undertaken and plans to undertake to address contaminants.

Financial Policy-16¹³: The executive shall prepare and submit to the council a report in support of the proposed monthly sewer rates for the next year, including the following information:

Key assumptions: key financial assumptions such as inflation, bond interest rates, investment income, size and timing of bond issues, and the considerations underlying the projection of future growth in residential customer equivalents.

Significant financial projections: all key projections, including the annual projection of operating and capital costs, debt service coverage, cash balances, revenue requirements, revenue projections and a discussion of significant factors that impact the degree of uncertainty associated with the projections.

Historical data: a discussion of the accuracy of the projections of costs and revenues from previous recent budgets, and

Policy options: calculations or analyses, or both, of the effect of certain policy options on the overall revenue requirement. These options should include alternative capital program accomplishment percentages (including a ninety percent, a ninety-five percent, and a one hundred percent accomplishment rate), and the rate shall be selected that most accurately matches historical performance in accomplishing the capital program and that shall not negatively impair the bond rating.

Timing of Rate Adoption. By contract with partner cities and sewer districts, the County is to complete its consideration of the sewer rate for the following year by July 1 of each year.

Recent RWQC and Council Legislation Related to Sewer Rate and Capacity Charge.

¹² The process to update the RWSP started in 2019 as the Clean Water Plan, which WTD paused at the end of 2021 to consider feedback it had received. The planning process restarted in 2024.

Motion 16410 Long-term Capital Forecast. The motion requests WTD research and identify methodologies to forecast the long-term costs of its capital improvement needs. The motion requested that the recommended methodologies should allow for forecast periods of up to 75 years and should also allow for changes in various assumptions, including growth capacity and known and projected regulatory requirements, such that forecast scenarios can be compared using different assumptions. The report on the long-term methodology was completed by a firm specializing in providing financial and management consulting expertise to local utilities.

Motion 16449 Long-term Rate Forecast. In October 2023, the Council adopted Motion 16449, requesting WTD develop and maintain a long-term financial and sewer rate forecast. The motion specifies that the forecast should be based on revenue requirements needed for the operating and capital investment needs of the regional wastewater system and allow for forecasting periods of up to 75 years. The motion intended to allow for the comparison of forecast scenarios using different assumptions.

On June 4, 2025, RWQC was briefed on the progress in developing a long-term financial and sewer rate forecast, and as requested by the motion, WTD will brief RWQC in July 2025 on the Division's long-term financial and sewer rate forecast.

RWQC Resolution 2024-01. In April 2024, RWQC adopted a resolution expressing RWQC's interest in the sewer rate and capacity charge and requesting the Metropolitan Water Pollution Abatement Advisory Committee continue performing a technical review of the annual sewer rate and capacity charge. The resolution states the RWQC may choose, upon its policy review of the proposed annual sewer rate and capacity charge and the Metropolitan Pollution Abatement Advisory Committee recommendations, to convey its policy recommendations on the proposed sewer rate and capacity charge to the King County council. (Please see Attachment 9 for RWQC's recommendation letter.)

ANALYSIS

Proposed Ordinance 2025-0129 (Attachment 1) would adopt the 2026 sewer rate and capacity charge. It would increase the monthly sewer rate effective in 2026 by 7.5 percent from \$58.28 to \$62.66. The proposed ordinance would also set the capacity charge for new connections to the regional system occurring in 2026 at \$77.99 per Residential Customer Equivalent (RCE) per month, a 2.5 percent increase over the 2025 monthly charge of \$76.09.

The first part of this analysis section will discuss the **Sewer Rate** and the key assumptions and changes influencing the proposed rate and the forecast. The [Capacity Charge](#) is discussed later in the staff report.

Comparing 2025 and 2026 10-Year Sewer Rate Forecasts. As shown in Tables 2 and 3, the proposed 2026 rate is only .05 percent higher than was forecast in the prior forecast even though, as will be discussed later in the staff report, expenditures are increasing significantly over the forecast period. This relative consistency in the rate projection from the prior year reflects the Executive's policy decision to maintain predictability from the prior year's forecast. This is possible because WTD sets its cash revenue (rate) requirements based on a 10-year average over the forecast period, which allows WTD to make adjustments to the annual rates.

As shown in Tables 2 and 3, the 2026 rate forecast projects significantly larger rate increases when compared to the prior forecast for 2027 through 2031. In the final years of the 2026 10-year forecast, the rate increases are smaller than the prior forecast. As will be discussed later in this staff report, the projected sewer rate increases over the forecast period are primarily driven by the increasing capital portfolio of projects and the need for cash to fund capital projects and pay new and existing debt services.

Table 2.¹⁴
Proposed 2026 Sewer Rate and Forecast

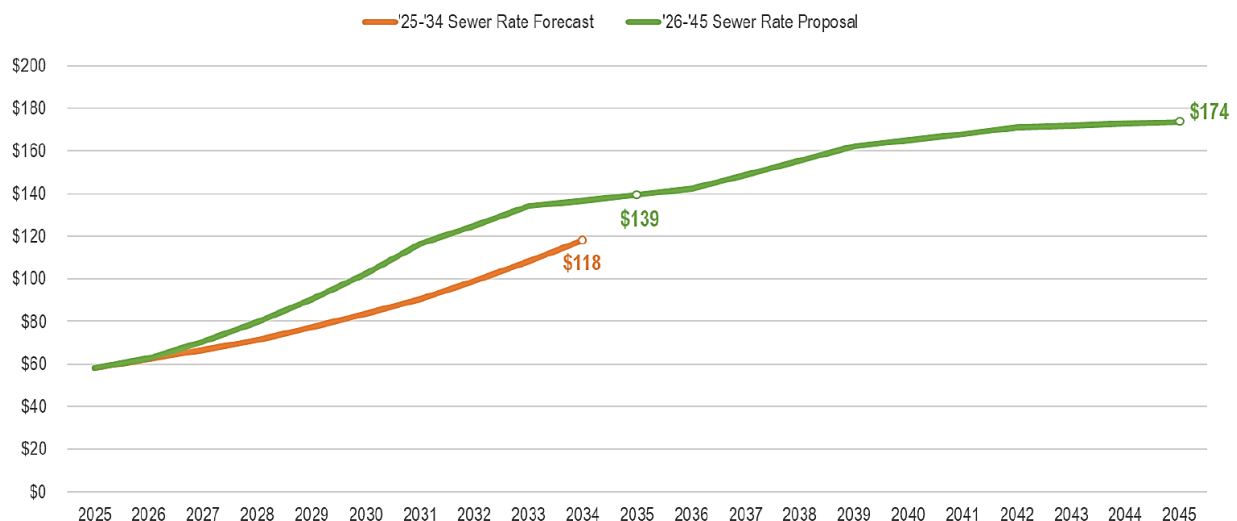
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Rate Increase %	5.75%	7.50%	12.75%	12.75%	13.50%	13.50%	13.50%	7.25%	7.25%	2.00%	2.00%
Monthly Sewer Rate	\$58.28	\$62.66	\$70.65	\$79.66	\$90.42	\$102.63	\$116.49	\$124.94	\$134.00	\$136.68	\$139.42
Rate Increase \$	\$3.17	\$4.38	\$7.99	\$9.01	\$10.76	\$12.21	\$13.86	\$8.45	\$9.06	\$2.68	\$2.74

Table 3.¹⁵
Adopted 2025 Sewer Rate and Forecast

2025-2034 Rate Forecast	Adopted										
2025 Adopted Sewer Rate	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Rate Increase %	5.75%	7.00%	7.00%	7.00%	8.25%	8.25%	8.25%	9.25%	9.25%	9.25%	
Monthly Sewer Rate	\$58.28	\$62.36	\$66.73	\$71.41	\$77.31	\$83.69	\$90.60	\$98.99	\$108.15	\$118.16	
Rate Increase \$	\$3.17	\$4.08	\$4.37	\$4.68	\$5.90	\$6.38	\$6.91	\$8.39	\$9.16	\$10.01	

The increase in rates in the 2026 10-year forecast compared to the 2025 forecast are also shown in Figure 1, Sewer Rate Path.

Figure 1.¹⁶
Sewer Rate Path



¹⁴ 2025 Sewer Rate Technical Memo, page 5

¹⁵ 2025 Sewer Rate Technical Memo, page 5

¹⁶ WTD [Presentation](#) to MWPAAC Rates & Finance Subcommittee, March 6, 2025

Second Decade Forecast. As shown in Figure 1 and Table 4, the 2026 sewer rate forecast includes, for the first time, an extension of the forecast period by an additional ten years. Motion 16449 requests WTD develop a rate forecast for up to 75 years and the final deliverable is due in July 2025. Since the development of the long-term forecast aligned with the 2026 rate transmittal, WTD has included the second decade of the forecast in this transmittal.

Table 4.¹⁷
2036-2045 Rate Forecast

	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045
Rate Increase %		2.00%	4.50%	4.50%	4.50%	1.75%	1.75%	1.75%	0.50%	0.50%	0.50%
Monthly Sewer Rate		\$142.21	\$148.61	\$155.30	\$162.29	\$165.14	\$168.03	\$170.98	\$171.84	\$172.70	\$173.57
Rate Increase \$		\$2.79	\$6.40	\$6.69	\$6.99	\$2.85	\$2.89	\$2.95	\$0.86	\$0.86	\$0.87

As shown in Table 4, the second decade of the 2026 forecast reflects a reduction in capital expenditures expected in the second decade compared to the first ten years, including no regulatory expenditures projected beyond 2037. WTD reports that this second decade's forecast has significant uncertainty. There are currently no regulatory costs projected beyond 2037 or, as WTD notes, costs related to contaminants of emerging concern or nutrient removal costs beyond the first permit.

Capital Forecast Continues to Project Significant Growth. With every rate proposal, WTD updates its 10-year forecast of capital expenditures. The 2026-2035 total capital forecast is \$11.4 billion. As WTD reports, the CIP projection reflects the challenge of a "stacking" problem of multiple, large problems needing to happen at the same time.

This section of the staff report discusses the approach to developing the capital forecast, categories of capital projects, comparisons to the prior 2025 10-year forecast, and funding for capital expenditures.

Updated Approach to Developing Capital Expenditure Forecast. Capital forecasts are necessary to determine the amount of funding (cash and debt) needed to pay for the CIP and directly impact the 10-year forecast. With the 2026 10-year rate forecast, WTD has updated its approach to forecasting capital expenditures. The new approach tries to take into consideration the complexity of the projects, the capacity to deliver concurrent projects, historical accomplishment rates, and legally required timelines.

As in the previous forecast, the method used for the 2026 forecast depends on whether it is a current, conceptual, or regulatory project. The 2026 10-year forecast includes changes to how capital forecasts are developed. The changes are discussed in [Appendix 1](#) of this staff report. In summary, the changes reflect that WTD anticipates being able to deliver more capital expenditures than forecast in the previous forecast.

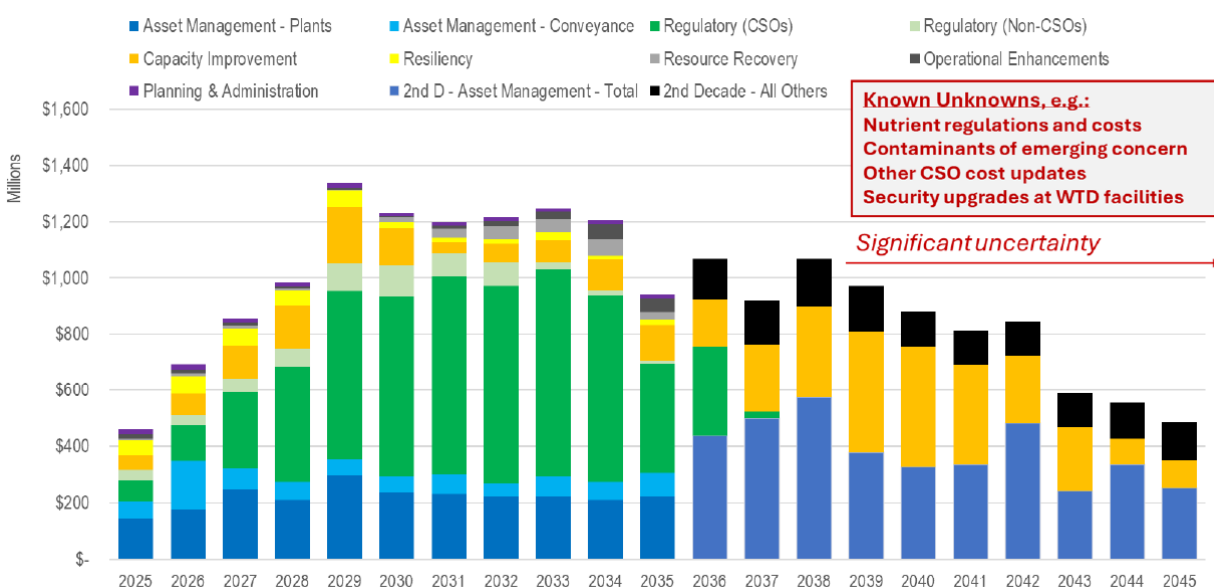
WTD reports that it will continue to evaluate the approach used to project capital expenditures. Given the significant growth of the capital program beyond what WTD has delivered in the past and the complexity of developing a forecast with so many variables,

¹⁷ 2025 Sewer Rate Technical Memo, page 5

Council may wish to encourage WTD to engage MWPAAC in an in-depth review of the method selected to forecast the amount of capital expenditures that will occur in each year of the forecast. While such a review would not be in time for the 2026 rate, it could help inform the 2027 rate and the remaining years of the 10-year rate projection.

Categories of Capital Expenditures. Figure 2 shows the expenditure categories that make up the capital forecast in 2026-2035. Regulatory compliance and capacity improvement projects are the largest categories of projects. As shown in Figure 2, regulatory compliance expenditures are projected to make up a growing share of the capital expenditures in this forecast.

Figure 2.¹⁸
CIP Components for 2026-2035 Financial Forecast

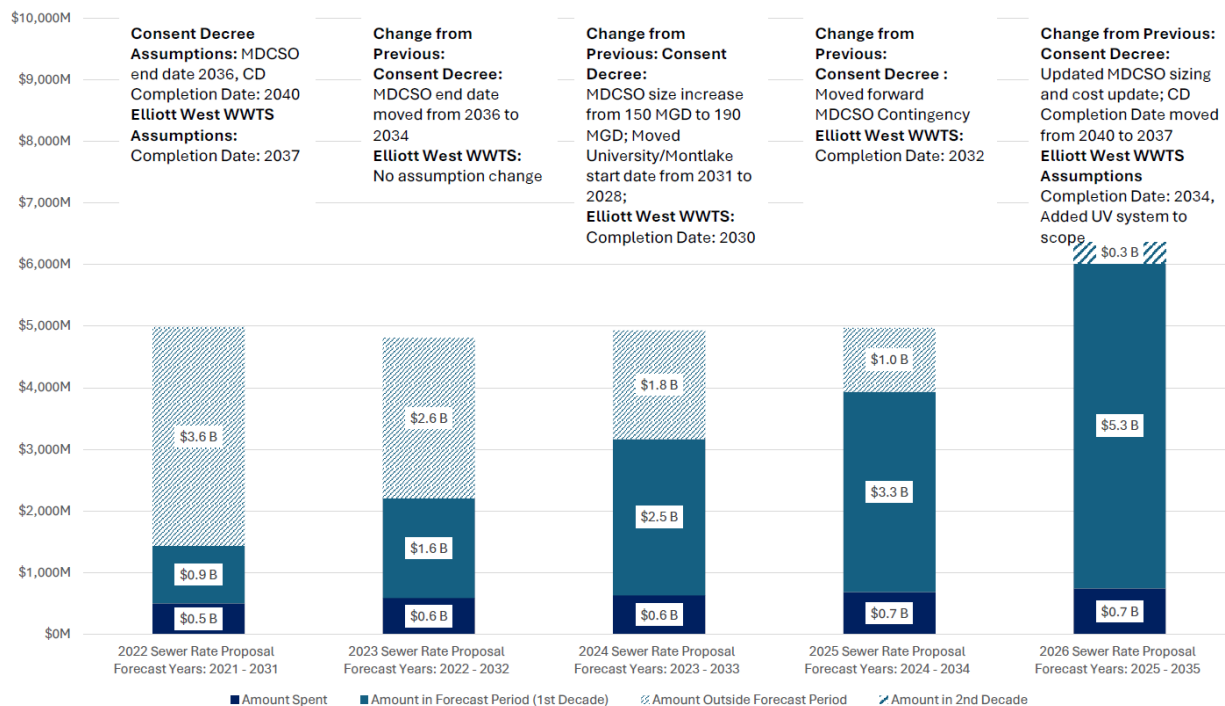


Regulatory Projects.

Modified Combined Sewer Overflow (CSO) Consent Decree Costs. When the Modified Consent Decree was adopted by the Council in July 2024 (Ordinance 19801), the total estimated cost range to complete the remaining projects was \$1.7 billion and \$4.9 billion. Now, with new cost estimates for the Mouth of Duwamish CSO, the completion date moved from 2040 to 2037 for other CSOs, and a new year in the forecast period (2035), cost estimates in this forecast period are \$2 billion higher than in the 2025 sewer rate proposal with forecast years 2024-2034. Figure 3 shows the increasing CSO costs in the rate forecasts over the last five rate forecasts.

¹⁸ 2025 Sewer Rate Technical Memo, page 17

**Figure 3.¹⁹
Evolving CSO Costs in Rate Forecasts**



According to WTD, the 2026 Sewer Rate Forecast CIP includes \$4 billion (escalated) to complete the four projects underway – Ship Canal Water Quality Project, West Duwamish, Mouth of Duwamish (MDCSO), and Elliott West. University and Montlake CSO control projects are not yet in delivery. Early planning activities are underway as WTD prepares to charter these projects in late 2026. Planning-level estimates for University and Montlake projects are \$1.5 billion (escalated) in the 2026 Sewer Rate Forecast CIP. Council staff have asked for information on when those cost estimates were last updated beyond the standard inflation factor applied to all projects.

The Consent Decree additionally requires supplemental compliance activities for projects that were completed but have not brought an outfall into control. WTD currently has supplemental compliance plans for four uncontrolled outfalls. An estimated \$75 million (escalated) is forecast in the 2026 Sewer Rate Forecast CIP to bring these outfalls into control by 2037 based on early planning-level estimates.

Increasing MDCSO Costs. As part of the 2026 rate review, Council staff asked for information as to why the costs for the MDCSO²⁰ have significantly increased in this forecast when compared to the prior forecast and when compared to the information provided in the transmittal package the ordinance authorizing the modification of the CSO consent decree. WTD reports:

At the time of the Consent Decree modification process and the 2025 sewer rate process, only the earlier planning level estimates for MDCSO facilities were available. Prior to this year's rate development process, cost estimates for the set of MDCSO

¹⁹ Attachment 4: PowerPoint King County Wastewater Treatment Division 2026 Sewer Rate

²⁰ <https://kingcounty.gov/en/dept/dnrp/waste-services/wastewater-treatment/programs/mdcso>

projects reflected high-level planning work initially completed in 2018 for the CSO Long Term Control Plan, a study that looks at the entire combined system and identifies regulatory compliance needs. In 2022 and 2023, these cost estimates were revised to incorporate updated planning assumptions that factored into scope of facilities at chartering.

In 2023, the WTD MDCSO program team initiated the pre-design process to update the planning level cost estimate and inform the MDCSO Wet Weather Facilities Engineering Report, a document specific to these facilities and required by King County's Consent Decree with regulatory agencies. The Engineering Report reflects the effects of climate change which means larger projected storm volumes, higher design flows and larger facilities. The current cost estimate, produced in January 2025, also incorporates the effects of market conditions and scope definition refinements. It was developed consistent with the Association for Advancement of Cost Engineering International (AACE) methodology.

- Construction materials have increased up to 25-40 percent since 2020. Materials make up about 60 percent of construction costs, and about 30-40 percent of overall program costs.*
- Labor rates in the region increased by about 11 percent from 2022 to 2024. Conversations with contractors continue to reflect regional labor shortages for construction workers and engineering disciplines.*
- The large number of other similar construction projects in our region (WSDOT, Port of Seattle, City of Seattle, Sound Transit and others) has created a 'contractor's market' where bidders can choose the most attractive projects, decreasing competition and exacerbating upward pressure on project costs.*
- Ensuring regulatory compliance, including accounting for climate change, has led to a higher capacity treatment facility (190MGD to 240MGD) and larger storage volume for the Chelan tank (3MG to 7MG), compared to the earlier planning level estimate.*

High Level of Uncertainty in Cost Projection for MDCSO Projects. According to WTD, a major capital program like MDCSO with multiple projects of this scale and at this early phase inherently has uncertainties and risks better understood as the design is advanced. WTD reports that the risks will be managed throughout the Program²¹ life cycle. The cost estimate has been prepared by consulting firms with expertise in large capital projects. The current cost estimate (January 2025) for the MDCSO is an AACE (Association for Advancement of Cost Engineering International) methodology Class 5 estimate, with an expected accuracy range of -50% to +100% at this stage.

Given the significant cost of this project, WTD was asked by both MWPAAC and RWQC for additional information on steps WTD has taken to validate the cost estimate at this stage in the project. WTD reports:

A variety of double-checking steps have been taken (e.g., material cost benchmarking, quantity take-offs, historical comparisons, risk allocations and contingency) to validate the cost assumptions. The project team will also conduct a quantitative risk assessment in March 2025, to further refine risk and contingency allocations.

²¹ WTD refers to the MDCSO as a Program because of its size and complexity.

Proceeding along the AACE method helps to further refine the cost estimate and improve certainty. The following examples of verification are undertaken during the cost estimation process:

- Internal QA/QC review: Ensures consistency with AACE methodology and incorporate WTD project development experience.*
- Benchmarking against comparable projects: Includes construction benchmarks from current WTD construction projects, e.g., Georgetown Wet Weather Treatment Station and others. Indirect costs are consistent with peer agency wastewater treatment programs of similar scale.*
- Market-based pricing validation: Utilizes contractor pricing models, quotes and commercially available cost data, and industry-specific cost trends.*
- Estimate reconciliations: The MDCSO estimate is currently undergoing a reconciliation process where two cost independent estimates are compared by the project team and any differences discussed and reconciled for the selected alternative in the Engineering Report. As part of cost management best practices, additional independent review will occur as the program proceeds.*

Expenditure Schedule for MDCSO. As discussed later in the staff report, the capital expenditure forecast for MDCSO reflects the policy decision to assume that 100 percent of the costs for regulatory projects will be expended as required by regulation. As such, the MDCSO Program schedule is based on legal obligations to meet the modified consent decree deadlines and avoid penalties. Council staff asked how realistic the spending plan is for this project. WTD reports that the spending projections are considered realistic per the current phase of the Program and WTD Capital Project delivery practices when the forecast was developed. The spending forecast is based on an AACEi Class 5 Estimate that has a scope definition of approximately 2 percent. WTD reports it has resourced the Program with internal staff and consultants to meet the schedule. WTD is preparing for some contractor procurements in 2026 to meet the schedule. Other critical early work to advance the MDSCO projects will be property acquisition.

Nutrient Reduction Projects. According to the Department of Ecology, discharges of excess nutrients, particularly nitrogen, to Puget Sound from wastewater treatment facilities are contributing to existing low oxygen levels in Puget Sound. In 2022, the Department of Ecology issued the Puget Sound Nutrient General Permit (PSNGP), which would have required additional capital investments to meet the permit requirement. In February 2025, the Pollution Control Hearings Board invalidated the permit and remanded it back to Ecology for further action.

The recent Pollution Controls Hearing Board decision to invalidate the PSNGP adds to WTD's regulatory uncertainty because it means the current permit requirements have not been set. However, the Department of Ecology has already stated that it will pursue a voluntary version of the permit. If agencies do not opt into the voluntary permit, then Ecology will pursue modifications of the National Pollutant Discharge Elimination System (NPDES) permit for each plant or take other actions to impose nutrient regulations. The Department of Ecology anticipates issuing a new decision in June 2025.

WTD recognizes that the rate proposal was developed before the Pollution Control Hearings Board decision. Since WTD does not have a finalized regulatory framework, some uncertainty exists around what nutrient investments will be required in the forecast.

The current estimate is based on the conceptual scope defined under the original PSNGP, specifically the "Action Level" framework, and is based on the best available information and a recognition that some form of nutrient regulation still appears likely. WTD reports it will continue to monitor developments closely and adjust future forecasts as regulatory clarity improves.

The 2026-2035 forecast includes about \$390 million related to nutrient reduction. Of this amount, \$350 million is for projects identified through the Nitrogen Removal Optimization planning effort. This study evaluated strategies to keep nutrient discharges below the "Action Level" established in the initial Puget Sound Nutrient General Permit (PSNGP). The recommended investments are intended to maintain compliance with that threshold over the next 10–15 years, support the permit's adaptive management framework, and align with broader treatment plant needs and planning efforts.

Most of these investments involve targeted upgrades to the secondary treatment process at South Plant, with one potential side stream treatment project at an as-yet-unspecified facility. In addition to helping manage nutrient discharges, these projects would offer other benefits, including reducing wear and tear on other assets and operability improvements. Approximately \$29 million in expenditures were assumed for 2026 through 2027.

Other Large CIP Projects. In addition to the regulatory projects described earlier in the staff report, there are other large projects in the 10-year forecast. Projected expenditures for individual projects are updated in the six-year CIP, which will be transmitted as part of the budget process.

West Point Electrical Improvements. (\$400 million). This program will replace approximately 300 electrical assets, relocate nine additional electrical assets, and coordinate these efforts with other electrical and asset replacement projects at West Point Treatment Plant (WPTP) in Seattle.

West Point Treatment Plant (WPTP) Raw Sewage Pump Replacement. The existing raw sewage pump system was built in 1966, with a capacity of 440 million gallons of wastewater and stormwater per day. While the capacity remained at 440 million gallons per day, pumping untreated combined sewage over a long time has resulted in significant wear on the pumps. The purpose of this project is to replace the Raw Sewage Pump (RSP) system and make seismic upgrades. In addition, the project will also replace the existing boiler system prior to completion of the RSP replacement to provide the heat necessary to maintain a stable treatment process.

West Point Treatment Plant (WPTP) Critical Gate Refurbishment. The objective of this program is to restore full functionality to critical treatment plant wastewater flow control gates and their support systems at the WPTP in Seattle.

Offsite Level Controls and Communication Upgrade. (\$470 million). The scope of this program is to bring all offsite facility wet well level controls and communications equipment into conformance with WTD Design Standards to improve safety, reliability, and operability. This program will replace obsolete level controls and communications equipment at Pump Stations (PS), Regulator Stations (RS), and Combined Sewer

Overflow (CSO) facilities located throughout the service area. This programmatic project will group upgrades at multiple facilities into subprojects.

Asset Management Expenditures. The forecast for the asset management categories for the years 2025-2035 is \$3.2 billion. As the system continues to age, the scope and cost of Tier 1 projects, the highest priority project, have continued to increase. In the 2026 10-year forecast, WTD intends to address 67 percent (\$2.8 billion) of Tier 1 asset management projects and 33 percent (\$1.4 billion) of Tier 1 projects in the second decade.

Conveyance System Improvement and I/I Projects Largely Deferred. For the 2026 forecast, the proposal largely continues the practice from the 2024 and 2025 forecasts of deferring the CSI-I/I projects with a lower risk of capacity-related overflows. This includes those projects that have not had a capacity-related overflow in the last 10 years.

Strategic Climate Action Plan Projects. The 2026-2035 forecast includes \$261 million for SCAP projects for various initiatives, including significant upgrades to the biogas systems across all three regional plants. Additionally, funds are earmarked for investments in Class A biosolids production and numerous energy-saving projects, primarily focusing on replacing powered equipment such as pumps. The forecast also encompasses investments in the reclaimed water program at Brightwater, along with the installation of electric vehicle charging stations.

Complete Project List. Council staff have asked for a list of all the projects in the ten-year forecast. [As of the writing of this staff report, Council staff have not received the list of capital projects in the 10-year forecast. It will be distributed separately if it is received prior to the meeting.](#) This project list will represent a placeholder list of projects as the final list of projects to be funded is selected each year as part of the budget process and the development of the six-year CIP.

Forecasted Capital Expenditures Versus Actual Expenditures. The capital accomplishment rate is the amount of actual capital spending that occurs in the year compared with the amount of capital spending planned. WTD reports the actual 2024 accomplishment rate was lower than projected, largely because of significant underspend in 2024. Council staff have asked WTD to provide information on the target accomplishment rate for each year for the ten-year proposed rate forecast.

Table 5.²²
Historical Accomplishment Rates for the Capital Program (\$ in millions)

Accomplishment Rate	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Capital Improvement Program	\$191	\$207	\$211	\$246	\$262	\$247	\$291	\$360	\$386	\$401
Actual Annual CIP Spend	\$160	\$168	\$188	\$231	\$211	\$199	\$201	\$259	\$351	\$313
Actual Accomplishment Rate	84%	81%	89%	94%	81%	81%	69%	72%	91%	78%

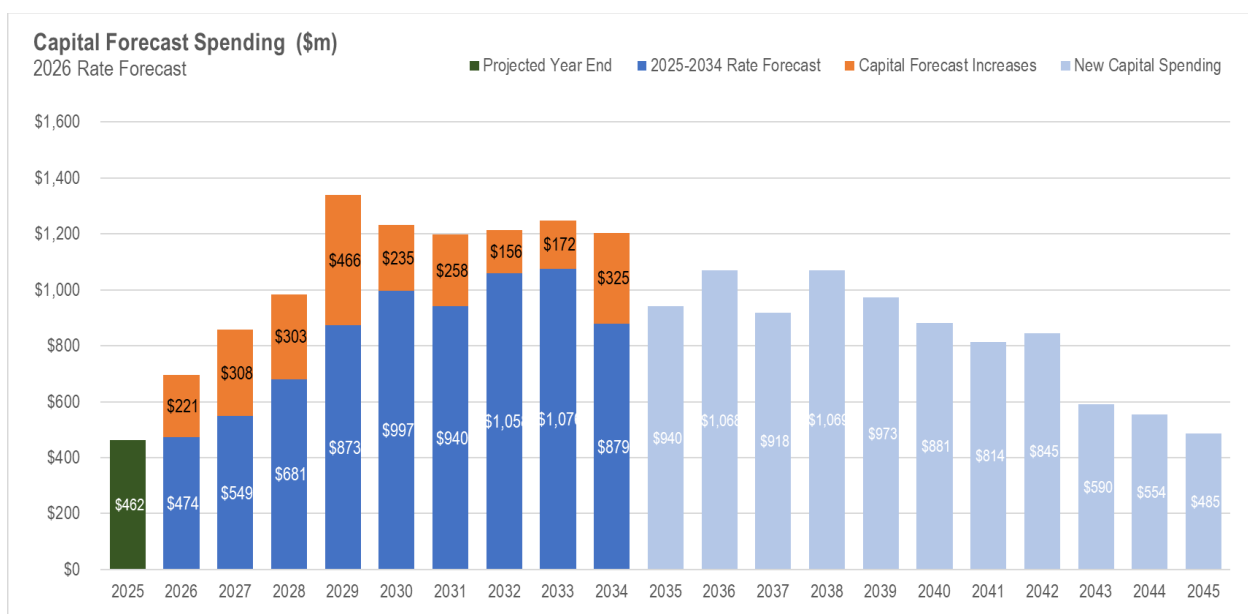
²² 2025 Sewer Rate Technical Memo, page 13

Comparison of 2006 Capital Forecast to Prior Ten-Year Forecast. As shown below in Figure 4, the capital forecast is increasing each year compared to the prior forecast.

WTD reports that looking across the ten-year forecast, the increased expenditures are largely due to:

- Cost increase for Mouth of Duwamish (\$1.4 billion) for the increase.
- \$800 million due to higher than projected cost increases. These costs would have removed with anticipated underspend, but are now carried forward for 3 years.
- \$230 million added to this 10-year forecast because the University and Montlake projects are now in the forecast window.
- \$610 million from 2024 coming out of the forecast window and 2035 coming on.

Figure 4.²³
Proposed 2026 Capital Forecast vs. Adopted 2025 Plan



Uncertainty in Expenditure Forecasts. The projected expenditures for each year of WTD's 10-year capital forecast includes uncertainty due to many factors, including staffing capacity to deliver projects, contractor availability, project delays, scoping changes, cost increases, and regulatory decisions. In addition, macro-economic issues such as tariffs, which are not considered in this forecast, could significantly increase project costs and delivery schedules. For future forecasts, the Council may wish to request WTD to further detail the level of uncertainty represented in the 10-year forecast.

Capital Forecasting Scenarios. As proposed, the 2026 rate forecast does not include different scenarios that would allow the Council to evaluate the risks and benefits of what could be accomplished at different spending levels. Such an approach is identified in the report, *Capital Investment Forecasting Methodologies and Recommendations*. For future forecasts, the Council may wish to request WTD provide scenarios such that the benefits, risks, and rate impacts of different investment levels can be seen.

²³ Attachment 4: PowerPoint King County Wastewater Treatment Division 2026 Sewer Rate

Differences Between 2025 and 2026 Annual Forecasts. The expenditures for 2025 and 2026 are expected to increase beyond what was projected in 2026. The 2025 forecast is about \$64 million higher than projected in 2024 because the approach to forecasting capital expenditures has shifted to a more comprehensive view. Similarly, the 2026 forecast has increased by about \$221 million, and the 2027 forecast by \$307 million. WTD reports it is not possible to attribute the \$221 million increase in 2026 and the \$308 million increase in 2027 to projects with specificity due to the change in forecasting methodology. Under the approach used for this forecast, project team forecasts are used with minor adjustments made only for anticipated underspending due to schedule risk and carryforward of funds. These increases primarily reflect higher projected costs to deliver the current portfolio of active projects based on updated schedules and cost estimates. In contrast, the previous methodology assumed more of these projects would be delayed due to staffing constraints, which is no longer the case in this updated forecast. As noted earlier, Council staff have asked for additional clarification on the WTD's new approach to forecasting.

Additionally, as shown in Table 6, when compared to the prior forecast period, regulatory projects now make up 17 percent more of the ten-year capital forecast.

Table 6.²⁴
Categories of Capital Expenditures in 2025 vs. 2026 Forecast

	2025 Rate ('24-'34)		2026 Rate ('25-'35)		Percentage Diff
	Decade Total	Percentage	Decade Total	Percentage	
Asset Management - Conveyance	\$ 944,671,558	11.5%	\$ 815,161,582	7.2%	-4.3%
Asset Management - Plants	1,906,696,033	23.1%	2,435,242,909	21.4%	-1.7%
Capacity Improvement	1,612,151,305	19.6%	1,147,523,921	10.1%	-9.5%
Operational Enhancements	173,691,419	2.1%	211,629,668	1.9%	-0.2%
Planning & Administration	120,779,515	1.5%	167,483,325	1.5%	0.0%
Resource Recovery	213,997,164	2.6%	260,224,672	2.3%	-0.3%
Regulatory	2,878,438,581	34.9%	5,931,262,266	52.1%	17.2%
Resiliency	390,404,318	4.7%	405,582,630	3.6%	-1.2%
Total	\$ 8,240,829,893	100.0%	\$ 11,374,110,972	100.0%	0.0%

Capital Program Oversight. At the May 28, 2025, BFM committee meeting, members asked about options for oversight of WTD's capital program. During the 2025 budget process, WTD provided information on its internal Portfolio Management system that conducts portfolio, program, and project oversight through an internal governance system. Information provided by WTD on the division's capital portfolio management system can be found in Attachment 7.

Given the large and growing capital portfolio of projects, the RWQC and MWPACC both recommended a review of the capital program by independent experts in order to promote transparency and identify opportunities for improvement. This effort could review the project prioritization process, project sequencing, and methods for forecasting expenditures and offer recommendations for how WTD could improve communication to stakeholders about the capital program to allow stakeholders to provide input on various portfolio options.

²⁴ Provided by Wastewater Treatment Division

Capital Improvement Program Funding. Two primary sources fund the capital improvement program: 1) cash generated from the sewer rate and capacity charge revenues and 2) debt financing from revenue bonds or low-interest state and federal loan programs. Figure 5 shows the amount and type of capital funding.

Cash Funding. Since 2023, WTD has used an original cost depreciation²⁵ method for setting cash funding targets for its CIP. With this method, the average annual cash contribution is equivalent to the average annual depreciation in the forecast period. This means that WTD uses the total expected depreciation over the forecast period to determine the total cash contributions required in the next 10 years. Cash-funding requirements are averaged over the next 10 years of the forecast period, allowing WTD to smooth rate increases and produce a more stable rate path. According to WTD, this original depreciation approach reduces the near-term rate spikes caused by large CIP investments in a particular year because the fiscal impact of the CIP investment is spread over the useful life of the asset. A 2022 WTD presentation notes, "this methodology is widely accepted in the industry, reduces the volatility in rate forecasting, and achieves lower rate increases given projected CIP forecasts."

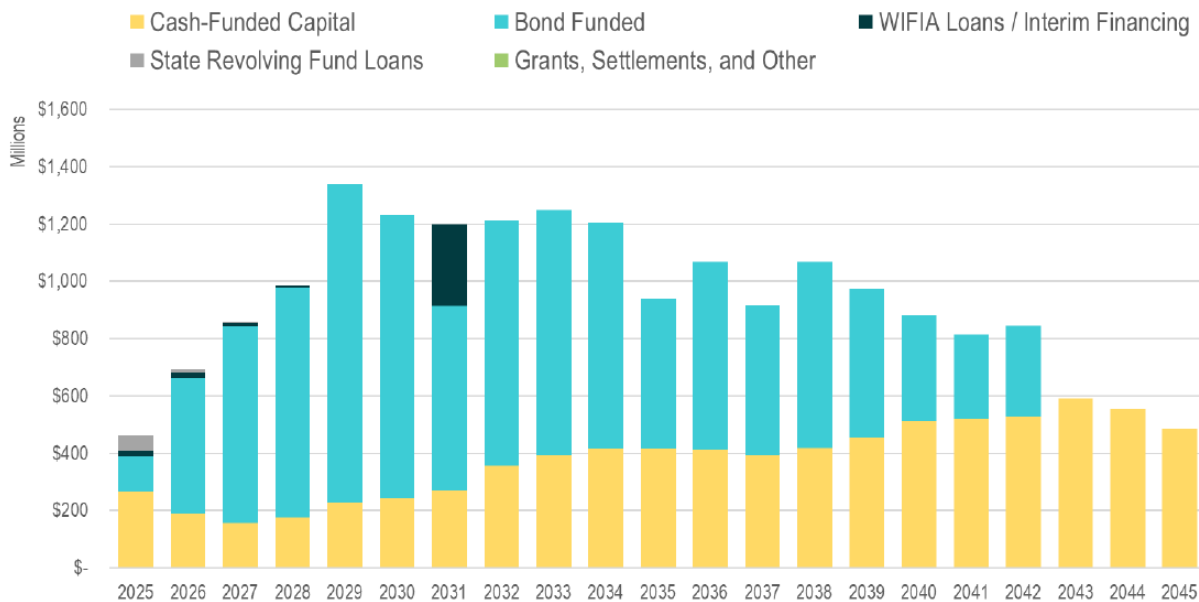
According to the technical memo, the total forecasted depreciation over the next 10 years translates into approximately 28 percent of the total CIP. WTD reports that the cash funding approach is set for review and reconsideration on a five-year cadence. WTD reports that the next substantive review will occur again in 2027 for 2028 implementation of any potential updates. Additionally, Council staff note that analysis of financial policies for capital financing and debt management, and financial planning and revenue sufficiency, is also set to occur as part of the RWSP Update in 2026 according to the RWSP Charter.

At the May 28, 2025, BFM committee meeting, members asked for additional information on the depreciation method used and to what extent WTD's projected cash-to-debt ratio reflects the idea that tomorrow's residents should pay their fair share of today's capital expenditure. WTD's response can be found at the end of this staff report.

Debt Financing. WTD uses debt financing to provide the remaining funds needed after the use of cash. Debt financing represents 72 percent of total project funding over the next 10 years. The main sources of debt available to WTD include state loans, federal Water Infrastructure Finance and Innovation Act (WIFIA) loans, and revenue bonds. Figure 5 shows the capital funding forecast and capital funding sources.

²⁵ Depreciation is an accounting concept calculated by dividing an asset's cost by its estimated useful life, representing how much that asset is expected to wear out or lose value every year. Original cost refers to the actual cost of an asset, rather than the cost adjusted for inflation.

Figure 5.²⁶
Capital Funding Sources



Note: Higher cash funding shown in 2025 is the result of a debt defeasance transaction postponed from November 2024 to February 2025.

Operating Expenditures. WTD's 2025 operating budget is the basis for forecasting operating costs for future years. The 2025 sewer rate and financial forecast included budgeted operating expenditures at \$224 million. WTD's spending forecast assumes a budget amendment and includes base-year operating expenditures at \$227.6 million. According to the technical memo, the increase in operating expenditures for 2025 is due to a series of general wage increases for County staff, including a 5.5 percent increase for 2025.

²⁶ 2025 Sewer Rate Technical Memo, page 18

Table 7.²⁷
Historical Annual Increase in WTD Operating Expenditures

Year	Operating Expenses	Annual Growth
2013	117,183	2.0%
2014	124,201	6.0%
2015	128,926	3.8%
2016	136,321	5.7%
2017	148,199	8.7%
2018	152,589	3.0%
2019	155,785	2.1%
2020	158,660	1.8%
2021	158,628	0.0%
2022	173,870	9.6%
2023	187,185	18.3%
2024	205,478	18.2%
Average		6.6%

Forecasted Increase in Operating Expenditures. Operating expenditures are forecasted to account for 40 percent of the revenue requirements for the sewer rate in 2026. Operating expenditures are forecasted to increase by 9.5 percent from \$227.6 million in 2025 to \$249.3 million in 2026. The operating costs for WTD's base year (2026) forecast include adjustments for significant known increases, such as electricity and chemicals, in addition to updated prices where recent inflation exceeded previous forecast assumptions. According to WTD, the growth in the operating costs assumption reflects increased staffing levels to better meet industry standards and the growing needs of aging facilities, capital project participation, and higher costs of biosolids transportation. Operating costs are forecast to increase by approximately 7 percent from 2026 to 2027, approximately 6 percent from 2028 through 2030, and approximately 5 percent from 2031 through 2035.

The technical memo briefly describes the need for this additional operational staff on pages 11 and 12, but it does not include any estimate as to the number of additional staff that will be requested as part of future budget requests. The technical memo does note that a portion of the identified staffing needs will be requested in 2026, and the remainder of the requests will be spread over the following years.

Rate Smoothing. Over the forecast period, WTD aims to develop a "smooth" sewer rate forecast that provides for fewer steep spikes. According to the technical memo, a smoothed sewer rate forecast allows for the collection of revenues that exceed expenditures in a given year and are less than expenditures in subsequent years to fully fund the utility over the forecast period with less volatility.

Smoothing rates means moving from considering only the revenue needs in a particular year to considering the needs over a more extended period to smooth year-to-year

²⁷ 2025 Sewer Rate Technical Memo, page 11

increases. The first step in rate smoothing is setting the cash target for every year of the forecast to match the estimated annual depreciation. As shown in Table 8, using only the original cost depreciation method, the sewer rate would still have spikes within the forecast period. To smooth those spikes, WTD reviews the entire forecast period, and, when necessary, to create a gradual trajectory of rate increases, the projection anticipates transferring more cash to the capital fund than the cash-funding target for that year. The same amount is reduced from the transfer in a later year of the forecast. At the end of the 10-year forecast, total cumulative revenues and expenditures²⁸ are balanced.

Table 8.²⁹
2026 Forecast Before and After Rate Smoothing

2026 Proposed Sewer Rate	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2025-2035
Rev. Req. Pre Smoothing (\$m)	\$693	\$794	\$868	\$926	\$1,052	\$1,180	\$1,270	\$1,346	\$1,456	\$1,528	\$1,592	\$12,705
Rate Increase %	5.75%	17.75%	9.83%	6.58%	14.82%	12.85%	7.44%	5.78%	8.35%	4.61%	3.72%	
Rev. Req. Post Smoothing (\$m)	\$693	\$737	\$822	\$918	\$1,034	\$1,165	\$1,314	\$1,412	\$1,515	\$1,554	\$1,595	\$12,760
Rate Increase %	5.75%	7.50%	12.75%	12.75%	13.50%	13.50%	13.50%	7.25%	7.25%	2.00%	2.00%	

Table 8 shows the impact of rate smoothing on the sewer rate. The second row of the table shows that even after using the original cost depreciation method approach, the proposed rates would have steep ups and downs. The smoothed rate is shown in the fourth row. However, given the large rate "spike" projected from 2026 to 2027, Council staff have asked WTD what other rate "smoothing" options were considered that would have resulted in a more gradual increase. WTD's response is below:

"Once the 2026 rate increase is fixed at 7.50%, as opposed to the pre-smoothing rate increase of 17.75%, the pre-smoothing rate for 2027 becomes 21.22%. The 12.75% increase in 2027 is meant to smooth that updated pre-smoothing increase of 21.22%. As discussed in prior meetings, rate smoothing is part science and part art. Part of this is balancing customer impact (avoiding "rate shock") with financial risk. The financial risk comes from collecting revenues below cash-funding target in the first years, expecting to make up for it in the following years. Any stair stepping more gradual than the current proposal would either incur higher financial risk in the short term or require a higher rate increase peak in the middle of the forecast."

With each new forecast, more information becomes available about the timing of future expenditures. WTD reports that the projected rate path may need to be re-smoothed by making adjustments from the prior forecast.

Capacity Charge. The capacity charge is a one-time charge on new connections to the sewer system. It can be paid as a total payment or as a monthly charge over 15 years. The amount of the capacity charge for each structure depends on the size and/or type of structure. See the [Background Section](#) of this staff report for more information on the capacity charge.

The amount of the charge is set each year by the Council. Proposed Ordinance 2025-0129 would set the 2026 capacity charge at \$77.99 each month assuming payment over

²⁸ Expenditures include depreciation-based cash transfers to capital

²⁹ Provided by Wastewater Treatment Division

15 years. This reflects a 2.5 percent increase from \$76.09 in 2025. In 2026, the capacity charge is expected to account for about 14.2 percent of WTD's revenues.

As shown in Table 9, the projected capacity charge forecast does not have the same rate of annual increases as seen in the sewer rate because the capacity charge largely reflects the costs already incurred to create additional capacity for new growth. Additionally, future drivers for the sewer rate, such as regulatory projects, do not impact the capacity charge.

Table 9.
Proposed 2026 Capacity Charge and 2027-2030 Forecast³⁰

Capacity Charge	2025	2026	2027	2028	2029	2030
Monthly Charge	\$76.09	\$77.99	\$79.94	\$81.94	\$83.99	\$86.09
Increase %	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
Increase \$	\$1.86	\$1.90	\$1.95	\$2.00	\$2.05	\$2.10
Annual Total	\$913	\$936	\$959	\$983	\$1,008	\$1,033
Total Payments (15 years)	\$13,696	\$14,038	\$14,389	\$14,749	\$15,118	\$15,496
Upfront Payment*	\$9,684	\$9,926	\$10,174	\$10,429	\$10,690	\$10,957

*Discount rate of 5.05%

RWQC letter to King County Council and Executive. RWQC was briefed on WTD's rate forecast at the March, April, May, and June RWQC meetings. Following the May RWQC meeting, RWQC sent a letter regarding the 2026 proposed sewer rate to the King County Council and the Executive. The letter is included as Attachment 9 to this staff report and is summarized below.

RWQC's letter begins with an acknowledgement of the work that WTD has done in making progress on rate methodologies, and the additional briefings WTD provided to both RWQC and the Metropolitan Water Pollution and Abatement Advisory Committee (MWPAAC) this year in support of the proposed 2026 sewer rate and capacity charge. The letter notes, "RWQC recognizes that rate increases are necessary to maintain and improve the system, but increases must be balanced with affordability for ratepayers. Our deepest concern is that the rates forecasted in the future, particularly in 2027, are untenable and unsustainable for our ratepayers."

The letter continues, "While the RWQC can support the 2026 rate based on relative consistency with the prior forecast, we are very concerned about the projected rate path. RWQC would likely not support the 2027 rate or the projected rate path without WTD providing better communication about the reason for the rate changes, various scenarios considered, efforts made to minimize the rate impacts to ratepayers, and more meaningful engagement by MWPAAC, RWQC, and the King County Council in the development of the 2027 rate."

³⁰ WTD reports the capacity charge forecast is available only through 2030 because the methodology for calculating the capacity charge in code is tied to the life Regional Wastewater Services Plan (RWSP), which currently extends through 2030.

The letter concludes by offering the following recommendations "to achieve more predictability, affordability, and transparency for the 2027 and future rates":

- Approach for 2027 Rate Development – ongoing discussions with MWPAAC, RWQC, and the King County Council on the factors driving the 2027 rate and future projections.
- Regulatory strategy – encouraging King County to develop and implement a strategy for renegotiating consent decrees or permit deadlines for major projects and investments to address affordability challenges while simultaneously achieving optimal water quality benefits to the region.
- Independent capital oversight – encouraging King County to develop a proposal for a third-party review of the capital program, including "mega" capital projects such as the Mouth of Duwamish Combined Sewer Overflow (CSO).
- Early visibility and transparency on large project planning - planning for large capital projects should include early opportunities to bring MWPAAC, RWQC, and other stakeholders into the process so that the benefits and tradeoffs of different alternatives can be examined and understood.
- Rate predictability for multiple years – encouraging WTD to explore a multi-year rate commitment, which would provide more time for a deeper review and understanding of costs, discussion of options and tradeoffs, and prioritization of investments.
- Long-term forecasting – WTD should continue strengthening its capital forecasting methodology to increase the reliability, predictability, and sustainability of the second decade of the rate forecast.
- Support the regional utilities affordability summit – expressing support for the Executive's plan to prepare a multi-jurisdictional summit to address affordability and access to essential utilities.
- Continued focus and timeliness on RWSP Update - encourage the Council to ensure the timelines are adhered to for this important planning effort.

Metropolitan Water Pollution Abatement Advisory Committee Comment Letter. The Metropolitan Water Pollution Abatement Advisory Committee (MWPAAC) advises the King County Council and Executive on matters related to water pollution abatement. It was created by state law (RCW 35.58.210) and consists of representatives from cities and local sewer utilities that operate sewer systems within King County's sewer service area. These cities and sewer utilities deliver their sewage to King County for treatment and disposal.

Although MWPAAC does not have a formal role in approving the rate, MWPAAC closely follows the rate development process each year and works closely with WTD on issues related to the regional wastewater system and the sewer and capacity charge. As noted in the attached letter (Attachment 8) to the King County Council from MWPAAC, "MWPAAC acknowledges the need for a sewer rate increase in 2026; however, we have not been given adequate time and information to responsibly understand the costs driving the rates for 2026 and beyond." The letter to the Council includes the following points for future discussion:

- Third-party oversight for the capital program – engaging a consultant to provide oversight of mega projects to provide greater transparency and understanding

ahead of major decisions, given the magnitude of WTD's proposed capital spending over the next 10 years.

- Rate predictability for multiple years – committing to rates for a multi-year period to allow for better long-term planning and stability for WTD and MWPAAC member agencies.
- Long-term forecasting – continuing to refine long-term forecasts and early sharing of project alternatives and costs to allow MWPAAC to understand the drivers and provide early feedback.
- Deeper discussion on capital improvement program assumptions – having ample time for MWPAAC to fully understand projects and their planning to understand what contributes to the large cost buckets.
- Revisit regulatory timelines – encouraging WTD to pursue timeline extensions for regulatory requirements in areas requiring significant investment to allow for a more phased approach in implementing the required projects and to provide rate relief to local agencies.
- Policy effects on rate growth – clarifying how RWSP policies drive capital prioritization.

The letter concludes, "MWPAAC can support the proposed 2026 sewer rate; however, we urge the Council to work with the Executive and WTD to make meaningful progress on these issues summarized above before the next rate cycle begins."

[Additionally, comment letters were received from the cities of Bellevue, Kirkland, and Seattle and distributed to committee members on May 28, 2025.](#)

Contaminants of Emerging Concern–Cost Tracking. Per Motion 16434: "Beginning with the 2025 sewer rate forecast, the wastewater treatment division shall include in its technical memorandum submitted with the annual sewer rate Ordinance a section identifying the cost of activities it has undertaken and plans to undertake to address contaminants of emerging concern, including PFAS."³¹

The technical memo includes the following information on PFAS costs to date:

- Between 2019 and 2021, King County evaluated reclaimed water from the Brightwater Treatment Plant, analyzing its impact on soil, groundwater, and plant tissues for PFAS and other chemicals of emerging concern. PFAS compounds were found in river water, reclaimed water, soil, and plants irrigated with these water sources. The total cost for the PFAS-related work was approximately \$93,750.
- In 2021-2022, King County investigated PFAS presence in wastewater effluent at three County treatment plants. The study cost around \$24,990 for PFAS testing.
- In 2023, King County allocated \$421,000 for a comprehensive investigation into PFAS in wastewater facilities and landfill leachate, expected to be completed by mid-2025. By mid-2024, tracking showed that staff had spent 300 hours and \$27,300 on PFAS-related work.

³¹ PFAS (Per- and Polyfluoroalkyl Substances) are a group of chemicals used to make fluoropolymer coatings and products that are widely used in consumer products. PFAS are a concern because they do not break down in the environment, are able to move through soils and water sources, and build up in fish and wildlife.

- Additionally, the Nutrient Reduction Evaluation project (total estimated cost of approximately \$8 million) includes an analysis of potential nitrogen-removal compounds of emerging concern and toxics removal, including PFAS chemicals. Approximately \$63,500 has been spent on PFAS analysis as part of this project.
- Costs also include 2,090 documented staff hours spent on PFAS through the end of 2023, in addition to the 300 estimated hours in 2024.

The technical memo also includes information on future costs related to compliance with Ecology's draft NPDES permit for the West Point Treatment Plant. The cost estimate for this work is \$1 million over five years. Other future unknown costs include monitoring for PFAS in stormwater, wastewater treatment plant influent and effluent, biosolids, and industrial waste.

Questions and Answers from May 28, 2025, Budget and Fiscal Management Committee

At the May 28, 2025, BFM committee meeting, members asked the following questions:

Question 1: Please provide information on rates charged by local sewer agencies.

Response: See Attachment 6 for information on 2024 single-family residential rates. This information includes a brief description of the single-family rate structure for each agency.

Question 2: Please describe the type of depreciation that WTD is using to calculate the amount of cash versus debt to use and any options/levers that are available.

