



King County

1200 King County
Courthouse
516 Third Avenue
Seattle, WA 98104

Meeting Agenda Government Accountability and Oversight Committee

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

Lead Staff: Gene Paul (206-477-9378)
Committee Clerk: Blake Wells (206-263-1617)

9:30 AM

Tuesday, June 9, 2026

Hybrid Meeting

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

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

HOW TO PROVIDE PUBLIC COMMENT: The Government Accountability and Oversight Committee values community input and looks forward to hearing from you on agenda items.

There are three ways to provide public comment:

1. **In person:** You may attend the meeting and provide comment in the Council Chambers.
2. **By email:** You may comment in writing on current agenda items by submitting your email comments to committees@kingcounty.gov. If your email is received by 8:30 a.m. on the day of the meeting, your email comments will be distributed to the committee members and appropriate staff prior to the meeting.
3. **Remote attendance at the meeting by phone or computer** (see "Connecting to the Webinar" below).

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

	<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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You have the right to language access services at no cost to you. To request these services, please contact Language Access Coordinator, Tera Chea at 206 477 9259 or email tera.chea2@kingcounty.gov by 8:30 a.m. three business days prior to the meeting.

CONNECTING TO THE WEBINAR:

Webinar ID: 871 9559 4726

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

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

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

- 1) Stream online via this link: <http://www.kingcounty.gov/kctv>, or input the link web address into your web browser.
- 2) Watch King County TV on Comcast Channel 22 and 322(HD) and Astound Broadband Channels 22 and 711(HD)
- 3) Listen to the meeting by telephone – See “Connecting to the Webinar” above.

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

1. **Call to Order**

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

2. **Roll Call**

3. **Approval of Minutes p. 5**

May 12, 2026 meeting minutes

4. **Public Comment**



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TTY Number - TTY 711.
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Discussion and Possible Action

5. [Proposed Ordinance No. 2026-0101](#) p. 8

AN ORDINANCE relating to the prevention, detection, and response to fraud, waste, and abuse of county-administered moneys, and creating an inspector general division within the office of public complaints.

Sponsors: Dembowski, Dunn, Perry, von Reichbauer, Fain and Lewis

Miranda Leskinen, Council staff

6. [Proposed Ordinance No. 2025-0286](#) p. 163

AN ORDINANCE authorizing the execution of a franchise agreement with HyperFiber of Washington, LLC, for use of certain King County road rights-of-way in unincorporated King County for the construction, operation, and maintenance of wireline telecommunications transmission facilities.

Sponsors: von Reichbauer

Terra Rose, Council staff

7. [Proposed Ordinance No. 2026-0062](#) p. 258

AN ORDINANCE relating to King County district court electoral district boundaries for 2026; and amending Ordinance 16803, Section 1, as amended, and K.C.C. 1.12.050.

Sponsors: von Reichbauer



Erica Newman, Council staff

8. [Proposed Ordinance No. 2026-0126](#) p. 273

AN ORDINANCE related to the King County employee code of ethics; and amending Ordinance 12014, Section 2, as amended, and K.C.C. 3.04.017, Ordinance 1308, Section 3, as amended, and K.C.C. 3.04.020, Ordinance 12014, Section 3, as amended, and K.C.C. 3.04.030, Ordinance 6144, Section 2, as amended, and K.C.C. 3.04.035, Ordinance 9704, Section 8, as amended, and K.C.C. 3.04.037, and Ordinance 1308, Section 6, as amended, and K.C.C. 3.04.050.

Sponsors: Dunn

Brandi Paribello, Council staff

	<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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Other Business

Adjournment



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King County

1200 King County
Courthouse
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Seattle, WA 98104

Meeting Minutes Government Accountability and Oversight Committee

Councilmembers:

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

*Lead Staff: Gene Paul (206-477-9378)
Committee Clerk: Blake Wells (206-263-1617)*

9:30 AM

Tuesday, May 12, 2026

Hybrid Meeting

DRAFT MINUTES

1. **Call to Order**

Chair von Reichbauer called the meeting to order at 9:32 AM.

2. **Roll Call**

Councilmember Perry and Councilmember Dembowski were also in attendance.

Present: 3 - von Reichbauer, Dunn and Fain

Excused: 1 - Balducci

3. **Approval of Minutes**

Vice Chair Fain moved approval of the April 24, 2026 meeting minutes. There being no objections, the minutes were approved.

4. **Public Comment**

The following individuals provided public comment:

*Kevin Altheimer
Alex Tsimerman*

Discussion and Possible Action

5. [Proposed Ordinance No. 2025-0286](#)

AN ORDINANCE authorizing the execution of a franchise agreement with HyperFiber of Washington, LLC, for use of certain King County road rights-of-way in unincorporated King County for the construction, operation, and maintenance of wireline telecommunications transmission facilities.

Terra Rose, Council staff, briefed the committee and answered questions from the members. Chris Jaramillo, Cable Office Project/Program Manager, KCIT, and Bruce Hilton, Cable Office Project/Program Manager, KCIT, also answered questions from the members.

This matter was deferred.

Discussion Only

6. [Proposed Ordinance No. 2026-0101](#)

AN ORDINANCE relating to the prevention, detection, and response to fraud, waste, and abuse of county-administered moneys, and creating an inspector general division within the office of public complaints.

Miranda Leskinen, Council staff, briefed the committee and answered questions from the members. Jeremy Bell, Director, King County Ombuds Office, and Kymber Waltmunson, King County Auditor, also answered questions from the members.

This matter was deferred.

Briefings

7. [Briefing No. 2026-B0060](#)

Auditor on Fraud and Ethics Issues

Kymber Waltmunson, King County Auditor, briefed the committee via PowerPoint presentation and answered questions from the members.

This matter was presented.

8. [Briefing No. 2026-B0066](#)

Citizens' Elections Oversight Committee

Christopher Hays, Chair, Citizens' Elections Oversight Committee, briefed the committee via PowerPoint presentation and answered questions from the members. Tania Mondaca, Local and Regional Affairs Special Projects Administrator, King County Council, also answered questions from the members.

Vice Chair Fain assumed the role of chair for this item.

This matter was presented.

Other Business

There was no other business to come before the committee.

Adjournment

The meeting was adjourned at 11:05 AM.

Approved this _____ day of _____

Clerk's Signature



King County

**Metropolitan King County Council
Government Accountability and Oversight Committee**

STAFF REPORT

Agenda Item:	5	Name:	Miranda Leskinen
Proposed No.:	2026-0101	Date:	June 9, 2026

SUBJECT

An Ordinance relating to the prevention, detection, and response to fraud, waste, and abuse of county-administered moneys.

SUMMARY

Proposed Ordinance 2026-0101 would:

- Amend the County Code to establish an Inspector General Division within the Office of Public Complaints (also referred to as the Ombuds Office) focused on investigating suspected fraud, waste, and abuse of county-administered moneys; and
- Establish a ‘fraud hotline’ to receive reports and complaints from the public of suspected fraud, waste, or abuse of county-administered moneys.

Today is the second briefing on this item. Updates from the May 12th staff report are flagged with red text. A proposed technical striking amendment and title amendment are enclosed in today’s meeting materials.

BACKGROUND

What are Offices of Inspector General? As noted in a March 2026 Auditor-Ombuds joint report (discussed later in this staff report), offices of inspector general provide independent and objective oversight of government programs and operations through audits, investigations, and inspections and are generally known for their:

- Organizational independence;
- Ability to receive complaints; and
- Powers to issue subpoenas and administer oaths.

As further noted, federal law (5 U.S.C. Ch.4) describes their purpose to include:

- Addressing fraud, waste, and abuse;

- Promote efficiency and effectiveness; and
- Keep senior leadership informed about issues and corrective actions.

Offices of inspector general exist at all levels of government in the United States including, locally, the City of Seattle, whose Office of Inspector General for Public Safety (established in 2017) oversees the management, practices, and policies of the Seattle Police Department and the Office of Police Accountability.¹

Office of Public Complaints - King County Charter (1968). Section 260 of the King County Charter directs that the County Council shall establish by ordinance an office to receive complaints concerning the operation of county government.

Per the Charter, the office shall be granted sufficient power to permit it quickly and efficiently to investigate and to make and publicize recommendations concerning its findings, including the power to subpoena witnesses², documents, and other evidence and to administer oaths. Any individual who is the subject of a complaint has the right to present witnesses on their own behalf.

Office of Public Complaints - King County Code. The Office of Public Complaints, which is currently also referred to as the “Ombuds Office”, was established in 1970 via Ordinance 473³. Provisions relating to the Office of Public Complaints are primarily codified in K.C.C. chapter 2.52.

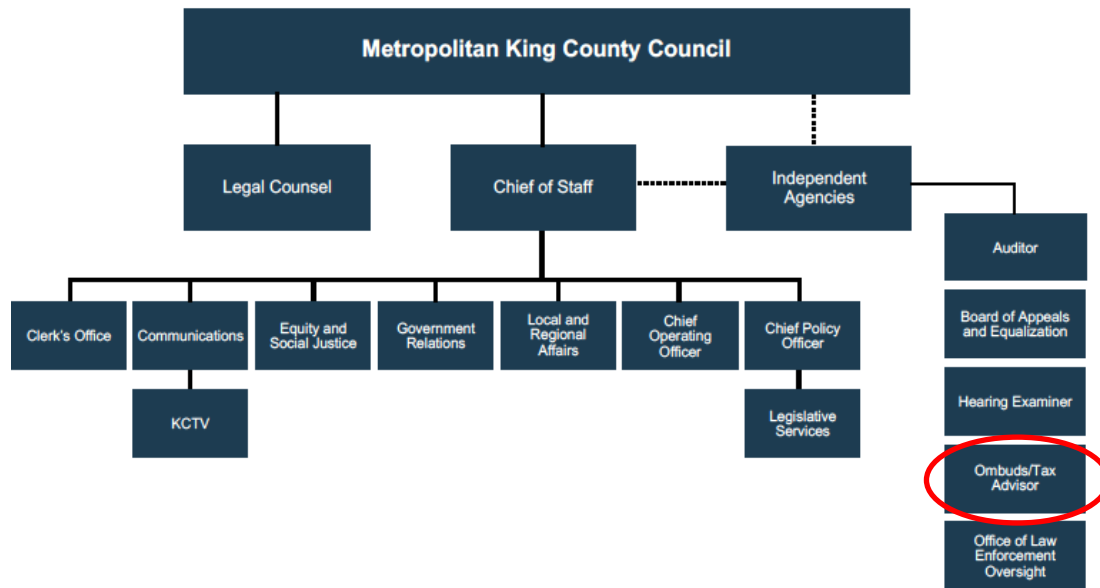
Office’s Current Structure. The Office of Public Complaints (“Ombuds”) is an independent agency within the Legislative Branch of King County Government (see Figure 1).

¹ City of Seattle, Office of Inspector General. URL: <https://www.seattle.gov/oig>. Last accessed April 30, 2026.

² Limited to matters under written complaint by a member of the public, and any witness is afforded the right to be represented by counsel.

³ Ordinance 473 (1970) established a joint Seattle/King County Office of Citizen Complaints, providing for the appointment and qualifications for the Director, and defined the Director’s duties and powers.

Figure 1. King County Legislative Branch Organizational Chart



The Ombuds investigates complaints from the public and County employees about County departments, including:

- Complaints of administrative misconduct;
- Alleged violations of the Employee Code of Ethics;
- Reports of governmental action and retaliation under the Whistleblower Protection Code; and
- Possible violations of the Lobbyist Disclosure Code.

Director. The Director is appointed (5-year term) by the Council. The Director also serves as the County Tax Advisor in accordance with state law (RCW 84.48.140).

County Code requires the Director to receive complaints from any source concerning any administrative act⁴ and to conduct a suitable investigation into the subject matter of the complaint within a reasonable time, unless the Director believes that:

1. The complainant has available another remedy or channel of complaint that the complainant could reasonably be expected to use;
2. The grievance pertains to a matter outside the power of the Office;
3. The complainant’s interest is insufficiently related to the subject matter;
4. The complainant is trivial, frivolous, vexatious, or not made in good faith; or
5. The complaint has been too long delayed to justify present examination of its merit.

Recommendations. The Director must provide their recommendation/s to the [applicable] administrative agency, which (if requested by the Director) must inform the Director about

⁴ K.C.C. 2.52.010.B. defines “Administrative act” to include “every action (such as decisions, omissions, recommendations, practices, or procedures) of an administrative agency.”

the action taken on their recommendation/s or the reasons for not complying with them. Of note, the director must notify the Council if they believe that an administrative action has been dictated by unfair/objectionable laws (i.e., to share their view regarding desirable legislative change).

County Code allows the Director to publish their conclusions, recommendations, and suggestions by transmitting them to the Council or a Council committee, the Executive, the press, and others who may be concerned. The Director is restricted from publishing any interim or confidential reports.

Disciplinary action against public personnel. The Director is required by County Code to refer a matter to the appropriate authorities if they have reason to believe that any public official, employee or other person has acted in a manner warranting criminal or disciplinary proceedings.

Annual reporting. Reporting by the Office on their activities during the prior calendar year is annually (in March) provided to the Council.

Auditor-Ombuds Joint Report (March 2026): “Building Toward Effective Fraud Risk Management and Response”. Ordinance 19978 (September 2025), relating to Community and Human Services (DCHS) contract management and compliance monitoring protocols, requested a joint report from the Auditor’s Office and the Office of Public Complaints (“Ombuds”) analyzing, among other things, the feasibility, anticipated timeline, and associated costs for adding an inspector general position/s within the Auditor’s Office or a department outside of DCHS who would be responsible for auditing, investigating, and receiving public complaints and complaints of suspected contracting agency fraud, waste, or abuse of county administered moneys. Of note, the request allowed for the report’s analysis and any recommendation/s to not be limited in scope to DCHS.

The resulting joint report provided to the Council, which was briefed⁵ in the Government Accountability and Oversight (GAO) Committee on April 24th, includes the following three recommendations for the Council:

1. Prioritize prevention by advising the County Executive to:
 - a) conduct fraud risk assessments countywide;
 - b) develop and implement plans for fraud/integrity training and awareness; and
 - c) report all information on fraud and improper acts to the County Auditor and County Ombuds;
2. Clarify policy direction by revising the County Code to define key concepts, assign responsibilities, designate a central reporting system (“hotline”), and outline consequences for fraud and improper acts; and
3. Strengthen detection and response efforts by creating three new functions within the Auditor’s Office and requiring an evaluation of the functions after three years:
 - a) a fraud/integrity reporting system (hotline);

⁵ Briefing 2026-B0055, *Auditor's Office and Ombuds' Office Report on Fraud Risk Management and Response*. GAO Committee, April 24, 2026.

- b) a fraud investigation function; and
- c) an inspection function for contract review.

Executive Order (March 2026). Executive Zahilay earlier this year issued an executive order titled “Better Governance and Financial Management” to establish better governance practices to strengthen financial oversight and improve accountability and transparency in government operations. The order went into effect on March 4, 2026. The executive order calls for the following:

1. Establishment of an internal audit function;
2. Establish a subcabinet on improving accountability and compliance;
3. Implement internal controls for grantmaking;
4. Increase ethics and fraud prevention training;
5. Identify, assess, and establish key metrics that ensure more effective decision-making and sound evaluation of programs and services;
6. Review and prioritize base budgeting in advance of the 2028-2029 biennial budget;
7. Review agency operations to identify potential cost-saving measures;
8. Establish internal budget controls on programs funded through one-time funding to limit cost growth; and
9. Implement cost-saving measure on distressed funds.

Update for June 9th staff report. Council staff inquired about the implementation status of this Executive Order, specifically items 1-4. According to Executive staff, an Internal Audit Director was hired on March 30th and is in the process of developing the audit function (e.g., working with senior leadership, gathering best practices, beginning charter development). The Director has also submitted an initial work plan to the Executive detailing work through the end of 2026 which prioritized working with departments currently addressing open audit findings, satisfaction of Executive Order requirements as well as proviso requirements, as steps necessary to develop a standards compliant audit function.

Regarding subcabinet establishment, an initial meeting was held on May 11th. According to Executive Staff, key initial accountability improvements relating to financial conflict of interest and grant management have been identified and will be prioritized. Relating to internal controls for grantmaking, a grantmaking internal controls work group has begun their work, and the planning team has conducted an initial consultation with the Internal Audit Director, according to Executive staff. Members will be working on a workplan for delivery to the Internal Audit Director and Chief Budget Officer by October 1st of this year.

Lastly, regarding increased ethics and fraud prevention training, Executive staff indicate that departments have submitted their positions and the Department of Executive Services and Chief People Officer have developed a training framework in consultation with the Internal Audit Director.

ANALYSIS

This section provides staff analysis of Proposed Ordinance 2026-0101 as follows:

- Section-by-section overview of the proposed legislation
- Implementation considerations
- Potential policy issues
- Next steps and key dates

Legislation overview. Proposed Ordinance 2026-0101, in short, would:

- Amend the County Code to establish an Inspector General Division within the Office of Public Complaints (existing independent legislative agency) focused on investigating suspected fraud, waste, and abuse of county-administered moneys; and
- Establish a ‘fraud hotline’ to receive reports and complaints from the public of suspected fraud, waste, or abuse of county-administered moneys.

Table 1 provides a section-by-section overview of the proposed ordinance.

Table 1. Overview of Proposed Ordinance 2026-0101

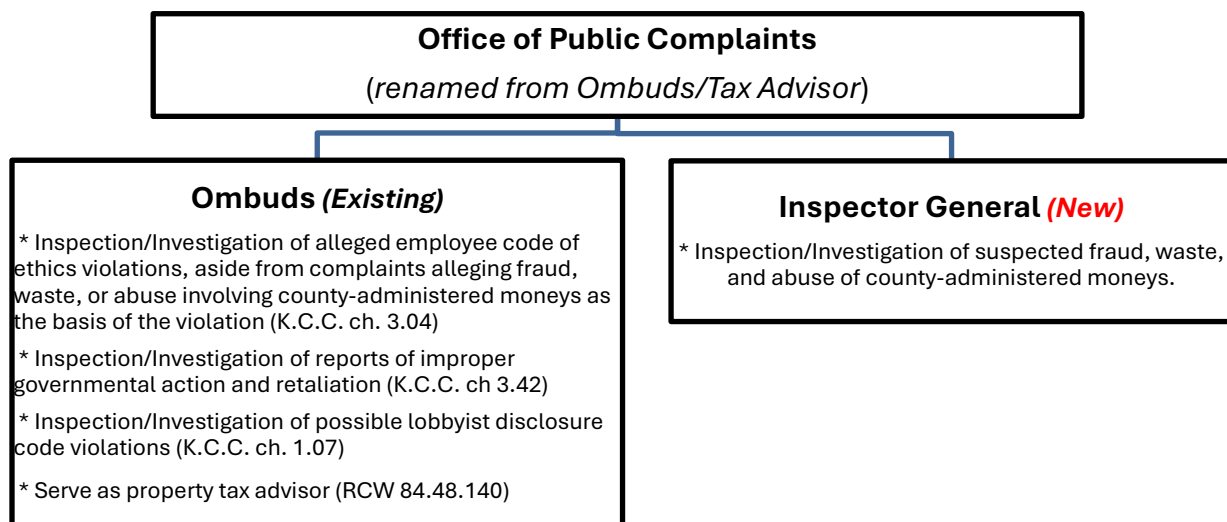
Section/s	Description
1-2, 9, 15, 17-18, 23, 26-7, 29-31, 33-7	<ul style="list-style-type: none"> • Update terminology (e.g., changing “Ombuds” to Office of Public Complaints” where applicable)
3	<ul style="list-style-type: none"> • Authorize the Auditor to assist the Inspector General Division in its investigations of reports of suspected fraud/waste/abuse of county-administered moneys
4	<ul style="list-style-type: none"> • Explicitly identify contractor and grantees and contract or grant-related documents within access to persons, property and records provisions for the Auditor’s Office.
5	<ul style="list-style-type: none"> • Codify clear definitions of “fraud”, “waste”, “contract”, and “abuse” in K.C.C. chapter 2.52
6	<ul style="list-style-type: none"> • Restructure of the current Office of Public Complaints into Ombuds and Inspector General Divisions • Assign duties for each division • Recommend administrative agencies to notify the IG Division of complaints they receive of suspected fraud, waste, or abuse and to consult, coordinate, or collaborate with the IG Division on the agency’s investigation of the complaint. • Recommend the IG Division Director adhere to applicable professional standards and best practices in carrying out the work of the Division.
7-8	<ul style="list-style-type: none"> • Consolidate provisions regarding Director appointment, qualifications, and term of office into a single section of Code. • Direct Council appointment of the Ombuds and Inspector General

	Division Directors for a 5-year term and identify appointment eligibility criteria (unchanged from current practice).
10	<ul style="list-style-type: none"> • Authorize the Auditor to assist the Office of Public Complaints in its investigations of reports of suspected fraud/waste/abuse of county-administered moneys. • Explicitly identify contractor and grantees and contract or grant-related documents within access to persons, property and records provisions for the Office of Public Complaints. • Make various technical edits.
11	<ul style="list-style-type: none"> • Explicitly identify an administrative act that might be contrary to contract or grant requirements as a matter eligible for action by the Office of Public Complaints. • Make various technical edits.
12	<ul style="list-style-type: none"> • Update provisions regarding action on complaints to reflect addition of an IG Division. • Include contractors and grantees, as applicable, in notification provisions by the Office of Public Complaints when consideration of a complaint has been completed.
13	<ul style="list-style-type: none"> • Update provisions regarding action on complaints to reflect addition of an IG Division. • Explicitly include contractors and grantees, as applicable, in the provision relating to action on complaints that require disclosure/consultation before critical findings are published.
14	<ul style="list-style-type: none"> • Require the Inspector General Division Director to produce a written determination and recommendations to an administrative agency and/or the Executive upon the finding of fraud, waste, or abuse. • Include recommendation options for funds recovery and/or contract or grant suspension or debarment. • Make various technical edits.
16	<ul style="list-style-type: none"> • Require the Inspector General Division Director to annually report by July 1st to the Council on the activities of the Division for the prior calendar year. • Make various technical edits.
19	<p>New Code Section</p> <ul style="list-style-type: none"> • Establish a fraud hotline for the public to make reports/complaints to the Inspector General Division of suspected fraud, waste, or abuse of county-administered moneys . • Direct the IG Division Director with establishing hotline operational guidelines, policies, and procedures and to publish a copy on their webpage, along with a notice that prominently displays the hotline’s purpose and contact information. • Directs exploration of a potential reward program subject to available resources.
20	<p>New Code Section</p> <ul style="list-style-type: none"> • Require IG Division investigations to remain confidential until completed.

	<ul style="list-style-type: none"> • Provide for anonymity and confidentiality for hotline reporters to the fullest extent allowed by law.
21	<ul style="list-style-type: none"> • Requires the manager of the Finance and Business Operations Division (FBOD) to consult with the IG Division and develop rules, regulations, and guidelines to ensure that contracts listed in K.C.C. 2.93.120 require the contractor to cooperate with the IG Division in any investigation (under K.C.C. chapter 2.52) into allegations of waste, fraud, and abuse arising out of the contract.
22	<ul style="list-style-type: none"> • Codify clear definitions of “fraud”, “waste”, and “abuse” in K.C.C. chapter 2.93.
24	<ul style="list-style-type: none"> • Recommend a finding of fraud, waste, or abuse of county-administered moneys for contracting suspension or debarment.
25	<p>New Code Section</p> <ul style="list-style-type: none"> • Require County contracts to include language allowing for inspection, review, or audit of contract-related records and documents by the Auditor or Office of Public Complaints upon request/notification.
28	<ul style="list-style-type: none"> • Specify the duties of each Division of the Office of Public Complaints. • Make various technical edits.
32	<ul style="list-style-type: none"> • Codify a clear definition of “waste” in K.C.C. chapter 3.42. • Modify the definition of “improper governmental action” to explicitly identify waste, fraud, or abuse of public moneys as types of improper governmental action. • Make various technical edits.
38	<ul style="list-style-type: none"> • Ordinance effective July 1, 2026
39	<ul style="list-style-type: none"> • Severability clause

Figure 2 summarizes the structure and duties of the Office of Public Complaints under the proposed ordinance.

Figure 2. Office of Public Complaints Duties Under PO 2026-0101



Under the proposed ordinance, the Office of Public Complaints would be co-led by two division directors (Ombuds Division Director and Inspector General Director), with each director being responsible for their staff team and carrying out the duties of their respective division.

Implementation Considerations. Key implementation considerations for creating a new Inspector General Division within the renamed Office of Public Complaints and a ‘fraud hotline’ include:

- **Time** needed to hire staff and set up the hotline infrastructure (e.g., software building); and
- **Cost** of hiring staff (e.g., Division Director and investigator/s) and establishing the hotline infrastructure.

Update for June 9th staff report. Depending on the size of the Division, potential annual staffing costs⁶ could range from approximately \$830,000 (Division Director + 3 staff) to \$2 million (Division Director + 9 staff), with about \$100,000 in estimated one-time hotline reporting system set-up costs. Additional ongoing and/or one-time costs may include office equipment and overhead costs (e.g., central rate), hotline advertising, and consultant services.

For context, the 2026-2027 biennial Ombuds adopted budget is \$5.5 million (about \$2.75M annual) with 11.0 FTEs⁷.

Potential policy issues. Staff have identified some potential policy issues as summarized below. The issues below all represent policy choices for the committee to consider.

1. **Implementation management.** The proposed ordinance is silent on the hiring process for the new Inspector General Division Director position and management over setting up the hotline. For instance, the Council could choose to manage the hiring process for the Inspector General Division Director, who would then be tasked with hiring any other Division Staff and leading the procurement process for setting up the hotline infrastructure.
2. **Effective date.** The effective date for Proposed Ordinance 2026-0101 is currently July 1, 2026; however, the Council may wish to amend that date to reflect implementation timing considerations.
3. **Confidentiality and anonymity provisions.** Section 20 of the proposed ordinance speaks to confidentiality and anonymity provisions relating to investigations performed by the proposed Inspector General Division. Whether to explicitly apply these provisions to investigations of the Ombuds Division presents a policy choice.
4. **Expenditure authority– timing.** Proposed Ordinance 2026-0071 (1st Omnibus) is currently under Council consideration and could be a vehicle for providing any

⁶ FTE costs include salary, benefits, annual training budget, and CMS costs (e.g., software licenses).

⁷ Ordinance 20023, Section 10.

expenditure authority needed to establish the proposed Inspector General Division and hotline.

5. Potential Ombuds workload impacts. It is unknown what impact establishment of the hotline may have on the workload of the Ombuds Division (e.g., increased non-fraud complaints forwarded to the Ombuds Division), which may yield a need for increased FTE authority/budget for that Division.

Next steps and key dates. Proposed Ordinance 2026-0101 has been referred to the Government Accountability and Oversight Committee. Table 3 provides the currently anticipated legislative schedule, including amendment deadlines, for the proposed ordinance.

Table 3. Anticipated Schedule for Proposed Ordinance 2026-0101

Action	Committee/Council	Date	Amendment Deadlines
Introduction & Referral	Full Council	April 28 th	
Discussion Only	GAO	May 12 th	
Action	GAO	June 9 th	Striker Direction to Staff: June 2 nd EOD Striker Distributed: June 4 th EOD Line Amendment Direction to Staff: June 5 th EOD
Final Action <i>(Expedited)</i>	Full Council	June 16 th	

AMENDMENT

Staff have prepared a striking amendment to make clarifying edits and technical corrections to fix drafting errors, as well as a title amendment.

ATTACHMENTS

1. Proposed Ordinance 2026-0101
2. Striking Amendment S1
3. Title Amendment T1



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance

Proposed No. 2026-0101.1

Sponsors Dembowski, Dunn, Perry, von Reichbauer, Fain and Lewis

1 AN ORDINANCE relating to the prevention, detection,
2 and response to fraud, waste, and abuse of county-
3 administered moneys, and creating an inspector general
4 division within the office of public complaints.

5 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

6 SECTION 1. Ordinance 13320, Section 14, as amended, and K.C.C. 1.07.140 are
7 hereby amended to read as follows:

8 A. Except for allegations of untimely filing of statements and reports, which are
9 processed by the department under K.C.C. 1.07.130.K., complaints alleging a violation of
10 any of the provisions of this chapter shall be filed with the ~~((county ombuds))~~ office of
11 public complaints. Any such ~~((a))~~ complaint shall be in writing, verified and signed by
12 the complainant. The complainant shall describe the basis for the complainant's belief
13 that this chapter has been violated. The complainant may state in the written complaint
14 whether the complainant desires that the complainant's name be withheld from disclosure
15 under RCW 42.17.310(1)(e) if the complaint is the subject of a public records disclosure
16 request.

17 B. Within twenty days of receiving a complaint meeting the requirements of
18 subsection A. of this section, the ~~((county ombuds))~~ office of public complaints shall
19 serve or mail, by certified mail, return receipt requested, a copy of the complaint to the

20 person alleged to have violated this chapter. Within forty days of receiving the complaint
21 the ((~~county ombuds~~)) office of public complaints shall analyze the merits of the
22 complaint to determine whether a full investigation is warranted. The ((~~county ombuds~~))
23 office of public complaints shall have the authority to issue an order dismissing the
24 complaint, or specific sections of the complaint, if the ((~~county ombuds~~)) office of public
25 complaints determines that the complaint or specific sections of the complaint, as written,
26 alleges a de minimis violation or does not state facts that, even if true, would constitute a
27 violation of this chapter.

28 C. If the ((~~county ombuds~~)) office of public complaints determines that a full
29 investigation of the complaint is warranted, then the investigation shall be directed to
30 ascertain the facts concerning the violation or violations alleged in the complaint and
31 shall be conducted in an objective and impartial manner. The ((~~county ombuds~~)) office
32 of public complaints is authorized to contract for such investigative services and other
33 assistance as may be needed to conduct the investigation, subject to the council's
34 appropriation of adequate funds to pay for the costs of the contracts. In furtherance of
35 such an investigation, the ((~~county ombuds~~)) office of public complaints is authorized to
36 use the subpoena power to compel sworn testimony from any person and require the
37 production of any records relevant or material to the investigation except information that
38 is legally privileged. Upon request of the ((~~county ombuds~~)) office of public complaints,
39 county employees shall provide sworn testimony and produce any records relevant or
40 material to the investigation, except information that is legally privileged.

41 D. During the investigation, the ((~~county ombuds~~)) office of public complaints
42 shall consider any statement of position or evidence with respect to the allegations of the
43 complaint that the complainant or respondent wishes to submit.

44 E. The results of the investigation shall be reduced to written findings of fact and
45 a finding shall be made that there either is or is not reasonable cause for believing that the
46 respondent has violated one or more provisions of the chapter.

47 F. If a finding is made that there is no reasonable cause, then the finding shall be
48 served or mailed, by certified mail, return receipt requested, to the complainant and the
49 respondent and the finding shall be final. The original of the ((~~county ombuds~~)) office of
50 public complaints' finding shall be filed with the clerk of the council.

51 G. If a finding is made that reasonable cause exists to believe that the respondent
52 has violated one or more of the provisions of this chapter, then the ((~~county ombuds~~))
53 office of public complaints shall prepare an order to that effect, copies of which shall be
54 served or mailed, by certified mail, return receipt requested, to the complainant and the
55 respondent. The original of the ((~~county ombuds~~)) office of public complaints' order
56 shall be filed with the clerk of the council. The reasonable cause order shall include:

- 57 1. A finding that one or more violations of this chapter has occurred;
58 2. The factual basis for the finding;
59 3. The amount of the civil penalty or penalties imposed for remedial purposes to
60 be assessed for each violation. A person who is found to have violated this chapter shall
61 be given a written warning for the first violation by certified mail, return receipt
62 requested, and shall be subject to a civil penalty of up to one thousand dollars for each
63 subsequent violation after the warning has been given. Further, an individual penalty

64 may not exceed one thousand dollars per violation and in any case where multiple
65 violations are involved in a single complaint, the maximum aggregate civil penalty shall
66 not exceed two thousand five hundred dollars; and

67 4. A notice informing the respondent that the respondent has the right to a
68 hearing before the hearing examiner as set forth in K.C.C. 1.07.150.

69 SECTION 2. Ordinance 13320, Section 15, as amended, and K.C.C. 1.07.150 are
70 hereby amended to read as follows:

71 A. Any respondent aggrieved by an order of the ((~~county ombuds~~)) office of
72 public complaints may appeal that order by complying with K.C.C 20.22.080 and by
73 providing a copy of the appeal to the complainant.

74 B. If an order of the ((~~county ombuds~~)) office of public complaints has been
75 timely appealed, an examiner shall conduct a hearing and shall affirm, deny or modify the
76 order. The parties to the hearing shall be the respondent and the ((~~county ombuds~~)) office
77 of public complaints. There shall be a verbatim record kept of the hearing and the
78 hearing examiner shall have the power to administer oaths and affirmations, issue
79 subpoenas, compel attendance, take evidence and require the production of any books,
80 papers, correspondence, memoranda or other documents relevant or material to the
81 hearing, except information which is covered by the attorney-client privilege. The
82 burden of proving that a violation occurred shall at all times be upon the ((~~county~~
83 ~~ombuds~~)) office of public complaints. The decision of the hearing examiner shall be
84 based upon a preponderance of the evidence. Such a hearing shall be conducted within a
85 reasonable time after receipt of the request for appeal. Written notice of the time and

86 place of the hearing shall be given to the parties and the complainant at least ten days
87 before the date of the hearing.

88 C. At the hearing each party shall have the following rights:

89 1. To call and examine witnesses on any matter relevant to the issues raised by
90 the order of the ((~~county ombuds~~)) office of public complaints;

91 2. To introduce documentary and physical evidence;

92 3. To cross-examine opposing witnesses on any relevant matter;

93 4. To impeach any witness regardless of which party first called the witness to
94 testify;

95 5. To rebut evidence against the party; and

96 6. To self-represent or to be represented by anyone of the party's choice who is
97 lawfully permitted to do so.

98 D. Following review of the evidence submitted the hearing examiner shall, within
99 a reasonable time, enter written findings and conclusions and shall affirm or modify the
100 order previously issued if the hearing examiner finds that one or more violations of this
101 chapter have occurred. The hearing examiner shall reverse the order if the hearing
102 examiner finds that no violations of this chapter have occurred. A copy of the hearing
103 examiner's decision shall be served or mailed, by certified mail, return receipt requested,
104 to the ((~~county ombuds~~)) office of public complaints, the respondent and the complainant.
105 The original of the hearing examiner's decision shall be filed with clerk of the council.

106 E. A decision of the hearing examiner shall be a final and conclusive action
107 unless within twenty-one calendar days from the date of issuance of the hearing

108 examiner's decision an aggrieved person files an appeal in superior court, state of
109 Washington, for the purpose of review of the action taken.

110 SECTION 3. Ordinance 1565, Section 1, as amended, and K.C.C. 2.20.040 are
111 hereby amended to read as follows:

112 A. The auditor shall conduct audits, studies and oversight promoting due
113 diligence by county officials. The auditor may perform the following functions in the
114 course of performing that work:

- 115 1. Determining whether laws, policies and regulations are being faithfully,
116 efficiently, effectively and equitably implemented by county officials;
- 117 2. Determining whether agencies or programs are achieving intended results;
- 118 3. Holding county officials accountable in their use of public funds and other county
119 resources; and
- 120 4. Submitting to the council reports resulting from audits, studies or oversight.

121 B. The auditor may assist the inspector general division of the office of public
122 complaints in the investigations of suspected fraud, waste, or abuse of county-
123 administered moneys in accordance with K.C.C. 2.52.020.C.

124 C. The council shall review and approve by motion a work program proposed by
125 the auditor at least every two years. To respond to emerging issues or circumstances, the
126 auditor may request that the council by motion amend the work program or the council,
127 by motion, may amend the work program. However, a council-initiated change to the
128 work program shall not be made that adversely affects an audit or study in progress
129 without the recommendation of the auditor.

130 ~~((C-))~~ D. If the auditor determines that there is serious concern regarding fraud,
131 abuse or illegality, or that the scope of an audit or study in progress should be expanded
132 as the result of any findings, the auditor may initiate spontaneously and conduct, or
133 expand the scope of, an audit beyond that approved in the work program.

134 SECTION 4. Ordinance 18799, Section 9, and K.C.C. 2.20.065 are hereby
135 amended to read as follows:

136 A. The auditor shall have full and unrestricted access to any and all persons,
137 property and records in any form of any department, agency, program, or other entity,
138 including contractors, and grantees, that receives appropriations or funding from the
139 county or performs work on behalf of or under the authority of the county. Access to
140 persons, property, and records shall be provided to the auditor in a timely manner and
141 without limitation. Access to persons or property and all records requested by the auditor
142 shall be provided without charge.

143 B. For the purposes of this section, "access to persons" includes information,
144 interviews or testimony by any and all individuals or entities employed by the county,
145 including its officers and employees, or ~~((persons))~~ other entities, including contractors,
146 and grantees, performing work on behalf of or under the authority of the county. The
147 manner of questioning the persons regarding their knowledge shall be determined
148 exclusively by the auditor. The persons shall fully cooperate with the auditor and make
149 full disclosure of all pertinent information.

150 C. For the purposes of this section, "access to property and records" includes
151 furnishing and providing access to any and all requested property and records including,
152 but not limited to, physical and digital materials, locations, writings, contracts and grants

153 and related documents, information systems, operations and data, in a manner determined
154 exclusively by the auditor. Access to property and records shall be construed to the
155 broadest extent, including property and records designated as confidential or of limited
156 access by contract or law, unless access is specifically prohibited by law or court order.
157 Persons with access to or responsible for confidential or limited-access property or
158 records shall fully cooperate with the auditor in determining a plan of action to provide
159 and manage the property or records.

160 D. If, in the exclusive opinion of the auditor, access to persons, property and
161 records is inconsistent with the language of this section or insufficient to meet the needs
162 of the auditor to perform its duties, the auditor, with approval of the council by motion,
163 may either issue a subpoena compelling access or require full disclosure under oath, or
164 both.

165 E. In addition to the powers of the auditor set forth in this chapter, the auditor
166 may seek regular or equitable relief to enjoin any acts or practices and abate any
167 conditions which the auditor believes constitute or will constitute a violation of this code
168 or other pertinent laws or regulations.

169 SECTION 5. Ordinance 473, Section 1, as amended, and K.C.C. 2.52.010 are
170 hereby amended to read as follows:

171 ~~((As used in))~~ The definitions in this section apply throughout this chapter~~((, the~~
172 ~~term:))~~ unless the context clearly requires otherwise.

173 A. "Abuse" means behavior that is deficient or improper compared with what a
174 prudent person would consider reasonable and necessary given the circumstances,
175 including payment of county-administered moneys that should not have been made, was

176 made in the incorrect amount, or made with insufficient documentation resulting in a
177 material breach of a contract or grant.

178 B. "Administrative agency" means any department, office or other governmental
179 unit, or any employee of King County acting or purporting to act by reason of a
180 connection with the county, and the Board of Equalization/Appeals; but "administrative
181 agency" does not include:

- 182 1. Any court or judge or appurtenant judicial staff~~((7))~~₂;
- 183 2. The members or staffs of the county council~~((7))~~₂;
- 184 3. The executive or the executive's personal staff~~((7))~~₂; or
- 185 4. The county prosecuting attorney or the prosecuting attorney's staff.

186 ~~((For purposes of this chapter "administrative agency" shall specifically include the Board~~
187 ~~of Equalization/Appeals.))~~

188 ~~((B-))~~ C. "Administrative act" includes every action ~~((6))~~₂ such as decisions,
189 omissions, recommendations, practices, or procedures~~((3))~~₂ of an administrative agency.
190 For purposes of this chapter, action of a contractor, or grantee related to a contract or
191 grant with the county shall be considered an administrative act.

192 D. "Contract" means a mutually binding legal relationship that obligates a person,
193 including a firm, corporation, or partnership or other entity, to provide tangible personal
194 property, services, professional, or technical services or public work to the county, and
195 that obligates the county to pay for such. For the purposes of this chapter, the term also
196 includes "grant", which means an agreement between the county and a grant recipient
197 under which the county makes an award of county-administered moneys to a recipient to

198 fund projects, services, or research that serve a public purpose and no repayment of the
199 award is expected.

200 E. "Fraud" means the wrongful or criminal deception or misrepresentation
201 intended to result in financial or personal gain. Fraud includes false representation of fact,
202 making false statements, or by concealment of information.

203 F. "Waste" means the thoughtless or careless expenditure, mismanagement, or
204 abuse of resources to the detriment, or potential detriment of the county. Waste also
205 includes incurring unnecessary costs resulting from inefficient or ineffective practices,
206 systems, or controls.

207 SECTION 6. Ordinance 473, Section 2, as amended, and K.C.C. 2.52.020 are
208 hereby amended to read as follows:

209 A. In accordance with Section 260 of the King County Charter, the office of
210 public complaints(~~(tax advisor)~~) is established (~~(and may also be referred to as the~~
211 ~~ombuds office)~~). The office shall consist of:

212 1. The ombuds division; and

213 2. The inspector general division.

214 B. The duties of the ombuds division shall include the following:

215 1. Inspection and investigation of alleged violations of the employee code of
216 ethics under K.C.C. chapter 3.04;

217 2. Inspection and investigation of reports of improper governmental action and
218 retaliation under K.C.C. chapter 3.42;

219 3. Inspection and investigation of possible violations of the lobbyist disclosure
220 code under K.C.C. chapter 1.07; and

221 4. Serve as property tax advisor in accordance with RCW 84.48.140 and provide
222 advice to any person liable for payment of property taxes in King County, including the
223 process for appealing property tax assessments and other matters related to property
224 taxes. The division shall routinely and at least annually publicize these services to the
225 public.

226 C. The duties of the inspector general division shall include inspection and
227 investigation of complaints of suspected fraud, waste, and abuse of county-administered
228 moneys. The inspector general division may receive assistance from the auditor with
229 investigations of suspected fraud, waste, or abuse of county-administered moneys.

230 D. An administrative agency should notify the inspector general division of
231 complaints received of suspected fraud, waste, or abuse of county-administered moneys
232 and should consult, coordinate or collaborate with the inspector general division on the
233 administrative agency's investigation of the complaint.

234 E. In carrying out the duties of the inspector general division, its director should
235 adhere to applicable professional standards and best practices, such as the Quality
236 Standards for Investigations (2025) promulgated by the Council for Inspectors General
237 on Integrity and Efficiency.

238 SECTION 7. Ordinance 5869, Section 4, as amended, and K.C.C. 2.52.030 are
239 hereby amended to read as follows:

240 A.1. Both the ombuds division director and the inspector general division ((The))
241 director of the ((ombuds)) office of public complaints shall be appointed by a majority of
242 the members of the county council.