WTD provided the following response:

"A briefing that describes both the selected method and other methods considered at the time of the 2023 update was presented to MWPAAC Rates & Finance on October 6, 2022, and can be found [here](#). This briefing describes the type of depreciation, alternative options and levers, and also summarizes the implications related to rate affordability, volatility, and rating agency considerations around debt service coverage and leverage."

Question 3: To what extent does WTD's projected cash-to-debt ratio reflect the idea that tomorrow's residents should pay their fair share of today's capital expenditure?

WTD provided the following response:

"The utility rate-making industry refers to the concept of equity among today's customers and tomorrow's customers as "intergenerational equity." In combination, a utility's approach to (1) maintaining assets in good working condition, and (2) the cash and debt financing approach, are the primary factors that influence intergenerational equity in utility finance.

Intergenerational equity considers not only whether today's customers are paying a fair share in relation to future customers, but also whether today's customers find themselves inheriting a previous generation's potentially deferred financial

responsibility. At times, a current customer base is paying for catch-up or continuing the deferred responsibility. For example, in some utilities, current customers are funding deferred maintenance and asset replacement that were not funded by a previous generation of ratepayers at the time they were due.

At the time of the MWPAAC 2017 debt reduction initiative, WTD's leverage reflected a debt balance nearly equal to its asset balance, which the rating agencies have consistently referenced as a financial weakness (one agency described it as an "extremely high" debt-to-asset ratio). A highly leveraged system might be one in which a previous generation of ratepayers deferred funding and increased financial risk by excessive borrowing.

Aside from an inherited system status, both asset management approaches and cash funding policy can be set in a way that conceptually target consistent intergenerational equity over time. WTD is making progress toward a mature asset management program and the 2023 cash funding approach update was a substantial improvement to intergenerational equity."

Question 4: What changes can be made to make the RCE rate structure more progressive and what is the potential timeline for making such changes?

Response: WTD is preparing a response. Staff will distribute the information when it becomes available.

INVITED

- Kamuron Gurol, Director, Wastewater Treatment Division
- Courtney Black, Financial Services Manager, Wastewater Treatment Division
- Crystal Fleet, Capital Portfolio Planning and Analysis Unit Manager, Wastewater Treatment Division

ATTACHMENTS

1. Proposed Ordinance 2025-0129 (and its attachments)
2. Transmittal Letter
3. Fiscal Note
4. Technical Memo Proposed 2026 Sewer Rate and Capacity Charge
5. PowerPoint King County Wastewater Treatment Division 2026 Sewer Rate
6. Listing of Local Sewer Agency Single-Family Residential Rates
7. WTD's Capital Portfolio Management System
8. Metropolitan Water Pollution Abatement Advisory Committee 2026 Rate Recommendation Letter to Council
9. Regional Water Quality Committee letter to King County Council

Appendix 1: Summary of WTD's Updated Approach to Developing Capital Expenditure Forecast³²

Capital forecasts are necessary to determine the amount of funding (cash and debt) needed to pay for the CIP and directly impact the 10-year forecast. With the 2026 10-year rate forecast, WTD has updated its approach to forecasting capital expenditures. The new approach tries to take into consideration the complexity of the projects, the capacity to deliver concurrent projects, historical accomplishment rates, and legally required timelines.

As in the previous forecast, the method used for the 2026 forecast depends on whether it is a current, conceptual, or regulatory project. The 2026 10-year forecast includes changes to how capital forecasts are developed. The changes are discussed below. In summary, the changes reflect that WTD anticipates being able to deliver more capital expenditures than forecast in the previous forecast.

WTD reports that it will continue to evaluate the approach used to project capital expenditures. Given the significant growth of the capital program beyond what WTD has delivered in the past and the complexity of developing a forecast with so many variables, Council may wish to encourage WTD to engage MWPAAC in an in-depth review of the method selected to forecast the amount of capital expenditures that will occur in each year of the forecast. While such a review would not be in time for the 2026 rate, it could help inform the 2027 rate and the remaining years of the 10-year rate projection.

Current Projects. These are projects with current appropriation authority managed by project teams (except the megaprojects for the Mouth of Duwamish CSO, University/Montlake, and Joint Ship Canal).

Changes to staffing capacity assumptions. In the early years of WTD's capital program growth, WTD reports that limiting estimated annual expenditures based on the average dollars expended per-FTE model worked well to ensure that WTD did not over-collect revenue that would not be needed. However, some of these early projects will soon be entering the construction phase, where spending is primarily driven by external contracts with relatively limited internal staff involvement. WTD reports that a set annual limit per the dollars-per-FTE calculation would have caused significant misalignments with projected needs and risked underfunding projects already underway. Additionally, historical expenditure data may not reflect the volatile price changes and changes in how WTD delivers projects that are intended to increase capacity. For this forecast, WTD no longer assumes a set capacity per year to deliver projects based on staffing levels and assumptions based on historical expenditures per FTE.

Under the new approach for the 2026 10-year forecast, rather than consider an annual staffing constraint limit, WTD is considering the staffing constraint over the entire 10 years as a preliminary benchmark for what WTD believes is feasible to deliver over the entire forecast horizon. Another change with this 10-year forecast is that while the total capacity to deliver projects has increased, the assumed new FTEs needed to meet the CIP have also been adjusted downward. WTD is now assuming that 50 new FTEs each year through 2028 is sufficient. WTD reports that this reflects a significant shift in the

³² This summary was prepared by Council staff and reviewed for accuracy by WTD.

assumptions used in developing the forecast. WTD reports that the previous approach did not account for the variability in annual spending or the elevated expenditures associated with large projects in construction. Another variable that the old approach did not take into account is the other strategies that WTD is undertaking to increase project throughput. WTD reports it is increasingly leveraging programmatic delivery models and alternative public works methods to improve efficiency, scalability, and throughput. WTD reports these changes are already showing early signs of improved delivery capacity.

An updated and more detailed look at what can be delivered happens during the biennial budget process. As more detailed project information becomes available, WTD will refine this assessment using bottom-up resource forecasting techniques as projects move into delivery and request appropriation if needed for the biennium. At that stage, functional unit managers assess proposed projects, staffing needs (both in-house and consultant), and determine what WTD can reasonably undertake within the anticipated resources. Given the high level of uncertainty over a 10-year horizon, WTD reports conducting detailed year-by-year staffing analysis is not practical.

New Approach to Annual Capital Expenditure Forecast Relies on Project Teams. The expenditure forecast for current projects is now based on estimates of project costs at completion and annual expenditure plans provided by project teams as of mid-February 2025. It is important to note that the level of precision in these estimates varies depending on the recency of the estimate and the current stage of the project. In this forecast, the recency of the cost information varies by project—some may reflect recent updates, while others may be based on older estimates. WTD, at this time, is not able to report the percentage of the portfolio is based on recent cost estimates. Additionally, projects are at various stages. According to WTD, the accuracy of a cost estimate is primarily driven by the certainty of the project scope, which increases in certainty as the project develops. If a project is not fully scoped, the cost estimate, even if recent, may not reflect the various requirements of a project.

Once a cost estimate is prepared by a project team, WTD then assumes, based on historical expenditure patterns, that 20 percent of the expenditures forecast by project teams will not be spent in a given year. The 20 percent is based on the average percent of the capital project expenditures that were actually spent (accomplishment rate). In past years, projected expenditures beyond the average accomplishment rate were removed from the forecast. Now, in order to reflect that those expenditures will actually occur, the 20 percent is carried forward over the next three years, and a cost escalation factor is added. WTD has applied this carryforward approach for 2025 through 2028.

WTD estimates that with this approach, about \$800 million in the current 10-year forecast would have been removed from the prior forecast even though it was anticipated to be spent over the forecast period. The impact of the new approach can be seen by comparing the 2026 forecast to the 2025 forecast. The 2025 forecast was developed using the previous methodology, which was based on a projection constrained by available staff resources. The \$462 million shown for 2025 in this year's forecast reflects a more comprehensive view that includes the full forecasted expenditures for all current projects and programs. This reflects an adjustment to account for a projected 20% underspend. That anticipated underspend is not lost but carried forward, escalated, and added to the expenditure forecasts for 2026, 2027, and 2028.

This new approach results in a higher sewer rate since the prior method simply reduced expenditures in a given year and did not carry those same costs forward into subsequent years. While this new approach does result in a more comprehensive (and thus larger) forecast, WTD reports most of the cost increases driving higher rates in the forecast are due to MDCSO, and as discussed below, that project would have been assumed to spend 100 percent of its projected expenditures in previous forecasts.

Megaprojects. Large megaprojects include MDCSO, University and Montlake, and Joint Ship Canal. Similar to the prior forecast, no staff capacity constraint is assumed for these projects because, based on experience, WTD reports that these projects rely much less on internal staff resources, and much of the expenditures are for construction costs. Additionally, the projections for these megaprojects are not reduced by 20 percent to reflect past expenditure patterns because it is assumed that the expenditures will occur in the timeframe required to meet regulatory requirements. In the prior forecast for MDCSO and University and Montlake CSO projects, expenditures were assumed at 85 percent accomplishment rates because they were treated like other projects with uncertain completion dates, given that the CSO Consent Decree was still under negotiation when the forecast was developed. For the 2026 forecast, WTD assumes the entire project cost will be spent by the required end date. For these projects, an annual forecast is provided by the project team based on costs and schedule.

For the University and Montlake CSO projects, these projects were last updated in 2018 and have not been revised since that time. As with other projects in the early conceptual planning phase, WTD typically updates cost estimates once additional design and site information becomes available and preferred alternatives are developed. The University and Montlake projects are still in the options analysis stage and are awaiting further scope definition. Once more is known about the approach and scope, cost estimates will be revised and updated accordingly.

In summary, for the regulatory projects, the increased costs in this 10-year projection when compared to the prior forecast, reflect updated cost information for Mouth of Duwamish, updated completion dates for other CSO projects, and differences in the assumptions used to project expenditures.

Other Regulatory Projects. This includes West Duwamish Wet Weather Storage, Elliott West Wet Weather Treatment Station Upgrade, and NPDES Projects. The projected expenditures for these projects are assumed as part of the 10-year staffing constraint calculation because they are not mega-sized projects. But, because they are regulatory, they all assume 100 percent expenditures. In the prior forecast, before the consent decree was finalized, all of these projects were previously forecast at 15 percent underspend. Thus, now assuming 100 percent expenditures the proposed 2026-2035 forecast will show higher expenditures for these projects than the prior forecast.

Conceptual Projects. These are early-stage projects that are not yet in active delivery. For these projects, WTD used a modeled approach to develop an annualized expenditure projection for the rate forecast. This model is used for all conceptual projects. Because these projects are at the very early stages, there are no detailed project plans on which to base an annualized forecast. Instead, spending estimates are informed by historical

project spending patterns, estimated project duration, and the total estimated cost at completion.

The model output is an annualized expenditure projection based on a percentage of the total cost allocated to each year. As is done for the current projects, these projects are sequenced in time to balance an overall resource constraint over the 11-year forecast window. This means the timing of conceptual projects is adjusted so that when combined with the current projects, the total expenditures over the 10-year period do not exceed the 10-year resource constraint. There is no reduction made for staffing capacity or for underspending because conceptual projects are deliberately sequenced so that the total forecast over the 10 years does not exceed total resourcing assumptions. For 2026, the forecast projects \$8 million for conceptual project expenditure and \$2.6 billion over the 2026-2035 forecast period.



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance

Proposed No. 2025-0166.1

Sponsors Zahilay

1 AN ORDINANCE approving and adopting the collective
2 bargaining agreement negotiated by and between King
3 County and the Professional and Technical Employees,
4 Local 17, representing transit administrative support
5 employees in the Metro transit department; and establishing
6 the effective date of said agreement.

7 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

8 SECTION 1. The collective bargaining agreement negotiated by and between
9 King County and the Professional and Technical Employees, Local 17, representing
10 transit administrative support employees in the Metro transit department, which is
11 Attachment A and Attachment B to this ordinance; and establishing the effective date of
12 said agreement.

- 13 SECTION 2. Terms and conditions of the agreement shall be effective on
14 January 1, 2025, through and including December 31, 2026.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Girmay Zahilay, Chair

ATTEST:

Melani Hay, Clerk of the Council

APPROVED this ____ day of _____, ____.

Shannon Braddock, County Executive

Attachments: A. Collective Bargaining Agreement Between King County And Local 17 Transit
Administrative Support Employees, Metro Transit Department

Collective Bargaining Agreement

Between King County

And

Local 17 Transit Administrative Support Employees, Metro Transit Department

[047]

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1 **PREAMBLE**

2 These articles, along with Addendum A, constitute an Agreement, the terms of which have
3 been negotiated in good faith by representatives of King County and Professional and Technical
4 Employees, Local 17.

5 **PURPOSE**

6 The purpose of this Agreement is to promote the continued improvement of the relationship
7 between King County (hereinafter called the “County”) and the employees represented by
8 Professional and Technical Employees, Local 17 (hereinafter called the “Union”) by providing a
9 uniform basis for implementing the right of public employees to join organizations of their own
10 choosing and to be represented by such organizations in matters concerning their employment
11 relations with the County. The articles of this Agreement set forth the wages, hours and other
12 working conditions of the bargaining unit employees, provided the County has authority to act on
13 such matters. This Agreement shall be subject to approval by ordinance by the King County Council
14 (the Council).

15 **ARTICLE 1: DEFINITIONS**

16 **Section 1.1. Definitions.**

17 A. Director: Chief officer of the Department or division

18 B. Designee: Representative selected by director

19 C. Comprehensive leave eligible employee/position: Full-time regular, part-time
20 regular, provisional, probationary, and term-limited temporary (TLT) employees

21 D. Loco Parentis: An individual who assumes the parental rights, duties, and
22 obligations without going through the legal formality of adoption

23 E. Department: Metro Transit Department (Metro)

24 **ARTICLE 2: UNION PROVISIONS**

25 **Section 2.1.** The County recognizes the Union as the exclusive collective bargaining
26 representative of all full-time and part-time regular and term-limited temporary (TLT) employees
27 whose job classifications are listed in the attached Addendum A.

28 **Section 2.2. Seniority List.** The County will transmit to the Union a current listing of all

employees in the unit by March 1st of each year and September 1st of each year. Such list shall indicate the name of the employee, wage rate, job classification, date of hire, date of hire into their current classification, division, employment status, and section and/or unit. At the time of a proposed reduction of force, the County will transmit to the Union a current listing of all employees which shall indicate the name of the employee, wage rate, job classification, date of hire, date of hire into their current classification, date of hire into any other previously held classification within the bargaining unit, division, employment status, and section and/or unit.

ARTICLE 3: RIGHTS OF MANAGEMENT

The management of the County and the direction of the work force is vested exclusively in the County subject to the terms of this Agreement. Except to the extent there is contained in this Agreement express and specific provisions to the contrary, all power, authority, rights and jurisdictions of the County are retained by and reserved exclusively to the County, including, but not limited to, the right to manage the work of employees, schedule overtime work, to suspend or terminate, transfer, and evaluate employees; to determine and implement methods, means and assignments, establish classifications and select personnel by which operations are to be conducted, including staffing levels; and to initiate, prepare, modify and administer the budget.

ARTICLE 4: HOLIDAYS AND LEAVES

Section 4.1. Holidays.

A. Designated Holidays. All comprehensive leave eligible employees shall be granted the following designated holidays with pay:

HOLIDAYS	
New Year's Day	January 1
Martin Luther King Jr., Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September

Indigenous Peoples' Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25

B. Day of Observance and Pay on Holidays. For holidays falling on a Saturday, the Friday before shall be observed as the holiday. For holidays falling on a Sunday, the Monday following shall be observed as the holiday.

C. An employee must be eligible for leave benefits and in a pay status on the scheduled work day before and the scheduled workday following a holiday to be eligible for holiday pay. However, an employee who has successfully completed at least five years of county service and who retires at the end of a month in which the last regularly scheduled working day is observed as a holiday, shall be eligible for holiday pay if the employee is in a pay status the day before the day observed as a holiday.

D. For employees who work other than a 5/8 schedule and the holiday falls on their scheduled day off the employee will be given a deferred holiday. The employee and supervisor will jointly select another day (preferably within the same pay period) to take as a holiday.

Section 4.2. Comprehensive leave eligible employees who are directed to work on a holiday, and who are eligible for overtime, will receive 8 hours holiday leave pay pursuant to Article 4.1.A and 4.1.B and be paid overtime for all hours worked. Such overtime eligible employee may request to accrue the time worked as compensatory time, which may be approved at the supervisor's discretion and consistent with Personnel Guidelines.

Section 4.3. Two Personal Holidays. Annually, comprehensive leave eligible employees shall receive two personal holidays to be added to their vacation bank on the paycheck that includes February 1st. New employees eligible for comprehensive leave benefits who are hired on or before November 15th shall receive two personal holidays to be added to their vacation bank on the last day of the first pay period following their date of hire. In no event shall there be more than two personal holidays awarded per year.

1 **Section 4.4. Military Leave.** Employees shall receive military leave in accordance with
2 County policy, state and federal law, as amended.

3 **Section 4.5. Unpaid Leaves of Absence.**

4 **A. Short-Term Unpaid Leaves of Absence.** A leave of absence without pay, not
5 covered by any other provision of this Agreement, for a period not exceeding 30 consecutive days
6 may be granted to a comprehensive leave eligible employee by the employee's director.

7 **B. Long-Term Unpaid Leaves of Absence.** The director may grant a leave of
8 absence without pay, not covered by any other provision of this Agreement, for nonmedical reasons
9 for a period longer than 30 days. Requests for leaves of absence without pay that are for
10 medical/health reasons for a period longer than 30 days must be approved by the director of the
11 Department of Human Resources. Long-term leaves may be unconditional, or conditional with any
12 conditions set forth in writing at the time that the leave is approved with the understanding that
13 barring layoffs, the Department shall reinstate the employee to the same position or a position with
14 equivalent status, pay, benefits and other employment terms upon the employee's return with no loss
15 of seniority. The layoff, seniority, and bumping rights in this Agreement shall be applied to
16 employees who are taking leaves of absence.

17 **C. Early Return.** An employee who is on a leave of absence without pay, not
18 covered by any other provision of this Agreement, may return from the leave before its expiration
19 date if the employee provides the director with a written notice to that effect at least 15 days before
20 the date of return.

21 **Section 4.6. Leave for Volunteer Service.** Comprehensive leave eligible employees may
22 use up to three days of their accrued sick leave each year to perform volunteer services at a local
23 school, or at a non-profit on the approved list for the Employee Giving Program. The total number of
24 occasions the employee performs volunteer service shall not exceed three occasions in a year.
25 Employees requesting to use sick leave for this purpose shall submit such request in writing, per the
26 County's leave request procedures, specifying the name of the school and/or organization and the
27 nature of the volunteer services to be performed. Additionally, the employee's supervisor may
28 request in advance that the employee obtain written proof of the service from the volunteer

1 organization or school.

2 **Section 4.7. Jury Duty.** A comprehensive leave eligible employee notified to serve on jury
3 duty must inform their supervisor as soon as possible, but not later than two weeks in advance,
4 regarding the date the employee is required to report for jury duty. The supervisor may reassign the
5 employee to a shift and schedule that corresponds with jury duty. For purposes of this section, the
6 shift and schedule are the hours and days, respectively, the employee is required to report or be
7 available for jury duty. An employee will receive their compensation, while on jury duty, in
8 accordance with this Agreement.

9 **A.** When released from jury duty for the day, and/or when the total required
10 assignment to jury duty has expired, the employee will notify their supervisor. The employee will be
11 provided a reasonable time when dismissed from jury duty, as determined by the supervisor, before
12 the employee must report back to work and their regular shift and schedule. Comprehensive leave
13 eligible employees must deposit any jury duty fees received, exclusive of mileage, with the Finance
14 and Business Operations Division of the Department of Executive Services.

15 **B.** Employees who are ineligible for comprehensive leave benefits shall follow the
16 notification procedures above and shall be released from work duties for the duration of their
17 assigned jury duty period, but shall not be compensated for their time spent on jury duty. These
18 employees may retain any jury duty pay received.

19 **Section 4.8. Paid Parental Leave.** Paid Parental Leave (PPL) supplements a
20 comprehensive leave eligible employee's accrued paid leaves to provide up to a total of 12 weeks of
21 paid leave for a parent to bond with a new child.

22 **A. Benefit Amount.** An employee's supplemental parental leave benefit is calculated
23 based on the employee's accrued leave balances at the time of the birth, adoption, or foster-to-adopt
24 placement ("qualifying event"). In cases of adoption or foster-to-adopt placement, leave must be
25 taken within one year of the child's birth or placement in the home. The employee will receive the
26 equivalent of their full salary for up to a total of 12 weeks, when combined with the employee's
27 accrued leave (except for one week of sick leave and one week of vacation leave). The employee is
28 permitted to use supplemental leave first. Additionally, the employee may choose to take less than

1 12 weeks of leave. PPL is not subject to cash out. An employee who does not return to work for at
2 least six months of continuous service following the leave, will be required to reimburse the County
3 for the PPL funds received. This does not apply to an employee whose employment ends
4 involuntarily, such as if the employee is laid off or medically separated. If an employee is taking
5 PPL intermittently, the six months begins after the last day the employee used PPL.

6 **B. Eligibility.** The PPL benefit is available to all comprehensive leave eligible
7 employees who have been employed with the County for at least six months of continuous service at
8 the time of the qualifying event. An employee whose position is scheduled to end in a timeframe that
9 would not enable the employee to return to work for six months following the leave, is not entitled to
10 take PPL. If both parents work for the County, then each employee is entitled to up to 12 weeks of
11 PPL.

12 **C. Benefit Period.** PPL must be used within 12 months of the qualifying event. An
13 employee may use PPL on an intermittent or part-time basis, if it is consistent with the department's
14 operational needs, and it is approved in writing by the employee's supervisor prior to the leave.

15 **D. Concurrency.** PPL will run concurrently with the County's family and medical
16 leave, as well as federal and state family and medical leave laws, to the fullest extent permitted by
17 law.

18 **E. Job Protection.** PPL is protected leave. Barring layoffs, an employee's job
19 cannot be eliminated while the employee is on leave. Further, no retaliatory action may be taken
20 against an employee for participating or planning to participate in the program.

21 **F. Health and Leave Benefits.** The employee will continue to receive all health
22 benefits and shall continue to accrue vacation and sick leave during the period of PPL. For purposes
23 of overtime calculations, PPL shall be considered the equivalent of sick leave.

24 **Section 4.9. Bereavement Leave.** Employees eligible for comprehensive leave benefits
25 shall be granted up to five days, maximum 40 hours (pro-rata for part-time) bereavement leave per
26 qualifying death of a member of the employee's immediate family. Leave must be taken within 18
27 months from the date of the death.

28 **A.** Immediate family shall be defined as the employee's:

1. spouse or domestic partner,
2. legal guardian, ward, or any person whom the employee has legal custody,
3. the following family members of the employee, the employee's spouse, or the employee's domestic partner:
 - a. a child, including an unborn child lost due to a stillbirth or miscarriage,
 - b. a parent, (biological, adoptive, foster, stepparent, legal guardian, or a person who stood or stands in loco parentis),
 - c. a grandparent,
 - d. a child-in-law,
 - e. a grandchild, or
 - f. a sibling.

B. Employees who are not eligible for comprehensive paid leave may be granted leave without pay, or may be allowed to use compensatory time, if available, for bereavement leave.

C. When a holiday or regular day off falls during the leave, it shall not be charged as bereavement leave.

D. Any additional paid leave may be approved by mutual agreement between the director and the employee.

Section 4.10. Federal Family and Medical Leave Act.

A. As provided for in the Federal Family and Medical Leave Act (FMLA), an eligible employee may take up to 12 weeks of paid or unpaid leave in a single 12month period for the employee's own qualifying serious health condition that makes the employee unable to perform their job, to care for the employee's spouse, child, or parent who has a qualifying serious health condition, to bond with a newborn child, adoption or foster care placement (leave must be taken within one year of the child's birth or placement), or for qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child or parent. An eligible employee who is a covered service member's spouse, child, parent, or next of kin may take up to 26 weeks of paid or unpaid FMLA leave in a single 12month period to care for the service member with a serious injury

1 or illness.

2 **B.** The leave may be continuous or intermittent, when medically necessary.
3 Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster
4 care child may only be taken when approved.

5 **C.** To be eligible for FMLA, an employee must have been employed by the County
6 for at least 12 months and have worked at least 1,250 hours in the 12month period prior to the
7 commencement of leave.

8 **Section 4.11. King County Family and Medical Leave.**

9 **A.** As provided by King County Code, an eligible employee may take up to 18 weeks
10 of paid or unpaid King County Family and Medical Leave (KCFML) in a single 12 month period for
11 the employee's own qualifying serious health condition, to care for an eligible family member who
12 has a qualifying serious health condition, to bond with a newborn child, adopted child or foster care
13 placement (leave must be taken within one year of the child's birth or placement), and for any
14 qualifying reason under the FMLA, or other family and medical leaves available under federal or
15 state law.

16 **B.** The leave may be continuous or intermittent, when medically necessary.
17 Intermittent and/or reduced schedule leave to care for a newborn or newly placed adopted or foster
18 care child may only be taken when approved. KCFML shall run concurrently with other federal,
19 state and county leaves to the extent allowed, including but not limited to the FMLA, Washington
20 State Paid Family and Medical Leave Act (PFML), and the Washington State Family Care Act.

21 **C.** To be eligible for KCFML leave under this Section, an employee must have been
22 employed by the County for at least 12 months and have worked at least 1,040 hours in the preceding
23 12month period for a 40-hour workweek employee or 910 hours in the preceding 12- month period
24 for a 35hour workweek employee.

25 **D.** An employee who returns from KCFML within the time provided under this
26 Section is entitled to the same position the employee occupied when the leave commenced or a
27 position with equivalent pay, benefits and conditions of employment.

28 **Section 4.12. Failure of an employee to return to work by the expiration date of leave under**

1 Sections 4.10 and 4.11 may be cause for termination of the employee from County service.

2 **Section 4.13.** To ensure that employees receive all protected leave they are entitled to while
3 maintaining their salaried status, FLSA-exempt employees will remain FLSA-exempt while on
4 intermittent FMLA/KCFML, but will be required to deduct all full and partial day FMLA/KCFML-
5 related leave from their paid leave bank(s) and their FMLA/KCFML hours. If an FLSA-exempt
6 employee's leave banks are depleted, the employee will continue to reduce the employee's
7 FMLA/KCFML hours, and the employee will be unpaid for partial-day FMLA absences only. The
8 employee will continue to be paid for other partial-day absences. Eligibility for and use of executive
9 leave is not affected by this provision. Executive leave will continue to be used only in whole-day
10 increments.

11 **Section 4.14. Sick Leave.** Comprehensive leave eligible employees shall accrue sick leave
12 benefits at the rate of 0.04616 hours for each eligible hour in paid status excluding overtime and
13 excluding the use of donated leave pursuant to Article 15, up to a maximum of 3.6928 hours per bi-
14 weekly pay period for employees on a standard full-time 80 hour bi-weekly schedule, unless
15 additional sick leave accruals are required by law. There shall be no limit to the number of sick leave
16 hours that an employee eligible for comprehensive leave benefits may accrue and carry over from
17 year-to-year except as listed below.

18 **A.** Short-term temporary employees shall accrue sick leave at the rate of 0.025 hours
19 for each hour in pay status. Short-term temporary employees may carry over 40 hours of unused sick
20 leave to the following calendar year. At the end of the pay period that includes December 31, all
21 accrued sick leave over 40 hours will be forfeited.

22 **B.** Sick leave accrual rates for a comprehensive leave eligible employee who works
23 other than a standard full-time 80 hour bi-weekly schedule shall receive prorated accruals based on
24 their normally scheduled work week.

25 **C.** Employees shall accrue sick leave from their date of hire.

26 **D.** An employee is not entitled to use sick leave until the first day following the pay
27 period in which it was accrued. During the first six months of service in a leave eligible position,
28 employees eligible to accrue vacation leave may, at the supervisor's discretion, use accrued vacation

1 days as an extension of sick leave.

2 **E.** Separation from or termination of County employment shall cancel all sick leave
3 accrued to the employee as of the date of separation or termination. Should the employee resign, in
4 good standing, be separated for medical reasons or be laid off and return to County employment in a
5 leave eligible position within two years, accrued sick leave shall be restored.

6 **F.** Employees eligible for comprehensive leave benefits who have successfully
7 completed at least five years of County service and who retire as a result of length of service or who
8 terminate by reason of death shall be paid, or their estates paid for as provided for by RCW Title 11,
9 as applicable, an amount equal to 35 percent of their unused, accumulated sick leave multiplied by
10 the employee's base rate of pay plus merit, if applicable, in effect upon the date of leaving County
11 employment, less mandatory withholdings. Retirement, because of length of service means an
12 employee is eligible, applies for and begins drawing a pension from PERS, PSERS or the City of
13 Seattle Retirement Plan immediately upon terminating County employment.

14 **1.** If a retiree who cashes out their sick leave is rehired within 12 months, that
15 employee is entitled to restoration of the sick leave balance that was not cashed out. A retiree who
16 returns to work will not be entitled to any cash out of their restored sick leave balance when they
17 leave County employment.

18 **G.** If the injury or illness is compensable under the County's workers compensation
19 program, then the employee has the option to augment or not augment wage replacement payments
20 with the use of accrued sick leave.

21 **H.** An employee who has exhausted their sick leave may use accrued vacation leave
22 before going on a leave of absence without pay, if approved by their director.

23 **I.** Paid sick leave may be used for the following reasons:

24 **1.** For self-care or to care for a family member:

- 25 **a.** Due to a mental or physical illness, injury, or health condition,
26 **b.** To obtain medical diagnosis, care, or treatment of mental or
27 physical illnesses, injuries, or health conditions, or
28 **c.** To receive preventative care.

2. For absences that qualify for leave under the Domestic Violence Leave Act, RCW 49.76.

3. In the event the County facility the employee works in is closed by a public official for any health-related reason, or when an employee's child's school or place of care is closed by a public official for a health-related reason.

4. To increase the employee's or a family member's safety, when the employee or the employee's family member has been a victim of trafficking under RCW 9A.40.100.

5. For family and medical leave available under federal law, state law or County ordinance.

6. Employee's exposure to contagious diseases and resulting quarantine.

J. For purposes of paid sick leave, a "family member" is:

1. A spouse or domestic partner,

2. A child, including a biological, adopted, foster child, a stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of age or dependency status, or the child of the employee's domestic partner,

3. The parent of an employee, employee's spouse, or employee's domestic partner. Parent includes, biological, adoptive, de facto, foster, stepparent, legal guardian, or a person who stood or stands in loco parentis to the employee, employee's spouse, or employee's domestic partner.

4. A grandparent, grandchild, or sibling.

K. An employee injured on the job may not simultaneously collect sick leave and workers' compensation payments in a total amount greater than the regular pay of the employee, though an employee who chooses not to augment the employee's workers' compensation time loss pay through the use of sick leave shall be deemed on unpaid leave status.

1. An employee who chooses to augment workers' compensation payments with the use of accrued sick leave shall notify the workers' compensation office in writing at the beginning of the leave.

2. An employee may not collect sick leave and workers' compensation wage

1 replacement pay for physical incapacity due to any injury or occupational illness that is directly
2 traceable to employment other than with the County.

3 L. Verification of sick leave use is pursuant to RCW 49.46.210 and County policy,
4 procedures and guidelines.

5 **Section 4.15. Vacation Leave.**

6 A. Comprehensive leave eligible employees shall accrue vacation leave benefits for
7 each hour in paid status excluding overtime and excluding the use of donated leave pursuant to
8 Article 15, as follows:

9

Months of Service	Current Hourly Accrual Rate	Approximate Days/Year	Maximum Hours Per Bi-Weekly Pay Period
0	0.04620	12.01200	3.696
60	0.05770	15.00200	4.616
96	0.06160	16.01600	4.928
120	0.07700	20.02000	6.160
192	0.08080	21.00800	6.464
204	0.08470	22.02200	6.776
216	0.08850	23.01000	7.080
228	0.09240	24.02400	7.392
240	0.09620	25.01200	7.696
252	0.10010	26.02600	8.008
264	0.10390	27.01400	8.312
276	0.10780	28.02800	8.624
288	0.11160	29.01600	8.928
300	0.11540	30.00400	9.232

22

23 B. Vacation accrual rates for comprehensive leave eligible employee who works other
24 than the full-time schedule standard for their work unit shall receive accruals prorated to reflect their
25 normally scheduled work week.

26 C. Comprehensive leave eligible employees shall accrue vacation leave from their
27 date of hire in a benefit eligible position.

28 D. Comprehensive leave eligible employees may use vacation leave hours beginning

1 on the first day of the pay period following the pay period which it was accrued. Employees who
2 leave County employment prior to successfully completing their first six months of County service
3 shall forfeit their vacation leave hours and are excluded from the vacation payoff provisions
4 contained in this Agreement.

5 **E.** No employee eligible for leave shall work for compensation for the County in any
6 capacity during the time that the employee is on vacation leave.

7 **F.** When a current employee dies with accrued vacation leave and the employee has
8 successfully completed their first six months of County service in a comprehensive leave eligible
9 position, payment of unused vacation leave up to the maximum accrual amount shall be made to the
10 employee's estate, or, in applicable cases, as provided for by state law, RCW Title 11.

11 **G.** If an employee resigns, is laid off, or is separated for non-disciplinary reasons
12 from a full-time regular or part-time regular position and subsequently returns to County employment
13 within two years from the resignation, layoff, or non-disciplinary separation, the employee's prior
14 County service shall be counted in determining the vacation leave accrual rate.

15 **H.** Comprehensive leave eligible employees shall be paid for accrued vacation leave
16 to their date of separation up to the vacation accrual cap, if they have successfully completed their
17 first six months of County service and are in good standing (e.g., not terminated for cause or resigned
18 in lieu of discharge). Payment shall be the accrued vacation leave multiplied by the employee's base
19 rate of pay, plus merit, if applicable, in effect upon the date of leaving County employment, less
20 mandatory withholdings.

21 **I. Vacation Cap.** For comprehensive leave eligible employees employed prior to
22 January 1, 2018, working the 40-hour work week may carry up to 480 hours of vacation leave over to
23 the next calendar year and 420 hours for employees working the 35-hour work week. Employees not
24 working a 40-hour schedule hired before January 1, 2018, including TLT's, will retain their vacation
25 cap. Comprehensive leave eligible employees hired on or after January 1, 2018, working a 40-hour
26 work schedule may carry up to 320 hours over to the following calendar year.

27 **J. Forfeiture.** Employees shall use vacation leave beyond the maximum accrual
28 amount on or before the last day of the pay period that includes December 31 of each year. Failure to

1 use vacation leave beyond the maximum accrual amount will result in forfeiture of the vacation leave
2 beyond the maximum amount unless the director has approved a carryover of the vacation leave
3 because of cyclical workloads, work assignment or other reasons as may be in the best interest of the
4 County. The Department of Human Resources director may develop procedures for authorizing
5 carryover above the maximum.

6 **Section 4.16. Leave for Examinations.** Employees eligible for comprehensive leave
7 benefits shall be entitled to necessary time off with pay for the purpose of taking county qualifying or
8 promotional examinations. This shall include time required to complete any required interviews.

9 **Section 4.17. Organ Donor Leave.** Comprehensive leave eligible employees shall be
10 granted leave for organ donation in accordance with King County Code 3.12.215, as amended.

11 **A.** Comprehensive leave eligible employees who are voluntarily participating as
12 donors in life-giving or life-saving procedures such as, but not limited to, bone marrow transplants,
13 kidney transplants, or blood transfusions to take five days paid leave without having such leave
14 charged to family leave, sick leave, vacation leave or leave of absence without pay, provided that the
15 employee shall:

16 **1.** Give the director reasonable advance notice of the need to take time off
17 from work for the donation of bone marrow, a kidney, or other organs or tissue where there is a
18 reasonable expectation that the employee's failure to donate may result in serious illness, injury, pain
19 or the eventual death of the identified recipient.

20 **2.** Provide written proof from an accredited medical institution, organization
21 or individual as to the need for the employee to donate bone marrow, a kidney, or other organs or
22 tissue or to participate in any other medical procedure where the participation of the donor is unique
23 or critical to a successful outcome.

24 **3.** Time off from work for the purposes set out above for more than five
25 working days shall be subject to existing leave policies under this Agreement.

26 **ARTICLE 5: RATES OF PAY**

27 **Section 5.1. Rates of Pay.**

28 **A.** Rates of pay for all classifications in the bargaining unit shall be paid in accordance

1 with Addendum A.

2 **B.** This bargaining unit uses steps 2, 4, 6, 8, and 10 of the King County Square Table,
3 unless noted otherwise.

4 **C.** The appointing authority may place a newly hired employee at Step 2 upon hire, or
5 a higher step when the Department director determines this action is warranted based on the criteria
6 set forth in the Personnel Guidelines. Pay placement for employees being promoted, transferred, or
7 demoted shall be determined by Article 5.3, 5.4, and 5.5 respectively.

8 **D.** After completion of probation, employees will progress to the next salary step.
9 Thereafter, step increases will occur on each January 1st until the employee reaches the top of the
10 salary range. All new hires will be hired at a minimum of Step 2.

11 **E.** The County shall not make any post-hire adjustments to employees' salary steps
12 based on subsequent collective bargaining settlements or retroactive pay associated with other unions.

13 **Section 5.2. Top Step Merit Pay.** Employees who are at the top step of their salary range
14 will be eligible annually for a merit increase of either two and one-half percent or five percent above
15 the top step, at the County's discretion, in accordance with the King County Merit Pay Plan, as
16 amended. Employees are eligible for the merit increase who have achieved a performance rating of
17 "outstanding" (at least 4.25 on a scale of 1-5) or "High Performance" (there is no numerical scale for
18 the EPAS rating system being implemented during the term of this Agreement) in two (2)
19 consecutive years. An employee's performance rating and a decision to grant a merit increase is
20 not subject to the grievance and arbitration provisions of Article 11.

21 **Section 5.3. Pay upon Promotion.** An employee who is promoted shall be placed at the
22 nearest step in the new salary range which provides at least a five percent increase above the
23 employee's previous rate of pay in effect at the time of the personnel action. The appointing authority
24 may place the promoted employee at a higher step when the appointing authority determines this
25 action is warranted based on the criteria set forth in the Personnel Guidelines and King County Code
26 3.15.130, as amended. If the employee is receiving merit pay, such pay may be considered when
27 determining the step in the new salary range. The new pay may not exceed five percent above Step
28 10. This section is not applicable to a promotion that is a result of a reclassification.

Section 5.4. Pay upon Transfer. Employees who transfer to a position assigned the same pay range shall be placed at the step the employee received before the transfer. However, this step may not exceed the maximum of the new pay range except where the employee was receiving merit pay in their former position, in which case such pay may exceed the top step of the new range by no more than five percent.

Section 5.5. Pay upon Demotion. Employees who accept a voluntary demotion, or who are involuntarily demoted, or for those who are demoted to a classification the employee formerly occupied, shall be placed at the highest step in the new pay range that does not exceed the pay rate that the employee received before the demotion. If the employee is receiving merit pay, such pay shall be considered when determining the new pay and the new pay may not exceed five percent above Step 10.

Section 5.6. Lead and Training Pay. Employees who are assigned, in writing, by the director/designee to train employees and be responsible for their work product or to perform lead-worker duties over employees in the same classification, shall be compensated at a rate which is five percent greater than their base rate for all time so assigned.

Section 5.7. General Wage Increase (GWI) and Cost-of-Living Increases (COLA).

A. The wage rates for 2025 shall be the 2024 rates increased by the COLA. In addition, wage rates for 2025 will be increased by an additional one and one-half percent (1.5%) for a total of five and one-half percent (5.5%).

B. The wage rates for 2026 shall be the 2025 rates increased by the COLA effective January 1, 2026.

C. COLA adjustments will be 95 percent of the average growth rate of the six-prior bi-monthly year-over-year percentages in the Seattle-Tacoma-Bellevue Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items, base period 1982-84=100) (CPI-W) through June of the year prior to the year in which the COLA will be applied.

D. A year-over-year change means the percentage change in the CPI-W for that measurement compared to the CPI-W for the same month the prior year. For example, the June 2024 year-over-year change is the percentage change in the June 2024 CPI-W compared to the June 2023

1 CPI-W. For example, the wage adjustment for January 1, 2025, shall be calculated as the average of
2 the year-over-year percentages from the August 2023, October 2023, December 2023, February
3 2024, April 2024, and June 2024 values of the CPI-W.

4 E. Regardless of the result calculated using this formula, the annual COLA shall not
5 be more than four percent and shall not be less than two percent.

6 **Section 5.8. Deferred Compensation.** New employees will be automatically enrolled in the
7 Deferred Compensation Program according to the following terms: Three percent of gross wages,
8 inclusive of add-to-pays and overtime, will be withdrawn from each paycheck on a pre-tax basis with
9 an option to also enroll in annual auto increases every January 1st. While the open enrollment
10 process will default to the auto-enrollment for deferred compensation, employees have the option to
11 “opt out” at any time during open enrollment. They may also opt out of the program at any other
12 time after they have enrolled.

13 **Section 5.9. Step Progression.** Step progression between steps 2 and 10 will not be based on
14 merit, performance, or performance evaluations.

15 **ARTICLE 6: HOURS OF WORK AND OVERTIME**

16 **Section 6.1. Work Schedule.** For hourly employees, the normal work week shall consist of
17 five (5) consecutive workdays not to exceed eight (8) hours in a nine (9) hour period. The County
18 and the Union agree that alternative work schedules may be established that are mutually agreed
19 between the employee and their supervisor.

20 **Section 6.2. Overtime.**

21 A. Contractual daily overtime shall be paid to employees who work more than their
22 regularly scheduled hours in a workday, inclusive of hours worked more than regularly scheduled
23 work hours of an alternative work schedule, at the Contractual Overtime Rate in effect at the time the
24 overtime work is performed.

25 B. Contractual weekly overtime shall be paid to employees for all hours worked in
26 excess of forty (40) hours per FLSA workweek at the Contractual Overtime Rate in effect at the time
27 the overtime work is performed.

28 C. The Contractual Overtime Rate for each overtime hour worked shall be one and

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

Section 6.3. FLSA Exempt Employees. FLSA-exempt employees are covered under the King County Executive Leave Pay and Leave Practices for Executive Administration and Professional Employees policy(s) and are expected to work the hours necessary to perform their jobs.

Section 6.4. Compensatory Time. Overtime may be paid as compensatory time at the rate of time and one-half, if requested by the employee and approved by the supervisor.

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

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

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

Section 6.5. Work Schedules.

A. Alternative work schedules may be established in accordance with Executive Policy. When a supervisor establishes a schedule change or determines how to respond to an employee request for an alternative work schedule, they must consider the employee's childcare and other family and transportation needs in making the decision. If an alternative work schedule is established, the compensation provisions of Sections 6.2 and 6.3 of this Article, related to FLSA-eligible and FLSA-exempt employees remain applicable.

B. The supervisor will meet one-on-one with each employee requesting a flex schedule to understand the employee's need for the schedule before deciding to approve or reject to request.

1 C. A minimum of thirty (30) days' written notice to the employee must be given for a
2 change in work schedule unless mutually agreed between the supervisor and employee. If the
3 employee does not agree with the supervisor's work schedule decision, the employee may request in
4 writing a review by the Division director. The Division director's decision is final and not grievable.

5 **Section 6.6. Work Sites.** The parties recognize the importance of regularly reporting to the
6 assigned work site for the purposes of accomplishing work. However, an employee may request, and
7 a supervisor may approve, an alternative work site for a limited period for the purpose of
8 accommodating and balancing the individual needs of an employee and the business needs of the
9 Department.

10 **ARTICLE 7: MISCELLANEOUS**

11 **Section 7.1. Telecommuting.** The County will administer employee requests for
12 telecommuting in accordance with its policies, as amended. Requests for telecommuting
13 arrangements by employees will not be unreasonably denied. If any request is denied it will be denied
14 in writing and provide the business reason for the denial.

15 **Section 7.2. Equipment.** The County will provide all equipment and employees' personal
16 foul weather gear to ensure safety and/or identification for employees based on requirements of their
17 specific job duties. The County will continue to provide all safety-related equipment that is currently
18 provided and/or required by law, including furniture and equipment designed to reduce the risk of
19 injuries associated with positions in this bargaining unit.

20 **Section 7.3. Training.** The County may provide employees release time to attend training
21 programs that will be beneficial to their job performance. Notice of all such training opportunities
22 which the County deems appropriate will be made available to all employees in writing. If the
23 County requires attendance at such training programs, the County will pay the expenses incurred.
24 The County recognizes the benefit of training and will provide access to training opportunities for
25 employees, within budgeted appropriations. Training may also include conferences, workshops and
26 other professional networking opportunities.

27 **A.** An employee enrolled in a degree program that the County determines to be job-
28 related may be eligible to receive reimbursement from the County for up to 50% of this program. An

1 employee who takes individual classes or courses which the director determines to be job-related may
2 be eligible to receive reimbursement from the County for up to 100% of class fees or course fees.
3 The decision to provide any reimbursement or initial course approval is solely based upon the
4 County's discretion and is subject to financial constraints; however, the director shall assure that over
5 time training opportunities are distributed equitably over the work unit.

6 **B.** The Labor-Management Committee established pursuant to Section 7.5 of this
7 Article shall address the issue of non-traditional training.

8 **Section 7.4. Transportation Benefits.**

9 **A.** Eligible employees will receive the transportation benefits provided in King
10 County Code.

11 **B.** The Department will provide all retirees with bus passes at no cost in accordance
12 with current practice and County ordinance. Further, any member of the bargaining unit who was
13 entitled to a retiree bus pass prior to the January 1, 1996, merger with the County shall continue to be
14 eligible for a retiree bus pass.

15 **Section 7.5. Joint Labor Management Committee.** The County and the Union agree to
16 establish a joint labor-management committee (LMC) for the purpose of discussing matters or
17 concerns of either party. Grievances, unfair labor practices, lawsuits and disciplinary matters are not
18 appropriate subjects for discussion for the LMC. The County and the Union also understand that the
19 LMC is not a substitute for bargaining and has no authority to amend the contract. Meetings will be
20 held as needed and may be called by either party. The party requesting the meeting will be
21 responsible for coordinating the meeting. The Union and County will co-chair the meeting and will
22 determine the appropriate participants, not to exceed four (4) for either party.

23 **Section 7.6. Classification Specifications.** The County shall furnish the Union with specific
24 classification specifications for classifications in the bargaining unit descriptive of the function, scope
25 and complexity of the position and the knowledge, abilities and qualifications for the position. If the
26 Union requests, the County will meet with the Union to review proposed modifications and revisions
27 to the classification specifications and will negotiate impacts prior to implementation.

28 **Section 7.7. Home Free Guarantee.** The County will operate a program to provide

1 employees with a free ride home by taxi, if on a given day the employee has commuted to work by
2 bus, carpool, vanpool, bike or walking on the day of the trip and has an emergency or works
3 unanticipated overtime that day which requires the employee to leave work at other than the
4 employee's regularly scheduled quit time. Determination of what constitutes a qualified emergency
5 will be made at each worksite by the employee so designated by the County. Employees can exercise
6 their home free guarantee a maximum of eight (8) times per calendar year.

7 **Section 7.8. Meals in Declared Emergency.** In the event of a bona fide emergency which is
8 declared by the County Executive, an employee will receive the meal per diem or appropriate meal
9 for any time in which that employee is required because of the emergency to remain at work in
10 excess of twelve (12) consecutive hours or is required to work in excess of eight hours on a day the
11 employee was not scheduled to work. Expense receipts are not required for reimbursement.

12 **Section 7.9. Accidental Death Benefit – Criminal Assault.** The County provides special
13 coverage in the event of a felonious assault for employees covered under the County's Accidental
14 Death and Dismemberment Insurance Plan.

15 **Section 7.10. Inclement Weather.**

16 **A. Pay for employees in case of facility closure.**

17 **1.** If a facility is closed by order of the County Executive due to inclement
18 weather, employees scheduled to work will be paid their normal salary or hourly wage until such time
19 as the facility is reopened, alternative worksites are arranged, or a reduction in force is implemented.
20 Employees who previously requested and have been approved for time off (e.g., vacation, sick leave,
21 compensatory time off, or leaves of absence) will have hours deducted from their accruals as
22 approved.

23 Employees designated as first responders and mission critical employees who are unable to
24 report to work will have their time charged to vacation, comp-time, or leave without pay unless the
25 department director or designee determines that regular pay is warranted and waives the charging of
26 the time missed.

27 **2.** When the Department director closes operations in the employee's work
28 unit during the work day or orders employees to leave the premises because of safety concerns,

employees scheduled to work will be paid for the normally scheduled work day.

3. Continued closure of a facility beyond the first day (or partial day) as described above must be approved by the County Executive; otherwise, the facility will be deemed open.

B. Pay for employees where facilities remain open for business.

When the Department, office or facility remains open, but inclement weather conditions prevent an employee from reporting to work:

1. The employee will notify their supervisor of the absence as soon as possible.

2. The employee may request, and the supervisor may approve, the use of compensatory time, vacation time, or leave without pay to cover the absence. Sick leave may not be used in such instances except where appropriate under sick leave provisions of the King County Code, Personnel Guidelines and this Agreement.

Section 7.11. Parking. Employees are required to pay for parking at the employee parking rates established in the Coalition Labor Agreement for the Goat Hill and King Street Center garages.

Section 7.12. After Hours Support (AHS). AHS is off duty time during which hourly employees may be required to be on standby ready and able to report to work, called-out to report back to their workplace, or technical call out to work remotely through technological means and is not required to report back to the workplace.

A. Standby.

1. The director/designee will maintain a written list of all staff who have been designated for standby.

2. Employees will be given ten business days' notice, in writing, of their designation to standby, or of schedule changes.

3. Written notice may be waived by written mutual consent between director/designee and employee.

4. Standby schedules will be posted in a place visible to all employees in that work group.

1 5. In instances where the Department, due to emergency or business reasons,
2 must terminate or modify the standby schedule, the Department will provide as much notice of
3 schedule change as practicable.

4 6. Equipment: The Department will provide all assigned After Hours Support
5 staff with a two-way electronic device when working After Hours Support.

6 7. Employees will be paid ten percent of their base hourly rate for all hours on
7 standby.

8 **B. Physical Call-Out (PCO).**

9 1. A minimum of four (4) hours at the overtime rate (inclusive of travel and
10 time actually worked) shall be given for each call-out when the employee is required to report back to
11 their workplace; except, if the PCO is within four hours of their shift start time, the employee will
12 only be paid for the hours worked at the overtime rate. If the PCO exceeds the initial four hours, the
13 hours worked shall be at the overtime rate of the employee's base hourly pay rate except if such time
14 coincides with the employee's work shift in which case the employee will be paid their regular base
15 hourly rate of pay.

16 2. An employee who has a County vehicle and can report directly to a work
17 location and is not required to report to their workplace, will be paid two hours of overtime. If the
18 PCO exceeds the initial two hours, the hours worked will be paid at the overtime rate except if such
19 time coincides with the employee's work shift, in which case the employee will be paid their regular
20 base hourly rate of pay.

21 3. Parking expenses shall be reimbursed on presentation of a receipt, if an
22 employee is called out to a work location outside of the employee's regular working hours.

23 **C. Technical Call-Out (TCO).** Employees will be paid a ten-minute minimum or
24 the number of minutes worked, whichever is greater, at the appropriate overtime rate of pay.
25 Subsequent call outs within the same ten-minute period will not receive additional compensation until
26 after that period has expired. If an employee is called to perform a TCO and it is determined they will
27 need to perform a PCO, the provisions for the PCO will prevail.

28 **Section 7.13. Insured Benefits.** The County provides group medical, dental, vision,

1 disability, accidental death and dismemberment, and life insurance plans for regular, probationary,
2 and term-limited temporary employees as provided under the terms of the JLMIC Benefits
3 Agreement. The plan designs, plan features, cost co-share terms and other terms and conditions of the
4 plans are negotiated by representatives of the County and labor organizations that are parties to the
5 JLMIC. The parties agree to the JLMIC Benefits Agreement, as amended.

6 **Section 7.14. Reimbursement for Personal Transportation.** All employees who have been
7 authorized to use their own transportation on County business shall be reimbursed at the rate
8 established through ordinance by the County Council. The County provides coverage for liability to a
9 third party, and property damage to an employee's personal vehicle, if the use of an employee's
10 personal vehicle was authorized, they were not in violation of the law, and operating their personal
11 vehicle within the course and scope of their employment.

12 **ARTICLE 8: TRANSFERS AND PROBATIONARY PERIOD**

13 **Section 8.1. Lateral Transfers.** Prior to filling a vacant position using an open competitive
14 process, regular employees holding the same classification as that of the vacant position shall be
15 given the opportunity to make a lateral transfer to the vacant position. This provision does not apply
16 to Term-Limited Temporary (TLT) employees. Such lateral transfers shall be accomplished pursuant
17 to the following procedure:

18 **A.** Notification of the vacancy shall be provided to all regular bargaining unit
19 employees whose classification is the same as that of the vacant position and thus eligible for lateral
20 transfer considerations. Employees expressing interest in lateral transfer shall not be required to
21 complete skills or other testing.

22 **B.** Eligible regular employees expressing interest in a lateral transfer shall be
23 interviewed by the manager/designee.

24 **C.** Following the transfer process and prior to filling the vacant position using an
25 open competitive process, the County will consider, but is not required, offering the position as a
26 special duty assignment (SDA) to interested employees in the bargaining unit. If the County offers an
27 SDA and none of the interested eligible bargaining unit employees are selected for the SDA
28 opportunity, the position will be filled through the County's hiring processes.

1 D. Interested eligible regular employees who are not selected through the lateral
2 transfer process or special duty assignment opportunity may apply for the position during the
3 competitive examination process which the County can initiate at any time.

4 E. A regular employee who transfers to a position within the employee's same
5 classification, pay range and department shall not be required to serve a probationary period unless the
6 director of the Department of Human Resources/ designee, determines in writing, in advance of the
7 transfer, that the essential functions of the new position are substantially different from those of the
8 employee's previous position, taking into consideration: the specific duties of the position; the work
9 setting; the skills, training, and experience needed; the level of available support and supervision; and
10 any other factors the director/designee deems relevant.

11 **Section 8.2. Probationary Period.**

12 A. The applicable provisions of Personnel Guidelines, Duration of Probationary
13 Period, shall apply, except as modified by this Section. The probationary period for a new employee
14 or a newly promoted employee shall be six months. A probationary period may be extended up to a
15 total period of 12 months. If a probationary period is to be extended, the Union must be notified and
16 a written notice of the extension must be given to the employee. Notification shall be provided prior
17 to the end of the probationary period.

18 B. The County will provide probationary employees with at least one performance
19 appraisal during the probationary period, ideally at the mid-point of the probationary period.

20 C. If an employee's probationary period is extended because the director determines
21 the employee has not received adequate and consistent supervision during the probationary period,
22 the employee will receive a retroactive probationary step increase to the date the normal probationary
23 period was completed upon obtaining regular status.

24 D. An employee is "at will" during their probation and probationary terminations are
25 not subject to the grievance and arbitration provisions of this Agreement.

26 1. An employee who is terminated for unsatisfactory job-performance while
27 on probation may, within 10 days of notice of the notice of termination, request a review of the
28 circumstances with the Supervisor of Transit Employee Relations/designee, or with the immediate

1 supervisor of the individual who made the decision to terminate the employee. Any failure of the
2 County to execute this review does not constitute a harmful error in the termination nor in any way
3 does it create a right to grieve or arbitrate the decision.

4 E. If an employee was promoted from within the bargaining unit and fails to pass
5 probation in the newly promoted position, they may revert back to their former position if it is vacant.
6 If there is not a vacancy, the employee will be treated as a layoff candidate based on the employee's
7 former position.

8 F. Employees who accept placement in a position in lieu of layoff after receiving a
9 layoff notice are subject to probation as may be required under the Personnel Guidelines. However,
10 the "at will" element of probation is not applicable to such employees. If it is determined during the
11 probationary period that the employee is not qualified or cannot perform in a satisfactory manner, the
12 employee will be transferred back to Career Support Services and considered for another placement
13 within the County.

14 **ARTICLE 9: EMPLOYEE RIGHTS AND JOB POSTINGS**

15 Section 9.1. The off-duty activities of employees shall not be cause for disciplinary action
16 unless said activities are detrimental to the employee's work performance or the Department.

17 Section 9.2. If the County issues disciplinary action against a regular employee, the
18 employee shall be apprised of their rights of appeal and representation.

19 Section 9.3. The employee and/or Union representative may examine the employee's
20 personnel file(s) if the employee so authorizes in writing. Unauthorized persons shall not have access
21 to employee files or other personal data relating to their employment, except as otherwise authorized
22 by law.

23 Section 9.4. No employee shall be required to use equipment which is not in a safe condition.
24 In the event an employee discovers or identifies unsafe equipment, they will immediately notify the
25 immediate supervisor in writing. Employees shall not be disciplined for reporting unsafe equipment
26 or working conditions to their supervisor. Said equipment shall be repaired or replaced if the
27 Department determines the equipment to be unsafe. When the Department determines the equipment
28 to be safe, the employee will be advised.

Section 9.5. Defense and Indemnification. In accordance with King County Code, whenever an employee is named as a defendant in a civil or criminal action arising out of the performance of the employee's duties and is acting within the scope of employment, the County shall furnish counsel (or, solely at the County's discretion, reimburse the employee the cost of their private counsel) to represent the employee to a final determination of the action, without cost to the employee. To have the benefit of such legal representation and indemnification, the employee must have acted in good faith, with no reasonable cause to believe such conduct was unlawful, and within the scope of their County employment. All questions as to whether the employee is entitled to indemnification shall be decided by the chief civil deputy prosecuting attorney in accordance with King County Code, as amended.

Section 9.6. Discipline.

A. No regular employee shall be disciplined except for just cause. The County will employ the concept of progressive discipline in appropriate cases. The County's policy is that discipline is corrective rather than punitive in nature. It is understood that there may be egregious cases that may result in discharge, disciplinary transfer, or other disciplinary actions, that do not require corrective action.

B. Performance Improvement Plan (PIP). Employees who are assigned a PIP shall be given a good faith opportunity to complete their PIP before any progressive discipline related to the PIP is issued to the employee, unless there are instances of misconduct or gross performance issues.

C. Letters of Expectations/Memoranda of Counseling. Letters of Expectations or Memoranda of Counseling shall not be included in personnel files but may be included in supervisor files with a copy to the Union.

D. Written reprimands, suspensions, demotions, or discharges must be given by registered or certified mail or personally with a written acknowledgment of receipt. Copies of all written reprimands, suspensions, demotions, or discharges shall concurrently be forwarded to the Union.

E. Letters of reprimand shall not be used for progressive discipline after a period of 18

1 months from the date of issuance, other than for purposes of showing notice; provided the employee
2 has not been disciplined during the 18 months.

3 **F.** All time limits set forth in this Section that refer to working days, shall include
4 Monday through Friday and exclude all County observed holidays.

5 **G.** Investigations will typically be completed within 90 calendar days after the
6 director is made aware of a credible allegation of misconduct. The time to complete the investigation
7 may be extended by the Department if another agency is investigating the event (e.g., police,
8 Ombudsman) or if evidence necessary to complete the investigation is not reasonably available to
9 complete the investigation during the 90calendar day investigation period. If the investigation is
10 extended, the Department will notify the employee(s) under investigation and the Union and both will
11 be provided with the basis for the extension and the expected date the investigation will be
12 completed.

13 **H.** The County will normally issue written reprimands, notices of intent to suspend,
14 demote or discharge within 30 calendar days following conclusion of the investigation.

15 **I.** Following the County's notice of intent to suspend, demote, or discharge, a
16 Loudermill hearing will be offered to regular employees and a decision will normally be made within
17 30 calendar days of the notice.

18 **Section 9.7. Equal Employment Opportunity.** The County and the Union shall not
19 unlawfully discriminate against any individual employees with respect to compensation, terms,
20 conditions or privileges of employment by reason of race, color, sex, religion, national origin,
21 religious belief, marital status, age, sexual orientation, gender identity or expression, ancestry or the
22 presence of any sensory, mental or physical handicap (SMPH) unless based on a bona fide
23 occupational qualification reasonably necessary to the operations of the County, status as a family
24 caregiver, military status or status as a veteran who was honorably discharged or who was discharged
25 solely as a result of the person's sexual orientation or gender identity or expression. An employee
26 who believes they have been discriminated against is encouraged to report their concerns in
27 accordance with the County's Nondiscrimination, Anti-Harassment and Inappropriate Conduct
28 Policy.

Section 9.8. Job Postings. Employees are encouraged to seek advancement within their specific work units, as well as within the County as a whole. All open regular and TLT positions that are represented by the Union shall be posted on the County website, for a minimum of 14 calendar days.

A. Special duty job postings will be consistent with Section 18.8. TLT positions will also be posted as special duty opportunities.

B. Regular and TLT employees that are represented by the Union who meet minimum qualifications and pass any required test for the position represented by the Union will be given a first interview, either by phone or in person, whichever is applicable in the process.

ARTICLE 10: PERFORMANCE APPRAISALS AND MEMOS

Section 10.1. Performance Appraisals and Memos. Each regular and TLT employee will receive performance memos and appraisals as needed, but at least once per year.

The employee may appeal a performance appraisal pursuant to the Personnel Guidelines. Performance appraisals or memos are not grievable.

Section 10.2. Personnel Records. Material placed into the employee's files(s) relating to job performance or personal character shall be brought to their attention. The employee has the right to insert documentation into the file(s) that responds to such said material or to have placed in their personnel file rebuttals to any written communications from County managers or supervisors that has been placed into the file(s). Employees may request to have included in the personnel file any written documentation that reflects favorably on the employee's conduct or work quality. Nothing in this section shall prevent the County and the Union from reaching a mutually acceptable agreement regarding the removal or revision of personnel records as the result of a grievance settlement.

ARTICLE 11: GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES

Section 11.1 Grievance Procedure.

A. Purpose. The County and the Union recognize the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale. In furtherance of this objective, the County and the Union will extend every effort to settle grievances at the lowest possible level of supervision.

1 **B. No Discrimination.** Employees will be unimpeded and free from restraint,
2 interference, coercion, discrimination, or reprisal in seeking adjudication of their grievances.

3 **C. Grievance Definition.** A grievance is defined as an allegation by either party to
4 this Agreement that a violation of one or more terms of this Agreement has occurred.

5 **D. Class Action Grievance.** Grievances that allege the same violation(s) of the
6 Agreement, seeks the same remedy and involve more than one grievant shall, at the Union's request,
7 be submitted at STEP 2 as a Class Action Grievance.

8 **E. Exclusive Representative.** The Union will not be required to press employee
9 grievances if in the Union's opinion, such lack merit. With respect to the processing, disposition
10 and/or settlement of any grievance, including hearings and final decision of any arbitrator, the Union
11 will be the exclusive representative of the employee. However, if employees also have access to the
12 Personnel Board for adjudicating disciplinary or reclassification grievances, selection by the
13 employee of one procedure will preclude access to other procedures. If the employee chooses to
14 access the Personnel Board for the adjudication of disciplinary or reclassification issues, this decision
15 shall waive the Union's legal obligations for representation, unless the employee and Union mutually
16 agree otherwise.

17 **F. Access to Grievance Procedure.** Though employees will have no independent
18 unilateral privilege or right to invoke the grievance procedure, an employee's complaint may be
19 presented to their supervisor. If the issue is not resolved, the Union may refer the grievance to STEP
20 1.

21 **G. STEP 1 - Supervisor/designee-** A grievance must be presented in writing by the
22 shop steward or the Union representative within 30 calendar days of the occurrence or Union
23 knowledge of such grievance. The grievance shall be presented to the employee's supervisor/
24 designee and will describe the event or circumstances being grieved, the provision(s) of the
25 Agreement(s) that have allegedly been violated and the remedy sought.

26 1. The supervisor/designee will meet with the employee and Union
27 representative to discuss the grievance within 15 calendar days of the receipt of the STEP 1
28 grievance.

1 2. The supervisor/designee will issue a written decision to the employee and
2 the Union within 15 calendar days following the discussion.

3 3. If the Union does not pursue the grievance to STEP 2 within 15 calendar
4 days after receiving the supervisor/designee's written decision, the grievance will be precluded from
5 further appeal.

6 **H. STEP 2 - Director/designee-** The grievance may be
7 presented in writing to the director for investigation, discussion, and written reply.

8 1. The director/designee will meet with the employee and Union to discuss the
9 grievance within 15 calendar days of the receipt of the STEP 2 grievance.

10 2. The director/designee will issue a written decision to the employee and the
11 Union within 15 calendar days following the discussion.

12 3. If the Union does not pursue the grievance to STEP 3 within 15 calendar
13 days after receiving the director's/designee's written decision, the grievance will be precluded from
14 further appeal.

15 **I. STEP 3 - Office of Labor Relations -Labor Negotiator-**

16 1. The Labor Negotiator will meet and/or discuss the grievance with the Union
17 within 15 calendar days of the receipt of the STEP 3 grievance.

18 2. The Labor Negotiator will issue a written decision to the employee and the
19 Union within 15 calendar days following the meeting and/or discussion.

20 3. If the Union does not pursue the grievance to STEP 4 - Arbitration within
21 15 calendar days after receiving the Labor Negotiator's written decision, the grievance will be
22 precluded from further appeal.

23 **J. STEP 4 - Arbitration** - Should the decision of the Labor Negotiator at STEP 3 not
24 resolve the matter, the parties may arbitrate the dispute utilizing the process set forth below.

25 1. **Selection Process.** The representatives for the parties will select a third
26 disinterested party to serve as an arbitrator within 30 calendar days following either party's request
27 for arbitration. If the parties are unable to agree upon a third party to serve as an arbitrator, then the
28 arbitrator will be selected from a panel of 11 names furnished by Public Employment Relations

Commission (PERC) or Federal Mediation and Conciliation Services (FMCS). If the FMCS option is utilized, the parties shall request a list of arbitrators with their principal place of business in regions 1 or 2 only. The arbitrator will be selected from the list by both the County representative and the Union representative each alternately striking a name from the list until only one name remains. Both parties will participate in a coin toss to determine which panel is used and another coin toss to determine who goes first for the arbitrator strike process. The remaining name will serve as the arbitrator. The arbitrator's decision will be final and binding upon all parties to the dispute.

2. Arbitrator's Authority Limited. The arbitrator will have no power to add to, subtract from, disregard, modify or otherwise alter any terms of this Agreement, or to negotiate new agreements, but will have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

3. Arbitration Expenses. The arbitrator's fee and expenses will be paid equally by the County and the Union. The court reporter's fee and expenses, if mutually agreed upon in advance, will be paid equally by the County and the Union. Each party will pay the full costs and fees of its representatives, including attorney's fees and the expenses of any witnesses appearing on its own behalf, regardless of the outcome of the arbitration and regardless of the subject matter of the dispute. Adverse County employee witnesses will be granted time off using their own paid leave whenever operationally feasible, with advance notice.

4. Mediation. If requested and mutually agreed, the parties may call in a mediator to assist the parties in resolving the dispute. The parties shall jointly select the mediator.

5. Timelines. Timelines under this Section may be extended by mutual agreement in writing, by the parties responsible for addressing the grievance at each step. Unless mutually agreed between the parties responsible for addressing the grievance at each step no grievance step may be bypassed. If the final calendar day falls on a Saturday, Sunday, County observed holiday or on a day the County is closed for business, the next following normal day of business will be considered the final calendar day.

6. Grievances of Disciplinary Action. Regular employees are subject to a just cause standard for discipline.

1 a. Grievances of disciplinary action involving suspension, demotion,
2 or termination shall enter the grievance process at STEP 2.

3 b. No verbal, written performance, Letter of Expectations or
4 Memoranda of Counseling or counseling documents shall be considered discipline that may be
5 appealed under this Section.

6 c. The provisions of this Article will not apply to probationary,
7 temporary, provisional and TLT employees if they are disciplined or discharged because said
8 employees are “at will” and not covered by the “just cause” requirement of this Agreement.

9 **Section 11.2 Non-Contractual Dispute Resolution and Mediation.** The intent of this
10 section is to provide employees and supervisors with a dispute resolution process for issues for which
11 the grievance and arbitration processes do not apply. An employee who has a non-contractual
12 dispute is encouraged to exercise their rights to pursue dispute resolution and, if mutually agreed to,
13 use mediation to resolve the dispute.

14 To initiate this process, the employee will request a dispute resolution meeting with their
15 immediate supervisor. The employee and their supervisor will then meet in an attempt to resolve the
16 dispute. The supervisor may provide the employee with a written summary of the meeting and
17 outcome.

18 If the dispute remains unresolved, the Union may, within 20 days of the employee’s receipt of
19 the written summary, request mediation. The request for mediation will be made, in writing, to
20 Transit Employee and Labor Relations.

21 **ARTICLE 12: WORK STOPPAGES AND EMPLOYER PROTECTION**

22 The County and the Union agree that the public interest requires the efficient and
23 uninterrupted performance of all County services. To this end, the Union will not cause or condone
24 any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned
25 duties, or other interference with County functions by employees under this Agreement. If such
26 interference should occur, however, the Union agrees to take immediate and appropriate steps to end
27 such interference.

28 **ARTICLE 13: WAIVER, MODIFICATIONS AND SAVINGS**

1 **Section 13.1. Waiver.** The parties acknowledge that each has had the unlimited right within
2 the law and the opportunity to make demands and proposals with respect to any matter deemed a
3 proper subject for collective bargaining. The results of the exercise of that right and opportunity are
4 set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement,
5 each agrees to waive the right to oblige the other party to bargain with respect to any subject or
6 matter not specifically referred to or covered in this Agreement. Unless otherwise agreed by the
7 parties, all letters, agreements, and understandings in effect prior to the effective date of this
8 Agreement are deemed null and void with the effective date of this Agreement.

9 **A. Modifications.** For the duration of this Agreement, the County and the Union
10 may, with mutual consent, negotiate modifications, including additions, deletions, and changes, to the
11 terms of this Agreement. No modification will become effective without a written agreement, signed
12 by both the County and the Union, that defines the specifics of the modification, or by the decision of
13 an interest arbitrator.

14 **Section 13.2. Savings.** Should any part hereof or any provision herein contained be rendered
15 or declared invalid by reason of any existing or subsequently enacted state or federal legislation or by
16 any decree of a court of competent jurisdiction, such invalidation of such part or portions of this
17 Agreement shall not invalidate the remaining portions thereof; provided, however, upon such
18 invalidation, the parties agree to meet and negotiate such parts or provisions affected. The remaining
19 parts or provisions shall remain in full force and effect.

20 **ARTICLE 14: UNION REPRESENTATION**

21 **Section 14.1.** Authorized representatives of the Union may, after notifying the County
22 official in charge, visit the work location of employees covered by this Agreement at any reasonable
23 time for the purpose of investigating grievances, and to conduct union business that is directly related
24 to the administration of this Agreement. Such representatives shall limit their activities during such
25 investigations to matters relating to this Agreement. Department work hours shall not be used by
26 employees or Union representatives for the conduct of Union business or the promotion of Union
27 affairs.

28 **Section 14.2.** Authorized representatives of the Union may have reasonable access to its

1 represented employees in County facilities for transmittal of information or representation purposes
2 before and after work and during lunch breaks or other regular breaks as long as the work of the
3 County employees and services to the public are unimpaired. Prior to contacting represented
4 employees in County facilities, such authorized Union representatives shall make arrangements with
5 the director. Where allowable and after prior arrangements have been made, the County shall make
6 available to the Union meeting space, rooms, virtual meeting space, etc. for the purpose of
7 conducting Union business, where such activities would not interfere with the normal work of the
8 Department.

9 **Section 14.3.** The Union shall have the right to appoint stewards within sections, divisions,
10 and locations where its represented employees are employed under the terms of this Agreement.
11 Stewards shall see that the provisions of this Agreement are observed, and they shall be allowed
12 reasonable time to perform these duties during regular working hours without suffering a loss of pay.
13 Shop stewards must request release time from their work duties to perform steward duties during
14 regular working hours. Paid release time, for purposes of this section, does not apply to participation
15 in the LMC defined in Article 7.5 or contract or settlement negotiations.

16 **Section 14.4. Union Membership.**

17 **A.** Upon authorization by an individual employee to the Union, the County shall
18 provide for payroll deductions of union dues, initiation fees, assessments, and other fees as certified
19 by the Union including PAC (or similar funds).

20 **B.** The Union shall have the option to transmit to the County, by the cut-off
21 date for each payroll period, the name and employee ID number of employees who have, since the
22 previous payroll cut-off date, provided authorization for deduction of dues and/or PAC, or have
23 changed their authorization for payroll deductions.

24 **C.** The County shall honor the terms and conditions of the Union
25 membership and payroll deduction authorization(s).

26 **D.** The County, including its officers, supervisors, managers and/or agents, shall
27 remain neutral on the issue of whether any bargaining unit employee should join the Union or
28 otherwise participate in Union activities.

1 E. An employee may revoke their authorization for payroll deductions of payments to
2 their Union by written notice to the Union in accordance with the terms and conditions of their
3 membership authorization. Every effort will be made to end the deductions effective on the first
4 payroll, and not later than the second payroll, after receipt by the County of confirmation from the
5 union that the terms of the employee's authorization regarding dues deduction revocation have been
6 met.

7 F. The County will refer all employee inquiries or communications regarding Union
8 membership to the Union.

9 G. The Union shall, only as to deductions made by members of its bargaining
10 unit, indemnify, defend and save the County harmless against any claim, demand, suit or other form
11 of liability asserted against it as it relates to such deductions. If requested by the Union in writing,
12 the County will surrender any such claim, demand, suit or other form of liability to the Union for
13 defense and resolution.

14 **Section 14.5. Bulletin Boards.** The County agrees to provide bulletin boards in areas
15 accessible to the employees for the use of Union officers and stewards to post announcement of
16 meetings, election of officers, and any other Union materials. No materials of a political nature can
17 be posted.

18 **Section 14.6. Electronic Devices.** The County will permit Union officers and stewards the
19 use of electronic mail, fax machines, copiers, telephones, video conferencing and similar equipment
20 to communicate regarding Union business related to the County. These communications will be
21 consistent with state law and the County's Acceptable Use of Information Assets Policy, as amended.
22 The communications and the use of the County's equipment and systems must be brief and
23 infrequent. In no circumstance shall use of the County's equipment or systems interfere with County
24 operations or result in additional expense to the County. The parties understand and agree there is no
25 guarantee of privacy in the communications described herein and that such communications may be
26 subject to disclosure under the Public Records Act.

27 **Section 14.7. Union Leave.**

28 A. Upon written application, a regular employee elected or appointed to a Union

1 office that requires all of their time shall be given a leave of absence without pay from work,
2 normally not to exceed a period of five years. The employee shall not suffer a loss of bargaining unit
3 seniority rights and shall accumulate the same during such leave. Leave may not be approved for
4 more than one employee at a time from the Department.

5 **B.** A regular employee designated by the Union to serve on official Union business
6 that requires a part of their time shall be given a leave of absence without pay from work, provided it
7 can be done without detriment to Department services and at least 48 hours written notice is given to
8 the Department. The employee shall not suffer a loss of bargaining unit seniority rights and shall
9 accumulate the same during such leave.

10 **Section 14.8. Steward Training.**

11 **A.** During each year of this Agreement the Union's principal officer may request that
12 Union stewards be provided with up to one workday of release time without loss of pay to participate
13 in the steward training programs sponsored by the Union.

14 **B.** The Union shall submit to the Office of Labor Relations and the Department as far
15 in advance as possible, but at least two weeks in advance, the names of those stewards who will be
16 attending training. Time off for these purposes shall be approved in advance by the employee's
17 supervisor. The approval of such time off shall not be unreasonably denied for arbitrary and/or
18 capricious reasons. When granting such requests, the Department will take into consideration
19 operational needs.

20 **Section 14.9. New Employee Orientation (NEO) - Union Presentation.** The County
21 agrees to allow the Unions to meet the new bargaining unit employees following hire. Approximately
22 five working days before the Union meets with the employee during the NEO period, a list of names
23 of employees who shall be attending shall be forwarded to the Union.

24 **Section 14.10. Release Time for New Employees.** The County shall provide each new
25 bargaining unit employee with 30 minutes of paid release time to meet with the Union within the first
26 month of employment.

27 **Section 14.11. Union Notification.** The County will supply the Union with the following
28 information within approximately five working days of a new employee's date of hire or new Union

1 eligibility:

- 2 A. First and last name
- 3 B. USPS mail address
- 4 C. Home phone or cell phone number (if the employee provides it)
- 5 D. Work e-mail address
- 6 E. Job classification/title
- 7 F. Department
- 8 G. Division
- 9 H. Work location
- 10 I. Date of hire
- 11 J. Hourly or salary pay status
- 12 K. Rate of pay
- 13 L. FTE status (if applicable)
- 14 M. Personal e-mail address (if the employee provides it)

15 **Section 14.12. Public Records Request.** When documents in an individual employee's
16 personnel, payroll, supervisor, training, safety, or medical file are the subject of a public records
17 request, the Department will provide the employee notice of the request in advance of the intended
18 release date. If the Department receives a public records request for personal information (RCW
19 42.56.250(4)) for the entire membership of the Union working for the Department, the Department
20 shall notify the Union as soon as possible and prior to the release of the information.

21 **ARTICLE 15: DONATED LEAVES**

22 **Section 15.1. No Solicitation.** All donations made under this Agreement are strictly
23 voluntary. Employees are prohibited from soliciting, offering, or receiving monetary or any other
24 compensation or benefits in exchange for donation of leave hours.

25 **Section 15.2. Approval for Donations.** Donations require written approval from the
26 comprehensive leave eligible donating and receiving employees' directors. If approved, the donated
27 leave will be available the next full pay period after notification of the donation is received by Payroll
28 from the Department of Human Resources (DHR).

Section 15.3. No Cash Out of Donated Leave. Donated leave hours are excluded from all payouts and restorations.

Section 15.4. No accruals on donated leave. Accrued leave will not accrue on donated leave as it is used.

Section 15.5. Eligibility to receive and use Comprehensive Leave Eligible Employee-to-Comprehensive Leave Eligible Employee or Emergency Medical Fund donated leave hours.

A. The receiving employee must have exhausted all paid leave accruals (e.g., vacation leave, sick leave, executive leave, comp-time) to use donated leave.

B. The receiving employee can only use donated leave for KCFML and FMLA qualifying reasons.

C. The leave for which the employee is requesting donations must be for a prolonged absence. A prolonged absence is three or more consecutive days. An employee may use donated leave intermittently after the employee's prolonged absence if the conditions in A and B above are met.

D. Vacation leave hours. Except as provided under Section 15.8.B., the amount of donated vacation time cannot exceed the donating employee's leave accrual balance at the time of donation.

E. Sick leave hours. An employee is limited to donating a total of 25 hours of accrued sick leave per calendar year, provided the donating employee's leave balance will be 100 hours or more following the donation.

Section 15.6. Calculation of Donated Leave. All donated leave hours shall be converted to a dollar value base on the donor's straight time hourly rate at the time of the donation. The dollar value will then be divided by the receiving employee's straight time hourly rate to determine the actual number of hours received and placed in the receiving employee's donated leave bank.

Section 15.7. Comprehensive Leave Eligible Employee-to-Comprehensive Leave Eligible Employee Donations.

A. A comprehensive leave eligible employee may donate a portion of their accrued leave hours, as provided under Subsections 15.5 D. and E. above, to another comprehensive leave

1 eligible employee.

2 **B. Donation limits**, as provided under Subsections 15.5.D. and E. above, are exclusive
3 of donations to the Emergency Medical Leave Fund under 15.8.

4 **C. No Reversion of Donated Leave.** Donated leave hours remain with the recipient
5 and do not revert to the donor.

6 **Section 15.8. Comprehensive Leave Eligible Employee donations to an Emergency**
7 **Medical Leave Fund.**

8 **A.** An emergency medical leave donation program shall be activated or deactivated at
9 the County’s discretion based on the County’s current need for such a program. When active,
10 comprehensive leave eligible employee may donate a portion of their accrued leave hours (i.e.,
11 vacation leave, sick leave) to an “Emergency Medical Leave Fund” (Fund) that is managed by DHR.
12 The County will provide 30-day written notice to the Union when the program will be deactivated or
13 reactivated.

14 **B. Donation of Vacation hours.** An employee is limited to donating 80 hours of
15 accrued vacation per calendar year to this Fund unless the employee’s department director approves a
16 greater amount.

17 **C. Process and Conditions to receive hours from the Emergency Medical Leave**
18 **Fund.**

19 1. The comprehensive leave eligible employee must submit a request to DHR
20 for hours.

21 2. The maximum donation an employee can receive up to 80 hours based on
22 the employee’s normally scheduled hours during the biweekly pay period, prorated for part-time
23 employees.

24 3. Hours will be distributed on a first come first serve basis and only awarded
25 prospectively (i.e., the leave will not be awarded retroactively to cover previous time in a no-pay
26 status).

27 4. Given there is only a finite number of dollars in the Emergency Medical
28 Leave Fund, there is no guarantee that hours will be awarded.

1 **D. No reversion of donated leave.** Donated hours not used by the donee within 60
2 calendar days of being awarded will be returned to the Emergency Medical Leave Fund and do not
3 revert to the donor.

4 **Section 15.9. Donation of Vacation or Compensatory Hours to Nonprofit Organizations.**

5 The executive may implement a process providing the opportunity for comprehensive leave eligible
6 employees to convert accrued vacation or accumulated compensatory hours, or both, into a cash
7 donation. This process is pursuant to KCC 3.12.222, as amended.

8 **Section 15.10. Donation to an Account or Program to Benefit Children of Deceased**

9 **Employee.** If an employee dies during employment, the executive may implement a process
10 providing a one-time opportunity to allow comprehensive leave eligible employees to convert either
11 accrued vacation or accumulated compensatory time hours, or both, to cash to benefit any children of
12 the deceased employee who are under 23 years old at the time of the employee's death. This process
13 is pursuant to KCC 3.12.224, as amended.

14 **ARTICLE 16: REDUCTION IN FORCE**

15 **Section 16.1. Pre-Layoff Process.**

16 **A.** When a reduction in force is anticipated for career service positions represented
17 under this Agreement, the County will notify the Union at least thirty (30) days prior to the decision
18 to eliminate a position that will result in an employee being laid off. Upon request, the County will
19 meet with the Union Representative to identify the number of employees in this bargaining unit that
20 the County is anticipating for layoff. The County will demonstrate that all probationary employees,
21 interns, temporary, and term-limited employees that perform similar professional and technical work
22 in the same classification will end employment prior to the layoff of career service employees of this
23 bargaining unit. The County and the Union shall jointly endeavor to find ways to minimize or
24 eliminate the number of career service employees who must be laid off (*e.g.*, reassign employees to
25 vacant positions, locate temporary placement in other departments, encourage leaves of absence, or
26 allow job-sharing).

27 **B.** When the elimination of a career service position will result in an employee being
28 laid off, the employee will be placed in an available vacant career service position for which they are

1 qualified.

2 C. When the elimination of a career service position shall result in an employee being
3 laid off, the employee shall be selected by inverse seniority within the same classification within a
4 Department. An employee subject to layoff who is not placed in a vacant career service position may
5 bump the least senior employee in the same classification within the Department, provided the
6 employee who elects to bump has more seniority.

7 Employees who bump into a new position will serve a probationary period in the new
8 position. If the employee does not successfully complete the probationary period, they are no longer
9 able to exercise bumping rights and will be terminated from employment. The employee will be
10 referred to Career Support Services and be eligible for possible placement in another County position.

11 **Section 16.2. Notice.** When the elimination of a position shall result in an employee being
12 laid off, the County shall provide written notice to the Union and the affected employee at least 30
13 calendar days prior to the effective date of the layoff.

14 **Section 16.3. Recall Rights.**

15 A. All career service bargaining unit employees who are laid off, whose hours of
16 work are reduced involuntarily or who accept a position with a lower pay range in lieu of layoff, shall
17 be placed on the layoff recall list for two years in the County's Layoff/Recall Program from the date
18 of layoff. Refusal to accept re-employment in a position with a lower salary range or with fewer
19 working hours than the employee held at the time of layoff shall not be cause for removal from the
20 recall list.

21 B. When a laid-off employee applies for, or is referred to, a bargaining unit position
22 and such employee is unsuccessful in obtaining the position, the employee will be provided with the
23 rationale for their non-selection, interview and test scores, and other documentation used to make the
24 determination.

25 C. An employee who is recalled from layoff will have all unpaid sick leave balances
26 restored.

27 **Section 16.4. Seniority Defined.**

28 A. Seniority shall be defined as the date when the employee first began working in a

1 bargaining unit position currently covered or would have been covered by this Agreement. The
2 County is responsible for providing the Union with complete, accurate, pertinent, and timely
3 information to assist the Union in identifying the seniority date. Failure to provide this information is
4 grievable. All questions or issues pertaining to a represented employee's seniority will be settled by
5 the Union. The Union determined seniority date cannot be grieved.

6 **B.** Time worked as a temporary, in an Administrative Support or Rideshare
7 bargaining unit classification, shall be counted, provided there is no break in service, as determined
8 by the Union. Seniority will be adjusted for all time more than 30 continuous days, when not in pay
9 status.

10 **C.** An employee who is granted a voluntary leave of one year or less or who resigns
11 from County employment for education or professional development or is laid off and is rehired
12 within two years or less maintains their seniority date. However, if said employee is gone for more
13 than the above allotted time, upon return to the bargaining unit, they will receive a new seniority date
14 reflecting the date of hire.

15 **D. Special Duty Seniority.**

16 An employee who is not a represented employee of the bargaining unit and is working in a
17 special duty assignment in a bargaining unit position who is hired permanently to that position shall
18 have their seniority date reflect the start date of the special duty assignment.

19 **Section 16.5. Term-Limited Temporary (TLT) Employees.** The provisions of this Article
20 do not apply to TLTs.

21 **ARTICLE 17: SUPPORTED EMPLOYMENT PROGRAM**

22 **Section 17.1.** Supported employees performing bargaining unit work will be covered by the
23 terms of this Agreement. Supported employee classifications and assigned wage ranges have been
24 established in the County's classification system* and are accreted in this Agreement. Any contract
25 terms identified by either party that conflicts with the needs of the program will be discussed or
26 bargained as appropriate in an expedited manner. With respect to any contract "bumping" rights
27 under a reduction in force article, only those in supported employee classifications may bump others
28 in supported employee classifications. Additionally, because the jobs are tailored to individuals'

1 abilities and experience, the program manager and the Department of Human Resources director
2 must review and approve any bumping decisions and notify the appropriate Union of the decision.

3 **Section 17.2.** Though the job duties of a supported employee may cross job classifications,
4 bargaining units and/or Union jurisdiction boundaries, no Public Employment Relations Commission
5 (PERC) Unfair Labor Practice Complaints (ULPs) or grievances will be filed based on the work
6 assigned to a supported employee or allegations of bargaining unit work “skimming.” The parties
7 understand that the process used to assign duties will reflect a “customized employment process”
8 wherein job duties may be “carved” from various assignments and places to create a single supported
9 employee assignment. Because a key component to a successful program includes flexibility in
10 assigning job duties based on operational need and employee growth, as well as the ability to increase
11 responsibility as skills grow, duties will vary and may change over time. For this reason, the parties
12 to this Agreement expressly waive the legal right to file PERC ULP complaints or grievances
13 regarding bargaining unit “skimming” by supported employees. Should these “carved” duties no
14 longer be assigned to a supported employee, said duties will revert to the bargaining units where they
15 originated.

16 **Section 17.3.** Supported employees will be represented and pay dues, as appropriate, to the
17 Union representing the majority of the work assigned. If there is no clear majority, the Union
18 representing the plurality of the work assigned will represent the employee. Should a party to this
19 Agreement (County or Union) contest the Union representation assigned to a position, that party will
20 notify the other party (County or Union) and they will meet to discuss the dispute. Issues, concerns
21 or disputes regarding the representation of bargaining unit work assigned to supported employees will
22 be discussed by the Union jointly with the program manager and the appropriate Office of Labor
23 Relations labor negotiator. Employees will be allowed and expected to continue performing their
24 duties, newly identified and/or previously assigned, while the dispute is discussed. The parties may
25 involve a mediator to help them discuss and resolve disputes. An unresolved dispute will be
26 presented to a PERC mediator selected by the parties. This process will be completed in an expedited
27 manner. An employee’s job coach may be included in discussions about represented bargaining unit
28 work that has been assigned.

1 **Section 17.4.** The parties acknowledge the possibility that a supported employee may be
2 assigned to perform work that is currently non-represented. If, however, the employee is assigned
3 both non-represented and represented work, the employee will be treated as represented, as long as
4 the duties that are represented are not a de minimis portion of the duties as a whole. This is without
5 prejudice to the fact that the non-represented duties remain non-represented.

6 * Supported Employment Classifications include Supported Employment Program (SEP)
7 Associate I (#4220100) - KC Squared Table Wage Range 25; SEP Associate II (#4220200) - KC
8 Squared Table Wage Range 30; SEP Associate III (#4220300) - KC Squared Table Wage Range 33;
9 and SEP Park Specialist (#4220000) - KC Squared Table Wage Range 35.

10 **ARTICLE 18: RECLASSIFICATION AND OUT OF CLASS WORK**

11 **Section 18.1. Reclassification and Resulting Pay.** The Department, an employee or a group
12 of employees may request their position to be reclassified. Temporary and TLT employees may not
13 request position reclassification, but TLT employees may be reclassified as part of a group
14 classification as described in section 18.1.C, below. Except if appealed pursuant to section 18.4.B.,
15 all reclassification requests will be completed within twelve months of being submitted by the
16 employee(s).

17 **A. Reasons for Filing a Reclassification Request.**

- 18 1. An employee's position is not assigned to the appropriate job classification,
19 or
20 2. A significant or gradual change in an employee's on-going duties or
21 responsibilities over a period of at least one-year, or
22 3. Reorganization or County Council action causes the duties of a position to
23 change.

24 **B. Eligibility Limits:** An employee is not eligible to submit a reclassification request

- 25 1. If it has been less than 12 months since the date of a previous classification
26 determination for the position, or
27 2. the employee is on probation, or
28 3. the employee is on a Performance Improvement Plan, or

4. the employee is asking for a reclassification for a special duty or temporary position.

C. Group Reclassification Requests: A group reclassification may be submitted if all employees' positions are in the same classification within the same section of a division; this can include TLT employees, provided the group includes at least one regular employee. The Department of Human Resources (DHR) will evaluate each position individually; therefore, reserving the right to place positions into different classifications, if warranted. Nothing in this section prevents an individual employee from exercising their Section 18.4.A rights under this Article 18.4 Reconsideration of a Classification Decision.

Section 18.2. Effective Date of Reclassification, Pay, and FLSA Status.

A. Implementation of a Classification Decision. The change in classification will be initiated upon acceptance of the classification decision, or expiration of the reconsideration period, as applicable.

B. The table below summarizes the effective date and resulting pay when an employee's position is reclassified to job classification within a higher pay grade, the same pay grade, or a lower pay grade.

Reclassification to	Effective Date	Pay Upon Reclassification
Higher pay grade	Start of the pay period following receipt of the completed reclassification request form at Compensation and Classification Services in the DHR.	1st Step of the pay range of the new classification or the step that is at least 5% above the former rate of pay, whichever is greater. Additional discretionary steps may not be awarded. Pay may not exceed Step 10 unless the employee is already receiving merit-over-top. If pay includes merit-over-top, pay is calculated using the merit-over-top amount and may result in merit-over-top

		upon reclassification.
Same pay grade	Start of the pay period following receipt of the completed reclassification request form at Compensation and Classification Services in the DHR.	<p>The step of the pay range which is closest to and not less than the step that the employee received before the reclassification.</p> <p>Pay may not exceed Step 10 unless the employee is already receiving merit-over-top.</p> <p>If pay includes merit-over-top, the employee will continue to receive merit-over-top.</p>
Lower pay grade	Start of pay period at least 30 calendar days after notification of the classification determination from the DHR.	<p>Highest step in the new pay range that does not exceed the current pay rate.</p> <p>If pay includes merit-over-top, pay is calculated using the merit-over-top amount and may result in merit-over-top upon reclassification.</p>

C. FLSA Status Change Upon Reclassification

1. When an employee's position is reclassified retroactively into a classification with a different FLSA status, the change in FLSA status shall be prospective only, even though the change in classification and resulting pay may be applied retroactively.

2. When an employee's position is reclassified from an FLSA-exempt classification to an FLSA non-exempt classification, the employee will be paid overtime pay prospectively.

3. When an employee's position is reclassified from a FLSA non-exempt classification to a FLSA-exempt classification, the employee shall receive a cash out of all accrued compensatory time and if reclassified to an executive leave eligible position, will be eligible to receive executive leave in accordance with the terms of the Agreement or policy.

Section 18.3. Probation Upon Reclassification. There shall be no probationary period following a reclassification.

Section 18.4. Reconsideration of a Classification Decision.

A. Request for Reconsideration. A regular employee or a group of regular employees has 30 consecutive calendar days to submit a request for reconsideration of a classification decision to DHR. Employees without email, will be asked to verify receipt of a paper copy of the decision, and will have 30 consecutive calendar days from the date of receipt. A regular employee must request reconsideration prior to filing a grievance or an appeal to the Personnel Board. Failure to request reconsideration to DHR in 30 consecutive calendar days shall be considered as acceptance of the reclassification decision. A group of regular employees may fill out one request for all included individuals, or one or more of the regular employees may submit individual requests for reconsideration. TLTs may request reconsideration only if they are a member of group reclassification request filed by regular employees that is requesting reconsideration.

B. Appeal of a Classification Reconsideration Decision.

1. A regular employee or a group of regular employees may appeal the reconsideration decision through the grievance process under Article 11.1, submitted at Step-4 Arbitration, or to the Personnel Board, but not both. If the group appeal includes a TLT, the decision effecting the regular employees shall also be applied to the TLT. The appeal shall be filed in writing to the appropriate agency with a copy to the DHR director.

2. A regular employee or a group of regular employees has 30 consecutive calendar days to appeal the reconsideration decision. If the appeal is made through the grievance process, timelines are pursuant to those set forth in Article 11.1. The timeline would begin from the date of the verification of receipt outlined in Section 18.4 above. The regular employee, group of regular employees and the County may only present classifications that are active at the time of the hearing to the arbitrator or the Personnel Board.

3. Failure to submit an appeal within 30 consecutive calendar days shall be considered as acceptance of the reconsideration decision.

1 4. When an employee is no longer in the position for which the employee is
2 seeking reclassification, the Department of Human Resources shall cancel the employee's
3 reclassification request, reconsideration and/or appeal, and the request will be precluded from further
4 processing. However, if the employee was a member of a group reclassification request, the
5 employee is eligible for any compensation the group receives up to the date the employee is no longer
6 in the position and the employee's reclass is cancelled as provided herein.

7 **C. Notification of Reclassifications and Requests.** The Union shall be notified of
8 reclassification requests and/or decisions impacting their bargaining unit, via the monthly report
9 provided by DHR.

10 **Section 18.5. Working-Out-Of-Classification (WOC).** WOC occurs when an employee in
11 a regular position is temporarily assigned the duties of a higher paid classification for less than 30
12 consecutive calendar days. Employees WOC may not be required to perform all the responsibilities
13 of the higher-level classification, and therefore may continue to perform some of the responsibilities
14 of their base position.

15 **A.** WOC assignments must occur in full workday/shift increments. The employee will
16 receive a five percent pay premium for each full workday/shift of WOC. Any overtime earned while
17 WOC will include the 5% premium. Paid leave (e.g. vacation, sick, executive leave, bereavement)
18 while WOC shall be at the rate of the employee's base position (without the five percent pay
19 premium).

20 **B.** If a WOC assignment exceeds 29 consecutive calendar days, the assignment will
21 be converted prospectively to a special duty assignment.

22 **Section 18.6. Special Duty Definitions.**

23 **A. Special Duty Assignment.** When an employee in a regular position is temporarily
24 assigned to an existing classification, and the duties comprise the majority of the work performed for
25 a minimum of 30 consecutive calendar days.

- 26 1. Temporary employees are not eligible for special duty assignments.
27 2. Base Position – The employee's underlying position while on special duty
28 assignment.

- 1 3. Base Union – The Union that represents the employee’s base position.
- 2 4. Acting Union – The Union that represents the special duty position or body
- 3 of work.

4 **Section 18.7. Special Duty Duration.**

5 A. Depending on the type of special duty assignment needed, an assignment may be

6 made for a minimum of 30 consecutive calendar days and a maximum of five years, as outlined in the

7 following circumstances:

8 1. 30 consecutive days to 12 Months – Shall be approved by the director/

9 designee to provide additional staffing:

10 a. Due to work that exceeds either the volume and/or complexity of

11 what is routine and is for a limited duration.

12 b. Due to unforeseen work caused by unique circumstances, which are

13 not expected to reoccur.

14 c. Needed to either develop and/or implement, a new function, system,

15 or proposal.

16 d. To backfill for a vacant regular position.

17 2. Up to Three Years – Shall be approved by the director of DHR/designee:

18 a. To perform a significant or substantial body of work such as a non-

19 routine project or related to the initiation or cessation of a county function, project or department.

20 3. Up to Five Years - Shall be approved by the director of DHR/designee:

21 a. To backfill a regular position, when:

22 1) An employee is absent because of an extended leave of

23 absence for a medical reason;

24 2) An employee is absent because of military service; or

25 3) An employee is absent because of a special duty or other

26 assignment.

27 b. To staff or backfill staff on a clearly defined grant-funded, capital

28 improvement, or information systems technology project.

1 B. FLSA-exempt special duty assignments shall be made in full-workweek
2 increments, from Saturday through Friday.

3 C. An employee's special duty assignment will end when the Department becomes
4 aware that the employee's absence will exceed 30 consecutive calendar days or at the conclusion of a
5 30-day absence, whichever occurs first.

6 **Section 18.8. Special Duty Recruitment.** Special duty assignments shall be posted, and a
7 selection process will be conducted for special duty assignments. Notice shall be provided to the
8 affected work group or Department if appropriate, at least ten days prior to filling the position.

9 A. The Department reserves the right to fill with a working-out-of-class assignment,
10 as provided under Section 18.5, while conducting a selection process.

11 B. If an employee is hired into a regular position and served in a special duty position
12 doing the same or substantially similar work of the regular position within one year of that hire, the
13 employee shall receive credit towards the employee's probationary period for the time served in the
14 special duty position. If the time served in that special duty position was longer than the required
15 probationary period, the employee's probationary period shall be considered served.

16 **Section 18.9. Special Duty Pay.**

17 A. An employee on special duty assignment that has a higher top step rate of pay will
18 be placed at the first step of the special duty classification pay range or be paid a flat five percent
19 above the employee's base rate of pay, whichever is higher.

20 B. If an employee's pay in their base position includes merit over top pay for the
21 employee's special duty assignment is calculated after applying the base merit pay amount and may
22 result in merit-over-top pay while in special duty. Employees on special duty assignment will receive
23 annual performance appraisals in their base position. The performance appraisal must continue to
24 support eligibility to re-earn merit-over-top in their base position in order for merit-over-top pay to
25 continue being included in the special duty pay each year.

26 C. An employee on special duty will continue to advance through the wage steps of
27 their base pay range while on special duty. If the employee is at their top step in the base
28 classification, the employee will advance to the next step of the special duty classification.

D. Special duty pay shall not be considered part of an employee's base pay rate for purposes of pay rate determination for promotion or reclassification, cash-out of vacation, or sick leave, or vacation or sick leave donations. If an employee who served in the special duty assignment is hired into the position, step placement on promotion into a special duty classified position shall be the first step of the position that does not result in a loss of pay the employee was paid when working the special duty position not to exceed Step 10 unless the promoted employee earned merit and continues to be eligible to re-earn merit; however, the appointing authority may place the promoted employee at a higher step when the appointing authority determines this action is warranted based on the criteria set forth in the Personnel Guidelines and King County Code 3.15.130, as amended.

E. If the special duty assignment is FLSA non-exempt, the employee's special duty pay will be used for the computation of overtime and compensatory time.

F. When the special duty assignment is completed, the employee's pay shall revert to the pay rate the employee is eligible to receive under the terms of their base Agreement.

G. Compensation, hours of work, and applicable contractual working conditions shall be consistent with the acting (i.e., special duty) union's collective bargaining agreement from the time the employee is placed in the assignment until the time the employee returns to their base position. Contractual provisions relating to the base position (e.g., reduction in force, and seniority) shall continue to apply during the special duty assignment.

Section 18.10. Paid Leave While on Special Duty. Paid leave taken while on a special duty assignment shall be at the employee's special duty pay rate.

Section 18.11. FLSA Status Change While on Special Duty. Below summarizes how compensatory time and executive leave are handled when there is an FLSA status change between the employee's base position and the special duty assignment:

FLSA Change	FLSA Non-Exempt Base Position to FLSA Exempt Special Duty	FLSA Exempt Base Position to FLSA Non-Exempt Special Duty
Compensatory Leave	Accrued compensatory leave cannot be used when in a FLSA exempt special duty. Any accrued compensatory time will be cashed	The employee is eligible to earn compensatory time in lieu of overtime pay while in the FLSA non-exempt special duty assignment pursuant to the terms of

	out prior to starting a special duty assignment that is FLSA exempt.	the Agreement covering the special duty position. Prior to ending the FLSA non-exempt special duty assignment, the employee must be paid for any unused compensatory time before returning to the FLSA exempt base position. Payment for the compensatory time will be paid using the special duty pay rate.
Executive Leave	Employees are eligible for executive leave while in a FLSA exempt special duty assignment expected to last at least six months. The executive leave award is in accordance with the terms of the Special Duty Agreement or Policy. The employee must use the executive leave by the end of the year it is awarded and before returning to the non-exempt base position. Executive leave cannot be cashed out or carried over to the next calendar year.	The employee must use accrued executive leave while in the special duty assignment and by December 31 of the year in which it is awarded. Executive leave cannot be cashed out or carried over the next calendar year.

Section 18.12. Seniority Accrual While on Special Duty. An employee on special duty will continue to accrue seniority in their base classification.

ARTICLE 19: TERM-LIMITED TEMPORARY EMPLOYEES AND CONTRACTING OUT

Section 19.1. Term-Limited Employees. TLT employees shall be eligible for all of the rights, benefits, and responsibilities enumerated in this collective bargaining agreement, with the following exclusions. TLTs will not become career service employees following a probationary period. The employment of TLT employees is on an at-will basis. All terms and conditions of employment not addressed in this Agreement are covered by the King County Code and Personnel Guidelines. TLT employees will not be used to supplant regular full-time equivalent (FTE) or career service positions.

Section 19.2. Contracting Out. The County shall not contract out work which the members of the Union have historically performed unless it is required by law or is a business necessity due to an emergency or to augment the workforce on a short-term, temporary basis. Except for an emergency, the County shall provide notice to the Union of its intent to contract out and, upon request, bargain the decision and/or effects of that decision. Except as provided herein, under no circumstance shall the County agree to any long-term or permanent contracting out of bargaining unit work. Nothing in this provision shall limit what the County has historically contracted out, and no jobs will be eliminated due to contracting out.

ARTICLE 20: DURATION

This Agreement and each of its provisions shall be in full force and effect, applied prospectively, following full and final ratification by each of the parties, unless a different effective date is specified for the provision. This Agreement covers the period of January 1, 2025, through December 31, 2026.

APPROVED this _____ day of _____, 2025.

By: _____

King County Executive

For Professional and Technical Employees, Local 17:



Karen Estevenin
Executive Director



Regan McBride
Union Representative

1 cba Code: 047

Union Code: C2

2 Addendum A

3 Transit Administrative Support Employees Bargaining Unit, Metro Transit Department
4 Wages

5 Job Class 6 Code	PeopleSoft Job Code	Classification Title	Range
7 4201600	421601	Transit Administrative Support Specialist I	37
8 4201700	421701	Transit Administrative Support Specialist II	41
9 4201800	421801	Transit Administrative Support Specialist III	45
10 2151100	207110	Payroll Specialist	44
11 2281000	228200	Transit Warranty Claims Analyst	48
12 4101100	411107	Fiscal Specialist I	34
13 4101200	411207	Fiscal Specialist II	40
14 4101300	411314	Fiscal Specialist III	44
15 4322100	435101	Transit Customer Service Specialist	42

16 All job classifications in Addendum A are paid on the King County "Squared" Pay Schedule.

17 Employees move through the steps in the King County "Squared" pay ranges pursuant to Article
18 5.1.D. Wage tables are available upon request to Transit Human Resources or the Department of
19 Human Resources.

Addendum B
Cross-Jurisdictional Special Duty Assignments

1 **1. King County Notification:** The County will provide the union with a monthly list of all
2 cross-jurisdictional SD assignments approved for a duration of greater than six months.

3 **2. Pay Progression in SD Assignments:** Step progression is governed by the terms of the
4 base union's collective bargaining agreement (CBA), Coalition Labor Agreement (CLA), or
5 personnel policies if the assignment is in a non-represented position, as appropriate. Although
6 current practice regarding pay progression in special duty assignments is not changed by this
7 Agreement.
8

9 **3. Payment of Union Dues:**

10 **a. For assignments limited in duration to six months or less,** the employee shall
11 continue to be represented by the base union and continue to pay dues to the union representing the
12 employee's base classification.

13 **b. For assignments greater than six months in duration,** the employee will
14 temporarily cease paying dues to the base union and will pay dues to the union representing the
15 assignment (special duty union). Dues payment shall be consistent with this Agreement, from the
16 time the employee is placed in the assignment until the employee returns to their regular assignment.
17 In this circumstance, the employee will not pay dues to the base union during the assignment, unless
18 the employee chooses to pay dues to both unions. The participating unions shall waive initiation
19 fees. If the assignment is initially approved for six months or less, but is extended beyond six months,
the employee will begin paying dues to the special duty union once the assignment extends beyond
six months.

20 **c. For assignments wherein a non-represented employee is assigned to a position**
21 **that is represented,** the same rules as in a and b will apply.

22 **d. For assignments wherein a represented employee is assigned to a position that is**
23 **not represented,** the employee will continue to pay dues to and be represented by the base union as
24 provided under the following sections.

25 **4. Standing and Seniority:** Members will remain "in good standing" consistent with the
26 Local Union Bylaws when dues payments are waived by the base union due to an assignment which
27 exceeds six months. Employees' seniority rights and standing with their base unions will be
28 governed by the relevant base union's CBA.

1 **5. Duty of Representation:** The union agrees that, should a representational need arise
2 during the assignment, all representational obligations will lie with the union to which the member is
3 working in an assignment; except, the base union will continue to be responsible for representation in
4 the areas of seniority, layoff and bumping, and discipline. In cases where a represented employee is
5 assigned to an assignment in a position that is not represented, the employee will continue to be
6 represented by the base union in the areas of seniority, layoff and bumping, and discipline. The
7 union that represents the assignment will represent the employee in all other areas including, but not
8 limited to, wages and working conditions. An employee working in a non-represented assignment
9 will be governed by the personnel policies.

10 **6. Grievance:** Cross-jurisdictional union issues are not grievable under either the base
11 union's or the special duty union's CBA. If there is a dispute between the unions or between the
12 employee and union(s) about dues, the unions will work to resolve the dispute and will involve the
13 King County Alternative Dispute Resolution (ADR) Program or the Public Employment Relations
14 Commission (PERC), as necessary.

15 **7. Union Pension Trusts:**

16 **A.** When an employee who is covered by a pension plan is assigned to a special duty
17 assignment outside of the bargaining unit, their wage reductions/contributions to the pension shall
18 cease. The exception shall be when an employee is assigned to work in a bargaining unit that also
19 provides for a pension plan, in which case the employee will pay into the pension at the negotiated
20 rate for that bargaining unit. The employee's wage reductions/contributions to the pension shall
21 resume when the employee is restored to their position within the bargaining unit.

22 **B.** When an employee who is not covered by a pension plan is assigned to a special duty
23 assignment in a bargaining unit that is covered by pension benefits, the employee shall not be eligible
24 for trust contributions. If the employee eventually hires into the special duty job as a regular
25 employee, they shall be eligible for pension benefits on a prospective basis.

26 **C.** The pension trust contributions of an employee assigned to a special duty assignment,
27 whose base assignment or special duty assignment is eligible for Western Conference of Teamsters
28 Local 117 pension trust participation under the applicable CBA, will be governed by the terms of the
applicable Memorandum of Agreement (000U0110_Local 117) between King County and Teamsters
Local 117 that outlines the requirements for pension trust employee payments/participation for the
bargaining unit.



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion

Proposed No. 2025-0037.1

Sponsors Barón

1 A MOTION acknowledging receipt of a report on adult and
2 juvenile sex offense cases in compliance with the 2023-
3 2024 Biennial Budget Ordinance, 19546, Section 31, as
4 amended by Ordinance 19791, Section 9, Proviso P2.