243 2. Each division director shall serve for a term of five years, unless removed by
244 a vote of two-thirds of the members of the county council upon their determination that
245 the director has become incapacitated or has been guilty of neglect of duty, misconduct,
246 or political activity. The council may appoint an interim director pending the
247 appointment of a new director whenever the term of the director has expired or the
248 position otherwise becomes vacant.

249 B. Each division director shall be a registered voter of the United States, shall
250 hold a degree from an accredited college or its equivalent in service to government, shall
251 have a working knowledge of legal and administrative procedures, and shall have either
252 experience or knowledge, or both, in local government commensurate to the powers of
253 the office. During the term of which the director is appointed, the director shall be
254 ineligible to hold any other public office of employment. The director shall not be a
255 candidate for any public office for a period of two years following the completion of the
256 director's term as inspector general division director. The director shall not be included
257 in the classified civil or career service of the county.

258 SECTION 8. Ordinance 473, Section 4, as amended, and K.C.C. 2.52.040 and
259 Ordinance 473, Section 5, as amended, and K.C.C. 2.52.050 are hereby repealed.

260 SECTION 9. Ordinance 473, Section 8, as amended, and K.C.C. 2.52.080 are
261 hereby amended to read as follows:

262 A. ~~((The director shall serve as property tax advisor for King County in~~
263 ~~accordance with RCW 84.48.140.))~~

264 ~~((B.))~~ The ombuds and inspector general division directors may with concurrence
265 of the council select, appoint and compensate, within the amount available or budgeted

266 by appropriation, such assistants and employees as staff as ~~((the director))~~ they deem~~((s))~~
267 necessary to discharge the ~~((director's))~~ office's responsibilities under this chapter. The
268 assistants and employees shall not be included in the classified civil or career service of
269 the county.

270 ~~((C))~~B. The ombuds and inspector general division directors each may delegate
271 to staff any of the respective director's authority or duties under this chapter except this
272 power of delegation and the duty formally to make recommendations to administrative
273 agencies or reports to either or both the executive and the council.

274 SECTION 10. Ordinance 473, Section 9, as amended, and K.C.C. 2.52.090 are
275 hereby amended to read as follows:

276 The ombuds and inspector general division directors shall have the following
277 powers to fulfill the duties of the respective divisions:

278 A. To investigate, on complaint or on the director's own initiative, any
279 administrative act of any administrative agency:

280 1. To prescribe the methods by which complaints are made, received and acted
281 upon; to determine the scope and manner of investigations to be made; and, subject to the
282 requirements of this chapter, to determine the form, frequency and distribution of the
283 director's conclusions and recommendations;

284 2. To request and be given by each administrative agency the assistance and
285 information the director deems necessary for the discharge of the director's
286 responsibilities; to examine the records and documents of all administrative agencies,
287 including contract or grant records and related documents; and to enter and inspect
288 premises within administrative agencies' control;

289 3. To administer oaths and hold hearings in connection with any matter under
290 inquiry;

291 4. To issue a subpoena to compel any person to appear, give sworn testimony or
292 produce documentary or other evidence reasonable in scope and generally relevant to a
293 matter under inquiry; however, the subpoena power shall be limited to matters under
294 written complaints by a ~~((resident of the county))~~ member of the public; and

295 5. To undertake, participate in, or cooperate with general studies, inspections,
296 investigations, or inquiries by others, including receiving assistance with investigations
297 from the auditor, whether or not related to any particular administrative agency or any
298 particular administrative act, if the director believes that the general studies, inspections,
299 investigations, or enquiries might enhance knowledge about or lead to improvements in
300 the functioning of administrative agencies;

301 ~~((B. To investigate and enforce the provisions of the King County Code chapter
302 about lobbyist disclosure, K.C.C. chapter 1.07, in accordance with the terms thereof;~~

303 ~~C. To investigate and enforce the provisions of the code of ethics, K.C.C.
304 chapter 3.04, in accordance with the terms thereof;~~

305 ~~D. To investigate and enforce the provisions of the King County Code chapter
306 about whistleblower protection, K.C.C. chapter 3.42, in accordance with the terms
307 thereof; and~~

308 ~~E. To provide advice to any person liable for payment of property taxes in King
309 County, including the process for appealing property tax assessments and other matters
310 related to property taxes.))~~

311 SECTION 11. Ordinance 473, Section 10, as amended, and K.C.C. 2.52.100 are
312 hereby amended to read as follows:

313 A. In selecting matters for ~~((the))~~ a respective division director's attention, the
314 director shall address an administrative act that might be:

- 315 1. Contrary to law, contract or grant requirement, or regulation;
- 316 2. Unreasonable, unfair, oppressive, or inconsistent with the general course of
317 an administrative agency's functioning;
- 318 3. Arbitrary in ascertainment of facts;
- 319 4. Improper in motivation or based on irrelevant considerations;
- 320 5. Unclear or inadequately explained when reasons should have been revealed;
- 321 6. Inefficiently performed; or
- 322 7. Otherwise objectionable.

323 B. ~~((The))~~ A division director also may recommend strengthening procedures and
324 practices of administrative agencies.

325 SECTION 12. Ordinance 473, Section 11, as amended, and K.C.C. 2.52.110 are
326 hereby amended to read as follows:

327 A. ~~((The))~~ A division director shall receive complaints from any source
328 concerning any administrative act. The respective division director shall conduct a
329 suitable investigation into the subject matter of the complaint within a reasonable time,
330 unless the director believes that:

- 331 1. The complainant has available another remedy or channel of complaint that
332 the complainant could reasonably be expected to use;

333 2. The grievance pertains to a matter outside the power of the (~~ombuds~~) office
334 of public complaints;

335 3. The complainant's interest is insufficiently related to the subject matter;

336 4. The complaint is trivial, frivolous, vexatious, or not made in good faith; or

337 5. The complaint has been too long delayed to justify present examination of its
338 merit.

339 B. After completing the respective division director's consideration of a
340 complaint, whether or not it has been investigated, the director shall suitably inform the
341 complainant and the administrative agency or agencies involved. If a county contractor
342 or grantee is involved, both the contractor or grantee and the administrative agency that
343 manages the contract or grant shall be informed.

344 C. A letter (~~to the ombuds director~~) from a person in a place of detention or in
345 a hospital or other institution under the control of an administrative agency addressed to
346 the office of public complaints, or either of its divisions, shall be forwarded immediately,
347 unopened, to the office of public complaints to then be distributed to the applicable
348 division director.

349 D. A report of suspected fraud, waste, and abuse received through the King
350 County central reporting system established under section 19 of this ordinance shall be
351 investigated by the inspector general division in accordance with this chapter.

352 SECTION 13. Ordinance 473, Section 12, as amended, and K.C.C. 2.52.120 are
353 hereby amended to read as follows:

354 A. Any individual who is the subject of a complaint shall have the right to
355 present witnesses and other evidence on the individual's own behalf prior to disclosure of
356 any conclusions or recommendations by the respective division director.

357 B. Before publishing a conclusion or recommendation that criticizes an
358 administrative agency or any person, the respective division director shall consult with
359 the agency or person and shall disclose fully the critical findings the division director
360 intends to publish. If a contractor or grantee is involved, both the contractor or grantee
361 and the administrative agency that manages the associated contract or grant shall be
362 consulted by the respective division director, who shall disclose fully the critical findings
363 the division director intends to publish.

364 SECTION 14. Ordinance 473, Section 13, as amended, and K.C.C. 2.52.130 are
365 hereby amended to read as follows:

366 A.1. ~~((H, h))~~ Having considered a complaint and whatever material the respective
367 office of public complaints division director deems pertinent, the respective division
368 director(~~(is of the opinion))~~ shall make findings regarding the validity of the complaint
369 and any recommended actions that an administrative agency or executive should do,
370 including:

371 ~~((1-))~~ a. ~~((C))~~ consider the matter further;

372 ~~((2-))~~ b. ~~((M))~~ modify or cancel an administrative act, including contract or
373 grant suspension or debarment;

374 ~~((3-))~~ c. ~~((A))~~ alter a regulation or ruling;

375 ~~((4-))~~ d. ~~((E))~~ explain more fully the administrative act in question;

376 e. seek recovery of county-administered moneys from a contractor or
377 grantee due to fraud, waste or abuse arising from an administrative act; or

378 ~~((§-))~~ f. ((F))take any other recommended step,

379 2. The respective division director shall ~~((state))~~ provide the director's written
380 findings and recommendations to the administrative agency, executive, or both. If a
381 contractor or grantee is involved, both the contractor or grantee and the administrative
382 agency that manages the contract or grant shall be provided with the division director's
383 findings and recommendations. If the division director ~~((se))~~ requests, the administrative
384 agency or executive shall inform the division director, within the time the division
385 director has specified, about the action taken on the division director's recommendations
386 or the reasons for not complying with them.

387 B. If the division director believes that an administrative action has been dictated
388 by laws ~~((whose))~~ the results of which are unfair or otherwise objectionable, the division
389 director shall bring to the attention of the council the director's views concerning
390 desirable legislative change.

391 SECTION 15. Ordinance 473, Section 14, as amended, and K.C.C. 2.52.140 are
392 hereby amended to read as follows:

393 A. The division director may publish the director's conclusions,
394 recommendations and suggestions by transmitting them to the county executive, the
395 county council or ~~((to))~~ any appropriate committee of the council, the press, and others
396 who may be concerned. When publishing an opinion criticizing an administrative agency
397 or person, the division director, unless excused in writing by the agency or individual
398 affected, shall include such statement or document that may have been made available to

399 the director by way of explaining past conduct or present rejection of the director's
400 proposals. The division director shall not publish any interim or confidential reports.

401 SECTION 16. Ordinance 473, Section 15, as amended, and K.C.C. 2.52.150 are
402 hereby amended to read as follows:

403 A. In addition to whatever reports ~~((the director))~~ the office of public complaints
404 may make from time to time, the ombuds division director shall report to the county
405 council annually. The director shall electronically file the report by March 1 of each
406 year~~((, in the form of a paper original and an electronic copy))~~ with the clerk of the
407 council, who shall retain ~~((the original))~~ an electronic copy and provide an electronic
408 copy to all councilmembers, the council chief of staff, and the executive. The director
409 shall also transmit that portion of the report related to ethics complaints, as described in
410 subsection C. of this section, annually by March 1 of each year, in the form of an
411 electronic copy to the board of ethics administrator, who shall provide an electronic copy
412 to all board members. The ombuds division annual report shall provide an overview of
413 activities performed by the ombuds division during the prior calendar year,
414 include((e)ing, but not be limited to:

415 ~~((A. The exercise of the director's functions under this chapter during the~~
416 ~~preceding calendar year. In discussing matters with which the director has dealt, the~~
417 ~~director need not identify those immediately concerned if to do so would cause~~
418 ~~unnecessary hardship. Insofar as the report may criticize named agencies or persons, it~~
419 ~~must also include their replies to the criticism; and))~~

420 ~~((B.))~~ 1. The status of the lobbyist disclosure program described in K.C.C.
421 chapter 1.07 from the preceding calendar year, including a summary of case outcomes

422 of complaints alleging a violation of K.C.C. chapter 1.07 that are no longer eligible for
423 appeal, resource issues, and any concerns and recommendations for program
424 improvement raised by members of the public or county employees; ~~((and))~~

425 ~~((C-))~~ 2. The status of the employee code of ethics program described in K.C.C.
426 chapter 3.04 from the proceeding calendar year, including a summary of case outcomes
427 of complaints alleging a violation of K.C.C. chapter 3.04 that are no longer eligible for
428 appeal, resource issues, and any concerns and recommendations for program
429 improvement raised by members of the public or county employees; and

430 ~~((D-))~~ 3. The status of the whistleblower program described in K.C.C. chapter
431 3.42 from the preceding calendar year, including a summary of improper governmental
432 action and retaliation claims processed during the reporting period, case outcomes of all
433 claims investigated by the ombuds division, resource issues, any concerns raised by
434 whistleblowers about the process, and any recommendations for program improvements.
435 The ombuds division director is encouraged to seek feedback from participants in the
436 whistleblower process when preparing the report.

437 B. In addition to reports from the office of public complaints, the inspector
438 general division director of the office of public complaints shall report to the county
439 council annually. The director shall electronically file the report by July 1 of each year
440 with the clerk of the council, who shall retain an electronic copy and provide an
441 electronic copy to all councilmembers, the council chief of staff and the executive. The
442 inspector general division annual report shall provide an overview of activities performed
443 by the inspector general division during the prior calendar year, including, but not be
444 limited to:

445 1. An overview of inspections and investigations of suspected fraud, waste, and
446 abuse of county-administered moneys, including a summary of case outcomes; and

447 2. The status of the King County fraud, waste, and abuse central reporting
448 system established under section 19 of this ordinance, including any recommendations
449 for reporting system improvement provided by members of the public or county
450 employees.

451 SECTION 17. Ordinance 473, Section 16, as amended, and K.C.C. 2.52.160 are
452 hereby amended to read as follows:

453 If ~~((the))~~ a division director of the office of public complaints has reason to
454 believe that any public official, employee or other person has acted in a manner
455 warranting criminal or disciplinary proceedings, the division director shall refer the
456 matter to the appropriate authorities.

457 SECTION 18. Ordinance 473, Section 18, as amended, and K.C.C. 2.52.170 are
458 hereby amended to read as follows:

459 A. A person required by ~~((the))~~ a division director of the office of public
460 complaints to provide information shall be paid the same fees and allowances, in the
461 same manner and under the same conditions, as are extended to witnesses whose
462 attendance has been required in the courts of this state, excepting that city or county
463 employees who are receiving compensation for the time that they are witnesses shall not
464 be paid the set fees and allowances.

465 B. A person who, with or without service of compulsory process, provides oral or
466 documentary information requested by ~~((the))~~ a division director of the office of public

467 complaints shall be accorded the same privileges and immunities as are extended to
468 witnesses in the courts of this state.

469 C. Any witness in a proceeding before the ((~~ombuds~~)) office of public complaints
470 shall have the right to be represented by counsel.

471 D. If a person fails to obey a subpoena, or obeys a subpoena but refuses to testify
472 when requested concerning any matter under examination or investigation at the
473 hearing, the applicable division director of the office of public complaints may petition
474 the superior court of King County for enforcement of the subpoena. The petition shall be
475 accompanied by a copy of the subpoena and proof of service, shall set forth in what
476 specific manner the subpoena has not been complied with, and shall ask an order of the
477 court to compel the witness to appear and testify before the ((~~ombuds~~)) office of public
478 complaints. The court upon such petition shall enter an order directing the witness to
479 appear before the court at a time and place to be fixed in such order and then and there to
480 show cause why the witness has not responded to the subpoena or has refused to testify.
481 A copy of the order shall be served upon the witness. If it appears to the court that the
482 subpoena was properly issued and that the particular questions that the witness refuses to
483 answer are reasonable and relevant, the court shall enter an order that the witness appear
484 at the time and place fixed in the order and testify or produce the required papers and on
485 failing to obey the order the witness shall be dealt with as for a contempt of court.

486 NEW SECTION. SECTION 19. There is hereby added to K.C.C. chapter 2.52 a
487 new section to read as follows:

488 A. The King County fraud, waste, and abuse central reporting system, referred to
489 in this section as "the hotline," is hereby established. The purpose of the hotline is to

490 create a mechanism for county employees and the public to report suspected fraud, waste,
491 and abuse of county-administered moneys by the county and its officers, employees,
492 contractors and grantees.

493 B.1. The hotline shall be operated by the inspector general division of the office
494 of public complaints. In addition to reports made by telephone to the hotline, reports may
495 be made by other available methods, such as email or online submission form.

496 2. The inspector general division director of the office of public complaints shall
497 establish hotline operational guidelines, policies, and procedures, such as hotline hours of
498 operation, written procedures for logging reports received through the hotline and for
499 converting a report from the hotline into a complaint. A copy of these guidelines,
500 policies, and procedures shall be made accessible to the public on the office's webpage.

501 3. The inspector general division director of the office of public complaints shall
502 prepare and publish a notice on the office's webpage that prominently displays the contact
503 information for the hotline and explains, at a minimum, the purpose of the hotline.

504 C. In accordance with K.C.C. 2.52.100 and K.C.C. 2.52.110, the inspector
505 general division director is empowered to investigate complaints of suspected waste, and
506 abuse of county-administered moneys received through the hotline.

507 D. The inspector shall explore the creation of a reward program for hotline
508 reporters if the information provided leads to a substantiated finding by the inspector
509 general division of fraud, waste, or abuse of county-administered moneys. The rewards
510 would be subject to available expenditure authority and the written guidelines, policies,
511 and procedures established under subsection B.2. of this section.

512 NEW SECTION. SECTION 20. There is hereby added to K.C.C. chapter 2.52 a
513 new section to read as follows:

514 To the extent allowed by law, investigations by the inspector general division of
515 the office of public complaints shall remain confidential unless either the complainant
516 waives confidentiality in writing or until the inspector general division director makes a
517 finding that fraud, waste, or abuse have occurred. If an investigation identifies an
518 occurrence of fraud, waste, or abuse, any resulting determination and recommendations
519 shall remain confidential until the investigation is complete. Additionally, if the
520 complainant chooses to anonymously contact or otherwise report to the office of public
521 complaints of suspected fraud, waste, or abuse of county-administered moneys, then to
522 the fullest extent permitted by law, the office of public complaints will honor that choice.

523 SECTION 21. Ordinance 12138, Section 22, as amended, and K.C.C. 2.93.020
524 are hereby amended to read as follows:

525 The manager is hereby authorized to take all actions necessary and appropriate to
526 implement the policies and provisions in this chapter, and to promulgate such rules,
527 regulations and guidelines as the manager deems necessary to carry out the purposes or
528 provisions of this chapter. In exercising this authority, the manager shall consult with the
529 inspector general division of the office of public complaints and shall develop rules,
530 regulations and guidelines, including provisions in solicitation documents, contracts, or
531 both, to ensure that the contracts listed in K.C.C 2.93.120 require the contractor to
532 cooperate with the inspector general division in any investigation under K.C.C. chapter
533 2.52 into allegations of waste, fraud, and abuse arising out of the contact. The rules,

534 regulations and guidelines shall be promulgated in compliance with K.C.C. chapter 2.98,
535 and as appropriate in county solicitation documents and contracts.

536 SECTION 22. Ordinance 12138, Section 6, as amended, and K.C.C. 2.93.030 are
537 hereby amended to read as follows:

538 The definitions in this section apply throughout this chapter unless the context
539 clearly requires otherwise.

540 A. "Abuse" means behavior that is deficient or improper compared with what a
541 prudent person would consider reasonable and necessary given the circumstances,
542 including payment of county-administered moneys that should not have been made, was
543 made in the incorrect amount, or made with insufficient documentation resulting in a
544 material breach of a contract.

545 B. "Bid" or "proposal" means an offer to provide tangible personal property,
546 services, technical or professional services, and public work in response to a solicitation
547 for bids or proposals issued by the county.

548 ~~((B-))~~ C. "Bidder~~((;))~~" or "proposer" means a person, firm, partnership, or
549 corporation that formally submits a bid, proposal or offer to provide tangible personal
550 property, services, professional or technical services and public work to the county in
551 response to a solicitation for bids or proposals or request for qualifications issued by the
552 county.

553 ~~((C-))~~ D. "Collusion" means a willful act to defraud others of their rights or to
554 obtain an unfair advantage in a public contracting process.

555 ~~((D-))~~ E. "Contract" means a mutually binding legal relationship ~~((or any~~
556 ~~modification thereof obligating))~~ that obligates a person, including a firm, corporation, or

557 partnership or other entity, to provide tangible personal property, services, professional,
558 or technical services or public work to the county, and that obligates the county to pay
559 ~~((there))~~ for such.

560 ~~((E-))~~ F. "Day" means a calendar day.

561 ~~((F-))~~ G. "Fraud" means the wrongful or criminal deception or misrepresentation
562 intended to result in financial or personal gain. Fraud includes false representation of fact,
563 making false statements, or by concealment of information.

564 H. "Incremental project cost" means the additional cost, if any, in design,
565 procurement, construction and long-term maintenance, for achieving a reduction in
566 energy usage or greenhouse gas emissions greater than the reduction that would be
567 achieved under the applicable building code requirements.

568 ~~((G-))~~ I. "Manager" means the manager of the finance and business operations
569 division.

570 ~~((H-))~~ J. "Professional services" means those services provided by licensed or
571 certified individuals or consulting firms associated with either the development, design,
572 or construction, or any combination thereof, of a public works or real property project.

573 ~~((I-))~~ K. "Public work" means all work, construction, alteration, enlargement,
574 repair, demolition or improvement, other than ordinary maintenance, executed at the cost
575 of the county or that is by law a lien or charge on any property therein.

576 ~~((J-))~~ L. "Sealed bid" means a method for submitting a bid to provide or perform
577 work on a contract. In general, each interested party submits a bid in a sealed envelope
578 or electronically as specified, and all of the bids are opened at the same time.

579 (~~(K-)~~) M. "Services," except for professional services or technical services,
580 means the furnishing of labor, time or effort by a contractor, not involving the delivery of
581 tangible personal property, such as reports that are merely incidental to the required
582 performance.

583 (~~(L-)~~) N. "Tangible personal property" means equipment, supplies, materials, and
584 goods, and includes intangible personal property that is movable, subject to ownership,
585 and has exchange value.

586 (~~(M-)~~) O. "Technical services" means those services provided by independent
587 contractors within the scope of accounting, law, financial or administrative studies,
588 studies of a technical nature, management advisory services, and special project
589 management, for a defined time or result or other practice that requires either specialized
590 knowledge, advanced education or licensing, or certification, or any combination thereof,
591 and where the primary service provided is intellectual involving the consistent exercise of
592 judgment and discretion or the provision of specialized skills.

593 (~~(N-)~~) P. "Waiver" means a process whereby the procurement and contract
594 services section may procure without formal solicitation procedures because of the
595 uniqueness of circumstances related to that procurement action.

596 Q. "Waste" means thoughtless or careless expenditure, mismanagement, or abuse
597 of resources to the detriment, or potential detriment of the county. Waste also includes
598 incurring unnecessary costs resulting from inefficient or ineffective practices, systems, or
599 controls.

600 SECTION 23. Ordinance 12138, Section 13, as amended, and K.C.C. 2.93.130
601 are hereby amended to read as follows:

602 Regardless of whether bids or proposals have been solicited by the county for the
603 purchase of tangible personal property or the performance of a service or services, the
604 manager shall report to the executive any suspected collusion. The executive may order
605 the suspected collusion to be reported to the appropriate authorities, including the office
606 of public complaints. If the suspected collusion appears to violate federal antitrust laws,
607 then the executive may order the suspected collusion reported to the appropriate federal
608 authorities charged with enforcement.

609 SECTION 24. Ordinance 12138, Section 18, as amended, and K.C.C. 2.93.170
610 are hereby amended to read as follows:

611 The executive shall comply with the following procedures in contract debarment
612 and suspension actions:

613 A. After reasonable notice to the person involved and reasonable opportunity for
614 that person to be heard, the executive shall have authority to debar a person, firm, or
615 other legal entity for cause from consideration for award of contracts with the county.
616 The debarment shall be for not more than two years;

617 B. The executive shall have the authority to suspend a person, firm, or other legal
618 entity from consideration for award of contracts if there is probable cause for debarment.
619 The suspension shall be for not more than six months;

620 C. The authority to debar or suspend shall be exercised by procedures established
621 by the executive in accordance with this chapter;

622 D. The executive shall suspend or debar a person, firm, or other legal entity for:

623 1. Conviction within the five years preceding commencement of the debarment
624 or suspension for commission of a criminal offense as an incident to obtaining or

625 attempting to obtain a public or private contract or subcontract, or in the performance of
626 the contract or subcontract;

627 2. Conviction within the five years preceding commencement of the debarment
628 or suspension under state or federal statutes of embezzlement, theft, forgery, bribery,
629 falsification or destruction of records, receiving stolen property, or any other offense
630 indicating a lack of business integrity or business honesty that currently, seriously, and
631 directly affects responsibility as a contractor to the county;

632 3. Conviction within the five years preceding commencement of the debarment
633 or suspension under state or federal antitrust statutes arising out of the submission of bids
634 or proposals; or

635 4. Violation of state wage payment laws, including:

636 a. willful violation of a wage payment requirement, as defined in RCW
637 49.48.082, where the citation and notice of assessment for the violation was issued within
638 the five years preceding commencement of the debarment or suspension; or

639 b. civil judgments entered by a court against the person, firm or other legal
640 entity for violations of wage payment requirements under state law within the five years
641 preceding commencement of the debarment or suspension;

642 E. The executive should suspend or debar a person, firm or other legal entity for:

643 1. Violation of ethical standards set forth in contracts with the county;

644 2. Violation of contract provisions, such as the following, of a character that is
645 regarded by the executive to be so serious as to justify debarment action:

646 a. deliberate failure without good cause to perform in accordance with the
647 specifications or within the time limit provided in the contract;

648 b. substantial failure to comply with commitments to and contractual
649 requirements for participation by minority and women's business enterprises and equal
650 employment opportunity; ~~((or))~~

651 c. a finding of fraud, waste, or abuse of county-administered moneys; or

652 d. a recent record of failure to perform or of unsatisfactory performance in
653 accordance with the terms of one or more contracts, though failure to perform or
654 unsatisfactory performance caused by acts beyond the control of the contractor shall not
655 be considered to be a basis for debarment; or

656 3. Any other cause that the executive determines to be so serious and
657 compelling as to affect responsibility as a contractor to the county, including debarment
658 by another governmental entity for any cause similar to those in this subsection E;

659 F. The executive shall issue a written decision stating the reasons for the
660 debarment or suspension. The decision shall be promptly mailed or otherwise furnished
661 to the debarred or suspended person and any other party intervening;

662 G. The executive's decision of debarment or suspension, unless fraudulent, shall
663 constitute the final and conclusive decision on behalf of the county. After a final decision
664 has been made, the executive shall submit a report to the council giving the name of the
665 person, firm or other legal entity suspended or debarred and the reason or reasons for the
666 suspension or debarment. The report shall be filed in the form of a paper original and an
667 electronic copy with the clerk of the council, who shall forward an electronic copy to
668 each councilmember; and

669 H. Notwithstanding subsection D. or E. of this section, the executive has the
670 authority to not suspend or debar a person, firm or legal entity if the executive determines

671 significant harm would accrue to the county by suspension or debarment of the person,
672 firm or other legal entity or that mitigating circumstances do not warrant debarment or
673 suspension, and notifies the council within thirty days of the executive's determination.

674 NEW SECTION. SECTION 25. There is hereby added to K.C.C. chapter 2.93 a
675 new section to read as follows:

676 The auditor and the office of public complaints shall, upon request, have access to
677 contracts entered into by the county. Contracts shall include language requiring
678 contractors be subject to inspection, investigation, and audit upon notification by the
679 auditor or respective division director of the office of public complaints or other
680 applicable county employee for compliance with the terms of the contract.

681 SECTION 26. Ordinance 9704, Section 1, as amended, and K.C.C. 3.04.015 are
682 hereby amended to read as follows:

683 A. It is the policy of King County that the private conduct and financial dealings
684 of public officials and employees and of candidates for public office shall present no
685 actual or apparent conflict of interest between the public trust and private interest.

686 B. Public confidence in government is essential and must be sustained by
687 establishing and enforcing rules to ensure the impartiality and honesty of officials and
688 employees in all public transactions and decisions. Each affected agency of county
689 government should inform its employees of the provisions of this chapter and strive to
690 effectively enforce its requirements by seeking appropriate assistance from the
691 ~~((embuds))~~ office of public complaints, the board of ethics and the prosecuting attorney
692 when considering and acting upon allegations of misconduct.

693 C. Former county employees should engage in transactions with the county
694 consistent with the highest level of ethical conduct. It is essential that former county
695 employees and the county maintain public confidence and ensure fair dealings with all
696 persons by the county. A former county employee should not act, or appear to act, in
697 such a manner as to take improper advantage of the former county employee's previous
698 office or position with the county. A former county employee should not request or
699 otherwise seek special consideration, treatment, or advantage beyond that which is
700 available to every other person. A former county employee should avoid circumstances
701 in which it appears, or to a reasonable person might appear, that the former county
702 employee is requesting or otherwise seeking special consideration, treatment, or
703 advantage.

704 SECTION 27. Ordinance 12014, Section 3, as amended, and K.C.C. 3.04.030 are
705 hereby amended to read as follows:

706 A. No county employee shall engage in any act that is in conflict with the
707 performance of official duties.

708 B. A county employee shall be deemed to have a conflict of interest if the
709 employee directly or indirectly:

710 1. Receives or has any financial interest in any purchase, sale, or lease to or by
711 the county of any service or property when the financial interest was received or obtained
712 with the prior knowledge that the county intended to purchase, sell, or lease such property
713 or service;

714 2. Is beneficially interested or has a substantial financial interest in, or accepts
715 any compensation, gift or thing of value from any other person beneficially interested in,

716 any contract, sale, lease, option, or purchase that may be made by, through, or under the
717 supervision of the employee, in whole or in part;

718 3. Accepts or seeks for others, any employment, travel expense, service,
719 information, compensation, gift, or thing of value on more favorable terms than those
720 granted to other county employees or the public generally, from any person doing
721 business, or seeking to do business, with the county for which the employee has
722 responsibility or with regard to which the employee may participate, provided that this
723 subsection B.3 shall not apply to the receipt by elected officials, or by employees who are
724 supervised directly by an elected official, of meals, refreshments or transportation within
725 the boundaries of the county when given in connection with meetings with constituents or
726 meetings that are informational or ceremonial in nature;

727 4. Accepts, any favor, loan, retainer, entertainment, travel expense,
728 compensation, gift, or other thing of value from any person doing business or seeking to
729 do business with the county when such an acceptance may conflict with the performance
730 of the employee's official duties. A conflict shall be deemed to exist where a reasonable
731 and prudent individual would believe that it was given for the purpose of obtaining
732 special consideration or to influence county action. The financing of county election
733 campaigns shall continue to be governed by chapter 42.17A RCW and the provisions of
734 the charter and ordinances implementing it;

735 5. Participates in, influences, or attempts to influence, the selection of, or the
736 conduct of business or a transaction with a person doing or seeking to do business with
737 the county if the employee has a substantial financial interest in or with ~~((said))~~ the
738 person;

739 6. Discusses or accepts an offer of future employment with any person doing or
740 seeking to do business with the county if either:

741 a. the employee knows or has reason to believe that the offer of employment
742 was or is intended, in whole or in part, as compensation or reward for the performance or
743 nonperformance of a duty by the employee during the course of county employment or to
744 influence county action pertaining to the business; or

745 b. the employee has responsibility for a matter upon which the person is doing
746 or seeking to do business with the county, unless the employee has given notice in
747 accordance with K.C.C. 3.04.037 and a method of providing for an alternative decision
748 maker for the matter has been designated by the employee's appointing authority in a
749 memorandum filed with the board of ethics, a copy of which is maintained by the
750 appointing authority;

751 7. Within one year of entering county employment:

752 a. participates in a county action benefiting a person that formerly employed
753 the employee, except that participation may be authorized in a memorandum by the
754 appointing authority following written disclosure by the affected employee and the
755 authorization shall be filed with the board of ethics and a copy maintained by the
756 appointing authority; or

757 b. awards a county contract benefiting a person that formerly employed the
758 employee;

759 8. Is an employee, agent, officer, partner, director, or consultant, of any person
760 doing or seeking to do business with the county, unless such relationship has been
761 disclosed as provided by this chapter;

762 9. Engages in or accepts compensation, employment or renders services for any
763 person or a governmental entity other than the county when such employment or service
764 is incompatible with the proper discharge of official duties or would impair independence
765 of judgment or action in the performance of official duties;

766 10. Enters into a business relationship outside county government:

767 a. with any other employee for whom the employee has any supervisory
768 responsibility; or

769 b. with any person with regard to a matter for which the employee has
770 responsibility as a county employee;

771 11. Possesses a substantial financial interest in any person which does or seeks
772 to do business with the county, without disclosing such interest as provided by this
773 chapter;

774 12. As an appointive member of a board or commission, has a close relative
775 serving on the same board or commission; or

776 13. Acts as an accomplice in any act by an immediate family member which, if
777 the act were performed by the employee, would be prohibited by this subsection.

778 However, it shall not be a conflict of interest for the family member to enter into a bona
779 fide contract of employment that is not intended to influence the action of the county
780 employee.

781 C.1. The following employees must obtain the prior written consent of their
782 highest ranking supervisor authorizing new or continued employment outside King
783 County government, or authorizing the acceptance of any compensation or anything of
784 value for services performed outside King County government:

- 785 a. the county administrative officer, the chief officer of each executive
786 department or administrative office as defined by the charter, the manager of each
787 division of the department or office, and all individuals who report directly to them;
- 788 b. all nonelected council employees, except that the personal staff of each
789 individual councilmember shall obtain the consent from the councilmember;
- 790 c. all nonelected employees of the prosecuting attorney;
- 791 d. all nonelected employees of the department of judicial administration;
- 792 e. all nonelected employees of the department of assessments; and
- 793 f. the chief economist of the office of economic and financial analysis.
- 794 2. If the employment or service is deemed by the highest-ranking supervisor to
795 pose a conflict of interest, the employee immediately shall divest the employment and
796 failure to do so shall be grounds for dismissal.
- 797 D. A county employee shall be deemed to have a conflict of interest if the
798 employee appears on behalf of a person before any regulatory governmental agency, or
799 represents a person in any action or proceeding against the interest of the county in any
800 litigation to which the county is a party, unless the employee has a personal interest in the
801 litigation and this personal interest has been disclosed to the regulatory governmental
802 agency or adjudicating individual or body. A county councilmember may appear before
803 regulatory governmental agencies on behalf of constituents in the course of the
804 councilmember's duties as a representative of the electorate or in the performance of
805 public or civic obligations; however, no official or employee shall accept a retainer or
806 compensation, or any gift or thing of value that is contingent upon a specific action by a
807 county agency.

808 E.1. A county councilmember shall be deemed to have a conflict of interest if the
809 councilmember, directly or indirectly, has a substantial financial or other private interest
810 in any legislation or other matter coming before the council, and fails to disclose the
811 interest on the records of the county council. This subsection shall not apply if the
812 county councilmember is excused from voting by stating the nature and extent of such an
813 interest.

814 2. Any other employee who is not a county councilmember, who, directly or
815 indirectly, has a substantial financial or other private interest in, and who participates in,
816 an action or proposed action of the county council and fails to disclose on the records of
817 the county council the nature and extent of the interest, shall be deemed in violation of
818 this chapter.

819 F.1. A county employee shall be deemed to have a conflict of interest if the
820 employee, directly or indirectly, has an interest in any property being considered for
821 revaluation by the county board of appeals and equalization or has a personal interest or
822 connection with another person's petition for revaluation while the employee is:

- 823 a. an elected county official;
- 824 b. the executive's administrative assistant or office manager;
- 825 c. a county councilmember's executive secretary;
- 826 d. the county administrative officer, the county administrative officer's
827 administrative assistants, or the county administrative officer's confidential secretary;
- 828 e. the chief officer of an executive department, the chief officer's
829 administrative assistant, or the chief officer's confidential secretary;

830 f. the chief officer of an administrative office, the chief officer's administrative
831 assistants, or the chief officer's confidential secretary;

832 g. the council administrator, the council administrator's administrative
833 assistant, or the council administrator's secretary;

834 h. the ~~((ombuds or the ombuds's staff))~~ office of public complaints;

835 i. an employee of the department of assessments;

836 j. an employee assigned to either the board of equalization or the board of
837 appeals, or both;

838 k. any other county employee who has direct contact with the board of appeals
839 and equalization in the carrying out of the employee's duties;

840 l. a member of either the county board of appeals or the board of equalization,
841 or both; or

842 m. The clerk of the council or the clerk's secretary.

843 2. All individuals listed in this subsection who wish to appeal to the county
844 board of equalization on a matter of property revaluation shall be governed by the
845 procedure in K.C.C. 3.04.040.

846 SECTION 28. Ordinance 9704, Section 9, as amended, and K.C.C. 3.04.055 are
847 hereby amended to read as follows:

848 A. It shall be the responsibility of the ~~((ombuds))~~ office of public complaints to
849 investigate and report apparent criminal violations of this chapter to the appropriate law
850 enforcement authorities and to enforce this chapter according to the powers granted in
851 this chapter. The ~~((ombuds))~~ office of public complaints is expressly authorized to serve

852 as an enforcement officer for this chapter and to impose the civil penalties authorized in
853 K.C.C. 3.04.060.

854 B.1. Complaints alleging a violation of this chapter shall be filed with the
855 ~~((ombuds))~~ office of public complaints. If the complaint alleges fraud, waste, or abuse
856 involving county-administered moneys as the basis of the violation of this chapter, then
857 the complaint shall be investigated by the inspector general division. All other
858 complaints shall be investigated under this chapter by the ombuds division. For purposes
859 of this subsection B. and subsections C. through I. of this section, "the office of public
860 complaints" means the respective division conducting the investigation under this section.

861 2. The complaint shall describe the basis for the complainant's belief that this
862 chapter has been violated. Any such a complaint shall be in writing, signed by the
863 complainant with location of signing, dated, and declared to be true and correct to the
864 best of the complainant's knowledge under penalty of perjury of the laws of the state of
865 Washington. The complainant may state in writing whether the complainant wishes the
866 complainant's name not to be disclosed in accordance with RCW 42.56.240(2).

867 3. Any complaint filed under this chapter must be filed within five years from
868 the date of the violation. However, if it is shown that the violation was not discovered
869 because of concealment by the person charged, then the complaint must be filed within
870 two years from the date the violation was discovered or reasonably should have been
871 discovered.

872 C. Upon receipt of a complaint meeting the requirements of subsection B. of this
873 section, and upon a determination that the alleged conduct could constitute a violation of
874 this chapter, the ~~((ombuds))~~ office of public complaints shall cause to be served or

875 mailed, by certified mail, return receipt requested, a copy of the complaint to the person
876 alleged to have violated this chapter within twenty days after the filing of the complaint,
877 and shall promptly make an investigation thereof. If the ((~~ombuds~~)) office of public
878 complaints determines that the complaint does not meet the requirements of subsection B.
879 or C. of this section, the ((~~ombuds~~)) office of public complaints shall inform the
880 complainant in writing of that determination and the reason.

881 D. An investigation by the ((~~ombuds~~)) office of public complaints of a complaint
882 under this chapter shall be directed to ascertain the facts concerning the alleged violation
883 or violations of this chapter and shall be conducted in an objective and impartial manner.
884 In furtherance of the investigation of the complaint, the ((~~ombuds~~)) office of public
885 complaints is authorized to use the subpoena power to compel sworn testimony from any
886 person, and to require the production of any records relevant or material to the
887 investigation except information that is legally privileged or otherwise required by law
888 not to be disclosed.

889 E. During the investigation, the ((~~ombuds~~)) office of public complaints shall
890 consider any statement of position or evidence with respect to the allegations of the
891 complaint that the complainant or respondent wishes to submit.

892 F. The results of the investigation shall be reduced to written findings of fact and
893 the finding shall be made that there either is or is not reasonable cause for believing that
894 the respondent has violated this chapter.

895 G. If a finding is made that there is no reasonable cause, the finding shall be
896 served or mailed, by certified mail, return receipt requested, to the complainant and the
897 respondent, and a copy shall be provided to the board of ethics.

898 H.1.a. If the finding is made that reasonable cause exists to believe that the
899 respondent has violated this chapter, the ((ombuds)) office of public complaints shall
900 prepare an order to that effect, a copy of which shall be served or mailed, by certified
901 mail, return receipt requested, to the respondent, and the original thereof filed with the
902 board of ethics. The ((ombuds)) office of public complaints shall provide a copy of the
903 order to the prosecuting attorney's office. Such a reasonable cause order shall include:

- 904 (1) a finding that one or more violations of the chapter has occurred;
- 905 (2) the factual basis for the finding;
- 906 (3) any civil penalties; and
- 907 (4) a notice informing the respondent that the respondent has the right to
908 request a hearing before the board of ethics as set forth in K.C.C. 3.04.057.

909 b. A reasonable cause order may also include any recommendations for
910 disciplinary action to the respondent's appointing authority.

911 2. In determining civil penalties, the ((ombuds)) office of public complaints may
912 consider any notification made by the employee under K.C.C. 3.04.037 as a mitigating
913 factor.

914 3. If the respondent does not request an appeal hearing in a timely manner under
915 K.C.C. 3.04.057, the ((ombuds)) office of public complaints shall provide a copy of the
916 reasonable cause order to the complainant and the respondent's appointing authority.

917 I.1. At any stage in the investigation, the respondent may agree to an early
918 resolution agreement in lieu of a finding of reasonable cause by the ((ombuds)) office of
919 public complaints.

920 2. An early resolution agreement may not be appealed.

921 3. The agreement shall be in writing and signed by the ((~~ombuds~~)) office of
922 public complaints and the respondent.

923 4. The respondent shall acknowledge in the agreement that an ethical violation
924 has occurred and that the agreement may not be appealed. The respondent may include a
925 statement explaining circumstances surrounding the ethical violation.

926 5. The agreement shall identify the violations of the chapter that occurred, the
927 factual basis for the violation, and any civil penalties, and may include any
928 recommendations for disciplinary action to the respondent's appointing authority.

929 6. The agreement shall detail appropriate reporting and compliance
930 requirements that shall be monitored by and reported to the ((~~ombuds~~)) office of public
931 complaints. It shall also include a timeline for such reporting and compliance
932 requirements.

933 7. The agreement shall state that the signed agreement is not effective unless
934 approved by the board of ethics and that the board may require the respondent to attend a
935 board hearing at which the respondent shall be required to respond to inquiries from the
936 board regarding the agreement and the circumstances giving rise to the agreement.

937 8.a. The early resolution agreement is not effective unless approved by the
938 board of ethics.

939 b. Within seven days of the ((~~ombuds~~)) office of public complaints and
940 respondent signing the agreement, the ((~~ombuds~~)) office of public complaints shall file
941 with the board the signed agreement and a report of all material facts the ((~~ombuds~~))
942 office of public complaints considered material in reaching their decision to enter the
943 early resolution agreement.

944 c. Upon an individual member of the board's request to the ((~~ombuds~~)) office
945 of public complaints, the member shall have the ability to review either the complete
946 ((~~ombuds~~)) office of public complaints investigative file or those documents supporting
947 the specific material facts considered by the ((~~ombuds~~)) office of public complaints, or
948 both.

949 d. Before taking action on the agreement, and unless otherwise by action of the
950 board, the board shall require either the respondent or the ((~~ombuds~~)) office of public
951 complaints, or both, to attend a hearing to respond to inquiries regarding the agreement
952 and circumstances giving rise to the agreement. The hearing shall be conducted within a
953 reasonable time after the board receives the signed agreement and related materials.
954 Written notice of the time and place of the hearing shall be given to the respondent and
955 ((~~ombuds~~)) office of public complaints at least ten days prior to the hearing date.