5 WHEREAS, the 2023-2024 Biennial Budget Ordinance, 19546, Section 31, as
6 amended by Ordinance 19791, Section 9, appropriated moneys to the prosecuting
7 attorney fund and Proviso P2, requiring the prosecuting attorney to transmit a report on
8 adult and juvenile sex offense cases and a motion that should acknowledge receipt of the
9 report by November 1, 2024;

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

11 Receipt of the prosecuting attorney's office proviso response, Attachment A to

- 12 this motion, in response to the 2023-2024 Biennial Budget Ordinance, 19546, Section 31,
13 as amended by Ordinance 19791, Section 9, Proviso P2, is hereby acknowledged.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Girmay Zahilay, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: A. The Prosecuting Attorney's Office Proviso Response Ordinance 19791

KING COUNTY PROSECUTING ATTORNEY'S OFFICE



LEESA MANION (she/her)
PROSECUTING ATTORNEY

JUSTICE
COMPASSION
PROFESSIONALISM
INTEGRITY
LEADERSHIP

November 18, 2024

The Prosecuting Attorney's Office Proviso Response Ordinance 19791

Background:

This report is in response to Ordinance 19791, which set forth the following:

198 Of this appropriation, \$100,000 shall not be expended or encumbered until the
199 prosecuting attorney transmits a report on adult and juvenile sex offense cases and a
200 motion that should acknowledge receipt of the report and a motion acknowledging receipt
201 of the report is passed by the council. The motion should reference the subject matter,
202 the proviso's ordinance number, ordinance section, and proviso number in both the title
203 and body of the motion.

204 The report shall include, but not be limited to the following:

205 A.1. The total number of referred sex offenses and, of the total number of
206 referred sex offenses, the number that were pled down to a non-sex offense;

207 2. The total number of referred felony sex offenses and, of the total number of
208 referred felony sex offenses, the number that were pled down to a lesser felony;

209 3. The total number of referred felony sex offenses and, of the total number of
210 referred felony sex offenses, the number that were pled down to a misdemeanor sex
211 offense;

212 4. The total number of referred felony sex offenses and, of the total number of
213 referred felony sex offenses, the number that were pled down to a misdemeanor non-sex
214 offense; and

215 5. The total number of referred sex offenses cases that were pled down and, of
216 the total number of referred sex offense cases that were pled down, the number that were
217 referred to a diversion program and which diversion programs they were referred to.

218 B. The data requested in subsection A. of this proviso shall include adult sex
219 offense cases and juvenile sex offense cases; however, they shall be reported on
220 separately and not combined.

C. The report shall 221 cover the period from January 1, 2019, through December 31,
222 2023. The data requested in subsection A. of this proviso shall be provided for each year
223 of the reporting period.

224 The prosecuting attorney should electronically file the report and motion required
225 by this proviso no later than November 1, 2024, with the clerk of the council, who shall
226 retain an electronic copy and provide an electronic copy to all councilmembers, the
227 council chief of staff, and the lead staff for the law and justice committee, or its
228 successor.

PAO Response:

A. Context

The Special Assault Unit (SAU) of the King County Prosecuting Attorney's Office (PAO) handles most sexual assault related and child abuse cases in King County. Some sexual assault cases, that occur between intimate partners, are handled by the Domestic Violence Unit. Generally, the PAO has reported out cases via its public dashboard under the umbrella category of "Sexual Assault and Child Abuse" or for Juvenile Court cases "Sex Offenses". This work is generally reported out as cases referred to the PAO by law enforcement and work done by the KCPAO in the specified time period.

The King County Council's proviso request required a different form of analysis that took substantial work to pull together. The data included in this report tracks cases by year of referral to their ultimate outcome. So, every date listed corresponds to the date the cases were referred to the KCPAO.

As with any data, it is always important to put numbers in context. In 2020, the King County Auditor performed a thorough audit of sexual assault investigations including but not limited to many of the data points below as well as case specific reviews and numerous interviews with system and community partners.¹

Among other things, the auditor found King County data results fall within the wide range of national estimates for rape prosecution and conviction rates. The audit also noted a rise in sexual assault reports to police. While not every report constitutes a chargeable crime, the auditors opined that per recent studies, cultural changes including the "Me Too" movement, encouraged more victims to come forward globally. Some of this is reflected in the rise in statutory referrals (cases where law enforcement are required to submit the case by law even though they do not believe charges should be filed) described below. In the years following the report, the PAO has provided annual updates to recommendations the auditor made to improve sexual assault investigations.

The standard PAO offense categories were narrowed down to attempt to limit the report to what might generally be considered "sexual assault" or "sex offense" cases in the common understanding. The data in this report includes cases that are defined by RCW 9.94A.030 as sex offenses, and crimes like Assault in the Fourth Degree with Sexual Motivation or Voyeurism in the Second Degree, which are considered sexual assaults, but do not meet the legal definition of

¹ <https://kingcounty.gov/en/legacy/depts/auditor/auditor-reports/all-landing-pgs/2020/sai-2020>

“sex offense.” Where the term “sex offense” is used, that refers to crimes identified by RCW 9.94A.030.

B. Filing Decisions

Sexual assault cases, like other cases, are referred to the PAO when law enforcement formally submits a case to the PAO for review. The PAO and the other Prosecuting Attorney’s Offices in Washington State are not investigative agencies; prosecutors review investigations done by law enforcement (typically police) to determine if there is sufficient legally admissible evidence to support the charges as outlined in state law. The PAO also determines whether the case meets our office’s Filing and Disposition Standards in light of the evidence presented.

Law enforcement typically submits a case to the PAO for review under one of the following circumstances: (1) they believe charges should be filed, (2) they would like legal review of an investigation but are not recommending charges, or, (3) when they are required by law to submit the case even though they do not believe charges should be filed (these are often referred to as “Statutory Referrals”).

The below table shows how many “sexual assault” cases were referred to the PAO from law enforcement per year:

	2019	2020	2021	2022	2023	Total
Adult Superior Court	1093	1039	894	942	1099	5067
Juvenile Court	233	168	165	221	214	1001
Total	1326	1207	1059	1163	1314	6069

Adult Superior Court referrals are those with adult suspects and, if it is appropriate to file charges, cases would be filed in King County Superior Court. Juvenile Court cases are those with juvenile suspects.

Each referral undergoes **review** by Deputy Prosecuting Attorneys (DPAs) and can have one of several outcomes. It takes time for the PAO to conduct an individual review and to determine the appropriate course of action in each individual matter. The amount of time it takes to conduct this review varies depending on the complexity of case, the amount of evidence presented, whether follow up investigation is required, and other factors. Many sexual assault referrals contain voluminous amounts of information – hours of video and hundreds of pages of documents – which, accordingly, involves significant time for review and follow up with police investigators. As a result, a case may not have a filing decision in the same year that it is referred. Adult cases are listed as having one of the following outcomes or case statuses: Declined, Statutory Referral Only (SRO), Filed, Merged into another case, or Under Review.

A case is “**Declined**” when the PAO determines that it will not or cannot file charges. Cases are declined when there is insufficient admissible evidence to prove a felony crime beyond a reasonable doubt, or when the case does not meet our office’s [Filing and Disposition Standards](#). In these instances, the PAO sends a notice of the decline and an explanation for its decision to the investigating law enforcement agency. The PAO also notifies the victim—typically through

both a letter and through the victim's advocate. DPAs also make themselves available to answer any questions a victim may have about the PAO's decision to decline a charge. DPAs also make themselves available for questions from the investigating detective/agency. A more detailed discussion of the different reasons that a case may be declined can be found on the [PAO's public dashboard and its associated glossary](#).

"**Statutory referral only**" or "SRO" is in reference to RCW 26.44.030, which requires law enforcement to submit certain cases to prosecutors regardless of whether they believe charges should or can be filed.

Statutory referrals frequently involve alleged harm to children or vulnerable adults. Statutory referrals require law enforcement to make a referral regardless of whether they believe there is insufficient evidence that a crime has been committed. When submitting the case for review, law enforcement chooses to submit it as an SRO, rather than naming a potential crime.

SROs receive the same level of scrutiny by the PAO as other referrals because prosecutors may disagree with a law enforcement officer's assessment that a case is an SRO. In these situations, a DPA may ask for follow-up investigation or may file the case based on information originally submitted by law enforcement.

Law enforcement can also label some referrals as SROs when the referral does not meet the statutory definition of SRO. Law enforcement may do this because they do not believe that charges should be filed but *do* want a prosecutor's review. These SROs may include sexual assaults that do not meet the statutory definition of an SRO, may include behavior that is not sexual in nature (such as alleged physical abuse of a child or vulnerable adult), may include some non-SAU cases where law enforcement simply wanted a referral reviewed, and may include some referrals that are incorrectly labeled as SRO.

Including statutory referral numbers in the calculation of our charging rate of sexual assault cases is misleading because it can appear as if the PAO is declining an unusually high number of sexual assault cases. As the 2020 King County audit showed, the PAO's case numbers are in line with other Prosecuting Attorney's Office in other jurisdictions.

A case is only counted as a "Statutory Referral only" if/when the PAO has finished its review of the case and determined that the PAO agree with law enforcement that charges should not be filed.

A case is **filed** when the PAO formally files paperwork with the Court alleging that one or more persons (typically referred to as the "defendant" or "defendants" in adult cases or the "respondent" in Juvenile Court cases) committed a crime or crimes and a judge finds that there is probable cause to believe a crime was committed.

Law enforcement conducts all investigations and can make initial arrest decisions; however, no charge/case can be filed without prosecutor review and approval. The PAO independently reviews law enforcement investigations and determines the appropriate course of action. There is a common misconception that victims "press charges." This is not the case. Victims play an important role in providing input on how they may like a case to progress, and in many cases, a victim's testimony may be necessary to prove charges beyond a reasonable doubt. However, it is

the PAO's legal and ethical duty/obligation to determine whether charges should be filed based on admissible evidence and in accordance with the office's Filing and Disposition Standards (which are published on the PAO's website).

A case can be "**merged into another case**" in certain instances where a defendant has two or more closely related cases and it is legally appropriate to combine them. When this occurs, one case will have another filing decision outcome (filed, declined, or SRO) and the other(s) will be listed as having been merged into another case.

Some of the cases that are listed as "**under review**" are awaiting additional investigation from law enforcement before a filing decision can be made. Declined cases can be reopened if new evidence is presented. This frequently happens after law enforcement has completed necessary and/or additional investigation. It can also happen if a victim or investigator requests the PAO to reconsider its decision to decline and changes surrounding the investigation change (for instance, when a victim who had initially not wanted the PAO to file charges later changes their mind). In these situations, the case returns to "under review" status and the referral date will be the original referral date, not the date the case was reopened.

The below table shows the filing decision outcome for sexual assault referrals involving adult suspects by the year that the case was referred.

Adult Referral Outcome:	2019	2020	2021	2022	2023	Total
Declined	418	417	314	309	341	1799
Filed	405	370	347	305	284	1711
Statutory Referral Only (SRO) - never intended for prosecution	268	248	228	318	430	1492
Merged into another case	2	4	3	5	19	33
Under Review			2	5	25	32
Total	1093	1039	894	942	1099	5067

Referrals involving juvenile suspects have a different set of procedural rules and legal requirements. As a result, juvenile referrals have different outcome types. For example, there are different reasons (that do not apply to adult suspects) as to why a case might be declined for prosecution. For example, when a suspect is under twelve (12) years-old charges, generally, cannot be legally brought (see RCW 9A.04.050) in accordance with state law.

Additionally, there are cases where the PAO is statutorily required to divert a case away from formal prosecution: This includes circumstance when the allegations involve misdemeanor level conduct and the referral is the juvenile's first legal referral. These cases are listed as "Legally required misdemeanor diversion." In this type of diversion, the juvenile suspect is referred to Superior Court probation, where they are required to engage in treatment or other programing. There is no statutory authority to divert a felony sex offense, and the PAO does not, under any circumstance, divert felony sex offenses involving juvenile suspects.

Juvenile Referral Outcome:	2019	2020	2021	2022	2023	Total
Declined	81	40	39	51	69	280

Statutory Referral Only (SRO) - never intended for prosecution	58	71	73	115	92	409
Filed	88	51	49	47	42	277
Legally required misdemeanor diversion	*	*	*	*	10	*
Under Review	*	*	*	*	*	*
Total	233	168	165	221	214	1001

*Juvenile Data, particularly for cases not filed with the court, is particularly sensitive and protected by statute (RCW 13.50.050). Accordingly, and in compliance with the [Washington State Department of Health guidelines for small numbers on sensitive data](#), any values less than 10 (including 0) **and any values that would necessarily reveal what a value less than ten would be** have been redacted and replaced with a “*”.

C. File Case Dispositions

Once a case is **filed**, it can take a substantial period of time to resolve (reach a disposition). A disposition is the final result in a case.

The time to resolution can vary greatly among individual cases, depending on the complexity of the case and many other factors. A case is only counted as being resolved/disposed once (even when there are multiple charges in a single case). Resolutions/dispositions are categorized by the most consequential or impactful disposition in the case. For example, if a defendant is charged with two different crimes in one case and pleads guilty to one crime and has the other dismissed, the case would count as one plea (not one plea and one dismissal).

Each victim is entitled to work with an advocate and almost all SAU victims work with a community or system-based advocate. Advocates are the primary points of contact for victims throughout the court process/course of their case.

Consistent with the Victim Bill of Rights, DPAs work with victim advocates to keep victims updated about proceedings and to seek victim input on any potential case disposition or outcome.

Below are potential case outcomes in the order used to determine how a case disposition is counted:

- **Trial** - There are two types of trials: **jury trials** and **bench trials**. Jury trials are far more common. In a jury trial, a jury of 12 lay persons from the community decides whether a defendant is guilty or not guilty of the crimes charged. A jury makes an individual decision on each charged crime. If a defendant is charged with multiple crimes, a jury could find the defendant guilty of some crimes and not guilty of others. The jury's decision must be unanimous to convict; if the jury cannot reach a unanimous decision on one or more crimes, the case is not disposed and will need to be resolved in another way (an additional trial, plea, or dismissal).

Bench trials are far less common and can only occur if the defendant requests a bench trial and specifically waives their constitutional right to a jury trial. In a bench trial, the judge acts as the

jury, in addition to being the judge. All Juvenile Court trials are “bench trials.”

- **We do not report the outcomes of trials.** Any case that is resolved by a trial is counted as a trial, regardless of whether the verdict was guilty, not guilty, or a mix. The PAO does this because we do not want to unduly characterize or incentive convictions or long prison sentences as “wins.” DPAs are directed and encouraged to pursue the just result in an ethical manner, rather than simply seek convictions.
- **Plea** – In a plea, the defendant or respondent pleads guilty to one or more crimes. This is also typically referred to as a “plea agreement” because the defendant or respondent and the PAO usually come to an agreement on the details of the plea. This can involve a plea agreement to a less serious crime than the defendant or respondent was originally charged with or may also involve having some charges dismissed. Plea agreements can also involve the defendant pleading guilty to the crime(s) they were originally charged with. A plea is not always a reduced charge.

A plea cannot be entered unless a Judge finds the defendant or respondent has made a knowing, intelligent, and voluntary decision to do so. Victims often support resolution by plea because it provides for a certain outcome compared to what can be perceived as the relatively uncertain outcome of a trial.

In situations when the PAO resolves a case in a manner that is contrary to a victim’s wishes, the PAO makes those decisions based on concerns about our ability to prove the charge(s) beyond a reasonable doubt based upon on all available *and* admissible evidence. DPAs make themselves available to both victims and law enforcement to answer questions about resolutions. DPAs do this to hear feedback and concerns and to answer questions about the PAO’s decisions.

- **Dismissal** - A case may be dismissed upon a motion by the PAO, defense, or the court. The dismissal of a case or crimes means that the defendant is no longer charged with the crime; in other words, the legal case is ended.

Some cases are dismissed in order to be referred to, or upon completion of, an alternative program such as Mental Health Court, Drug Court, or Veteran's Court, but that does not mean the case goes away. In these types of circumstances, the case is handled in the alternative, therapeutic courts. If an individual does not complete the alternative, therapeutic court requirements and conditions, the Superior Court felony case can resume.

Sometimes, there are other nuances with dismissed cases. For example:

- It is not uncommon for defendants have multiple criminal cases pending at the same time. In this type of situation, a case may resolve with the defendant pleading guilty to some of the cases in exchange for the dismissal of some charges. For example, if a defendant pleaded guilty to two cases in exchange for the dismissal of a third, those three cases would each be counted separately, two as pleas and one as a dismissal.
- Cases are sometimes dismissed when the Court finds that an individual is incompetent to stand trial (after an evaluation by the Washington State Department of Social and Health Service). These types of dismissals can come with an order for the defendant to be sent to Western State Hospital for civil commitment (mandatory treatment). If the defendant's competency is restored, the PAO may refile the criminal case.
- The PAO may also dismiss a case if new information comes to light that causes the PAO to conclude that the defendant did not commit the charged offense, that the case can no longer be proven beyond a reasonable doubt, or that the interests of justice no longer warrant prosecution.
- Judges can also make legal rulings that result in dismissing of the case.

Cases that are not yet resolved are listed as “**Open**”. Cases may be open because the defendant failed to appear for court for a substantial period (a criminal case generally cannot proceed without the defendant's presence) or other complications may have prevented a disposition.

The tables below show case dispositions based on the year of law enforcement referral (not the year of the disposition). Cases are often referred in one year, but resolved in another. Therefore, this table should not be used to analyze the number of pleas, dismissals or trials in any given calendar year.

Status of Filed Adult Cases by the Year the Case was Referred to the KCPAO						
	2019	2020	2021	2022	2023	Total
Plea	272	226	198	161	85	942
Open	35	48	71	94	170	418
Dismissal	60	59	61	42	27	249
Trial	38	37	17	8	2	102
Total	405	370	347	305	284	1711

In addition to the categories listed above, Juvenile Court cases can also be resolved/disposed through a “Deferred Disposition” or the completion of a post-filing diversion (“Post-Filing Diversion Completed”).

A **Deferred Disposition** is a juvenile disposition outcome that is set forth in statute (see RCW 13.40.127) and where a guilty finding is entered and the imposition of sentence is deferred for a some period of supervision. If the juvenile successfully completes the conditions of supervision, then the court may dismiss the guilty finding.

Post-Filing Diversion Completed are resolutions where charges have been initially filed into juvenile court, but where the parties agree to resolve the case as a diversion rather than as a

formal, legal adjudication. These types of resolutions usually involve cases that would otherwise be eligible for diversion at the time of charging, but the PAO exercised its discretion to formally file charges (as opposed to diverting charges up front) in order to have more control over the intervention/outcome.

Status of Filed Juvenile Cases by the Year the Case was Referred to the KCPAO						
	2019	2020	2021	2022	2023	Total
Deferred Disposition	35	18	16	*	*	79
Dismissal	19	*	*	*	*	45
Open	*	*	*	*	27	29
Plea	26	18	20	25	*	*
Post-Filing Diversion Completed	*	*	*	*	*	*
Trial	*	*	*	*	*	15
Total	88	51	49	47	42	277

Juvenile Data, including that for filed cases that do not result in a conviction or are sealed or vacated, is particularly sensitive and protected by statute (RCW 13.50.050). Accordingly, and in compliance with the [Washington State Department of Health guidelines for small numbers on sensitive data](#), any values less than 10 (including 0) and any values that would necessarily reveal what a value less than ten would be have been redacted and replaced with a “”.

D. Detail on Plea Dispositions

When a defendant or respondent enters a plea of guilty, they can do so to the charge(s) they were originally charged with, a greater charge, or a lesser charge.

The data listed below shows cases that were resolved by a plea, displayed by the most serious class of offense that was originally filed (labeled Original File Class) and the most serious class of offense that was pleaded (guilty) to (labeled Plea Disposition Class). The classes involved are A, B, C, and M (in order of severity) which are defined as:

- **A** refers to class A felonies. Class A felonies are the most serious alleged offenses and can include sex offenses and non-sex offenses. Some common sex offense Class A felonies include Rape in the First Degree, Indecent Liberties (with force), Rape of a Child in the First or Second Degree, and Child Molestation in the First Degree. A conviction of a class A felony could result in a sentence of life imprisonment, a fine of up to \$50,000, or both.
- **B** refers to class B felonies, which are less serious, but still very serious offenses. Class B felonies include sex offenses and non-sex offenses. Some common Class B felonies include Rape in the Second Degree, Indecent Liberties (without force), and Child Molestation in the Third Degree. A conviction of a Class B felony can result in imprisonment of up to ten years and/or a \$20,000 fine.
- **C** refers to class C felonies, which can include sex offenses and non-sex offense. Some common sex offense Class C felonies include Rape in the Third Degree, Rape of a Child in the Third Degree, and Child Molestation in the Third Degree. A conviction of a Class C felony could result in up to five years in prison and a \$10,000 fine.

- **M** refers to gross misdemeanors and misdemeanors, which can include sex offenses and non-sex offenses. Gross misdemeanors carry a maximum sentence of 364 days in jail and/or a \$5,000 fine. Misdemeanors carry a maximum sentence of 90 days in jail and/or a \$1,000 fine. Some common SAU gross misdemeanor crimes are Communicating with a Minor for Immoral Purposes, Assault in the Fourth Degree with Sexual Motivation, and Sexual Misconduct with a Minor in the Second Degree.
- **SA** refers to sex offenses that require sex offender registration upon conviction. RCW 9.94A.030(47) defines crimes that qualify as sex offenses.

The PAO has attempted to calculate how many cases resulted in a plea to a “sexual assault” offense (SA at Disposition) and how many cases did not involve a plea to a “sexual assault” offense (NOT SA at Disposition).

Some of the cases in the “NOT SA” column were resolved with charges that reflect the sexual nature of the crime, even though they do not qualify as sex offenses. For example, a defendant may plead guilty to Assault in the Second Degree (a class B felony “strike” offense) with the admission that the defendant assaulted the victim with the intent to commit the crime of rape. In this example, a disposition would be counted in the “NOT SA” column.

Adult Plea Dispositions:					
Original Filed Class	Plea Disposition Class	Cases	Defendants	SA at Disposition	NOT SA at Disposition
A	A	71	71	67	4
A	B	135	135	95	40
A	C	145	144	87	58
A	M	98	98	73	25
B	A	1	1	1	
B	B	47	47	33	14
B	C	106	105	84	22
B	M	69	69	48	21
C	B	5	5	3	2
C	C	111	98	93	18
C	M	120	119	92	28
M	C	4	4	3	1
M	M	30	30	26	4

Adult Plea Disposition Breakdown by Year of Referral:

Original Plea	2019	2020	2021	2022	2023	Total
A	127	125	88	71	38	449
A	24	13	19	11	4	71
B	40	46	22	19	8	135
C	33	41	31	24	16	145
M	30	25	16	17	10	98
B	68	43	51	41	20	223
A			1			1
B	12	10	10	8	7	47
C	35	21	22	20	8	106
M	21	12	18	13	5	69
C	61	49	57	45	24	236
B	2	2	1			5
C	32	19	23	20	17	111
M	27	28	33	25	7	120
M	16	9	2	4	3	34
C	1	1		2		4
M	15	8	2	2	3	30
Total	272	226	198	161	85	942

Juvenile Data, including for filed cases that do not result in a conviction or are sealed or vacated, is particularly sensitive and protected by statute (RCW 13.50.050). Accordingly, and in compliance with the Washington State Department of Health guidelines for small numbers on sensitive data, any values less than 10 (including 0) have been redacted and replaced with a “*” along with any values that would necessarily reveal what a value less than ten would be.

However, the number of juvenile plea dispositions where the resulting charge was not classified as a “sexual assault” was so small that all of that information had to be redacted from the report. So, the columns for that listed the number of case that were a sexual assault charge at disposition are not included for juveniles.

Juvenile Plea Dispositions:

Original Filed Class	Plea Disposition Class	Cases	Respondents
A	A	14	14
A	B	*	*
A	C	19	19
A	M	30	30
B	B	*	*
B	C	*	*
B	M	*	*
C	C	*	*
C	M	13	13
M	M	*	*

*Juvenile Data, including that for filed cases that do not result in a conviction or are sealed or vacated, is particularly sensitive and protected by statute (RCW 13.50.050). Accordingly, and in compliance with the [Washington State Department of Health guidelines for small numbers on sensitive data](#), any values less than 10 (including 0) **and any values that would necessarily reveal what a value less than ten would be** have been redacted and replaced with a “*”.

Juvenile Plea Disposition Breakdown by Year of Referral:						
Original Plea	2019	2020	2021	2022	2023	Total
A	23	12	13	13	*	*
A	*	*	*	*	*	14
B	*	*	*	*	*	*
C	*	*	*	*	*	19
M	10	*	*	*	*	30
B	*	*	*	*	*	*
B	*	*	*	*	*	*
C	*	*	*	*	*	*
M	*	*	*	*	*	*
C	*	*	*	*	*	19
C	*	*	*	*	*	*
M	*	*	*	*	*	13
M	*	*	*	*	*	*
M	*	*	*	*	*	*
Total	26	18	20	25	*	*

*Juvenile Data, including that for filed cases that do not result in a conviction or are sealed or vacated, is particularly sensitive and protected by statute (RCW 13.50.050). Accordingly, and in compliance with the [Washington State Department of Health guidelines for small numbers on sensitive data](#), any values less than 10 (including 0) **and any values that would necessarily reveal what a value less than ten would be** have been redacted and replaced with a “*”.



King County

Metropolitan King County Council Law and Justice Committee

STAFF REPORT

Agenda Item:	6	Name:	Melissa Bailey
Proposed No.:	2025-0037	Date:	June 4, 2025

SUBJECT

Proposed Motion 2025-0037 would acknowledge receipt of a report from the Prosecuting Attorney's Office on adult and juvenile sex offense cases in response to the 2023-2024 Adopted Biennial Budget (Ordinance 19546, Section 31, as amended by Ordinance 19791, Section 9, Proviso P2).

SUMMARY

The 2023-2024 Biennial Budget, as amended, included a proviso that withheld \$100,000 in appropriation authority from the budget for the King County Prosecuting Attorney's Office (PAO or KCPAO). The proviso required the PAO to submit a report on adult and juvenile sex offense cases (specifically data on referred cases that were pled down to a lesser charge) and a motion that should acknowledge receipt of the report by November 1, 2024.

The PAO transmitted the report and motion to the Council Clerk on January 21, 2025. Council passage of the proposed motion would acknowledge receipt of the report. It would have no budgetary impact as the 2023-2024 biennial budget cycle has elapsed. The report appears to be responsive to the proviso. It provides the number of sex offense cases referred to the PAO for each year requested and data on the cases resolved through a plea agreement. The report also describes the steps that happen between a case being referred to the PAO and ultimately being disposed (resolved) as well as data associated with each step and disposition type.

BACKGROUND

Proviso Requirement. The 2023-2024 Biennial Budget was amended to include a proviso¹ that withheld \$100,000 in appropriation authority from the budget for the King County Prosecuting Attorney's Office:

¹ Ordinance 19546, Section 31, as amended by Ordinance 19791, Section 9, Proviso P2

“Of this appropriation, \$100,000 shall not be expended or encumbered until the prosecuting attorney transmits a report on adult and juvenile sex offense cases and a motion that should acknowledge receipt of the report and a motion acknowledging receipt of the report is passed by the council. The motion should reference the subject matter, the proviso's ordinance number, ordinance section, and proviso number in both the title and body of the motion.

The report shall include, but not be limited to the following:

A.1. The total number of referred sex offenses and, of the total number of referred sex offenses, the number that were pled down to a non-sex offense;

2. The total number of referred felony sex offenses and, of the total number of referred felony sex offenses, the number that were pled down to a lesser felony;

3. The total number of referred felony sex offenses and, of the total number of referred felony sex offenses, the number that were pled down to a misdemeanor sex offense;

4. The total number of referred felony sex offenses and, of the total number of referred felony sex offenses, the number that were pled down to a misdemeanor non-sex offense; and

5. The total number of referred sex offense cases that were pled down and, of the total number of referred sex offense cases that were pled down, the number that were referred to a diversion program and which diversion programs they were referred to.

B. The data requested in subsection A. of this proviso shall include adult sex offense cases and juvenile sex offense cases; however, they shall be reported on separately and not combined.

C. The report shall cover the period from January 1, 2019, through December 31, 2023. The data requested in subsection A. of this proviso shall be provided for each year of the reporting period.

The prosecuting attorney should electronically file the report and motion required by this proviso no later than November 1, 2024, with the clerk of the council, who shall retain an electronic copy and provide an electronic copy to all councilmembers, the council chief of staff, and the lead staff for the law and justice committee, or its successor.”

ANALYSIS

On January 21, 2025, the PAO officially transmitted a report to the Council Clerk in response to the proviso along with a proposed motion that would acknowledge receipt of the report. This transmittal occurred after the November 1, 2024, due date and after the 2023-2024 biennial cycle concluded. According to the PAO, the report was originally emailed directly to Councilmembers on November 18, 2024 (which is why the

transmitted report is dated November 18, 2024). Council passage of the proposed motion would acknowledge receipt of the report. It would have no budgetary impact as the 2023-2024 biennial budget cycle has elapsed.²

Data Context. The proviso report includes background information and context regarding the data provided by the PAO.

Dashboard Data. The PAO reports out cases via its public dashboard³ using the umbrella category of “Sexual Assault and Child Abuse” or, for Juvenile Court cases, “Sex Offenses”. This work is generally reported out as “cases referred to the PAO by law enforcement” and “work done by the KCPAO” in a specified time period. Per the report, the Council’s proviso required a different form of analysis. The data included in the report tracks “cases by year of referral to their ultimate outcome” – so every date listed corresponds to the date the case was referred to the PAO.

Sex Offense Cases. The data in the proviso report includes cases that are defined by RCW 9.94A.030 as sex offenses, and crimes like Assault in the Fourth Degree with Sexual Motivation or Voyeurism in the Second Degree, which are considered sexual assaults, but do not meet the legal definition of sex offense. Where the term “sex offense” is used, that refers to crimes identified by RCW 9.94A.030.

Law Enforcement Referrals. The report notes that the PAO (and other prosecuting attorney offices in Washington state) are not investigative agencies. Instead, sexual assault cases are investigated by law enforcement who then formally submit cases to the PAO for review. According to the report, law enforcement typically submits a case to the PAO under one of the following circumstances:

1. They believe charges should be filed;
2. They would like legal review of an investigation but are not recommending charges; or
3. They are required by law to submit the case even though they do not believe charges should be filed (often referred to as “Statutory Referrals”).

PAO Review. Prosecutors review referred cases to determine if there is sufficient legally admissible evidence to support the charges as outlined by state law. They also determine whether the case meets the PAO’s Filing and Dispositions Standards in light of the evidence presented.⁴ Per the report, it takes time to determine the appropriate course of action and the amount of time it takes to conduct the review can vary depending on the complexity of the case, the amount of evidence presented, whether follow up investigation is required, and other factors. A case may not have a filing

² The 2025 Budget also included a proviso requesting a report on sex offense cases from the PAO along with a motion that would acknowledge receipt of the report (Ordinance 19861, Section 31, Proviso P2). The PAO has transmitted that report and motion to the Council (Proposed Motion 2025-0138).

³ PAO’s Data Dashboard [\[LINK\]](#)

⁴ King County Prosecuting Attorney’s Office Filing and Disposition Standards [\[LINK\]](#)

decision in the same year it is referred. Similarly, if a case is filed with the Court, it may not be resolved (reach a disposition) in the same year that it was referred to the PAO or filed with the Court. Tables 2 and 3 in this staff report show filing outcomes for adult and juvenile cases, respectively.

Subsection A Requirements. Subsection A asked the proviso report to include the following data:

A.1. The total number of referred sex offenses and, of the total number of referred sex offenses, the number that were pled down to a non-sex offense.

Table 1 in this staff report shows the total number of referred sexual assault cases (both adult and juvenile). Table 6 shows adult plea dispositions and breaks them down by sex offense and non-sex offense dispositions. The proviso report shares information about juvenile plea dispositions (see Tables 5, 8, and 9 in this staff report); however, the report does not provide a breakdown of the pleas by sex offense and non-sex offense dispositions. According to the report, juvenile data is sensitive and protected by state law. As a result, and in compliance with the Washington State Department of Health guidelines for small numbers of sensitive data, any values less than 10 (including 0) – and any values that would necessarily reveal what a value less than 10 would be – have been redacted and replaced with a “*” in the report.

A.2.-A.4. The total number of referred felony sex offenses and, of the total number of referred felony sex offenses:

- *the number that were pled down to a lesser felony (A2);*
- *the number that were pled down to a misdemeanor sex offense (A3);*
- *the number that were pled down to a misdemeanor non-sex offense (A4); and*

The proviso report provided data in response to these questions (see Tables 6, 7, 8, and 9 in this staff report). Per the proviso report, some of this information is not provided for juvenile cases to comply with state law and the Washington State Department of Health guidelines previously mentioned.

A.5. The total number of referred sex offenses cases that were pled down and, of the total number of referred sex offense cases that were pled down, the number that were referred to a diversion program and which diversion programs they were referred to.

Tables 4 and 5 in this staff report provide data on the number of sexual assault cases resolved with a plea agreement (for adult and juvenile cases, respectively). According to the proviso report, when a defendant or respondent enters a plea of guilty, they can do so to the original charge(s), a greater charge, or a lesser charge. Tables 6, 7, 8, and 9 provide more information on plea agreements, including the original filed class and the plea disposition class.

As for sex offense cases referred to diversion programs, the PAO confirms that adult sex offense cases (misdemeanors and felonies) and juvenile felony sex offense cases are not referred to diversion programs. For juvenile misdemeanor sex offense cases, Table 3 in this staff report includes information on juvenile cases that are “legally required misdemeanor diversions” and Table 5 provides information on juvenile sexual assault cases with deferred dispositions and post-filing dispositions. Much of the data, however, is redacted for the privacy reasons previously mentioned. According to the PAO, deferred juvenile misdemeanor sex offense cases are only sent to the Superior Court’s probation program. No other diversion programs, including the Restorative Community Pathways program, handles sex offense cases.

Referred Cases. The report provides the number of referred sexual assault cases by year with adult and juvenile cases separated (see Table 1).

Table 1. Number of Referred Sexual Assault Cases⁵

Court	2019	2020	2021	2022	2023	TOTAL
Adult Superior Court	1,093	1,039	894	942	1,099	5,067
Juvenile Court	233	168	165	221	214	1,001
Total	1,326	1,207	1,059	1,163	1,313	6,068

Filing Decisions/Outcomes. The report explains that each case referral can have one of several filing outcomes. Table 2 shows filing outcomes for cases involving adult suspects and Table 3 shows filing outcomes for cases involving juvenile suspects.

Per the report, there are different procedural rules and legal requirements for referrals involving juvenile suspects. For example, per state law, charges generally cannot be brought when the suspect is under twelve years old.⁶ Additionally, in some cases, the PAO is statutorily required to divert the case away from formal prosecution – known as “legally required misdemeanor diversion”.

⁵ Table on page 3 of the proviso report. Note, the table in the report has an error in the total for the 2023 column. It has 1314 but the PAO confirms that the correct total is 1313. This is also true for the final total (report states 6069, but it should be 6068). The correct totals are reflected in this staff report.

⁶ RCW 9A.04.050. The PAO’s dashboard includes the number of juvenile suspects under 12 years old.

Table 2. Filing Outcomes for Referred Sexual Assault Cases – Adults⁷

Filing Decision/Outcome	2019	2020	2021	2022	2023	TOTAL
Declined ⁸	418	417	314	309	341	1,799
Filed ⁹	405	370	347	305	284	1,711
Statutory Referral Only ¹⁰	268	248	228	318	430	1,492
Merged into another case ¹¹	2	4	3	5	19	33
Under Review ¹²			2	5	25	32
Total Cases Referred	1,093	1,039	894	942	1,099	5,067

Table 3. Filing Outcomes for Referred Sexual Assault Cases – Juveniles¹³

Filing Decision/Outcome	2019	2020	2021	2022	2023	TOTAL
Declined	81	40	39	51	69	280
Filed	88	51	49	47	42	277
Statutory Referral Only	58	71	73	115	92	409
Legally Required Misdemeanor Diversion ¹⁴	*	*	*	*	10	*
Under Review	*	*	*	*	*	*
Total Cases Referred	233	168	165	221	214	1,001

⁷ Table on page 5 of the proviso report.

⁸ The PAO determines it will not or cannot file charges. Charges are declined when there is insufficient admissible evidence to prove a felony crime beyond a reasonable doubt, or when the case does not meet the Filing and Disposition Standards. The glossary included in the PAO's data dashboard provides more information on the different reasons a case may be declined. [\[LINK\]](#)

⁹ A case is filed when the PAO formally files paperwork with the Court alleging one or more persons committed a crime(s) and a judge finds there is probable cause to believe a crime was committed.

¹⁰ Refers to RCW 26.44.030, which requires law enforcement to submit certain cases to prosecutors regardless of whether they believe charges should or can be filed. A case is only counted as SRO when the PAO has finished its review and agrees with law enforcement that charges should not be filed.

¹¹ A case can be "merged into another case" in certain instances where a defendant has two or more closely related cases and it is legally appropriate to combine them. When this occurs, one case will have another filing decision outcome (filed, declined, or SRO) and the other(s) will be listed as having been merged into another case.

¹² This may be cases awaiting additional investigation from law enforcement before a filing decision can be made or declined cases that have been reopened. In these situations, the case returns to "under review" status and the referral date will be the original referral date, not the date the case was reopened.

¹³ Table on page 5-6 of the proviso report. The report notes juvenile data, particularly for cases not filed with the Court, is sensitive and protected by state law. As a result, and in compliance with the Washington State Department of Health guidelines for small numbers of sensitive data [\[LINK\]](#), any values less than 10 (including 0) – and any values that would necessarily reveal what a value less than 10 would be – have been redacted and replaced with a "*" in the report.

¹⁴ PAO is statutorily required to divert the case away from formal prosecution when allegations involve *misdemeanor* level conduct, and the referral is the juvenile's first legal referral. According to the report, in this type of diversion, the juvenile suspect is referred to Superior Court probation, where they are required to engage in treatment or other programming. The report states there is no statutory authority to divert a *felony* sex offense, and the PAO does not, under any circumstance, divert felony sex offenses involving juvenile suspects.

Case Status or Disposition. A disposition is the final result in a case, and a case is only counted as being resolved/disposed once (even when there are multiple charges in a single case). Dispositions are categorized by the most consequential or impactful disposition in the case. For example, if a defendant is charged with two different crimes in one case and pleads guilty to one crime and has the other dismissed, the case would count as one plea (not one plea and one dismissal).

Table 4 shows filed adult case dispositions based on the year of law enforcement referral (not the year of the disposition). As previously mentioned, cases are often referred in one year but resolved in another. Therefore, the report cautions against using this table to analyze the number of pleas, dismissals, or trials in any given calendar year.

**Table 4. Status of Filed Adult Cases
by the year the case was referred to the PAO¹⁵**

Status of Filed Adult Cases	Year Case was Referred to PAO					TOTAL
	2019	2020	2021	2022	2023	
Trial ¹⁶	38	37	17	8	2	102
Plea ¹⁷	272	226	198	161	85	942
Dismissal ¹⁸	60	59	61	42	27	249
Open ¹⁹	35	48	71	94	170	418
Total Adult Cases Filed	405	370	347	305	284	1,711

Table 5 shows filed juvenile case dispositions based on the year of law enforcement referral (not the year of the disposition).

¹⁵ Taken from the table on page 8 of the proviso report.

¹⁶ Any case resolved by a trial is counted as a trial regardless of the verdict (guilty, not guilty, or a mix). Per the report, the PAO does this so not to unduly characterize or incentivize convictions or long prison sentences as “wins”.

¹⁷ The adult defendant or juvenile respondent pleads guilty to one or more crimes. The report notes that a plea is not always a reduced charge -- a defendant or respondent could plea to a less serious crime than what they were originally charged with, may have some charges dismissed, or could involve pleading guilty to the crime(s) they were originally charged with.

¹⁸ A case may be dismissed upon a motion by the PAO, defense, or the court. The dismissal of a case or crimes means that the defendant is no longer charged with the crime and the legal case is ended. The report states some cases are dismissed to be referred to, or upon completion of, an alternative program such as Mental Health Court, Drug Court, or Veteran's Court, but that does not mean the case goes away. In these types of circumstances, the case is handled in the alternative, therapeutic courts. If an individual does not complete the alternative, therapeutic court requirements and conditions, the Superior Court felony case can resume. Similarly, a case may be dismissed when the Court finds the defendant incompetent to stand trial. These types of dismissals can come with an order for the defendant to be sent to Western State Hospital for civil commitment (mandatory treatment). If the defendant's competency is restored, the PAO may refile the criminal case

¹⁹ Cases not yet resolved are listed as “open”. Per the report, cases may be open because the defendant failed to appear for court for a substantial period (a criminal case generally cannot proceed without the defendant's presence) or other complications may have prevented a disposition.

**Table 5. Status of Filed Juvenile Cases
by the year the case was referred to the PAO²⁰**

Status of Filed Juvenile Cases	Year Case was Referred to PAO					TOTAL
	2019	2020	2021	2022	2023	
Trial	*	*	*	*	*	15
Plea	26	18	20	25	*	*
Dismissal	19	*	*	*	*	45
Deferred Disposition ²¹	35	18	16	*	*	79
Post-Filing Diversion ²²	*	*	*	*	*	*
Open	*	*	*	*	27	29
Total Juvenile Cases Filed	88	51	49	47	42	277

Plea Dispositions. The report concludes by providing tables that show cases resolved by a plea, displayed by the most serious class of offense that was originally filed (labeled “Original File Class”) and the most serious class of offense that was pleaded guilty to (labeled “Plea Disposition Class”). The classes involved are A, B, C, and M (in order of severity):

- A refers to Class A felonies. Class A felonies are the most serious alleged offenses and can include sex offenses and non-sex offenses. Some common sex offense Class A felonies include Rape in the First Degree, Indecent Liberties (with force), Rape of a Child in the First or Second Degree, and Child Molestation in the First Degree. A conviction of a class A felony could result in a sentence of life imprisonment, a fine of up to \$50,000, or both.
- B refers to Class B felonies. Class B felonies include sex offenses and non-sex offenses. Some common Class B felonies include Rape in the Second Degree, Indecent Liberties (without force), and Child Molestation in the Third Degree. A conviction of a Class B felony can result in imprisonment of up to ten years, a fine of up to \$20,000, or both.

²⁰ Taken from the table on page 9 of the proviso report. Per the report, juvenile data, particularly for cases not filed with the Court, is sensitive and protected by state law. As a result, and in compliance with the Washington State Department of Health guidelines for small numbers of sensitive data [\[LINK\]](#), any values less than 10 (including 0) – and any values that would necessarily reveal what a value less than 10 would be – have been redacted and replaced with a “*” in the report.

²¹ Outcome set forth in state statute (RCW 13.40.127) where a guilty finding is entered and the imposition of sentence is deferred for some period of supervision. If the juvenile successfully completes the conditions of supervision, then the court may dismiss the guilty finding.

²² Charges were initially filed into Juvenile Court, but the parties agree to resolve the case as a diversion rather than as a formal, legal adjudication. According to the report, these types of resolutions usually involve cases that would otherwise be eligible for diversion at the time of charging; however, the PAO chose to formally file charges instead of diverting the case up front to have more control over the intervention/outcome.

- C refers to Class C felonies. These can include sex offenses and non-sex offenses. Some common sex offense Class C felonies include Rape in the Third Degree, Rape of a Child in the Third Degree, and Child Molestation in the Third Degree. A conviction of a Class C felony could result in up to five years in prison, a fine up to \$10,000, or both.
- M refers to gross misdemeanors and misdemeanors. These can include sex offenses and non-sex offenses. Some common Sexual Assault Unit gross misdemeanor crimes are Communicating with a Minor for Immoral Purposes, Assault in the Fourth Degree with Sexual Motivation, and Sexual Misconduct with a Minor in the Second Degree. Gross misdemeanors carry a maximum sentence of 364 days in jail, a fine up to \$5,000, or both. Misdemeanors carry a maximum sentence of 90 days in jail, a fine up to \$1,000, or both.

Table 6 shows the total number of sexual assault cases with adult defendants referred to the PAO between 2019 and 2023 that resulted in a plea disposition, and Table 7 breaks down that information by year. For Table 6, the PAO attempted to calculate how many cases resulted in a plea to a “sexual assault” offense (see the “SA at Disposition” column) and how many cases did not involve a plea to a “sexual assault” offense (see the “Not SA at Disposition” column).

Table 8 shows the total number of sexual assault cases with juvenile respondents referred to the PAO between 2019 and 2023 that resulted in a plea disposition, and Table 9 breaks down that information by year. Per the report, “the number of juvenile plea dispositions where the resulting charge was not classified as a “sexual assault” was so small that all of that information had to be redacted from the report. So, the columns for that listed the number of case[s] that were a sexual assault charge at disposition are not included for juveniles.”

Table 6. Total Adult Plea Dispositions (2019-2023)²³

Original Filed Class	Plea Disposition Class	Cases	Defendants	SA at Disposition²⁴	Not SA at Disposition²⁵
A	A	71	71	67	4
A	B	135	135	95	40
A	C	145	144	87	58
A	M	98	98	73	25
B	A	1	1	1	
B	B	47	47	33	14
B	C	106	105	84	22
B	M	69	69	48	21
C	B	5	5	3	2
C	C	111	98	93	18
C	M	120	119	92	28
M	C	4	4	3	1
M	M	30	30	26	4
TOTAL		942	926	705	237

²³ Taken from the table on page 10 of the report.

²⁴ Sexual Assault (SA) refers to sex offenses that require sex offender registration upon conviction. RCW 9.94A.030(47) defines crimes that qualify as sex offenses.

²⁵ Per the report, some of the cases in the “NOT SA” column were resolved with charges that reflect the sexual nature of the crime, even though they do not qualify as sex offenses. For example, a defendant may plead guilty to Assault in the Second Degree (a class B felony “strike” offense) with the admission that the defendant assaulted the victim with the intent to commit the crime of rape. In this example, a disposition would be counted in the “NOT SA” column.

Table 7. Adult Plea Dispositions by Year of Referral²⁶

Original/ Plea	2019	2020	2021	2022	2023	Total
A	127	125	88	71	38	449
A	24	13	19	11	4	71
B	40	46	22	19	8	135
C	33	41	31	24	16	145
M	30	25	16	17	10	98
B	68	43	51	41	20	223
A			1			1
B	12	10	10	8	7	47
C	35	21	22	20	8	106
M	21	12	18	13	5	69
C	61	49	57	45	24	236
B	2	2	1			5
C	32	19	23	20	17	111
M	27	28	33	25	7	120
M	16	9	2	4	3	34
C	1	1		2		4
M	15	8	2	2	3	30
Total	272	226	198	161	85	942

²⁶ Taken from the table on page 11 of the report.

Table 8. Total Juvenile Plea Dispositions (2019-2023)²⁷

Original Filed Class	Plea Disposition Class	Cases	Respondents
A	A	14	14
A	B	*	*
A	C	19	19
A	M	30	30
B	B	*	*
B	C	*	*
B	M	*	*
C	C	*	*
C	M	13	13
M	M	*	*

According to the report, there were 277 sexual assault cases with juvenile respondents filed from January 1, 2019 through December 31, 2023. Of those 277 cases, at least 89 – but not more than 98 cases – were resolved through a plea agreement (see Table 5 in this staff report).

²⁷ Taken from the table at the top of page 12 of the report. Per the report, juvenile data, particularly for cases not filed with the Court, is sensitive and protected by state law. As a result, and in compliance with the Washington State Department of Health guidelines for small numbers of sensitive data [\[LINK\]](#), any values less than 10 (including 0) – and any values that would necessarily reveal what a value less than 10 would be – have been redacted and replaced with a “*” in the report.

Table 9. Juvenile Plea Dispositions by Year of Referral²⁸

Original/ Plea	2019	2020	2021	2022	2023	Total
A	23	12	13	13	*	*
A	*	*	*	*	*	14
B	*	*	*	*	*	*
C	*	*	*	*	*	19
M	10	*	*	*	*	30
B	*	*	*	*	*	*
B	*	*	*	*	*	*
C	*	*	*	*	*	*
M	*	*	*	*	*	*
C	*	*	*	*	*	19
C	*	*	*	*	*	*
M	*	*	*	*	*	13
M	*	*	*	*	*	*
M	*	*	*	*	*	*
Total	26	18	20	25	*	*

Subsection B and C Requirements. The report appears to be responsive to the requirements in Subsection B. and Subsection C. of the proviso. The report provides information on both adult and juvenile cases and reports on them separately²⁹ (requirement from Subsection B.) and the report covers the time period from January 1, 2019 through December 31, 2023 and is broken out by year (requirement from Subsection C.).

²⁸ Taken from the table on the bottom of page 12 of the report. Per the report, juvenile data, particularly for cases not filed with the Court, is sensitive and protected by state law. As a result, and in compliance with the Washington State Department of Health guidelines for small numbers of sensitive data [\[LINK\]](#), any values less than 10 (including 0) – and any values that would necessarily reveal what a value less than 10 would be – have been redacted and replaced with a “*” in the report.

²⁹ Per the report, juvenile data, including for filed cases that do not result in a conviction or are sealed or vacated, is particularly sensitive and protected by statute (RCW 13.50.050). Accordingly, and in compliance with the Washington State Department of Health guidelines for small numbers on sensitive data, any values less than 10 (including 0) – and any values that would necessarily reveal what a value less than ten would be – have been redacted in the report.

INVITED

- Leesa Manion, King County Prosecutor
- David Baker, Director of Data and Analytics, Prosecuting Attorney's Office (PAO)
- Bridgette Maryman, Chief Deputy Prosecuting Attorney, Gender-Based Violence and Prevention Division, PAO
- Jimmy Hung, Chief Deputy Prosecuting Attorney, Juvenile Division, PAO

ATTACHMENTS

1. Proposed Motion 2025-0037 and its attachment
2. Transmittal Letter



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion

Proposed No. 2025-0138.2

Sponsors Barón

- 1 A MOTION acknowledging receipt of a report on sexual
- 2 assault cases in compliance with the 2025 Annual Budget
- 3 Ordinance, Ordinance 19861, Section 31, Proviso P2.
- 4 WHEREAS, the 2025 Annual Budget Ordinance, Ordinance 19861, Section 31,
- 5 appropriated moneys from the general fund to the prosecuting attorney, and Proviso P2
- 6 required the prosecuting attorney to transmit a report on sexual assault cases and a motion
- 7 that should acknowledge receipt of the report by July 31, 2025;
- 8 NOW, THEREFORE, BE IT MOVED by the Council of King County:
- 9 Receipt of the prosecuting attorney's office proviso response, Attachment A to

- 10 this motion, in response to the 2025 Annual Budget Ordinance, Ordinance 19861, Section
11 31, Proviso P2, is hereby acknowledged.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Girmay Zahilay, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: A. The Prosecuting Attorney's Office Proviso Response Ordinance 19861

KING COUNTY PROSECUTING ATTORNEY'S OFFICE



LEESA MANION (she/her)
PROSECUTING ATTORNEY
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Tel: (206) 296-9000 • Fax: (206) 296-0955
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The Prosecuting Attorney's Office Proviso Response Ordinance 19861

A. BACKGROUND:

This report is in response to Ordinance 19861, which set forth the following:

SECTION 31. PROSECUTING ATTORNEY - From the general fund there is hereby appropriated to:

Prosecuting attorney	\$ 112,018,000
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The maximum number of FTEs for prosecuting attorney shall be:	551.5
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ER 1 EXPENDITURE RESTRICTION:

Of this appropriation, \$85,000 shall be expended or encumbered solely to support 0.5 FTE primarily dedicated to expanding and improving public access to the prosecuting attorney's office data on criminal cases in King County.

P1 PROVIDED THAT:

Of this appropriation, \$50,000 shall not be expended or encumbered until the King County prosecuting attorney transmits a plan for expanding and improving public access to criminal data information on the prosecuting attorney's office data dashboard for juvenile cases. The plan shall include, but not be limited to:

A. A summary of the data available on the prosecuting attorney's office data dashboard for juvenile cases, any improvements that have been made to the juvenile data dashboard since its inception, the limitations of the data available on the juvenile data dashboard, and opportunities for expanding the juvenile data dashboard;

B. Detailed action steps the prosecuting attorney's office plans to take to expand the

available data and improve the juvenile data dashboard with the goal of providing public users with the ability to access and analyze juvenile cases in a manner consistent with the adult felony cases section of the adult data dashboard; and

C. Barriers that the prosecuting attorney's office has identified to expanding public access to the agency's data on criminal cases involving juvenile respondents and improving the juvenile data dashboard.

The prosecuting attorney's office should protect the privacy of individual juvenile respondents while, to the greatest extent possible, preserving the dashboard categories and subcategories used in the adult data dashboard. To protect the privacy of individual juvenile respondents, the prosecuting attorney may combine data subcategories; however, that combining should be done at the lowest subcategory possible.

The prosecuting attorney should electronically file the plan by June 30, 2025, with the clerk of the council, who shall retain an electronic copy and provide an electronic copy to all councilmembers, the council chief of staff, and the lead staff for the law and justice committee or its successor.

P2 PROVIDED FURTHER THAT:

Of this appropriation, \$100,000 shall not be expended or encumbered until the prosecuting attorney transmits a report on sexual assault cases and a motion that should acknowledge receipt of the report, and a motion acknowledging receipt of the report is passed by the council. The motion should reference the subject matter, the proviso's ordinance, ordinance section, and proviso number in both the title and body of the motion.

The report shall include, but not be limited to:

A. Data on sexual assault cases with adult defendants referred to the prosecuting attorney's office from January 1, 2023, to January 1, 2025, including:

1. The number of sexual assault cases referred;
2. Of the cases referred, the number that were charged;

3. Of the cases charged, the number resolved at trial;
4. Of the cases charged, the number resolved through a plea to a lesser charge;
5. Of the cases pleaded to a lesser charge, the most-common lesser charge pleaded;
6. The percentage of sexual assault cases in which the initial charge was never modified;
7. The average wait time from arraignment to trial in sexual assault cases;
8. The number of acquittals after trial for cases charged as sexual assault, and an explanation of how that compares to other types of crime; and

9. Demographic information of victims including race, ethnicity, gender, and age;

B. Data on sexual assault cases with juvenile respondents referred to the prosecuting attorney's office from January 1, 2023, to January 1, 2025, including:

1. The number of sexual assault cases referred;
2. Of the cases referred, the number that were statutorily required to be referred;
3. Of the cases referred, the number that were charged;
4. Of the cases charged, the number resolved at trial;
5. Of the cases charged, the number resolved through a plea to a lesser charge;
6. Of the cases pleaded to a lesser charge, the most-common lesser charge pleaded;
7. The percentage of sexual assault cases in which the initial charge was never modified;
8. Of the cases not statutorily required to be referred, the percentage rate of charging and an explanation of how that compares to other types of crime;
9. The average wait time from arraignment to trial in sexual assault cases;
10. The number of acquittals after trial for cases charged as sexual assault and an explanation of how that compares to other types of crime; and

11. Demographic information of victims including race, ethnicity, gender, and age;

C. For sexual assault cases with juvenile respondents not filed due to insufficient evidence, describe the steps taken to systemically address the gathering of sufficient evidence either internally or

with external partners; and

D. A copy of the written guidance maintained by the prosecuting attorney's office regarding charging standards for juvenile sexual assault cases;

E. Information on the prosecuting attorney's partnership with sex offender treatment providers and the treatment offered to adult defendants, juvenile respondents, and victims, including:

1. A summary of the prosecuting attorney's office work and partnership with sex offender treatment providers;

2. A summary the prosecuting attorney's office work and partnership with community-based organizations serving domestic violence and sexual assault survivors, including how communication and transparency is developed;

3. A description of the treatment that the prosecuting attorney's office most commonly refers sexual offenders to; and

4. The number of adult defendants and the number of juvenile respondents charged with sexual assault from January 1, 2023, to January 1, 2025, who were referred to sexual offender treatment and the completion rate for each; and

F. Information on data collection, resources, and continuous improvement processes related to the prosecuting attorney's office gender-based violence work, including:

1. A summary of findings related to any surveys of victims of sexual assault conducted by the prosecuting attorney's office;

2. A narrative detailing the last time the prosecuting attorney's office reviewed or revised its practices and charging standards for sexual assault cases, including the date of the review or revision and whether the Aequitas standards were reviewed when performing this work;

3. An explanation of how current the prosecuting attorney's data dashboards are and if there are any gaps in the data dashboards that the prosecuting attorney plans to address;

4. A description of how the resources allocated to the gender-based violence division

compares to other divisions of the criminal practice within the prosecuting attorney's office; and

5. A description of the continuous improvement process used, if any, on prosecuting sexual assault cases, including how data is used to identify and address barriers to conviction and the frequency of which the continuous improvement process is applied.

For the purposes of this proviso, "sexual assault cases" include sex offenses as described in chapter 9A.44 RCW. The report requested by this proviso need only include data and information held or reasonably obtained by the prosecuting attorney's office and shall not include any identifying information or other information prohibited from being released by state law.

The prosecuting attorney should electronically file the report and a motion required by this proviso by July 31, 2025, with the clerk of the council, who shall retain an electronic copy and provide an electronic copy to all councilmembers, the council chief of staff, and the lead staff for the law and justice committee or its successor.

PAO RESPONSE TO P1 (DATA DASHBOARD):

The King County Prosecuting Attorney's office (PAO) has, without any dedicated funding, developed one of the first, most comprehensive, and most meaningful prosecutorial dashboards in the country¹, based on the feedback and requests from the PAO program needs, partner agencies, King County Executive's Office and Council, and King County communities and media. Since its launch in 2021, the dashboard has been improved and expanded to meet additional needs and requests. The addition of data on juvenile court cases (launched on March 1, 2024) to the dashboards was one example. The PAO had been working on the rollout of a juvenile dashboard since August 2023. Below are some specific details about the juvenile dashboard:

Currently, the Juvenile Court Section of the PAO's data dashboard contains data from 2019 to present on the number of cases referred to the PAO by law enforcement, filed into juvenile court, diverted, and resolved by other outcome (legally insufficient, juvenile under 12 years old, etc.). This data can be further broken down into four general crime categories: crimes against persons or involving a weapon, misdemeanors, sex offenses, and property, drug and other felonies.

There are also pages dedicated to diversions, sex offenses, and demographics.

- The diversions page explains what diversion programs are and shows the number of cases sent to each of the diversion programs.
- The sex offenses page details the numbers of those cases by the pathways that those cases can take and the unique considerations they involve.
- Finally, there are two pages detailing the demographics of juveniles with cases referred to

¹ <https://kingcounty.gov/en/dept/pao/about-king-county/about-pao/data-reports/dashboard>

the PAO by race², gender, and age. This information is accompanied by a glossary that provides further explanations.

The PAO's data collection and management work, including data dashboard, is primarily limited and constrained by a lack of resources and the sensitivity of juvenile data.³ Despite data requests increasing each year, no meaningful additional resources have been provided to the PAO to improve our capacity for data collection and process redesign, data reporting and analysis, data sharing, and related communication. The PAO uses existing funding for data collection and management work. As such, our capacity for this data work is extremely limited and must be balanced between the *many* different responsibilities necessary to produce quality data and complete the PAO's mission critical tasks. As a result, time available for the PAO to work on the public data dashboard is even more limited. Additionally, the sensitive nature of juvenile data and the rules governing it mean that it takes substantially longer to create public dashboards that present juvenile data in an appropriate and meaningful way.

The PAO will continue to improve and expand its data dashboard in appropriate ways and would be happy to explain the dashboard as our resources allow. One of the recent improvements (February 2025) is: a month-to-month analysis of juvenile cases referred and the demographics of those juveniles with cases referred.

PAO RESPONSE TO P2 (SEXUAL ASSAULT CASES):

A. CONTEXT

The Special Assault Unit (SAU) of the King County Prosecuting Attorney's Office (PAO) handles most sexual assault related and child abuse cases in King County. Some sexual assault cases, that occur between intimate partners, are handled by the Domestic Violence Unit. Generally, the PAO has reported cases via its public dashboard under the umbrella category of "Sexual Assault and Child Abuse" or for Juvenile Court cases "Sex Offenses". This work is generally reported out as cases referred to the PAO by law enforcement and work done by the KCPAO in the specified time period.

The King County Council's proviso request required a different form of analysis that took substantial work to pull together. The data included in this report tracks cases by year of referral to their ultimate outcome. So, every date listed corresponds to the date the cases were referred to the KCPAO.

As with any data, it is always important to put numbers in context. In 2020, the King County Auditor performed a thorough audit of sexual assault investigations including but not limited to many of the data points below as well as case specific reviews and numerous interviews with system and community partners.⁴

² For the race/ethnicity and gender of defendants the KCPAO must rely entirely on what law enforcement reports. The KCPAO's ethical and legal responsibilities prohibit us from speaking directly with youth in criminal cases. Over 30 separate law enforcement agencies submit cases to the KCPAO; each of those agencies has separate policies and systems for collecting demographic data, which can result in varying levels of reporting. Law enforcement currently reports seven categories of race/ethnicity: White/Caucasian, Black/African American, Asian/Pacific Islander, American Indian/Alaska Native, Hispanic/Latino, Unknown, Other, and no value at all. These categories create data quality problems by only allowing a single selection, being generally outdated, and grouping race and ethnicity together. These data problems are compounded by inconsistent reporting and collection of this data. Unfortunately, this results in the PAO having very unreliable and inaccurate race and ethnicity data.

³ Juvenile Data, particularly for cases not filed with the court, is particularly sensitive and protected by statute (RCW 13.50.050). Accordingly the PAO applies the [Washington State Department of Health guidelines for small numbers on sensitive data](#), for reports involving juvenile data.

⁴ <https://cdn.kingcounty.gov/-/media/king-county/independent/governance-and-leadership/government-oversight/auditors-office/reports/audits/2020/sai/sai-2020.pdf?rev=6d65142379ef4af58794853c90dfc77b&hash=ABB4907231B568CEE4246067CC61807A>

Among other things, the auditor found King County data results fall within the wide range of national estimates for rape prosecution and conviction rates. The audit also noted a rise in sexual assault reports to police. While not every report constitutes a chargeable crime, even with a strong investigation, the auditors opined that per recent studies, cultural changes including the “Me Too” movement, encouraged more victims to come forward globally. Some of this is reflected in the rise in statutory referrals (cases where law enforcement are required to submit the case by law even though they do not believe charges should be filed) described below.

In the years following the report, the PAO has provided annual updates responding to recommendations the auditor made to improve sexual assault investigations.

The data in this report includes cases that are defined by RCW 9.94A.030 as sex offenses, and crimes like Assault in the Fourth Degree with Sexual Motivation or Voyeurism in the Second Degree, which are considered sexual assaults, but do not meet the legal definition of “sex offense.” Where the term “sex offense” is used, that refers to crimes identified by RCW 9.94A.030.

B. FILING DECISIONS

Sexual assault cases, like other cases, are referred to the PAO when law enforcement formally submits a case to the PAO for review. The PAO and the other Prosecuting Attorney’s Offices in Washington State are not investigative agencies; prosecutors review investigations done by law enforcement (typically police) to determine if there is sufficient legally admissible evidence to support the charges as outlined in state law. The PAO also determines whether the case meets our office’s publicly posted Filing and Disposition Standards in light of the evidence presented.

Law enforcement typically submits a case to the PAO for review under one of the following circumstances: (1) they believe charges should be filed, (2) they would like legal review of an investigation but are not recommending charges, or, (3) when they are required by law to submit the case even though they do not believe charges should be filed (these are often referred to as “Statutory Referrals”).

The below table shows how many “sexual assault” cases were referred to the PAO from law enforcement per year:

	2019	2020	2021	2022	2023	2024	Total
Adult Superior Court	1093	1039	894	942	1099	1181	6248
Juvenile Court	233	168	165	221	214	232	1233
Total	1326	1207	1059	1163	1313	1413	7481

Adult Superior Court referrals are those with adult suspects and, if it is appropriate to file charges, cases would be filed in King County Superior Court. Juvenile Court cases are typically those with juvenile suspects.

The KCPAO does not divert cases involving juveniles accused of sexual assaults to Restorative Community Pathways (RCP) or any other community-based diversion program. The KCPAO does not, has not, and will not refer sex assaults involving juveniles to community-based diversion programs. Previous, we have seen the claim that the KCPAO has diverted at least 20 individuals accused of sexual assault to RCP. That is simply not true. There are some misdemeanor juvenile cases that are subject to mandatory court diversion under state law—including Assault in the Fourth Degree with Sexual Motivation, which we include in our data but that state lawmakers do not define

as a “sex offense.” In other words, the KCPAO has no choice but to divert these crimes to comply with state law, and we divert them to Juvenile Court Services, where they are assigned a juvenile probation officer. Including those mandatory diversion cases in a criticism of our charging rate is misleading.

Each referral undergoes **review** by Deputy Prosecuting Attorneys (DPAs) and can have one of several outcomes. It takes time for the PAO to conduct an individual review and to determine the appropriate course of action in each individual matter. The amount of time it takes to conduct this review varies depending on the complexity of case, the amount of evidence presented, whether follow up investigation is required, and other factors. Many sexual assault referrals contain voluminous amounts of information – hours of video and hundreds of pages of documents – which, accordingly, involves significant time for review and follow up with police investigators. As a result, a case may not have a filing decision in the same year that it is referred. Adult cases are listed as having one of the following outcomes or case statuses: Declined, Statutory Referral Only (SRO), Filed, Merged into another case, or Under Review.

A case is “**Declined**” when the PAO determines that it will not or cannot file charges. Cases are declined when there is insufficient admissible evidence to prove a felony crime beyond a reasonable doubt, or when the case does not meet our office’s [Filing and Disposition Standards](#). In these instances, the PAO sends a notice of the decline and an explanation for its decision to the investigating law enforcement agency. These declines can come after requests to law enforcement for more information that could provide the necessary evidence to charge the case. Sometimes, even with excellent police work, that evidence is not available. There also is no requirement for law enforcement to act on a PAO request. When there is a decline, the PAO also notifies the victim—typically through both a letter and through the victim’s advocate. DPAs also make themselves available to answer any questions a victim may have about the PAO’s decision to decline a charge. DPAs also make themselves available for questions from the investigating detective/agency. A more detailed discussion of the different reasons that a case may be declined can be found on the [PAO’s public dashboard and its associated glossary](#).

“**Statutory referral only**” or “SRO” is in reference to RCW 26.44.030, which requires law enforcement to submit certain cases to prosecutors regardless of whether they believe charges should or can be filed.

Statutory referrals frequently involve alleged harm to children or vulnerable adults. Statutory referrals require law enforcement to make a referral regardless of whether they believe there is insufficient evidence that a crime has been committed. When submitting the case for review, law enforcement chooses to submit it as an SRO, rather than naming a potential crime.

SROs receive the same level of scrutiny by the PAO as other referrals because prosecutors may disagree with a law enforcement officer’s assessment that a case is an SRO. In these situations, a DPA may ask for follow-up investigation or may file the case based on information originally submitted by law enforcement.

Law enforcement can also label some referrals as SROs when the referral does not meet the statutory definition of SRO. Law enforcement may do this because they do not believe that charges should be filed but *do* want a prosecutor’s review. These SROs may include sexual assaults that do not meet the statutory definition of an SRO, may include behavior that is not sexual in nature (such as alleged physical abuse of a child or vulnerable adult), may include some non-SAU cases where law enforcement simply wanted a referral reviewed, and may include some referrals that are incorrectly labeled as SRO.

Including statutory referral numbers in the calculation of our charging rate of sexual assault cases is misleading because it can appear as if the PAO is declining an unusually high number of sexual assault cases. **As the 2020 King County audit showed, the PAO’s case numbers are in line with Prosecuting Attorney’s Offices in other jurisdictions.**

A case is only counted as a “Statutory Referral only” if/when the PAO has finished its review of the case and determined that the PAO agree with law enforcement investigators that charges should not be filed.

A case is **filed** when the PAO formally files paperwork with the Court alleging that one or more persons (typically referred to as the “defendant” or “defendants” in adult cases or the “respondent” in Juvenile Court cases) committed a crime or crimes and a judge finds that there is probable cause to believe a crime was committed.

Law enforcement conducts all investigations and can make initial arrest decisions; however, no charge/case can be filed without prosecutor review and approval. The PAO independently reviews law enforcement investigations and determines the appropriate course of action. There is a common misconception that victims “press charges.” This is not the case. Victims play an important role in providing input on how they may like a case to progress, and in many cases, a victim’s testimony may be necessary to prove charges beyond a reasonable doubt. However, it is the PAO’s legal and ethical duty/obligation to determine whether charges should be filed based on admissible evidence and in accordance with the office’s Filing and Disposition Standards (which are published on the PAO’s website).

A case can be “**merged into another case**” in certain instances where a defendant has two or more closely related cases, and it is legally appropriate to combine them. When this occurs, one case will have another filing decision outcome (filed, declined, or SRO) and the other(s) will be listed as having been merged into another case.

Some of the cases that are listed as “**under review**” are awaiting additional investigation from law enforcement before a filing decision can be made. Declined cases can be reopened if new evidence is presented. This frequently happens after law enforcement has completed necessary and/or additional investigation. It can also happen if a victim or investigator requests the PAO to reconsider its decision to decline and changes surrounding the investigation change (for instance, when a victim who had initially not wanted the PAO to file charges later changes their mind). In these situations, the case returns to “under review” status and the referral date will be the original referral date, not the date the case was reopened.

The below table shows the filing decision outcome for sexual assault referrals involving adult suspects by the year that the case was referred.

Adult Referral Outcome:	2019	2020	2021	2022	2023	2024	Total
-------------------------	------	------	------	------	------	------	-------

Declined	418	417	313	307	308	294	2057
Filed	405	370	347	308	286	288	1997
Statutory Referral Only (SRO) - never intended for prosecution	268	248	230	320	477	521	2064
Merged into another case	2	4	3	7	18	21	53
Under Review			1		10	57	77
Total	1093	1039	894	942	1099	1181	6248

Referrals involving juvenile suspects have a different set of procedural rules and legal requirements. As a result, juvenile referrals have different outcome types. For example, there are different reasons (that do not apply to adult suspects) as to why a case might be declined for prosecution. For example, when a suspect is under twelve (12) years-old charges, generally, cannot be legally brought (see RCW 9A.04.050) in accordance with state law.

Additionally, there are cases where the PAO is statutorily required to divert a case away from formal prosecution. This includes circumstances when the allegations involve misdemeanor level conduct and the referral is the juvenile's first legal referral. These cases are listed as "Legally required misdemeanor diversion." In this type of diversion, the juvenile suspect is referred to Superior Court probation, where they are required to engage in treatment or other programming.

There is no statutory authority to divert a felony sex offense, and the PAO does not, under any circumstance, divert felony sex offenses involving juvenile suspects.

Juvenile Referral Outcome:	2019	2020	2021	2022	2023	2024	Total
Declined	81	40	39	51	69	106	386
Statutory Referral Only (SRO) - never intended for prosecution	58	71	73	115	92	72	481
Filed	88	51	49	47	43	41	319
Legally required misdemeanor diversion	*	*	*	*	10	*	*
Under Review	*	*	*	*	*	*	*
Total	233	168	165	221	214	232	1233

Juvenile Data, particularly for cases not filed with the court, is particularly sensitive and protected by statute (RCW 13.50.050). Accordingly, and in compliance with the [Washington State Department of Health guidelines for small numbers on sensitive data](#), any values less than 10 (including 0) and any values that would necessarily reveal what a value less than ten would be have been redacted and replaced with a "".

C. FILED CASE DISPOSITIONS

Once a case is **filed**, it can take a substantial period of time to resolve (reach a disposition). A disposition is the final result in a case.

The time to resolution can vary greatly among individual cases, depending on the complexity of the case and many other factors. A case is only counted as being resolved/disposed once (even when

there are multiple charges in a single case). Resolutions/dispositions are categorized by the most consequential or impactful disposition in the case. For example, if a defendant is charged with two different crimes in one case and pleads guilty to one crime and has the other dismissed, the case would count as one plea (not one plea and one dismissal).

Each victim is entitled to work with an advocate and almost all SAU victims work with a community or system-based advocate. Advocates are the primary points of contact for victims throughout the court process/course of their case.

Consistent with the Victim Bill of Rights, DPAs work with victim advocates to keep victims updated about proceedings and to seek victim input on any potential case disposition or outcome.

Below are potential case outcomes in the order used to determine how a case disposition is counted:

- **Trial** - There are two types of trials: **jury trials** and **bench trials**. Jury trials are far more common. In a jury trial, a jury of 12 lay persons from the community decides whether a defendant is guilty or not guilty of the crimes charged. A jury makes an individual decision on each charged crime. If a defendant is charged with multiple crimes, a jury could find the defendant guilty of some crimes and not guilty of others. The jury's decision must be unanimous to convict; if the jury cannot reach a unanimous decision on one or more crimes, the case is not disposed and will need to be resolved in another way (an additional trial, plea, or dismissal).

Bench trials are far less common and can only occur if the defendant requests a bench trial and specifically waives their constitutional right to a jury trial. In a bench trial, the judge acts as the jury, in addition to being the judge. All Juvenile Court trials are “bench trials.”

- **We do not report the outcomes of trials.** The PAO does this because we do not want to unduly characterize or incentive convictions or long prison sentences as “wins.” DPAs are directed and encouraged to pursue the just result in an ethical manner, rather than simply seek convictions. Any case that is resolved by a trial is counted as a trial, regardless of whether the verdict was guilty, not guilty, or a mix.
- **Plea** – In a plea, the defendant or respondent pleads guilty to one or more crimes. This is also typically referred to as a “plea agreement” because the defendant or respondent and the PAO usually come to an agreement on the details of the plea. This can involve a plea agreement to the crimes as charged, to a less serious crime than the defendant or respondent was originally charged with or may also involve having some charges dismissed. This can include cases where witnesses are no longer available, or where additional evidence changes a case. Plea agreements can also involve the defendant pleading guilty to the crime(s) they were originally charged with. A plea is not always a reduced charge.

A plea cannot be entered unless a Judge finds the defendant or respondent has made a knowing, intelligent, and voluntary decision to do so. Victims often support resolution by plea because it provides for a certain outcome compared to what can be perceived as the relatively uncertain outcome of a trial.

In situations when the PAO resolves a case in a manner that is contrary to a victim’s wishes,

the PAO makes those decisions based on concerns about our ability to prove the charge(s) beyond a reasonable doubt based upon on all available *and* admissible evidence. DPAs make themselves available to both victims and law enforcement to answer questions about resolutions. DPAs do this to hear feedback and concerns and to answer questions about the PAO's decisions.

- **Dismissal** - A case may be dismissed upon a motion by the PAO, defense, or the court. The dismissal of a case or crimes means that the defendant is no longer charged with the crime; in other words, the legal case is ended.

Some cases are dismissed in order to be referred to, or upon completion of, an alternative program such as Mental Health Court, Drug Court, or Veteran's Court, but that does not mean the case goes away. In these types of circumstances, the case is handled in the alternative, therapeutic courts because those are not specifically available in Superior Court. If an individual does not complete the alternative, therapeutic court requirements and conditions, the Superior Court felony case can resume.

Sometimes, there are other nuances with dismissed cases. For example:

- It is not uncommon for defendants have multiple criminal cases pending at the same time. In this type of situation, a case may resolve with the defendant pleading guilty to some of the cases in exchange for the dismissal of some charges. For example, if a defendant pleaded guilty to two cases in exchange for the dismissal of a third, those three cases would each be counted separately, two as pleas and one as a dismissal.
- Cases are sometimes dismissed when the Court finds that an individual is incompetent to stand trial (after an evaluation by the Washington State Department of Social and Health Service). These types of dismissals can come with an order for the defendant to be sent to Western State Hospital for civil commitment (mandatory treatment). If the defendant's competency is restored, the PAO may refile the criminal case.
- The PAO may also dismiss a case if new information comes to light that causes the PAO to conclude that the defendant did not commit the charged offense, that the case can no longer be proven beyond a reasonable doubt, or that the interests of justice no longer warrant prosecution.
- Judges can also make legal rulings that result in dismissing of the case.

Cases that are not yet resolved are listed as "**Open**". Cases may be open because the defendant failed to appear for court for a substantial period (a criminal case generally cannot proceed without the defendant's presence) or other complications may have prevented a disposition.

The tables below show case dispositions based on the year of law enforcement referral (not the year of the disposition). Cases are often referred in one year, but resolved in another. Therefore, this table should not be used to analyze the number of pleas, dismissals or trials in any given calendar year.

Status of Filed Adult Cases by the Year the Case was Referred to the KCPAO							
	2019	2020	2021	2022	2023	2024	Total
Plea	272	229	201	175	102	36	1015
Open	34	46	61	74	149	232	596
Dismissal	61	57	66	46	31	14	275
Trial	38	38	19	12	3	1	111
Total	405	370	347	307	285	283	1997

In addition to the categories listed above, Juvenile Court cases can also be resolved/dispensed through a “Deferred Disposition” or the completion of a post-filing diversion (“Post-Filing Diversion Completed”).

A **Deferred Disposition** is a juvenile disposition outcome that is set forth in statute (see RCW 13.40.127) and where a guilty finding is entered, and the imposition of sentence is deferred for some period of supervision. If the juvenile successfully completes the conditions of supervision, then the court may dismiss the guilty finding.

Post-Filing Diversion Completed are resolutions where charges have been initially filed into juvenile court, but where the parties agree to resolve the case as a diversion rather than as a formal, legal adjudication. These types of resolutions usually involve cases that would otherwise be eligible for diversion at the time of charging, but the PAO exercised its discretion to formally file charges (as opposed to diverting charges up front) in order to have more control over the intervention/outcome.

Status of Filed Juvenile Cases by the Year the Case was Referred to the KCPAO							
	2019	2020	2021	2022	2023	2024	Total
Deferred Disposition	35	18	16	*	*	*	81
Dismissal	19	*	*	10	*	*	49
Open	*	*	*	*	18	32	50
Plea	26	18	20	26	16	*	*
Post-Filing Diversion Completed	*	*	*	*	*	*	*
Trial	*	*	*	*	*	*	16
Total	88	51	49	47	43	41	319

Juvenile Data, including that for filed cases that do not result in a conviction or are sealed or vacated, is particularly sensitive and protected by statute (RCW 13.50.050). Accordingly, and in compliance with the [Washington State Department of Health guidelines for small numbers on sensitive data](#), any values less than 10 (including 0) and any values that would necessarily reveal what a value less than ten would be have been redacted and replaced with a “”.

D. DETAIL ON PLEA DISPOSITIONS

When a defendant or respondent enters a plea of guilty, they can do so to the charge(s) they were originally charged with, a greater charge, or a lesser charge.

The data listed below shows cases that were resolved by a plea, displayed by the most serious class of

offense that was originally filed (labeled Original File Class) and the most serious class of offense that was pleaded (guilty) to (labeled Plea Disposition Class). The classes involved are A, B, C, and M (in order of severity) which are defined as:

- **A** refers to class A felonies. Class A felonies are the most serious alleged offenses and can include sex offenses and non-sex offenses. Some common sex offense Class A felonies include Rape in the First Degree, Indecent Liberties (with force), Rape of a Child in the First or Second Degree, and Child Molestation in the First Degree. A conviction of a class A felony could result in a sentence of life imprisonment, a fine of up to \$50,000, or both.
- **B** refers to class B felonies, which are less serious, but still very serious offenses. Class B felonies include sex offenses and non-sex offenses. Some common Class B felonies include Rape in the Second Degree, Indecent Liberties (without force), and Child Molestation in the Third Degree. A conviction of a Class B felony can result in imprisonment of up to ten years and/or a \$20,000 fine.
- **C** refers to class C felonies, which can include sex offenses and non-sex offense. Some common sex offense Class C felonies include Rape in the Third Degree, Rape of a Child in the Third Degree, and Child Molestation in the Third Degree. A conviction of a Class C felony could result in up to five years in prison and a \$10,000 fine.
- **M** refers to gross misdemeanors and misdemeanors, which can include sex offenses and non-sex offenses. Gross misdemeanors carry a maximum sentence of 364 days in jail and/or a \$5,000 fine. Misdemeanors carry a maximum sentence of 90 days in jail and/or a \$1,000 fine. Some common SAU gross misdemeanor crimes are Communicating with a Minor for Immoral Purposes, Assault in the Fourth Degree with Sexual Motivation, and Sexual Misconduct with a Minor in the Second Degree.
- **SA** refers to sex offenses that require sex offender registration upon conviction. RCW 9.94A.030(47) defines crimes that qualify as sex offenses.

The PAO has attempted to calculate how many cases resulted in a plea to a “sexual assault” offense (SA at Disposition) and how many cases did not involve a plea to a “sexual assault” offense (NOT SA at Disposition).

Some of the cases in the “NOT SA” column were resolved with charges that reflect the sexual nature of the crime, even though they do not qualify as sex offenses. For example, a defendant may plead guilty to Assault in the Second Degree (a class B felony “strike” offense) with the admission that the defendant assaulted the victim with the intent to commit the crime of rape. In this example, a disposition would be counted in the “NOT SA” column.

Adult Plea Dispositions:

Original Filed Class	Plea Disposition Class	Cases	Defendants	SA at Disposition	NOT SA at Disposition
A	A	82	81	78	4
A	B	140	140	99	41
A	C	151	150	90	61
A	M	103	103	76	27
B	A	1	1	1	
B	B	50	50	33	17
B	C	113	112	87	26
B	M	75	75	49	26
C	B	8	8	3	5
C	C	128	112	104	24
C	M	130	129	96	34
M	C	30	4	3	1
M	M	30	30	26	4

Adult Plea Disposition Breakdown by Year of Referral:							
Original Plea	2019	2020	2021	2022	2023	2024	Total
A	127	126	88	78	46	11	476
A	24	13	19	14	8	4	82
B	40	46	22	22	9	1	140
C	33	42	31	24	19	2	151
M	30	25	16	18	10	4	103
B	68	44	51	43	24	9	239
A			1				1
B	12	10	10	8	8	2	50
C	35	22	22	21	11	2	113
M	21	12	18	14	5	5	75
C	61	50	60	50	29	16	266
B	2	2	1	1	1	1	8
C	32	19	25	21	21	10	128
M	27	29	34	28	7	5	130
M	16	9	2	4	3		34
C	1	1		2			4
M	15	8	2	2	3		30
Total	272	229	201	175	102	36	1015

Juvenile Data, including for filed cases that do not result in a conviction or are sealed or vacated, is

particularly sensitive and protected by statute (RCW 13.50.050). Accordingly, and in compliance with the Washington State Department of Health guidelines for small numbers on sensitive data, any values less than 10 (including 0) have been redacted and replaced with a “*” **along with any values that would necessarily reveal what a value less than ten would be.**

However, the number of juvenile plea dispositions where the resulting charge was not classified as a “sexual assault” was so small that all of that information had to be redacted from the report. So, the columns for that listed the number of case that were a sexual assault charge at disposition are not included for juveniles.

Juvenile Plea Dispositions:			
Original Filed Class	Plea Disposition Class	Cases	Respondents
A	A	16	16
A	B	*	*
A	C	22	22
A	M	33	33
B	B	*	*
B	C	*	*
B	M	*	*
C	C	*	*
C	M	14	14
M	M	*	*

*Juvenile Data, including that for filed cases that do not result in a conviction or are sealed or vacated, is particularly sensitive and protected by statute (RCW 13.50.050). Accordingly, and in compliance with the [Washington State Department of Health guidelines for small numbers on sensitive data](#), any values less than 10 (including 0) **and any values that would necessarily reveal what a value less than ten would be** have been redacted and replaced with a “*”.

Juvenile Plea Disposition Breakdown by Year of Referral:							
Original Plea	2019	2020	2021	2022	2023	2024	Total
A	23	12	13	13	13	*	*
A	*	*	*	*	*	*	16
B	*	*	*	*	*	*	*
C	*	*	*	*	*	*	22
M	10	*	*	*	*	*	33
B	*	*	*	*	*	*	*
B	*	*	*	*	*	*	*
C	*	*	*	*	*	*	*
M	*	*	*	*	*	*	*
C	*	*	*	*	*	*	22
C	*	*	*	*	*	*	*
M	*	*	*	*	*	*	14
M	*	*	*	*	*	*	*
M	*	*	*	*	*	*	*
Total	26	18	20	25	16	*	*

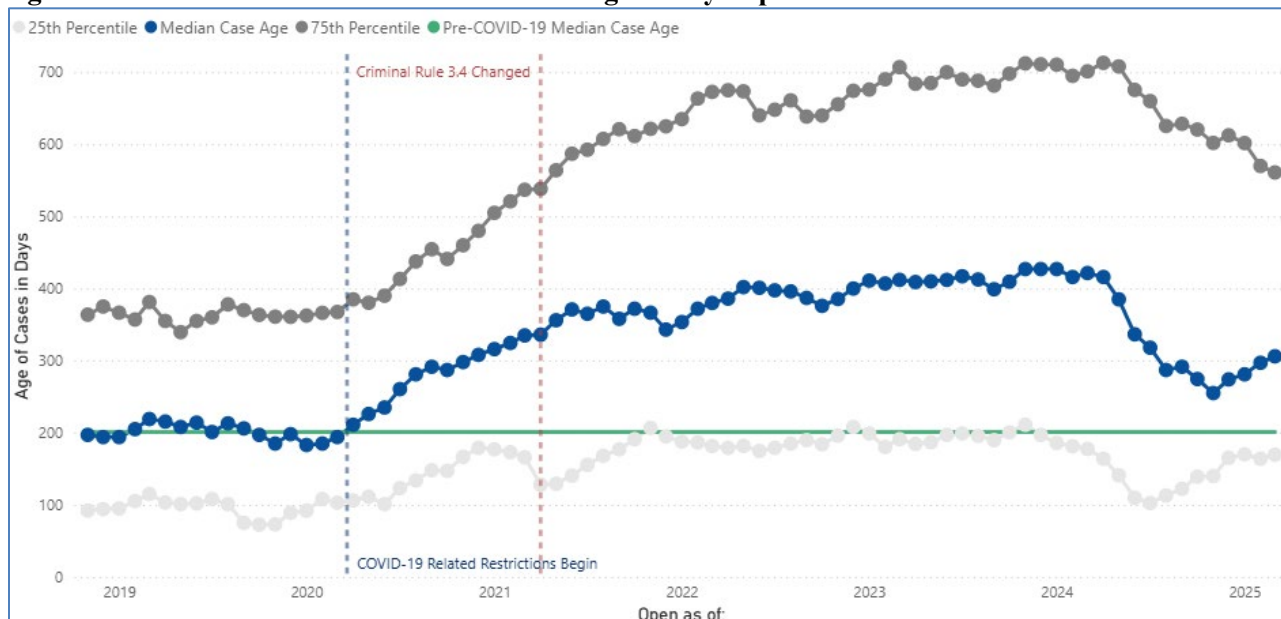
Juvenile Data, including that for filed cases that do not result in a conviction or are sealed or vacated, is particularly sensitive and protected by statute (RCW 13.50.050). Accordingly, and in compliance with the [Washington State Department of Health guidelines for small numbers on sensitive data](#), any values less than 10 (including 0) and any values that would necessarily reveal what a value less than ten would be have been redacted and replaced with a “”.

E. AGE OF THE CASELOAD AND TIME TO DISPOSITION

The PAO measures the age of the pending caseload from the date the case is filed. The age of the pending (also called open) cases gives us a picture of how fast cases are proceeding through the system right now, the trend as to how long cases are pending before resolution, and how many new cases are entering the system relative to the overall caseload. The time to disposition provides you information what happened leading up to the disposition (how fast were cases processed in the past). The time it takes to process a case is influenced by many factors including, but not limited to: the complexity of the case, the engagement of the defendant (generally, a criminal case cannot proceed without the defendant’s participation), defense engagement/strategy, and the court management of the caseload. In recent years, the most significant factors impacting the age of the caseload were the COVID-19 public health restrictions and the changes to Criminal Rule 3.4, which reduced the number of times a defendant had to appear for court and resulted in a reworking of general court processing.

The below visualizes the age of the open and active caseload of sexual assault cases in King County Superior Court over time. The PAOs efforts to resolve older cases and reduce the backlog of sexual assault cases to be filed can be seen in the changes that occurred over 2024.

Age Distribution of Sexual Assault Cases in King County Superior Court



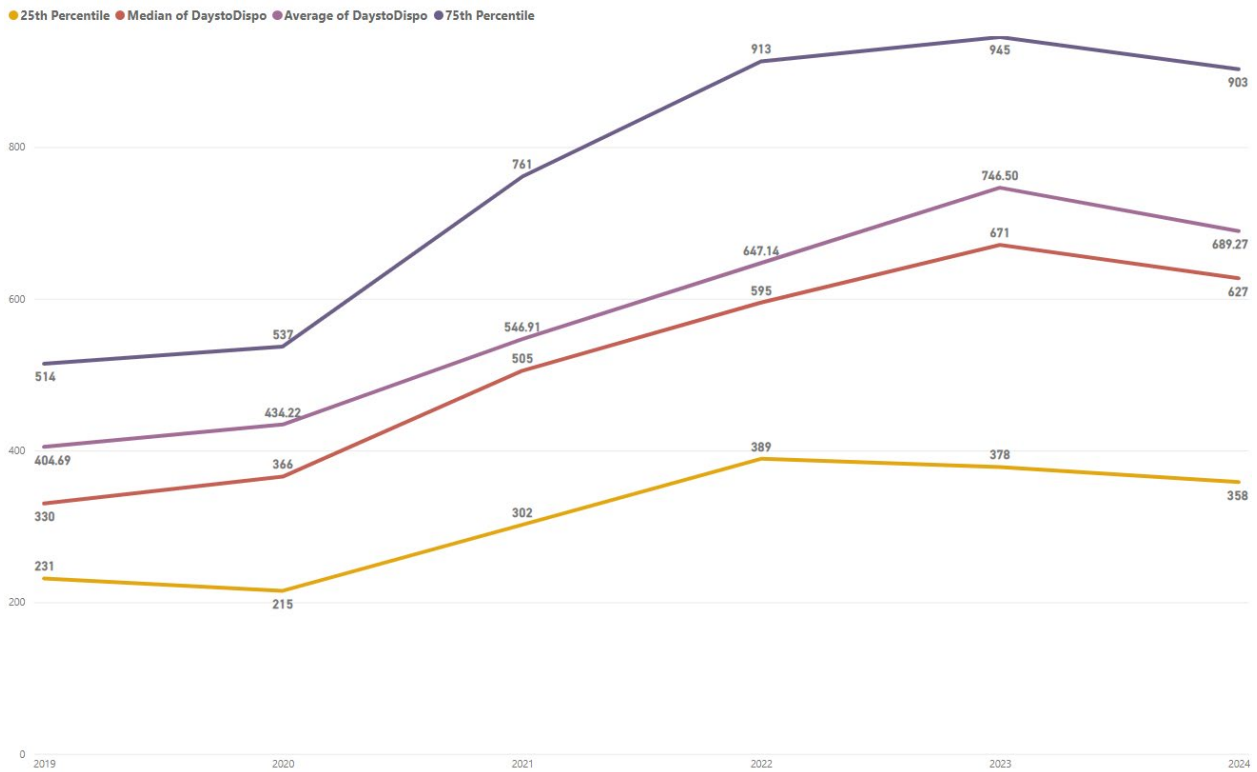
In addition to the overall median age of the caseload pre-Covid-19, the visual displays 3 different measures:

- **25th Percentile**
 - The 25th Percentile is the number of days where 25% of the open cases are that old or less. So, if the 25th Percentile were 68 days, you would know that 25% of the open cases were filed 68 or less days ago and 75% of cases were filed more than 68 days ago.
- **Median Case Age**
 - The Median is the point at which half the cases are older than it and half the cases are younger than it. So, if the median were 140 days, you would know that half the cases were filed less than 140 days ago and half the cases were filed more than 140 days ago.
- **75th Percentile**
 - The 75th Percentile is the number of days where 75% of the open cases are that old or less. So, if the 75th Percentile were 257 days, you would know that 75% of the cases were filed less than 257 days ago and 25% of the cases were filed more than 257 days ago.

These three measures together show a band or range of the ages of the open caseload. As the cases get older and take longer to resolve the values of all three tend to increase and spread out. When a significant number of new cases are filed the 25th Percentile tends to decrease because you have increased the percent of cases that have recently been filed. This can in turn reduce the values for the Median and 75th Percentiles as their portions of the total change. Similar changes can sweep through all three measures when large numbers of cases resolve (depending on the age of the cases that resolved) and when policies or practices change.

A similar trend can be seen in the distribution of the days to disposition for sexual assault cases in King County Superior Court. Unlike the age of the open caseload, which looks at the ages of all open active cases on the first of each month, the days to disposition visual below looks at the cases resolved in each year. This is done to have enough data points to reach significance.

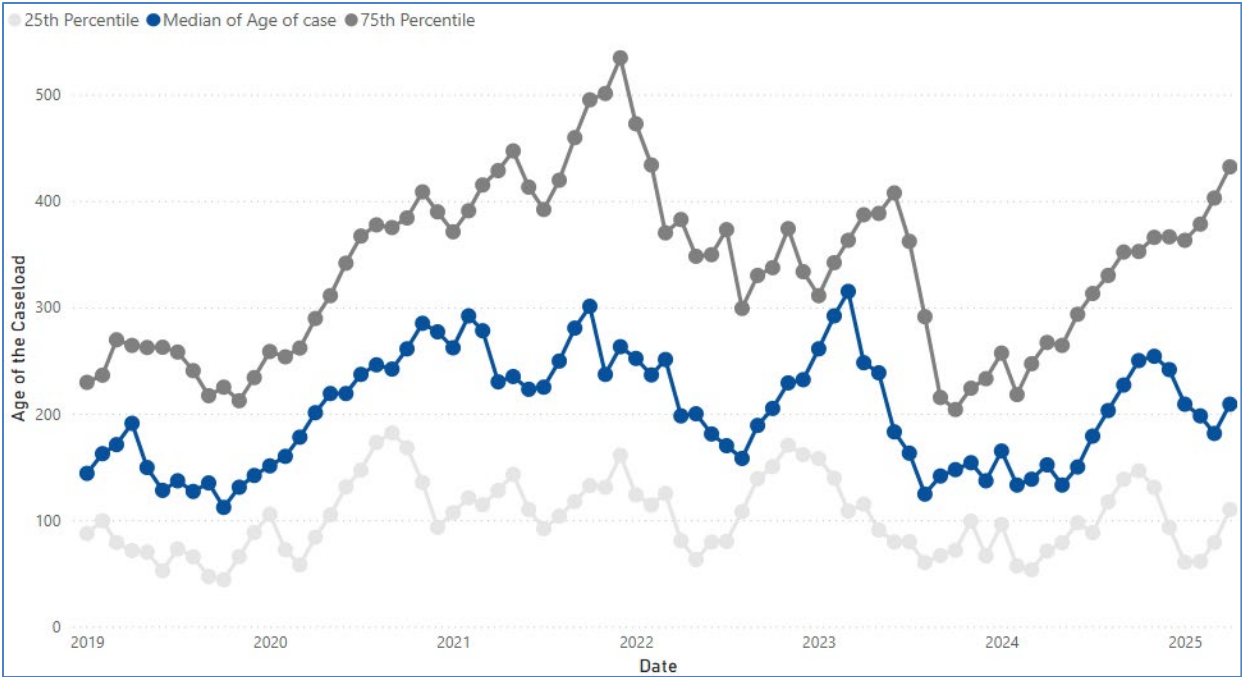
Days to Disposition of Sexual Assault Cases in King County Superior Court by Year of Resolution



The number of open and active sexual assault cases in juvenile court and the number of dispositions of those cases is much smaller than those in adult King County Superior Court.⁵ These small numbers mean that a change in just a few cases or a single respondent returning after a long period of failing to appear can drastically change the distribution of the age of the caseload. As a result, little meaningful information can be drawn from the data, which can be seen in the below visuals showing the age distribution of open and active sexual assault cases in juvenile court and the following visual shows days to disposition.

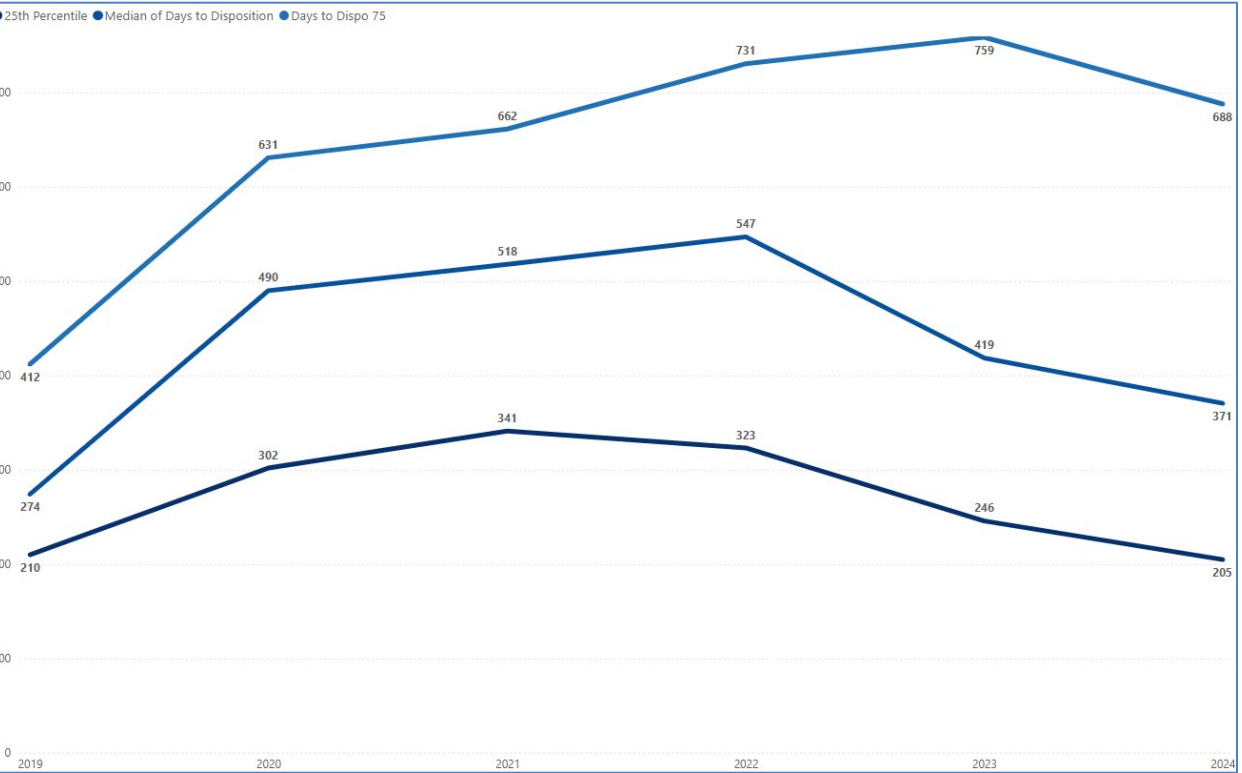
⁵ At times there have been fewer than 30 sexual assault cases pending in juvenile court. In contrast, since Covid-19 in adult King County Superior there has been around 400 to 550 sexual assault cases pending at any given time.

Age Distribution of Sexual Assault Cases in Juvenile Court*



*The statistically small number of cases in juvenile court make it hard to draw reliable conclusions as to trends because changes in just a few cases can drastically impact these values.

Days to Disposition of Sexual Assault Cases in Juvenile Court* by Year of Resolution



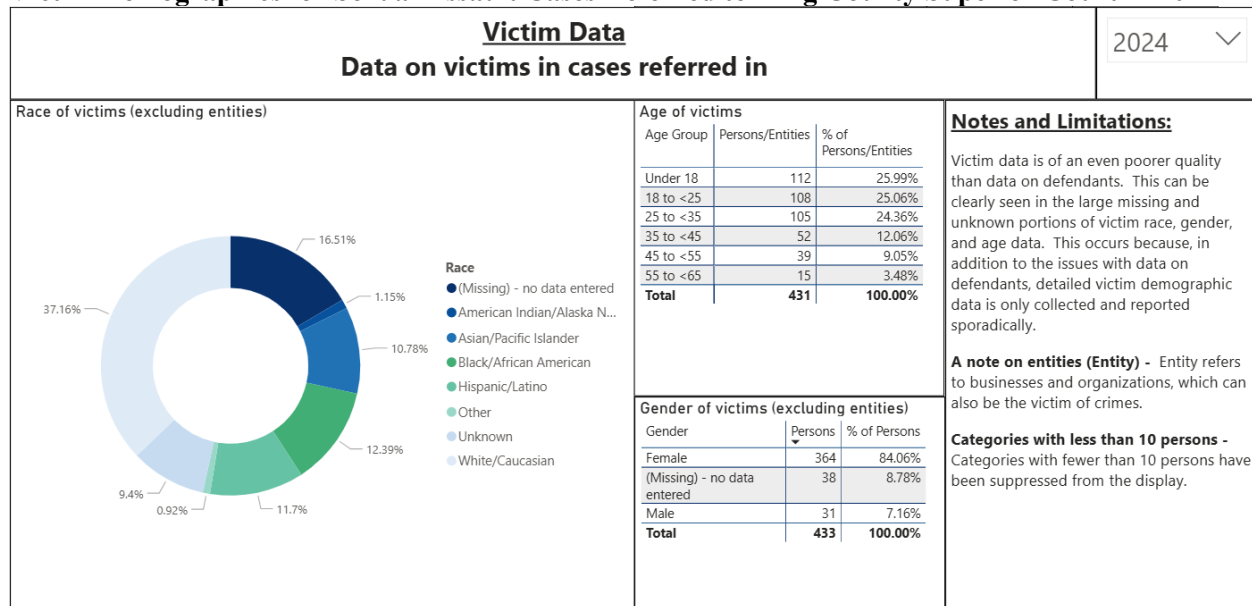
*The statistically small number of cases in juvenile court make it hard to draw reliable conclusions as

to trends because changes in just a few cases can drastically impact these values.

F. VICTIM DEMOGRAPHICS

As noted in the PAO data dashboard, data on victim demographics is often of even poorer quality than that of defendants/respondents. There tends to be relatively high levels of missing data and even lack of any entry of victims, particularly on cases that are referred but not filed. There are many contributing factors to the poor quality of victim demographic data including, sporadic reporting, inconsistent data collection standards across agencies, insufficient funding for victim services, limited capacity of law enforcement and the PAO, and more. The PAO has made efforts to improve the quality of its data on victims; however, challenges remain. This can be seen in the below screenshot from the PAO's data dashboard.

Victim Demographics for Sexual Assault Cases Referred to King County Superior Court in 2024



The victim data on juvenile cases suffers from the same issues outlined above. The below summarizes available data for victims on juvenile court sexual assault cases.

Victim Demographics for Sexual Assault Cases Referred to Juvenile Court 2024

Age Group	Number of Victims	Race	Number of Victims	Gender	Number of Victims
Under 18	180	(Missing) - no data entered	21	Female	147
18 to <25	*	American Indian/Alaska Native	*	Male	43
25 to <35	*	Asian/Pacific Islander	12	Unknown	*
35 to <45	*	Black/African American	20		
45 to <55	*	Hispanic/Latino	17		
55 to <65	*	Other	*		
Over 65	*	Unknown	42		
Unknown	*	White/Caucasian	74		

*Juvenile Data, including that for filed cases that do not result in a conviction or are sealed or vacated, is particularly sensitive and protected by statute (RCW 13.50.050). Accordingly, and in compliance with the [Washington State Department of Health guidelines for small numbers on](#)

sensitive data, any values less than 10 (including 0) **and any values that would necessarily reveal what a value less than ten would be** have been redacted and replaced with a “*”.

The PAO plans to continue its efforts to improve the consistency and quality of the reporting and collection of victim data.

G. TREATMENT PROVIDERS (QUESTION P2 PART E)

The PAO does not partner with sex offender treatment providers in criminal cases and does not refer criminal defendants to providers. When defendants engage in sex offender treatment—either proactively or because it is court required—they work with their attorneys to choose a certified sex offender treatment provider. PAO receives evaluations and treatment updates if they are required to be provided. The PAO does not track treatment referrals or completion rates for those engaged in sex offender treatment because we do not have staffing necessary to do so, we do not necessarily or routinely get information about completion, and the amount of information the PAO receives on violations varies depending on whether the court must rule on a sentence violation or if DOC handles any violations administratively. The Washington State Department of Corrections the Washington State Department of Social Health Services (DSHS) may track treatment referrals and/or completion for those sentenced to DOC or committed as Sexually Violent Predators under RCW 71.09.

H. COMMUNITY-BASED ORGANIZATIONS (P2 PART E.2)

The PAO interacts with many community-based service organizations serving domestic violence and sexual assault survivors. The most formal relationships are with the King County Sexual Assault Resource Center and the City of Seattle Crime Survivors Services, who provides legal advocacy for survivors on sexual assault cases. PAO also works with many other service organizations who provide resources to survivors or raise awareness of issues through smaller, niche efforts with the YWCA and Sexual Violence Law Center.

I. CONTINUOUS IMPROVEMENT (P2 PART F)

The PAO utilizes a continuous improvement model. We regularly review and update our practices as it relates to prosecuting sexual assault cases as part of our day-to-day work. This is done based on experiences of PAO attorneys, employees, and victims as they arise and based the review of our data. Data is always looked at in the context of national standards, best practices, and the daily realities of the work.

The King County Special Assault Protocol, which provides guidelines for cooperative investigations and support of survivors, was last updated in 2021. The PAO is in the process of updating it this year.

The PAO has not conducted surveys of sexual assault survivors.

J. DATA DASHBOARDS (P2 PART F)

The PAO public data dashboard contains data on multiple aspects of sexual assault cases. The data therein is generally updated at least once a month. The PAO work in on data collection and management, including the data dashboard, is primarily limited and constrained by a lack of resources and the sensitivity of the data. Despite the number of detailed data requests increasing annually over

at least the last five years, no meaningful additional resources have been provided to the PAO to improve our capacity for data collection, process redesign, data reporting and analysis, and data sharing and related communication. The PAO uses existing funding for the data collection and management work. As such, our capacity for this data work is extremely limited and must be balanced between many different responsibilities necessary to produce quality data and complete the PAO mission critical tasks. As a result, time available for the PAO to work on the public data dashboard is limited.

K. GENDER BASED VIOLENCE DIVISION RESOURCES (P2 PART F)

As with other areas, the PAO monitors staffing levels of each division and their workload. The PAO makes necessary staffing adjustments based on operation priorities and other emergent needs. Given the PAO current resources (as set by the King Council), and balancing the PAO's other responsibilities, currently, the GBVD has 42 attorneys assigned to it (plus legal service professionals such as paralegals) to handle their workload. However, as noted in the PAO's prior budget requests, the PAO needs additional staffing in many areas.



King County

Metropolitan King County Council Law and Justice Committee

STAFF REPORT

Agenda Item:	5	Name:	Melissa Bailey
Proposed No.:	2025-0138	Date:	June 4, 2025

SUBJECT

Proposed Motion 2025-0138 would acknowledge receipt of a report from the Prosecuting Attorney's Office on sexual assault cases in response to the 2025 Adopted Budget (Ordinance 19861, Section 31, Proviso P2).

SUMMARY

The 2025 Adopted Budget included a proviso that withheld \$100,000 in appropriation authority from the budget for the King County Prosecuting Attorney's Office (PAO or KCPAO). The proviso required the PAO to submit a report on sexual assault cases and a motion that should acknowledge receipt of the report by July 31, 2025.

The PAO transmitted the report and motion on May 1, 2025. The report appears to be responsive to the proviso. It provides the number of sex offense cases referred to the PAO for each year requested (both adult and juvenile cases) and describes the steps that happen between a case being referred to the PAO and ultimately being disposed (resolved) as well as data associated with each step and disposition type. Council passage of the proposed motion would acknowledge receipt of the report and release the \$100,000 of restricted appropriation authority.

BACKGROUND

Proviso Requirement. The 2025 Adopted Budget included a proviso¹ that withheld \$100,000 in appropriation authority from the PAO's budget:

"Of this appropriation, \$100,000 shall not be expended or encumbered until the prosecuting attorney transmits a report on sexual assault cases and a motion that should acknowledge receipt of the report, and a motion acknowledging receipt of the report is passed by the council. The motion should reference the subject matter, the proviso's ordinance, ordinance section, and proviso number in both the title and body of the motion."