956 e. After a sufficient period for the board to consider the agreement, but no later
957 than ninety days after the board receives the signed agreement and related materials, the
958 board shall take one of the following actions:

959 (1) approve the agreement. The board shall send a copy of the approved early
960 resolution agreement to the ((~~ombuds~~)) office of public complaints, who shall forward a
961 copy to the respondent, the respondent's appointing authority, to the prosecuting
962 attorney's office, and to the complainant;

963 (2) reject the agreement. If the early resolution agreement is rejected by the
964 board, the ((~~ombuds~~)) office of public complaints shall complete the investigation in
965 accordance with the provisions of this chapter; or

966 (3) refer the agreement back to the ((~~ombuds~~)) office of public complaints.

967 The board may direct that the agreement be revised and refer the agreement back to the
968 ((~~ombuds~~)) office of public complaints. The board should identify the revisions to be
969 made to the agreement before the board will consider approving the agreement. In the
970 event either the ((~~ombuds~~)) office of public complaints or respondent choose not to
971 amend the agreement, the ((~~ombuds~~)) office of public complaints shall complete the
972 investigation in accordance with the provisions of this chapter. Any revised agreement
973 must be resubmitted to the board for action in accordance with this subsection I.8.

974 f. After taking final action on an agreement, the board may choose to advise
975 the ((~~ombuds~~)) office of public complaints in writing of its determination that
976 administrative acts by an administrative agency contributed to the respondent's violation
977 of this chapter and request the ((~~ombuds~~)) office of public complaints to consider
978 exercising its authority under K.C.C. 2.52.090 to investigate such administrative acts by
979 the administrative agency. The board may also choose to report its determination that
980 improper governmental actions contributed to the respondent's violation of this chapter
981 and request the appropriate investigating official, under K.C.C. 3.42.030.D., who is not
982 the ((~~ombuds~~)) office of public complaints exercise its authority under K.C.C. 3.42.055 to
983 investigate the report.

984 g. If the board fails to take action as set forth in this subsection I.8., the early
985 resolution agreement shall be effective.

986 9. The ((~~ombuds~~)) office of public complaints shall monitor the respondent's
987 compliance to the early resolution agreement and the appointing authority's action in
988 response to any disciplinary recommendations in the agreement. The ((~~ombuds~~)) office

989 of public complaints shall submit a report to the board of ethics within thirty days after
990 the reporting and compliance deadline set forth in the agreement that details the
991 respondent's compliance to the agreement and the appointing authority's response to
992 disciplinary recommendations.

993 SECTION 29. Ordinance 9704, Section 10, as amended, and K.C.C. 3.04.057 are
994 hereby amended to read as follows:

995 A. Any respondent who disagrees with an order of reasonable cause (~~of the~~
996 ~~ombuds~~) issued by a division within office of public complaints may file a written
997 request, within twenty days of the service of the order upon the respondent or delivery of
998 the order by certified mail, for an appeal hearing before the board of ethics. The request
999 shall be filed with the board of ethics, with a copy provided to the (~~ombuds~~) division of
1000 the office of public complaints that issued the order. The request shall cite the order
1001 appealed from and specify with particularity the findings being contested.

1002 B. Any order of reasonable cause issued by (~~the ombuds~~) a division within
1003 office of public complaints pursuant to K.C.C. 3.04.055 shall become final twenty days
1004 after service of the order or delivery of the order by certified mail, unless a timely written
1005 request for an appeal hearing is filed as set forth (~~above~~) in subsection A. of this
1006 section.

1007 C. If an order of reasonable cause has been timely appealed, a hearing shall be
1008 conducted by the board of ethics for the purpose of affirming, reversing or modifying the
1009 order. The parties to the hearing shall be the respondent and the (~~ombuds or designee~~)
1010 division within the office of public complaints that issued the order of reasonable cause.

1011 There shall be a verbatim record kept of the hearing and the board of ethics shall have the

1012 power to administer oaths and affirmations, issue subpoenas and compel attendance, take
1013 evidence and require the production of any books, papers, correspondence, memoranda or
1014 other records relevant or material to the hearing. The burden of proving that a violation
1015 occurred shall at all times be upon the ~~((ombuds))~~ division. The board of ethics's
1016 decision shall be based upon a preponderance of the evidence. Such a hearing shall be
1017 conducted within a reasonable time after receipt of the request for appeal. Written notice
1018 of the time and place of the hearing shall be given to the parties at least ten days prior to
1019 the hearing date.

1020 D. At the hearing, each party shall have the following rights:

- 1021 1. To call and examine witnesses on any matter relevant to the issues raised by
1022 the order of ~~((the ombuds or designee))~~ reasonable cause;
- 1023 2. To introduce documentary and physical evidence;
- 1024 3. To cross-examine opposing witnesses on any relevant matter;
- 1025 4. To impeach any witness regardless of which party first called the witness to
1026 testify;
- 1027 5. To rebut evidence against the party; and
- 1028 6. To self-represent or to be represented by anyone of the party's choice who is
1029 lawfully permitted to do so.

1030 E. Following review of the evidence submitted, the board shall within a
1031 reasonable time enter written findings and conclusions and shall affirm or modify the
1032 order previously issued if the board finds that one or more violations of this chapter
1033 ~~((has))~~ have occurred. The board shall reverse the order if it finds no violations of this
1034 chapter have occurred. A copy of the board's decision shall be served or mailed, by

1035 certified mail, return receipt requested, to the respondent, and the original thereof
1036 retained by the board. The board shall provide a copy of its decision to the ((ombuds))
1037 respective division within office of public complaints, the respondent's appointing
1038 authority, the prosecuting attorney's office and the complainant.

1039 SECTION 30. Ordinance 1321, Section 4, as amended, and K.C.C. 3.04.100 are
1040 hereby amended to read as follows:

1041 In addition to its other authorities set forth in this chapter, whenever requested by
1042 a county officer or employee, or whenever it deems it in the public interest, the board of
1043 ethics shall render advisory opinions, in writing, concerning questions of ethics, conflicts
1044 of interest, and the applicability of the code of ethics. Copies of the opinion shall be
1045 delivered to any officer or employee requesting the opinion, the ((ombuds)) office of
1046 public complaints, the county executive, and all members of the King County council.

1047 SECTION 31. Ordinance 9704, Section 13, as amended, and K.C.C. 3.04.130 are
1048 hereby amended to read as follows:

1049 The ((ombuds)) office of public complaints and the board of ethics are each
1050 authorized to implement such forms, administrative processes, and operational
1051 procedures as are necessary to comply with the provisions of this chapter. Any rules
1052 governing the conduct of contested hearings shall be promulgated in compliance with
1053 K.C.C. chapter 2.98, Rules of County Agencies.

1054 The executive is directed to prepare, with the assistance of council staff, the office
1055 of the prosecuting attorney, the ((ombuds)) office of public complaints and the board of
1056 ethics, information regarding the provisions of this chapter to be made available to
1057 employees and members of boards and commissions. The availability of these materials

1058 and of copies of this chapter shall be described in a summary form, which shall be
1059 distributed to all new county employees, who shall sign and return the form within two
1060 weeks of commencing work for King County or at the new employee orientation,
1061 whichever is sooner. A summary of the ethics code shall also be distributed to all county
1062 employees at least once every two years, and any time there are material changes to this
1063 chapter.

1064 SECTION 32. Ordinance 11687, Section 2, as amended, and K.C.C. 3.42.020 are
1065 hereby amended to read as follows:

1066 The definitions in this section apply throughout this chapter unless the context
1067 clearly requires otherwise.

1068 A. "Appropriate investigating official" means an investigating official acting
1069 within the investigating official's respective jurisdiction as identified in K.C.C.
1070 3.42.030.D. or any assistant or representative authorized to receive documents on the
1071 investigating official's behalf, except that for the department of public safety, the only
1072 appropriate investigating official shall be the internal investigations unit or any assistant
1073 or representative authorized to receive documents on its behalf.

1074 B. "Employee" or "county employee" means any individual who is appointed as
1075 an employee by the appointing authority of a county agency, office, department, council,
1076 board, commission or other separate unit or division of county government, however
1077 designated. The term "employee" or "county employee" also includes county elected
1078 officials and members of county boards, commissions, committees, or other multimember
1079 bodies.

1080 C. "Good faith" means the individual providing the information or report of
1081 improper governmental action has a reasonable basis in fact for reporting or providing the
1082 information. An individual who knowingly provides or reports, or who reasonably ought
1083 to know that the information or report is malicious, false or frivolous, or information that
1084 is provided with reckless disregard for the truth, is not acting in good faith.

1085 D. "Gross mismanagement" means the exercise of management responsibilities
1086 in a manner grossly deviating from the standard of care or competence that a reasonable
1087 person would observe in the same situation.

1088 E. (~~"Gross waste of public funds" means to spend or use public funds or to allow~~
1089 ~~public funds to be used without valuable result in a manner grossly deviating from the~~
1090 ~~standard of care or competence that a reasonable person would observe in the same~~
1091 ~~situation.~~)

1092 F.)1. "Improper governmental action" means any action by a county officer or
1093 employee that is undertaken in the performance of the officer's or employee's official
1094 duties, whether or not the action is within the scope of employment, and:

- 1095 a. violates any state or federal law or rule or county ordinance or rule;
- 1096 b. constitutes an abuse of authority;
- 1097 c. is gross mismanagement;
- 1098 d. creates a substantial and specific danger to the public health or safety;
- 1099 e. results in a (~~gross~~) waste of public (~~funds~~) moneys;
- 1100 f. results in abuse of public moneys;
- 1101 g. results in fraud; or

1102 (~~(f)~~) h. prevents the dissemination of scientific opinion or alters technical
1103 findings without scientifically valid justification, unless disclosure is legally prohibited.

1104 This subsection (~~(G-)~~E.1.(~~(f)~~) h. is not meant to preclude the discretion of agency
1105 management to adopt a particular scientific opinion or technical finding from among
1106 differing opinions or technical findings to the exclusion of other scientific opinions or
1107 technical findings.

1108 2. "Improper governmental action" does not include violations of
1109 antidiscrimination laws, violations of collective bargaining or civil service laws, or
1110 alleged violations of agreements with labor organizations under collective bargaining. A
1111 properly authorized county program or activity does not become an "improper
1112 governmental action" because an employee or investigating official dissents from the
1113 county policy or considers the expenditures unwise.

1114 (~~(G-)~~) F. "Investigating official" means any individual to whom a report may be
1115 made pursuant to K.C.C. 3.42.030.D. or any assistant or representative authorized to
1116 receive documents on the investigating official's behalf.

1117 (~~(H-)~~) G. "Retaliate," "retaliation" and "retaliatory action," means to make any
1118 unwarranted adverse change in an employee's employment status or the terms and
1119 conditions of employment including, but not limited to:

- 1120 1. Denial of adequate staff to perform duties;
- 1121 2. Frequent staff changes;
- 1122 3. Frequent and undesirable office changes;
- 1123 4. Refusal to assign meaningful work;

- 1124 5. Unwarranted and unsubstantiated letters of reprimand or unsatisfactory
1125 performance evaluations;
- 1126 6. Demotion;
- 1127 7. Reduction in pay;
- 1128 8. Denial of promotion;
- 1129 9. Denial of training or benefits;
- 1130 10. Transfer or reassignment;
- 1131 11. Suspension or dismissal;
- 1132 12. Other unwarranted disciplinary action;
- 1133 13. A supervisor or senior manager or official behaving in or encouraging
1134 coworkers to behave in a hostile manner toward the employee, or failing to take
1135 appropriate action to prevent coworkers from behaving in a hostile manner toward the
1136 employee.

1137 ~~((F))~~ H. "Substantial and specific danger" means a risk of serious injury, illness,
1138 peril, or loss, to which the exposure of the public is a gross deviation from the standard of
1139 care or competence which a reasonable person would observe in the same situation.

1140 I. "Waste" means the thoughtless or careless expenditure, mismanagement, or
1141 abuse of resources to the detriment, or potential detriment of the county. Waste also
1142 includes incurring unnecessary costs resulting from inefficient or ineffective practices,
1143 systems, or controls.

1144 J. "Written report of improper governmental action" means any writing that
1145 alleges that an improper governmental action has occurred and describes the basis for that
1146 belief.

1147 SECTION 33. Ordinance 11687, Section 4, as amended, and K.C.C. 3.42.030 are
1148 hereby amended to read as follows:

1149 A. Every county employee shall have the right to report, in good faith in
1150 accordance with Ordinance 11687, information concerning an improper governmental
1151 action.

1152 B. In reporting improper governmental action, the employee is encouraged, but
1153 not required, to make a written report first to any investigating official as defined by
1154 K.C.C. 3.42.020.G; the employee is encouraged to consult with the office of the
1155 ~~((ombuds))~~ public complaints in order to determine to whom a written report should be
1156 made.

1157 C.1. This section does not authorize a county employee to report information that
1158 is subject to an applicable privilege against disclosure at law (e.g., RCW 5.60.060
1159 privileged communications) unless waived, or to make disclosure where prohibited at
1160 law.

1161 2. An employee making a written report under this subsection is encouraged to
1162 wait at least thirty days from receipt of the written report by the investigating official
1163 before reporting the improper governmental action to a person who is not an investigating
1164 official. However, reporting to a person who is not an investigating official before this
1165 thirty-day period will not result in the loss of the protections in this chapter.

1166 3. An employee's reporting of the employee's own improper action does not
1167 grant the employee immunity from discipline or termination insofar as the employee's
1168 improper action would be cause for discipline.

1169 D. For purposes of this chapter, the person to whom a written report should be
1170 made is as follows:

1171 1. Reporting sexual harassment to the employee's supervisor, department head
1172 or other government official as set out in the county's adopted procedure for reporting
1173 sexual harassment complaints;

1174 2. Reporting violations of the fair employment practices ordinance, which is
1175 K.C.C. chapter 12.18, to the executive or the executive's designee;

1176 3. Reporting police misconduct to the department of public safety's internal
1177 investigation unit or to the office of law enforcement oversight;

1178 4. Reporting violations of the Code of Judicial Conduct to the Washington
1179 state Commission on Judicial Conduct;

1180 5. Reporting improper governmental action occurring within the district court
1181 to the presiding judge of the district court;

1182 6. Reporting improper governmental action occurring within the legislative
1183 branch to the chair of the council or to the prosecutor;

1184 7. Reporting improper governmental action occurring within the executive
1185 branch to the executive or to the department director of the executive agency in which the
1186 alleged improper governmental action occurred or to the ((~~ombuds~~)) office of public
1187 complaints;

1188 8. Reporting improper governmental action occurring within the department
1189 of judicial administration to the director/clerk of the superior court or to the ((~~ombuds~~))
1190 office of public complaints;

1191 9. Reporting improper governmental action occurring within the department
1192 of assessments to the assessor or to the ((~~ombuds~~)) office of public complaints;

1193 10. Reporting improper governmental action occurring within the department
1194 of elections to the director of elections or to the ((~~ombuds~~)) office of public complaints;

1195 11. Reporting improper governmental action occurring within the superior
1196 court to the presiding judge of the superior court;

1197 12. Reporting violations of criminal laws to the sheriff or the county
1198 prosecuting attorney;

1199 13. Reporting improper governmental action of the county prosecuting
1200 attorney to the state auditor or the attorney general;

1201 14. Reporting improper governmental action occurring within the office of
1202 economic and financial analysis to any member of the forecast council or to the
1203 ((~~ombuds~~)) office of public complaints;

1204 15. Reporting violations of K.C.C. chapter 3.04, the Employee Code of
1205 Ethics, to the ((~~ombuds~~)) office of public complaints; and

1206 16. Reporting any improper governmental action for which no other
1207 appropriate recipient of a report is listed in subsection D.1. through 15. of this section to
1208 the ((~~ombuds~~)) office of public complaints.

1209 E. Any one or more of the following conduct by employees is protected under
1210 this chapter:

1211 1. Reporting improper governmental action;

1212 2. Cooperating in an investigation by any official related to improper
1213 governmental action, including but not limited to local, state, federal, and internal
1214 investigation; and

1215 3. Testifying in any official proceeding, hearing, or prosecution arising out of
1216 an improper governmental action.

1217 F. A county officer or employee shall not retaliate, attempt to retaliate or
1218 threaten to retaliate against any employee because that employee has in good faith
1219 engaged in conduct protected by K.C.C. 3.42.030.E., or because the county officer or
1220 employee believes the employee has engaged or will engage in such conduct, whether or
1221 not such conduct actually occurred.

1222 G. Any county officer or employee who engages in retaliatory action
1223 prohibited by K.C.C. 3.42.030.F. is subject to disciplinary action including, but not
1224 limited to, suspension without pay, demotion or termination. In addition, any elected
1225 official who engages in retaliatory action prohibited by K.C.C. 3.42.030.F. is subject to
1226 censure by motion of the council and also may be subject to recall from office due to
1227 misfeasance or malfeasance in office.

1228 H. Each appointing authority shall ensure that, upon entering county service
1229 or any time there are material changes to this chapter, every county officer and employee
1230 shall receive a written summary of this chapter, the procedures for reporting improper
1231 governmental actions to investigating officials, the procedures for obtaining the
1232 protections extended, the prohibition against retaliation in this section, and identification
1233 of offices and resources available to help the employee understand the provisions of this
1234 chapter including but not limited to the ((ombuds's)) office of public complaints. The

1235 ((~~ombuds~~s)) office of public complaints shall assist in the development of materials.
1236 Copies of these summaries shall be conspicuously posted where all employees will have
1237 reasonable access to them. Every county officer and employee shall also receive a
1238 written summary of this chapter at least once every two years; the summary may be
1239 distributed electronically.

1240 SECTION 34. Ordinance 11687, Section 6, as amended, and K.C.C. 3.42.050 are
1241 hereby amended to read as follows:

1242 A. If the official receiving a complaint under this section is not the appropriate
1243 investigating official identified in K.C.C. 3.42.030.D.1., the official receiving the
1244 complaint shall immediately forward the written report to the appropriate investigating
1245 official and notify the reporting employee of the referral.

1246 B. If a report of improper governmental action meets the definition of a
1247 complaint under K.C.C. 3.04.055, the ((~~ombuds~~)) the office of public complaints, upon
1248 receipt of the report, shall investigate that allegation according to the procedures in
1249 K.C.C. chapter 3.04, the Employee Code of Ethics.

1250 C. If the ((~~ombuds~~)) the office of public complaints is an appropriate
1251 investigating official ((~~and~~)) but the report does not meet the definition of a complaint
1252 under K.C.C. chapter 3.04, the Employee Code of Ethics, the ((~~ombuds~~)) office of public
1253 complaints upon receipt of the report may refer the report to the department director of
1254 the agency in which the alleged improper governmental action occurred or to the chief
1255 elected official of the branch of government implicated in the allegation; if the
1256 ((~~ombuds~~)) office of public complaints does not refer to another official, or if the other
1257 official's response is not timely or satisfactory to the ((~~ombuds~~)) office of public

1258 complaints, the ((ombuds)) applicable division within the office of public complaints
1259 shall conduct an investigation in accordance with the procedures outlined in K.C.C.
1260 3.42.057.

1261 D. If a report of improper governmental action is filed with an appropriate
1262 investigating official who is not the ((ombuds)) office of public complaints, and a report
1263 is concurrently filed with the ((ombuds)) office of public complaints, the ((ombuds))
1264 office of public complaints may defer action until the investigation is completed by the
1265 affected department, office or agency. When the ((ombuds)) office of public complaints
1266 chooses to conduct a concurrent investigation the ((ombuds)) office of public complaints
1267 shall notify the executive and the chair of the council.

1268 E. Decisions of the ((ombuds)) office of public complaints under this section may
1269 not be appealed to the Board of Ethics.

1270 SECTION 35. Ordinance 16580, Section 6, as amended, and K.C.C. 3.42.055 are
1271 hereby amended to read as follows:

1272 A. The procedures in this section shall apply to any investigating official except
1273 ((the ombuds)) those within the office of public complaints or the judicial branch.
1274 Investigations by the ((ombuds)) office of public complaints shall be conducted in
1275 accordance with K.C.C. 3.42.057.

1276 B. When an appropriate investigating official who is not ((the ombuds)) within
1277 the office of public complaints receives a report of improper governmental action, the
1278 investigating official shall respond to the reporting employee in writing within thirty days
1279 of when the report was received with either a final report or a preliminary report, with a
1280 copy of the response to the ((ombuds)) office of public complaints. If responding with a

1281 preliminary report, the official shall include a summary of the status of the investigation
1282 and information obtained thus far, and identifying matters for further research or inquiry.
1283 If the identity of the reporting employee is not known, the response shall be sent to the
1284 ((~~ombuds~~)) office of public complaints.

1285 C. The investigating official shall complete the investigation and issue a final
1286 report no later than one year from when the report of improper governmental action was
1287 received. If the final report concludes that there was improper governmental action, it
1288 shall include an action plan for addressing the improper governmental action and provide
1289 reasonable timelines for completing corrective actions.

1290 D. The investigating official shall send a copy of the final report to the reporting
1291 employee and the ((~~ombuds~~)) office of public complaints.

1292 E. When conducting an investigation of improper governmental action occurring
1293 within the legislative branch, the prosecutor may at any stage, issue subpoenas,
1294 administer oaths, examine witnesses, and compel the production of documents or other
1295 evidence; refer the matter to the state auditor, law enforcement authorities or other
1296 governmental agency; and issue reports; or any combination thereof, each as deemed
1297 appropriate.

1298 F. If the investigating official determines that that the employee reporting
1299 improper governmental action has been retaliated against or is at great risk of retaliation,
1300 the investigating official may seek temporary preventive action, including but not limited
1301 to the transfer of the reporting employee to another department at the request of the
1302 reporting employee or authorizing leave with pay for the reporting employee. If the
1303 investigating official deems it necessary, the investigating official's recommendation may

1304 be made to the executive. Such a temporary preventative action may continue until the
1305 conclusion of any investigation and a permanent resolution of the matter.

1306 G. To the extent allowed by law, investigating officials are encouraged to enter
1307 into cooperative agreements or arrangements for receiving and processing complaints
1308 with other agencies or entities that are investigating related complaints, so that
1309 duplication of functions shall be minimized and multiple redundant investigations
1310 avoided.

1311 SECTION 36. Ordinance 16580, Section 7, as amended, and K.C.C. 3.42.057 are
1312 hereby amended to read as follows:

1313 A. The procedures in this section apply to the ~~((ombuds))~~ office of public
1314 complaints when ~~((the ombuds))~~ a division within the office of public complaints is
1315 investigating a report of an improper governmental action that is not investigated
1316 according to the rules applicable to K.C.C. chapter 3.04, the Employee Code of Ethics.

1317 B. In determining whether to conduct an investigation, the ~~((ombuds))~~ director of
1318 the applicable division within the office of public complaints may consider factors
1319 including, but not limited to, the nature and quality of the evidence and the existence of
1320 relevant laws and rules; whether the alleged improper governmental action was isolated
1321 or systematic; the history of previous assertions regarding the same subject or subject
1322 matter; whether other avenues are available for addressing the matter; whether the matter
1323 has already been investigated or is in litigation; the seriousness or significance of the
1324 asserted improper governmental action; and the cost and benefit of the investigation. The
1325 ~~((ombuds))~~ director of the applicable division has the sole discretion to determine the

1326 priority and weight given to these or any other relevant factors and to decide whether a
1327 matter is to be investigated.

1328 C. If the ((~~ombuds~~)) director of the applicable division elects not to investigate
1329 the matter, the ((~~ombuds~~)) director of the applicable division shall, before making a final
1330 decision to close the investigation, send a notice to the person who made the report
1331 explaining the factors considered and the analysis applied, summarizing allegation
1332 deficiencies if any, and providing a reasonable opportunity to reply. The notification
1333 may be by electronic means.

1334 D. If the ((~~ombuds~~)) director of the applicable division within the office of public
1335 complaints determines that that the employee reporting improper governmental action has
1336 been retaliated against or is at great risk of retaliation, the ((~~ombuds~~)) director of the
1337 applicable division may recommend to the head of the department that temporary
1338 preventive action be taken, including but not limited to transferring the reporting
1339 employee at the reporting employee's request to another department or authorizing leave
1340 with pay for the reporting employee. If the ((~~ombuds~~)) director of the applicable division
1341 deems it necessary, the ((~~ombud's~~)) director of the applicable division may make the
1342 recommendation ((~~may be made~~)) directly to the executive instead. Such temporary
1343 preventative action may continue until the conclusion of any investigation and a
1344 permanent resolution of the matter.

1345 E. If the ((~~ombuds~~)) director of the applicable division within the office of public
1346 complaints elects to conduct an investigation and it appears to the ((~~ombuds~~)) director of
1347 the applicable division that the investigation will take longer than thirty days to complete,
1348 the ((~~ombuds~~)) director of the applicable division shall, within thirty days after receiving

1349 the report of alleged improper governmental action, provide the complainant with a
1350 preliminary written report that summarizes the procedural status of the investigation, the
1351 information obtained thus far, any preliminary findings as the ((~~ombuds~~)) director of the
1352 applicable division deems appropriate, and identifying matters for further research or
1353 inquiry. The ((~~ombuds~~)) director of the applicable division shall also notify the subject or
1354 subjects of the investigation and the agency head of the need for continued investigation.

1355 F. When conducting an investigation of a complaint, the ((~~ombuds~~)) director of
1356 the applicable division within the office of public complaints may at any stage issue
1357 subpoenas, administer oaths, examine witnesses, and compel the production of
1358 documents or other evidence; refer the matter to the state auditor, law enforcement
1359 authorities, or other governmental agency; and issue reports; or any combination thereof,
1360 each as deemed appropriate.

1361 G.1. Upon completion of an investigation, the ((~~ombuds~~)) director of the
1362 applicable division within the office of public complaints shall make a final written report
1363 that summarizes the results of the investigation, including findings with regard to each
1364 assertion of improper governmental action and recommended actions. The ((~~ombuds~~))
1365 director of the applicable division shall complete the investigation and issue a final report
1366 within one year of receipt of the report of improper governmental action.

1367 ((+)) 2. If the ((~~ombuds~~)) director of the applicable division determines that no
1368 improper governmental action has occurred, the ((~~ombuds~~)) director of the applicable
1369 division shall send the report to the complainant, the subject or subjects of the
1370 investigation and the agency head.

1371 ~~((2-))~~ 3. If the ~~((ombuds))~~ director of the applicable division determines that an
1372 improper governmental action has occurred:

1373 a. The ~~((ombuds))~~ director of the applicable division shall give the subject of
1374 the report an opportunity to respond before issuing a final report~~((-))~~;

1375 b. The ~~((ombuds))~~ director of the applicable division shall send the report to:
1376 the complainant; the head of the department with responsibility for the action or if a
1377 department head is implicated, to the executive and county council; and such other
1378 governmental officials or agencies as the ~~((ombuds))~~ director of the applicable division
1379 deems appropriate. The ~~((ombuds))~~ director of the applicable division shall also send a
1380 copy of the written report to the executive or the county council if requested to do so by
1381 the complainant, if the director of the applicable division has not already done so~~((-))~~;

1382 c. The department with responsibility for the improper governmental action
1383 shall report back to the ~~((ombuds))~~ director of the applicable division and complainant
1384 with an action plan for addressing the improper governmental action and provide
1385 reasonable timelines for completing its corrective actions. The department's response
1386 should be made within fourteen days of receipt of the ~~((ombuds))~~ director of the
1387 applicable division's report. If the ~~((ombuds))~~ director of the applicable division deems
1388 that satisfactory action within a reasonable timeframe has not been achieved, the
1389 ~~((ombuds))~~ director of the applicable division shall report the ~~((ombuds))~~ director of the
1390 applicable division's determination to the executive and the county council~~((-))~~; and

1391 d. The ~~((ombuds))~~ office of public complaints may impose a fine of not greater
1392 than ten thousand dollars on the department within which the improper governmental
1393 action occurred. A fine should be imposed for improper governmental actions that are

1394 exceptionally egregious or for which corrective actions have been highly unsatisfactory.
1395 The department shall be given a reasonable opportunity to be heard before imposition of
1396 any fine. Proceeds collected from any fine shall be deposited into an account to be used
1397 for the purpose of educating employees about this chapter or may be applied by the
1398 department toward the cost of administrative leave paid to the employee reporting the
1399 improper governmental action where the reason for the administrative leave is related to
1400 the employee's reporting.

1401 H.1. At any stage in the investigation, the ~~((ombuds))~~ director of the applicable
1402 division may, with the agreement of the parties, recommend, arrange for, convene, or
1403 conduct voluntary mediation between the employee and either the subject of the
1404 investigation or agency head, or both, with cost sharing, if any, to be determined by the
1405 parties.

1406 ~~((1-))~~ 2. If the parties reach agreement as a result of mediation, the ~~((ombuds))~~
1407 director of the applicable division may close the investigation.

1408 ~~((2-))~~ 3. The response times from subsection E. of this section shall be tolled for
1409 the duration of the mediation process.

1410 ~~((3-))~~ 4. Mediation and other informal resolution processes are voluntary. No
1411 employer or employee shall be pressured into participating in such processes, and no
1412 negative inferences shall be drawn if any party declines to participate in such processes.
1413 If a party agrees to participate in voluntary mediation or other informal resolution
1414 process, that party is under no obligation to accept the resolution recommended by the
1415 mediator, the ~~((ombuds))~~ director of the applicable division, or any other person

1416 participating in this process, and no negative inferences shall be drawn as a result of a
1417 refusal to accept such recommendations.

1418 I. The ((~~ombuds~~)) director of the applicable division may close an investigation
1419 at any time the ((~~ombuds~~)) director of the applicable division determines that no further
1420 action is warranted and shall so notify the complainant, the subject or subjects of the
1421 investigation and the agency head. The ((~~ombuds~~)) director of the applicable division
1422 shall also issue any reports as required by this section.

1423 J. Decisions of the ((~~ombuds~~)) director of the applicable division under this
1424 section may not be appealed to the board of ethics.

1425 SECTION 37. Ordinance 11687, Section 7, as amended, and K.C.C. 3.42.060 are
1426 hereby amended to read as follows:

1427 A. In order to seek relief, an employee who believes the employee has been
1428 retaliated against in violation of K.C.C. 3.42.030.E. must file a signed written complaint
1429 within six months of when the alleged retaliation occurred or the employee reasonably
1430 should have known of the occurrence. The complaint shall be filed with the ((~~ombuds~~))
1431 office of public complaints and must specify the alleged retaliatory action and the relief
1432 requested.

1433 B. The ((~~ombuds~~)) director of the applicable division within the office of public
1434 complaints shall conduct an investigation of the alleged retaliatory action except that
1435 complaints involving the judicial branch shall be forwarded to the appropriate
1436 investigating official for that branch for investigation and complaints involving
1437 councilmembers shall be forwarded to and investigated by the prosecutor.

1438 C. When conducting an investigation, the ~~((ombuds))~~ director of the applicable
1439 division or prosecutor may at any stage, issue subpoenas, administer oaths, examine
1440 witnesses, and compel the production of documents or other evidence; refer the matter to
1441 the state auditor, law enforcement authorities or other governmental agency; and issue
1442 reports; or any combination thereof, each as deemed appropriate.

1443 D. If it appears to the ~~((ombuds))~~ director of the applicable division within the
1444 office of public complaints or prosecutor after conducting an investigation that no
1445 retaliation has occurred, the ~~((ombuds))~~ director of the applicable division or prosecutor
1446 shall so notify the complainant summarizing the ~~((ombuds))~~ director of the applicable
1447 division's or prosecutor's findings and providing a reasonable opportunity for the
1448 complainant to reply before making a final determination.

1449 E. The ~~((ombuds))~~ director of the applicable division within the office of public
1450 complaints or prosecutor shall, within forty-five days after ~~((receiving))~~ the office of
1451 public complaints receives the report of alleged retaliatory action, provide the
1452 complainant with a written report that summarizes the results of the investigation,
1453 including findings with regard to each assertion of retaliation and recommended actions.
1454 The ~~((ombuds))~~ director of the applicable division or prosecutor shall also send a copy of
1455 the written report to any governmental officials or agencies as the ~~((ombuds))~~ director of
1456 the applicable division or ~~((prosecuter))~~ prosecutor deems appropriate. If the ~~((ombuds))~~
1457 director of the applicable division or prosecutor finds that additional time is needed to
1458 complete the report, the ~~((ombuds))~~ director of the applicable division or ~~((prosecuter))~~
1459 prosecutor shall notify the complainant in writing before the expiration of the forty-five
1460 day response period, and shall specify the reasons that additional time is required. The

1461 effect of the notice is to extend for forty-five days the time period in which a response
1462 must be made. Only two such extensions may be made.

1463 F. The following apply to investigations by the ((ombuds)) office of public
1464 complaints under this section((-):

1465 1. If it appears to the ((ombuds)) director of the applicable division within the
1466 office of public complaints at any stage in the process that the complainant is at great risk
1467 of retaliation, the ((ombuds)) director of the applicable division may recommend to the
1468 head of the department that temporary preventive action be taken, including but not
1469 limited to transferring the individual to another department or authorizing leave with pay.
1470 If the ((ombuds)) director of the applicable division deems it necessary, the ((ombuds))
1471 director of the applicable division recommendation may be made to the executive instead.
1472 Such temporary preventative action may continue until the conclusion of any
1473 investigation and a permanent resolution of the matter;

1474 2. If the ((ombuds)) director of the applicable division determines that no
1475 retaliatory action has occurred, the ((ombuds)) director of the applicable division shall
1476 send the report to the complainant, the subject or subjects of the investigation and the
1477 agency head; and

1478 3. If the ((ombuds)) director of the applicable division determines that
1479 retaliatory action has occurred:

1480 a. The ((ombuds)) director of the applicable division shall give the subject of
1481 the investigation an opportunity to respond before issuing a final report;

1482 b. The ((ombuds)) director of the applicable division shall send the report to:
1483 the complainant; the head of the department with responsibility for the action or if a

1484 department head is implicated, to the executive and county council, and to such other
1485 governmental officials or agencies as the ((ombuds)) director of the applicable division
1486 deems appropriate. The ((ombuds)) director of the applicable division shall also send a
1487 copy of the written report to the executive or the county council if requested to do so by
1488 the complainant, if the ((ombuds)) director of the applicable division has not already done
1489 so;

1490 c. The department with responsibility for the retaliatory action shall report
1491 back to the ((ombuds)) director of the applicable division and complainant with an action
1492 plan for addressing the retaliatory action and provide reasonable timelines for when the
1493 corrective actions will occur. The department's response should be made within fourteen
1494 days of receipt of the ((ombuds)) director of the applicable division report;

1495 d. If the ((ombuds)) director of the applicable division deems that the
1496 responsible department has not taken satisfactory action within a reasonable timeframe,
1497 the ((ombuds)) director of the applicable division shall report the ((ombuds)) director of
1498 the applicable division's determination to the executive and the county council; and

1499 e. The ((ombuds)) director of the applicable division may impose a fine on
1500 the department within which the retaliatory action occurred; the ((ombuds)) director of
1501 the applicable division shall not impose a fine greater than ten thousand dollars. A fine
1502 should be imposed for retaliatory actions where the department's response to the
1503 retaliatory actions was grossly inadequate. The department shall be given a reasonable
1504 opportunity to be heard before imposition of any fine. Proceeds collected from any fine
1505 shall be deposited into an account to be used for the purpose of educating employees
1506 about this chapter or applied by the department toward administrative leave paid to the

1507 complainant where the reason for the administrative leave is related to the retaliation
1508 claim.

1509 G.1. At any stage in the investigation, the ~~((ombuds))~~ director of the applicable
1510 division within the office of public complaints or prosecutor may, with the agreement of
1511 the parties, recommend, arrange for, convene or conduct voluntary mediation between the
1512 employee and the subject of the investigation and/or agency head.

1513 ~~((1-))~~ 2. If the employer and employee reach agreement as a result of a
1514 mediation, the investigation shall be closed and the employee shall not be entitled to seek
1515 a hearing under subsection I. of this section.

1516 ~~((2-))~~ 3. If the employer and employee fail to reach agreement, the response
1517 times from subsection C. of this section shall be tolled for the duration of the mediation
1518 process.

1519 ~~((3-))~~ 4. Mediation and other informal resolution processes are voluntary. No
1520 employer or employee shall be pressured into participating in such processes, and no
1521 negative inferences shall be drawn if any party declines to participate in such processes.
1522 If a party agrees to participate in voluntary mediation or other informal resolution
1523 process, that party is under no obligation to accept the resolution recommended by the
1524 mediator, the ~~((ombuds))~~ director of the applicable division, or any other person
1525 participating in this process, and no negative inferences shall be drawn as a result of a
1526 refusal to accept such recommendations.

1527 H. The ~~((ombuds))~~ director of the applicable division or prosecutor may close an
1528 investigation at any time the ~~((ombuds))~~ director of the applicable division or prosecutor
1529 determines that no further action is warranted and shall so notify the complainant, the

1530 subject or subjects of the investigation and the agency head. The ~~((ombuds))~~ director of
1531 the applicable division or prosecutor shall also issue any reports as required by this
1532 section.

1533 I. Decisions of the ~~((ombuds))~~ director of the applicable division within the office
1534 of public complaints under this section may not be appealed to the board of ethics.

1535 J. If an employee who has filed a complaint of retaliation under this section is
1536 dissatisfied with the progress of the investigation or the response and desires a hearing
1537 ~~((under RCW 42.41.040))~~, the employee shall deliver a request for hearing to the head of
1538 the branch within which retaliation is alleged to have occurred within the later of: one
1539 year of when the alleged retaliation occurred or the employee reasonably should have
1540 known of the occurrence; or ninety days from receipt of the department's response under
1541 K.C.C. 3.42.060E.2.b. The employee shall notify the ~~((ombuds))~~ office of public
1542 complaints of the request. Within five working days of receipt of the request for hearing,
1543 the county shall apply to the state office of administrative hearings for a hearing to be
1544 conducted as provided in RCW 42.41.040(4) through (9).

1545 K. An employee shall not have the right to seek a hearing under this section if the
1546 complaint of retaliation is pursued under and falls within the subject matter jurisdiction of
1547 a collective bargaining agreement grievance procedure ending in binding arbitration or
1548 the career service grievance procedure ending in a hearing before the personnel board.

1549 L. To the extent allowed by law, investigating officials are encouraged to enter
1550 into cooperative agreements or arrangements for receiving and processing complaints
1551 with other agencies or entities that are investigating related complaints, so that

1552 duplication of functions shall be minimized and multiple redundant investigations
1553 avoided.

1554 SECTION 38. This ordinance takes effect July 1, 2026.

1555 SECTION 39. If any provision of this ordinance or its application to any person

1556 or circumstance is held invalid, the remainder of the ordinance or the application of the
1557 provision to other persons or circumstances is not affected.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

APPROVED this ____ day of _____, ____.

Girmay Zahilay, County Executive

Attachments: None

S1

June 9, 2026
Striking Amendment

[M.Leskinen]

Sponsor: Dembowski

Proposed No.: 2026-0101.1

1 **STRIKING AMENDMENT TO PROPOSED ORDINANCE 2026-0101, VERSION**

2 **1**

3 On page 1, beginning on line 5, strike everything through page 71, line 1557, and insert:

4 "BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

5 SECTION 1. Ordinance 13320, Section 14, as amended, and K.C.C. 1.07.140 are
6 hereby amended to read as follows:

7 A. Except for allegations of untimely filing of statements and reports, which are
8 processed by the department under K.C.C. 1.07.130.K., complaints alleging a violation of
9 any of the provisions of this chapter shall be filed with the ~~((county ombuds))~~ office of
10 public complaints. Any such ~~((a))~~ complaint shall be in writing, verified and signed by
11 the complainant. The complainant shall describe the basis for the complainant's belief
12 that this chapter has been violated. The complainant may state in the written complaint
13 whether the complainant desires that the complainant's name be withheld from disclosure
14 under RCW 42.17.310(1)(e) if the complaint is the subject of a public records disclosure
15 request.

16 B. Within twenty days of receiving a complaint meeting the requirements of
17 subsection A. of this section, the ~~((county ombuds))~~ office of public complaints shall
18 serve or mail, by certified mail, return receipt requested, a copy of the complaint to the

19 person alleged to have violated this chapter. Within forty days of receiving the complaint
20 the ((~~county ombuds~~)) office of public complaints shall analyze the merits of the
21 complaint to determine whether a full investigation is warranted. The ((~~county ombuds~~))
22 office of public complaints shall have the authority to issue an order dismissing the
23 complaint, or specific sections of the complaint, if the ((~~county ombuds~~)) office of public
24 complaints determines that the complaint or specific sections of the complaint, as written,
25 alleges a de minimis violation or does not state facts that, even if true, would constitute a
26 violation of this chapter.

27 C. If the ((~~county ombuds~~)) office of public complaints determines that a full
28 investigation of the complaint is warranted, then the investigation shall be directed to
29 ascertain the facts concerning the violation or violations alleged in the complaint and
30 shall be conducted in an objective and impartial manner. The ((~~county ombuds~~)) office
31 of public complaints is authorized to contract for such investigative services and other
32 assistance as may be needed to conduct the investigation, subject to the council's
33 appropriation of adequate funds to pay for the costs of the contracts. In furtherance of
34 such an investigation, the ((~~county ombuds~~)) office of public complaints is authorized to
35 use the subpoena power to compel sworn testimony from any person and require the
36 production of any records relevant or material to the investigation except information that
37 is legally privileged. Upon request of the ((~~county ombuds~~)) office of public complaints,
38 county employees shall provide sworn testimony and produce any records relevant or
39 material to the investigation, except information that is legally privileged.

40 D. During the investigation, the ((~~county ombuds~~)) office of public complaints
41 shall consider any statement of position or evidence with respect to the allegations of the
42 complaint that the complainant or respondent wishes to submit.

43 E. The results of the investigation shall be reduced to written findings of fact and
44 a finding shall be made that there either is or is not reasonable cause for believing that the
45 respondent has violated one or more provisions of the chapter.

46 F. If a finding is made that there is no reasonable cause, then the finding shall be
47 served or mailed, by certified mail, return receipt requested, to the complainant and the
48 respondent and the finding shall be final. The original of the ((~~county ombuds~~)) office of
49 public complaints' finding shall be filed with the clerk of the council.