¹ Ordinance 19861, Section 31, Proviso P2

The report shall include, but not be limited to:

A. Data on sexual assault cases with adult defendants referred to the prosecuting attorney's office from January 1, 2023, to January 1, 2025, including:

- 1. The number of sexual assault cases referred;*
- 2. Of the cases referred, the number that were charged;*
- 3. Of the cases charged, the number resolved at trial;*
- 4. Of the cases charged, the number resolved through a plea to a lesser charge;*
- 5. Of the cases pleaded to a lesser charge, the most-common lesser charge pleaded;*
- 6. The percentage of sexual assault cases in which the initial charge was never modified;*
- 7. The average wait time from arraignment to trial in sexual assault cases;*
- 8. The number of acquittals after trial for cases charged as sexual assault, and an explanation of how that compares to other types of crime; and*
- 9. Demographic information of victims including race, ethnicity, gender, and age;*

B. Data on sexual assault cases with juvenile respondents referred to the prosecuting attorney's office from January 1, 2023, to January 1, 2025, including:

- 1. The number of sexual assault cases referred;*
- 2. Of the cases referred, the number that were statutorily required to be referred;*
- 3. Of the cases referred, the number that were charged;*
- 4. Of the cases charged, the number resolved at trial;*
- 5. Of the cases charged, the number resolved through a plea to a lesser charge;*
- 6. Of the cases pleaded to a lesser charge, the most-common lesser charge pleaded;*
- 7. The percentage of sexual assault cases in which the initial charge was never modified;*
- 8. Of the cases not statutorily required to be referred, the percentage rate of charging and an explanation of how that compares to other types of crime;*
- 9. The average wait time from arraignment to trial in sexual assault cases;*
- 10. The number of acquittals after trial for cases charged as sexual assault and an explanation of how that compares to other types of crime; and*
- 11. Demographic information of victims including race, ethnicity, gender, and age;*

C. For sexual assault cases with juvenile respondents not filed due to insufficient evidence, describe the steps taken to systemically address the

gathering of sufficient evidence either internally or with external partners; and

D. A copy of the written guidance maintained by the prosecuting attorney's office regarding charging standards for juvenile sexual assault cases;

E. Information on the prosecuting attorney's partnership with sex offender treatment providers and the treatment offered to adult defendants, juvenile respondents, and victims, including:

1. A summary of the prosecuting attorney's office work and partnership with sex offender treatment providers;

2. A summary the prosecuting attorney's office work and partnership with community-based organizations serving domestic violence and sexual assault survivors, including how communication and transparency is developed;

3. A description of the treatment that the prosecuting attorney's office most commonly refers sexual offenders to; and

4. The number of adult defendants and the number of juvenile respondents charged with sexual assault from January 1, 2023, to January 1, 2025, who were referred to sexual offender treatment and the completion rate for each; and

F. Information on data collection, resources, and continuous improvement processes related to the prosecuting attorney's office gender-based violence work, including:

1. A summary of findings related to any surveys of victims of sexual assault conducted by the prosecuting attorney's office;

2. A narrative detailing the last time the prosecuting attorney's office reviewed or revised its practices and charging standards for sexual assault cases, including the date of the review or revision and whether the Aequitas standards were reviewed when performing this work;

3. An explanation of how current the prosecuting attorney's data dashboards are and if there are any gaps in the data dashboards that the prosecuting attorney plans to address;

4. A description of how the resources allocated to the gender-based violence division compares to other divisions of the criminal practice within the prosecuting attorney's office; and

5. A description of the continuous improvement process used, if any, on prosecuting sexual assault cases, including how data is used to identify and address barriers to conviction and the frequency of which the continuous improvement process is applied.

For the purposes of this proviso, "sexual assault cases" include sex offenses as described in chapter 9A.44 RCW. The report requested by this proviso need only include data and information held or reasonably obtained by the prosecuting attorney's office and shall not include any identifying information or other information prohibited from being released by state law.

The prosecuting attorney should electronically file the report and a motion required by this proviso by July 31, 2025, with the clerk of the council, who shall retain an electronic copy and provide an electronic copy to all councilmembers, the council chief of staff, and the lead staff for the law and justice committee or its successor."

ANALYSIS

On May 1, 2025, the PAO transmitted a report in response to the proviso along with a proposed motion that would acknowledge receipt of the report. In addition to acknowledging receipt of the report, Council passage of the proposed motion would release the \$100,000 in restricted appropriation.

Data Context. The proviso report includes background information and context regarding the data provided by the PAO.

Dashboard Data. The PAO reports out cases via its public dashboard² using the umbrella category of "Sexual Assault and Child Abuse" or, for Juvenile Court cases, "Sex Offenses". This work is generally reported out as "cases referred to the PAO by law enforcement" and "work done by the KCPAO" in a specified time period. Per the report, the Council's proviso required a different form of analysis. The data included in the report tracks "cases by year of referral to their ultimate outcome" – so every date listed corresponds to the date the case was referred to the PAO.

Sex Offense Cases. The data in the proviso report includes cases that are defined by RCW 9.94A.030 as sex offenses, and crimes like Assault in the Fourth Degree with Sexual Motivation or Voyeurism in the Second Degree, which are considered sexual assaults, but do not meet the legal definition of sex offense. Where the term "sex offense" is used, that refers to crimes identified by RCW 9.94A.030.

Law Enforcement Referrals. The report notes that the PAO (and other prosecuting attorney offices in Washington state) are not investigative agencies. Instead, sexual assault cases are investigated by law enforcement who then formally submit cases to the PAO for review. According to the report, law enforcement typically submits a case to the PAO under one of the following circumstances:

1. They believe charges should be filed;
2. They would like legal review of an investigation but are not recommending charges; or
3. They are required by law to submit the case even though they do not believe charges should be filed (often referred to as "Statutory Referrals").

² PAO's Data Dashboard [\[LINK\]](#)

PAO Review. Prosecutors review referred cases to determine if there is sufficient legally admissible evidence to support the charges as outlined by state law. They also determine whether the case meets the PAO's Filing and Dispositions Standards in light of the evidence presented.³ Per the report, it takes time to determine the appropriate course of action and the amount of time it takes to conduct the review can vary depending on the complexity of the case, the amount of evidence presented, whether follow up investigation is required, and other factors. A case may not have a filing decision in the same year it is referred. Similarly, if a case is filed with the Court, it may not be resolved (reach a disposition) in the same year that it was referred to the PAO or filed with the Court.

Subsection A Requirements. Subsection A required *data on sexual assault cases with adult defendants referred to the prosecuting attorney's office from January 1, 2023, to January 1, 2025, including:*

A.1. The number of sexual assault cases referred;

The report provides the number of referred sexual assault cases by year in Adult and Juvenile Court (see Table 1). This staff report will refer to adult and juvenile cases; however, it should be noted that some juveniles may be included in "Adult Superior Court" cases.⁴

Table 1. Number of Referred Sexual Assault Cases⁵

Court	2019	2020	2021	2022	2023	2024	TOTAL
Adult Superior Court	1,093	1,039	894	942	1,099	1,181	6,248
Juvenile Court	233	168	165	221	214	232	1,233
Total	1,326	1,207	1,059	1,163	1,313	1,413	7,481

A.2. Of the cases referred, the number that were charged;

The report explains that each case referral can have one of several filing outcomes. Table 2 shows filing outcomes for cases involving adult suspects, including the number of cases that were charged (filed).

³ King County Prosecuting Attorney's Office Filing and Disposition Standards [\[LINK\]](#)

⁴ RCW 13.40.110. Some juvenile respondents may have their case transferred to adult court depending on factors such as their age and the charges filed.

⁵ Table on page 7 of the proviso report. This table includes all cases referred but categorizes them by which court the case was/would have been filed in. The PAO states that they generally know which court will hear a case depending on the age of the defendant/respondent and the charges being considered.

Table 2. Filing Outcomes for Referred Sexual Assault Cases – Adults⁶

Filing Decision/Outcome	2019	2020	2021	2022	2023	2024	TOTAL
Declined ⁷	418	417	313	307	308	294	2,057
Filed ⁸	405	370	347	307	285	283	1,997
Statutory Referral Only ⁹	268	248	230	320	477	521	2,064
Merged into another case ¹⁰	2	4	3	7	18	21	55
Under Review ¹¹			1	1	11	62	75
Total Cases Referred	1,093	1,039	894	942	1,099	1,181	6,248

A.3. Of the cases charged, the number resolved at trial;

Table 3 shows filed adult case dispositions, including the number resolved at trial, based on the year of law enforcement referral (not the year of the disposition). As previously mentioned, cases are often referred in one year but resolved in another. Therefore, the report cautions against using this table to analyze the number of pleas, dismissals, or trials in any given calendar year.

According to the report, a case is only counted as being disposed once (even when there are multiple charges in a single case). Dispositions are categorized by the most consequential or impactful disposition in the case. For example, if a defendant is charged with two different crimes in one case and pleads guilty to one crime and has the other dismissed, the case would count as one plea (not one plea and one dismissal).

⁶ Taken from the table on top of page 10 of the proviso report. In consultation with the PAO, some of the numbers have been updated to correct errors in the report.

⁷ The PAO determines it will not or cannot file charges. Charges are declined when there is insufficient admissible evidence to prove a felony crime beyond a reasonable doubt, or when the case does not meet the Filing and Disposition Standards. The glossary included in the PAO's data dashboard provides more information on the different reasons a case may be declined. [\[LINK\]](#)

⁸ A case is filed when the PAO formally files paperwork with the Court alleging one or more persons committed a crime(s) and a judge finds there is probable cause to believe a crime was committed.

⁹ Refers to RCW 26.44.030, which requires law enforcement to submit certain cases to prosecutors regardless of whether they believe charges should or can be filed. A case is only counted as SRO when the PAO has finished its review and agrees with law enforcement that charges should not be filed.

¹⁰ A case can be "merged into another case" in certain instances where a defendant has two or more closely related cases and it is legally appropriate to combine them. When this occurs, one case will have another filing decision outcome (filed, declined, or SRO) and the other(s) will be listed as having been merged into another case.

¹¹ This may be cases awaiting additional investigation from law enforcement before a filing decision can be made or declined cases that have been reopened. In these situations, the case returns to "under review" status and the referral date will be the original referral date, not the date the case was reopened.

**Table 3. Status of Filed Adult Cases by
the year the case was referred to the PAO¹²**

Status of Filed Adult Cases	Year Case was Referred to PAO						TOTAL
	2019	2020	2021	2022	2023	2024	
Trial ¹³	38	38	19	12	3	1	111
Plea ¹⁴	272	229	201	175	102	36	1,015
Dismissal ¹⁵	61	57	66	46	31	14	275
Open ¹⁶	34	46	61	74	149	232	596
Total Adult Cases Filed	405	370	347	307	285	283	1,997

A.4. Of the cases charged, the number resolved through a plea to a lesser charge;

Table 3 above shows the total number of adult cases referred from 2019 through 2024 that were filed (1,997 cases) and the total number of those resolved by plea (1,015 cases). Per the report, 742 of these cases were resolved by a plea to a lesser class of offense.

For more detail, the report provides two tables that show cases resolved by a plea, displayed by the most serious class of offense that was originally filed (labeled “Original File Class”) and the most serious class of offense that was pleaded guilty to (labeled “Plea Disposition Class”). Table 4 shows this information for all years compiled (2019 through 2024) and Table 5 breaks the information down by year. For Table 4, the PAO also attempted to calculate how many cases resulted in a plea to a “sexual assault”

¹² Taken from the table on the top of page 13 of the proviso report.

¹³ Any case resolved by a trial is counted as a trial regardless of the verdict (guilty, not guilty, or a mix). Per the report, the PAO does this so not to unduly characterize or incentivize convictions or long prison sentences as “wins”.

¹⁴ The adult defendant or juvenile respondent pleads guilty to one or more crimes. The report notes that a plea is not always a reduced charge -- a defendant or respondent could plea to a less serious crime than what they were originally charged with, may have some charges dismissed, or could involve pleading guilty to the crime(s) they were originally charged with.

¹⁵ A case may be dismissed upon a motion by the PAO, defense, or the court. The dismissal of a case or crimes means that the defendant is no longer charged with the crime and the legal case is ended. The report states some cases are dismissed to be referred to, or upon completion of, an alternative program such as Mental Health Court, Drug Court, or Veteran's Court, but that does not mean the case goes away. In these types of circumstances, the case is handled in the alternative, therapeutic courts. If an individual does not complete the alternative, therapeutic court requirements and conditions, the Superior Court felony case can resume. Similarly, a case may be dismissed when the Court finds the defendant incompetent to stand trial. These types of dismissals can come with an order for the defendant to be sent to Western State Hospital for civil commitment (mandatory treatment). If the defendant's competency is restored, the PAO may refile the criminal case

¹⁶ Cases not yet resolved are listed as “open”. Per the report, cases may be open because the defendant failed to appear for court for a substantial period (a criminal case generally cannot proceed without the defendant's presence) or other complications may have prevented a disposition.

offense (see the “SA at Disposition” column) and how many cases did not involve a plea to a “sexual assault” offense (see the “Not SA at Disposition” column).¹⁷

For reference, the classes involved are A, B, C, and M (in order of severity):

- A refers to Class A felonies. Class A felonies are the most serious alleged offenses and can include sex offenses and non-sex offenses. Some common sex offense Class A felonies include Rape in the First Degree, Indecent Liberties (with force), Rape of a Child in the First or Second Degree, and Child Molestation in the First Degree. A conviction of a class A felony could result in a sentence of life imprisonment, a fine of up to \$50,000, or both.
- B refers to Class B felonies. Class B felonies include sex offenses and non-sex offenses. Some common Class B felonies include Rape in the Second Degree, Indecent Liberties (without force), and Child Molestation in the Third Degree. A conviction of a Class B felony can result in imprisonment of up to ten years, a fine of up to \$20,000, or both.
- C refers to Class C felonies. These can include sex offenses and non-sex offenses. Some common sex offense Class C felonies include Rape in the Third Degree, Rape of a Child in the Third Degree, and Child Molestation in the Third Degree. A conviction of a Class C felony could result in up to five years in prison, a fine up to \$10,000, or both.
- M refers to gross misdemeanors and misdemeanors. These can include sex offenses and non-sex offenses. Some common Sexual Assault Unit gross misdemeanor crimes are Communicating with a Minor for Immoral Purposes, Assault in the Fourth Degree with Sexual Motivation, and Sexual Misconduct with a Minor in the Second Degree. Gross misdemeanors carry a maximum sentence of 364 days in jail, a fine up to \$5,000, or both. Misdemeanors carry a maximum sentence of 90 days in jail, a fine up to \$1,000, or both.

¹⁷ This information was originally requested by a similar budget proviso in the 2023-2024 Budget (Ordinance 19546, Section 31, as amended by Ordinance 19791, Section 9, Proviso P2). See Proposed Motion 2025-0037 for more information.

Table 4. Total Adult Plea Dispositions (2019-2024)¹⁸

Original Filed Class	Plea Disposition Class	Cases	Defendants	SA at Disposition¹⁹	Not SA at Disposition²⁰
A	A	82	81	78	4
A	B	140	140	99	41
A	C	151	150	90	61
A	M	103	103	76	27
B	A	1	1	1	
B	B	50	50	33	17
B	C	113	112	87	26
B	M	75	75	49	26
C	B	8	8	3	5
C	C	128	112	104	24
C	M	130	129	96	34
M	C	4	4	3	1
M	M	30	30	26	4
TOTAL		1,015	995	745	270

¹⁸ Taken from the table on the top of page 15 of the report. After talking with the PAO, this table is updated to address errors in the report that showed the incorrect number of cases that went from M to C.

¹⁹ Sexual Assault (SA) refers to sex offenses that require sex offender registration upon conviction. RCW 9.94A.030(47) defines crimes that qualify as sex offenses.

²⁰ Per the report, some of the cases in the “NOT SA” column were resolved with charges that reflect the sexual nature of the crime, even though they do not qualify as sex offenses. For example, a defendant may plead guilty to Assault in the Second Degree (a class B felony “strike” offense) with the admission that the defendant assaulted the victim with the intent to commit the crime of rape. In this example, a disposition would be counted in the “NOT SA” column.

Table 5. Adult Plea Dispositions by Year of Referral²¹

Original/ Plea	2019	2020	2021	2022	2023	2024	Total
A	127	126	88	78	46	11	476
A	24	13	19	14	8	4	82
B	40	46	22	22	9	1	140
C	33	42	31	24	19	2	151
M	30	25	16	18	10	4	103
B	68	44	51	43	24	9	239
A			1				1
B	12	10	10	8	8	2	50
C	35	22	22	21	11	2	113
M	21	12	18	14	5	5	75
C	61	50	60	50	29	16	266
B	2	2	1	1	1	1	8
C	32	19	25	21	21	10	128
M	27	29	34	28	7	5	130
M	16	9	2	4	3		34
C	1	1		2			4
M	15	8	2	2	3		30
Total	272	229	201	175	102	36	1,015

A.5. Of the cases pleaded to a lesser charge, the most-common lesser charge pleaded;

Based on the information provided in Tables 4 and 5, it appears that if the initial charge was a Class A or Class B Felony, the most common lesser classification pleaded was a Class C felony. For those initially charged with a Class C felony, it was a fairly even split between the number who plea to a Class C felony and the number who plea down to a misdemeanor. The PAO would caution against this type of analysis stating that every case is unique and reviewed individually.

²¹ Taken from the table on page 15 of the report.

A.6. The percentage of sexual assault cases in which the initial charge was never modified;

According to the PAO, "this is not feasible to measure with current resources. Cases can have multiple charges, each of which may or may not change over the pendency of the case. These types of cases receive and need a more individualized review." Using data in Table 4, Council staff estimates that 28.6% of cases with a plea disposition did not modify the original filed class; however, the PAO notes that the initial charges can be modified but still be within the same classification.

A.7. The average wait time from arraignment to trial in sexual assault cases;

The report includes graphs that look at the number of days to disposition and the age distribution of cases from 2019 through 2024 (see pages 19 and 18 of the report, respectively).

The average number of days from when an adult case was filed to disposition climbed from about 404 days in 2019 to 746 days in 2023 and then fell back down to 689 days in 2024 (about an 8% decrease from 2023 and 70% higher than pre-pandemic levels).

For the age distribution of cases, the graph shows the age of open and active cases over time and a growing backlog over the last few years. Starting in 2024, however, the PAO has been able to resolve older cases and reduce the backlog of sexual assault cases to be filed bringing the age of open cases nearer to pre-pandemic levels.

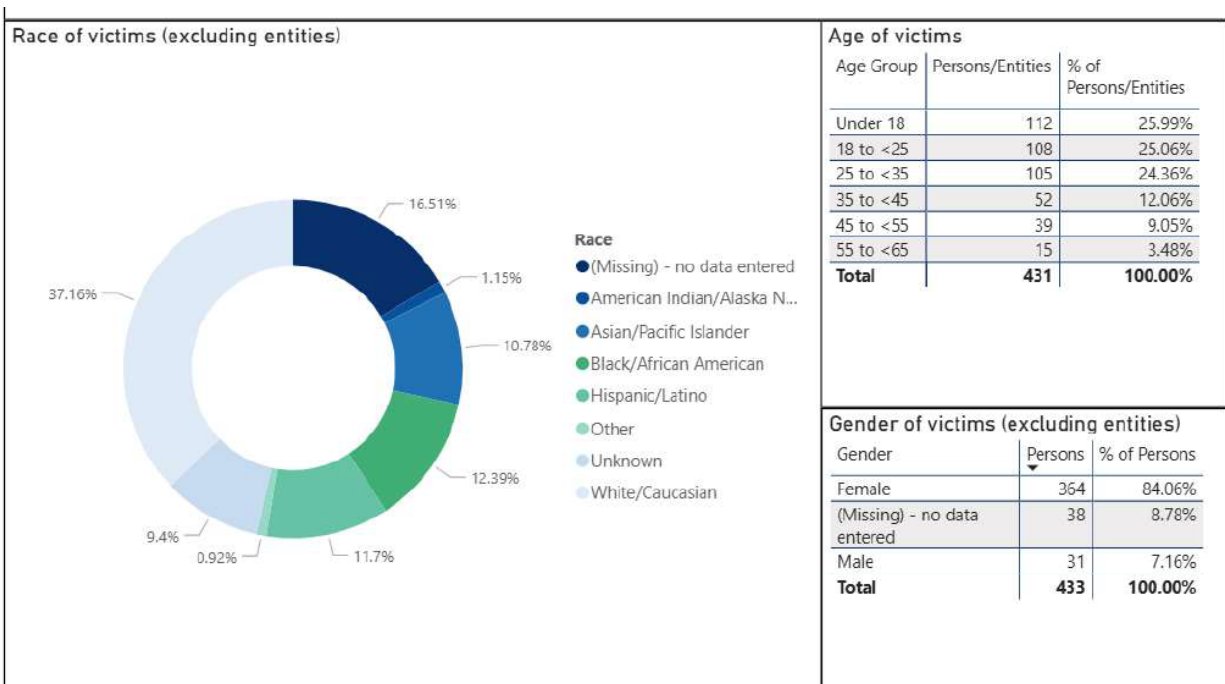
A.8. The number of acquittals after trial for cases charged as sexual assault, and an explanation of how that compares to other types of crime; and

Per the report, the PAO does not report the outcome of trials because they do not want to unduly characterize or incentivize convictions or long prison sentences as "wins." DPAs are directed and encouraged to pursue the just result in an ethical manner, rather than simply seek convictions. Any case that is resolved by a trial is counted as a trial, regardless of whether the verdict was guilty, not guilty, or a mix.

A.9. Demographic information of victims including race, ethnicity, gender, and age;

This information can be found on the PAO's data dashboard. The report includes a snapshot from 2024 (see Figure 1 below), and notes that: "data on victim demographics is often of even poorer quality than that of defendants/respondents. There tends to be relatively high levels of missing data and even lack of any entry of victims, particularly on cases that are referred but not filed. There are many contributing factors to the poor quality of victim demographic data including, sporadic reporting, inconsistent data collection standards across agencies, insufficient funding for victim services, limited capacity of law enforcement and the PAO, and more. The PAO has made efforts to improve the quality of its data on victims; however, challenges remain."

Figure 1. Victim Demographics for Sexual Assault Cases Referred to King County Superior Court in 2024 – Adult²²



Subsection B Requirements. Subsection B required *data on sexual assault cases with juvenile respondents referred to the prosecuting attorney's office from January 1, 2023, to January 1, 2025, including:*

B.1. The number of sexual assault cases referred;

As mentioned previously, the report provides the number of referred sexual assault cases by year in Adult and Juvenile Court (see Table 6) although some juveniles may be included in "Adult Superior Court" cases.²³

Table 6. Number of Referred Sexual Assault Cases²⁴

Court	2019	2020	2021	2022	2023	2024	TOTAL
Adult Superior Court	1,093	1,039	894	942	1,099	1,181	6,248
Juvenile Court	233	168	165	221	214	232	1,233
Total	1,326	1,207	1,059	1,163	1,313	1,413	7,481

²² Figure taken from page 21 of the proviso report.

²³ RCW 13.40.110. Some juvenile respondents may have their case transferred to adult court depending on factors such as their age and the charges filed.

²⁴ Table on page 7 of the proviso report (and same as Table 1 in this staff report).

B.2. Of the cases referred, the number that were statutorily required to be referred;

Table 7 shows filing outcomes for cases involving juvenile suspects, including the number of cases that were statutorily required to be referred (481 cases).

According to the report, juvenile data is sensitive and protected by state law. As a result, and in compliance with the Washington State Department of Health guidelines for small numbers of sensitive data, any values less than 10 (including 0) – and any values that would necessarily reveal what a value less than 10 would be – have been redacted and replaced with a “*” in the report.

Table 7. Filing Outcomes for Referred Sexual Assault Cases – Juveniles²⁵

Filing Decision/Outcome	2019	2020	2021	2022	2023	2024	TOTAL
Declined	81	40	39	51	69	106	386
Filed	88	51	49	47	43	41	319
Statutory Referral Only	58	71	73	115	92	72	481
Legally Required Misdemeanor Diversion ²⁶	*	*	*	*	10	*	*
Under Review	*	*	*	*	*	*	*
Total Cases Referred	233	168	165	221	214	232	1,233

B.3. Of the cases referred, the number that were charged;

Table 7 above shows the number of sexual assault cases with juvenile suspects referred between 2019 through 2024 (1,233 cases) and, of that total, the number that were filed (319 cases). Per the report, there are different procedural rules and legal requirements for referrals involving juvenile suspects. For example, per state law, charges generally cannot be brought when the suspect is under twelve years old.²⁷ Additionally, in some cases, the PAO is statutorily required to divert the case away from formal prosecution – known as “legally required misdemeanor diversion”.

²⁵ Table on bottom of page 10 of the proviso report. The report notes juvenile data, particularly for cases not filed with the Court, is sensitive and protected by state law. As a result, and in compliance with the Washington State Department of Health guidelines for small numbers of sensitive data [\[LINK\]](#), any values less than 10 (including 0) – and any values that would necessarily reveal what a value less than 10 would be – have been redacted and replaced with a “*” in the report.

²⁶ PAO is statutorily required to divert the case away from formal prosecution when allegations involve *misdemeanor* level conduct and the referral is the juvenile’s first legal referral. According to the report, in this type of diversion, the juvenile suspect is referred to Superior Court probation, where they are required to engage in treatment or other programming. The report states there is no statutory authority to divert a *felony* sex offense, and the PAO does not, under any circumstance, divert felony sex offenses involving juvenile suspects.

²⁷ RCW 9A.04.050. The PAO’s dashboard includes the number of juvenile suspects under 12 years old.

B.4. Of the cases charged, the number resolved at trial;

Table 8 shows filed juvenile case dispositions, including the number resolved at trial (16 cases of the 319 cases filed have been resolved by trial).

As previously mentioned, this is based on the year of law enforcement referral (not the year of the disposition). Cases are often referred in one year but resolved in another. Therefore, the report cautions against using this table to analyze the number of pleas, dismissals, or trials in any given calendar year.

**Table 8. Status of Filed Juvenile Cases
by the year the case was referred to the PAO²⁸**

Status of Filed Juvenile Cases	Year Case was Referred to PAO						TOTAL
	2019	2020	2021	2022	2023	2024	
Trial	*	*	*	*	*	*	16
Plea	26	18	20	26	16	*	*
Dismissal	19	*	*	10	*	*	49
Deferred Disposition ²⁹	35	18	16	*	*	*	81
Post-Filing Diversion ³⁰	*	*	*	*	*	*	*
Open	*	*	*	*	18	32	50
Total Juvenile Cases Filed	88	51	49	47	43	41	319

B.5. Of the cases charged, the number resolved through a plea to a lesser charge;

Table 8 above shows the total number of juvenile cases referred from 2019 through 2024 that were filed (319 cases) and the total number of those cases resolved by plea (at least 106 but no more than 115 cases). Given much of the data has been redacted, council staff can only estimate the number of cases resolved by a plea to a lesser class of offense (at least 69 but no more than 96 cases).

²⁸ Taken from the table on the bottom of page 13 of the proviso report. Per the report, juvenile data, particularly for cases not filed with the Court, is sensitive and protected by state law. As a result, and in compliance with the Washington State Department of Health guidelines for small numbers of sensitive data [\[LINK\]](#), any values less than 10 (including 0) – and any values that would necessarily reveal what a value less than 10 would be – have been redacted and replaced with a “*” in the report.

²⁹ Outcome set forth in state statute (RCW 13.40.127) where a guilty finding is entered and the imposition of sentence is deferred for some period of supervision. If the juvenile successfully completes the conditions of supervision, then the court may dismiss the guilty finding.

³⁰ Charges were initially filed into Juvenile Court, but the parties agree to resolve the case as a diversion rather than as a formal, legal adjudication. According to the report, these types of resolutions usually involve cases that would otherwise be eligible for diversion as the time of charging; however, the PAO chose to formally file charges instead of diverting the case up front to have more control over the intervention/outcome.

Like for adult cases, the report provides two tables that show cases resolved by a plea, displayed by the most serious class of offense that was originally filed (labeled “Original File Class”) and the most serious class of offense that was pleaded guilty to (labeled “Plea Disposition Class”). Table 9 shows this information for all years compiled (2019 through 2024) and Table 10 breaks the information down by year. Much of the data has been redacted to comply with state law and the Washington State Department of Health guidelines previously mentioned.

Table 9. Total Juvenile Plea Dispositions (2019-2024)³¹

Original Filed Class	Plea Disposition Class	Cases	Respondents
A	A	16	16
A	B	*	*
A	C	22	22
A	M	33	33
B	B	*	*
B	C	*	*
B	M	*	*
C	C	*	*
C	M	14	14
M	M	*	*

³¹ Taken from the table on page 16 of the report. Per the report, juvenile data, particularly for cases not filed with the Court, is sensitive and protected by state law. As a result, and in compliance with the Washington State Department of Health guidelines for small numbers of sensitive data [\[LINK\]](#), any values less than 10 (including 0) – and any values that would necessarily reveal what a value less than 10 would be – have been redacted and replaced with a “*” in the report.

Table 10. Juvenile Plea Dispositions by Year of Referral³²

Original/ Plea	2019	2020	2021	2022	2023	2024	Total
A	23	12	13	13	13	*	*
A	*	*	*	*	*		16
B	*	*	*	*	*	*	*
C	*	*	*	*	*	*	22
M	10	*	*	*	*	*	33
B	*	*	*	*	*	*	*
B	*	*	*	*	*	*	*
C	*	*	*	*	*	*	*
M	*	*	*	*	*	*	*
C	*	*	*	*	*	*	22
C	*	*	*	*	*	*	*
M	*	*	*	*	*	*	14
M	*	*	*	*	*	*	*
M	*	*	*	*	*	*	*
Total	26	18	20	25	16	*	*

B.6. Of the cases pleaded to a lesser charge, the most-common lesser charge pleaded;

Based on the information provided in Tables 9 and 10, it appears that if the initial charge was a Class A or Class C felony, the most common lesser classification pleaded was a misdemeanor; however, much of the data is missing. The PAO would caution against this type of analysis stating that every case is unique and reviewed individually.

B.7. The percentage of sexual assault cases in which the initial charge was never modified;

According to the PAO, "this is not feasible to measure with current resources. Cases can have multiple charges, each of which may or may not change over the pendency of the case. These types of cases receive and need a more individualized review." Given

³² Taken from the table on page 17 of the report. Per the report, juvenile data, particularly for cases not filed with the Court, is sensitive and protected by state law. As a result, and in compliance with the Washington State Department of Health guidelines for small numbers of sensitive data [\[LINK\]](#), any values less than 10 (including 0) – and any values that would necessarily reveal what a value less than 10 would be – have been redacted and replaced with a “*” in the report.

the limited data provided, council staff was unable to estimate the percentage of cases resolved by plea in which the original filed class was not modified. And, as previously mentioned, the PAO cautions that initial charges can be modified but still be within the same classification.

B.8. Of the cases not statutorily required to be referred, the percentage rate of charging and an explanation of how that compares to other types of crime;

According to Table 7 in this staff report, 433 of the 1,233 sexual assault cases with juvenile suspects referred to the PAO between 2019 through 2024 were statutorily required to be referred. Of the remaining 752 cases, 319 were filed (42.4%). The PAO states that this number varies year over year.

The report did not provide an explanation of how this compares to other types of crimes, but it did point to the King County Auditor's 2020 audit of sex offense cases, which looked at data over a three and a half year period and found that King County fell within the wide range of national estimates for rape prosecution and conviction rates.³³

B.9. The average wait time from arraignment to trial in sexual assault cases;

The report includes graphs that look at the number of days to disposition and the age distribution of cases from 2019 through 2024 (see page 20 of the report). The PAO caveats this data by noting that the "statistically small number of cases in Juvenile Court make it hard to draw reliable conclusions as to trends because changes in just a few cases can drastically impact these values".

The median number of days from when a juvenile case was filed to disposition climbed from about 274 days in 2019 to 547 days in 2022 and then fell back down to 371 days in 2024 (about 35.4% higher than pre-pandemic levels).

B.10. The number of acquittals after trial for cases charged as sexual assault and an explanation of how that compares to other types of crime; and

Per the report, the PAO does not report the outcome of trials because they do not want to unduly characterize or incentivize convictions or long prison sentences as "wins." DPAs are directed and encouraged to pursue the just result in an ethical manner, rather than simply seek convictions. Any case that is resolved by a trial is counted as a trial, regardless of whether the verdict was guilty, not guilty, or a mix.

³³ King County Auditor's Office. *Sex Offense Cases: Some Victims and Their Cases May be Harmed by Gaps*. July 22, 2020. [\[LINK\]](#)

B.11. Demographic information of victims including race, ethnicity, gender, and age;

Victim information for juvenile cases is not included on the PAO data dashboard. The report includes a snapshot from 2024 (see Table 11 below), and the same caveat applies to the juvenile data: "the data on victim demographics is often of even poorer quality than that of defendants/respondents. There tends to be relatively high levels of missing data and even lack of any entry of victims, particularly on cases that are referred but not filed. There are many contributing factors to the poor quality of victim demographic data including, sporadic reporting, inconsistent data collection standards across agencies, insufficient funding for victim services, limited capacity of law enforcement and the PAO, and more. The PAO has made efforts to improve the quality of its data on victims; however, challenges remain."

**Table 11. Victim Demographics for Sexual Assault
Cases Referred to Juvenile Court in 2024**

Age Group	No. of Victims	Race	No. of Victims	Gender	No. of Victims
Under 18	180	(Missing) – no data entered	21	Female	147
18 to <25	*	American Indian / Alaskan Native	*	Male	43
25 to <35	*	Asian / Pacific Islander	12	Unknown	*
35 to <45	*	Black / African American	20		
45 to <55	*	Hispanic / Latino	17		
55 to <65	*	Other	*		
Over 65	*	Unknown	42		
Unknown	*	White / Caucasian	74		

Subsection C Requirements. Subsection C required the following:

C. For sexual assault cases with juvenile respondents not filed due to insufficient evidence, describe the steps taken to systemically address the gathering of sufficient evidence either internally or with external partners; and

The PAO notes that it is not an investigative agency. The PAO may request additional information from law enforcement before making a filing decision; however, there is no requirement for law enforcement to act on a PAO request and sometimes, even with excellent police work, that evidence is not available. The report states that declined cases can be reopened if new evidence is presented, which frequently happens after law enforcement has completed necessary and/or additional investigation.

Subsection D Requirements. Subsection D required the following:

D. A copy of the written guidance maintained by the prosecuting attorney's office regarding charging standards for juvenile sexual assault cases;

The PAO points to the Filing and Dispositions Standards stating that the burden of proof is the same for adult and juvenile cases. The report also notes that there are some statutory requirements that make juvenile cases different. For example, per state law, charges generally cannot be brought when the suspect is under twelve years old.³⁴ Additionally, in some cases, the PAO is statutorily required to divert the case away from formal prosecution – known as “legally required misdemeanor diversion”.

Subsection E Requirements. Subsection E required the following:

E. Information on the prosecuting attorney's partnership with sex offender treatment providers and the treatment offered to adult defendants, juvenile respondents, and victims, including:

E.1. A summary of the prosecuting attorney's office work and partnership with sex offender treatment providers;

According to the report, the "PAO does not partner with sex offender treatment providers in criminal cases and does not refer criminal defendants to providers. When defendants engage in sex offender treatment—either proactively or because it is court required—they work with their attorneys to choose a certified sex offender treatment provider. PAO receives evaluations and treatment updates if they are required to be provided. The PAO does not track treatment referrals or completion rates for those engaged in sex offender treatment because we do not have staffing necessary to do so, we do not necessarily or routinely get information about completion, and the amount of information the PAO receives on violations varies depending on whether the court must rule on a sentence violation or if DOC handles any violations administratively. The Washington State Department of Corrections the Washington State Department of Social Health Services (DSHS) may track treatment referrals and/or completion for those sentenced to DOC or committed as Sexually Violent Predators under RCW 71.09."

E.2. A summary [of] the prosecuting attorney's office work and partnership with community-based organizations serving domestic violence and sexual assault survivors, including how communication and transparency is developed;

From the report, the "PAO interacts with many community-based service organizations serving domestic violence and sexual assault survivors. The most formal relationships are with the King County Sexual Assault Resource Center and the City of Seattle Crime Survivors Services, who provides legal advocacy for survivors on sexual assault cases. PAO also works with many other service organizations who provide resources to survivors or raise awareness of issues through smaller, niche efforts with the YWCA and Sexual Violence Law Center."

³⁴ RCW 9A.04.050. The PAO's dashboard includes the number of juvenile suspects under 12 years old.

E.3. A description of the treatment that the prosecuting attorney's office most commonly refers sexual offenders to; and

The PAO does not refer sex offenders to treatment. See the response to E.1.

E.4. The number of adult defendants and the number of juvenile respondents charged with sexual assault from January 1, 2023, to January 1, 2025, who were referred to sexual offender treatment and the completion rate for each;

The PAO does not refer sex offenders to treatment or track this information. See the response to E.1.

Subsection F Requirements. Subsection F of the proviso required the following:

F. Information on data collection, resources, and continuous improvement processes related to the prosecuting attorney's office gender-based violence work, including:

F.1. A summary of findings related to any surveys of victims of sexual assault conducted by the prosecuting attorney's office;

According to the report, the PAO has not conducted surveys of sexual assault survivors.

F.2. A narrative detailing the last time the prosecuting attorney's office reviewed or revised its practices and charging standards for sexual assault cases, including the date of the review or revision and whether the Aequitas standards were reviewed when performing this work;

The report states that the "PAO utilizes a continuous improvement model. We regularly review and update our practices as it relates to prosecuting sexual assault cases as part of our day-to-day work. This is done based on experiences of PAO attorneys, employees, and victims as they arise and based the review of our data. Data is always looked at in the context of national standards, best practices, and the daily realities of the work. The King County Special Assault Protocol, which provides guidelines for cooperative investigations and support of survivors, was last updated in 2021. The PAO is in the process of updating it this year." The report does not mention whether the AEQUITAS standards were reviewed.³⁵

F.3. An explanation of how current the prosecuting attorney's data dashboards are and if there are any gaps in the data dashboards that the prosecuting attorney plans to address;

³⁵ AEQUITAS is a nonprofit organization focused on developing, evaluating, and refining prosecuting practices related to sexual violence, intimate partner violence, stalking, and human trafficking. [\[LINK\]](#)

The report provides the following response: "The PAO public data dashboard contains data on multiple aspects of sexual assault cases. The data therein is generally updated at least once a month. The PAO work in on data collection and management, including the data dashboard, is primarily limited and constrained by a lack of resources and the sensitivity of the data. Despite the number of detailed data requests increasing annually over at least the last five years, no meaningful additional resources have been provided to the PAO to improve our capacity for data collection, process redesign, data reporting and analysis, and data sharing and related communication. The PAO uses existing funding for the data collection and management work. As such, our capacity for this data work is extremely limited and must be balanced between many different responsibilities necessary to produce quality data and complete the PAO mission critical tasks. As a result, time available for the PAO to work on the public data dashboard is limited."

F.4. A description of how the resources allocated to the gender-based violence division compares to other divisions of the criminal practice within the prosecuting attorney's office; and

From the report: "As with other areas, the PAO monitors staffing levels of each division and their workload. The PAO makes necessary staffing adjustments based on operation priorities and other emergent needs. Given the PAO current resources (as set by the King [County] Council), and balancing the PAO's other responsibilities, currently, the GBVD has 42 attorneys assigned to it (plus legal service professionals such as paralegals) to handle their workload. However, as noted in the PAO's prior budget requests, the PAO needs additional staffing in many areas."

F.5. A description of the continuous improvement process used, if any, on prosecuting sexual assault cases, including how data is used to identify and address barriers to conviction and the frequency of which the continuous improvement process is applied.

See the answer to F.2.

AMENDMENTS

The report transmitted by the PAO included a response for two separate provisos from the 2025 Budget (Ordinance 19861, Section 31). Proviso P1 required the PAO to transmit a plan for expanding and improving public access to criminal data information on the PAO's data dashboard for juvenile cases; however, this proviso did not require the PAO to transmit a motion for the Council to acknowledge receipt of the report. Only Proviso P2, discussed in this staff report, requires the Council to acknowledge receipt via motion before the restricted appropriation can be released.

Striking Amendment S1 would remove reference to Proviso P1 to make the motion consistent with the requirements in Ordinance 19861. Title Amendment T1 would make the same change to comport with Striking Amendment S1.

INVITED

- Leesa Manion, King County Prosecutor
- David Baker, Director of Data and Analytics, Prosecuting Attorney's Office (PAO)
- Bridgette Maryman, Chief Deputy Prosecuting Attorney, Gender-Based Violence and Prevention Division, PAO
- Jimmy Hung, Chief Deputy Prosecuting Attorney, Juvenile Division, PAO

ATTACHMENTS

1. Proposed Motion 2025-0138 and its attachment
2. Striking Amendment S1
3. Title Amendment T1
4. Transmittal Letter



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion

Proposed No. 2025-0144.1

Sponsors Zahilay

- 1 A MOTION confirming the executive's appointment of
- 2 Faisal Akhter, who resides in council district two, to the
- 3 King County veterans advisory board.
- 4 BE IT MOVED by the Council of King County:
- 5 The county executive's appointment of Faisal Akhter, who resides in council
- 6 district two, to the King County veterans advisory board, for a four-year term to expire on

7 April 30, 2029, is hereby confirmed.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Girmay Zahilay, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: None



King County

Metropolitan King County Council Health, Housing, and Human Services Committee

STAFF REPORT

Agenda Item:	5	Name:	Miranda Leskinen
Proposed No.:	2025-0144	Date:	June 3, 2025

SUBJECT

A Motion to confirm the appointment of the following individual to the King County Veterans' Advisory Board:

- **Faisal Akhter**, who resides in Council District 2, to the Veterans' Advisory Board, for a four-year term to expire on April 30, 2029.

BACKGROUND

King County Veterans Program (KCVP). The King County Veterans Program (KCVP) has served low-income, homeless, disabled, at-risk veterans and their families since the 1950s. The KCVP is required by state law and is funded by King County taxpayers.¹ The KCVP provides numerous direct services including case management, financial assistance, housing assistance, mental health referrals and other supportive services. The KCVP works collaboratively with the U.S. Department of Veterans Affairs (VA) Medical Center, the VA Regional Office, the Washington Department of Veterans Affairs (WDVA) and various community organizations.

State law requires counties to maintain a veterans' advisory board to oversee each county's state-mandated veterans' assistance program.

From 2018-2024, the membership of the Veterans Committee of the Veterans, Seniors and Human Services Levy Advisory Board dually served as the membership of the state-required King County Veterans' Advisory Board. In June 2024, the Council passed Ordinance 19780 to make updates to the VSHSL Advisory Board in accordance with recommendations from the 2024-2029 renewal VSHSL Implementation Plan (Ordinance 19719). These updates included, among other things, separating the state-required Veterans' Advisory Board from the VSHSL Advisory Board's Veterans Committee. Ordinance 19781 was concurrently adopted to establish the King County Veterans' Advisory Board as a standalone entity, adding a new section to K.C.C. chapter 2A.300.

¹ State law (RCW 73.08.080) requires the legislative authority in each county to create a veterans' assistance fund that is funded through a property tax of their respective counties. Per RCW 73.08.010(1), county veterans' assistance programs shall be funded, at least in part, by the veterans' assistance fund created under the authority of RCW 73.08.080.

Veterans’ Advisory Board Overview. Requirements relating to the composition, duties, and terms of the King County Veterans’ Advisory Board, which are identified in K.C.C. 2A.300.530, are summarized in Table 1.

Table 1. Overview of the Veterans’ Advisory Board Composition and Duties

<p>Board Duties:</p> <ul style="list-style-type: none"> • <u>Advise</u> County on the needs of local indigent veterans and available resources and programs that could benefit the needs of local indigent veterans and their families • <u>Advise</u> DCHS, or its successor, on the administration of the King County Veterans’ Program, the county’s state-required veterans’ assistance program (per Chapter 73.08 RCW) • <u>Meet</u> at least four times annually • <u>Elect</u> a chair annually from its membership 	<p>Board Composition:</p> <ul style="list-style-type: none"> • 9 members appointed by the Executive, in accordance with RCW 73.08.035, and subject to Council confirmation <p>Board Member Term:</p> <ul style="list-style-type: none"> • Four-year terms (after initial board) • Members are not allowed to serve on the Board for more than 4 consecutive years <p>Board Membership Eligibility:</p> <ul style="list-style-type: none"> • Must reside in King County • Must be a veteran as defined in RCW 73.08.005
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APPOINTEE INFORMATION

Faisal Akhter is an U.S. Army veteran who also currently serves in the U.S. Army Reserves. He previously served on the VSHSL Advisory Board’s Veterans Committee (2022-2024). Additionally, as indicated in his application materials, Mr. Faisal works for Microsoft as Senior Corporate Counsel.

ANALYSIS

Staff has not identified any issues with the proposed appointment which appears to be consistent with King County Code requirements.

ATTACHMENTS

1. Proposed Motion 2025-0144
2. Transmittal Letter
3. Board Profile



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion

Proposed No. 2025-0152.1

Sponsors Barón

- 1 A MOTION accepting the office of law enforcement
2 oversight's annual report for the year 2024.
- 3 WHEREAS, K.C.C. 2.75.040 requires the office of law enforcement oversight
4 ("OLEO") to develop and "transmit an annual report and a motion accepting the report"
5 to the council by June 1 of each year, and
- 6 WHEREAS, OLEO submits its 2024 annual report;
- 7 NOW, THEREFORE, BE IT MOVED by the Council of King County:

- 8 The Office of Law Enforcement Oversight 2024 Annual Report, which is
9 Attachment A to this motion, is hereby accepted.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Girmay Zahilay, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: A. OLEO 2024 Annual Report



King County

OLEO

OFFICE OF LAW ENFORCEMENT OVERSIGHT

2024 Annual Report



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Contact OLEO

☎ PHONE: 206-263-8870

✉ EMAIL: OLEO@kingcounty.gov

🌐 WEB: kingcounty.gov/OLEO

To request a print copy of this Annual Report, call or email OLEO.

FOR BEST VIEWING EXPERIENCE

This report is intended to be read on a screen and includes navigational links at the top of each page. For the best experience, we recommend using a PDF viewer rather than a web browser to navigate the report.

Alternate formats available.
Call 206-263-8870 or TTY: 711.

Letter from the Director

2024 was a marquee year for the Office of Law Enforcement Oversight (OLEO), one on which we intend to build for years to come. OLEO continues to expand our operations, exercise more of our statutory powers, and increase our connections within the community.

Some of the important highlights from 2024 include:

- Planning and piloting our program for independent investigations.
- Issuing OLEO [findings recommendations](#) on more investigations than ever before.
- Launching our first [policy review](#) under our Community Guidance Framework.
- Issuing a report on [trauma-informed notifications](#) about critical incidents.
- Executing [memoranda of understanding](#) with multiple community-based organizations.

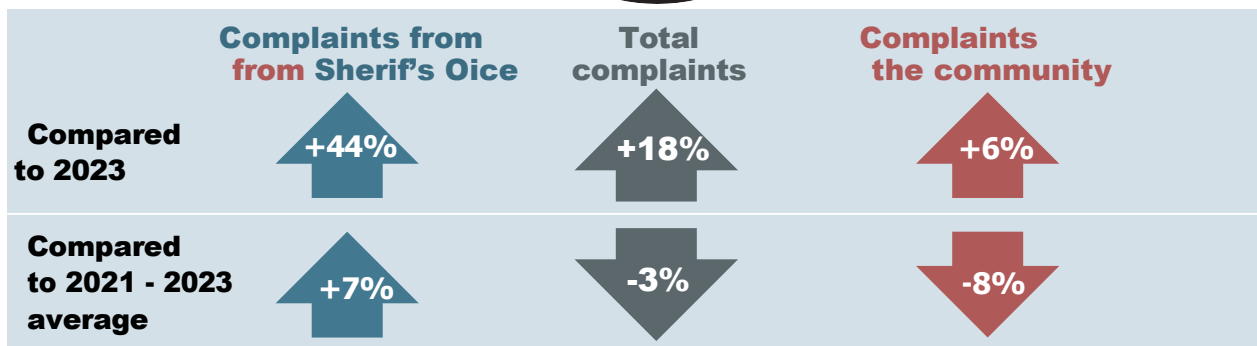
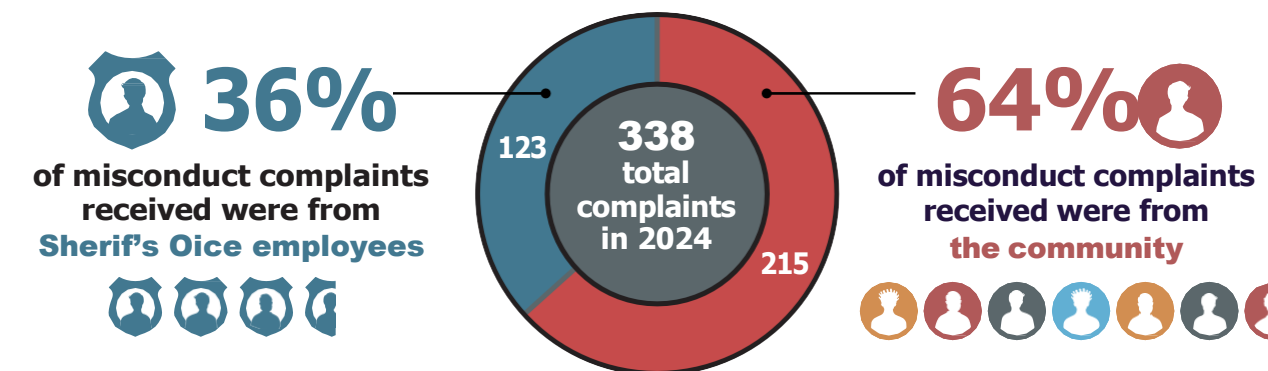
In addition, we have reviewed more investigations of misconduct complaints against the King County Sheriff's Office (Sheriff's Office) than ever before. Both the number of certification reviews (162 vs. 71) and the total number of full reviews (255 vs. 128) **have more than doubled over the previous year**. And, we have continued to build our capacity, through both staffing and professional development, to set ourselves up for future success.

It is my honor to lead such a dedicated team of public servants at OLEO, and together it is the honor of all of us to serve the residents of King County.



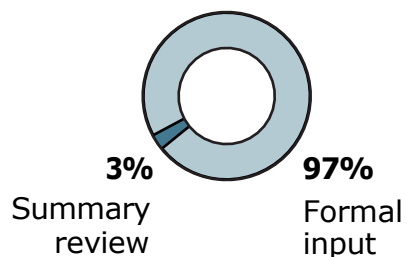
Tamer Y. Abouzeid, Director

2024 By the Numbers



Classifications

OLEO reviewed 100% of classifications for every complaint



Full investigations reviewed: 255



Specifically, expedited investigations where preliminary evidence was conclusive

157 certified by OLEO (97%)

Certification percentage consistent with 2023

Up from 128 in 2023

Up from 71 in 2023

5 OLEO declined to certify (3%)

Findings

OLEO recommended findings for **8 investigations**



In **5 of the cases**, Sheriff's Office final findings differed from initial findings recommendations

Policy



5 new policy review partnerships with community organizations

34 policy recommendations issued

Community contacts with OLEO

In 2024, OLEO was contacted by community members nearly

280 times

+40% since 2022

About OLEO

Our Mission

OLEO provides independent oversight of the Sheriff's Office. We conduct objective reviews and independent investigations, and make evidence-based policy recommendations that are guided by the community and rooted in equity.

Our Vision

A King County where laws are just and fairly applied, and where the criminal legal system does no harm.

Our Team

Tamer Abouzeid, *Director*

Liz Dop, *Operations Manager*

Simrit Hans, *Policy Analyst*

Lea Hunter, *Senior Policy Analyst*

Katy Kirschner, *Deputy Director*

Megan Kraft, *Investigations Analyst*

Najma Osman, *Community Engagement Specialist*

Ryan McPhail, *Investigations Monitor*

Kate Miller, *Investigations Analyst*

Jamie Ridgway, *Investigations Analyst*

Jamie Tugenberg, *Community Engagement Specialist*

Rick Powell, *Investigations Analyst*

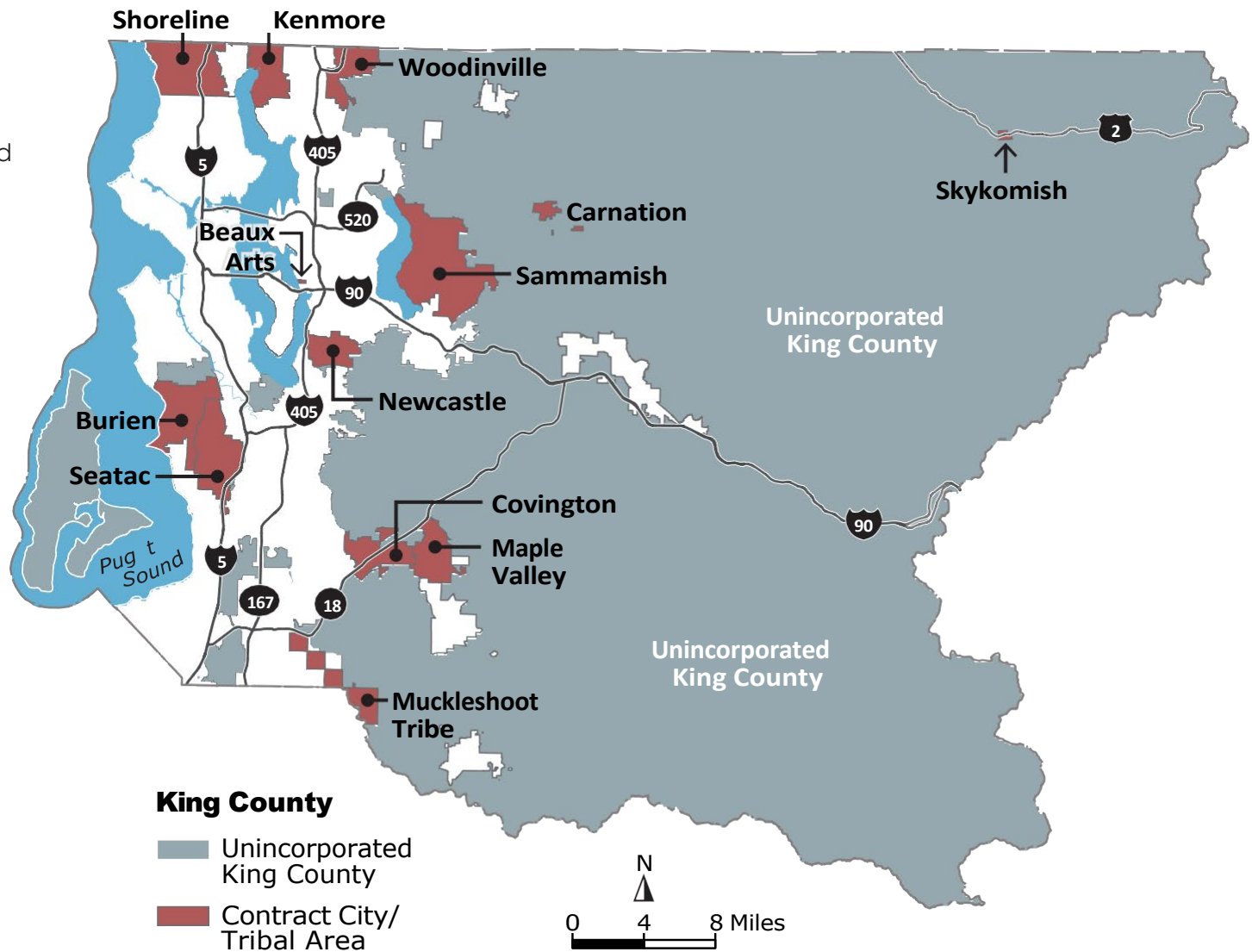
Molly Webster, *Policy Analyst*

Sophie Ziliak, *Project Administrator*

About OLEO *continued*

Our Communities

OLEO serves King County residents who are served by the Sheriff's Office. Some services are provided based on location, such as unincorporated King County, 12 cities that contract with the Sheriff's Office for the provision of police services, the Muckleshoot Indian Tribe, and the King County International Airport – Boeing Field. In addition, the Sheriff's Office provides some services that may cross multiple jurisdictional lines, such as police services for Metro and Sound Transit, and the execution of court orders and evictions throughout King County.