50 G. If a finding is made that reasonable cause exists to believe that the respondent
51 has violated one or more of the provisions of this chapter, then the ((~~county ombuds~~))
52 office of public complaints shall prepare an order to that effect, copies of which shall be
53 served or mailed, by certified mail, return receipt requested, to the complainant and the
54 respondent. The original of the ((~~county ombuds~~)) office of public complaints' order
55 shall be filed with the clerk of the council. The reasonable cause order shall include:

- 56 1. A finding that one or more violations of this chapter has occurred;
- 57 2. The factual basis for the finding;
- 58 3. The amount of the civil penalty or penalties imposed for remedial purposes to
59 be assessed for each violation. A person who is found to have violated this chapter shall
60 be given a written warning for the first violation by certified mail, return receipt
61 requested, and shall be subject to a civil penalty of up to one thousand dollars for each
62 subsequent violation after the warning has been given. Further, an individual penalty

63 may not exceed one thousand dollars per violation and in any case where multiple
64 violations are involved in a single complaint, the maximum aggregate civil penalty shall
65 not exceed two thousand five hundred dollars; and

66 4. A notice informing the respondent that the respondent has the right to a
67 hearing before the hearing examiner as set forth in K.C.C. 1.07.150.

68 SECTION 2. Ordinance 13320, Section 15, as amended, and K.C.C. 1.07.150 are
69 hereby amended to read as follows:

70 A. Any respondent aggrieved by an order of the ((~~county ombuds~~)) office of
71 public complaints may appeal that order by complying with K.C.C 20.22.080 and by
72 providing a copy of the appeal to the complainant.

73 B. If an order of the ((~~county ombuds~~)) office of public complaints has been
74 timely appealed, an examiner shall conduct a hearing and shall affirm, deny or modify the
75 order. The parties to the hearing shall be the respondent and the ((~~county ombuds~~)) office
76 of public complaints. There shall be a verbatim record kept of the hearing and the
77 hearing examiner shall have the power to administer oaths and affirmations, issue
78 subpoenas, compel attendance, take evidence and require the production of any books,
79 papers, correspondence, memoranda or other documents relevant or material to the
80 hearing, except information which is covered by the attorney-client privilege. The
81 burden of proving that a violation occurred shall at all times be upon the ((~~county~~
82 ~~ombuds~~)) office of public complaints. The decision of the hearing examiner shall be
83 based upon a preponderance of the evidence. Such a hearing shall be conducted within a
84 reasonable time after receipt of the request for appeal. Written notice of the time and

85 place of the hearing shall be given to the parties and the complainant at least ten days
86 before the date of the hearing.

87 C. At the hearing each party shall have the following rights:

88 1. To call and examine witnesses on any matter relevant to the issues raised by
89 the order of the ((~~county ombuds~~)) office of public complaints;

90 2. To introduce documentary and physical evidence;

91 3. To cross-examine opposing witnesses on any relevant matter;

92 4. To impeach any witness regardless of which party first called the witness to
93 testify;

94 5. To rebut evidence against the party; and

95 6. To self-represent or to be represented by anyone of the party's choice who is
96 lawfully permitted to do so.

97 D. Following review of the evidence submitted the hearing examiner shall, within
98 a reasonable time, enter written findings and conclusions and shall affirm or modify the
99 order previously issued if the hearing examiner finds that one or more violations of this
100 chapter have occurred. The hearing examiner shall reverse the order if the hearing
101 examiner finds that no violations of this chapter have occurred. A copy of the hearing
102 examiner's decision shall be served or mailed, by certified mail, return receipt requested,
103 to the ((~~county ombuds~~)) office of public complaints, the respondent and the complainant.

104 The original of the hearing examiner's decision shall be filed with clerk of the council.

105 E. A decision of the hearing examiner shall be a final and conclusive action
106 unless within twenty-one calendar days from the date of issuance of the hearing

107 examiner's decision an aggrieved person files an appeal in superior court, state of
108 Washington, for the purpose of review of the action taken.

109 SECTION 3. Ordinance 1565, Section 1, as amended, and K.C.C. 2.20.040 are
110 hereby amended to read as follows:

111 A. The auditor shall conduct audits, studies and oversight promoting due
112 diligence by county officials. The auditor may perform the following functions in the
113 course of performing that work:

- 114 1. Determining whether laws, policies and regulations are being faithfully,
115 efficiently, effectively and equitably implemented by county officials;
- 116 2. Determining whether agencies or programs are achieving intended results;
- 117 3. Holding county officials accountable in their use of public funds and other
118 county resources; and
- 119 4. Submitting to the council reports resulting from audits, studies or oversight.

120 B. The auditor may assist the inspector general division of the office of public
121 complaints in the investigations of suspected fraud, waste, or abuse of county-
122 administered moneys in accordance with K.C.C. 2.52.020.C.

123 C. The council shall review and approve by motion a work program proposed by
124 the auditor at least every two years. To respond to emerging issues or circumstances, the
125 auditor may request that the council by motion amend the work program or the council,
126 by motion, may amend the work program. However, a council-initiated change to the
127 work program shall not be made that adversely affects an audit or study in progress
128 without the recommendation of the auditor.

129 ((C-)) D. If the auditor determines that there is serious concern regarding fraud,
130 abuse or illegality, or that the scope of an audit or study in progress should be expanded
131 as the result of any findings, the auditor may initiate spontaneously and conduct, or
132 expand the scope of, an audit beyond that approved in the work program.

133 SECTION 4. Ordinance 18799, Section 9, and K.C.C. 2.20.065 are hereby
134 amended to read as follows:

135 A. The auditor shall have full and unrestricted access to any and all persons,
136 property and records in any form of any department, agency, program, or other entity,
137 including contractors, and grantees, that receives appropriations or funding from the
138 county or performs work on behalf of or under the authority of the county. Access to
139 persons, property, and records shall be provided to the auditor in a timely manner and
140 without limitation. Access to persons or property and all records requested by the auditor
141 shall be provided without charge.

142 B. For the purposes of this section, "access to persons" includes information,
143 interviews or testimony by any and all individuals or entities employed by the county,
144 including its officers and employees, or ~~((persons))~~ other entities, including contractors,
145 and grantees, performing work on behalf of or under the authority of the county. The
146 manner of questioning the persons regarding their knowledge shall be determined
147 exclusively by the auditor. The persons shall fully cooperate with the auditor and make
148 full disclosure of all pertinent information.

149 C. For the purposes of this section, "access to property and records" includes
150 furnishing and providing access to any and all requested property and records including,
151 but not limited to, physical and digital materials, locations, writings, contracts and grants

152 and related documents, information systems, operations and data, in a manner determined
153 exclusively by the auditor. Access to property and records shall be construed to the
154 broadest extent, including property and records designated as confidential or of limited
155 access by contract or law, unless access is specifically prohibited by law or court order.
156 Persons with access to or responsible for confidential or limited-access property or
157 records shall fully cooperate with the auditor in determining a plan of action to provide
158 and manage the property or records.

159 D. If, in the exclusive opinion of the auditor, access to persons, property and
160 records is inconsistent with the language of this section or insufficient to meet the needs
161 of the auditor to perform its duties, the auditor, with approval of the council by motion,
162 may either issue a subpoena compelling access or require full disclosure under oath, or
163 both.

164 E. In addition to the powers of the auditor set forth in this chapter, the auditor
165 may seek regular or equitable relief to enjoin any acts or practices and abate any
166 conditions which the auditor believes constitute or will constitute a violation of this code
167 or other pertinent laws or regulations.

168 SECTION 5. Ordinance 473, Section 1, as amended, and K.C.C. 2.52.010 are
169 hereby amended to read as follows:

170 (~~As used in~~) The definitions in this section apply throughout this chapter(~~(, the~~
171 ~~term:)) unless the context clearly requires otherwise.~~

172 A. "Abuse" means behavior that is deficient or improper compared with what a
173 prudent person would consider reasonable and necessary given the circumstances,
174 including payment of county-administered moneys that should not have been made, was

175 made in the incorrect amount, or made with insufficient documentation resulting in a
176 material breach of a contract or grant.

177 B. "Administrative agency" means any department, office or other governmental
178 unit, or any employee of King County acting or purporting to act by reason of a
179 connection with the county, and the Board of Equalization/Appeals; but "administrative
180 agency" does not include:

- 181 1. Any court or judge or appurtenant judicial staff~~((7))~~;
- 182 2. The members or staffs of the county council~~((7))~~;
- 183 3. The executive or the executive's personal staff~~((7))~~; or
- 184 4. The county prosecuting attorney or the prosecuting attorney's staff. ~~((For~~
185 ~~purposes of this chapter "administrative agency" shall specifically include the Board of~~
186 ~~Equalization/Appeals.))~~

187 ~~((B-))~~ C. "Administrative act" includes every action ~~((f))~~, such as decisions,
188 omissions, recommendations, practices, or procedures~~((h))~~, of an administrative agency.
189 For purposes of this chapter, action of a contractor, or grantee related to a contract or
190 grant with the county shall be considered an administrative act.

191 D. "Contract" means a mutually binding legal relationship that obligates a person,
192 including a firm, corporation, or partnership or other entity, to provide tangible personal
193 property, services, professional, or technical services or public work to the county, and
194 that obligates the county to pay for such. For the purposes of this chapter, "contract" also
195 includes "grant," which means an agreement between the county and a grant recipient
196 under which the county makes an award of county-administered moneys to a recipient to

197 fund projects, services, or research that serve a public purpose and no repayment of the
198 award is expected.

199 E. "Fraud" means the wrongful or criminal deception or misrepresentation
200 intended to result in financial or personal gain. "Fraud" includes false representation of
201 fact, making false statements, or by concealment of information.

202 F. "Waste" means the thoughtless or careless expenditure, mismanagement, or
203 abuse of resources to the detriment, or potential detriment of the county. "Waste" also
204 includes incurring unnecessary costs resulting from inefficient or ineffective practices,
205 systems, or controls.

206 SECTION 6. Ordinance 473, Section 2, as amended, and K.C.C. 2.52.020 are
207 hereby amended to read as follows:

208 A. In accordance with Section 260 of the King County Charter, the office of
209 public complaints(~~(tax advisor)~~) is established (~~(and may also be referred to as the~~
210 ~~ombuds office)~~). The office shall consist of:

- 211 1. The ombuds division; and
- 212 2. The inspector general division.

213 B. The duties of the ombuds division shall include the following:

- 214 1. Inspection and investigation of alleged violations of the employee code of
215 ethics under K.C.C. chapter 3.04;
- 216 2. Inspection and investigation of reports of improper governmental action and
217 retaliation under K.C.C. chapter 3.42;
- 218 3. Inspection and investigation of possible violations of the lobbyist disclosure
219 code under K.C.C. chapter 1.07; and

220 4. Serve as property tax advisor in accordance with RCW 84.48.140 and provide
221 advice to any person liable for payment of property taxes in King County, including the
222 process for appealing property tax assessments and other matters related to property
223 taxes. The division shall routinely and at least annually publicize these services to the
224 public.

225 C. The duties of the inspector general division shall include inspection and
226 investigation of complaints of suspected fraud, waste, and abuse of county-administered
227 moneys. The inspector general division may receive assistance from the auditor with
228 investigations of suspected fraud, waste, or abuse of county-administered moneys.

229 D. An administrative agency should notify the inspector general division of
230 complaints received of suspected fraud, waste, or abuse of county-administered moneys
231 and should consult, coordinate or collaborate with the inspector general division on the
232 administrative agency's investigation of the complaint.

233 E. In carrying out the duties of the inspector general division, its director should
234 adhere to applicable professional standards and best practices, such as the Quality
235 Standards for Investigations (2025) promulgated by the Council for Inspectors General
236 on Integrity and Efficiency.

237 SECTION 7. Ordinance 5869, Section 4, as amended, and K.C.C. 2.52.030 are
238 hereby amended to read as follows:

239 A.1. Both the ombuds division director and the inspector general division ((The))
240 director of the ((ombuds)) office of public complaints shall be appointed by a majority of
241 the members of the county council.

242 2. Each division director shall serve for a term of five years, unless removed by
243 a vote of two-thirds of the members of the county council upon their determination that
244 the director has become incapacitated or has been guilty of neglect of duty, misconduct,
245 or political activity. The council may appoint an interim director pending the
246 appointment of a new director whenever the term of the director has expired or the
247 position otherwise becomes vacant.

248 B. Each division director shall be a registered voter of the United States, shall
249 hold a degree from an accredited college or its equivalent in service to government, shall
250 have a working knowledge of legal and administrative procedures, and shall have either
251 experience or knowledge, or both, in local government commensurate to the powers of
252 the office. During the term of which the director is appointed, the director shall be
253 ineligible to hold any other public office of employment. The director shall not be a
254 candidate for any public office for a period of two years following the completion of the
255 director's term as inspector general division director. The director shall not be included
256 in the classified civil or career service of the county.

257 SECTION 8. Ordinance 473, Section 4, as amended, and K.C.C. 2.52.040 and
258 Ordinance 473, Section 5, as amended, and K.C.C. 2.52.050 are hereby repealed.

259 SECTION 9. Ordinance 473, Section 8, as amended, and K.C.C. 2.52.080 are
260 hereby amended to read as follows:

261 A. ~~((The director shall serve as property tax advisor for King County in~~
262 ~~accordance with RCW 84.48.140.~~

263 B-)) The ombuds and inspector general division directors may with concurrence
264 of the council select, appoint and compensate, within the amount available or budgeted

265 by appropriation, such assistants and employees as staff as ~~((the director))~~ they deem ~~((s))~~
266 necessary to discharge the ~~((director's))~~ office's responsibilities under this chapter. The
267 assistants and employees shall not be included in the classified civil or career service of
268 the county.

269 ~~((C.))~~ B. The ombuds and inspector general division directors each may delegate
270 to staff any of the respective director's authority or duties under this chapter except this
271 power of delegation and the duty formally to make recommendations to administrative
272 agencies or reports to either or both the executive and the council.

273 SECTION 10. Ordinance 473, Section 9, as amended, and K.C.C. 2.52.090 are
274 hereby amended to read as follows:

275 Within each division of the office of public complaints, ~~((F))~~ the respective
276 director shall have the ~~((following powers:~~

277 ~~——A. F))~~ power to investigate, on complaint or on the ~~((director's))~~ directors' own
278 initiatives, any administrative act of any administrative agency, including:

279 ~~((+))~~ A. To prescribe the methods by which complaints are made, received and
280 acted upon; to determine the scope and manner of investigations to be made; and, subject
281 to the requirements of this chapter, to determine the form, frequency and distribution of
282 the director's conclusions and recommendations;

283 ~~((+))~~ B. To request and be given by each administrative agency the assistance
284 and information the director deems necessary for the discharge of the director's
285 responsibilities; to examine the records and documents of all administrative agencies,
286 including contract or grant records and related documents; and to enter and inspect
287 premises within administrative agencies' control;

288 ~~((3-))~~ C. To administer oaths and hold hearings in connection with any matter
289 under inquiry;

290 ~~((4-))~~ D. To issue a subpoena to compel any person to appear, give sworn
291 testimony or produce documentary or other evidence reasonable in scope and generally
292 relevant to a matter under inquiry; however, the subpoena power shall be limited to
293 matters under written complaints by a ~~((resident of the county))~~ member of the public;
294 and

295 ~~((5-))~~ E. To undertake, participate in, or cooperate with general studies,
296 inspections, investigations, or inquiries by others, including receiving assistance with
297 investigations from the auditor, whether or not related to any particular administrative
298 agency or any particular administrative act, if the director believes that the general
299 studies, inspections, investigations, or enquiries might enhance knowledge about or lead
300 to improvements in the functioning of administrative agencies~~((;))~~.

301 ~~((B. To investigate and enforce the provisions of the King County Code chapter~~
302 ~~about lobbyist disclosure, K.C.C. chapter 1.07, in accordance with the terms thereof;~~

303 ~~C. To investigate and enforce the provisions of the code of ethics, K.C.C. chapter~~
304 ~~3.04, in accordance with the terms thereof;~~

305 ~~D. To investigate and enforce the provisions of the King County Code chapter~~
306 ~~about whistleblower protection, K.C.C. chapter 3.42, in accordance with the terms~~
307 ~~thereof; and~~

308 ~~E. To provide advice to any person liable for payment of property taxes in King~~
309 ~~County, including the process for appealing property tax assessments and other matters~~
310 ~~related to property taxes.))~~

311 SECTION 11. Ordinance 473, Section 10, as amended, and K.C.C. 2.52.100 are
312 hereby amended to read as follows:

313 A. In selecting matters for ~~((the))~~ a respective division director's attention, the
314 director shall address an administrative act that might be:

- 315 1. Contrary to law, contract or grant requirement, or regulation;
- 316 2. Unreasonable, unfair, oppressive, or inconsistent with the general course of
317 an administrative agency's functioning;
- 318 3. Arbitrary in ascertainment of facts;
- 319 4. Improper in motivation or based on irrelevant considerations;
- 320 5. Unclear or inadequately explained when reasons should have been revealed;
- 321 6. Inefficiently performed; or
- 322 7. Otherwise objectionable.

323 B. ~~((The))~~ A division director also may recommend strengthening procedures and
324 practices of administrative agencies.

325 SECTION 12. Ordinance 473, Section 11, as amended, and K.C.C. 2.52.110 are
326 hereby amended to read as follows:

327 A. ~~((The))~~ A division director shall receive complaints from any source
328 concerning any administrative act. The respective division director shall conduct a
329 suitable investigation into the subject matter of the complaint within a reasonable time,
330 unless the director believes that:

- 331 1. The complainant has available another remedy or channel of complaint that
332 the complainant could reasonably be expected to use;

333 2. The grievance pertains to a matter outside the power of the (~~ombuds~~) office
334 of public complaints;

335 3. The complainant's interest is insufficiently related to the subject matter;

336 4. The complaint is trivial, frivolous, vexatious, or not made in good faith; or

337 5. The complaint has been too long delayed to justify present examination of its
338 merit.

339 B. After completing the respective division director's consideration of a
340 complaint, whether or not it has been investigated, the director shall suitably inform the
341 complainant and the administrative agency or agencies involved. If a county contractor
342 or grantee is involved, both the contractor or grantee and the administrative agency that
343 manages the contract or grant shall be informed.

344 C. A letter (~~to the ombuds director~~) from a person in a place of detention or in
345 a hospital or other institution under the control of an administrative agency addressed to
346 the office of public complaints, or either of its divisions, shall be forwarded immediately,
347 unopened, to the office of public complaints to then be distributed to the applicable
348 division director.

349 D. A report of suspected fraud, waste, and abuse received through the King
350 County central reporting system established under section 19 of this ordinance shall be
351 investigated by the inspector general division in accordance with this chapter.

352 SECTION 13. Ordinance 473, Section 12, as amended, and K.C.C. 2.52.120 are
353 hereby amended to read as follows:

354 A. Any individual who is the subject of a complaint shall have the right to
355 present witnesses and other evidence on the individual's own behalf prior to disclosure of
356 any conclusions or recommendations by the respective division director.

357 B. Before publishing a conclusion or recommendation that criticizes an
358 administrative agency or any person, the respective division director shall consult with
359 the agency or person and shall disclose fully the critical findings the division director
360 intends to publish. If a contractor or grantee is involved, both the contractor or grantee
361 and the administrative agency that manages the associated contract or grant shall be
362 consulted by the respective division director, who shall disclose fully the critical findings
363 the division director intends to publish.

364 SECTION 14. Ordinance 473, Section 13, as amended, and K.C.C. 2.52.130 are
365 hereby amended to read as follows:

366 A.1. ~~((H, h))~~ Having considered a complaint and whatever material the respective
367 office of public complaints division director deems pertinent, the respective division
368 director ~~((is of the opinion))~~ shall make findings regarding the validity of the complaint
369 and any recommended actions that an administrative agency or the executive should do,
370 including:

371 ~~((1.))~~ a. ~~((C))~~ consider the matter further;

372 ~~((2.))~~ b. ~~((M))~~ modify or cancel an administrative act, including contract or
373 grant suspension or debarment;

374 ~~((3.))~~ c. ~~((A))~~ alter a regulation or ruling;

375 ~~((4.))~~ d. ~~((E))~~ explain more fully the administrative act in question;

376 e. seek recovery of county-administered moneys from a contractor or grantee
377 due to fraud, waste or abuse arising from an administrative act; or

378 ~~((5-))~~ f. ~~((F))~~take any other recommended step,

379 2. The respective division director shall ~~((state))~~ provide the director's written
380 findings and recommendations to the administrative agency, the executive, or both. If a
381 contractor or grantee is involved, both the contractor or grantee and the administrative
382 agency that manages the contract or grant shall be provided with the division director's
383 findings and recommendations. If the division director ~~((se))~~ requests, the administrative
384 agency or the executive shall inform the division director, within the time the division
385 director has specified, about the action taken on the division director's recommendations
386 or the reasons for not complying with them.

387 B. If the division director believes that an administrative action has been dictated
388 by laws ~~((whose))~~ the results of which are unfair or otherwise objectionable, the division
389 director shall bring to the attention of the council the director's views concerning
390 desirable legislative change.

391 SECTION 15. Ordinance 473, Section 14, as amended, and K.C.C. 2.52.140 are
392 hereby amended to read as follows:

393 The division director may publish the director's conclusions, recommendations
394 and suggestions by transmitting them to the county executive, the county council or ~~((to))~~
395 any appropriate committee of the council, the press, and others who may be concerned.

396 When publishing an opinion criticizing an administrative agency or person, the division
397 director, unless excused in writing by the agency or individual affected, shall include
398 such statement or document that may have been made available to the director by way of

399 explaining past conduct or present rejection of the director's proposals. The division
400 director shall not publish any interim or confidential reports.

401 SECTION 16. Ordinance 473, Section 15, as amended, and K.C.C. 2.52.150 are
402 hereby amended to read as follows:

403 A. In addition to whatever reports ~~((the director))~~ the office of public complaints
404 may make from time to time, the ombuds division director shall report to the county
405 council annually. The director shall electronically file the report by March 1 of each
406 year~~((, in the form of a paper original and an electronic copy))~~ with the clerk of the
407 council, who shall retain ~~((the original))~~ an electronic copy and provide an electronic
408 copy to all councilmembers, the council chief of staff, and the executive. The director
409 shall also transmit that portion of the report related to ethics complaints, as described in
410 subsection ~~((C))~~A.2. of this section, annually by March 1 of each year, in the form of an
411 electronic copy to the board of ethics administrator, who shall provide an electronic copy
412 to all board members. The ombuds division annual report shall provide an overview of
413 activities performed by the ombuds division during the prior calendar year,
414 include((e))ing, but not be limited to:

415 ~~((A. The exercise of the director's functions under this chapter during the~~
416 ~~preceding calendar year. In discussing matters with which the director has dealt, the~~
417 ~~director need not identify those immediately concerned if to do so would cause~~
418 ~~unnecessary hardship. Insofar as the report may criticize named agencies or persons, it~~
419 ~~must also include their replies to the criticism; and~~

420 ~~B-))~~ 1. The status of the lobbyist disclosure program described in K.C.C.
421 chapter 1.07 from the proceeding calendar year, including a summary of case outcomes

422 of complaints alleging a violation of K.C.C. chapter 1.07 that are no longer eligible for
423 appeal, resource issues, and any concerns and recommendations for program
424 improvement raised by members of the public or county employees; ~~((and))~~

425 ~~((C-))~~ 2. The status of the employee code of ethics program described in K.C.C.
426 chapter 3.04 from the preceding calendar year, including a summary of case outcomes
427 of complaints alleging a violation of K.C.C. chapter 3.04 that are no longer eligible for
428 appeal, resource issues, and any concerns and recommendations for program
429 improvement raised by members of the public or county employees; and

430 ~~((D-))~~ 3. The status of the whistleblower program described in K.C.C. chapter
431 3.42 from the preceding calendar year, including a summary of improper governmental
432 action and retaliation claims processed during the reporting period, case outcomes of all
433 claims investigated by the ombuds division, resource issues, any concerns raised by
434 whistleblowers about the process, and any recommendations for program improvements.
435 The ombuds division director is encouraged to seek feedback from participants in the
436 whistleblower process when preparing the report.

437 B. In addition to reports from the office of public complaints, the inspector
438 general division director of the office of public complaints shall report to the county
439 council annually. The director shall electronically file the report by July 1 of each year
440 with the clerk of the council, who shall retain an electronic copy and provide an
441 electronic copy to all councilmembers, the council chief of staff and the executive. The
442 inspector general division annual report shall provide an overview of activities performed
443 by the inspector general division during the prior calendar year, including, but not be
444 limited to:

445 1. An overview of inspections and investigations of suspected fraud, waste, and
446 abuse of county-administered moneys, including a summary of case outcomes; and

447 2. The status of the King County fraud, waste, and abuse central reporting
448 system established under section 19 of this ordinance, including any recommendations
449 for reporting system improvement provided by members of the public or county
450 employees.

451 SECTION 17. Ordinance 473, Section 16, as amended, and K.C.C. 2.52.160 are
452 hereby amended to read as follows:

453 If ~~((the))~~ a division director of the office of public complaints has reason to
454 believe that any public official, employee or other person has acted in a manner
455 warranting criminal or disciplinary proceedings, the division director shall refer the
456 matter to the appropriate authorities.

457 SECTION 18. Ordinance 473, Section 18, as amended, and K.C.C. 2.52.170 are
458 hereby amended to read as follows:

459 A. A person required by ~~((the))~~ a division director of the office of public
460 complaints to provide information shall be paid the same fees and allowances, in the
461 same manner and under the same conditions, as are extended to witnesses whose
462 attendance has been required in the courts of this state, excepting that city or county
463 employees who are receiving compensation for the time that they are witnesses shall not
464 be paid the set fees and allowances.

465 B. A person who, with or without service of compulsory process, provides oral or
466 documentary information requested by ~~((the))~~ a division director of the office of public

467 complaints shall be accorded the same privileges and immunities as are extended to
468 witnesses in the courts of this state.

469 C. Any witness in a proceeding before the ((~~ombuds~~)) office of public complaints
470 shall have the right to be represented by counsel.

471 D. If a person fails to obey a subpoena, or obeys a subpoena but refuses to testify
472 when requested concerning any matter under examination or investigation at the
473 hearing, the applicable division director of the office of public complaints may petition
474 the superior court of King County for enforcement of the subpoena. The petition shall be
475 accompanied by a copy of the subpoena and proof of service, shall set forth in what
476 specific manner the subpoena has not been complied with, and shall ask an order of the
477 court to compel the witness to appear and testify before the ((~~ombuds~~)) office of public
478 complaints. The court upon such petition shall enter an order directing the witness to
479 appear before the court at a time and place to be fixed in such order and then and there to
480 show cause why the witness has not responded to the subpoena or has refused to testify.
481 A copy of the order shall be served upon the witness. If it appears to the court that the
482 subpoena was properly issued and that the particular questions that the witness refuses to
483 answer are reasonable and relevant, the court shall enter an order that the witness appear
484 at the time and place fixed in the order and testify or produce the required papers and on
485 failing to obey the order the witness shall be dealt with as for a contempt of court.

486 NEW SECTION. SECTION 19. There is hereby added to K.C.C. chapter 2.52 a
487 new section to read as follows:

488 A. The King County fraud, waste, and abuse central reporting system, referred to
489 in this section as "the hotline," is hereby established. The purpose of the hotline is to

490 create a mechanism for county employees and the public to report suspected fraud, waste,
491 and abuse of county-administered moneys by the county and its officers, employees,
492 contractors and grantees.

493 B.1. The hotline shall be operated by the inspector general division of the office
494 of public complaints. In addition to reports made by telephone to the hotline, reports may
495 be made by other available methods, such as email or online submission form.

496 2. The inspector general division director of the office of public complaints shall
497 establish hotline operational guidelines, policies, and procedures, such as hotline hours of
498 operation, written procedures for logging reports received through the hotline and for
499 converting a report from the hotline into a written complaint. A copy of these guidelines,
500 policies, and procedures shall be made accessible to the public on the office's webpage.

501 3. The inspector general division director of the office of public complaints shall
502 prepare and publish a notice on the office's webpage that prominently displays the contact
503 information for the hotline and explains, at a minimum, the purpose of the hotline.

504 C. In accordance with K.C.C. 2.52.100 and K.C.C. 2.52.110, the inspector
505 general division director is empowered to investigate complaints of suspected waste, and
506 abuse of county-administered moneys received through the hotline.

507 D. The inspector shall explore the creation of a reward program for hotline
508 reporters if the information provided leads to a substantiated finding by the inspector
509 general division of fraud, waste, or abuse of county-administered moneys. The rewards
510 would be subject to available expenditure authority and the written guidelines, policies,
511 and procedures established under subsection B.2. of this section.

512 NEW SECTION. SECTION 20. There is hereby added to K.C.C. chapter 2.52 a
513 new section to read as follows:

514 To the extent allowed by law, investigations by the inspector general division of
515 the office of public complaints shall remain confidential unless either the complainant
516 waives confidentiality in writing or until the inspector general division director makes a
517 finding that fraud, waste, or abuse have occurred. If an investigation identifies an
518 occurrence of fraud, waste, or abuse, any resulting determination and recommendations
519 shall remain confidential until the investigation is complete. Additionally, if the
520 complainant chooses to anonymously contact or otherwise report to the office of public
521 complaints of suspected fraud, waste, or abuse of county-administered moneys, then to
522 the fullest extent permitted by law, the office of public complaints will honor that choice.

523 SECTION 21. Ordinance 12138, Section 22, as amended, and K.C.C. 2.93.020
524 are hereby amended to read as follows:

525 The manager is hereby authorized to take all actions necessary and appropriate to
526 implement the policies and provisions in this chapter, and to promulgate such rules,
527 regulations and guidelines as the manager deems necessary to carry out the purposes or
528 provisions of this chapter. In exercising this authority, the manager shall consult with the
529 inspector general division of the office of public complaints and shall develop rules,
530 regulations and guidelines, including provisions in solicitation documents, contracts, or
531 both, to ensure that the contracts listed in K.C.C 2.93.120 require the contractor to
532 cooperate with the inspector general division in any investigation under K.C.C. chapter
533 2.52 into allegations of waste, fraud, and abuse arising out of the contact. The rules,

534 regulations and guidelines shall be promulgated in compliance with K.C.C. chapter 2.98,
535 and as appropriate in county solicitation documents and contracts.

536 SECTION 22. Ordinance 12138, Section 6, as amended, and K.C.C. 2.93.030 are
537 hereby amended to read as follows:

538 The definitions in this section apply throughout this chapter unless the context
539 clearly requires otherwise.

540 A. "Abuse" means behavior that is deficient or improper compared with what a
541 prudent person would consider reasonable and necessary given the circumstances,
542 including payment of county-administered moneys that should not have been made, was
543 made in the incorrect amount, or made with insufficient documentation resulting in a
544 material breach of a contract.

545 B. "Bid" or "proposal" means an offer to provide tangible personal property,
546 services, technical or professional services, and public work in response to a solicitation
547 for bids or proposals issued by the county.

548 ~~((B.))~~ C. "Bidder~~((s))~~" or "proposer" means a person, firm, partnership, or
549 corporation that formally submits a bid, proposal or offer to provide tangible personal
550 property, services, professional or technical services and public work to the county in
551 response to a solicitation for bids or proposals or request for qualifications issued by the
552 county.

553 ~~((C.))~~ D. "Collusion" means a willful act to defraud others of their rights or to
554 obtain an unfair advantage in a public contracting process.

555 ~~((D.))~~ E. "Contract" means a mutually binding legal relationship ~~((or any~~
556 ~~modification thereof obligating))~~ that obligates a person, including a firm, corporation, or

557 partnership or other entity, to provide tangible personal property, services, professional,
558 or technical services or public work to the county, and that obligates the county to pay
559 ~~((there))~~for such.

560 ~~((E-))~~ F. "Day" means a calendar day.

561 ~~((F-))~~ G. "Fraud" means the wrongful or criminal deception or misrepresentation
562 intended to result in financial or personal gain. Fraud includes false representation of fact,
563 making false statements, or by concealment of information.

564 H. "Incremental project cost" means the additional cost, if any, in design,
565 procurement, construction and long-term maintenance, for achieving a reduction in
566 energy usage or greenhouse gas emissions greater than the reduction that would be
567 achieved under the applicable building code requirements.

568 ~~((G-))~~ I. "Manager" means the manager of the finance and business operations
569 division.

570 ~~((H-))~~ J. "Professional services" means those services provided by licensed or
571 certified individuals or consulting firms associated with either the development, design,
572 or construction, or any combination thereof, of a public works or real property project.

573 ~~((I-))~~ K. "Public work" means all work, construction, alteration, enlargement,
574 repair, demolition or improvement, other than ordinary maintenance, executed at the cost
575 of the county or that is by law a lien or charge on any property therein.

576 ~~((J-))~~ L. "Sealed bid" means a method for submitting a bid to provide or perform
577 work on a contract. In general, each interested party submits a bid in a sealed envelope
578 or electronically as specified, and all of the bids are opened at the same time.

579 (~~(K-)~~) M. "Services," except for professional services or technical services,
580 means the furnishing of labor, time or effort by a contractor, not involving the delivery of
581 tangible personal property, such as reports that are merely incidental to the required
582 performance.

583 (~~(L-)~~) N. "Tangible personal property" means equipment, supplies, materials, and
584 goods, and includes intangible personal property that is movable, subject to ownership,
585 and has exchange value.

586 (~~(M-)~~) O. "Technical services" means those services provided by independent
587 contractors within the scope of accounting, law, financial or administrative studies,
588 studies of a technical nature, management advisory services, and special project
589 management, for a defined time or result or other practice that requires either specialized
590 knowledge, advanced education or licensing, or certification, or any combination thereof,
591 and where the primary service provided is intellectual involving the consistent exercise of
592 judgment and discretion or the provision of specialized skills.

593 (~~(N-)~~) P. "Waiver" means a process whereby the procurement and contract
594 services section may procure without formal solicitation procedures because of the
595 uniqueness of circumstances related to that procurement action.

596 Q. "Waste" means thoughtless or careless expenditure, mismanagement, or abuse
597 of resources to the detriment, or potential detriment of the county. Waste also includes
598 incurring unnecessary costs resulting from inefficient or ineffective practices, systems, or
599 controls.

600 SECTION 23. Ordinance 12138, Section 13, as amended, and K.C.C. 2.93.130
601 are hereby amended to read as follows:

602 Regardless of whether bids or proposals have been solicited by the county for the
603 purchase of tangible personal property or the performance of a service or services, the
604 manager shall report to the executive any suspected collusion. The executive may order
605 the suspected collusion to be reported to the appropriate authorities, including the office
606 of public complaints. If the suspected collusion appears to violate federal antitrust laws,
607 then the executive may order the suspected collusion reported to the appropriate federal
608 authorities charged with enforcement.

609 SECTION 24. Ordinance 12138, Section 18, as amended, and K.C.C. 2.93.170
610 are hereby amended to read as follows:

611 The executive shall comply with the following procedures in contract debarment
612 and suspension actions:

613 A. After reasonable notice to the person involved and reasonable opportunity for
614 that person to be heard, the executive shall have authority to debar a person, firm, or
615 other legal entity for cause from consideration for award of contracts with the county.

616 The debarment shall be for not more than two years;

617 B. The executive shall have the authority to suspend a person, firm, or other legal
618 entity from consideration for award of contracts if there is probable cause for debarment.

619 The suspension shall be for not more than six months;

620 C. The authority to debar or suspend shall be exercised by procedures established
621 by the executive in accordance with this chapter;

622 D. The executive shall suspend or debar a person, firm, or other legal entity for:

623 1. Conviction within the five years preceding commencement of the debarment
624 or suspension for commission of a criminal offense as an incident to obtaining or

625 attempting to obtain a public or private contract or subcontract, or in the performance of
626 the contract or subcontract;

627 2. Conviction within the five years preceding commencement of the debarment
628 or suspension under state or federal statutes of embezzlement, theft, forgery, bribery,
629 falsification or destruction of records, receiving stolen property, or any other offense
630 indicating a lack of business integrity or business honesty that currently, seriously, and
631 directly affects responsibility as a contractor to the county;

632 3. Conviction within the five years preceding commencement of the debarment
633 or suspension under state or federal antitrust statutes arising out of the submission of bids
634 or proposals; or

635 4. Violation of state wage payment laws, including:

636 a. willful violation of a wage payment requirement, as defined in RCW
637 49.48.082, where the citation and notice of assessment for the violation was issued within
638 the five years preceding commencement of the debarment or suspension; or

639 b. civil judgments entered by a court against the person, firm or other legal
640 entity for violations of wage payment requirements under state law within the five years
641 preceding commencement of the debarment or suspension;

642 E. The executive should suspend or debar a person, firm or other legal entity for:

643 1. Violation of ethical standards set forth in contracts with the county;

644 2. Violation of contract provisions, such as the following, of a character that is
645 regarded by the executive to be so serious as to justify debarment action:

646 a. deliberate failure without good cause to perform in accordance with the
647 specifications or within the time limit provided in the contract;

648 b. substantial failure to comply with commitments to and contractual
649 requirements for participation by minority and women's business enterprises and equal
650 employment opportunity; ((~~or~~))

651 c. a finding of fraud, waste, or abuse of county-administered moneys; or

652 d. a recent record of failure to perform or of unsatisfactory performance in
653 accordance with the terms of one or more contracts, though failure to perform or
654 unsatisfactory performance caused by acts beyond the control of the contractor shall not
655 be considered to be a basis for debarment; or

656 3. Any other cause that the executive determines to be so serious and
657 compelling as to affect responsibility as a contractor to the county, including debarment
658 by another governmental entity for any cause similar to those in this subsection E;

659 F. The executive shall issue a written decision stating the reasons for the
660 debarment or suspension. The decision shall be promptly mailed or otherwise furnished
661 to the debarred or suspended person and any other party intervening;

662 G. The executive's decision of debarment or suspension, unless fraudulent, shall
663 constitute the final and conclusive decision on behalf of the county. After a final decision
664 has been made, the executive shall submit a report to the council giving the name of the
665 person, firm or other legal entity suspended or debarred and the reason or reasons for the
666 suspension or debarment. The report shall be filed in the form of a paper original and an
667 electronic copy with the clerk of the council, who shall forward an electronic copy to
668 each councilmember; and

669 H. Notwithstanding subsection D. or E. of this section, the executive has the
670 authority to not suspend or debar a person, firm or legal entity if the executive determines

671 significant harm would accrue to the county by suspension or debarment of the person,
672 firm or other legal entity or that mitigating circumstances do not warrant debarment or
673 suspension, and notifies the council within thirty days of the executive's determination.

674 NEW SECTION. SECTION 25. There is hereby added to K.C.C. chapter 2.93 a
675 new section to read as follows:

676 The auditor and the office of public complaints shall, upon request, have access to
677 contracts entered into by the county. Contracts shall include language requiring
678 contractors be subject to inspection, investigation, and audit upon notification by the
679 auditor or respective division director of the office of public complaints or other
680 applicable county employee for compliance with the terms of the contract.

681 SECTION 26. Ordinance 9704, Section 1, as amended, and K.C.C. 3.04.015 are
682 hereby amended to read as follows:

683 A. It is the policy of King County that the private conduct and financial dealings
684 of public officials and employees and of candidates for public office shall present no
685 actual or apparent conflict of interest between the public trust and private interest.

686 B. Public confidence in government is essential and must be sustained by
687 establishing and enforcing rules to ensure the impartiality and honesty of officials and
688 employees in all public transactions and decisions. Each affected agency of county
689 government should inform its employees of the provisions of this chapter and strive to
690 effectively enforce its requirements by seeking appropriate assistance from the
691 ((ombuds)) office of public complaints, the board of ethics and the prosecuting attorney
692 when considering and acting upon allegations of misconduct.

693 C. Former county employees should engage in transactions with the county
694 consistent with the highest level of ethical conduct. It is essential that former county
695 employees and the county maintain public confidence and ensure fair dealings with all
696 persons by the county. A former county employee should not act, or appear to act, in
697 such a manner as to take improper advantage of the former county employee's previous
698 office or position with the county. A former county employee should not request or
699 otherwise seek special consideration, treatment, or advantage beyond that which is
700 available to every other person. A former county employee should avoid circumstances
701 in which it appears, or to a reasonable person might appear, that the former county
702 employee is requesting or otherwise seeking special consideration, treatment, or
703 advantage.

704 SECTION 27. Ordinance 12014, Section 3, as amended, and K.C.C. 3.04.030 are
705 hereby amended to read as follows:

706 A. No county employee shall engage in any act that is in conflict with the
707 performance of official duties.

708 B. A county employee shall be deemed to have a conflict of interest if the
709 employee directly or indirectly:

710 1. Receives or has any financial interest in any purchase, sale, or lease to or by
711 the county of any service or property when the financial interest was received or obtained
712 with the prior knowledge that the county intended to purchase, sell, or lease such property
713 or service;

714 2. Is beneficially interested or has a substantial financial interest in, or accepts
715 any compensation, gift or thing of value from any other person beneficially interested in,

716 any contract, sale, lease, option, or purchase that may be made by, through, or under the
717 supervision of the employee, in whole or in part;

718 3. Accepts or seeks for others, any employment, travel expense, service,
719 information, compensation, gift, or thing of value on more favorable terms than those
720 granted to other county employees or the public generally, from any person doing
721 business, or seeking to do business, with the county for which the employee has
722 responsibility or with regard to which the employee may participate, ~~((provided that))~~
723 but this subsection B.3. shall not apply to the receipt by elected officials, or by employees
724 who are supervised directly by an elected official, of meals, refreshments or
725 transportation within the boundaries of the county when given in connection with
726 meetings with constituents or meetings that are informational or ceremonial in nature;

727 4. Accepts, any favor, loan, retainer, entertainment, travel expense,
728 compensation, gift, or other thing of value from any person doing business or seeking to
729 do business with the county when such an acceptance may conflict with the performance
730 of the employee's official duties. A conflict shall be deemed to exist where a reasonable
731 and prudent individual would believe that it was given for the purpose of obtaining
732 special consideration or to influence county action. The financing of county election
733 campaigns shall continue to be governed by chapter 42.17A RCW and the provisions of
734 the charter and ordinances implementing it;

735 5. Participates in, influences, or attempts to influence, the selection of, or the
736 conduct of business or a transaction with a person doing or seeking to do business with
737 the county if the employee has a substantial financial interest in or with ~~((said))~~ the
738 person;

739 6. Discusses or accepts an offer of future employment with any person doing or
740 seeking to do business with the county if either:

741 a. the employee knows or has reason to believe that the offer of employment
742 was or is intended, in whole or in part, as compensation or reward for the performance or
743 nonperformance of a duty by the employee during the course of county employment or to
744 influence county action pertaining to the business; or

745 b. the employee has responsibility for a matter upon which the person is doing
746 or seeking to do business with the county, unless the employee has given notice in
747 accordance with K.C.C. 3.04.037 and a method of providing for an alternative decision
748 maker for the matter has been designated by the employee's appointing authority in a
749 memorandum filed with the board of ethics, a copy of which is maintained by the
750 appointing authority;

751 7. Within one year of entering county employment:

752 a. participates in a county action benefiting a person that formerly employed
753 the employee, except that participation may be authorized in a memorandum by the
754 appointing authority following written disclosure by the affected employee and the
755 authorization shall be filed with the board of ethics and a copy maintained by the
756 appointing authority; or

757 b. awards a county contract benefiting a person that formerly employed the
758 employee;

759 8. Is an employee, agent, officer, partner, director, or consultant, of any person
760 doing or seeking to do business with the county, unless such relationship has been
761 disclosed as provided by this chapter;

762 9. Engages in or accepts compensation, employment or renders services for any
763 person or a governmental entity other than the county when such employment or service
764 is incompatible with the proper discharge of official duties or would impair independence
765 of judgment or action in the performance of official duties;

766 10. Enters into a business relationship outside county government:

767 a. with any other employee for whom the employee has any supervisory
768 responsibility; or

769 b. with any person with regard to a matter for which the employee has
770 responsibility as a county employee;

771 11. Possesses a substantial financial interest in any person which does or seeks
772 to do business with the county, without disclosing such interest as provided by this
773 chapter;

774 12. As an appointive member of a board or commission, has a close relative
775 serving on the same board or commission; or

776 13. Acts as an accomplice in any act by an immediate family member which, if
777 the act were performed by the employee, would be prohibited by this subsection.

778 However, it shall not be a conflict of interest for the family member to enter into a bona
779 fide contract of employment that is not intended to influence the action of the county
780 employee.

781 C.1. The following employees must obtain the prior written consent of their
782 highest ranking supervisor authorizing new or continued employment outside King
783 County government, or authorizing the acceptance of any compensation or anything of
784 value for services performed outside King County government:

- 785 a. the county administrative officer, the chief officer of each executive
786 department or administrative office as defined by the charter, the manager of each
787 division of the department or office, and all individuals who report directly to them;
- 788 b. all nonelected council employees, except that the personal staff of each
789 individual councilmember shall obtain the consent from the councilmember;
- 790 c. all nonelected employees of the prosecuting attorney;
- 791 d. all nonelected employees of the department of judicial administration;
- 792 e. all nonelected employees of the department of assessments; and
- 793 f. the chief economist of the office of economic and financial analysis.
- 794 2. If the employment or service is deemed by the highest-ranking supervisor to
795 pose a conflict of interest, the employee immediately shall divest the employment and
796 failure to do so shall be grounds for dismissal.

797 D. A county employee shall be deemed to have a conflict of interest if the
798 employee appears on behalf of a person before any regulatory governmental agency, or
799 represents a person in any action or proceeding against the interest of the county in any
800 litigation to which the county is a party, unless the employee has a personal interest in the
801 litigation and this personal interest has been disclosed to the regulatory governmental
802 agency or adjudicating individual or body. A county councilmember may appear before
803 regulatory governmental agencies on behalf of constituents in the course of the
804 councilmember's duties as a representative of the electorate or in the performance of
805 public or civic obligations; however, no official or employee shall accept a retainer or
806 compensation, or any gift or thing of value that is contingent upon a specific action by a
807 county agency.

808 E.1. A county councilmember shall be deemed to have a conflict of interest if the
809 councilmember, directly or indirectly, has a substantial financial or other private interest
810 in any legislation or other matter coming before the council, and fails to disclose the
811 interest on the records of the county council. This subsection shall not apply if the
812 county councilmember is excused from voting by stating the nature and extent of such an
813 interest.

814 2. Any other employee who is not a county councilmember, who, directly or
815 indirectly, has a substantial financial or other private interest in, and who participates in,
816 an action or proposed action of the county council and fails to disclose on the records of
817 the county council the nature and extent of the interest, shall be deemed in violation of
818 this chapter.

819 F.1. A county employee shall be deemed to have a conflict of interest if the
820 employee, directly or indirectly, has an interest in any property being considered for
821 revaluation by the county board of appeals and equalization or has a personal interest or
822 connection with another person's petition for revaluation while the employee is:

- 823 a. an elected county official;
- 824 b. the executive's administrative assistant or office manager;
- 825 c. a county councilmember's executive secretary;
- 826 d. the county administrative officer, the county administrative officer's
827 administrative assistants, or the county administrative officer's confidential secretary;
- 828 e. the chief officer of an executive department, the chief officer's
829 administrative assistant, or the chief officer's confidential secretary;

830 f. the chief officer of an administrative office, the chief officer's administrative
831 assistants, or the chief officer's confidential secretary;

832 g. the council administrator, the council administrator's administrative
833 assistant, or the council administrator's secretary;

834 h. an employee of the ((ombuds or the ombuds's staff)) office of public
835 complaints;

836 i. an employee of the department of assessments;

837 j. an employee assigned to either the board of equalization or the board of
838 appeals, or both;

839 k. any other county employee who has direct contact with the board of appeals
840 and equalization in the carrying out of the employee's duties;

841 l. a member of either the county board of appeals or the board of equalization,
842 or both; or

843 m. The clerk of the council or the clerk's secretary.

844 2. All individuals listed in this subsection who wish to appeal to the county
845 board of equalization on a matter of property revaluation shall be governed by the
846 procedure in K.C.C. 3.04.040.

847 SECTION 28. Ordinance 9704, Section 9, as amended, and K.C.C. 3.04.055 are
848 hereby amended to read as follows:

849 A. It shall be the responsibility of the ((ombuds)) office of public complaints to
850 investigate and report apparent criminal violations of this chapter to the appropriate law
851 enforcement authorities and to enforce this chapter according to the powers granted in
852 this chapter. The ((ombuds)) office of public complaints is expressly authorized to serve

853 as an enforcement officer for this chapter and to impose the civil penalties authorized in
854 K.C.C. 3.04.060.

855 B.1. Complaints alleging a violation of this chapter shall be filed with the
856 ~~((ombuds))~~ office of public complaints. If the complaint alleges fraud, waste, or abuse
857 involving county-administered moneys as the basis of the violation of this chapter, then
858 the complaint shall be investigated by the inspector general division. All other
859 complaints shall be investigated under this chapter by the ombuds division. For purposes
860 of this subsection B. and subsections C. through I. of this section, "the office of public
861 complaints" means the respective division conducting the investigation under this section.

862 2. The complaint shall describe the basis for the complainant's belief that this
863 chapter has been violated. Any such a complaint shall be in writing, signed by the
864 complainant with location of signing, dated, and declared to be true and correct to the
865 best of the complainant's knowledge under penalty of perjury of the laws of the state of
866 Washington. The complainant may state in writing whether the complainant wishes the
867 complainant's name not to be disclosed in accordance with RCW 42.56.240(2).

868 3. Any complaint filed under this chapter must be filed within five years from
869 the date of the violation. However, if it is shown that the violation was not discovered
870 because of concealment by the person charged, then the complaint must be filed within
871 two years from the date the violation was discovered or reasonably should have been
872 discovered.

873 C. Upon receipt of a complaint meeting the requirements of subsection B. of this
874 section, and upon a determination that the alleged conduct could constitute a violation of
875 this chapter, the ~~((ombuds))~~ office of public complaints shall cause to be served or

876 mailed, by certified mail, return receipt requested, a copy of the complaint to the person
877 alleged to have violated this chapter within twenty days after the filing of the complaint,
878 and shall promptly make an investigation thereof. If the ((ombuds)) office of public
879 complaints determines that the complaint does not meet the requirements of subsection B.
880 or C. of this section, the ((ombuds)) office of public complaints shall inform the
881 complainant in writing of that determination and the reason.

882 D. An investigation by the ((ombuds)) office of public complaints of a complaint
883 under this chapter shall be directed to ascertain the facts concerning the alleged violation
884 or violations of this chapter and shall be conducted in an objective and impartial manner.
885 In furtherance of the investigation of the complaint, the ((ombuds)) office of public
886 complaints is authorized to use the subpoena power to compel sworn testimony from any
887 person, and to require the production of any records relevant or material to the
888 investigation except information that is legally privileged or otherwise required by law
889 not to be disclosed.

890 E. During the investigation, the ((ombuds)) office of public complaints shall
891 consider any statement of position or evidence with respect to the allegations of the
892 complaint that the complainant or respondent wishes to submit.

893 F. The results of the investigation shall be reduced to written findings of fact and
894 the finding shall be made that there either is or is not reasonable cause for believing that
895 the respondent has violated this chapter.

896 G. If a finding is made that there is no reasonable cause, the finding shall be
897 served or mailed, by certified mail, return receipt requested, to the complainant and the
898 respondent, and a copy shall be provided to the board of ethics.

899 H.1.a. If the finding is made that reasonable cause exists to believe that the
900 respondent has violated this chapter, the ((ombuds)) office of public complaints shall
901 prepare an order to that effect, a copy of which shall be served or mailed, by certified
902 mail, return receipt requested, to the respondent, and the original thereof filed with the
903 board of ethics. The ((ombuds)) office of public complaints shall provide a copy of the
904 order to the prosecuting attorney's office. Such a reasonable cause order shall include:

- 905 (1) a finding that one or more violations of the chapter has occurred;
- 906 (2) the factual basis for the finding;
- 907 (3) any civil penalties; and
- 908 (4) a notice informing the respondent that the respondent has the right to
909 request a hearing before the board of ethics as set forth in K.C.C. 3.04.057.

910 b. A reasonable cause order may also include any recommendations for
911 disciplinary action to the respondent's appointing authority.

912 2. In determining civil penalties, the ((ombuds)) office of public complaints may
913 consider any notification made by the employee under K.C.C. 3.04.037 as a mitigating
914 factor.

915 3. If the respondent does not request an appeal hearing in a timely manner under
916 K.C.C. 3.04.057, the ((ombuds)) office of public complaints shall provide a copy of the
917 reasonable cause order to the complainant and the respondent's appointing authority.

918 I.1. At any stage in the investigation, the respondent may agree to an early
919 resolution agreement in lieu of a finding of reasonable cause by the ((ombuds)) office of
920 public complaints.

921 2. An early resolution agreement may not be appealed.

922 3. The agreement shall be in writing and signed by the ((~~ombuds~~)) office of
923 public complaints and the respondent.

924 4. The respondent shall acknowledge in the agreement that an ethical violation
925 has occurred and that the agreement may not be appealed. The respondent may include a
926 statement explaining circumstances surrounding the ethical violation.

927 5. The agreement shall identify the violations of the chapter that occurred, the
928 factual basis for the violation, and any civil penalties, and may include any
929 recommendations for disciplinary action to the respondent's appointing authority.

930 6. The agreement shall detail appropriate reporting and compliance
931 requirements that shall be monitored by and reported to the ((~~ombuds~~)) office of public
932 complaints. It shall also include a timeline for such reporting and compliance
933 requirements.

934 7. The agreement shall state that the signed agreement is not effective unless
935 approved by the board of ethics and that the board may require the respondent to attend a
936 board hearing at which the respondent shall be required to respond to inquiries from the
937 board regarding the agreement and the circumstances giving rise to the agreement.

938 8.a. The early resolution agreement is not effective unless approved by the
939 board of ethics.

940 b. Within seven days of the ((~~ombuds~~)) office of public complaints and
941 respondent signing the agreement, the ((~~ombuds~~)) office of public complaints shall file
942 with the board the signed agreement and a report of all material facts the ((~~ombuds~~))
943 office of public complaints considered material in reaching their decision to enter the
944 early resolution agreement.

945 c. Upon an individual member of the board's request to the ((~~ombuds~~)) office
946 of public complaints, the member shall have the ability to review either the complete
947 ((~~ombuds~~)) office of public complaints investigative file or those documents supporting
948 the specific material facts considered by the ((~~ombuds~~)) office of public complaints, or
949 both.

950 d. Before taking action on the agreement, and unless otherwise by action of the
951 board, the board shall require either the respondent or the ((~~ombuds~~)) office of public
952 complaints, or both, to attend a hearing to respond to inquiries regarding the agreement
953 and circumstances giving rise to the agreement. The hearing shall be conducted within a
954 reasonable time after the board receives the signed agreement and related materials.
955 Written notice of the time and place of the hearing shall be given to the respondent and
956 ((~~ombuds~~)) to the office of public complaints at least ten days prior to the hearing date.

957 e. After a sufficient period for the board to consider the agreement, but no later
958 than ninety days after the board receives the signed agreement and related materials, the
959 board shall take one of the following actions:

960 (1) approve the agreement. The board shall send a copy of the approved early
961 resolution agreement to the ((~~ombuds~~)) office of public complaints, who shall forward a
962 copy to the respondent, the respondent's appointing authority, to the prosecuting
963 attorney's office, and to the complainant;

964 (2) reject the agreement. If the early resolution agreement is rejected by the
965 board, the ((~~ombuds~~)) office of public complaints shall complete the investigation in
966 accordance with the provisions of this chapter; or

967 (3) refer the agreement back to the ((~~ombuds~~)) office of public complaints.

968 The board may direct that the agreement be revised and refer the agreement back to the
969 ((~~ombuds~~)) office of public complaints. The board should identify the revisions to be
970 made to the agreement before the board will consider approving the agreement. In the
971 event either the ((~~ombuds~~)) office of public complaints or respondent choose not to
972 amend the agreement, the ((~~ombuds~~)) office of public complaints shall complete the
973 investigation in accordance with the provisions of this chapter. Any revised agreement
974 must be resubmitted to the board for action in accordance with this subsection I.8.

975 f. After taking final action on an agreement, the board may choose to advise
976 the ((~~ombuds~~)) office of public complaints in writing of its determination that
977 administrative acts by an administrative agency contributed to the respondent's violation
978 of this chapter and request the ((~~ombuds~~)) office of public complaints to consider
979 exercising its authority under K.C.C. 2.52.090 to investigate such administrative acts by
980 the administrative agency. The board may also choose to report its determination that
981 improper governmental actions contributed to the respondent's violation of this chapter
982 and request the appropriate investigating official, under K.C.C. 3.42.030.D., who is not
983 the ((~~ombuds~~)) office of public complaints exercise its authority under K.C.C. 3.42.055 to
984 investigate the report.

985 g. If the board fails to take action as set forth in this subsection I.8., the early
986 resolution agreement shall be effective.

987 9. The ((~~ombuds~~)) office of public complaints shall monitor the respondent's
988 compliance to the early resolution agreement and the appointing authority's action in
989 response to any disciplinary recommendations in the agreement. The ((~~ombuds~~)) office

990 of public complaints shall submit a report to the board of ethics within thirty days after
991 the reporting and compliance deadline set forth in the agreement that details the
992 respondent's compliance to the agreement and the appointing authority's response to
993 disciplinary recommendations.

994 SECTION 29. Ordinance 9704, Section 10, as amended, and K.C.C. 3.04.057 are
995 hereby amended to read as follows:

996 A. Any respondent who disagrees with an order of reasonable cause (~~(of the~~
997 ~~ombuds))~~ issued by a division within the office of public complaints may file a written
998 request, within twenty days of the service of the order upon the respondent or delivery of
999 the order by certified mail, for an appeal hearing before the board of ethics. The request
1000 shall be filed with the board of ethics, with a copy provided to the (~~(ombuds))~~ division of
1001 the office of public complaints that issued the order. The request shall cite the order
1002 appealed from and specify with particularity the findings being contested.

1003 B. Any order of reasonable cause issued by (~~(the ombuds))~~ a division within the
1004 office of public complaints pursuant to K.C.C. 3.04.055 shall become final twenty days
1005 after service of the order or delivery of the order by certified mail, unless a timely written
1006 request for an appeal hearing is filed as set forth (~~(above))~~ in subsection A. of this
1007 section.

1008 C. If an order of reasonable cause has been timely appealed, a hearing shall be
1009 conducted by the board of ethics for the purpose of affirming, reversing or modifying the
1010 order. The parties to the hearing shall be the respondent and the (~~(ombuds or designee))~~
1011 division within the office of public complaints that issued the order of reasonable cause.
1012 There shall be a verbatim record kept of the hearing and the board of ethics shall have the

1013 power to administer oaths and affirmations, issue subpoenas and compel attendance, take
1014 evidence and require the production of any books, papers, correspondence, memoranda or
1015 other records relevant or material to the hearing. The burden of proving that a violation
1016 occurred shall at all times be upon the ~~((ombuds))~~ division. The board of ethics's
1017 decision shall be based upon a preponderance of the evidence. Such a hearing shall be
1018 conducted within a reasonable time after receipt of the request for appeal. Written notice
1019 of the time and place of the hearing shall be given to the parties at least ten days prior to
1020 the hearing date.

1021 D. At the hearing, each party shall have the following rights:

1022 1. To call and examine witnesses on any matter relevant to the issues raised by
1023 the order of ~~((the ombuds or designee))~~ reasonable cause;

1024 2. To introduce documentary and physical evidence;

1025 3. To cross-examine opposing witnesses on any relevant matter;

1026 4. To impeach any witness regardless of which party first called the witness to
1027 testify;

1028 5. To rebut evidence against the party; and

1029 6. To self-represent or to be represented by anyone of the party's choice who is
1030 lawfully permitted to do so.

1031 E. Following review of the evidence submitted, the board shall within a
1032 reasonable time enter written findings and conclusions and shall affirm or modify the
1033 order previously issued if the board finds that one or more violations of this chapter
1034 ~~((has))~~ have occurred. The board shall reverse the order if it finds no violations of this
1035 chapter have occurred. A copy of the board's decision shall be served or mailed, by

1036 certified mail, return receipt requested, to the respondent, and the original thereof
1037 retained by the board. The board shall provide a copy of its decision to the ((ombuds))
1038 respective division within the office of public complaints, the respondent's appointing
1039 authority, the prosecuting attorney's office and the complainant.

1040 SECTION 30. Ordinance 1321, Section 4, as amended, and K.C.C. 3.04.100 are
1041 hereby amended to read as follows:

1042 In addition to its other authorities set forth in this chapter, whenever requested by
1043 a county officer or employee, or whenever it deems it in the public interest, the board of
1044 ethics shall render advisory opinions, in writing, concerning questions of ethics, conflicts
1045 of interest, and the applicability of the code of ethics. Copies of the opinion shall be
1046 delivered to any officer or employee requesting the opinion, the ((ombuds)) office of
1047 public complaints, the county executive, and all members of the King County council.

1048 SECTION 31. Ordinance 9704, Section 13, as amended, and K.C.C. 3.04.130 are
1049 hereby amended to read as follows:

1050 The ((ombuds)) office of public complaints and the board of ethics are each
1051 authorized to implement such forms, administrative processes, and operational
1052 procedures as are necessary to comply with the provisions of this chapter. Any rules
1053 governing the conduct of contested hearings shall be promulgated in compliance with
1054 K.C.C. chapter 2.98, Rules of County Agencies.

1055 The executive is directed to prepare, with the assistance of council staff, the office
1056 of the prosecuting attorney, the ((ombuds)) office of public complaints and the board of
1057 ethics, information regarding the provisions of this chapter to be made available to
1058 employees and members of boards and commissions. The availability of these materials

1059 and of copies of this chapter shall be described in a summary form, which shall be
1060 distributed to all new county employees, who shall sign and return the form within two
1061 weeks of commencing work for King County or at the new employee orientation,
1062 whichever is sooner. A summary of the ethics code shall also be distributed to all county
1063 employees at least once every two years, and any time there are material changes to this
1064 chapter.

1065 SECTION 32. Ordinance 11687, Section 2, as amended, and K.C.C. 3.42.020 are
1066 hereby amended to read as follows:

1067 The definitions in this section apply throughout this chapter unless the context
1068 clearly requires otherwise.

1069 A. "Appropriate investigating official" means an investigating official acting
1070 within the investigating official's respective jurisdiction as identified in K.C.C.
1071 3.42.030.D. or any assistant or representative authorized to receive documents on the
1072 investigating official's behalf, except that for the department of public safety, the only
1073 appropriate investigating official shall be the internal investigations unit or any assistant
1074 or representative authorized to receive documents on its behalf.

1075 B. "Employee" or "county employee" means any individual who is appointed as
1076 an employee by the appointing authority of a county agency, office, department, council,
1077 board, commission or other separate unit or division of county government, however
1078 designated. ~~((The term))~~ ~~((e))~~ "Employee" or "county employee" also includes county
1079 elected officials and members of county boards, commissions, committees, or other
1080 multimember bodies.

1081 C. "Good faith" means the individual providing the information or report of
1082 improper governmental action has a reasonable basis in fact for reporting or providing the
1083 information. An individual who knowingly provides or reports, or who reasonably ought
1084 to know that the information or report is malicious, false or frivolous, or information that
1085 is provided with reckless disregard for the truth, is not acting in good faith.

1086 D. "Gross mismanagement" means the exercise of management responsibilities
1087 in a manner grossly deviating from the standard of care or competence that a reasonable
1088 person would observe in the same situation.

1089 E. (~~"Gross waste of public funds" means to spend or use public funds or to allow~~
1090 ~~public funds to be used without valuable result in a manner grossly deviating from the~~
1091 ~~standard of care or competence that a reasonable person would observe in the same~~
1092 ~~situation.~~)

1093 F.)1. "Improper governmental action" means any action by a county officer or
1094 employee that is undertaken in the performance of the officer's or employee's official
1095 duties, whether or not the action is within the scope of employment, and:

- 1096 a. violates any state or federal law or rule or county ordinance or rule;
- 1097 b. constitutes an abuse of authority;
- 1098 c. is gross mismanagement;
- 1099 d. creates a substantial and specific danger to the public health or safety;
- 1100 e. results in a ((gross)) waste of public ((funds)) moneys;
- 1101 f. results in abuse of public moneys;
- 1102 g. results in fraud; or

1103 (~~(f)~~) h. prevents the dissemination of scientific opinion or alters technical
1104 findings without scientifically valid justification, unless disclosure is legally prohibited.
1105 This subsection (~~(G-)~~)E.1.(~~(f)~~) h. is not meant to preclude the discretion of agency
1106 management to adopt a particular scientific opinion or technical finding from among
1107 differing opinions or technical findings to the exclusion of other scientific opinions or
1108 technical findings.

1109 2. "Improper governmental action" does not include violations of
1110 antidiscrimination laws, violations of collective bargaining or civil service laws, or
1111 alleged violations of agreements with labor organizations under collective bargaining. A
1112 properly authorized county program or activity does not become an "improper
1113 governmental action" because an employee or investigating official dissents from the
1114 county policy or considers the expenditures unwise.

1115 (~~(G-)~~) F. "Investigating official" means any individual to whom a report may be
1116 made pursuant to K.C.C. 3.42.030.D. or any assistant or representative authorized to
1117 receive documents on the investigating official's behalf.

1118 (~~(H-)~~) G. "Retaliate," "retaliation" and "retaliatory action," means to make any
1119 unwarranted adverse change in an employee's employment status or the terms and
1120 conditions of employment including, but not limited to:

- 1121 1. Denial of adequate staff to perform duties;
- 1122 2. Frequent staff changes;
- 1123 3. Frequent and undesirable office changes;
- 1124 4. Refusal to assign meaningful work;

- 1125 5. Unwarranted and unsubstantiated letters of reprimand or unsatisfactory
1126 performance evaluations;
- 1127 6. Demotion;
- 1128 7. Reduction in pay;
- 1129 8. Denial of promotion;
- 1130 9. Denial of training or benefits;
- 1131 10. Transfer or reassignment;
- 1132 11. Suspension or dismissal;
- 1133 12. Other unwarranted disciplinary action;
- 1134 13. A supervisor or senior manager or official behaving in or encouraging
1135 coworkers to behave in a hostile manner toward the employee, or failing to take
1136 appropriate action to prevent coworkers from behaving in a hostile manner toward the
1137 employee.

1138 ~~((H))~~ H. "Substantial and specific danger" means a risk of serious injury, illness,
1139 peril, or loss, to which the exposure of the public is a gross deviation from the standard of
1140 care or competence which a reasonable person would observe in the same situation.

1141 I. "Waste" means the thoughtless or careless expenditure, mismanagement, or
1142 abuse of resources to the detriment, or potential detriment of the county. Waste also
1143 includes incurring unnecessary costs resulting from inefficient or ineffective practices,
1144 systems, or controls.

1145 J. "Written report of improper governmental action" means any writing that
1146 alleges that an improper governmental action has occurred and describes the basis for that
1147 belief.

1148 SECTION 33. Ordinance 11687, Section 4, as amended, and K.C.C. 3.42.030 are
1149 hereby amended to read as follows:

1150 A. Every county employee shall have the right to report, in good faith in
1151 accordance with Ordinance 11687, information concerning an improper governmental
1152 action.

1153 B. In reporting improper governmental action, the employee is encouraged, but
1154 not required, to make a written report first to any investigating official as defined by
1155 K.C.C. 3.42.020.G; the employee is encouraged to consult with the office of ~~((the))~~
1156 ~~((ombuds))~~ public complaints in order to determine to whom a written report should be
1157 made.

1158 C.1. This section does not authorize a county employee to report information that
1159 is subject to an applicable privilege against disclosure at law (e.g., RCW 5.60.060
1160 privileged communications) unless waived, or to make disclosure where prohibited at
1161 law.

1162 2. An employee making a written report under this subsection is encouraged to
1163 wait at least thirty days from receipt of the written report by the investigating official
1164 before reporting the improper governmental action to a person who is not an investigating
1165 official. However, reporting to a person who is not an investigating official before this
1166 thirty-day period will not result in the loss of the protections in this chapter.

1167 3. An employee's reporting of the employee's own improper action does not
1168 grant the employee immunity from discipline or termination insofar as the employee's
1169 improper action would be cause for discipline.

1170 D. For purposes of this chapter, the person to whom a written report should be
1171 made is as follows:

1172 1. Reporting sexual harassment to the employee's supervisor, department head
1173 or other government official as set out in the county's adopted procedure for reporting
1174 sexual harassment complaints;

1175 2. Reporting violations of the fair employment practices ordinance, which is
1176 K.C.C. chapter 12.18, to the executive or the executive's designee;

1177 3. Reporting police misconduct to the department of public safety's internal
1178 investigation unit or to the office of law enforcement oversight;

1179 4. Reporting violations of the Code of Judicial Conduct to the Washington state
1180 Commission on Judicial Conduct;

1181 5. Reporting improper governmental action occurring within the district court to
1182 the presiding judge of the district court;

1183 6. Reporting improper governmental action occurring within the legislative
1184 branch to the chair of the council or to the prosecutor;

1185 7. Reporting improper governmental action occurring within the executive
1186 branch to the executive or to the department director of the executive agency in which the
1187 alleged improper governmental action occurred or to the ((~~ombuds~~)) office of public
1188 complaints;

1189 8. Reporting improper governmental action occurring within the department of
1190 judicial administration to the director/clerk of the superior court or to the ((~~ombuds~~))
1191 office of public complaints;

- 1192 9. Reporting improper governmental action occurring within the department of
1193 assessments to the assessor or to the ((~~ombuds~~)) office of public complaints;
- 1194 10. Reporting improper governmental action occurring within the department of
1195 elections to the director of elections or to the ((~~ombuds~~)) office of public complaints;
- 1196 11. Reporting improper governmental action occurring within the superior court
1197 to the presiding judge of the superior court;
- 1198 12. Reporting violations of criminal laws to the sheriff or the county prosecuting
1199 attorney;
- 1200 13. Reporting improper governmental action of the county prosecuting attorney
1201 to the state auditor or the attorney general;
- 1202 14. Reporting improper governmental action occurring within the office of
1203 economic and financial analysis to any member of the forecast council or to the
1204 ((~~ombuds~~)) office of public complaints;
- 1205 15. Reporting violations of K.C.C. chapter 3.04, the Employee Code of Ethics,
1206 to the ((~~ombuds~~)) office of public complaints; and
- 1207 16. Reporting any improper governmental action for which no other appropriate
1208 recipient of a report is listed in subsection D.1. through 15. of this section to the
1209 ((~~ombuds~~)) office of public complaints.
- 1210 E. Any one or more of the following conduct by employees is protected under this
1211 chapter:
- 1212 1. Reporting improper governmental action;

1213 2. Cooperating in an investigation by any official related to improper
1214 governmental action, including but not limited to local, state, federal, and internal
1215 investigation; and

1216 3. Testifying in any official proceeding, hearing, or prosecution arising out of an
1217 improper governmental action.

1218 F. A county officer or employee shall not retaliate, attempt to retaliate or threaten
1219 to retaliate against any employee because that employee has in good faith engaged in
1220 conduct protected by K.C.C. 3.42.030.E., or because the county officer or employee
1221 believes the employee has engaged or will engage in such conduct, whether or not such
1222 conduct actually occurred.

1223 G. Any county officer or employee who engages in retaliatory action prohibited
1224 by K.C.C. 3.42.030.F. is subject to disciplinary action including, but not limited to,
1225 suspension without pay, demotion or termination. In addition, any elected official who
1226 engages in retaliatory action prohibited by K.C.C. 3.42.030.F. is subject to censure by
1227 motion of the council and also may be subject to recall from office due to misfeasance or
1228 malfeasance in office.

1229 H. Each appointing authority shall ensure that, upon entering county service or
1230 any time there are material changes to this chapter, every county officer and employee
1231 shall receive a written summary of this chapter, the procedures for reporting improper
1232 governmental actions to investigating officials, the procedures for obtaining the
1233 protections extended, the prohibition against retaliation in this section, and identification
1234 of offices and resources available to help the employee understand the provisions of this
1235 chapter including, but not limited to, the ((ombuds's)) office of public complaints. The

1236 ((~~ombuds~~'s)) office of public complaints shall assist in the development of materials.
1237 Copies of these summaries shall be conspicuously posted where all employees will have
1238 reasonable access to them. Every county officer and employee shall also receive a
1239 written summary of this chapter at least once every two years; the summary may be
1240 distributed electronically.

1241 SECTION 34. Ordinance 11687, Section 6, as amended, and K.C.C. 3.42.050 are
1242 hereby amended to read as follows:

1243 A. If the official receiving a complaint under this section is not the appropriate
1244 investigating official identified in K.C.C. 3.42.030.D.1., the official receiving the
1245 complaint shall immediately forward the written report to the appropriate investigating
1246 official and notify the reporting employee of the referral.

1247 B. If a report of improper governmental action meets the definition of a
1248 complaint under K.C.C. 3.04.055, the ((~~ombuds~~)) the office of public complaints, upon
1249 receipt of the report, shall investigate that allegation according to the procedures in
1250 K.C.C. chapter 3.04, the Employee Code of Ethics.

1251 C. If the ((~~ombuds~~)) the office of public complaints is an appropriate
1252 investigating official ((~~and~~)) but the report does not meet the definition of a complaint
1253 under K.C.C. chapter 3.04, the Employee Code of Ethics, the ((~~ombuds~~)) office of public
1254 complaints upon receipt of the report may refer the report to the department director of
1255 the agency in which the alleged improper governmental action occurred or to the chief
1256 elected official of the branch of government implicated in the allegation; if the
1257 ((~~ombuds~~)) office of public complaints does not refer to another official, or if the other
1258 official's response is not timely or satisfactory to the ((~~ombuds~~)) office of public

1259 complaints, the ((ombuds)) applicable division within the office of public complaints
1260 shall conduct an investigation in accordance with the procedures outlined in K.C.C.
1261 3.42.057.

1262 D. If a report of improper governmental action is filed with an appropriate
1263 investigating official who is not the ((ombuds)) office of public complaints, and a report
1264 is concurrently filed with the ((ombuds)) office of public complaints, the ((ombuds))
1265 office of public complaints may defer action until the investigation is completed by the
1266 affected department, office or agency. When the ((ombuds)) office of public complaints
1267 chooses to conduct a concurrent investigation the ((ombuds)) office of public complaints
1268 shall notify the executive and the chair of the council.

1269 E. Decisions of the ((ombuds)) office of public complaints under this section may
1270 not be appealed to the Board of Ethics.

1271 SECTION 35. Ordinance 16580, Section 6, as amended, and K.C.C. 3.42.055 are
1272 hereby amended to read as follows:

1273 A. The procedures in this section shall apply to any investigating official except
1274 ((the ombuds)) those within the office of public complaints or the judicial branch.
1275 Investigations by the ((ombuds)) office of public complaints shall be conducted in
1276 accordance with K.C.C. 3.42.057.

1277 B. When an appropriate investigating official who is not ((the ombuds)) within
1278 the office of public complaints receives a report of improper governmental action, the
1279 investigating official shall respond to the reporting employee in writing within thirty days
1280 of when the report was received with either a final report or a preliminary report, with a
1281 copy of the response to the ((ombuds)) office of public complaints. If responding with a

1282 preliminary report, the official shall include a summary of the status of the investigation
1283 and information obtained thus far, and identifying matters for further research or inquiry.
1284 If the identity of the reporting employee is not known, the response shall be sent to the
1285 ~~((ombuds))~~ office of public complaints.

1286 C. The investigating official shall complete the investigation and issue a final
1287 report no later than one year from when the report of improper governmental action was
1288 received. If the final report concludes that there was improper governmental action, it
1289 shall include an action plan for addressing the improper governmental action and provide
1290 reasonable timelines for completing corrective actions.

1291 D. The investigating official shall send a copy of the final report to the reporting
1292 employee and the ~~((ombuds))~~ office of public complaints.

1293 E. When conducting an investigation of improper governmental action occurring
1294 within the legislative branch, the prosecutor may at any stage, issue subpoenas,
1295 administer oaths, examine witnesses, and compel the production of documents or other
1296 evidence; refer the matter to the state auditor, law enforcement authorities or other
1297 governmental agency; and issue reports; or any combination thereof, each as deemed
1298 appropriate.

1299 F. If the investigating official determines that that the employee reporting
1300 improper governmental action has been retaliated against or is at great risk of retaliation,
1301 the investigating official may seek temporary preventive action, including but not limited
1302 to the transfer of the reporting employee to another department at the request of the
1303 reporting employee or authorizing leave with pay for the reporting employee. If the
1304 investigating official deems it necessary, the investigating official's recommendation may

1305 be made to the executive. Such a temporary preventative action may continue until the
1306 conclusion of any investigation and a permanent resolution of the matter.

1307 G. To the extent allowed by law, investigating officials are encouraged to enter
1308 into cooperative agreements or arrangements for receiving and processing complaints
1309 with other agencies or entities that are investigating related complaints, so that
1310 duplication of functions shall be minimized and multiple redundant investigations
1311 avoided.

1312 SECTION 36. Ordinance 16580, Section 7, as amended, and K.C.C. 3.42.057 are
1313 hereby amended to read as follows:

1314 A. The procedures in this section apply to the ~~((ombuds))~~ office of public
1315 complaints when ~~((the ombuds))~~ a division within the office of public complaints is
1316 investigating a report of an improper governmental action that is not investigated
1317 according to the rules applicable to K.C.C. chapter 3.04, the Employee Code of Ethics.

1318 B. In determining whether to conduct an investigation, the ~~((ombuds))~~ director of
1319 the applicable division within the office of public complaints may consider factors
1320 including, but not limited to, the nature and quality of the evidence and the existence of
1321 relevant laws and rules; whether the alleged improper governmental action was isolated
1322 or systematic; the history of previous assertions regarding the same subject or subject
1323 matter; whether other avenues are available for addressing the matter; whether the matter
1324 has already been investigated or is in litigation; the seriousness or significance of the
1325 asserted improper governmental action; and the cost and benefit of the investigation. The
1326 ~~((ombuds))~~ director of the applicable division has the sole discretion to determine the

1327 priority and weight given to these or any other relevant factors and to decide whether a
1328 matter is to be investigated.

1329 C. If the ((ombuds)) director of the applicable division elects not to investigate
1330 the matter, the ((ombuds)) director of the applicable division shall, before making a final
1331 decision to close the investigation, send a notice to the person who made the report
1332 explaining the factors considered and the analysis applied, summarizing allegation
1333 deficiencies if any, and providing a reasonable opportunity to reply. The notification
1334 may be by electronic means.

1335 D. If the ((ombuds)) director of the applicable division within the office of public
1336 complaints determines that that the employee reporting improper governmental action has
1337 been retaliated against or is at great risk of retaliation, the ((ombuds)) director of the
1338 applicable division may recommend to the head of the department that temporary
1339 preventive action be taken, including but not limited to transferring the reporting
1340 employee at the reporting employee's request to another department or authorizing leave
1341 with pay for the reporting employee. If the ((ombuds)) director of the applicable division
1342 deems it necessary, the ((ombud's)) director of the applicable division may make the
1343 recommendation ((may be made)) directly to the executive instead. Such temporary
1344 preventative action may continue until the conclusion of any investigation and a
1345 permanent resolution of the matter.

1346 E. If the ((ombuds)) director of the applicable division within the office of public
1347 complaints elects to conduct an investigation and it appears to the ((ombuds)) director of
1348 the applicable division that the investigation will take longer than thirty days to complete,
1349 the ((ombuds)) director of the applicable division shall, within thirty days after receiving

1350 the report of alleged improper governmental action, provide the complainant with a
1351 preliminary written report that summarizes the procedural status of the investigation, the
1352 information obtained thus far, any preliminary findings as the ((~~ombuds~~)) director of the
1353 applicable division deems appropriate, and identifying matters for further research or
1354 inquiry. The ((~~ombuds~~)) director of the applicable division shall also notify the subject or
1355 subjects of the investigation and the agency head of the need for continued investigation.

1356 F. When conducting an investigation of a complaint, the ((~~ombuds~~)) director of
1357 the applicable division within the office of public complaints may at any stage issue
1358 subpoenas, administer oaths, examine witnesses, and compel the production of
1359 documents or other evidence; refer the matter to the state auditor, law enforcement
1360 authorities, or other governmental agency; and issue reports; or any combination thereof,
1361 each as deemed appropriate.

1362 G.1. Upon completion of an investigation, the ((~~ombuds~~)) director of the
1363 applicable division within the office of public complaints shall make a final written report
1364 that summarizes the results of the investigation, including findings with regard to each
1365 assertion of improper governmental action and recommended actions. The ((~~ombuds~~))
1366 director of the applicable division shall complete the investigation and issue a final report
1367 within one year of receipt of the report of improper governmental action.

1368 ((~~1.~~)) 2. If the ((~~ombuds~~)) director of the applicable division determines that no
1369 improper governmental action has occurred, the ((~~ombuds~~)) director of the applicable
1370 division shall send the report to the complainant, the subject or subjects of the
1371 investigation and the agency head.

1372 ((2-)) 3. If the ((ombuds)) director of the applicable division determines that an
1373 improper governmental action has occurred:

1374 a. The ((ombuds)) director of the applicable division shall give the subject of
1375 the report an opportunity to respond before issuing a final report((-));

1376 b. The ((ombuds)) director of the applicable division shall send the report to:
1377 the complainant; the head of the department with responsibility for the action or if a
1378 department head is implicated, to the executive and county council; and such other
1379 governmental officials or agencies as the ((ombuds)) director of the applicable division
1380 deems appropriate. The ((ombuds)) director of the applicable division shall also send a
1381 copy of the written report to the executive or the county council if requested to do so by
1382 the complainant, if the director of the applicable division has not already done so((-));

1383 c. The department with responsibility for the improper governmental action
1384 shall report back to the ((ombuds)) director of the applicable division and complainant
1385 with an action plan for addressing the improper governmental action and provide
1386 reasonable timelines for completing its corrective actions. The department's response
1387 should be made within fourteen days of receipt of the ((ombuds)) director of the
1388 applicable division's report. If the ((ombuds)) director of the applicable division deems
1389 that satisfactory action within a reasonable timeframe has not been achieved, the
1390 ((ombuds)) director of the applicable division shall report the ((ombuds)) director of the
1391 applicable division's determination to the executive and the county council((-); and

1392 d. The ((ombuds)) office of public complaints may impose a fine of not greater
1393 than ten thousand dollars on the department within which the improper governmental
1394 action occurred. A fine should be imposed for improper governmental actions that are

1395 exceptionally egregious or for which corrective actions have been highly unsatisfactory.
1396 The department shall be given a reasonable opportunity to be heard before imposition of
1397 any fine. Proceeds collected from any fine shall be deposited into an account to be used
1398 for the purpose of educating employees about this chapter or may be applied by the
1399 department toward the cost of administrative leave paid to the employee reporting the
1400 improper governmental action where the reason for the administrative leave is related to
1401 the employee's reporting.

1402 H.1. At any stage in the investigation, the ~~((ombuds))~~ director of the applicable
1403 division may, with the agreement of the parties, recommend, arrange for, convene, or
1404 conduct voluntary mediation between the employee and either the subject of the
1405 investigation or agency head, or both, with cost sharing, if any, to be determined by the
1406 parties.

1407 ~~((1-))~~ 2. If the parties reach agreement as a result of mediation, the ~~((ombuds))~~
1408 director of the applicable division may close the investigation.

1409 ~~((2-))~~ 3. The response times from subsection E. of this section shall be tolled for
1410 the duration of the mediation process.

1411 ~~((3-))~~ 4. Mediation and other informal resolution processes are voluntary. No
1412 employer or employee shall be pressured into participating in such processes, and no
1413 negative inferences shall be drawn if any party declines to participate in such processes.
1414 If a party agrees to participate in voluntary mediation or other informal resolution
1415 process, that party is under no obligation to accept the resolution recommended by the
1416 mediator, the ~~((ombuds))~~ director of the applicable division, or any other person

1417 participating in this process, and no negative inferences shall be drawn as a result of a
1418 refusal to accept such recommendations.

1419 I. The ((~~ombuds~~)) director of the applicable division may close an investigation
1420 at any time the ((~~ombuds~~)) director of the applicable division determines that no further
1421 action is warranted and shall so notify the complainant, the subject or subjects of the
1422 investigation and the agency head. The ((~~ombuds~~)) director of the applicable division
1423 shall also issue any reports as required by this section.

1424 J. Decisions of the ((~~ombuds~~)) director of the applicable division under this
1425 section may not be appealed to the board of ethics.

1426 SECTION 37. Ordinance 11687, Section 7, as amended, and K.C.C. 3.42.060 are
1427 hereby amended to read as follows:

1428 A. In order to seek relief, an employee who believes the employee has been
1429 retaliated against in violation of K.C.C. 3.42.030.E. must file a signed written complaint
1430 within six months of when the alleged retaliation occurred or the employee reasonably
1431 should have known of the occurrence. The complaint shall be filed with the ((~~ombuds~~))
1432 office of public complaints and must specify the alleged retaliatory action and the relief
1433 requested.

1434 B. The ((~~ombuds~~)) director of the applicable division within the office of public
1435 complaints shall conduct an investigation of the alleged retaliatory action except that
1436 complaints involving the judicial branch shall be forwarded to the appropriate
1437 investigating official for that branch for investigation and complaints involving
1438 councilmembers shall be forwarded to and investigated by the prosecutor.

1439 C. When conducting an investigation, the ~~((ombuds))~~ director of the applicable
1440 division within the office of public complaints or prosecutor may at any stage, issue
1441 subpoenas, administer oaths, examine witnesses, and compel the production of
1442 documents or other evidence; refer the matter to the state auditor, law enforcement
1443 authorities or other governmental agency; and issue reports; or any combination thereof,
1444 each as deemed appropriate.