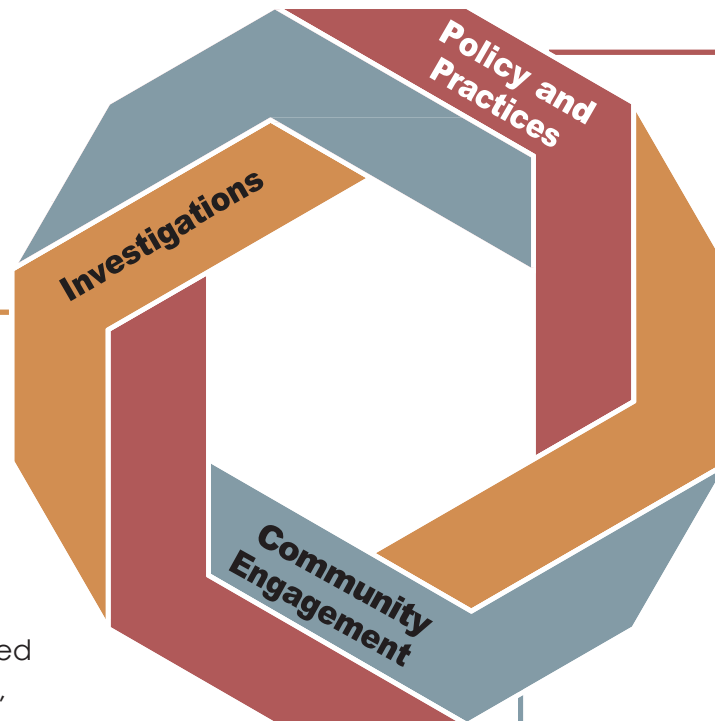
About OLEO *continued*

Our Work

OLEO's work encompasses Investigations, Policy and Practices, and Community Engagement. When reviewing or conducting investigations, OLEO's commitment is to be objective and focus on the evidence. When it comes to policy and practices, it is our duty to recommend better policies that promote equity and reduce policing's attendant harms to our communities. We come to know about these harms, and about the priorities we should pursue, by engaging with community stakeholders, analyzing trends in investigations, and reviewing outside research.

Investigations

Investigations work encompasses two parallel workflows. Most commonly, OLEO monitors, reviews, and issues recommendations on misconduct complaint investigations conducted by the Sheriff's Office's Internal Investigations Unit. In 2024, OLEO also started our second workflow, conducting our own independent investigations in some cases. So far, all such investigations have been conducted in parallel to, and in coordination with, the Sheriff's Office. The workflow also allows OLEO to independently investigate complaints even if the Sheriff's Office does not.



Policy and Practices

Policy and practices work entails reviewing potential policy changes initiated by the Sheriff's Office, or initiating recommendations ourselves. Additionally, through data collection and analysis, we seek to better understand Sheriff's Office practices and operations and analyze them for consistency with laws, policy, standard operating procedures, and community standards.



Community Engagement

Community engagement work focuses on ensuring that communities served by OLEO and the Sheriff's Office have a loud voice that is incorporated into our work product, especially when formulating policy recommendations. We also seek to educate King County residents about OLEO and the role we play.



Oversight of Sheriff's Office Investigations of Misconduct Complaints



The Sheriff's Office's Internal Investigations Unit (IIU) has 180 days to complete an investigation into a misconduct complaint. This could result in a complaint reported in one year being closed in the following year. The data analysis in this report focuses on actions taken in 2024 during the complaint process. For complaint classifications and allegations, we analyzed investigations opened in 2024. For the quality of investigations or the outcome of complaint investigations, such as disposition or discipline, we analyzed investigations closed in 2024.¹

OLEO Annual Reports are required by King County Code 2.75.040(H). Annual Reports include qualitative and quantitative information demonstrating how OLEO fulfills its purpose, duties, and responsibilities. Data is gathered from the Sheriff's Office's database, IAPro. It is reflective of accurate and complete data at the time of the data collection cutoff. For more information, see [Appendix A: Notes About Data](#).)

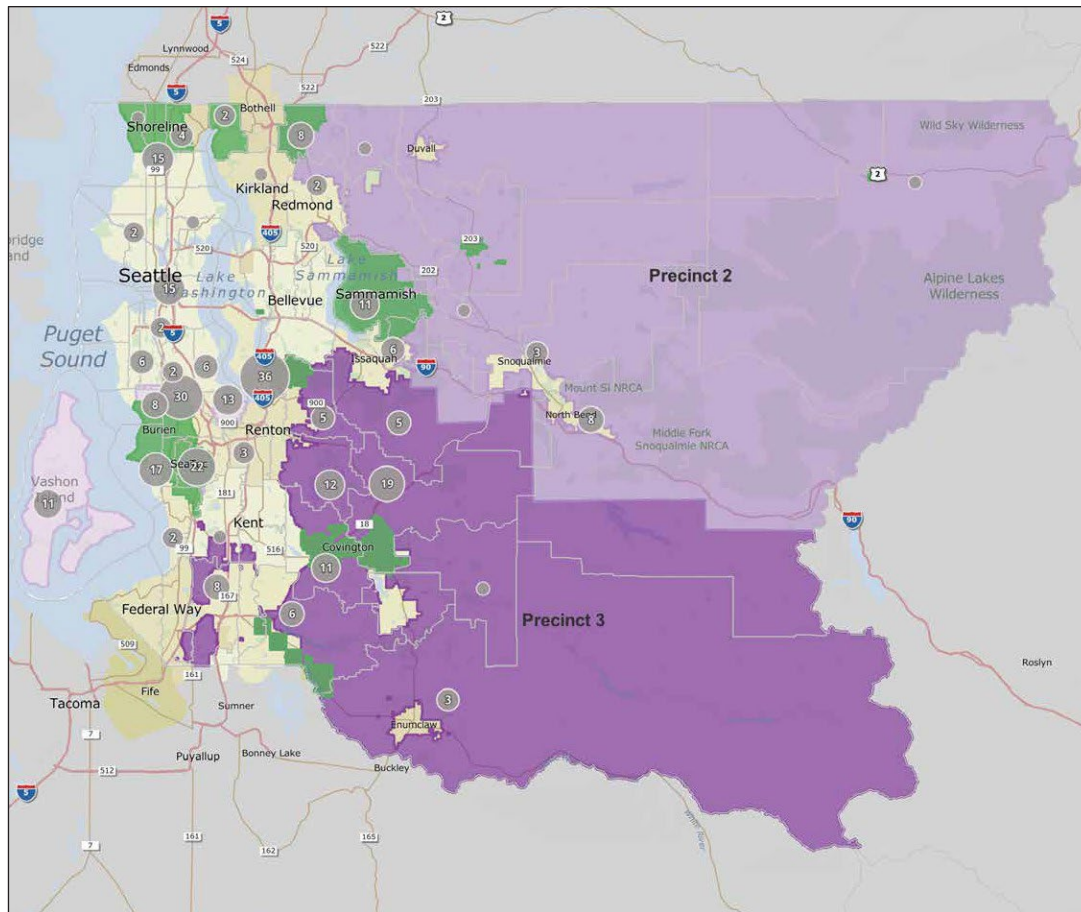
¹ OLEO's methodology for analyzing the data may differ from the Sheriff's Office's methodology in analyzing yearly numbers; accordingly, numbers may not match.

Complaints | Classifications | Allegations | Investigation | Sheriff's Office Findings | OLEO Findings | Discipline and Appeal

Mapping 2024 Complaints

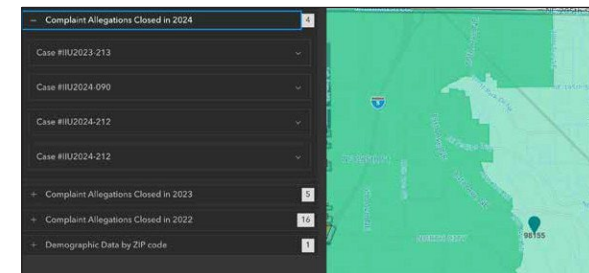
To increase the accessibility to our data, OLEO and King County's [Geographic Information System](#) collaborated to provide a geospatial representation of misconduct complaint allegations. Data starts with complaints closed in 2022 and subsequent years are added accordingly. The full interactive experience is available [here](#).

With some exceptions explained on the map, this snapshot presents the clustering of Sheriff's Office misconduct complaint allegations closed in 2024, mapped by ZIP code.



Case #IU2024-151	
Case #IU	2024-151
Case Classification	Formal Investigation
Case Origin	Resident
Allegations	Courtesy
Zip Code of Occurrence	98072
King County Council District	3
Disposition	Exonerated
Discipline	N/A
Other Discipline	N/A
OLEO Certification	Certify With Comments

Details for each allegation are also available on the map.



Users can also filter by type of allegation, internal and external (resident) complaints, disposition, OLEO certification status, and/or King County Council District.

Complaints Received by OLEO



In addition to filing complaints with the Sheriff's Office directly, OLEO may [receive complaints](#) from any complaining party, including Sheriff's Office employees or the community. Complaints received by OLEO are forwarded to the Sheriff's Office for further review, although OLEO may conduct additional intake first to assist complainants in this process. Please note: Not all complaints result in formal investigations, especially if it is determined to be a complaint over which the Sheriff's Office and OLEO lack jurisdiction. In those instances, OLEO connects complainants to the proper agency.

In 2024, OLEO was contacted nearly 280 times, conducting complaint intake or follow-up as appropriate. The number of community contacts with OLEO has increased by 12% year-over-year and by 40% since 2022.²

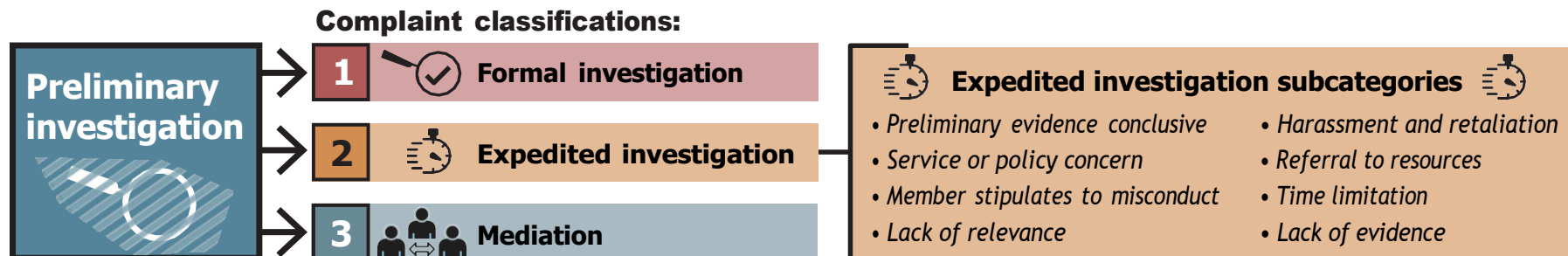
² In 2023, OLEO was contacted nearly 250 times; in 2022, nearly 200.

Complaint Intake Classifications



When IIU receives a complaint, one of its early steps is to classify the complaint, which determines whether and how the Sheriff's Office will proceed on an allegation of misconduct. While the Sheriff's Office distinguishes between "misconduct" and violations of "performance standards," for purposes of this Annual Report, "allegation of misconduct" includes any allegation that a subject employee has violated the General Orders Manual (GOM).

After a preliminary investigation is complete, a complaint is classified in one of three ways: formal investigation, expedited investigation, or mediation. Expedited investigations include eight subcategories.



For more detail on definitions of classifications, including subcategories, see [Appendix B: Complaint Classifications](#).

OLEO reviews and provides input on the Sheriff's Office's classifications, which includes verifying that allegations are correctly identified and/or proposing additional steps that need to be completed before determining the classification. In 2024, OLEO reviewed 100% of investigations for classifications, conducting a full review of 97% of investigations and a summary review of 3% of investigations. When fully reviewing complaints for classification, OLEO recommended a formal investigation in just over 50% of cases.

In 2024, OLEO and the Sheriff's Office expanded on the successes born out of the revised classification system. While the system was fully implemented by mid-2023, 2024 marks the first year that all new cases were classified under the revised system. Not only has this classification system enabled OLEO and IIU to use their resources more efficiently, but it has also contributed to better outcomes with regard to OLEO's role in certifying IIU investigations. Because OLEO can engage with IIU earlier in the investigation process, both agencies are able to identify potential obstacles to certification early and overcome them before they become irreversible outcomes.

The number of total misconduct complaints rose significantly in 2024 as shown in Figure 2, which is a change from recent years' trends. In 2024, total complaints increased to 338, mostly accounted for by an increase of internal complaints from Sheriff's Office employees. While complaints from the community also rose modestly from 2023, they only represented 64% of the total complaints opened in 2024, compared to 70%+ seen in the previous two years. Internal complaints represented 36% of the 2024 total, and were at their highest number since 2021.

Expedited—preliminary evidence conclusive investigations made up nearly 40% of the total classifications opened in 2024.

Internal expedited investigations where preliminary evidence was conclusive, often representing allegations corrected with performance-related training from a supervisor, were closed more quickly compared to similar investigations in 2023. In 2024, such investigations were completed in one month, on average.

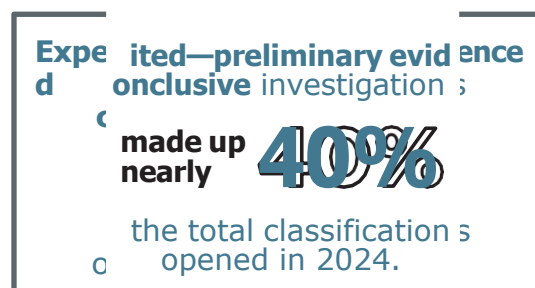
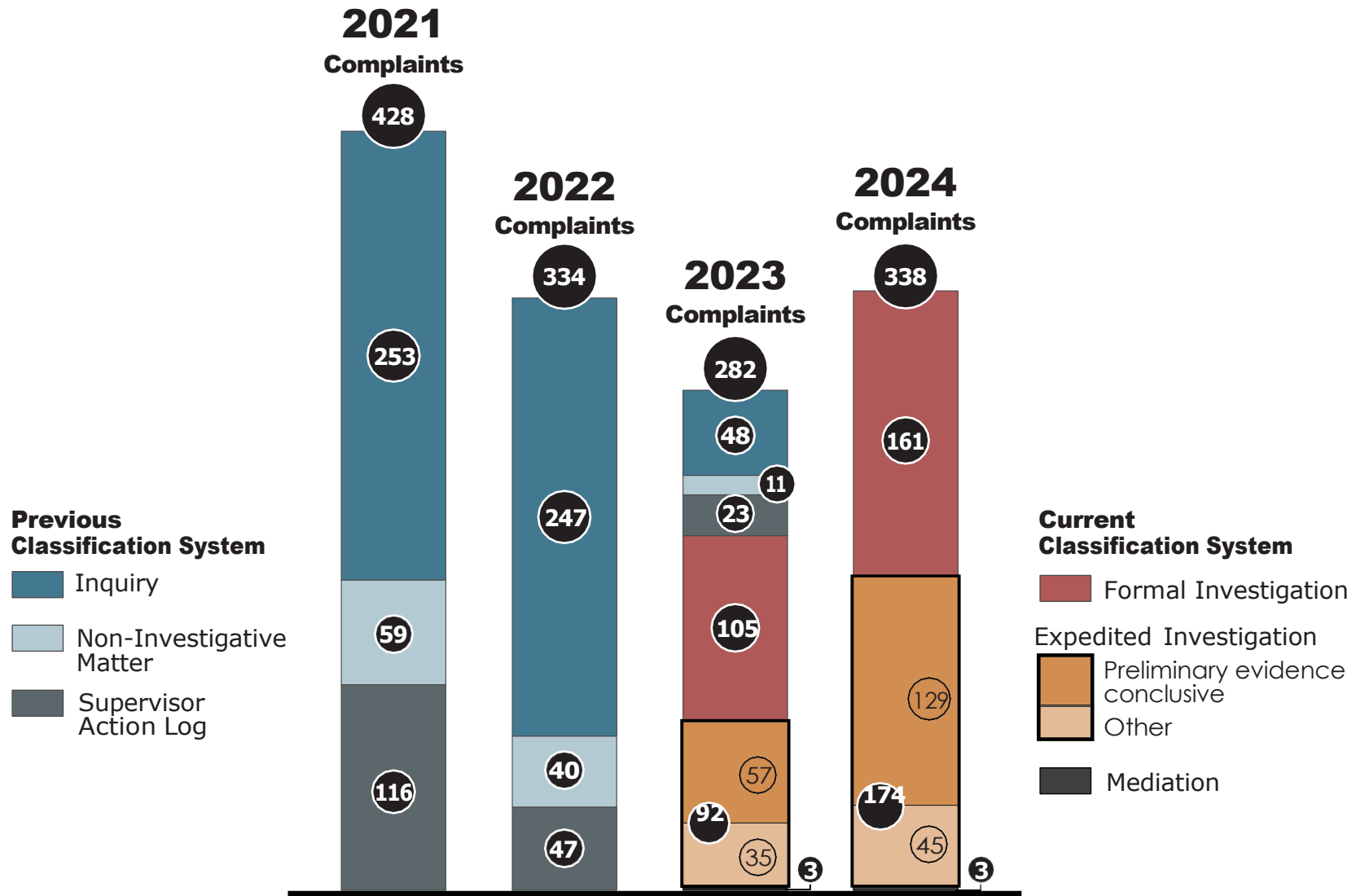


Figure 1: Breakdown of Classifications, 2021-2024



Types of Allegations

A complaint may include more than one allegation; therefore, the number of allegations exceeds the number of complaints. For example, in 2024, complaint investigations had an average of 1.8 allegations each, an increase from 2023.

The 338 complaints made in 2024 included 606 allegations of misconduct, with 177 allegations from Sheriff's Office employees and 429 from the community.

Just over half of the allegations of misconduct from Sheriff's Office employees are of three specific types related to adherence to policy, standards, and training (Figure 2). Discourtesy and discrimination are also common internal allegations.

Seventy-three percent of the misconduct allegations from community members were of six specific types, the breakdown of which is described below in Figure 3. Subsequent analyses will focus only on allegations resulting from community complaints (referred to as "external") and include all classifications.

Figure 2: Top Internal Allegations in 2024

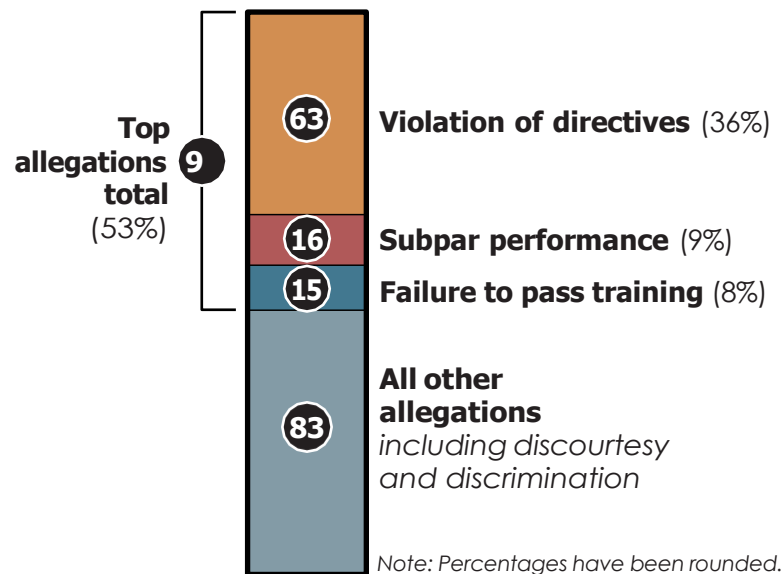
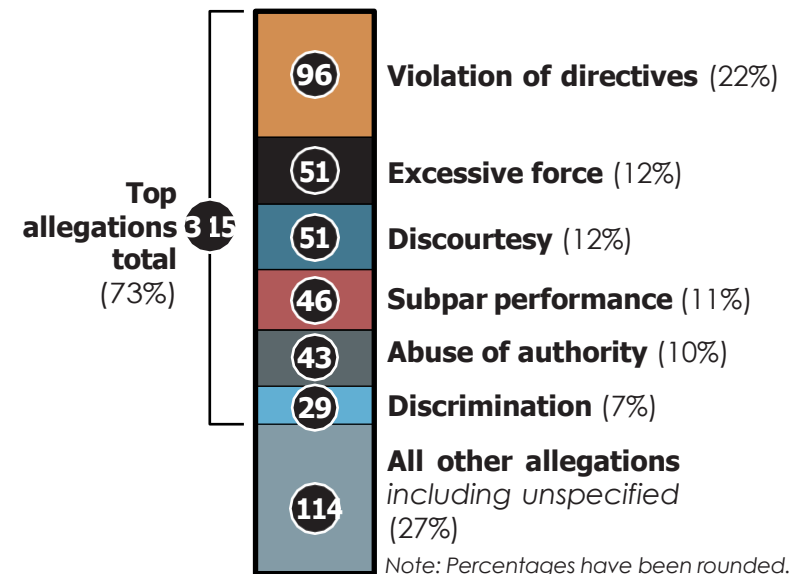


Figure 3: Top External Allegations in 2024



General Orders Manual Revision and New Allegations

In August of 2024, the Sheriff's Office updated the section of the General Orders Manual related to personnel misconduct. This update consisted largely of language cleanup and consolidation of allegations considered redundant. For example, the update eliminated the specific prohibition against taking a bribe as that conduct was already prohibited by the prohibition against engaging in criminal conduct. Notably, two updates were made regarding allegations of discriminatory conduct. First, the list of protected classes against which discrimination is prohibited was updated to mirror the language contained in general King County Human Resources policies. Second, the additional offense of inappropriate conduct was created to cover conduct that may not meet the definition of discrimination according to Sheriff's Office policies but nevertheless communicates a "hostile, derogatory, unwelcome, or negative message" about someone based on their membership in a protected class .

Patterns in Allegations Against Sworn Employees

Consistent with recent years, in 2024, a quarter of sworn³ Sheriff's Office employees (198 of 729) were the subjects of at least one allegation of misconduct from a community member.

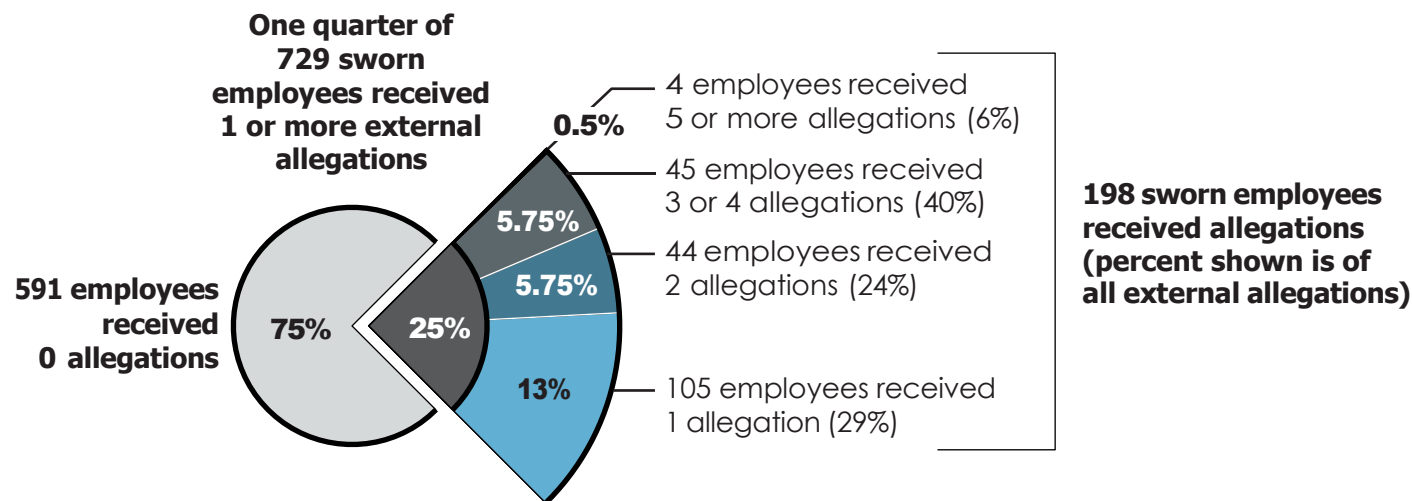
A small number of deputies accounted for a significant number of misconduct allegations, more so than in 2023. Nearly half (46%) of external allegations were against deputies who have had 3 or more allegations leveled against them, just 6% of the sworn force.

17 deputies

received three or more yearly external allegations in multiple years between 2022 and 2024.



Figure 4: External Allegations Against Sworn Employees in 2024

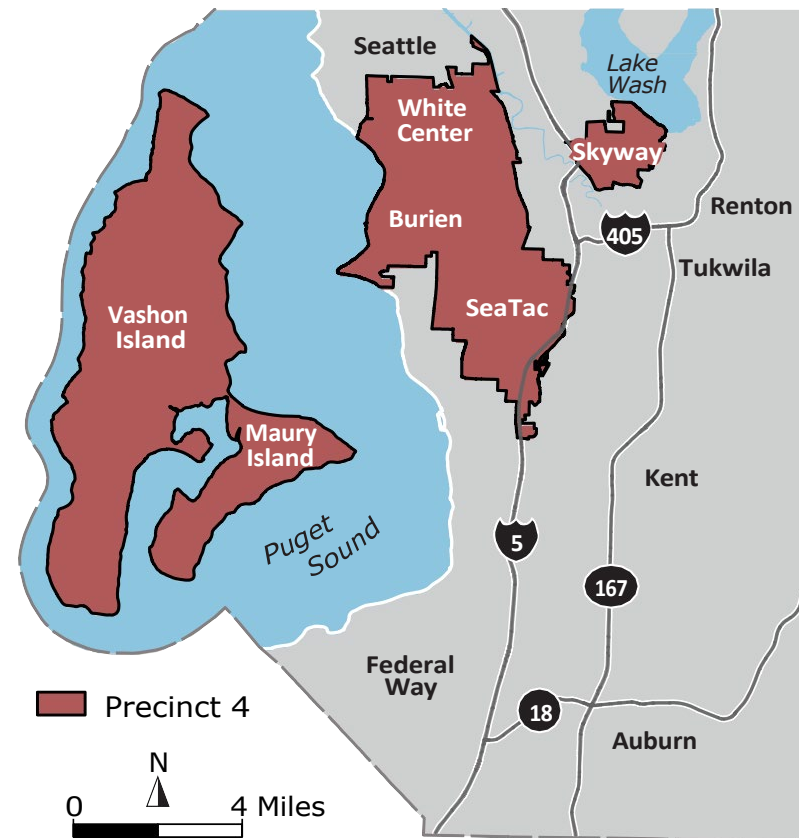
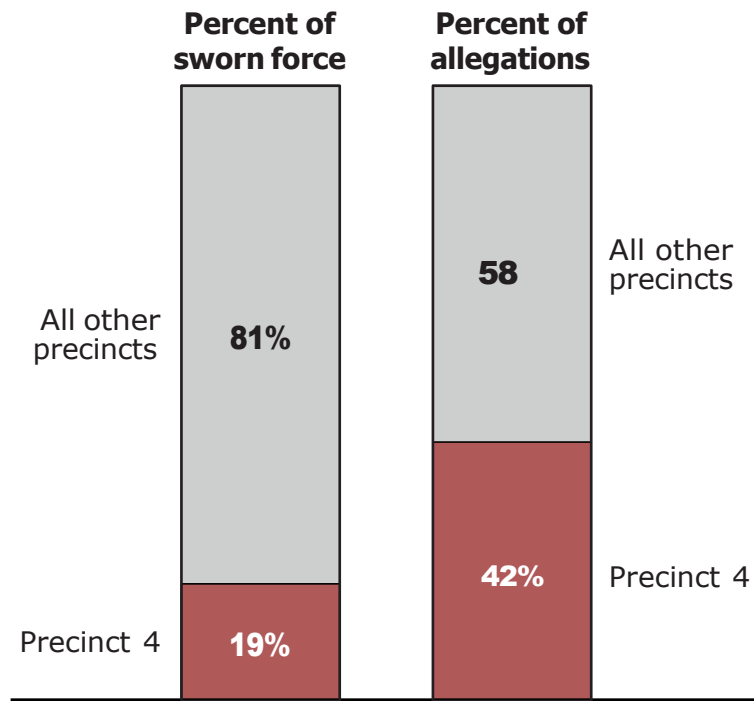


Note: We excluded investigations in which IIU either could not identify the subject employee or the subject employee was unknown. Counts of Sheriff's Office sworn employees were provided by Sheriff's Office Human Resources.

³ Sworn employees refers to all commissioned personnel including the Sheriff, Undersheriff, and various rankings of deputies.

In addition, a large percentage of these allegations are about deputies assigned to specific geographic areas. The geographic area of Precinct 4 covers the areas of Skyway/West Hill, North Highline (including White Center), Vashon Island, Burien, and SeaTac. When community members complained of misconduct, 42% of the allegations were about deputies assigned to Precinct 4 at the time. Typically, 20% of the Sheriff's Office sworn force is assigned to this area.

Figure 5: Deputy Assignment Breakdown for External Allegations Against Deputies

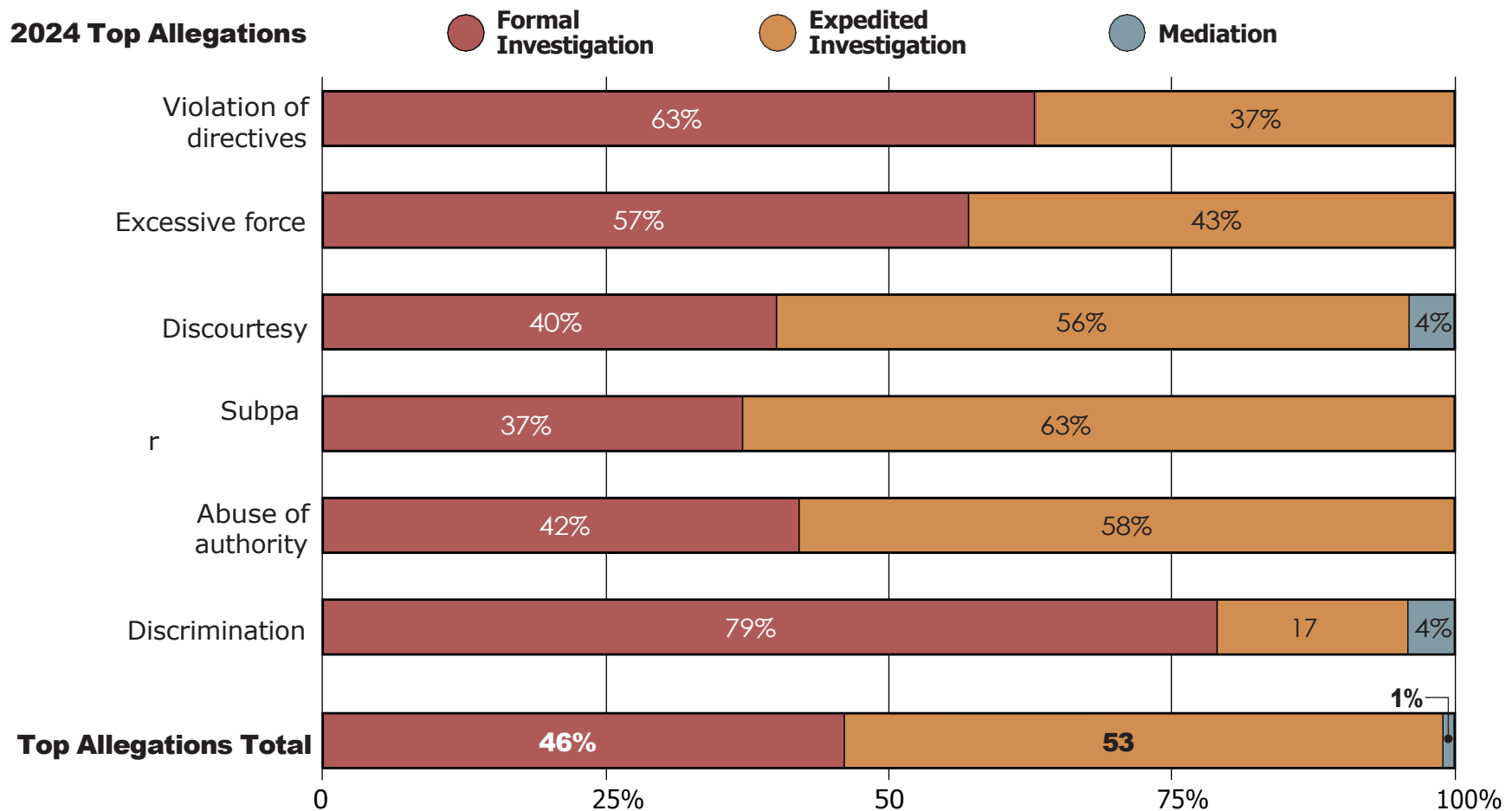


Trends in External Allegations and Classification

While the types of allegations commonly made by both Sheriff's Office employees and the community are similar, the classification patterns vary.

- Around 80% of all discrimination allegations were classified as formal investigations, with little difference between those from Sheriff's Office employees and those from the community. Allegations of violation of directives were also classified similarly no matter where they originated, with around 60% as formal investigations.
- In contrast, most (81%) internal allegations of subpar performance were classified as formal investigations, whereas the same external allegations were mostly (63%) classified as expedited investigations. Likewise, most (67%) internal allegations of discourtesy were classified as formal investigations, while external allegations of discourtesy were mostly (58%) classified as expedited investigations.

The top six external allegations previously discussed are broken down by complaint classification below in Figure 6.

Figure 6: Top External Allegations by Classification Type in 2024

Note: Percentages have been rounded. Also see [Appendix D: Top External Allegations by Classification Subcategory Type in 2024](#).

Monitoring Investigations



OLEO monitors and reviews the Sheriff's Office's handling of complaints to promote thorough, objective, and timely investigations. Investigations are reviewed according to criteria set by the King County Council and OLEO.

What does OLEO ask when monitoring and reviewing investigations?

- Were all material witnesses identified and thoroughly interviewed?
- Was all relevant evidence obtained and, if not obtained, was it due to the investigator's actions?
- Was the subject employee provided proper notice of the complaint allegations?
- Was there any conflict of interest in fact or appearance between the investigator(s) and any of the persons involved in the incident?
- Were interviews conducted using non-leading and open-ended questions?
- Were investigative reports presented in a neutral, unbiased manner?
- Were inconsistencies in evidence, credibility, and reliability addressed by the investigator?
- Was the investigation completed within 180 days?

Certified vs. Not Certified Investigations



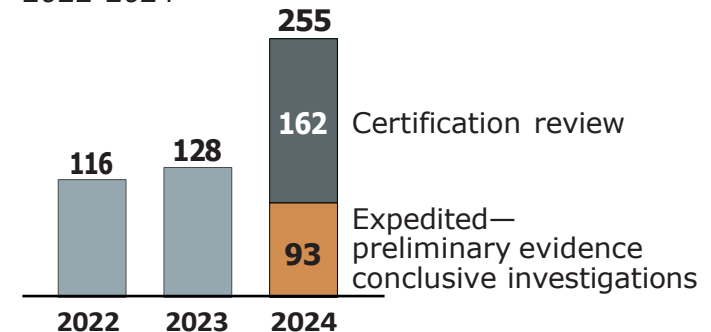
During certification review, OLEO may certify or decline to certify the investigation.

In 2024, OLEO conducted formal certification review of 162 investigations, more than double the previous year. OLEO certified 157 of those investigations and declined to certify five investigations. Most of the investigations that were not certified were investigations that were opened in previous years and failed to close within the 180-day deadline required. The single investigation that OLEO declined to certify due to reasons other than timeliness was declined because IIU interviewed the subject employee and neglected to provide OLEO with notice of the interview. As the opportunity to participate in subject employee interviews is critical in OLEO's oversight role, OLEO declined to certify that investigation. It should be noted that this investigation happened in early 2024 and OLEO did not decline to certify an investigation on that basis for the remainder of the reporting year.

In addition, out of investigations closed in 2024, OLEO agreed to expediting 121 investigations, including 93 of them with preliminary evidence being conclusive. Like certification reviews, reviewing expedited investigations is a comprehensive process that ensures that the preliminary investigation is thorough and free of bias. While much of the increase in investigations reviewed is due to increased staffing,⁴ OLEO also credits increased coordination with IIU and better access to information for the improvement. Hopefully this trend will continue in the coming year.

⁴ The OLEO Investigations team was staffed at 80% for most of 2024.

Figure 7: Full Investigations Reviewed by OLEO, 2022-2024



157
certified
by OLEO (97%)

Up from **68**
in 2023

5
OLEO declined
to certify (3%)

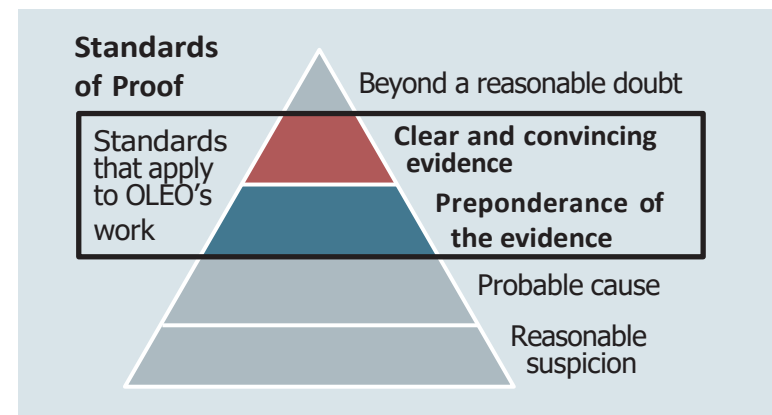
Up from **3**
in 2023

Investigations Findings



Sheriff's Office Findings

Following the fact-gathering portion of the investigation, the Sheriff's Office issues a finding, or disposition, for each allegation in the complaint. According to Sheriff's Office policies, the standard of proof to sustain an allegation generally requires a "preponderance of evidence" (i.e., "more probable than not") that the policy violation occurred based on the facts. However, if criminal or serious misconduct is alleged, and there is a likelihood of suspension, demotion, or termination, the standard of proof is raised to "clear and convincing evidence" (i.e., "far more likely to be true than false").



The Sheriff's Office utilized one of five disposition categories for each allegation.

Sustained

The allegation is supported by sufficient factual evidence and was a violation of policy.

Non-sustained

There is insufficient factual evidence either to prove or disprove the allegation.

Unfounded

The allegation is not factual, and/or the incident did not occur as described.

Exonerated

The alleged incident occurred, but was lawful and proper.

Undetermined

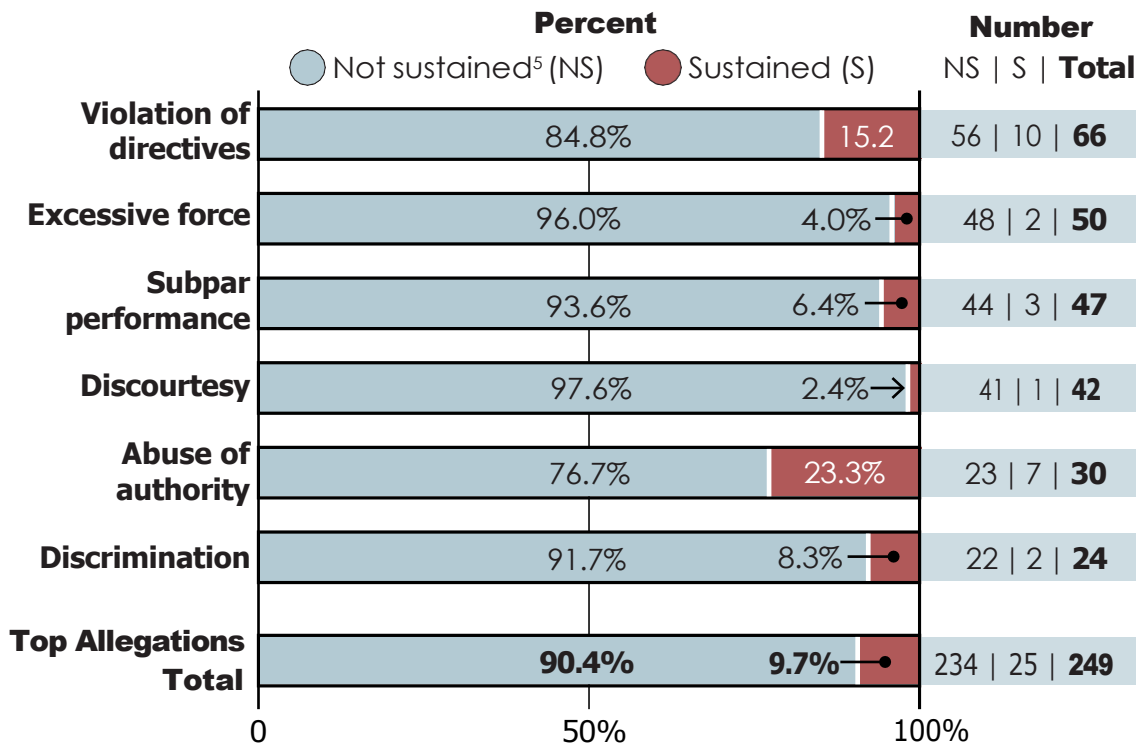
The completed investigation does not meet the criteria of the above categories.

In investigations closed during 2024, 81% of fully investigated allegations of misconduct from the community were concluded with the Sheriff's Office employee being exonerated, or a finding that the allegation was unfounded. For the purposes of this Annual Report, investigations that resulted in performance-related training but no other forms of corrective action/discipline are labeled as sustained investigations and are included in analyses. Fourteen percent of investigated allegations were sustained, including those that resulted in performance-related training for the employee as the corrective action. When compared with 2023, a greater percentage of allegations were closed with conclusive findings.

Fully investigated external allegations closed in 2024 include those in formal investigations, expedited investigations with preliminary evidence conclusive, and inquiries classified under the previous system. Eighty-two percent of these allegations (259) are within the top six types previously described, and are shown in Figure 8. In this group, 9.7% of the allegations were closed with sustained dispositions (including performance-related training). Some allegations were sustained at rates much higher than this group rate.

When examining the group of these same top six allegation types originating from Sheriff's Office employees, the total sustain rate is 61%. Much, but not all, of this difference is accounted for by allegations related to training needs or minor policy violations.

Figure 8. Top External Allegations Sustained Rate in 2024



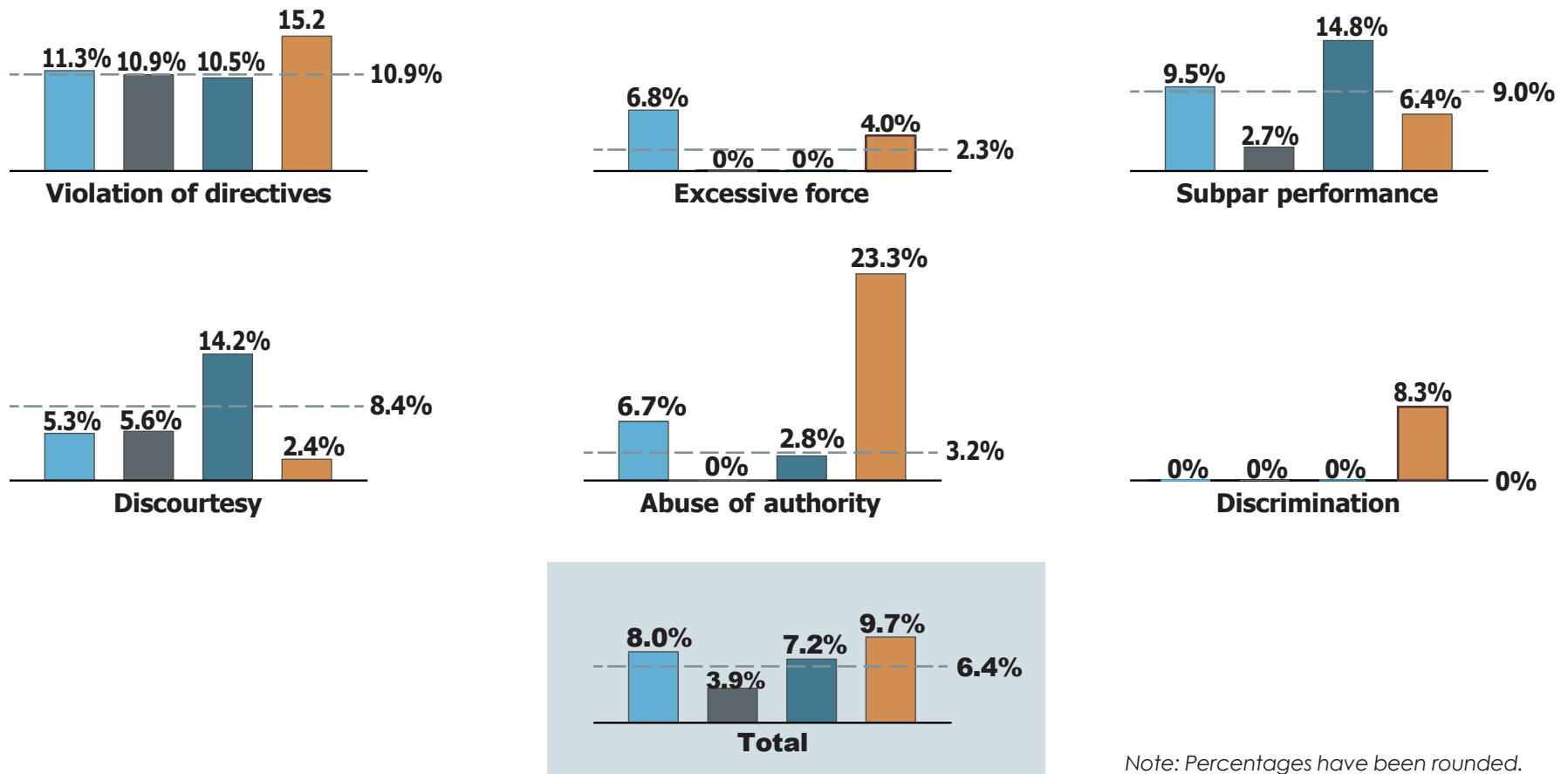
Note: Percentages have been rounded.

⁵ "Not sustained" is not to be confused with the specific disposition of "non-sustained," which is generally reserved for investigations where there is not enough evidence to make a conclusive finding. The "not sustained" column includes all dispositions other than sustained, viz. unfounded, exonerated, non-sustained, or undetermined.

Compared to the equivalent group of top allegations for investigations closed in 2023, these allegations were sustained at a higher rate. However, there are individual differences in how frequently certain allegations were sustained between the years as shown in Figure 9.

Figure 9. Top External Allegations Sustained Rates for 2021-2024

● 2021 ● 2022 ● 2023 ● 2024 --- 2021-2023 Average



Note: Percentages have been rounded.

Investigations Findings



OLEO Findings Recommendations

OLEO has the authority to recommend independent investigative findings, or dispositions. Through this authority, OLEO can propose alternative analyses and dispositions for the Sheriff's Office to consider before it finalizes its decision.

Once an investigation is concluded, IIU submits the evidence to the subject employee's Section Commander (typically a Captain or Major) for findings. That Commander will draft a recommended findings report for review by the relevant Division Chief who will either concur or disagree and send the investigation to the Undersheriff who will make a recommendation for any applicable discipline. OLEO has the right to review the commander-level findings and potentially issue its own recommended findings for review by the Division Chief and Undersheriff.

Throughout 2024, OLEO engaged closely with the Sheriff's Office regarding many findings. In some instances, OLEO recommended its own findings; in others, OLEO held conversations with Sheriff's Office command staff and leadership, and reached agreement informally. We will analyze a few notable findings below.

Use of Force

In IIU2023-047, deputies responded to an assault call to find the complainant actively assaulting another person, and they immediately arrested the complainant. The complainant actively resisted the arrest and, after being handcuffed and placed in the police car, began striking his head against the inside of the car. Two deputies attempted to restrain the complainant in the car to stop him from hurting himself, with one attempting to secure him from the shoulders and another from the legs. The complainant kicked the latter deputy three times in the leg, groin, and chest. At that point, the subject employee intervened and punched the complainant several times in the chest. Upon witnessing this, other deputies restrained and pulled the subject employee away from the complainant.

The Sheriff's Office enlisted another law enforcement agency to review the incident for potential criminal violations. That agency determined there was probable cause to forward charges to the King County Prosecuting Attorney's Office, and the Prosecuting Attorney's Office agreed and filed charges. A trial was held, and the subject employee was found not guilty.

In the administrative investigation, the initial recommendation by the Sheriff's Office Major was to not sustain the allegation of excessive force. However, the Division Chief disagreed, recommending instead to sustain the allegation of excessive force, and Sheriff's Office leadership concurred.

In reaching a sustained finding, the Division Chief and Sheriff's Office leadership found that, even though that level of force may be used in response to active resistance, it still must be necessary if it is to fall within policy. The force used by the subject employee—direct punches—was unnecessary and therefore fell outside of policy.

Initially, OLEO was going to draft findings for this investigation. However, after being informed that the allegation of excessive force was going to be sustained, OLEO decided not to draft additional findings for the sake of efficiency.

Search and Seizure⁶

OLEO recommended findings in three investigations involving search and seizure. In all three investigations, initial recommendations by the Sheriff's Office Major were to exonerate the subject employees of at least one allegation related to improper search or seizure. After OLEO issued its findings, the recommendations for one of the investigations was changed to sustained by the Chief, and for another, the finding was changed to sustained by the Undersheriff.

In IIU2023-189, the subject employee followed an erratically driven car into an apartment complex. The subject employee had earlier looked up the car's license plate and found that the registered owner of the vehicle had an outstanding warrant. The subject employee claimed that another person he found in the apartment complex matched the description of the person he was looking for. The subject employee was looking for a 37-year-old Black male with a light complexion, standing at 5'9", weighing 190 pounds, sporting a short beard and twisted locks long enough to cover his ears, and wearing jeans and a white jacket. Backup arrived while the subject employee was still looking around the apartment complex, after which the subject employees made contact with the complainant. The complainant was 10 years younger and 40 pounds lighter, had a darker complexion and a very short haircut, and was wearing a black jacket and dark sweatpants. When the complainant insisted he was not the person for whom the subject employee was looking and refused to give his name, the subject employees arrested him for obstruction.

⁶ Some investigations included multiple allegations; however, this summary is focused on specific allegations related to protections against inappropriate searches or seizures, whether based on the Fourth Amendment or state or county laws.

OLEO asserted that the subject employees did not have reasonable suspicion to detain the complainant because he did not match the description, and, even if they did, the subject employees did not have probable cause to arrest the complainant. The Sheriff's Office agreed with OLEO that the arrest was without probable cause and sustained the allegations.

In IIU2024-084, the subject employees observed a car parked in front of a residence noted as the site of previous criminal activity with a person slumped inside of it. The subject employees, who admit that they had not observed any evidence of a crime, did not attempt to rouse the complainant or speak to him, but instead opened the car door.

The Sheriff's Office Major recommended exonerating the subject employees, and OLEO recommended sustaining the allegations. The Chief changed the recommendation to non-sustained, but the Undersheriff agreed with OLEO and sustained the allegations.

In its findings, OLEO relied on a nearly identical arrest from King County in which a court found that "merely being...slumped down in a parked car at midday, even in a community with an opioid epidemic, is inadequate to justify an officer opening a car door without first briefly attempting to speak to or otherwise rouse the suspected overdose victim."⁷

Unlike in the previous two investigations, in IIU2024-131, the Sheriff's Office insisted on an exonerated finding despite OLEO's recommendation to sustain allegations. In this investigation, the subject employees were investigating an alleged assault and robbery when the victim informed them that he believed the assailant was the complainant, who lived in an apartment above his sister's unit. Searching for the complainant, the subject employees went to that apartment where they received permission from the apparent children of the complainant to enter the home and search it; they did not find the complainant. The issue in this investigation was whether the subject employees complied with Sheriff's Office policies as well as state and county laws that require deputies to provide juveniles with access to an attorney before requesting a search.

⁷ *State v. Harris*, No. 77987-7-1, Court of Appeals of Washington, Division 1 (2019).

The exonerated finding itself is subject to good-faith disagreement between the Sheriff's Office and OLEO; accordingly, OLEO did not escalate this case. However, OLEO finds the reasoning behind the findings problematic, mainly the disregard for the plain language of Sheriff's Office policy, state law, and county law.

After noting that it is based on state and county laws, GOM 12.07.055 states that "deputies shall provide a juvenile with access to an attorney for consultation" before, among other things, "requesting that a juvenile consent to an evidentiary search of their person, property, dwelling, or vehicle." The corresponding state law, RCW 13.40.740, and King County Code 2.63.020 contain identical requirements. King County Code 2.63.020(B) also clarifies that a juvenile's ability to consult with an attorney before giving consent to a search cannot be waived and must be provided "regardless of the youth's custody status."

Despite this clarity, Sheriff's Office findings claimed the policy was "ambiguous" and that a survey of others within the Sheriff's Office found that there was general agreement that it only applied to juveniles who were suspected of crimes. That reading is not supported by the text of the policy or the law and runs the risk of defeating their purpose. The Sheriff's Office must clarify its understanding of the policy and inform its employees of its true meaning. A recent attempt to do this by the Sheriff's Office was insufficient.