1445 D. If it appears to the ~~((ombuds))~~ director of the applicable division within the
1446 office of public complaints or prosecutor after conducting an investigation that no
1447 retaliation has occurred, the ~~((ombuds))~~ director of the applicable division or prosecutor
1448 shall so notify the complainant summarizing the ~~((ombuds))~~ director of the applicable
1449 division's or prosecutor's findings and providing a reasonable opportunity for the
1450 complainant to reply before making a final determination.

1451 E. The ~~((ombuds))~~ director of the applicable division within the office of public
1452 complaints or prosecutor shall, within forty-five days after receiving the report of alleged
1453 retaliatory action, provide the complainant with a written report that summarizes the
1454 results of the investigation, including findings with regard to each assertion of retaliation
1455 and recommended actions. The ~~((ombuds))~~ director of the applicable division or
1456 prosecutor shall also send a copy of the written report to any governmental officials or
1457 agencies as the ~~((ombuds))~~ director of the applicable division or ~~((prosecuter))~~ prosecutor
1458 deems appropriate. If the ~~((ombuds))~~ director of the applicable division or prosecutor
1459 finds that additional time is needed to complete the report, the ~~((ombuds))~~ director of the
1460 applicable division or ~~((prosecuter))~~ prosecutor shall notify the complainant in writing
1461 before the expiration of the forty-five day response period, and shall specify the reasons

1462 that additional time is required. The effect of the notice is to extend for forty-five days
1463 the time period in which a response must be made. Only two such extensions may be
1464 made.

1465 F. The following apply to investigations by the ((ombuds)) office of public
1466 complaints under this section((-):

1467 1. If it appears to the ((ombuds)) director of the applicable division within the
1468 office of public complaints at any stage in the process that the complainant is at great risk
1469 of retaliation, the ((ombuds)) director of the applicable division may recommend to the
1470 head of the department that temporary preventive action be taken, including but not
1471 limited to transferring the individual to another department or authorizing leave with pay.
1472 If the ((ombuds)) director of the applicable division deems it necessary, the ((ombuds))
1473 director of the applicable division recommendation may be made to the executive instead.
1474 Such temporary preventative action may continue until the conclusion of any
1475 investigation and a permanent resolution of the matter;

1476 2. If the ((ombuds)) director of the applicable division determines that no
1477 retaliatory action has occurred, the ((ombuds)) director of the applicable division shall
1478 send the report to the complainant, the subject or subjects of the investigation and the
1479 agency head; and

1480 3. If the ((ombuds)) director of the applicable division determines that
1481 retaliatory action has occurred:

1482 a. The ((ombuds)) director of the applicable division shall give the subject of
1483 the investigation an opportunity to respond before issuing a final report;

1484 b. The ((ombuds)) director of the applicable division shall send the report to:
1485 the complainant; the head of the department with responsibility for the action or if a
1486 department head is implicated, to the executive and county council, and to such other
1487 governmental officials or agencies as the ((ombuds)) director of the applicable division
1488 deems appropriate. The ((ombuds)) director of the applicable division shall also send a
1489 copy of the written report to the executive or the county council if requested to do so by
1490 the complainant, if the ((ombuds)) director of the applicable division has not already done
1491 so;

1492 c. The department with responsibility for the retaliatory action shall report
1493 back to the ((ombuds)) director of the applicable division and complainant with an action
1494 plan for addressing the retaliatory action and provide reasonable timelines for when the
1495 corrective actions will occur. The department's response should be made within fourteen
1496 days of receipt of the ((ombuds)) director of the applicable division report;

1497 d. If the ((ombuds)) director of the applicable division deems that the
1498 responsible department has not taken satisfactory action within a reasonable timeframe,
1499 the ((ombuds)) director of the applicable division shall report the ((ombuds's)) director of
1500 the applicable division's determination to the executive and the county council; and

1501 e. The ((ombuds)) director of the applicable division may impose a fine on
1502 the department within which the retaliatory action occurred; the ((ombuds)) director of
1503 the applicable division shall not impose a fine greater than ten thousand dollars. A fine
1504 should be imposed for retaliatory actions where the department's response to the
1505 retaliatory actions was grossly inadequate. The department shall be given a reasonable
1506 opportunity to be heard before imposition of any fine. Proceeds collected from any fine

1507 shall be deposited into an account to be used for the purpose of educating employees
1508 about this chapter or applied by the department toward administrative leave paid to the
1509 complainant where the reason for the administrative leave is related to the retaliation
1510 claim.

1511 G.1. At any stage in the investigation, the ~~((ombuds))~~ director of the applicable
1512 division within the office of public complaints or prosecutor may, with the agreement of
1513 the parties, recommend, arrange for, convene or conduct voluntary mediation between the
1514 employee and the subject of the investigation and/or agency head.

1515 ~~((1-))~~ 2. If the employer and employee reach agreement as a result of a
1516 mediation, the investigation shall be closed and the employee shall not be entitled to seek
1517 a hearing under subsection I. of this section.

1518 ~~((2-))~~ 3. If the employer and employee fail to reach agreement, the response
1519 times from subsection C. of this section shall be tolled for the duration of the mediation
1520 process.

1521 ~~((3-))~~ 4. Mediation and other informal resolution processes are voluntary. No
1522 employer or employee shall be pressured into participating in such processes, and no
1523 negative inferences shall be drawn if any party declines to participate in such processes.
1524 If a party agrees to participate in voluntary mediation or other informal resolution
1525 process, that party is under no obligation to accept the resolution recommended by the
1526 mediator, the ~~((ombuds))~~ director of the applicable division, or any other person
1527 participating in this process, and no negative inferences shall be drawn as a result of a
1528 refusal to accept such recommendations.

1529 H. The ~~((ombuds))~~ director of the applicable division within the office of public
1530 complaints or prosecutor may close an investigation at any time the ~~((ombuds))~~ director
1531 of the applicable division or prosecutor determines that no further action is warranted and
1532 shall so notify the complainant, the subject or subjects of the investigation and the agency
1533 head. The ~~((ombuds))~~ director of the applicable division or prosecutor shall also issue
1534 any reports as required by this section.

1535 I. Decisions of the ~~((ombuds))~~ director of the applicable division within the office
1536 of public complaints under this section may not be appealed to the board of ethics.

1537 J. If an employee who has filed a complaint of retaliation under this section is
1538 dissatisfied with the progress of the investigation or the response and desires a hearing
1539 ~~((under RCW 42.41.040))~~, the employee shall deliver a request for hearing to the head of
1540 the branch within which retaliation is alleged to have occurred within the later of: one
1541 year of when the alleged retaliation occurred or the employee reasonably should have
1542 known of the occurrence; or ninety days from receipt of the department's response under
1543 K.C.C. 3.42.060E~~((2-b))~~. The employee shall notify the ~~((ombuds))~~ office of public
1544 complaints of the request. Within five working days of receipt of the request for hearing,
1545 the county shall apply to the state office of administrative hearings for a hearing to be
1546 conducted as provided in RCW 42.41.040(4) through (9).

1547 K. An employee shall not have the right to seek a hearing under this section if the
1548 complaint of retaliation is pursued under and falls within the subject matter jurisdiction of
1549 a collective bargaining agreement grievance procedure ending in binding arbitration or
1550 the career service grievance procedure ending in a hearing before the personnel board.

1551 L. To the extent allowed by law, investigating officials are encouraged to enter
1552 into cooperative agreements or arrangements for receiving and processing complaints
1553 with other agencies or entities that are investigating related complaints, so that
1554 duplication of functions shall be minimized and multiple redundant investigations
1555 avoided.

1556 SECTION 38. This ordinance takes effect July 1, 2026.

1557 SECTION 39. If any provision of this ordinance or its application to any person

1558 or circumstance is held invalid, the remainder of the ordinance or the application of the
1559 provision to other persons or circumstances is not affected."

1560 **EFFECT prepared by *M.Leskinen: Makes clarifying edits and technical corrections***
1561 ***to fix drafting errors.***

19 2.52.110, Ordinance 473, Section 12, as amended, and
20 K.C.C. 2.52.120, Ordinance 473, Section 13, as amended,
21 and K.C.C. 2.52.130, Ordinance 473, Section 14, as
22 amended, and K.C.C. 2.52.140, Ordinance 473, Section 15,
23 as amended, and K.C.C. 2.52.150, Ordinance 473, Section
24 16, as amended, and K.C.C. 2.52.160, Ordinance 473,
25 Section 18, as amended, and K.C.C. 2.52.170, Ordinance
26 12138, Section 22, as amended, and K.C.C. 2.93.020,
27 Ordinance 12138, Section 6, as amended, and K.C.C.
28 2.93.030, Ordinance 12138, Section 13, as amended, and
29 K.C.C. 2.93.130, Ordinance 12138, Section 18, as
30 amended, and K.C.C. 2.93.170, Ordinance 9704, Section 1,
31 as amended, and K.C.C. 3.04.015, Ordinance 12014,
32 Section 3, as amended, and K.C.C. 3.04.030, Ordinance
33 9704, Section 9, as amended, and K.C.C. 3.04.055,
34 Ordinance 9704, Section 10, as amended, and K.C.C.
35 3.04.057, Ordinance 1321, Section 4, as amended, and
36 K.C.C. 3.04.100, Ordinance 9704, Section 13, as amended,
37 and K.C.C. 3.04.130, Ordinance 11687, Section 2, as
38 amended, and K.C.C. 3.42.020, Ordinance 11687, Section
39 4, as amended, and K.C.C. 3.42.030, Ordinance 11687,
40 Section 6, as amended, and K.C.C. 3.42.050, Ordinance
41 16580, Section 6, as amended, and K.C.C. 3.42.055,

42 Ordinance 16580, Section 7, as amended, and K.C.C.
43 3.42.057, and Ordinance 11687, Section 7, as amended, and
44 K.C.C. 3.42.060, adding new sections to K.C.C. chapter
45 2.52, adding a new section to K.C.C. chapter 2.93,
46 repealing Ordinance 473, Section 4, as amended, and
47 K.C.C. 2.52.040, and Ordinance 473, Section 5, as
48 amended, and K.C.C. 2.52.050, and establishing an
49 effective date."

50 **EFFECT prepared by *M.Leskinen*: *Updates the title.***



King County

**Metropolitan King County Council
Government Accountability and Oversight Committee**

STAFF REPORT

Agenda Item:	6	Name:	Terra Rose
Proposed No.:	2025-0286	Date:	June 9, 2026

SUBJECT

Proposed Ordinance 2025-0286 would authorize the Executive to execute a franchise agreement with HyperFiber of Washington, LLC ("HyperFiber"), for the use of road rights-of-way in unincorporated King County for the construction, operation, and maintenance of wireline telecommunications transmission facilities.

SUMMARY

King County Code ("KCC") Chapter 6.27 requires persons and private or municipal corporations to obtain a franchise for the use of the rights-of-way ("ROW") of County roads by submitting an application to the Facilities Management Division ("FMD") and receiving approval from the Council.

Proposed Ordinance 2025-0286 would authorize the Executive to execute a nonexclusive, negotiated franchise agreement with HyperFiber for the installation and use of wireline telecommunications transmission facilities in County ROW. The transmittal letter states that HyperFiber is a for-profit corporation that intends to build a broadband fiber optic network to serve residential and business customers in areas of unincorporated King County. The letter further indicates that the network will include aerial pathways on utility poles and underground pathways using conduit installed in the ROW.

The proposed franchise agreement would have an initial term of ten years, with the option of the Director of the King County Department of Information Technology ("KCIT") to extend the agreement for up to an additional fifteen years. Extensions authorized by the KCIT Director would not be subject to Council approval. The proposed ordinance states that the franchise area would include unincorporated areas in Council Districts 5, 7, and 9. However, the franchise area description in the exhibits of the transmitted agreement does not match the ordinance. Executive staff indicate that this is an error and have requested that the franchise area encompass all unincorporated areas in King County. Amendment 1 would make this change, as well as make other technical corrections and clarifying edits to the franchise agreement language.

This item was briefed at the May 12th Government Accountability and Oversight committee. Councilmembers requested additional information, which is provided later in this staff report.

BACKGROUND

Franchise Authority and Process. King County has the authority through state law¹ to grant franchises for the use of ROW of County roads for the construction, operation, and maintenance of public and private utilities, including water, electric, and telecommunication utilities.

King County Code ("KCC") Chapter 6.27 requires persons, as well as private or municipal corporations, to obtain a franchise for the use of ROW, which must be consistent with the criteria outlined in code. The application must be submitted to and negotiated with FMD and approved by the Council.

KCC Chapter 4A.675, together with KCC 6.27.054, sets forth fees and charges to be paid for by the franchise applicant, including an application fee of \$2,500, an advertising fee that covers the full costs to advertise the application, and a surcharge to recover the County's costs in reviewing and processing the application. Additional fees may be charged throughout the life of the agreement following execution, such as for permit applications to work in the ROW.

KCC Chapter 6.27 identifies criteria for franchise approval and requires each franchise application to be reviewed by the Department of Executive Services and Department of Local Services.

ANALYSIS

Proposed Ordinance 2025-0286 would authorize the Executive to execute a nonexclusive, negotiated franchise agreement with HyperFiber for the installation and use of wireline telecommunications transmission facilities in County ROW (Attachment A). The transmittal letter states that HyperFiber is a for-profit corporation that intends to build a broadband fiber optic network to serve residential and business customers in areas of unincorporated King County. The letter further indicates that the network will include aerial pathways on utility poles and underground pathways using conduit installed in the ROW.

Key terms and conditions of the franchise agreement are described below.

Franchise Area Description. The proposed ordinance states that the franchise area would include unincorporated areas in Council Districts 5, 7, and 9. However, the Franchise Area Description in Exhibit A to Attachment A provides only one section/township/range identifier that does not appear to match the Council districts provided.

¹ RCW 36.55.010

Executive staff indicate that this is an error and have requested that the franchise area encompass all unincorporated areas in King County. According to Executive staff, there are a couple of reasons for the requested change. Executive staff indicate that franchise areas for cable franchises include all unincorporated areas countywide and that it makes sense for this practice to be applied to wireline franchises, as well, as the service area for telecommunications utilities is generally less geographically limited than a sewer district, for example, which has a more discrete service area. Additionally, Executive staff indicate that HyperFiber is seeking a countywide franchise, as it would make it easier for them to serve customers in the unincorporate area. Amendment 1, discussed further in this staff report, would make this and other changes.

Duration and Extension. The franchise agreement would be effective when it is fully executed by the parties with an initial term of ten years as provided under Section 3 of the proposed agreement. The franchisee, HyperFiber, may request an extension beyond the initial term and the KCIT Director may extend the duration for up to an additional fifteen years with the appropriate notice and substantial compliance with the terms and conditions.

Amendments and Modifications to the Franchise Agreement. Under Section 11 of the proposed franchise agreement, the KCIT Director would be authorized to execute the following amendments without Council approval:

- Changes to the franchise area;
- Extension of the franchise agreement duration, as described previously;
- Agreements related to compensation or other consideration for the right to use and occupy the ROW;
- Adjustments to insurance requirements as provided by Section 20.13; and
- Minor technical corrections or updates.

All other amendments would be subject to Council approval.

Incorporation or Annexation. If the franchise area is incorporated or annexed into a city during the term of the agreement, the affected portions would be removed from the franchise area.

Road Vacation. If any portion of the ROW is vacated during the term of the agreement, the franchise would be automatically terminated with respect to the vacated portion of the ROW.

Compensation. KCC states that each franchise for electric, gas, water, or sewer utilities shall include a requirement that the grantee of the franchise provide reasonable compensation in return for the right to use the ROW. Code does not include wireline telecommunications in this language. However, Section 16 of the proposed agreement outlines the process for negotiating compensation should this language be changed in the future.

Construction and Other Facility Obligations. Under the terms of the proposed agreement in Section 22, HyperFiber cannot start any work within the franchise area until applicable construction permits have been issued. The exception to this would be for emergency work, where HyperFiber or the County could take corrective action

without first obtaining a permit when a situation poses an immediate danger. The need to take immediate corrective action, however, does not relieve HyperFiber from its obligation to obtain a ROW construction permit or any other permits necessary for the corrective actions.

Promptly after completing any work within the County ROW, HyperFiber would be required to restore the surface of the County ROW and any adjacent areas directly affected to as good or better condition as such areas were immediately in prior to the commencement of such work (Section 25).

HyperFiber would be responsible, at no County expense, to repair, remove, relocate, or adjust all facilities if required by the County for any purpose (Section 27).

Within 90 days following the effective date, HyperFiber would be required to submit a Roadside Management Assessment to the County that includes an assessment of whether its facilities are located under or above-ground and whether the facilities comply with the road standards. If not in compliance with road standards, HyperFiber would be required to remove or relocate its noncompliant facilities (Section 29).

Default and Dispute Resolution. The County may terminate the agreement if HyperFiber defaults on any term of the franchise agreement. Section 14 provides for a default resolution process wherein HyperFiber would be required to address the default. The County may suspend, withdraw, or decline to issue any ROW construction permits during the default.

In the case of non-default disputes that may arise throughout the duration of the agreement, Section 15 would allow for a dispute resolution process wherein the parties meet within thirty days to make a "good-faith effort" to achieve resolution. If resolution is not reached, HyperFiber and the County would enter mediation at their own expense. If resolution is still not reached, either party could follow default procedures or seek other remedies laid out in statute.

Follow-up from 5/12 GAO Meeting. At the May 12th GAO meeting, Councilmembers requested additional information on several topics related to the proposed franchise agreement.

1. **Ability for the KCIT Director to Extend Term.** The proposed franchise agreement would grant the KCIT Director the ability to extend the term of the franchise for an additional period of up to fifteen years after the initial ten-year term. The extension is conditioned on HyperFiber requesting an extension in the required form and with the required notice as provided in the proposed agreement and that HyperFiber has maintained substantial compliance with the agreement provisions in the initial term. Any extension granted by the KCIT Director would not be subject to Council approval.

Executive staff indicated that this is the standard franchise template language that is used for wireline, water, sewer, electric, and gas utilities, and how such franchise agreements have been authorized by the Council previously, including

Ordinance 20039, which passed in February of this year and authorized the execution of a franchise agreement with the Snoqualmie Valley School District.

2. **Compensation for Management of Franchise.** Executive staff indicated in committee that state and federal law prohibit charging rent for telecommunications franchises.

K.C.C. 6.27.054 provides that the Real Estate Services section of FMD may require the franchisee to reimburse the County for actual costs incurred in administering the franchise agreement. It also authorizes FMD to establish rules or policies that define the actual costs that may be charged, such as personnel, overhead, program planning and development, among other items listed in code.

According to KCIT and FMD staff, KCIT does not intend on charging any administrative costs to HyperFiber on an ongoing basis and note that the ongoing administration of the franchise is relatively simple with only monitoring of the certificate of insurances and performance bonds. Executive staff further indicate, however, that the Executive has recently transmitted an ordinance² that would reorganize KCIT and proposes moving the Cable Office, which has managed this HyperFiber franchise process, to FMD to bring all the franchise work under one department. According to Executive staff, FMD staff are evaluating a consistent approach to franchise administration across all franchise types and as part of that effort will track administrative time associated with wireline franchises similar to utility franchises and seek reimbursement of eligible administrative costs if needed.

3. **Expansion of Franchise Area Proposed by Amendment 1.** As further described in the following subsection of the staff report, Amendment 1 would change the incorrect franchise area description in the transmitted agreement and, at the request of Executive staff, expand it to encompass all unincorporated areas in the county. In committee, Executive staff indicated that this is a way to reduce barriers to providing increased broadband service in the unincorporated areas.

Additionally of note is that the proposed agreement includes language that would allow the franchise area to be changed by amendment at the Director-level without prior Council approval. In other words, if the franchise area expansion were not included in Amendment 1, for example, the KCIT Director would have the authority to make that change to the franchise area under the proposed agreement without having to get Council approval. This appears to be standard language across franchise agreements.

4. **Road Vacations.** As noted previously in this staff report, if any portion of the ROW is vacated during the term of the agreement, the franchise would be automatically terminated with respect to the vacated portion of the ROW. Executive staff indicate that this language is standard in franchise agreements

² Proposed Ordinance 2026-0133

and that the procedure for County vacation of a ROW is set forth in K.C.C. 14.40, and which includes a formal petition, a proposed ordinance, a public hearing, and action by the Council.

AMENDMENT

Amendment 1 would replace the transmitted franchise agreement with an updated agreement dated May 5, 2026 that would:

- Change the franchise area description and maps in the Exhibits to include all unincorporated areas countywide; and
- Make technical changes and clarifying edits to the agreement language.

As noted previously, the change to the franchise area was requested by Executive staff and according to Executive staff also a request by HyperFiber.

INVITED

- Stephen Heard, Director and County Chief Information Officer, KCIT
- Harry Clark, Chief IT Operations Officer, KCIT
- Mitzi McMahan, Director of Government Affairs, HyperFiber

ATTACHMENTS

1. Proposed Ordinance 2025-0286 (and its attachment)
2. Amendment 1 (and its attachment)
3. Transmittal Letter
4. Fiscal Note



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance

Proposed No. 2025-0286.1

Sponsors von Reichbauer

1 AN ORDINANCE authorizing the execution of a franchise
2 agreement with HyperFiber of Washington, LLC, for use of
3 certain King County road rights-of-way in unincorporated
4 King County for the construction, operation, and
5 maintenance of wireline telecommunications transmission
6 facilities.

7 STATEMENT OF FACTS:

8 1. HyperFiber of Washington, LLC applied for and negotiated terms and
9 conditions for use of King County road rights-of-way for the construction,
10 operation, and maintenance of wireline telecommunications transmission
11 facilities in unincorporated King County in council districts five, seven
12 and nine.

13 2. The application and negotiated document were reviewed and approved
14 by applicable county agencies before submission to the council.

15 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

16 SECTION 1. HyperFiber of Washington, LLC's application and negotiated
17 agreement meet the criteria for granting of a right-of-way franchise for use of the right-
18 of-way of county roads for the construction, operation, and maintenance of wireline
19 telecommunications transmission facilities under K.C.C. chapter 6.27.

20 SECTION 2. The executive is authorized to execute a right-of-way franchise
21 agreement with HyperFiber of Washington, LLC that is substantially in the form of
22 Attachment A to this ordinance, and to take all actions necessary to implement the terms
23 of the franchise agreement.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

APPROVED this ____ day of _____, _____.

Girmay Zahilay, County Executive

Attachments: A. HyperFiber of Washington LLC Franchise Agreement Right of Way Franchise for Wireline Communications

HyperFiber of Washington, LLC

**RIGHT-OF-WAY FRANCHISE
FOR
WIRELINE COMMUNICATIONS**

Franchise No. FRAN25-0002

King County, Washington

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I. ESTABLISHMENT

RECITALS

WHEREAS, pursuant to Article 11, Sec. 4 of the Washington Constitution, RCW 36.55.010 and Chapter 6.27 of the King County Code, King County, a home rule charter county and political subdivision of the State of Washington, is authorized to grant franchises for use of County ROW (as defined below); and

WHEREAS, King County grants franchises to persons or public and private Utility corporations to authorize the Utility companies to use County ROW to provide Utility service in unincorporated areas of King County. Franchises grant a valuable property right to Utility companies to use County ROW, and thereby allow the Utilities to profit and benefit from the use of County ROW in a manner not generally available to the public; and

WHEREAS, on February 24, 2025, HyperFiber of Washington, LLC applied for a King County Utility franchise for the right to use County ROW for the Construction, Operation, and Maintenance of Wireline Telecommunications transmission and service lines, within the Franchise Area delineated in Exhibits A and B; and

WHEREAS, the King County Department of Executive Services and Department of Local Services have reviewed HyperFiber of Washington, LLC’s application for a Utility franchise; and

WHEREAS, legal notice of the franchise application and of the hearing has been given as required by Law (as defined below); and

WHEREAS, the County Council (as defined below) held a public hearing on (date), to solicit comments from the public and to consider whether to grant the requested franchise to HyperFiber of Washington, LLC.

APPLICATION AND HEARING

The application of HyperFiber of Washington, LLC, a limited liability company, (“Franchisee”) for a franchise to set, erect, lay, place, locate, relocate, construct, reconstruct, install, reinstall, extend, support, adjust, affix, attach, connect, align, realign, alter, modify, improve, operate, maintain, repair, remove, replace, and use transmission, distribution, and service lines, protective relay systems, fiber optic communications, and appurtenances in, upon, over, along, across, through, and under the County ROW located within the Franchise Area described in the attached Exhibit "A" (“Franchise Area Legal Description”) and mapped in the attached Exhibit “B” (“Franchise Area Maps”) was heard on the _____ day of _____, 20____.

GRANT OF FRANCHISE

Pursuant to Article 11, Sec. 4 of the Washington Constitution, RCW 36.55.010, and Chapter 6.27 of the King County Code (hereafter “KCC”), King County, a home rule charter county and political subdivision of the State of Washington, has considered the application, the interests proposed and advanced, and the public comment. The County Council (as defined below) has found that it is in the public interest to grant this franchise and has ordered that a non-exclusive Wireline Telecommunications franchise be granted to HyperFiber of Washington, LLC, and its successors and assigns (“Franchisee”), subject to the terms and conditions contained in this franchise agreement (the “Franchise”).

This Franchise grants Franchisee the right, privilege, and authority to use the Franchise Area (as defined below) to set, erect, lay, construct, extend, support, attach, connect, operate, maintain, repair, relocate, remove, replace, and use Facilities (as defined below) for Wireline Telecommunications, including transmission, distribution, and service lines, protective relay systems, fiber optic communications, and appurtenances in, upon, over, along, across, through, and under the Franchise Area.

This Franchise does not transfer, convey, or vest an easement or title in or to any County ROW or portions thereof in or to Franchisee. This Franchise is granted subject to all of the terms and conditions contained herein.

II. TERMS AND CONDITIONS

GOVERNANCE; RULES AND REGULATIONS

Section 1. Definitions

References to any County official or office also refer to any official or office that succeeds any or all of the responsibilities of the named official or office. The following definitions shall apply for the purposes of this Franchise and all exhibits attached hereto. Defined words shall have their meaning as defined in this section or elsewhere in this Franchise when capitalized in the text. Defined words in the singular will be held to include the plural and vice versa, as applicable and

depending on the context. Words not defined, and defined words when not capitalized in the text shall be given their common and ordinary meaning.

Authorized Hazardous Materials. Hazardous Materials that are reasonably necessary for Franchisee's activities authorized by the Franchise and that are customarily used in Franchisee's industry. The use of Authorized Hazardous Materials does not constitute a Release.

Colocation or Colocator. The term "Colocation" means the placement and arrangement of other users' lines, facilities, and equipment on Facilities. The term "Colocator" shall mean a third-party Utility or other authorized user to attach or occupy Facilities pursuant to Section 28 of this Franchise.

Construct or Construction. Activities performed by Franchisee, its agents, representatives, employees, and Contractors to construct, reconstruct, install, reinstall, align, realign, locate, relocate, adjust, affix, attach, modify, improve, or remove Facilities, and related activities such as digging or excavating for the above purposes.

Contractor. All agents carrying out any activities on behalf of Franchisee, including subcontractors.

County. King County, a home rule charter county and political subdivision of the State of Washington. Where discretionary acts by the County are authorized or required herein, unless otherwise stated such acts shall be performed by a Director.

County Council. The metropolitan county council of King County, a home rule charter county, in accordance with the Constitution of the State of Washington.

County Parties. The County, its elected and appointed officials, officers, employees, agents, and contractors.

County Risk Manager. The director of the County's Office of Risk Management Services.

County Road Engineer. The county road engineer as defined in KCC 14.01.100 and specified in RCW 36.75.010 and RCW 36.80.010.

County ROW. All public land, property, or property interest, (e.g., an easement), usually in a strip, as well as bridges, trestles, or other structures, acquired by or dedicated to the County or otherwise devoted to transportation purposes, including but not limited to all maintained or unmaintained County roads, streets, avenues, or alleys. For purposes of this Franchise, "County ROW" does not include recreational or nature trails except where such trails intersect with or are located within County ROW. Any reference to use of or in the County ROW includes use in, upon, over, along, across, through, or under the County ROW, as applicable.

Default. A failure, whether intentional or unintentional, to perform, satisfy, or discharge, or to breach, any term or condition of this Franchise.

Director. (1) the Director of the King County Department of Local Services or their designee, or

(2) the Director of the Department of Executive Services or their designee, or (3) the Director and Chief Information Officer of the Department of Information Technology or their designee, depending on the context. Where discretionary acts by the County are authorized or required herein, unless otherwise stated such acts shall be performed by a Director.

Effective Date. The date this Franchise is fully executed by the Parties.

Emergency. Any situation that creates or presents an immediate risk of danger to life, property, safety, public health, or the environment.

Environmental Laws. Any Laws or other federal, state, or local statutes, regulations, codes, rules, ordinances, orders, judgments, decrees, injunctions, proceedings, or instructions pertaining in any way to the protection of human health, safety, and the environment, including those relating to the generation, use, handling, transportation, storage, release, discharge, or disposal of Hazardous Materials. Environmental Laws may include, as applicable, the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §5101, et seq.), the Pipeline Safety Act (49 U.S.C. §60101, et seq.), the Pipeline Inspection, Protection, Enforcement, and Safety Act of 2006 (Title 49 Code of Federal Regulations), Transportation of Hazardous Liquids by Pipeline (49 C.F.R. Part 195), the Toxic Substances Control Act (15 U.S.C. §2601, et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §136, et seq.), the Clean Air Act (42 U.S.C. §7401, et seq.), the Clean Water Act (33 U.S.C. §1251, et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251, et. seq.), the Washington Hazardous Waste Management Act (RCW Chapter 70A.300), the Washington State Model Toxics Control Act (RCW Chapter 70A.305) (“MTCA”), the Washington Water Pollution Control Act (RCW Chapter 90.48), the Washington State Pipeline Safety Act (RCW Chapter 81.88), Washington Administrative Code (“WAC”) Chapters 480-90 and 480-93, the King County Critical Areas Ordinance (KCC Chapter 21A.24), and any other similar federal, state, or local environmental statute, rule, or regulation, each as enacted or amended from time to time, including any laws concerning above ground or underground storage tanks. The term shall also be interpreted to include any substance that, after released into the environment, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities.

Facilities. Collectively and as applicable, the facilities owned, co-owned, or operated by Franchisee, including all plant, equipment, fixtures, appurtenances, antennas, and other facilities in the Franchise Area necessary to furnish and deliver Wireline Telecommunications services, including but not limited to poles with cross arms, poles without cross arms, wires, lines, conduits, ducts, cables, communication and signal lines, and equipment, braces, guys, anchors, vaults, and all attachments and appurtenances necessary or incidental to the transmission, distribution, and use of Wireline Telecommunications services. For the avoidance of doubt, Facilities shall not include cable television lines or cables or wireless transmission facilities.

Found Hazardous Material(s). Hazardous Material that exists within the Franchise Area or other property, whether public or private, the presence of which was not, in whole or part, caused by the

act or omission of Franchisee Parties during or prior to the term of this Franchise.

Franchise. This franchise agreement and any mutually agreed amendments or exhibits to this franchise agreement.

Franchise Area. That portion of the County ROW wherein the County has authorized Franchisee to place Facilities, as identified and described in the attached Exhibits A and B.

Franchisee. HyperFiber of Washington, LLC, and its successors and those assignees approved pursuant to Section 17 (Transfer and Assignment).

Franchisee Parties. Franchisee, its officials, employees, and agents and all contractors and sub-contractors acting on behalf of Franchisee.

Gross Revenues. All revenue derived by Franchisee from a Colocator's use of Facilities or any component thereof. Gross Revenues shall include the value of any consideration received by Franchisee in exchange for the use of Facilities. Gross Revenues shall also include late fees, administrative fees, or any other monetary amount collected from a Colocator arising out of use of Facilities.

Hazardous Material(s). Any waste, pollutant, contaminant, deleterious substance, or other material that now or in the future becomes regulated, controlled, or defined under any Environmental Laws.

Laws. Federal, state, and local laws, regulations, and utility standards including, but not limited to, the County's Comprehensive Plan, Road Standards, King County regulations for accommodation of utilities on county road rights-of-way, zoning code, and other regulations that are applicable to any and all work or other activities performed by Franchisee pursuant to or under authority of this Franchise, Franchisee's approved comprehensive plan under KCC 13.24.010, and state and local health and sanitation regulations. Unless otherwise stated herein, references to laws include laws now in effect as of the Effective Date of this Franchise.

Maintain or Maintenance. Examining, testing, inspecting, repairing, maintaining, and replacing Facilities or any part thereof as required and necessary or as prudent for effective, efficient, and safe Operations and related activities, as performed by or on behalf of Franchisee, unless otherwise provided herein.

Operate or Operations. The operation and use of Facilities for transmission or delivery of Wireline Telecommunications services to Franchisee's customers or the use by Colocators of Facilities pursuant to Section 28.

Party or Parties. The County and Franchisee individually or collectively as the context in this Franchise provides.

Release. The release, leak, deposit, seepage, spill, or escape of any Hazardous Material caused or contributed to by Franchisee or a Contractor.

Road Standards. The King County Road Design and Construction Standards adopted pursuant to

KCC 14.42 and as now or hereafter amended.

Roadside Management Program or RMP. A program developed by Franchisee and accepted by the County to identify Facilities not in compliance with County Road Standards and to remediate same to bring such Facilities into compliance therewith.

Roadside Management Work Plan or RMP Work Plan. An annual remediation plan, including a schedule of work for the coming year to accomplish the RMP.

Roadside Management Work Report or RMP Work Report. An annual report of progress on the remediation work carried out during the previous year under the RMP and the annual RMP Work Plan.

Utility. All persons or public or private organizations of any kind that are subject to the provisions of KCC 6.27, KCC 6.27A, and KCC 14.45 with regard to use of County ROW.

Wireline Telecommunications. The transmission of writing, signs, signals, pictures, and sounds of all kinds by aid of wire, cable, including fiber-optic cable or other like connection between the points of origin and reception of such transmission, including all instrumentalities, facilities, apparatus, and services (among other things, the receipt, forwarding, and delivery of communications) incidental to such transmission, without change in the form or content of the information or content of the information sent and received. The term shall not include stand-alone minor communications facilities as described in KCC Chapter 21A.27, stand alone "wireless telecommunications facilities" and "wireless minor communications facilities" as described in KCC Chapter 14.45, cable service (as such term is defined in 47 U.S.C. § 522), or open video system (as such term is defined in 47 U.S.C. § 573).

Section 2: Non-Exclusive Franchise

2.1 The Franchise is granted to Franchisee as a non-exclusive franchise which shall not in any manner prevent or hinder the County from granting to other parties, at other times and under such terms and conditions as the County, in its sole discretion, may deem appropriate, other franchises or similar use rights in any County ROW. Additionally, this Franchise shall in no way prevent, inhibit, or prohibit the County from using any of the County ROW for any County purpose, nor shall this Franchise affect the County's jurisdiction, authority, or power over any County ROW, in whole or in part. The County expressly retains its power to make or perform any and all modifications or relocations reasonably necessary for the County to carry out any County purpose, including but not limited to, the construction, alteration, improvement, repair, operation, maintenance, or removal of County facilities in the County ROW, as well as the power to vacate the County ROW.

2.2 Any work related to any Facilities occurring in the Franchise Area covered by this Franchise shall be performed by Franchisee Parties in a safe and workmanlike manner, in such a way as to minimize interference with the free flow of traffic and the access to adjacent property.

2.3 Franchisee accepts the Franchise Area in an "as is with all faults" basis with any and all patent and latent defects and is not relying on any representation or warranties, express or implied,

of any kind whatsoever from the County as to any matters concerning the Franchise Area, including, but not limited to, the physical condition of the Franchise Area; zoning status; presence and location of existing facilities; operating history; compliance of the Franchise Area with Environmental Laws or other Laws and other requirements applicable to the Franchise Area; the presence of any Hazardous Materials or wetlands, asbestos, or other environmental conditions in, on, under, over, or in proximity to the Franchise Area; the condition or existence of any of the above ground or underground structures or improvements in, on, over, or under the Franchise Area; the condition of title to the County ROW, and the leases, easements, franchises, orders, licenses, or other agreements, affecting the Franchise Area (collectively, the "Condition of the Franchise Area").

The County hereby disclaims any representation or warranty, whether expressed or implied, as to the design or Condition of the Franchise Area, its merchantability or fitness for any particular purpose, the quality of the material or the workmanship of the Franchise Area, or the conformity of any part of the Franchise Area to its intended uses. King County shall not be responsible to any Franchisee Party for any damages to any of them relating to the design, condition, quality, safety, merchantability, or fitness for any particular purpose of any part of the Franchise Area, or the conformity of any such property to its intended uses, as of the Effective Date of this Franchise. Franchisee shall notify its Contractors of King County's disclaimer. Franchisee represents and warrants to King County that neither Franchisee nor any Contractor has relied and will not rely on, and King County is not liable for or bound by, any warranties, guaranties, statements, representations, or information pertaining to the Condition of the Franchise Area or relating thereto made or furnished by King County, or any agent representing or purporting to represent King County, to whomever made or given, directly or indirectly, orally or in writing.

Section 3. Term

3.1 The initial term of this Franchise is for a period of ten (10) years (the "Initial Term") from the Effective Date, unless earlier terminated or revoked.

3.2 Franchisee may request an extension of the Initial Term, and the Director and Chief Information Officer of the Department of Information Technology, on behalf of the County, may extend the Initial Term of this Franchise for an additional period of up to fifteen (15) years, under the following circumstances:

- (A) Franchisee's request to extend the Initial Term must be in writing and submitted to the County not more than two (2) years nor less than two hundred forty(240) days prior to the expiration of the Initial Term, and
- (B) Franchisee has maintained substantial compliance with the terms and conditions of this Franchise throughout the Initial Term. The Director and Chief Information Officer of the Department of Information Technology shall have final authority to determine Franchisee's substantial compliance with the terms and conditions of this Franchise, provided that any such determination be made on an objective, non-discriminatory basis and based on record evidence fully disclosed to Franchisee.

3.3. The Initial Term will not be extended under this Section 3. unless Franchisee receives approval of an extension and the length of the extension in writing from the County within ninety (90) days of the County's receipt of Franchisee's request to extend.

3.4 If the Initial Term is not extended, and Franchisee wishes to continue to operate in the Franchise Area, Franchisee shall promptly file an application with the County for renewal of this Franchise in accordance with KCC 6.27.054. Upon receipt of such application, the County and Franchisee shall commence good faith negotiations on the terms and conditions of a franchise renewal.

If the Parties are unable to reach agreement to renew this Franchise prior to expiration of the Initial Term, then this Franchise will expire at the end of the Initial Term and Franchisee will be considered an unfranchised Utility under KCC Chapter 14.44. If Franchisee continues to use the Franchise Area for Facilities after the expiration of the Franchise, Franchisee's continued use shall be subject to the terms and conditions of the expired Franchise, including Consideration, and at the will of the County ("Holdover Period"). Said use will not constitute a renewal or extension of the Franchise and will be subject to termination by the County in its sole and absolute discretion upon sixty (60) days' written notice to Franchisee.

Section 4. County Ordinances and Regulations - Reservation of Police Power

Nothing in this Franchise shall be deemed a waiver of the County's right to exercise its police power to protect the health, safety and welfare of the public, and the County reserves all such powers.

Section 5. Eminent Domain

The Facilities are subject to the power of eminent domain in accordance with and subject to Laws. In any proceeding under eminent domain, the Franchise itself shall have no value.

Section 6. Survival

6.1 Until such time as all Facilities have been removed from the County ROW, all of the provisions, conditions, and requirements contained in the following Sections of this Franchise shall survive the expiration, revocation, forfeiture, or termination of the Franchise and any Holdover Period: (A) Section 7 (Governing Law, Stipulation of Venue, and Non-Discrimination); (B) Section 14 (Default, Revocation, and Termination); (C) Section 15 (Disputes; Remedies to Enforce Compliance; No Waiver); (D) Section 16 (Consideration and Reservation of Rights); (E) Section 18 (Hold Harmless and Indemnification); (F) Section 19 (Franchise Administration); (G) Section 20 (Insurance Requirements); (H) Section 21 (Performance Bond); (I) Section 22 (Right-of-Way Construction Permit Required); (J) Section 23 (Emergency Work); (K) Section 24 (Compliance with Laws; Performance Standards); (L) Section 25 (Restoration of County ROW); (M) Section 26 (Maps and Records); (N) Section 27 (Relocation of Facilities); (O) Section 28 (Use of Facilities by Colocators); (P) Section 30 (Hazardous Materials); (Q) Section 31 (Dangerous Conditions; Authority for County to Abate); and (R) Section 32 (Decommissioning of Facilities).

6.2 After such time as all Facilities have been removed or decommissioned in place to the County's satisfaction, only the following provisions shall survive the expiration, revocation, or

termination of the Franchise, including any Holdover Period: (A) Section 18 (Hold Harmless and Indemnification); (B) Section 19 (Franchise Administration); (C) Section 26 (Maps and Records); and (D) Section 30 (Hazardous Materials).

6.3 The following provisions shall survive and apply to any area removed from the coverage of the Franchise as the result of events including, but not limited to, full or partial termination of the Franchise, annexation or incorporation under Section 12, and reduction of the Franchise Area under Section 13: (A) Section 18 (Hold Harmless and Indemnification); (B) Section 19 (Franchise Administration); (C) Section 26 (Maps and Records); and (D) Section 30 (Hazardous Materials).

Section 7. Governing Law, Stipulation of Venue, and Non-Discrimination

7.1 This Franchise and all use of the Franchise Area granted herein shall be governed by the laws of the State of Washington without giving effect to its choice of law rules or conflicts of law provisions, unless preempted by federal law. Any action relating to the Franchise shall be brought in King County Superior Court, King County, Washington, or in the case of a federal action, in the United States District Court for the Western District of Washington at Seattle, unless an administrative agency has primary jurisdiction.

7.2 Nondiscrimination: Franchisee, its successors, and assigns, shall not discriminate on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression, or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Chapter 12.16, as now codified and as hereafter amended. Franchisee shall comply fully with all applicable federal, state, and local Laws, ordinances, executive orders, and regulations that prohibit such discrimination. These Laws include, but are not limited to, King County Charter Section 840, RCW chapter 49.60, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a Default by Franchisee of this Franchise and shall be grounds for revocation, termination, or suspension, in whole or in part, of the Franchise and may result in ineligibility for further agreements with the County.

Section 8. Severability

If any Section, sentence, clause, phrase, or provision of this Franchise or the application of such provision to any person or entity should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other Section, sentence, clause, phrase, or provision of this Franchise, nor the application of the provision at issue to any other person or entity.

Section 9. Notice and Emergency Contact

9.1 Wherever in this Franchise written notices are to be given or made, they shall be sent by electronic mail ("email") with delivery receipt requested, unless otherwise required by Laws or for service of legal process. The Parties agree to receive notices at the addresses listed below unless different addresses shall be designated in writing and delivered to the other Party. Notices shall be deemed to have been delivered according to Section 9.2.