Discrimination

OLEO recommended findings in three investigations with allegations of discrimination, harassment, incivility, and bigotry, in violation of GOM 3.00.015(1)(g). This provision of the GOM forbids, among other things, discussions that belittle others on the basis of protected class, such as gender, race, and national origin.⁸ All three investigations in which OLEO recommended findings involved subject employees making belittling remarks about community members based on their ethnicity or national origin. The Sheriff's Office's findings in these investigations revealed inconsistent concern about discrimination against different groups and a possible reluctance to sustain discrimination allegations, even in instances where the subject employee admits to the conduct.

⁸ In August of 2024, the Sheriff's Office amended the allegations listed in GOM 3.00.015 and discriminatory comments are now considered inappropriate conduct, in violation of GOM 3.00.015(2)(g).

In IIU2023-241, a deputy alleged that she heard the subject employee (who is originally from Romania) refer to Roma people⁹ as “gypsies” and make derogatory remarks about them in front of members of the public. Four additional members of the subject employee’s squad reported hearing him discuss Roma people negatively, with one witness officer summarizing the subject employee’s remarks as stating that, “This is a culture that will commit crimes.” The subject employee was also recorded on body-worn camera berating an arrestee from Moldova¹⁰ for committing crimes because, as he told another deputy, “It’s so unusual for those people to do this kind of stuff.” The subject employee openly explained these views in his interview with investigators, stating that the term “gypsy” referred to an ethnic group that is found throughout Europe and “now, unfortunately, we have them in the United States.” The subject employee also claimed that all Roma people are involved in crime because they must regularly pay tribute money to their clan leaders and, if any Roma person appears to have a legitimate job, it is merely a front for criminal activity.¹¹

OLEO recommended that the Sheriff’s Office sustain the discrimination allegation against the subject employee because his repeated comments about the Roma people constituted national origin discrimination. The Sheriff’s Office declined to adopt OLEO’s recommendation because it believed that being Roma is an “ethnicity” and thus not protected by the GOM’s prohibition against discrimination. This reasoning is unsound as it is well established that national origin discrimination includes discrimination against ethnic groups.

Both the U.S. Equal Employment Opportunity Commission and courts have recognized the Roma as protected by prohibitions against national origin discrimination. Further, the Sheriff’s Office has rightfully sustained at least one discrimination allegation involving comments about Hispanic community members, another ethnic group. This refusal to engage with anti-Roma bias thus sets a dangerous precedent of differential treatment. OLEO escalated the case to Sheriff’s Office leadership, but the findings were not changed.

⁹ The Roma, or Romani, people are an ethnic group with concentrated populations in Eastern Europe. Approximately 1 million Roma people live in the United States.

¹⁰ Moldova is a European country that borders Romania. Its official language is Romanian.

¹¹ The U.S. State Department considers using the term “gypsy” as a slur and stereotyping the Roma as persons who engage in criminal behavior as manifestations of anti-Roma bias. Additional information can be found at <https://www.state.gov/defining-anti-roma-racism/>. (The current U.S. Administration has been purging civil rights-related information from various federal governmental websites related to what it incorrectly and pejoratively identifies as “DEI” (diversity, equity, and inclusion) material. Because this process of purging has been haphazard, [Appendix E: Defining Anti-Roma Racism](#) contains the most recent version of this page, in case it gets removed.)

By contrast, the Sheriff's Office sustained an allegation of ethnic discrimination in IIU2023-235. The complainant in the case alleged that the subject employee overheard her and her fiancé speaking Spanish with a security screener and stated, "This is America, speak English." A court coordinator was standing near the subject employee and also heard his remark. When the complainant requested a sergeant's information so she could make a complaint, the subject employee gave her a business card with his personal cell phone number and a sergeant's name handwritten on it.¹² In his interview with investigators, the subject employee admitted that he made the statement, but claimed that he said it "quietly" so that only the court coordinator would hear. The subject employee also explained that he had recently traveled overseas and, based on his experiences there, believed it would be to the complainant's fiancé's "honest benefit" to learn English.

The Sheriff's Office initially proposed not sustaining the discrimination allegation because it believed the subject employee sought to "instruct" the complainant and her fiancé about the difficulties of not speaking English in the United States. OLEO recommended that the allegation be sustained because it would not make sense for the subject employee to make the statement quietly if he earnestly intended it as a helpful instruction to the complainant. The Sheriff's Office ultimately agreed with OLEO's recommendation and sustained the allegation.

In another apparent inconsistency, the Sheriff's Office did not apply this same scrutiny to the subject employee's stated motives for making a discriminatory statement against a Hispanic community member in IIU2023-205. The complainant in that investigation, who the subject employee identified in his report as a Hispanic man, verbally argued with the subject employee when he responded to a domestic violence call at the complainant's cousin's home. As shown in body-worn camera video, during the encounter, the complainant asked for the subject employee's sergeant and told him that he was going to get in "big trouble," to which the subject employee dismissively responded, "OK, papi." The complainant believed that the subject employee intended the remark as a homophobic taunt because he was gay. In his interview with investigators, the subject employee explained that he made the comment to undercut the complainant's authority and "to basically, firmly put him in his place." He also stated that he speaks Spanish near fluently and was not familiar with the term "papi" having homophobic connotations. When asked why he used that term specifically, the subject employee suggested that he may have slipped into conversational Spanish during the incident.

¹² The Sheriff's Office brought an allegation of dishonesty against the subject employee for this conduct. OLEO recommended that this allegation be sustained, but the Sheriff's Office declined to accept the recommendation.

OLEO recommended that the allegation of discrimination be sustained because, by his own admission, the subject employee perceived the complainant as Hispanic, intended to undercut the complainant and “put him in his place,” and did so by utilizing a Spanish term which he would not have otherwise used.

OLEO also observed that it was improbable that the subject employee spontaneously switched to using Spanish when everyone on the scene was speaking English exclusively for several minutes. The Sheriff's Office rejected OLEO's proposed reasoning.

Instead of considering use of the term from both angles—both regarding sexual orientation and ethnicity—the Sheriff's Office found that the allegations could not be sustained solely on the basis that the subject employee did not know that the complainant was gay. OLEO agreed that there was no evidence to sustain an allegation based on the use of a homophobic slur, but insisted that the allegation should be sustained based on belittling the complainant in Spanish because of his ethnicity.

Notably, in its written findings in this investigation, the Sheriff's Office commented that the subject employee's use of “papi” should be addressed by training because it “was not consistent with de-escalation principles.” The Sheriff's Office's findings in IIU2023-241 (also not sustained) similarly recommended that the subject employee receive training because his comments “reflect flawed ways of thinking.”

This tension between insisting that a subject employee did not commit wrongdoing yet still suggesting that the misconduct needed to be remedied suggests a possible reluctance to sustain discrimination allegations against employees because of the weight such an allegation carries.

This reluctance may also have contributed to the fact that the Sheriff's Office did not sustain a single allegation of discrimination between 2020 and 2023. In August of 2024, the Sheriff's Office created an additional category of misconduct, inappropriate conduct, which covers conduct that may not rise to discrimination but that nevertheless communicates a negative message based on a complainant's membership in a protected class. Going forward, OLEO will continue to review the Sheriff's Office's findings in discrimination and inappropriate conduct investigations for consistency and accuracy.

Corrective Action and Appeal



Corrective Action

The Sheriff's Office may provide corrective counseling or training or impose discipline when a finding is sustained. This includes expedited investigations that resulted in a disposition of performance-related training (and considered as sustained for the purposes of this Annual Report), which is considered corrective and not discipline. Due to collective-bargaining restrictions, OLEO cannot make discipline recommendations or comment on specific instances of discipline at this time.

The group of sustained top six external allegations previously discussed had corrective action imposed on the subject employee as shown in Figure 9. Training or corrective counseling of all types was the corrective action or discipline for 84% of these allegations. When examining some of the same top allegation types originating from Sheriff's Office employees, training or corrective counseling was less common, imposed for 70% of these allegations.

However, among all the sustained allegations in 2024, internal allegations had training imposed as the corrective action more frequently than those from the community.

Table 1. Primary Corrective Action or Discipline for Sustained Top External Allegations in 2024

Allegation	Number	Sustained, including performance-related training (PRT)
Violation of directives	66	10
		PRT: 8
		Corrective counseling memo: 1
		No action: 1
Excessive force	50	2
		PRT: 1
		Suspension: 1
Subpar performance	47	3
		PRT: 3
Discourtesy	42	1
		Verbal counseling: 1
Abuse of authority	30	7
		PRT: 2
		Training: 5
Discrimination	24	2
		Suspension: 1
		Termination: 1

Note: "No action" is used when discipline cannot be issued, as when an employee resigned.

Table 2: Comparison of Corrective Action or Discipline for Sustained Allegations by Origin in 2024

Corrective action	Percent of sustained external allegations with corrective action imposed	Percent of sustained internal allegations with corrective action imposed
Training and corrective counseling: 61%		
Performance-related training	35%	55%
Training	12%	0%
Verbal counseling	5%	0%
Corrective counseling memo	2%	9%
Progressive discipline: 36%		
Written reprimand	2%	21%
Suspension	23%	13%
Termination	14%	0%
No corrective action: 4%		
No action	7%	2%

Note: Percentages have been rounded.

Grievances, Settlements, or Arbitrations (Appeals)

Discipline imposed by the Sheriff's Office may change through the grievance and arbitration process as a result of a management decision in the collective bargaining agreement's grievance hearings, a discipline settlement agreement reached between the County and the employee's union, or a final arbitral award from the Public Employment Relations Commission's Law Enforcement Disciplinary Grievance Arbitration Panel. Below are investigations that have been subject to the grievance and arbitration process in 2024.

Table 3. *Grievances, Settlements, or Arbitrations Occurring in 2024*

Status	Case number	Sustained allegations	Discipline imposed by Sheriff's Office ¹³	Grievance/Settlement/Arbitration status or outcome
Resolved	IIU2023-075	Violation of directives; Conduct unbecoming	Termination	Termination upheld at Arbitration (i.e., no change in outcome).
Resolved	IIU2023-092	Criminal conduct; Conduct unbecoming; Discrimination; Ridicule	Termination	Termination upheld through grievance steps. The King County Police Officers Guild decided not to proceed to arbitration (i.e., no change in outcome).
Resolved	IIU2023-118	Inappropriate conduct	One-day suspension	Suspension upheld though grievance steps. The King County Police Officers Guild withdrew arbitration demand (i.e., no change in outcome) as a part of settlement combining this and another investigation (IIU2024-205).
Resolved	IIU2023-118	Inappropriate Conduct; Ridicule	Written reprimand	Sustained finding reversed to non-sustained at Grievance Step 1.
Resolved	IIU2023-152	Violation of directives; Subpar performance	One-day suspension	Discipline reduced to written reprimand and 40 hours of prescriptive training at Grievance Step 2.

¹³ For purposes of this Annual Report, discipline imposed by the Sheriff's Office refers to the initial discipline decision made by the Sheriff, and when required, after a *Loudermill* hearing has occurred or been waived. A *Loudermill* hearing must be offered for all discipline decisions that impact an employee's compensation (e.g., termination, suspension, demotion, loss of specialty assignment pay) and requires notice of the proposed discipline and an opportunity for the employee to explain and refute any findings that are the basis of the proposed discipline before imposition.

Table 3. *Grievances, Settlements, or Arbitrations Occurring in 2024 continued*

Status	Case number	Sustained allegations	Discipline imposed by Sheriff's Office ¹³	Grievance/Settlement/Arbitration status or outcome
Resolved	IIU2023-180	Being under the influence while off-duty resulting in charges; False statements; Conduct unbecoming	Termination	Termination upheld through grievance steps. The King County Police Officers Guild decided to not proceed to arbitration (i.e., no change in outcome).
Resolved	IIU2023-239	Subpar performance	One-day suspension	Suspension upheld at Grievance Step 1, and grievance dropped at Grievance Step 2 (i.e., no change in outcome).
Resolved	IIU2023-250	Obedience to laws; Ethics and conflicts	Two-day suspension	Discipline reduced by settlement to written reprimand at Grievance Step 3.
Pending	IIU2023-047	Excessive force; Conduct unbecoming	Two-week suspension	Suspension upheld at Grievance Step 2, pending Grievance Step 3 decision.
Pending	IIU2024-024	Violation of directives; Conduct unbecoming	One-day suspension	Suspension upheld through grievance steps, proceeding to arbitration.
Pending	IIU2024-125	Conduct unbecoming	Two-week suspension, including one week held in abeyance	Suspension upheld through grievance steps, proceeding to arbitration.

Critical Incidents and Reportable Use of Force

Critical Incidents

Critical incidents could be force incidents that resulted in either death or serious injury, deaths that occurred under the custody of the Sheriff's Office, or use of deadly force, regardless of whether any contact or injury occurred.

OLEO's role in reviewing critical incidents includes attending and observing the processing of scenes of officer-involved shootings and serious uses of force. OLEO has authority to monitor the administrative investigation and attend force reviews for critical incidents.



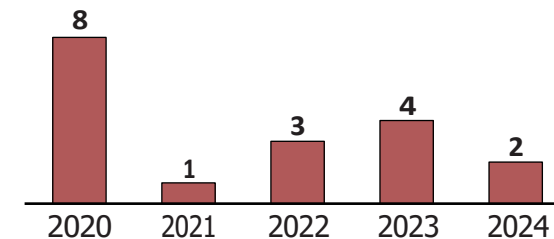
¹⁴ While the administrative and criminal investigations run parallel in theory, the Sheriff's Office generally waits for a charging decision by King County Prosecuting Attorney's Office before completing its administrative investigation.

ART2024-003: Shooting

One officer shooting resulted in a critical incident in 2024, when Sheriff's Office Tac30 personnel fatally shot the tenant of an apartment, Mr. Michael Vaughn, during an attempted eviction. In March of 2024, the Sheriff's Office Civil Unit received orders to enforce the eviction of a tenant at an apartment complex in Auburn. When the Civil Unit attempted the eviction, the tenant refused to leave, threatened violence against the deputies, and indicated that he had access to firearms. The deputies left the premises without enforcing the eviction. They returned several weeks later with the assistance of the Crisis Negotiation Team and a Tac30 team. The Tac30 team parked an armored vehicle outside the unit and the Crisis Negotiation Team gave instructions over the loudspeaker to the tenant to exit the unit. The tenant came to the window of the unit armed with an AR-15-style rifle. The Tac30 team attempted to speak with the tenant who appeared to become more agitated as they spoke. The Tac30 team then deployed tasers and 40mm less-lethal rounds in an attempt to subdue the tenant. These methods failed and the tenant opened fire on the Tac30 team with his rifle. The Tac30 team returned fire, striking the tenant in the chest and knocking him to the ground. The Tac30 team then entered the unit and attempted to administer medical aid to the tenant. The tenant died of his injuries on the scene. OLEO responded to the scene. The investigation by the Valley Independent Investigative Team has been completed and the review by the King County Prosecuting Attorney's Office (KCPAO) is currently pending.

ART2024-005: Use of K-9

The other critical incident in 2024 involved the use of a police dog (K-9) to immobilize and arrest a person suspected of a crime, Mr. Vincent Robinson, resulting in injuries to his arm that required surgery. In July of 2024, a Sheriff's Office deputy and his K-9 assisted Auburn Police, including their SWAT unit, in arresting a man suspected of shooting his girlfriend the evening before. The suspect was in a neighbor's apartment, and the neighbor consented to the police entering the apartment to carry out the arrest. The methodical search of the home included the deputy letting his K-9 enter some rooms first, because there was no response to repeated calls for the suspect to come out. In one of the rooms, the K-9 located the suspect and bit him on the arm, causing punctures and injuries to the arm that required surgery. The Administrative Review Team completed its review of the incident and concluded that the use of force was within policy. Per state law, this critical incident did not necessitate an investigation by an independent investigative team or a review by KCPAO.

Figure 10. Critical Incidents, 2020-2024

2024 had the fewest critical incidents in one year since 2021.

Critical Incident Updates (2022-2023)

ART2022-003: Shooting death of Mr. Derrick Ellis. The Critical Incident Review Board found the deputies' action to be within policy. KCPAO declined prosecution, finding that Mr. Ellis' "action of pointing the firearm at a deputy is sufficient to find that there was probable cause that he posed a threat of serious physical harm to the involved deputies." ¹⁵

ART2022-004: In-custody death of Mr. Lamond Dukes. The investigation by the Valley Independent Investigative Team has been completed and review by KCPAO is currently pending. ¹⁶

ART2023-001: Non-fatal shooting of Mr. Abdinjib Ali Ibrahim. The Critical Incident Review Board has been completed, finding the deputies' actions to be within policy. KCPAO declined prosecution, finding that the officers "acted in good faith and were justified in using deadly force against Mr. Ibrahim." ¹⁷

¹⁵ Decline Memorandum, Use of Force – Fatality of Derrick Ellis, <https://cdn.kingcounty.gov/-/media/king-county/depts/pao/documents/public-integrity/use-of-force-fatalities/2022/ellis-derrick-public-memo---redacted.pdf>.

¹⁶ Prosecuting Attorney's Office – 2022 incidents, [Prosecuting Attorney's Office – 2022 incidents - King County, Washington](#).

¹⁷ Decline Memorandum, Use of Force Non-Fatality, Abdinjib Ibrahim, <https://cdn.kingcounty.gov/-/media/king-county/depts/pao/documents/public-integrity/use-of-force-non-fatalities/2023/ibrahim-abdinjib-public-memo---redacted.pdf>.

Use of Force

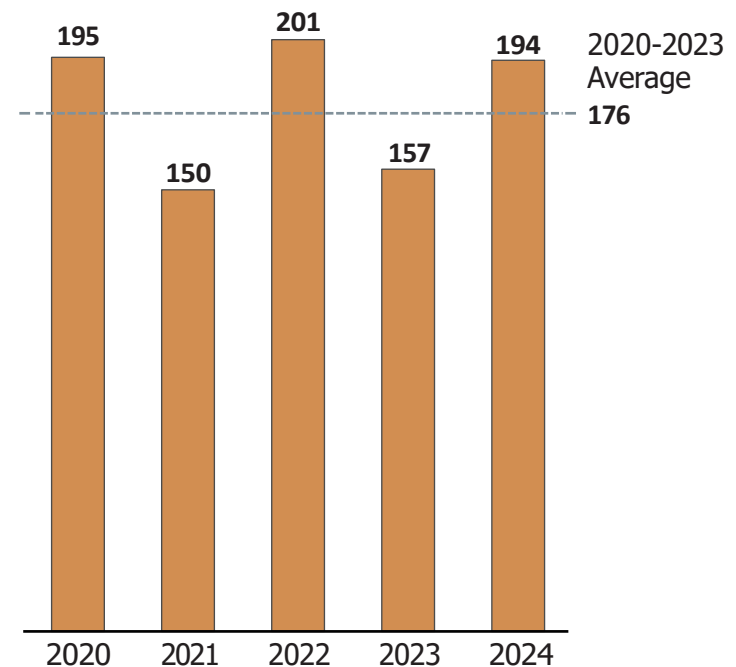
Deputies who use force on an individual that meets the Sheriff's Office's criteria for reporting are required to call a sergeant in most instances. The Sheriff's Office has three categories for reportable force.¹⁸

Level I, for example, includes control holds and "show of force" by displaying a firearm but does not require a supervisor to respond to the scene unless a complaint is made.

Level II, for example, includes using a Taser or pepper spray, K-9 bites, aiming a firearm at a person, hitting or striking someone with hands, feet, or an object, and any other force that results in injury or complaint of injury. Except for aiming a firearm, a supervisor is required to respond to the scene.

Level III, for example, includes discharge of a firearm toward a person, a strike to the head, neck or throat with a hard object, or any other actions or means reasonably likely to cause death or serious physical injury. A supervisor is required to respond to the scene and the Commander must also be notified.

Figure 11. Use of Force, 2020-2024



¹⁸ GOM 6.01.015.

Policy and Practices

Policy Reviews

OLEO provides feedback and recommendations on specific policies in the Sheriff's Office General Orders Manual and on various Standard Operating Procedures. OLEO's policy recommendations aim to prioritize equity and reflect community interests, legal standards, and law enforcement best practices. Below are select highlights of OLEO's recommendations in 2024.

Policy status key:  Adopted  Partially adopted  Pending  Not adopted  Not yet published by OLEO

Use of Force (GOM 6.00.000), Investigation/Reporting Use of Force & Serious Incidents (GOM 6.01.000), and Less Lethal Weapons (GOM 6.03.000) [Link to memo](#)

In 2024, OLEO issued recommendations aimed at ensuring the Sheriff's Office's use of force policies are in line with the Washington State Attorney General's Office Model Use of Force Policy and reflect law enforcement best practices. The memo included three recommendations reissued from OLEO's February 2023 memo to clarify the language around standards of "necessary, proportional, and reasonable" for the use of physical force and the issuance of warnings prior to the use of physical force, and to implement stricter standards on when deputies may use force to prevent fleeing a temporary investigative stop. Additionally, OLEO included three new policy recommendations to limit the use of Taser Energy Weapons on handcuffed persons, explicitly define the term less lethal weapons, and to restore prior policy language on reporting standards when pointing and aiming a less lethal weapon.

Executing Search Warrants/Planned Events (GOM 5.12.000) [Link to memo](#)

After several rounds of review and discussion with the Sheriff's Office, OLEO issued recommendations aimed at improving transparency and accountability surrounding planned operations and promoting best practices for search warrant operations. In response to OLEO's recommendations, the Sheriff's Office adopted the majority of these policy changes into the GOM including promoting tactics which can reduce risk for officers and the subjects of warrants, incorporating language on proper notice and considerations for making a forced entry, and reporting and documentation of search warrant operations.

However, the Sheriff's Office did not adopt recommendations regarding additional data collection and reporting, standardization of documentation and planning for assessing the risk of an operation, and requiring the presence of crisis negotiators at higher risk operations.

Policy status key:  Adopted  Partially adopted  Pending  Not adopted  Not yet published by OLEO

Traffic Enforcement and Safety

In response to feedback from its community partners, OLEO began work to review the Sheriff's Office policies regarding traffic enforcement and safety. This will be OLEO's first policy review using the Community Guidance Framework, a new process OLEO and its community partners designed to review and develop policy recommendations in direct collaboration and consultation with community. At the end of 2024, OLEO began work to collect community input on their priorities and concerns regarding traffic enforcement and safety in King County. These efforts included three in-person listening sessions and a survey which garnered 187 responses. This policy work and forthcoming recommendations to the Sheriff's Office will continue into 2025.

Reports

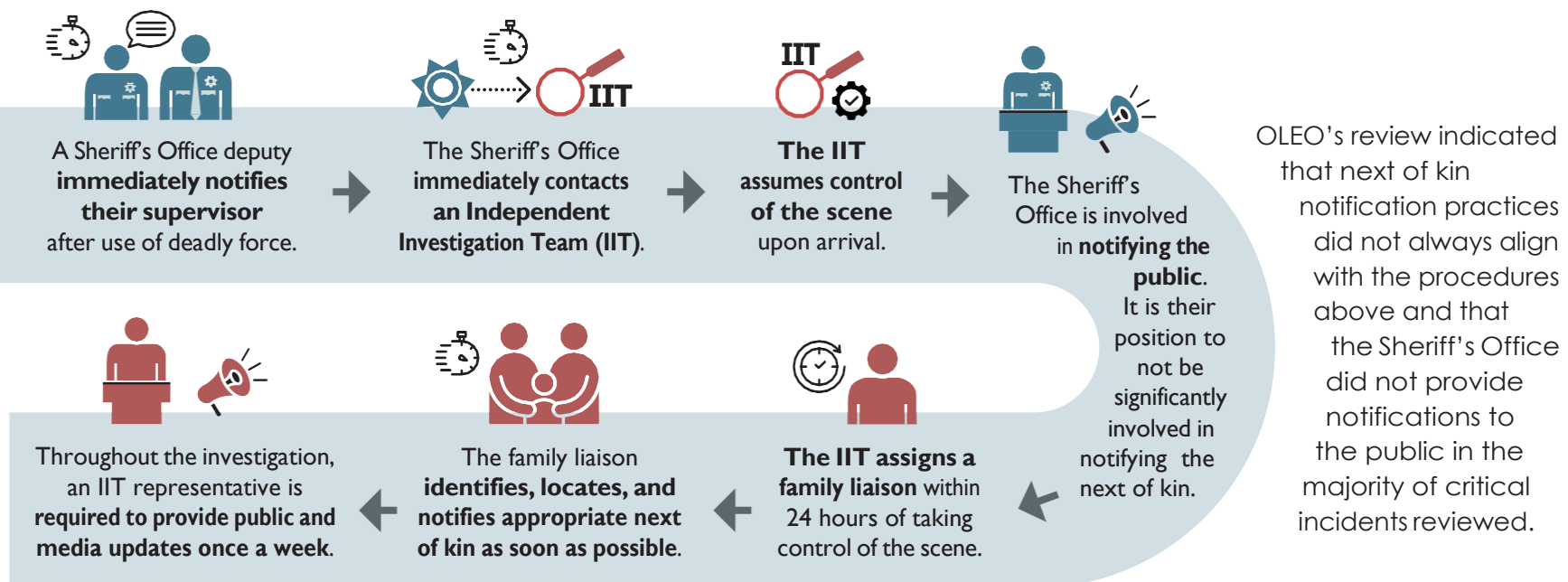
Trauma-Informed Notifications [Link to report](#)

In 2024, OLEO issued a report that aimed to answer the question: How can the Sheriff's Office use a trauma-informed lens to speak with community members after a critical incident?

This report examined the legal and policy landscape governing notifications and public communication after a critical incident, current Sheriff's Office policy, and national research and best practices for incorporating trauma-informed notifications.

"Critical incident" is an umbrella term that includes three scenarios that require notification. These incidents are treated differently in terms of the procedures of investigation and who is tasked with communicating with next of kin and the public: (1) a use of deadly force which results in death or serious injury, (2) a use of non-deadly force which results in death or serious injury, and (3) an in-custody death or serious injury with no use of force.

The Sheriff's Office's current notification procedures for incidents involving deadly force are described below:



Best Practices

OLEO referenced research literature and conducted interviews with subject matter experts in the fields of civil rights, academia, law, mental health, and victim advocacy to define best practices in trauma-informed communication surrounding critical incidents.

Next of Kin Notification

Who should deliver notification?

Research shows a variety of opinions on law enforcement involvement in notification, but there is consensus that a trauma-informed non-law enforcement professional should always be present to help deliver difficult news to next of kin of those killed or seriously injured by law enforcement.

When should the notification be delivered?

Notifications should be delivered to next of kin at the earliest possible moment.

How should the notification be delivered?

Notifications should be tailored to the unique needs of the people receiving the news and should be followed up with referrals to community-based resources to provide additional support.

How do other law enforcement departments manage next of kin critical incident notifications?

Most departments do not have policies for notifying next of kin after a critical incident. However, when they do have relevant policy guidance, it aligns with best practices of timely, respectful, clear communication that incorporates a team of both law enforcement and non-law enforcement professionals.

Public Notification

What notifications should be delivered?

Within hours, the basic facts of an incident should be released to the public and in the days following, additional relevant information like video footage should be proactively released in coordination with next of kin and investigators.

How should notifications be delivered?

Public notifications about a critical incident should be done transparently, sensitively, and using neutral language.

How do other law enforcement departments manage public critical incident notifications?

Notable department policies establish clear protocols for release of public information after a critical incident that include specific timelines, designated roles and responsibilities, and guidelines for what information can and cannot be released. Another peer agency practice is to create a clearinghouse that ensures the public can easily access and navigate information and data about critical incidents.

Recommendations

- 1. Create a policy and include language in MOUs¹⁹ for trauma-informed notification and engagement after each type of critical incident.**
 - a. Create a multidisciplinary family engagement team that is responsible for next of kin communication in the aftermath of a critical incident. This engagement team should:
 - i. Require personnel who engage with next of kin to be accompanied by non-law enforcement representatives.
 - ii. Require in-person engagement with next of kin whenever possible.
 - iii. Require personnel who engage with next of kin to be in plain clothes.
 - iv. Provide written materials or pamphlets to leave with next of kin.
 - b. Provide trauma-informed communication training for personnel to utilize in emergency circumstances.
- 2. Partner with organizations that offer victim support services within King County to provide trauma informed responses and equitable, culturally competent community organization referrals.**
- 3. Clarify confidentiality or lack thereof, of interactions between next of kin and independent investigator family liaisons.**
- 4. Publish Independent Investigations Team protocols on the Sheriff's Office website.**
- 5. Create a policy for media release after a critical incident.**

¹⁹ Memorandums of understanding govern the Sheriff's Office involvement in critical incidents when an IIT is involved.

Recommendations *continued*

- 6.** Create a video release policy that includes release of critical incident footage within 72 hours and requires transparency in decision-making.

- 7.** Create a data portal with easily accessible data of all critical incidents.

Community Engagement

Community Partnerships

In 2024, OLEO engaged community-based organizations to partner on OLEO's [Community Guidance Framework](#) for policy reviews. OLEO met with organizations that provide services to minority communities, promote civic organizing and political advocacy, and advance social and racial equity. After initial outreach, OLEO secured five partnerships through memoranda of understanding with The Arc of Washington, Washington For Black Lives, Congolese Integration Network, Transportation Choices Coalition, and People Power Washington. Together with these partners, OLEO began work to engage diverse communities on policy topics using listening session forums and an online survey. OLEO will continue this work in 2025 to create policy recommendations that are informed by the lived experiences of community members in King County.

OLEO is looking for community-based organizations that can be a part of our policy review process. This is a process open to all, and it is especially important to collaborate with organizations that further the interests of populations that have been historically marginalized or overpoliced. Interested? Please fill out this [simple form](#) and OLEO will be in touch.

Community Advisory Committee for Law Enforcement Oversight

A focal point of OLEO's connection to King County communities is through the Community Advisory Committee for Law Enforcement Oversight (CACLEO). This body is up to an eleven-member Executive-appointed, Council-confirmed committee that advises and collaborates with OLEO. CACLEO also advises the King County Council and the Sheriff's Office on matters related to public safety and equity and social justice.

CACLEO represents an effort to engage with the diverse communities of King County and increase transparency of and accessibility to oversight activities and functions. Committee work in 2024 included the following:

- Support of OLEO and the Sheriff's Office in opposing enforcement of Burien city code that criminalizes homelessness
 - » [Press Release](#)
- Attendance at community events to increase CACLEO's presence and community awareness of oversight topics
- Expansion of outreach efforts to recruit for open CACLEO positions
- Engagement with community members on Sheriff's Office policy and procedures related to misconduct complaints

Essential Duties and Responsibilities of CACLEO Members

- Act as a liaison between OLEO and King County's diverse communities. This includes conducting outreach to communities served by the Sheriff's Office, gathering information about public perceptions and concerns relating to the Sheriff's Office, and providing the public with information about recourse for alleged law enforcement misconduct.
- Provide input and guidance on policies, procedures and practices related to policing in King County.
- Advise the King County Council and the Sheriff's Office on matters of equity and social justice related to law enforcement and on systemic problems and opportunities for improvement within the Sheriff's Office.

Qualifications of CACLEO Members

- Residency in King County, WA.
- Ability to regularly attend committee meetings. Schedules are established with committee input at the beginning of each calendar year.
- Ability to serve on at least one subcommittee and available for phone-based consultation with OLEO staff (always scheduled in advance).
- Ability to participate effectively in committee meetings, listen to and work well with other committee members, provide feedback in a respectful manner, and be open to a diversity of ideas.
- Ability to check email and make timely responses.

Applications are accepted on a rolling basis. Interested?

- Please review the full [position description](#).
- Complete the [commission application](#) and the [personal questions form](#).
- Send the completed forms to oleo@kingcounty.gov.

OLEO's Community Engagement team will schedule time to speak by phone once an application is submitted. OLEO's Director will then review the application and send it to the King County Boards and Commissions liaison for consideration.

Join CACLEO!

*The committee is
currently looking for
new members to join!*

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Appendix A: Notes about Data

- OLEO maintains its own database and updates it regularly by viewing and reviewing case files from the Sheriff's Office IAPro database.
- To have a clear data set that was not ever-changing, OLEO assigned January 31, 2025 as the cutoff data date. That means that anything entered into IAPro after that date is not included in this Annual Report.
- In one investigation, OLEO judged the information to be erroneous and/or that an inaccurate disposition had been applied. The disposition recorded shows no finding when in fact it should have been sustained – lesser included²⁰ which is a new disposition published in February of 2025. For purposes of this Annual Report, OLEO did not change the no finding record but recognizes if sustained – lesser included had been used, OLEO would have included that allegation in analysis in this Annual Report.
- In investigations that resulted in a *Loudermill* hearing and where the *Loudermill* hearing outcome changed an allegation, disposition, or discipline, OLEO updated our dataset for analysis to show the new outcome from the *Loudermill* hearing. For example, a disposition was originally served as sustained and through a *Loudermill* hearing, the final disposition became non-sustained; OLEO used the final non-sustained disposition for analysis in this Annual Report.

²⁰ Sustained – lesser included is used when an allegation is supported by sufficient factual evidence to establish a general misconduct violation but is based on the same facts as a sustained serious misconduct allegation for the same incident, and therefore does not result in additional discipline. (GOM 3.03.190.)

Appendix B: Complaint Classifications

A complaint is classified into one of three ways: formal investigation, expedited investigation, or mediation.

- 1. Formal investigation:** a complaint alleging a policy violation (serious or minor) that requires further investigation beyond the preliminary investigation or that does not fall under one of the other classifications.
- 2. Expedited investigation:** a complaint that does not require further investigation beyond the preliminary investigation. An expedited investigation must fall under one of the following subcategories:
 - Preliminary evidence conclusive – a complaint where the preliminary investigation has provided clear and convincing evidence to determine that one of the below findings should be entered, and where there is no other compelling interest to further investigate:
 - Sustained, where the policy infraction warrants performance-related training but no other corrective action with the resulting disposition being performance-related training
 - Unfounded
 - Exonerated
 - Service or policy concern – a complaint that, even if true, would not be a violation of policy
 - Member stipulates to misconduct – a complaint that satisfies the following criteria:
 - Employee admits to the conduct alleged
 - Employee agrees to imposed corrective action
 - Allegation is not of a serious policy violation
 - Allegation does not involve an associated significant public concern
 - Employee does not attribute their actions to something that an investigator must independently verify
 - Lack of relevance – a complaint about a person who is no longer an employee of the Sheriff's Office, where the allegations are not of significant public concern, and where an administrative investigation would not provide meaningful information about current Sheriff's Office operations
 - Harassment and retaliation – a recurring complaint without additional facts and where there is evidence the complaint is made to harass or retaliate against an employee who themselves filed a complaint
 - Referral to resources – a recurring complaint without additional facts or evidence and where there is cause to believe the complainant would benefit from a referral to community resources (e.g., mental health, substance use, crisis intervention)
 - Time limitation – a complaint that would not constitute a serious policy violation, that is not of significant public concern, and that is about conduct that occurred more than one year prior
 - Lack of evidence – a complaint where the preliminary investigation could not generate sufficient factual evidence or leads to allow for the identification of the involved employee
- 3. Mediation:** a complaint that qualifies for mediation.

Appendix C: Notes about Allegations

For the purposes of this Annual Report, allegations have been described in a shortened fashion. Below are those allegations as shown in the GOM.²¹ Because a given allegation may indicate a wide variety of specific misconduct reported, examples of this range are included.

Allegation, shortened	Allegation as shown in the GOM	Examples of allegations
Abuse of authority	Inappropriate use of authority	<ul style="list-style-type: none"> • A complainant alleges they were harassed by a deputy during a contact. • A complainant alleges deputies enforced a civil matter inappropriately.
Being under the influence while off duty resulting in charges	Being under the influence of either drugs or alcohol while off-duty, resulting in criminal conduct charges or conviction	<ul style="list-style-type: none"> • An off-duty deputy is alleged to have hit someone while intoxicated at a bar and is charged with assault.
Conduct unbecoming	Conduct unbecoming	<ul style="list-style-type: none"> • A complainant alleges a deputy contacted a sex worker for services while on-duty. • A complainant alleges a deputy swore at and threatened them. • An employee alleges their colleague made an inappropriate comment about them on social media.
Criminal conduct	Conduct that is criminal in nature	<ul style="list-style-type: none"> • An arrested person alleges they were sexually assaulted by a deputy. • A complainant alleges an employee stole their property. • A off-duty deputy is arrested on suspicion of DUI in Snohomish County.

²¹ <https://kingcounty.gov/en/dept/sheriff/about-king-county/about-sheriff-office/about-kcso/general-orders-manual>.

Notes about Allegations *continued*

Allegation, shortened	Allegation as shown in the GOM	Examples of allegations
Discourtesy	Courtesy/disrespect	<ul style="list-style-type: none"> • A complainant alleges the 911 dispatcher was dismissive. • A colleague reports a deputy making unprofessional comments about a coworker. • A complainant alleges they were harassed.
Discrimination	Discrimination, harassment, or retaliation ²²	<ul style="list-style-type: none"> • A complainant alleges a deputy was racially biased in handling a traffic matter. • An employee reports sexual harassment by a colleague.
Ethics and conflicts	Ethics, conflicts, and appearance of conflicts	<ul style="list-style-type: none"> • A colleague alleges an employee used their work email for political events.
Excessive force	Excessive use of force	<ul style="list-style-type: none"> • An arrested person alleges they were thrown to the ground unnecessarily by deputies. • A supervisor reports a deputy pointed a weapon improperly.
Fails to pass training	Fails to achieve a passing score in any required training or qualification session	<ul style="list-style-type: none"> • A deputy was late in renewing their firearm qualification. • An employee failed to complete a required anti- harassment training.
False statements	Making false or fraudulent reports or statements, committing acts of dishonesty, or inducing others to do so	<ul style="list-style-type: none"> • A complainant alleges a deputy lied about their body-worn camera. • An employee alleges their supervisor is lying about them.

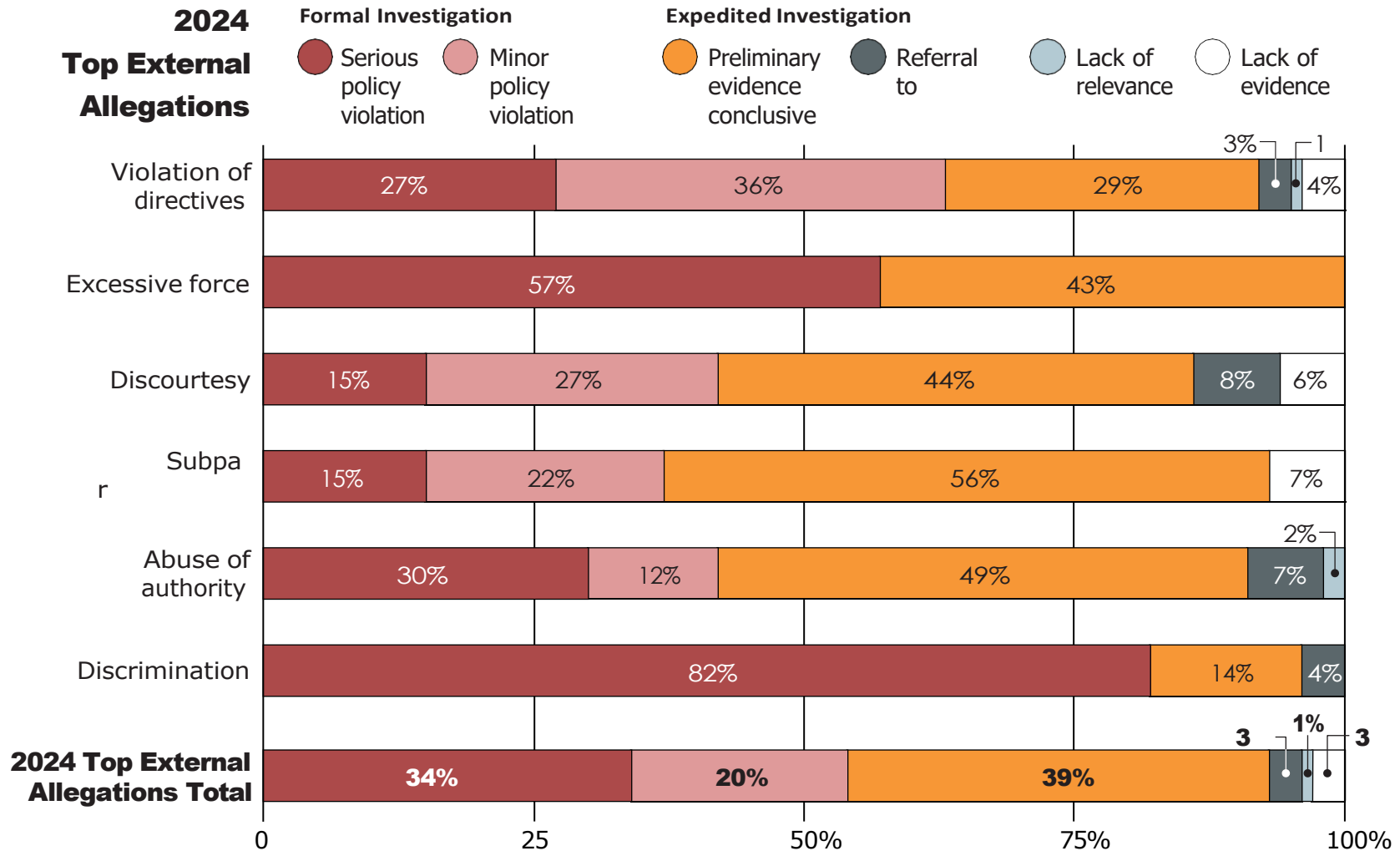
²² Previously, this allegation was listed in the GOM as Discrimination, harassment, incivility, and bigotry (members while on duty). The current allegation as shown in the table now separates out discrimination from inappropriate conduct which covers conduct that may not rise to discrimination but that nevertheless communicates a negative message based on a complainant's membership in a protected class.

Notes about Allegations *continued*

Allegation, shortened	Allegation as shown in the GOM	Examples of allegations
Inappropriate conduct	Inappropriate conduct ²³	<ul style="list-style-type: none"> • An employee alleges a colleague made comments about their colleague's gender. • A complainant alleges a deputy harassed them.
Ridicule	Ridicule	<ul style="list-style-type: none"> • A complainant alleges deputies laughed at their report of an assault.
Subpar performance ²⁴	<p>Performance standards: otherwise fails to meet standards set forth by law, policies or procedures as set out in this manual, or elsewhere; and</p> <p>Performance standards: performs at a level significantly below standards achieved by others in work unit</p>	<ul style="list-style-type: none"> • An employee failed to work a mandatory overtime shift. • A complainant alleges a deputy failed to follow up and mishandled a case. • A colleague alleges a report has factual errors and inconsistencies. • A supervisor alleges a deputy modified equipment inappropriately.
Violation of directives	Acts in violation of Sheriff's Office directives, rules, policies, or procedures as set out in this manual, or elsewhere	<ul style="list-style-type: none"> • A colleague reports an employee was late for their shift. • A school zone camera takes a photo of a deputy speeding in their patrol car. • A complainant alleges they were arrested unlawfully without a warrant. • A supervisor alleges a deputy violated use of force and body-worn camera policy.

²³ Inappropriate conduct covers conduct that may not rise to discrimination but that nevertheless communicates a negative message based on a complainant's membership in a protected class.

²⁴ Previously, there were two versions of allegations of employees not meeting standards for performance: "Performs significantly below the standard achieved by others in the work unit" (often used) and "Otherwise fails to meet Sheriff's Office standards" (seldomly used). With the 2024 updates to the GOM, the wording of the latter was updated to "Otherwise fails to meet standards set forth by law, policy, procedure, or training", which IIIU began using for all allegations of employees not meeting performance standards in place of the previous GOM categories. "Subpar performance" is comparable to the "Performs below standards" abbreviation in OLEO's 2023 Annual Report. This table in the appendix includes all related allegations as written in various GOM versions.

Appendix D: Top External Allegations by Classification Subcategory Type in 2024

Note: Percentages have been rounded, and mediation cases excluded..

Appendix E: Defining Anti-Roma Racism

As defined by the U.S. Department of State:²⁵

Home > ... > Defining Anti-Roma Racism*

Defining Anti-Roma Racism*

OFFICE OF THE SPECIAL ENVOY FOR HOLOCAUST ISSUES

The U.S. Department of State has used the working definition of Anti-Roma racism* since it was adopted by the International Holocaust Remembrance Alliance (IHRA) as a legally non-binding definition in 2020. The effort to draft a [working definition](#) of anti-Roma racism was spearheaded by experts in the IHRA [Committee on the Genocide of the Roma](#) in consultation with representatives of civil society. As a member of IHRA, the United States has encouraged other governments and international organizations to adopt the definition.

The Working Definition of Anti-Roma Racism*

Adopted on 8 October 2020

Acknowledging with concern that the neglect of the genocide of the Roma has contributed to the prejudice and discrimination that many Roma** communities still experience today, and accepting our responsibility to counter such forms of racism and discrimination (Articles 4 and 7 of the IHRA 2020 Ministerial Declaration, article 3 of the Stockholm Declaration), the IHRA adopts the following working definition of anti-Roma racism:

Anti-Roma racism is a manifestation of individual expressions and acts as well as institutional policies and practices of marginalization, exclusion, physical violence, devaluation of Roma cultures and lifestyles, and hate speech directed at Roma as well as other **individuals and groups**.

Contemporary manifestations of anti-Roma racism could, taking into account the overall context, include, but are not limited to:

- Distorting or denying persecution of Roma or the genocide of the Roma.
- Glorifying the genocide of the Roma.
- Inciting, justifying, and perpetrating violence against Roma communities, their property, and individual Roma.
- Forced and coercive sterilizations as well as other physically and psychologically abusive treatment of Roma.
- Perpetuating and affirming discriminatory stereotypes of and against Roma.
- Blaming Roma, using hate speech, for real or perceived social, political, cultural, economic, and public health problems.

Contemporary manifestations of anti-Roma racism could, taking into account the overall context, include, but are not limited to:

- Portraying Roma as persons who engage in criminal behavior.
- Using the term "Gypsy" as a slur.
- Engaging or encouraging exclusionary mechanisms directed against Roma on the basis of discriminatory assumptions, such as the exclusion from regular schools and social procedures or policies that lead to the segregation of Roma communities.
- Implementing policies without legal basis or establishing the conditions that allow for the arbitrary displacement of Roma communities and individuals.
- Portraying Roma collectively responsible for the real or perceived actions of individual members of Roma communities.
- Spreading hate speech against Roma communities in whatever form, for example in media, including on the internet and on social networks.

* The United States uses the term anti-Roma racism, as the [IHRA working definition](#) recommends that Member Countries use the preferred term in their national context.

** The word 'Roma' is used as an umbrella term which includes different related groups, whether sedentary or not, such as Roma, Travellers, Gens du voyage, Resandefolket/De resande, Sinti, Camminanti, Manouches, Kalés, Romanichels, Boyash/Rudari, Ashkalis, Égyptiens, Yéniches, Doms, Loms and Abdal that may be diverse in culture and lifestyles. The present is an explanatory footnote, not a definition of Roma.

²⁵ <https://www.state.gov/defining-anti-roma-racism/>.

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- **Devon Shannon**, PAO
- **Sasha Alessi**, OLR



King County OLEO

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Annual Report, call or email OLEO.



Signature Report

Motion

Proposed No. 2025-0149.2

Sponsors Zahilay, Mosqueda and Quinn

1 A MOTION expressing King County council's opposition
2 to proposed federal Medicaid cuts and affirming support for
3 care workers, healthcare systems, and residents who rely on
4 Apple Health.

5 WHEREAS, Medicaid, known as Apple Health in Washington state, provides
6 essential healthcare coverage to over 1.8 million Washingtonians, including more than
7 440,000 residents of King County who rely on it for primary, behavioral, and long-term
8 care, and

9 WHEREAS, proposed federal budget reductions threaten to significantly decrease
10 Medicaid funding, which could severely impact access to critical health services for low-
11 income families, seniors, individuals with disabilities, and other vulnerable populations in
12 King County, and

13 WHEREAS, cuts to Medicaid would have significant ripple effects across King
14 County's healthcare infrastructure, including public, nonprofit, and for-profit hospital
15 systems, potentially forcing care reductions, employee layoffs, and service closures, that
16 would harm both patients and workers, and

17 WHEREAS, care workers, including home care aides, long-term care providers,
18 nursing home staff, and hospital workers, are essential to the health and well-being of our
19 residents, and their work is largely funded through Medicaid reimbursements, and

20 WHEREAS, these care workers are represented by several labor organizations,
21 including SEIU 775, SEIU Healthcare 1199NW, UFCW3000 and the Washington
22 Federation of State Employees, which advocate for the wages, benefits, and working
23 conditions, of those on the frontlines of care, and

24 WHEREAS, King County is committed to advancing health equity, preserving
25 healthcare access, and supporting the dignity and economic security of both care
26 recipients and the diverse health workforce that serves them;

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

28 A. The King County council formally opposes any federal actions that would
29 reduce Medicaid funding and urges Congress to maintain or increase current funding
30 levels to ensure continued access to essential healthcare services.

31 B. The council affirms its support for the care workforce, including home care
32 aides, nursing assistants, behavioral health workers, and hospital staff, whose roles are
33 central to our health system and funded in large part through Medicaid.

34 C. The council recognizes the essential contributions of healthcare institutions,
35 including nonprofit and for-profit hospital systems, long-term care facilities, and
36 community clinics, which would be seriously impacted by any reduction in Medicaid
37 funding.

38 D. The council acknowledges the advocacy and leadership of labor organizations
39 such as SEIU 775, SEIU Healthcare 1199NW, UFCW3000 and Washington Federation
40 of State Employees, which represent a wide range of workers who would be affected by
41 federal funding changes.

42 E. The council commits to working with federal, state, labor, and provider
43 partners, to protect and strengthen Medicaid and ensure that King County residents
44 continue to receive the healthcare and supports they need to thrive.

45 F. The clerk of the council is directed to transmit a copy of this motion to the
46 Washington state Congressional delegation, the Governor of Washington, the

- 47 Washington state Health Care Authority, relevant healthcare labor organizations, and
48 hospital associations.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Girmay Zahilay, Chair

ATTEST:

Melani Hay, Clerk of the Council

Attachments: None



King County

Metropolitan King County Council Health, Housing, and Human Services Committee

REVISED STAFF REPORT

Agenda Item:	6	Name:	Sam Porter
Proposed No.:	2025-0149	Date:	June 3, 2025

COMMITTEE ACTION

Proposed Substitute Motion 2025-146.2 to express the King County Council's opposition to proposed federal cuts to Medicaid and affirm support for those affected, passed out of committee on June 3, 2025, with a "Do Pass" recommendation. The Proposed Motion was amended in committee with Amendment 1 to correct the number of Washingtonians and King County residents who receive Medicaid coverage, and a verbal amendment to add the name of UFCW3000, on line 21, after "1199NW," insert "UFCW3000" On line 39, after "1199NW," insert "UFCW3000".

SUBJECT

Proposed Motion 2025-0149 would express the King County Council's opposition to proposed federal cuts to Medicaid and affirm support for those affected.

SUMMARY

The proposed motion would express the Council's formal opposition to any federal actions resulting in cuts to Medicaid (known as Apple Health in Washington) and urge Congress to maintain or increase funding. The motion would also affirm the Council's support for the healthcare workforce, recognize the contributions of care institutions that would be impacted by any reduction in Medicaid, and acknowledge advocacy of labor organizations. The motion would express the Council's commitment to working with partners to protect and strengthen Medicaid and requests the Council Clerk to transmit a copy of the motion to the Washington state congressional delegation, the Governor, the Washington Health Care Authority, relevant healthcare labor organizations, and hospital associations.

BACKGROUND

Medicaid is the federally matched medical aid program under Title XIX of the Social Security Act that covers the Categorically Needy and Medically Needy programs.¹ In Washington state, Medicaid covered 1,950,826 people as of June 2024.² Medicaid provides access to medical, dental, vision, and behavioral health services to those who qualify including individuals, families, and children, pregnant women, the elderly, and people with disabilities.

On May 25, 2025, the House of Representatives passed H.R.1., known as the “One Big Beautiful Bill Act”³, which proposes to reduce or increase spending for various federal programs, increase the statutory debt limit, and otherwise address agencies and programs throughout the federal government, including Medicaid. H.R.1. is a reconciliation bill and as such does not directly cut funding but directs House committees to submit legislation to the House Budget Committee to effectuate such changes through appropriation bills.

As described by King County Budget Director Dwight Dively in the Committee of the Whole (COW) on May 27, 2025, these appropriation bills would need to be passed by September 30, 2025, for the next fiscal year beginning October 1, 2025.⁴ Director Dively described H.R.1. as a high-level spending and revenue plan for the federal government over 10 years, “without details about how it would be implemented.” Director Dively stated that H.R.1. proposes \$800 billion of cuts to Medicaid over 10 years which, if implemented, would cut services and eligibility although it is unclear how exactly these cuts would affect King County government and residents.

ANALYSIS

The proposed motion expresses the King County Council’s formal opposition to any proposed federal actions that would reduce Medicaid funding and urges Congress to maintain or increase funding to ensure continued access to essential healthcare services. The proposed motion affirms the Council’s support for the healthcare workforce including, “home care aides, nursing assistants, behavioral health workers, and hospital staff, whose roles are central to our health system and funded in large part through Medicaid.” The proposed motion recognizes the contributions of healthcare institutions, “including nonprofit and for-profit hospital systems, long-term care facilities, and community clinics, which would be seriously impacted by any reduction in Medicaid funding” and acknowledges the advocacy of labor organizations including SEIU 775, SEIU Healthcare 1199NW, and Washington Federation of State Employees.

¹ Apple Health (Medicaid), Washington State Health Care Authority, <https://www.hca.wa.gov/about-hca/programs-and-initiatives/apple-health-medicaid>

² Impact of federal proposals on Medicaid in Washington State, May 2025, <https://www.hca.wa.gov/assets/program/medicaid-in-washington-state.pdf>

³ H.R.1 - One Big Beautiful Bill Act, <https://www.congress.gov/bill/119th-congress/house-bill/1>

⁴ Briefing 2025-B0085, Federal Government Update Impacts on Operations and Funding, https://king.granicus.com/player/clip/10981?view_id=4&redirect=true

The proposed motion expresses the Council's commitment to, "working with federal, state, labor, and provider partners, to protect and strengthen Medicaid and ensure that King County residents continue to receive the healthcare and supports they need to thrive." Lastly, the proposed motion directs the Council Clerk to transmit a copy of the motion to Washington's congressional delegation, the Governor, the Washington Health Care Authority, relevant healthcare labor organizations, and hospital associations.