KING COUNTY:

King County Office of Information Technology
Attn: King County Office of Cable Communications
King County Chinook Building
401 Fifth Avenue Suite 600
Seattle, Washington 98104
Email: cableoffice@kingcounty.gov
Phone: (206) 263-7880

With a mandatory electronic copy to:

King County Facilities Management Division
Email: Franchise.FMD@KingCounty.gov

HyperFiber of Washington, LLC
6000 Fairview Rd., Suite 300, Charlotte, NC 28210
Attn: Lance van der Spuy, President

And a copy sent to:

HyperFiber of Washington, LLC
822 Montgomery Ave., Suite 210
Narberth, PA 19072
Attn: Joshua Runyan, Esq.
Ph: (704) 989-3217
Email: Josh@ripplefiber.com

9.2 If a notice or communication is given by email, the notice or communication shall be deemed to have been given and received when sent. If a notice or communication is given by certified mail, the notice or communication shall be deemed to have been given and received when deposited in the United States Mail, properly addressed, with postage prepaid and return receipt requested. If a notice or communication is given by courier or personal service, it shall be deemed to have been given when delivered to and received by the Party to whom it is addressed, with the sending Party responsible to confirm delivery of such notice and to provide proof of such service if requested by the receiving Party. If a Party disputes the delivery or receipt of a notice or communication, then that Party shall bear the evidentiary burden to prove, by a preponderance of the evidence, that such notice or communication was not delivered or received or both.

9.3 Franchisee shall also provide the County a current emergency contact name (or title) and phone number available twenty-four (24) hours a day, seven (7) days a week. Franchisee shall promptly notify the County of any change in the notice address or emergency contact (or title) and phone number.

Section 10. Tariffs, Notice of Changes [Intentionally Deleted - Not Applicable]

Section 11. Amendment

This Franchise may be amended only by written agreement of the Parties, provided that, except as otherwise provided in this Franchise, such amendment shall be subject to approval by the County Council. The Director and Chief Information Officer of the Department of Information Technology is authorized to execute the following amendments on behalf of the County without prior County Council approval: changes to the Franchise Area, extension of this Franchise under Section 3.2 (Term), agreements under Section 16 (Consideration and Reservation of Rights), adjustments under Section 20 (Insurance Requirements), and minor technical corrections or updates. All other amendments to this Franchise shall be subject to County Council approval.

Section 12. Incorporation and Annexation

If the Franchise Area covered by this Franchise is incorporated into the limits of any city or town by operation of municipal incorporation or annexation, the Franchise granted herein shall terminate as to that portion of the Franchise Area that is incorporated or annexed into the corporate limits of such city or town; but this Franchise shall continue as to those portions of the Franchise Area that are not incorporated into a city or town. The County shall not be liable to Franchisee for any damages, loss, costs, or other impacts that may arise out of or relate to such annexation or incorporation.

Section 13. Vacation

13.1 Subject to Section 13.2, if all or any portion of a County ROW which is subject to this Franchise is vacated by the County, then this Franchise shall terminate with respect to the vacated portion of such County ROW. The County shall not be liable for any damages or loss to Franchisee by reason of such vacation and termination.

13.2 Whenever a County ROW or any portion thereof is vacated, the County may retain an easement in the vacated portion for the construction, repair and maintenance of public utilities and services which at the time of the vacation are specifically authorized or are physically located upon, over, under, across, or through a portion of the County ROW being vacated, but only in accordance with the provisions of RCW 36.87.140 as now existing or hereafter amended. In the event of any such vacation, the County shall notify Franchisee at least sixty (60) days prior to taking final action. Should Franchisee desire the County to retain a utility easement in the vacated County ROW, Franchisee may request that the County retain such an easement over the property at issue as a part of any proposed action taken by the County Council on the particular vacation. Should Franchisee make such a request, the County may retain said easement in the manner and to the extent allowed by law.

Section 14. Default, Revocation, and Termination

14.1 If Franchisee Defaults on any term or condition of this Franchise, the County may revoke or terminate the Franchise as provided in this Section 14 or pursue any remedy in equity or under Laws. Upon revocation or termination, all rights of the Franchisee granted by this Franchise shall cease, and the County may suspend or withdraw approval of any active ROW construction permits.

14.2 A Party asserting a Default shall give the other Party written notice of such Default, stating with specificity the events or circumstances and nature of the alleged Default. The Party receiving such notice shall have forty-five (45) days following receipt to: (1) cure the Default; or (2) demonstrate to the other Party's satisfaction that a Default does not or no longer exists; or (3) submit a plan satisfactory to the other Party to correct the Default within a reasonable time. If, at the end of the forty-five (45) day cure period, the non-defaulting Party reasonably believes that the Default is continuing and the Party allegedly in Default is not taking satisfactory corrective action to cure or correct the Default, then the non-defaulting Party may invoke any of the remedies available under this Franchise, in equity, or under Laws.

14.3 The County may, in its discretion, provide additional opportunity for Franchisee to remedy the Default and come into compliance with this Franchise so to avoid revocation or termination.

14.4 During any period in which Franchisee is in Default the County may suspend, withdraw, or decline to issue any ROW construction permits to Franchisee.

14.5 If the County, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate an Emergency or any substantial and imminent risk to public health, welfare, or safety or imminent and substantial damage to the County ROW or adjacent properties, then the County may pursue any remedies under this Franchise, in equity, or under Laws without prior notice of Default to Franchisee and without waiting for the Default cure period to expire.

14.6 If this Franchise is revoked or terminated for any reason, the County may satisfy any remaining financial obligations of Franchisee by utilizing any funds available under the performance bond required in Section 21 (Performance Bond).

Section 15. Disputes: Remedies to Enforce Compliance; No Waiver

15.1 If a dispute under this Franchise other than a Default arising under Section 14 (Default, Revocation, and Termination) arises between the County and Franchisee, it shall first be referred to the representatives that have been designated by the County and Franchisee to have oversight over the administration of this Franchise. The officers or representatives shall meet within a reasonable time not longer than thirty (30) calendar days of either Party's request for a meeting, whichever request is first, and the Parties shall make a good-faith effort to achieve resolution of the dispute. If the Parties' representatives are unable to resolve the dispute during their initial meeting, and unless further negotiations are agreed upon by the Parties, the dispute shall be referred to mediation. The Parties shall mutually select a mediator to assist them in resolving their differences. If the Parties cannot mutually select a mediator, then the County shall provide Franchisee a list of three mediators and Franchisee shall select one from the list. Any reasonable expenses incidental to mediation shall be borne equally by the Parties, provided that each Party shall bear its own legal expenses unless the mediation results in a different allocation.

If mediation fails to resolve the dispute within thirty (30) days after the matter is eligible for submission to mediation, then either Party may then pursue any remedy under this Franchise, in equity, or under Laws, provided that if the Party seeking judicial redress does not substantially

prevail in the judicial action, then it shall pay the other Party's reasonable legal fees and costs incurred in the judicial action.

15.2 Failure of the County or Franchisee to exercise any rights or remedies under this Franchise shall not constitute a waiver of any such right or remedy and shall not prevent the County or Franchisee from pursuing such right or remedy at any future time.

15.3 If the County reasonably determines that circumstances require immediate action to prevent or mitigate imminent and substantial damage or injury, then it may immediately pursue any remedy available at law or in equity without having to follow the dispute resolution procedures in this Section 15.

15.4 In addition to judicial enforcement and any remedies under this Franchise, in equity, and Laws, the Manager of the Real Estate Services Section and the Director of the Road Services Division are authorized to enforce this Franchise in accordance with the enforcement and penalty provisions of KCC Title 23.

CONSIDERATION AND RESERVATION RIGHTS

Section 16. Consideration and Reservation of Rights

16.1 Unless otherwise precluded by federal or state law, and in no case exceeding limits prescribed by applicable federal and/or state law, Franchisee agrees that the County has reserved its right to receive compensation or other consideration (“Consideration”), and which Consideration will be in exchange for the Franchisee’s right to use and occupy the County ROW and Franchise Area. The Parties agree that the County shall exercise this right by providing Franchisee with written notice to commence negotiations to amend this Franchise, which notice will describe the proposed Consideration. Within thirty (30) days from the receipt of notice from the County, the Parties shall engage in good faith negotiations for a period of sixty (60) days thereafter, in an effort to reach agreement on the amount, type, and terms of the Consideration. The sixty (60) day period for negotiations may be extended by mutual written agreement of the Parties.

16.2 If the Parties agree on the amount, type, and terms of the Consideration, then they shall amend this Franchise in accordance with Section 11; provided, however that the Director and Chief Information Officer of the Department of Information Technology is authorized on behalf of the County to execute any such amendment. If the Parties are unable to agree on the amount, type, and terms of the Consideration during the sixty (60) day negotiation period (as may be extended by mutual agreement), the County may declare such failure to agree to be an event of Default to be resolved in accordance with Section 14.2.

16.3 No Consideration payment or acceptance of any payment made shall be construed as an accord by either Party that the amount paid is in fact the correct amount, nor shall any payment or acceptance of payment be construed as a release of any claim either Party may have for further reimbursement or additional sums payable or for the performance of any other obligation under the Franchise.

16.4 Separate from the Consideration that is the subject of Section 16.1, the County reserves for itself the right to impose a Utility tax on Franchisee, if such taxing authority is granted by the State of Washington.

16.5 Separate from the Consideration that is the subject of Section 16.1, Franchisee shall pay all applicable fees as specified in King County Code to cover the County's costs in drafting, processing, and administering this Franchise and all work related thereto.

16.6 If Franchisee allows Colocators to use Facilities in the Franchise Area, then Franchisee shall make an annual revenue-sharing payment to the County in the amount of ten percent (10%) of the total amount of Franchisee's Gross Revenues derived from Colocator's use of Facilities ("Revenue-Sharing Payment"). Payment shall be made to the County on a quarterly basis, which shall be due and payable no later than thirty (30) days after the end of each calendar quarter, and shall include a summary of the financial information used to calculate the payment.

16.7 If this Franchise terminates for any reason, or if Franchisee fails to satisfy such financial obligations within forty-five (45) days following receipt of written notice describing such financial obligations together with reasonable documentation evidencing such obligations, the County reserves the right to satisfy any remaining financial obligations of Franchisee by utilizing any funds available under any performance bond required in Section 21.

16.8 In exchange for the valuable property right herein granted to Franchisee to occupy and use the County ROW, the Parties may contract for Franchisee to provide the County with reasonable in-kind services and facilities, including duct, conduit, fiber optic cable, appurtenances, or other related structures necessary for the County to access and use the County facilities for public use and benefit. Additionally, when the Franchisee is constructing, relocating, or placing Wireline Telecommunications Facilities in the County ROW, the Franchisee may, upon request of the County and as agreed by the Parties, voluntarily provide additional ducts, conduits, fiber optic cable, appurtenances, or other in-kind facilities or services, as necessary for the County to provide services for the benefit of the public.

FACILITY OWNERSHIP AND USE

Section 17. Transfer and Assignment

17.1 This Franchise may not be transferred, assigned, leased, sold, partitioned, disposed of, or otherwise subject to a change in the identity of Franchisee (each such activity, a "Transfer") in whole or in part, in any manner, without the prior written legislative approval of the County Council. If a Transfer of the Franchise is approved by the County Council, the transferee must agree to be bound by each and every provision, condition, regulation, and requirement contained in this Franchise and Franchisee shall not be relieved of any duty or obligation under this Franchise until a complete and sufficient Transfer instrument is approved and executed by the County.

17.2 In the case of an assignment of this Franchise to secure indebtedness, whether by mortgage or other security instrument, the County's consent shall not be required unless and until the secured

party elects to realize upon the collateral. Franchisee shall provide prompt, written notice to the County of any assignment to secure indebtedness.

17.3 In the event Franchisee desires to transfer ownership of Facilities, such transfer shall be arranged and accomplished consistent with a written agreement between the County and the transferee, binding the transferee to compliance with all terms and conditions applicable to the transferee's use and occupancy of the County ROW. Facilities that are out of compliance with the Road Standards may not be transferred unless and until they are brought into compliance.

17.4 Transfer of the Franchise or Facilities in violation of this Section 17 shall constitute a Default.

INDEMNIFICATION, LIABILITY, AND INSURANCE

Section 18. Hold Harmless and Indemnification

18.1 Franchisee agrees to release, indemnify, defend (at the County's option and using counsel reasonably acceptable to the County), and hold harmless all County Parties from and against any and all claims, demands, liability, suits, and judgments, including costs of defense thereof, awards, penalties, fines, costs, government orders, or other requirements, (collectively, "Claims") to the extent caused by, arising out of, incidental to, or related to the acts or omissions of Franchisee Parties or Contractors in connection with Franchisee's exercise of rights and obligations under this Franchise. This covenant of release and indemnification shall include, but not be limited to: any and all Claims arising out of the placement of Facilities; any failure by Franchisee Parties or a Contractor to complete all related Construction, Maintenance, Operations, or any work or other activities in accordance with this Franchise; and fire suppression activities during fire events. In the event it is determined that RCW 4.24.115 applies to this Franchise, Franchisee agrees to defend, hold harmless, and indemnify all County Parties to the maximum extent permitted thereunder. Provided, however, that if a Claim arises out of or relates to the concurrent negligence of the Parties, then Franchisee's duties under this Section 18.1 shall apply only to the extent of the negligence of Franchisee Parties and Contractors. This Section 18.1 shall not apply to any Claim or other matters arising out of or related to any Release of Hazardous Materials, which Releases are addressed under Section 30 of this Franchise.

18.2 In the event any County Party incurs reasonable attorneys' fees, legal expenses, or other costs to enforce the provisions of this Section 18 against Franchisee, all such fees, expenses, and costs shall be recoverable from Franchisee. The hourly rates for any award of attorneys' fees will be calculated based on the rate that would be charged for the services provided by an attorney who is in private practice, of the same expertise and experience as the prevailing party's attorney(s).

18.3 Franchisee's obligations described in 18.1 above include the duty to defend and indemnify all County Parties from any claims, demands, or suits brought by, or on behalf of, any employee, former employee, or agent of Franchisee, or any Contractor. To the extent necessary to carry out this obligation, Franchisee, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects County Parties only, under any industrial insurance act or workers' compensation law, including without limitation RCW Title 51, other workers' compensation act,

disability act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. The Parties acknowledge that this provision was mutually negotiated.

18.4 Franchisee's covenants and indemnifications provided in this Section 18 shall extend to the period of time during which Franchisee occupied the Franchise Area in a Holdover Period after expiration of the term of any preceding franchise.

18.5 The County shall give Franchisee timely written notice of any Claim covered by Franchisee's obligations under this Section 18. In the event any such Claim arises, the County or any other indemnified party shall tender the defense thereof to Franchisee and Franchisee shall have the right and duty to defend, settle, or compromise any Claim, and the County shall cooperate fully with Franchisee, provided: (A) any settlement or compromise is consistent with the terms of this Franchise; and (B) any terms or conditions of a settlement, other than the payment of money damages, that in any way obligate or affect the County shall require the County's prior approval.

18.6 The County's permitting, approval, inspection, lack of inspection, or acceptance or rejection of any Construction, Maintenance, Operations, or any work or other activities associated with this Franchise, whether pursuant to this Franchise or pursuant to any other permit or approval issued by the County in connection with Franchisee's exercise of its rights under this Franchise, shall not relieve Franchisee of any of the indemnification, defense, and hold harmless obligations contained in this Section 18.

Section 19. Franchise Administration

The County's administration of this Franchise shall not be construed to create a basis for any liability on the part of County Parties.

Section 20. Insurance Requirements

20.1 Franchisee shall procure and maintain for the duration of this Franchise (the Initial Term and any extensions of the Initial Term) and any Holdover Period thereafter, insurance against claims for injuries to persons or damage to property which may arise from, or in connection with any Construction, Maintenance, Operations, and any work or other activities contemplated by Franchisee or Contractor. Upon request of the County, Franchisee shall furnish separate certificates of insurance and policy endorsements from each Contractor as evidence of compliance with the insurance requirements of this Franchise.

20.2 Franchisee is responsible for ensuring compliance with all the insurance requirements stated herein. Failure by Franchisee or a Contractor to comply with the insurance requirements stated herein shall constitute a Default of this Franchise.

20.3 Each insurance policy shall be written on an "occurrence" basis/form; excepting insurance for professional liability (errors and omissions) and/or pollution liability. Professional liability (errors and omissions) or pollution liability required by this Franchise is acceptable on a "claims made" basis/form. If any insurance required under this Franchise is purchased on a "claims made" basis/form, the coverage provided under that insurance shall be maintained through:

(i) consecutive policy renewals for not less than three (3) years from the date of completion of the Construction, Maintenance, Operations, and any work or other activities associated with this Franchise or, if such renewals are unavailable, (ii) the purchase of a tail/extended reporting period for not less than three (3) years from the date of completion of the Construction, Maintenance, Operations, and any work or other activities associated with this Franchise. All insurance written on a “claims made” basis/form must have its policy inception or retroactive date be no later than the Effective Date of the Franchise, unless otherwise approved in writing by the County’s Risk Management Office.

20.4 Nothing contained within these insurance requirements shall be deemed to limit the scope, application, and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(ies). Nothing contained in this provision shall affect and/or alter the application of any other provision contained within this Franchise.

20.5 **Risk Assessment by Franchisee:** By requiring such minimum insurance, the County does not and shall not be deemed or construed to have assessed the risks that may be applicable to Franchisee or a Contractor under this Franchise, or in any way limit County’s potential recovery to insurance limits required hereunder. To the contrary, this Franchise’s insurance requirements may not in any way be construed as limiting any potential liability to the County or the County’s potential recovery from Franchisee or a Contractor. Franchisee and its Contractor(s) shall assess their own risks and if they deem appropriate and/or prudent, maintain greater limits and/or broader coverage.

20.6 **Minimum Scope and Limits of Insurance**

Coverage shall be at least as broad as and with limits not less than the following:

(A) General Liability:

\$5,000,000 per occurrence and \$5,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01. Such insurance shall include coverage for, but not limited to, premises liability, products- completed operations, ongoing operations, and contractual liability. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the County. Explosion & Collapse, Underground Damage (XCU) shall apply for the same limits as the General Liability coverage.

(B) Automobile Liability:

\$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CA 00 0 1 covering business auto coverage, symbol 1 “any auto”; or the appropriate coverage provided by symbols 2, 7, 8, or 9. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.

(C) Pollution Liability:

Coverage in an amount no less than \$1,000,000 per occurrence/claim and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage, to include the destruction of tangible property, loss of use, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed. If asbestos, lead or PCBs are a potential exposure, such insurance shall not exclude pollution arising out of asbestos, lead and/or PCB operations.

(D) Workers Compensation:

Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law, or the statutory requirements of the state of residency.

(E) Employers Liability or "Stop Gap":

Coverage with minimum limits of \$1,000,000 each occurrence and shall be at least as broad as the indemnification protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

20.7 Minimum Limits of Insurance - Construction Period: Prior to commencement of Construction and until Construction is complete and approved by the Parties, Franchisee shall cause its Contractor(s) to procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the activities related to this Franchise. Franchisee, the County, and the County's elected and appointed officials, employees, and agents shall be named as additional insured, for full coverage and policy limits, on liability policies except Workers' Compensation and Professional Liability.

The County is not responsible for payment of the cost of such insurance. Franchisee's Contractor(s) shall maintain coverage and limits no less than the following:

(A) Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01. Such insurance shall include coverage for, but not limited to, premises liability, Products-Completed Operations, ongoing operations, and contractual liability. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for County. Explosion & Collapse, Underground Damage (XCU) shall apply for the same limits as the General Liability coverage.

(B) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CA 00 01 covering business auto coverage, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.

(C) Professional Liability (Errors & Omissions): In the event that services delivered pursuant to this Franchise either directly or indirectly involve or require professional services, Professional Liability (Errors & Omissions) coverage shall be provided with minimum limits of \$1,000,000, per claim and in the aggregate.

(D) Contractor's Pollution Liability Coverage: Coverage in an amount no less than \$1,000,000 per occurrence/claim and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage, to include the destruction of tangible property, loss of use, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed. If asbestos, lead, or PCBs are a potential exposure, such insurance shall not exclude pollution arising out of asbestos, lead and/or PCB operations.

(E) Workers' Compensation: Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law, or the statutory requirements of the state of residency.

(F) Employers Liability or "Stop Gap": Coverage with minimum limits of \$1,000,000 each occurrence and shall be at least as broad as the indemnification provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

20.8 Deductibles and Self-Insured Retentions: Any deductible and/or self-insured retention of the policy(s) shall not in any way limit County's right to coverage under the required insurance, or to Franchisee's or any Contractor's liability to the County, and shall in all instances be the sole responsibility of Franchisee and its Contractor(s), even if no claim has actually been made or asserted against Franchisee or Contractor(s).

20.9 Other Insurance Provisions: The insurance policies required in this Franchise shall contain, or be endorsed to contain, the following provisions:

(A) All Liability Policies except Professional Liability (Errors and Omissions) and Workers Compensation.

1. The County and its elected and appointed officials, agents, and employees shall be covered as additional insured, for full coverage and policy limits, as respects liability arising out of ongoing and completed work, or other activities performed by or on behalf of Franchisee or its agents, representatives, employees, or Contractor(s) in connection with this Franchise. Additional insured status shall include Products-Completed Operations.

(B) With respect to all liability policies (except Workers Compensation):

1. Coverage shall be primary insurance as respects the County, its officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officials, employees, or agents shall not contribute with the Franchisee's or any Contractor's insurance or benefit the Franchisee or Contractor, or their respective insurers in any way.

2. Insurance shall expressly state that it applies separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(C) **All Policies:** Coverage shall not be suspended, voided, canceled, or materially changed until after thirty (30) days' prior written notice has been given to the County. In the event of said cancellation or intent not to renew, Franchisee shall obtain and furnish to the County evidence of replacement insurance policies meeting the requirements of this Section 20 by the cancellation date. Failure to provide proof of insurance could result in revocation or termination of the Franchise.

20.10 Acceptability of Insurers: Unless otherwise approved by the County, insurance is to be placed with insurers with an A.M. Best rating of no less than A:VII, or, if not rated with A.M. Best, with minimum surpluses the equivalent of A.M. Best surplus size VIII. Professional Liability, Errors, and Omissions insurance may be placed with insurers with an A.M. Best rating of B:VII. Any exception must be approved by the County's Office of Risk Management Services. If, at any time, the foregoing policies shall fail to meet the above requirements, Franchisee shall promptly obtain a new policy, and shall submit the same, with appropriate certificates and endorsements, to the County.

20.11 Verification of Coverage: Prior to the execution of this Franchise, Franchisee shall furnish the County with certificates of insurance and endorsements certifying the issuance of all insurance required by this Franchise. All evidence of insurance shall be signed by a properly authorized officer, agent, general agent or qualified representative of the insurer(s), shall set forth the name of the insured(s), the type and amount of insurance, the location and operations to which the insurance applies, the inception and expiration dates, and shall specify the form number of any endorsements issued to satisfy this Franchise's insurance requirements.

Upon request of the County, and within five (5) business days, Franchisee must provide copies of any renewal certificates of insurance and endorsements. In the event of a claim, Franchisee must provide complete copies of all required insurance policies, which may be redacted of confidential or proprietary information.

The County's receipt or acceptance of Franchisee's or its Contractor's evidence of insurance at any time without comment or objection, or the County's failure to request certified copies of such insurance, does not waive, alter, modify, or invalidate any of the insurance requirements set forth in this Section 20 or, consequently, constitute County's acceptance of the adequacy of Franchisee's or any Contractor's insurance or preclude or prevent any action by County against Franchisee for breach of the requirements of this Section 20.

20.12 Contractors: Franchisee shall include all Contractors as insured under its policies or, alternatively, Franchisee must require each of its Contractors to procure and maintain appropriate and reasonable insurance coverage and insurance limits to cover each of the Contractor's liabilities given the scope of work and the services being provided herein. All liability insurance policies (except Professional Liability and Workers Compensation) provided by the Contractor(s) must name the County and its elected and appointed officials, employees, and agents as additional insured, for full coverage and policy limits. Franchisee is obligated to require and verify that all Contractors maintain insurance and ensure that the County is covered as additional insured. Upon

request by the County, and within five (5) business days, Franchisee must provide evidence of Contractor(s) Insurance coverage (including endorsements).

20.13 Insurance Review: In consideration of the duration of this Franchise, the Parties agree that the Insurance Section herein, at the discretion of the County Risk Manager, may be reviewed and reasonably adjusted with each amendment and within ninety (90) days of the end of the first five (5) year period of the term of this Franchise and the end of each successive five (5) year period thereafter. Any adjustments made as determined by the County Risk Manager, shall be in accordance with reasonably prudent risk management practices and insurance industry standards and shall be effective on the first day of each successive five (5) year period.

Adjustment, if any, in insurance premium(s) shall be the responsibility of Franchisee. Any failure by the County to exercise the right to review and adjust at any of the aforementioned timings shall not constitute a waiver of future review and adjustment timings.

20.14 Franchisee shall furnish the County with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of Franchisee or its Contractor(s) before commencement of any Construction, Maintenance, Operations, or any work or any other activities associated with this Franchise.

20.15 In satisfaction of the insurance requirements set forth in this Section 20, Franchisee may maintain a fully-funded self-insurance program for its liability exposures in this Franchise, which is consistent with good utility practice. Franchisee agrees to provide the County with at least thirty (30) days' prior written notice of any material change in Franchisee's self-funded insurance program and will provide a letter of self-insurance as adequate proof of coverage. If Franchisee decides to no longer maintain a self-insurance program for its liabilities, Franchisee must promptly notify the County and provide certificates of insurance and corresponding endorsements evidencing the insurance requirements in this Franchise have been satisfied.

Section 21. Performance Bond

If the County deems as necessary, the Franchisee shall, on or before the Effective Date of this Franchise, or during the term of this Franchise [if a performance bond was not previously required], furnish a bond executed by Franchisee with a corporate surety authorized to do surety business in the State of Washington, with an AM Best's rating of an A: XII in the amount determined suitable by the County to ensure the faithful performance of Franchisee's obligations under this Franchise. The bond shall stipulate that Franchisee shall comply with all of Franchisee's obligations under this Franchise. Franchisee shall pay all premiums or costs associated with maintaining the performance bond and shall keep the same in full force and effect at all times during the term of this Franchise and any extension thereof. If Franchisee fails to provide or maintain the bond, then the County may require Franchisee to substitute an equivalent cash deposit in lieu of the bond. With written notice the County, in its sole discretion, may allow Franchisee to cancel this performance bond. Nothing in this agreement shall compel the County to cancel this bond.

WORKING IN THE RIGHT OF WAY

Section 22. Right-of-Way Construction Permit Required

22.1 Franchisee Parties shall not commence any Construction or Maintenance work within the Franchise Area until an applicable construction permit authorizing such work has been issued pursuant to KCC 14.44, except as provided in Section 23 of this Franchise. Applications for construction permits shall be presented to the King County Real Estate Services Section (“RES”) along with such detailed design and Construction plans and documents, studies, and reports as are required by RES. Franchisee shall provide a bond if required by the County (in a form approved by the County) prior to permit issuance. Any bond(s) required under this Section 22 shall be separate from any performance bond required under Section 21.

22.2 Any and all work performed by Franchisee Parties or on behalf of Franchisee pursuant to this Franchise shall be performed in accordance with all County standards applicable at the time of such work, including but not limited to the King County Comprehensive Plan, the King County Regulations for Accommodation of Public Utilities on County ROW, the Road Standards, the County approved plans and specifications for the work, and the terms and conditions of any ROW construction permit and other permits or approvals required under the King County Code. All Facilities and all Construction or Maintenance shall be the responsibility of Franchisee and the County hereby disclaims any duty or obligation regarding the same. All permits for Construction or Maintenance shall be applied for and issued in the name of Franchisee, and Franchisee shall be responsible for all work done under the permit, regardless of who performs the work.

22.3 Franchisee Parties and Contractors shall comply with any and all conditions contained in applicable permits or approvals.

Section 23. Emergency Work

23.1. If Facilities become damaged or nonoperational such that an Emergency is presented, or if Franchisee or any Contractor carries out Construction or Maintenance in a manner that creates an Emergency, then Franchisee shall immediately take such measures as are reasonably necessary to repair the Facilities at issue or to remedy the Emergency. In the event of an Emergency as described above, Franchisee may take corrective action immediately, without first applying for or obtaining an ROW construction permit. However, the need to take immediate corrective action shall not relieve Franchisee from its obligation to notify the County and to obtain an ROW construction permit or any other permits necessary for the corrective actions. In the event of any Emergency, whether described in this Section 23 or otherwise, Franchisee shall, upon discovery of the Emergency, immediately notify the County of the Emergency via email to both the Road Services Division (KCUIU@kingcounty.gov) and the Real Estate Services Section (Res.permits@kingcounty.gov), with a copy to the KCIT Cable Office (CableOffice@kingcounty.gov). ROW construction permit applications must be submitted as soon as reasonably feasible, yet no later than one (1) full working day after Franchisee discovers the Emergency. In the event of a dispute, Franchisee shall bear the burden to prove (i) that the County received such notice and (ii) when the County received such notice.

23.2 If the County discovers or is alerted by a third party of an Emergency involving the Facilities, the County will first make a good faith effort, considering the urgency of the circumstances, to contact Franchisee to allow Franchisee to remedy the Emergency. If the County

is unable to contact Franchisee or Franchisee is unable to remedy the Emergency in a timely manner, the County may take corrective action, and Franchisee shall reimburse the County for any and all documented direct costs and expenses incurred by the County. Such costs and expenses shall include, but not be limited to Franchisee's proportionate share of the costs of County personnel assigned to review emergency corrective action plans or to oversee or engage in any corrective action as a result of the Emergency.

Section 24. Compliance with Laws; Performance Standards

24.1 Franchisee Parties shall at all times comply with all Laws including Environmental Laws, any applicable Washington Utilities and Transportation Committee (“WUTC”) settlement agreements, and Utility standards including, but not limited to, the County’s Comprehensive Plan, zoning code, and any development regulations that are applicable to any and all work or other activities performed by Franchisee Parties pursuant to or under authority of this Franchise.

24.2 Construction or Maintenance shall not unreasonably impede: (A) public use of the County ROW or associated road(s) for vehicular and pedestrian transportation; (B) construction or maintenance activities by other authorized users of the Franchise Area or County ROW, or access to or use of their facilities; (C) the operation, maintenance, or improvement by the County of any County ROW, or other public property impacted by the Construction or Maintenance; or (D) the use of the Franchise Area or County ROW for other governmental purposes. Construction or Maintenance shall comply with all permit conditions or other requirements.

24.3 During any periods of Construction or Maintenance, Franchisee Parties shall at all times post and maintain proper barricades and comply with all applicable safety regulations as required by Laws, including, but not limited to RCW 39.04.180 for the construction of trench safety systems.

24.4 Before a Franchisee Party commences any work under this Franchise which may disturb any existing monuments or markers relating to subdivisions, plats, roads, or surveys, the Franchisee Party shall have a Washington State Professional Land Surveyor locate and reference all such monuments and markers consistent with RCW 58.09.130 and a permit shall be obtained (if required) from the Washington State Department of Natural Resources prior to the commencement of work pursuant to WAC 332-120. The replacement of all such monuments or markers disturbed by a Franchisee Party shall be the responsibility of Franchisee, at no cost to the County.

24.5 If a Franchisee Party plans to make excavations in the Franchise Area, Franchisee shall, upon receipt of a written request to do so, provide an opportunity for the County and/or other authorized users of the applicable County ROW to participate in such excavation, and shall coordinate such participation with the County or any such other authorized users; provided that, Franchisee need not permit the County or any other party to participate in an excavation if any of the following are true, in the reasonable judgment of the County Road Engineer, in consultation with Franchisee:

- (A) such joint excavation would unreasonably delay the performance of Franchisee’s work; or

- (B) despite good-faith efforts, the parties involved are unable to agree upon reasonable terms and conditions for accomplishing such joint excavation; or
- (C) valid safety reasons exist for denying a request for such joint excavation or installation of proposed facilities of another party would be in conflict with the best practices employed by Franchisee; or
- (D) the excavation is for the purpose of an Emergency consistent with Section 23 of this Franchise.

24.6 Franchisee shall maintain all Facilities in a good state of repair. Franchisee shall, at no expense to the County, promptly repair Facilities, including all appurtenant facilities and service lines connecting Franchisee's system to users, if the repair is required by the County for any reasonable purpose.

24.7 Franchisee shall maintain a reasonably clear area, not less than five (5) feet, around all Facilities permitted and installed above ground so they will be clearly visible for purposes of County operations and maintenance. If Franchisee intends to use chemical sprays to control or kill weeds and brush, then Franchisee must first obtain an ROW construction permit. The County may limit or restrict the types, amounts, and timing of application if a significant negative impact on the aesthetics or environment of the area is anticipated, provided such limitations or restrictions are not in conflict with State law governing utility ROW maintenance and the King County Code related to sensitive areas.

Section 25. Restoration of the County ROW

Promptly after completing any work within the County ROW, including, but not limited to, any Construction, Franchisee shall, at no cost to the County, restore the surface of the County ROW and any adjacent areas directly affected by a Franchisee Party's work to as good or better condition as such areas were in immediately prior to the commencement of such work, consistent with the County's regulations for accommodation of utilities on county road rights-of-way, adopted in KCC 14.44.060, and any restoration conditions contained in applicable permits or approvals. The County Road Engineer shall have final authority to determine the adequacy of the restoration performed in accordance with the requirements set forth herein.

Section 26. Maps and Records

26.1 Franchisee shall maintain accurate records to document activities performed pursuant to this Franchise for six (6) years following the expiration, revocation, or termination of this Franchise, or any Holdover Period, whichever is later. Required records include the following:

- (A) records of Construction, Maintenance, Operation, inspections, and regulatory compliance for all Facilities subject to this Franchise; and,

(B) as-built plans or, when as-built plans are not available, 100% design drawings as modified following construction, maps, GPS charts, and any other records depicting the final locations and conditions of Facilities (“As-Built Plans”).

26.2 The County shall have the right to review such records or to request copies of such records, which Franchisee shall provide at no cost to the County. If a discrepancy is discovered in its As-Built Plans, Franchisee shall update its records to correct the discrepancy. With respect to any excavations within the Franchise Area undertaken by or on behalf of Franchisee or the County, nothing herein is intended (nor shall be construed) to relieve either Party of its obligations under RCW 19.122 with respect to determining the location of utility facilities.

26.3 If Franchisee considers any portion of its records provided to the County to be protected from disclosure under law, Franchisee shall clearly identify any specific information that it claims to be confidential or proprietary and the basis for such claim. If the County receives a request under the Public Records Act, RCW 42.56 (“PRA”), to inspect or copy the information so identified by Franchisee and the County determines that release of the information is required by the PRA or is otherwise appropriate, the County's sole obligations shall be to notify Franchisee in writing (A) of the request and (B) of the date that such information will be released to the requestor unless Franchisee obtains a court order to enjoin disclosure under RCW 42.56.540. The County shall provide Franchisee with such notice at least ten (10) days prior to the date that such information will be released. If Franchisee fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has, and by this Section 26.3 assumes, no obligation on behalf of Franchisee to claim or make any exemption from disclosure under the PRA. The County shall not be liable to Franchisee for releasing records not clearly identified by Franchisee as confidential or proprietary. The County shall not be liable to Franchisee for any records that the County releases in compliance with this Section 26.3 or in compliance with an order of a court of competent jurisdiction.

Section 27. Relocation of Facilities

27.1 Franchisee shall be responsible, at no expense to the County, to repair, remove, relocate, or adjust all Facilities if such, repair, removal, relocation, or adjustment is required by the County for any purpose.

27.2 If an Emergency requires the relocation of Facilities, the County shall give Franchisee notice of the Emergency as soon as reasonably practicable. Upon receipt of such notice from the County, Franchisee shall respond as soon as reasonably practicable to relocate the affected Facilities.

27.3 Upon request by the County and in order to facilitate the design and construction of any County improvements in the Franchise Area or County ROW, Franchisee shall locate and, if the County deems it reasonably necessary, excavate and expose, at Franchisee’s sole cost and expense, Facilities for inspection by the County; provided that Franchisee shall not be required to excavate and expose Facilities for inspection unless the County Road Engineer reasonably determines that Franchisee's record plans and record drawings are inadequate for the County's planning purposes. The decision to require relocation of any Facilities in order to accommodate County improvements shall be made by the County Road Engineer in their sole and absolute discretion upon review of the location and construction of Facilities.

27.4 In the event a condition or requirement imposed by the County upon any person or entity other than County Parties (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals for permits for zoning, land use, construction, or development) reasonably necessitates adjustment, modification, relocation, or removal of any Facilities, then Franchisee shall adjust, modify, relocate, or remove such Facilities to accommodate such condition or requirement imposed by the County, at no cost to the County; provided that nothing in this Franchise is intended or shall be construed to prohibit Franchisee from assessing on such other person or entity the costs of adjustment, modification, relocation or removal as a condition of such action pursuant to this Section 27.

27.5 If the County determines that a County capital improvement project necessitates adjustment, modification, relocation, or removal of Facilities, then:

(A) The County shall provide Franchisee reasonable written notice consistent with Section 27.5(B) of this Franchise prior to the commencement of the construction phase of the County project at issue; PROVIDED, that under the following circumstances the County need only provide the Franchisee with written notice as soon as may be reasonably practicable: (a) in the event of an Emergency; (b) in the event of an Emergency beyond the control of the County and which will result in adverse financial consequences to the County; or (c) where the need to relocate the Facilities could not reasonably have been anticipated by the County.

(B) The County shall provide Franchisee with copies of pertinent portions of the plans and specifications for the County project as well as any proposed new location for the Facilities at least ninety (90) days prior to the commencement of the construction phase of the County project to enable Franchisee to promptly relocate such Facilities.

(C) After receipt of such notice and such plans and specifications, unless the Parties agree otherwise, Franchisee shall complete relocation of Facilities within the County ROW at least ten (10) days prior to commencement of the construction phase of the County project at no charge, cost, or expense to the County. In the event of an Emergency, Franchisee shall relocate the Facilities at issue within a time period reasonably specified by the County Road Engineer.

(D) If Franchisee determines that relocation cannot reasonably be completed within the time period provided by the County, Franchisee shall propose a revised schedule to the County for completion of such relocation work. If the County and Franchisee agree upon a schedule to relocate Facilities, Franchisee shall complete the relocation of Facilities in accordance with the agreed upon schedule. If the County and Franchisee are unable to agree upon a relocation schedule, Franchisee shall relocate Facilities according to a schedule reasonably established by the County.

(E) Unless the Parties agree otherwise, if Franchisee fails to complete adjustment, modification, relocation, or removal of Facilities within the time prescribed and to the County's satisfaction, the County may cause such work to be done and bill the cost of the work to Franchisee. Franchisee shall remit payment to the County within thirty (30) days of receipt of an itemized list of associated costs.

(F) Franchisee shall also be responsible for ensuring that all Colocator facilities are relocated contemporaneously with Facilities. If relocation of Facilities, including Colocator facilities is not completed in a timely fashion pursuant to this Section 27.5, Franchisee shall bear any and all relocation and delay costs incurred by the County, except for the duration of a Force Majeure event. Force Majeure shall mean landslides, earthquakes, lightning, fires, hurricanes, volcanic activity, storms, floods, civil disturbances, acts of terrorism, or other similar events which are not reasonably within the control of the Parties.

27.6 When the County or its contractor provides notice to Franchisee, in accordance with RCW Chapter 19.122, of its intent to excavate in the Franchise Area or County ROW, Franchisee shall, at no expense to the County, provide the County or its contractor the best information available from Franchisee's records or, where reasonable, from the use of locating equipment as to the location of Facilities, as well as to the location of facilities connected to its system that are in the Franchise Area and that Franchisee does not own, including appurtenant facilities and service lines connecting its system to users. Franchisee shall mark the surface where surface marking would reasonably be of use in the excavation. If Franchisee fails to make good faith efforts to provide the information required in this Section 27.6 within the deadlines provided by RCW Chapter 19.122, Franchisee shall defend, indemnify, and hold the County harmless for all claims and reasonable costs that result from damage to Facilities or other connected facilities if the damage occurs as a result of Franchisee's failure to provide the information. Nothing in this Section 27.6 is intended or shall be construed to create any rights in any third party or to form the basis for any obligation or liability on the part of the County or Franchisee toward any third party, nor is anything in this Section 27.6 intended or to be construed to alter the rights and responsibilities of the Parties under RCW Chapter 19.122, as amended.

27.7 Nothing in this Franchise shall prevent Franchisee from imposing reasonable terms when responding to a request for relocation of any Facilities by any person or entity other than the County, where the facilities to be constructed by said person or entity are not or will not become County-owned, operated or maintained facilities and the relocation is not subject to the provisions of Section 27.4.

Section 28. Use of Facilities by Colocators; Third-Party Facilities

28.1 Franchisee may contract for use of Facilities in the Franchise Area by a Colocator with prior written consent of the County, which consent will not be unreasonably withheld. Use of Facilities by a Colocator shall be conditioned on the following: 1) the Facilities must be in compliance with the Road Standards; and 2) the Colocator must have a valid franchise, ROW Use Agreement, or other County authorization for use of the County ROW. Franchisee shall require any Colocator requesting use of Facilities to provide documentation of County authorization to occupy the County ROW. In the event a Colocator does not provide such documentation, Franchisee shall notify the County of the Colocator's request and shall suspend processing such request until documentation of County authorization is provided. In addition, Franchisee shall be responsible for requiring all Colocators to comply with all applicable provisions of this Franchise. Franchisee shall not allow a third party other than a Colocator to use Facilities.

28.2 Transfer of ownership of any Facilities to a Colocator shall be subject to the County’s prior written consent, such consent not to be unreasonably withheld, and a written agreement between the County and the Colocator, binding the Colocator to compliance with all applicable terms and conditions of this Franchise.

28.3 In the event Franchisee allows Colocators to utilize Facilities in the future, then Franchisee shall provide the County with a list of all Colocators using Facilities in the County ROW. Such list shall be submitted to the County annually, by January 31st throughout the term of this Franchise and any extension thereof.

28.4 Transfer of this Franchise or use of Facilities in violation of this Section 28 shall constitute a Default of the Franchise.

28.5 If Franchisee performs work or repairs on Colocator-owned or other third-party-owned facilities located in the County ROW and connected to Franchisee’s own Facilities, then Franchisee shall comply with the terms and conditions of this Franchise.

Section 29. Roadside Management Program

29.1 Within **ninety (90) days** following the Effective Date, Franchisee shall submit a Roadside Management Assessment (“RMA”) to the County which includes an assessment of whether its Facilities are all located underground, or, if some or all of its facilities are located above-ground, and whether the Facilities comply with the Road Standards, including but not limited to Section 5.10, Roadside Obstacles. If, after preparing the RMA, Franchisee concludes that all Facilities are located underground (or, if it has Facilities located above-ground, Franchisee concludes that those Facilities comply with the Road Standards), then Franchisee shall certify this finding in an RMA to the County Road Engineer.

29.2 If after completing an RMA Franchisee concludes that it has above-ground Facilities that are not in compliance with the Road Standards, then Franchisee shall carry out a program acceptable to the County for Franchisee, at its sole cost and expense, to remove or relocate its non-compliant Facilities to bring them into compliance with the Road Standards. Franchisee shall submit a Roadside Management Program to the County within one hundred twenty (120) days following the Effective Date. Once Franchisee’s RMP is approved by the County, then Franchisee shall schedule and carry out the RMP in cooperation with the County. Franchisee shall submit an annual Roadside Management Program Work Plan identifying specific remediation project to be accomplished during that year and an annual Roadside Management Program Work Report, showing the progress of remediation projects accomplished during the preceding year. The RMP Work Plan and the RMP Work Report shall both be due to the County by January 31st of every year of this Franchise, until such time that all Facilities identified in the plan have been remediated and brought into compliance with the Road Standards.

29.3 If Franchisee installs or acquires above-ground Facilities at any time after Franchisee has previously certified that all its Facilities were located underground, then Franchisee must immediately update its RMA described in Section 29.1 as to whether the above-ground Facilities comply with the Road Standards and submit the updated RMA to the County Road Engineer. If Franchisee concludes that the above-ground Facilities comply with the Road Standards, then Franchisee shall so certify to the County as required under Section 29.1. If Franchisee determines

that the above-ground Facilities do not comply with the Road Standards, then Franchisee shall carry out a remediation program consistent with Section 29.2.

Section 30. Hazardous Materials

30.1 Franchisee may use Authorized Hazardous Materials in the Franchise Area; provided that Franchisee's use of Authorized Hazardous Materials in the Franchise Area shall at all times be undertaken in strict compliance with all Environmental Laws. Franchisee and Contractors shall not cause or contribute to a Release, in any manner, through act or omission.

30.2 If a Release occurs or if Franchisee or a Contractor discovers any Hazardous Material(s), then Franchisee shall immediately or as soon thereafter as reasonably possible (but in no event later than the next business day) provide written notice of the Release or Hazardous Material(s) to the County by email to the Real Estate Services Section (RES.permits@kingcounty.gov), and the Road Services Division (KCUIU@kingcounty.gov), with a copy to the KCIT Cable Office (CableOffice@kingcounty.gov), and provide notice to any affected property owner, and if required by Environmental Laws, to the Washington State Department of Ecology and other government entities.

30.3 The County shall not be liable to Franchisee or a Contractor for any damages, costs, losses, expenses, penalties, or liabilities arising out of or connected with a Release under Franchisee's exercise of this Franchise and Franchisee hereby releases the County from any such claims. Franchisee shall be responsible, at no cost to the County, for promptly remediating any and all Releases within the Franchise Area, during any time period in which Franchisee had Facilities within the Franchise Area. Franchisee is also responsible for remediating any Releases that migrated from the Franchise Area to property outside the Franchise Area. At a minimum, Releases shall be remediated to the applicable cleanup standards under Environmental Laws that will allow for unrestricted use of the Franchise Area, or adjacent property with no environmental covenant or other deed restriction required to be recorded. The County shall review and approve of any remediation plan prior to implementation; however, Franchisee shall be entitled to respond immediately to an Emergency without prior approval from County, including but not limited to taking actions necessary to prevent the Release from migrating, leaching, or otherwise spreading, and taking actions necessary to respond to any immediate obligations imposed on Franchisee by Environmental Laws. Franchisee shall cooperate in any environmental investigations conducted by or at the direction of the County or any state, federal, or local agency with jurisdiction where there is evidence of contamination in the Franchise Area, or where otherwise incidental to Franchisee's exercise of this Franchise, or where the County is directed to conduct such investigation by an agency or agencies having jurisdiction. Franchisee shall, at its sole cost and expense, timely prepare and submit any reports or communications relating to any remediation actions as required by Environmental Laws. Franchisee shall provide the County with copies of all reports, sampling data, and communications to and from government entities concerning Franchisee's remediation actions taken under this Section 30.3.

Notwithstanding Franchisee's obligation to completely remediate the Franchise Area and any property outside the Franchise Area to which a Release migrated, in the event of any Release, the

County may, in the interest of protecting the health, safety, welfare, and property of the public, immediately take whatever actions it deems necessary or advisable, in its sole discretion, to investigate, contain, or otherwise remediate the Release at issue. The County shall be entitled to reimbursement from Franchisee of any and all costs and expenses incurred by the County under this Section 30.3. Franchisee's reimbursement shall be due upon receipt of the County's invoice for such costs and expenses.

30.4 Franchisee shall address all Hazardous Materials encountered in conducting actions authorized under this Franchise in full compliance with Environmental Laws, including but not limited to the excavation, stockpiling, transportation, and disposal of those materials, at no cost to the County. The County shall not be liable for any damages, costs, losses, expenses, penalties, or liabilities arising out of or connected with the presence of Hazardous Materials and Franchisee hereby releases the County from any such claims. Franchisee shall conduct actions in the Franchisee Area in a manner that does not cause migration or other exacerbation of the Hazardous Materials. Before carrying out activities that might disturb Hazardous Materials, Franchisee shall contact the County regarding the proposed activity. The County reserves the right to propose alternatives to Franchisee that would not require Franchisee to disturb the Hazardous Materials. Franchisee is not required to remove or otherwise remediate any Hazardous Materials except to the extent necessary to conduct actions authorized under this Franchise or to the extent necessary to remediate any migration or other exacerbation of Hazardous Materials caused by Franchisee. Franchisee shall at no cost to the County, timely prepare and submit any reports or communications required by Environmental Laws concerning any actions under this Section 30.4, and Franchisee shall provide the County with copies of such reports or communications. Franchisee shall also provide the County documentation or other information concerning Franchisee's actions concerning Hazardous Materials that is not submitted to government entities. Nothing in this Franchise shall be construed as limiting Franchisee's ability to pursue the recovery of remedial action costs incurred for excavation, stockpiling, transportation, and disposal of Hazardous Materials from parties other than County Parties.

30.5 Franchisee hereby releases each County Party from, and shall indemnify, defend (at the County's option and using counsel acceptable to the County), and hold each County Party harmless from and against, any and all claims, liabilities, lawsuits, actions, judgments, awards, penalties, administrative proceedings, government orders, fines, expenses, costs (including but not limited to removal, remedial action, or other costs recoverable under CERCLA or MTCA), any and all other requirements, charges, interest, fees, or oversight costs, and all other damages (including, but not limited to, reasonable attorneys' fees and costs) (collectively, "Environmental Claims") incurred or suffered by the County or any County Party and arising out of or related to: (A) any Release within the Franchise Area, including Releases that may migrate from the Franchise Area to property outside the Franchise Area; (B) the acts or omissions of Franchisee or Contractors under this Franchise; and (C) costs of compliance incurred in connection with any Environmental Claim, investigation or other action under Environmental Laws pursuant to Franchisee's exercise of this Franchise.

30.6 If any County Party incurs attorneys' fees, legal expenses, or other costs to enforce the provisions of this Section 30 against Franchisee or a Contractor, then all such fees, expenses, and costs shall be recoverable from Franchisee to the extent County Parties prevail in such action. The hourly rates for any award of attorneys' fees will be calculated based on the rate that would be

charged for the services provided by an attorney who is in private practice, of the same expertise and experience as the prevailing party's attorney(s).

30.7 The Parties specifically and expressly agree that, solely to the extent required to enforce the release, indemnification, defense, and hold harmless obligations contained in this Section 30, Franchisee waives its immunity under RCW Title 51 as to County Parties; provided, however, the foregoing waiver shall not in any way preclude Franchisee from raising such immunity as a defense against any claim brought against Franchisee by any of its employees. This waiver has been mutually negotiated by the Parties.

30.8 All Claims involving Hazardous Material shall be subject to this Section 30 and not the indemnity and liability provisions of Section 18 (Hold Harmless and Indemnification). This Section 30 provides the Parties' exclusive contractual remedies as to Hazardous Materials but does not limit and shall not be deemed to affect the County's statutory rights of recovery or its common law causes of action.

Section 31. Dangerous Conditions; Authority for County to Abate

31.1 Whenever Franchisee's Construction, Operation, Maintenance, or abandonment of Facilities has caused or contributed to a condition that, in the reasonable opinion of the County Road Engineer, substantially impairs the lateral support of the adjoining road or public or private property, or endangers the public, an adjoining public place, road facilities, County property or private property, the County Road Engineer may direct Franchisee to remedy the condition or danger to the satisfaction of the County Road Engineer, within a specified period of time and at no expense to the County.

31.2 In the event that Franchisee fails or refuses to promptly take the actions directed by the County Road Engineer or fails to fully comply with such directions, the County may take actions that are reasonably necessary to protect the public, the adjacent roads, road facilities, or to maintain the lateral support thereof, or actions necessary to ensure the public safety, and Franchisee shall be liable to the County for the costs thereof.

31.3 This Section 31 does not affect the Parties' rights and obligations regarding Emergencies under Section 23.

Section 32. Decommissioning of Facilities

32.1 If Franchisee wishes to cease Operation and decommission in place any portion of Facilities, Franchisee shall provide a written decommissioning request ("Request") to the County a minimum of **ninety (90) days** prior to the date Franchisee intends to decommission Facilities. Unless such Request is part of an application for a Franchise Area, construction permit, the Franchisee shall deliver the Request in accordance with Section 9, to the attention of the County Road Engineer and the County contact listed in Section 9.1. Franchisee's Request shall specify which Facilities it wishes to decommission in place along with an acknowledgment that Franchisee will maintain ownership and responsibility of decommissioned Facilities in perpetuity.

32.2 The County will review the Request and assess whether decommissioning in place will pose a hazard to the public use of the Franchise Area. If the County determines that the Request

will pose a hazard to the public use of Franchise Area, the County may deny the Request or alternatively may approve the Request with terms and conditions that Franchisee must meet to ensure that the decommissioned Facilities will not pose a hazard to the public use of Franchise Area.

32.3 If the County approves Franchisee's Request, Franchisee shall continue to own and be responsible for all decommissioned Facilities.

32.4 If the County denies Franchisee's Request in whole or in part, or if Franchisee refuses to accept terms and conditions imposed to ensure that the decommissioned Facilities will not pose a hazard to the public use of Franchise Area, then Franchisee may not decommission in place the subject Facilities.

32.5 If Franchisee decommissions Facilities after the County has denied its Request, or if Franchisee fails to satisfy any terms and conditions imposed to ensure that the decommissioned Facilities will not pose a hazard to the public use of the Franchise Area, then Franchisee shall be deemed to have decommissioned Facilities without authorization. In the event of any unauthorized decommissioning of any portion of Facilities by Franchisee, the County may, at its election, and in addition to any other remedies or enforcement options available to the County under this Franchise, at law or in equity, remove all or any portion of the decommissioned Facilities on behalf of Franchisee and restore the Franchise Area following such removal. If the County chooses to remove Facilities and restore the Franchise Area on Franchisee's behalf, then the County may dispose of the removed Facilities in any manner it deems fit, and Franchisee shall reimburse the County for all costs and expenses incurred by the County in performing such removal and restoration activities.

32.6 Within **ninety (90) days** of the end of the term of this Franchise, including any extension, renewal, or termination thereof, Franchisee shall provide a Request to the County pursuant to Section 32.1 if Franchisee wishes to decommission in place any of its Facilities. The Request and the Parties' associated obligations and rights shall be subject to the provisions of Sections 32.1 through 32.5. If Franchisee fails to provide such Request within **ninety (90) days**, Franchisee shall be deemed to have decommissioned in place its Facilities without authorization, and the County shall have the remedies available to it under Section 32.5 in addition to any other remedies or enforcement options available under the Franchise, at law or in equity.

32.7 For purposes of this Franchise, decommissioning includes failure by Franchisee to use any portion of Facilities for twelve (12) consecutive months. Use by Colocators or other third parties shall not constitute "use" for purposes of determining whether decommissioning has occurred under this Section 32.

32.8 If Franchisee does not intend to continue use of any Facilities which are occupied by a Colocator, and Franchisee desires to transfer ownership of Facilities to said Colocator rather than decommissioning them in place, Franchisee shall notify the County of its intentions as prescribed in Section 17, and any transfer shall be subject to the terms of Section 17. No Facilities located in the clear zone shall be decommissioned in place or transferred to another party.

EXECUTION

(NOTARY PAGE FOLLOWS)

[FRANCHISEE NAME]

STATE OF WASHINGTON)
): ss.
COUNTY OF King County)

On this _____ day of _____, 20____, before me personally appeared _____, and under oath stated that as _____ of _____, s/he was authorized to execute the foregoing instrument, which s/he signed as a free and voluntary act on behalf of and with the knowledge and authority of _____.

Given under my hand and official seal hereto affixed the day and year last above written.

Notary Seal

(Signature)

(Print or type name)

Notary Public in and for the State of Washington
residing at _____

My commission expires _____

KING COUNTY

STATE OF WASHINGTON)
): ss.
COUNTY OF KING)

On this _____ day of _____, 20____, before me personally appeared _____, known to me as the Director and Chief Information Officer, Department of Information Technology, for King County, and under oath stated that s/he was authorized to execute the foregoing instrument, which s/he signed as a free and voluntary act on behalf of and with the knowledge and authority of King County.

Given under my hand and official seal hereto affixed the day and year last above written.

Notary Seal

(Signature)

(Print or type name)

Notary Public in and for the State of Washington
residing at _____

My commission expires _____

EXHIBIT A

FRANCHISE AREA DESCRIPTION



HyperFiber of Washington, LLC Franchise Application Supplemental Documentation for the following application items:

1. Proposed service area map for unincorporated King County.

Attached is a copy of HyperFiber's mapping exhibit for the City's review. The areas that are highlighted in a lighter blue color on sheet 1 are an entire overlay of the locations that we are considering.

Sheets 2 and 3 depict the areas that we would consider proceeding with providing service. Sheet 3 of the exhibit provides a more detailed view of the proposed first service area.

The Section, Township and Range for this location is:

Section 7, Township 13S, Range 6E.

HyperFiber proposes to place a fiber optic infrastructure that will provide high speed internet service to residential areas once we have determined all of the actual service locations.

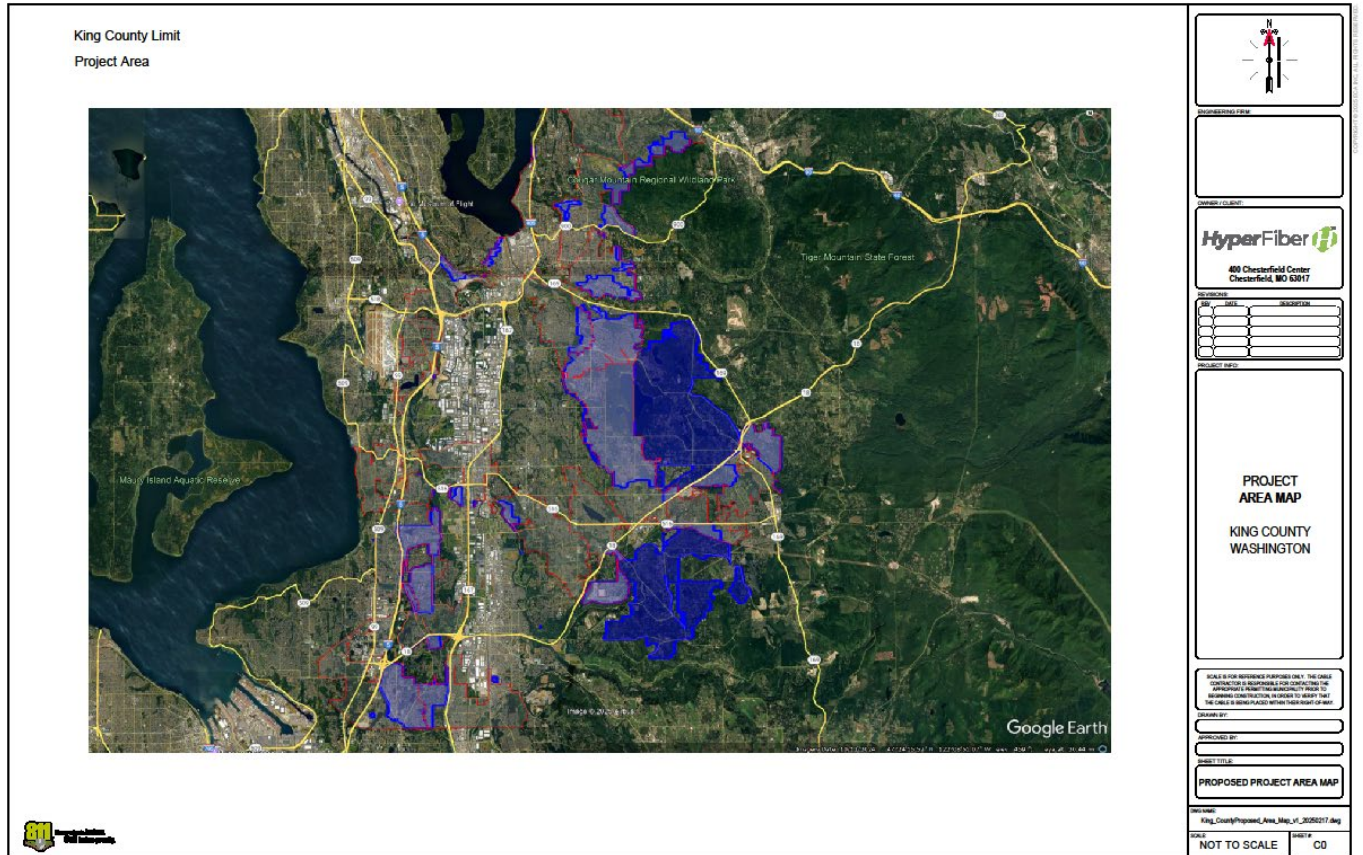
Fiber optic facilities would be placed within the city right of way which could include the use of public utility easements, or easements dedicated for compatible uses. Fiber will be placed in locations that are capable of accommodating the installation of fiber and other associated appurtenances, and all construction guidelines of the city will be followed. Power delivery for active cabinets will be provided by the local area service provider and electrical service will be brought to the cabinet by underground installation methods.

HyperFiber does not know the exact build-out locations of the proposed fiber service area. This will be determined when we identify the fiber needs of the community. In general, HyperFiber will be proposing to work entirely within the boundary of the City. Location specific plans will be permitted through the city as required. HyperFiber's build-out schedule is anticipated to be over a period of 1 to 2 years.

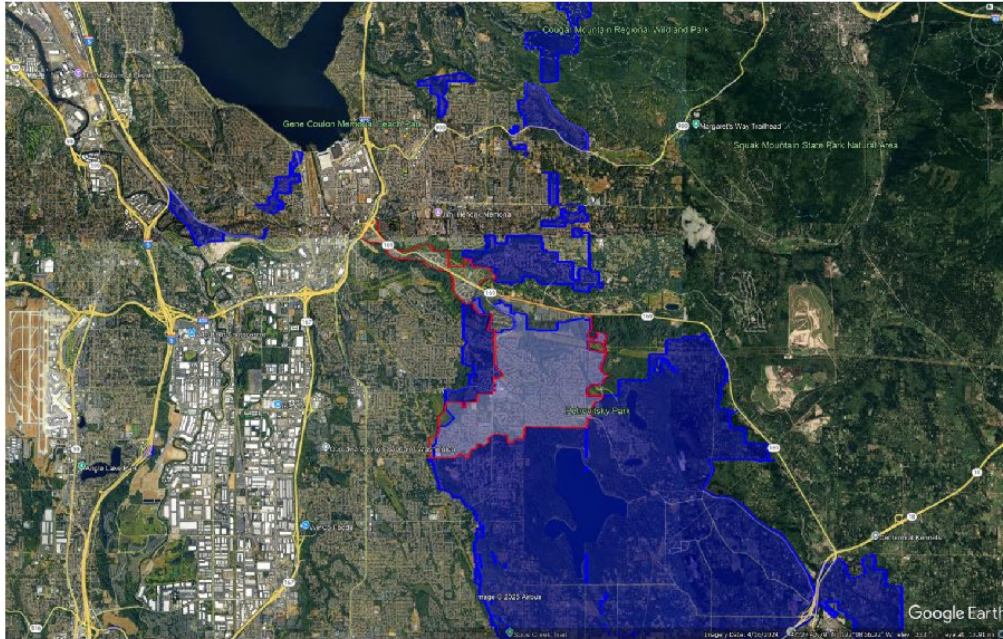
Page 1 of 1


EXHIBIT B


FRANCHISE AREA MAPS



King County Limit
Project Area







400 Chesterfield Center
Chesterfield, MO 63017

DATE	REVISION

PROJECT AREA MAP

KING COUNTY WASHINGTON

SCALE IS FOR REFERENCE PURPOSES ONLY. THE USER OF THIS DRAWING IS RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION PROVIDED HEREON. IT IS THE USER'S RESPONSIBILITY TO VERIFY THAT THE DATA IS ACCURATE AND UP-TO-DATE.

DESIGNED BY: _____

DRAWN BY: _____

CHECKED BY: _____

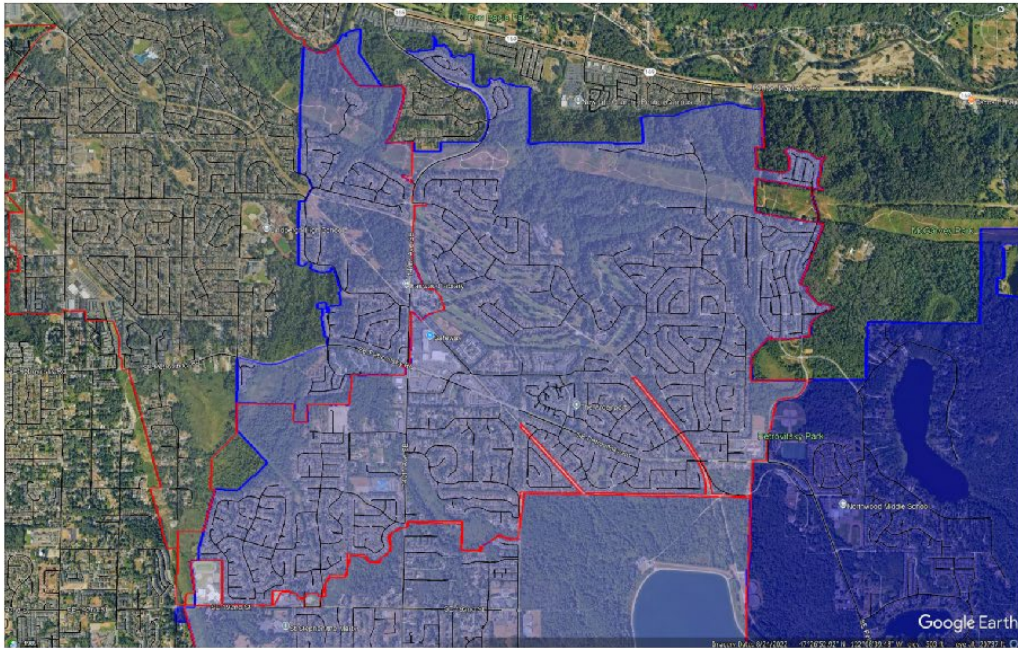
DATE: _____


PROPOSED FIRST BUILD AREA


DRAWING NO: King_County_Proposed_Area_Map_v1_20250217.dwg

SCALE: NOT TO SCALE	SHEET: C1
---------------------	-----------

King County Limit
 Project Area
 Proposed Routes







400 Chesterfield Center
 Chesterfield, MO 63017

NO.	DATE	DESCRIPTION

PROJECT AREA MAP

KING COUNTY WASHINGTON

SCALE IS FOR REFERENCE PURPOSES ONLY. THE USER CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE APPROXIMATE LOCATION AND DIMENSIONS OF ALL FEATURES AND STRUCTURES SHOWN TO BE SURE THAT THE USER IS CONSIDERING ALL NECESSARY CLEARANCES.

DESIGNED BY: _____

APPROVED BY: _____

SHEET TITLE: **PROPOSED ROUTES**

FILE NAME: King_County_Proposed_Area_Map_v1_20250217.dwg

SCALE: NOT TO SCALE	SHEET: C2
---------------------	-----------

EXHIBIT C
ADDITIONAL LANGUAGE

EXHIBIT D

NON-STANDARD ADDITIONS TO FRANCHISE DOCUMENT

1

5/4/2026

Update exhibits + agreement
cleanup

[T. Rose]

Sponsor: von ReichbauerProposed No.: 2025-02861 **STRIKING AMENDMENT TO PROPOSED ORDINANCE 2025-0286, VERSION**2 **1**

3 On page 1, beginning on line 11, after "King County" strike "in council districts five,
4 seven and nine"

5

6 Strike Attachment A, HyperFiber of Washington LLC Franchise Agreement Right of
7 Way Franchise for Wireline Communications, and insert Attachment A, HyperFiber of
8 Washington LLC Franchise Agreement Right of Way Franchise for Wireline
9 Communications, dated May 5, 2026.

10

11 **EFFECT prepared by T. Rose: Would replace the transmitted franchise agreement**
12 **with an updated version of the agreement, dated 5/5/26, that makes technical and**
13 **clarifying changes, as well as changes the franchise area to encompass all**
14 **unincorporated areas in the county.**

HyperFiber of Washington, LLC

**RIGHT-OF-WAY FRANCHISE
FOR
WIRELINE COMMUNICATIONS**

Franchise No. FRAN25-0002

King County, Washington

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I. ESTABLISHMENT

RECITALS

WHEREAS, King County, a home rule charter county and political subdivision of the State of Washington, is authorized to grant franchises for use of County ROW (as defined below); and

WHEREAS, King County grants franchises to persons or public and private Utility corporations to authorize the Utility companies to use County ROW to provide Utility service in unincorporated areas of King County. Franchises grant a valuable property right to Utility companies to use County ROW, and thereby allow the Utilities to profit and benefit from the use of County ROW in a manner not generally available to the public; and

WHEREAS, on February 24, 2025, HyperFiber of Washington, LLC applied for a King County Utility franchise for the right to use County ROW for the Construction, Operation, and Maintenance of Wireline Telecommunications transmission and service lines, within the Franchise Area delineated in Exhibits A and B; and

WHEREAS, the King County Department of Executive Services and Department of Local Services have reviewed HyperFiber of Washington, LLC’s application for a Utility franchise; and

WHEREAS, legal notice of the franchise application and of the hearing has been given as required by Law (as defined below).

APPLICATION AND HEARING

In accordance with applicable Laws (as defined below), the County Council (as defined below) held a public hearing to solicit comments from the public and to consider the application of HyperFiber of Washington, LLC, a limited liability company, (“Franchisee”)

for a franchise to set, erect, lay, place, locate, relocate, construct, reconstruct, install, reinstall, extend, support, adjust, affix, attach, connect, align, realign, alter, modify, improve, operate, maintain, repair, remove, replace, and use transmission, distribution, and service lines, protective relay systems, fiber optic communications, and appurtenances in, upon, over, along, across, through, and under the County ROW located within the Franchise Area described in the attached Exhibit "A" ("Franchise Area Legal Description") and mapped in the attached Exhibit "B" ("Franchise Area Maps").

GRANT OF FRANCHISE

The County Council (as defined below) has found that it is in the public interest to grant this franchise and has ordered that a non-exclusive Wireline Telecommunications franchise be granted to HyperFiber of Washington, LLC, and its successors and assigns ("Franchisee"), subject to the terms and conditions contained in this franchise agreement (the "Franchise").

This Franchise grants Franchisee the right, privilege, and authority to use the Franchise Area (as defined below) to set, erect, lay, construct, extend, support, attach, connect, operate, maintain, repair, relocate, remove, replace, and use Facilities (as defined below) for Wireline Telecommunications, including transmission, distribution, and service lines, protective relay systems, fiber optic communications, and appurtenances in, upon, over, along, across, through, and under the Franchise Area.

This Franchise does not transfer, convey, or vest an easement or title in or to any County ROW or portions thereof in or to Franchisee. This Franchise is granted subject to all of the terms and conditions contained herein.

II. TERMS AND CONDITIONS

GOVERNANCE; RULES AND REGULATIONS

Section 1. Definitions

References to any County official or office also refer to any official or office that succeeds any or all of the responsibilities of the named official or office. The following definitions shall apply for the purposes of this Franchise and all exhibits attached hereto. Defined words shall have their meaning as defined in this section or elsewhere in this Franchise when capitalized in the text. Defined words in the singular will be held to include the plural and vice versa, as applicable and depending on the context. Words not defined, and defined words when not capitalized in the text shall be given their common and ordinary meaning.

Authorized Hazardous Materials. Hazardous Materials that are reasonably necessary for Franchisee's activities authorized by the Franchise and that are customarily used in Franchisee's industry. The use of Authorized Hazardous Materials does not constitute a Release.

Colocation or Colocator. The term “Colocation” means the placement and arrangement of other users’ lines, facilities, and equipment on Facilities. The term “Colocator” shall mean a third-party Utility or other authorized user to attach or occupy Facilities pursuant to Section 28 of this Franchise.

Construct or Construction. Activities performed by Franchisee, its agents, representatives, employees, and Contractors to construct, reconstruct, install, reinstall, align, realign, locate, relocate, adjust, affix, attach, modify, improve, or remove Facilities, and related activities such as digging or excavating for the above purposes.

Contractor. All persons or entities that by contract agree to perform work or provide services to the Franchisee. For purposes of the Franchise, the term also includes a Contractor’s subcontractors.

County. King County, a home rule charter county and political subdivision of the State of Washington. Where discretionary acts by the County are authorized or required herein, unless otherwise stated such acts shall be performed by the Director.

County Council. The metropolitan county council of King County, a home rule charter county, in accordance with the Constitution of the State of Washington.

County Parties. The County, its elected and appointed officials, officers, employees, agents, and contractors.

County Risk Manager. The director of the County’s Office of Risk Management Services.

County Road Engineer. The county road engineer as defined in KCC 14.01.100 and specified in RCW 36.75.010 and RCW 36.80.010.

County ROW. All public land, property, or property interest, (e.g., an easement), usually in a strip, as well as bridges, trestles, or other structures, acquired by or dedicated to the County or otherwise devoted to transportation purposes, including but not limited to all maintained or unmaintained County roads, streets, avenues, or alleys. For purposes of this Franchise, “County ROW” does not include recreational or nature trails except where such trails intersect with or are located within County ROW. Any reference to use of or in the County ROW includes use in, upon, over, along, across, through, or under the County ROW, as applicable.

Default. A failure, whether intentional or unintentional, to perform, satisfy, or discharge, or to breach, any term or condition of this Franchise.

Director. The Director/Chief Information Officer of the Department of Information Technology or a designee. Where discretionary acts by the County are authorized or required herein, unless otherwise stated such acts shall be performed by the Director.

Effective Date. The date this Franchise is fully executed by the Parties.

Emergency. Any situation that creates or presents an immediate risk of danger to life, property, safety, public health, or the environment.

Environmental Laws. Any Laws or other federal, state, or local statutes, regulations, codes, rules, ordinances, orders, judgments, decrees, injunctions, proceedings, or instructions pertaining in any way to the protection of human health, safety, and the environment, including those relating to the generation, use, handling, transportation, storage, release, discharge, or disposal of Hazardous Materials. Environmental Laws may include, as applicable, the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §5101, et seq.), the Pipeline Safety Act (49 U.S.C. §60101, et seq.), the Pipeline Inspection, Protection, Enforcement, and Safety Act of 2006 (Title 49 Code of Federal Regulations), Transportation of Hazardous Liquids by Pipeline (49 C.F.R. Part 195), the Toxic Substances Control Act (15 U.S.C. §2601, et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §136, et seq.), the Clean Air Act (42 U.S.C. §7401, et seq.), the Clean Water Act (33 U.S.C. §1251, et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251, et. seq.), the Washington Hazardous Waste Management Act (RCW Chapter 70A.300), the Washington State Model Toxics Control Act (RCW Chapter 70A.305) (“MTCA”), the Washington Water Pollution Control Act (RCW Chapter 90.48), the Washington State Pipeline Safety Act (RCW Chapter 81.88), Washington Administrative Code (“WAC”) Chapters 480-90 and 480-93, the King County Critical Areas Ordinance (KCC Chapter 21A.24), and any other similar federal, state, or local environmental statute, rule, or regulation, each as enacted or amended from time to time, including any laws concerning above ground or underground storage tanks. The term shall also be interpreted to include any substance that, after released into the environment, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities.

Facilities. Collectively and as applicable, the facilities owned, co-owned, or operated by Franchisee, including all plant, equipment, fixtures, appurtenances, antennas, and other facilities in the Franchise Area necessary to furnish and deliver Wireline Telecommunications services, including but not limited to poles with cross arms, poles without cross arms, wires, lines, conduits, ducts, cables, communication and signal lines, and equipment, braces, guys, anchors, vaults, and all attachments and appurtenances necessary or incidental to the transmission, distribution, and use of Wireline Telecommunications services. For the avoidance of doubt, Facilities shall not include cable television lines or cables or wireless transmission facilities.

Found Hazardous Material(s). Hazardous Material that exists within the Franchise Area or other property, whether public or private, the presence of which was not, in whole or part, caused by the act or omission of Franchisee Parties during or prior to the term of this Franchise.

Franchise. This franchise agreement and any mutually agreed amendments or exhibits to this franchise agreement.

Franchise Area. That portion of the County ROW wherein the County has authorized Franchisee to place Facilities, as identified and described in the attached Exhibits A and B.

Franchisee. HyperFiber of Washington, LLC, and its successors and those assignees approved pursuant to Section 17 (Transfer and Assignment).

Franchisee Parties. Franchisee, its officials, employees, and all agents and Contractors acting on behalf of Franchisee.

Gross Revenues. All revenue derived by Franchisee from a Colocator's use of Facilities or any component thereof. Gross Revenues shall include the value of any consideration received by Franchisee in exchange for the use of Facilities. Gross Revenues shall also include late fees, administrative fees, or any other monetary amount collected from a Colocator arising out of use of Facilities.

Hazardous Material(s). Any waste, pollutant, contaminant, deleterious substance, or other material that now or in the future becomes regulated, controlled, or defined under any Environmental Laws.

Laws. Federal, state, and local laws, regulations, and utility standards including, but not limited to: Article 11, Sec. 4 of the Washington Constitution, RCW 36.55.010, King County Code (hereafter "KCC") chapter 6.27, the County's Comprehensive Plan, Road Standards, King County regulations for accommodation of utilities on county road rights-of-way, zoning code, and other regulations that are applicable to any and all work or other activities performed by Franchisee pursuant to or under authority of this Franchise, Franchisee's approved comprehensive plan under KCC 13.24.010, and state and local health and sanitation regulations. Unless otherwise stated herein, references to laws include laws now in effect as of the Effective Date of this Franchise.

Maintain or Maintenance. Examining, testing, inspecting, repairing, maintaining, and replacing Facilities or any part thereof as required and necessary or as prudent for effective, efficient, and safe Operations and related activities, as performed by or on behalf of Franchisee, unless otherwise provided herein.

Operate or Operations. The operation and use of Facilities for transmission or delivery of Wireline Telecommunications services to Franchisee's customers or the use by Colocators of Facilities pursuant to Section 28.

Party or Parties. The County and Franchisee individually or collectively as the context in this Franchise provides.

Release. The release, leak, deposit, seepage, spill, or escape of any Hazardous Material caused or contributed to by Franchisee or a Contractor.

Road Standards. The King County Road Design and Construction Standards adopted pursuant to KCC 14.42 and as now or hereafter amended.

Roadside Management Program or RMP. A program developed by Franchisee and accepted by the County to identify Facilities not in compliance with County Road Standards and to remediate same to bring such Facilities into compliance therewith.

Roadside Management Work Plan or RMP Work Plan. An annual remediation plan, including a

schedule of work for the coming year to accomplish the RMP.

Roadside Management Work Report or RMP Work Report. An annual report of progress on the remediation work carried out during the previous year under the RMP and the annual RMP Work Plan.

Utility. All persons or public or private organizations of any kind that are subject to the provisions of KCC 6.27, KCC 6.27A, and KCC 14.45 with regard to use of County ROW.

Wireline Telecommunications. The transmission of writing, signs, signals, pictures, and sounds of all kinds by aid of wire, cable, including fiber-optic cable or other like connection between the points of origin and reception of such transmission, including all instrumentalities, facilities, apparatus, and services (among other things, the receipt, forwarding, and delivery of communications) incidental to such transmission, without change in the form or content of the information or content of the information sent and received. The term shall not include stand-alone minor communications facilities as described in KCC Chapter 21A.27, stand alone "wireless telecommunications facilities" and "wireless minor communications facilities" as described in KCC Chapter 14.45, cable service (as such term is defined in 47 U.S.C. § 522), or open video system (as such term is defined in 47 U.S.C. § 573).

Section 2. Non-Exclusive Franchise

2.1 The Franchise is granted to Franchisee as a non-exclusive franchise which shall not in any manner prevent or hinder the County from granting to other parties, at other times and under such terms and conditions as the County, in its sole discretion, may deem appropriate, other franchises or similar use rights in any County ROW. Additionally, this Franchise shall in no way prevent, inhibit, or prohibit the County from using any of the County ROW for any County purpose, nor shall this Franchise affect the County's jurisdiction, authority, or power over any County ROW, in whole or in part. The County expressly retains its power to make or perform any and all modifications or relocations reasonably necessary for the County to carry out any County purpose, including but not limited to, the construction, alteration, improvement, repair, operation, maintenance, or removal of County facilities in the County ROW, as well as the power to vacate the County ROW.

2.2 Any work related to any Facilities occurring in the Franchise Area covered by this Franchise shall be performed by Franchisee Parties in a safe and workmanlike manner, in such a way as to minimize interference with the free flow of traffic and the access to adjacent property.

2.3 Franchisee accepts the Franchise Area in an "as is with all faults" basis with any and all patent and latent defects and is not relying on any representation or warranties, express or implied, of any kind whatsoever from the County as to any matters concerning the Franchise Area, including, but not limited to, the physical condition of the Franchise Area; zoning status; presence and location of existing facilities; operating history; compliance of the Franchise Area with Environmental Laws or other Laws and other requirements applicable to the Franchise Area; the presence of any Hazardous Materials or wetlands, asbestos, or other environmental conditions in, on, under, over, or in proximity to the Franchise Area; the condition or existence of any of the

above ground or underground structures or improvements in, on, over, or under the Franchise Area; the condition of title to the County ROW, and the leases, easements, franchises, orders, licenses, or other agreements, affecting the Franchise Area (collectively, the “Condition of the Franchise Area”).

The County hereby disclaims any representation or warranty, whether expressed or implied, as to the design or Condition of the Franchise Area, its merchantability or fitness for any particular purpose, the quality of the material or the workmanship of the Franchise Area, or the conformity of any part of the Franchise Area to its intended uses. King County shall not be responsible to any Franchisee Party for any damages to any of them relating to the design, condition, quality, safety, merchantability, or fitness for any particular purpose of any part of the Franchise Area, or the conformity of any such property to its intended uses, as of the Effective Date of this Franchise. Franchisee shall notify its Contractors of King County’s disclaimer. Franchisee represents and warrants to King County that neither Franchisee nor any Contractor has relied and will not rely on, and King County is not liable for or bound by, any warranties, guaranties, statements, representations, or information pertaining to the Condition of the Franchise Area or relating thereto made or furnished by King County, or any agent representing or purporting to represent King County, to whomever made or given, directly or indirectly, orally or in writing.

Section 3. Term

3.1 The initial term of this Franchise is for a period of ten (10) years (the "Initial Term") from the Effective Date, unless earlier terminated or revoked.

3.2 Franchisee may request an extension of the Initial Term, and the Director, on behalf of the County, may extend the Initial Term of this Franchise for an additional period of up to fifteen (15) years, under the following circumstances:

- (A) Franchisee’s request to extend the Initial Term must be in writing and submitted to the County not more than two (2) years nor less than two hundred forty(240) days prior to the expiration of the Initial Term, and
- (B) Franchisee has maintained substantial compliance with the terms and conditions of this Franchise throughout the Initial Term. The Director shall have final authority to determine Franchisee’s substantial compliance with the terms and conditions of this Franchise, provided that any such determination be made on an objective, non-discriminatory basis and based on record evidence fully disclosed to Franchisee.

3.3. The Initial Term will not be extended under this Section 3. unless Franchisee receives approval of an extension and the length of the extension in writing from the County within ninety (90) days of the County’s receipt of Franchisee’s request to extend.

3.4 If the Initial Term is not extended, and Franchisee wishes to continue to operate in the Franchise Area, Franchisee shall promptly file an application with the County for renewal of this Franchise in accordance with KCC 6.27.054. Upon receipt of such application, the County and Franchisee shall commence good faith negotiations on the terms and conditions of a franchise renewal.

If the Parties are unable to reach agreement to renew this Franchise prior to expiration of the Initial Term, then this Franchise will expire at the end of the Initial Term and Franchisee will be considered an unfranchised Utility under KCC chapter 14.44. If Franchisee continues to use the Franchise Area for Facilities after the expiration of the Franchise, Franchisee's continued use shall be subject to the terms and conditions of the expired Franchise, including Consideration, and at the will of the County ("Holdover Period"). Said use will not constitute a renewal or extension of the Franchise and will be subject to termination by the County in its sole and absolute discretion upon sixty (60) days' written notice to Franchisee.

Section 4. County Ordinances and Regulations - Reservation of Police Power

Nothing in this Franchise shall be deemed a waiver of the County's right to exercise its police power to protect the health, safety and welfare of the public, and the County reserves all such powers.

Section 5. Eminent Domain

The Facilities are subject to the power of eminent domain in accordance with and subject to Laws. In any proceeding under eminent domain, the Franchise itself shall have no value.

Section 6. Survival

6.1 Until such time as all Facilities have been removed from the County ROW, all of the provisions, conditions, and requirements contained in the following Sections of this Franchise shall survive the expiration, revocation, forfeiture, or termination of the Franchise and any Holdover Period: (A) Section 7 (Governing Law, Stipulation of Venue, and Non-Discrimination); (B) Section 14 (Default, Revocation, and Termination); (C) Section 15 (Disputes; Remedies to Enforce Compliance; No Waiver); (D) Section 16 (Consideration and Reservation of Rights); (E) Section 18 (Hold Harmless and Indemnification); (F) Section 19 (Franchise Administration); (G) Section 20 (Insurance Requirements); (H) Section 21 (Performance Bond); (I) Section 22 (Right-of-Way Construction Permit Required); (J) Section 23 (Emergency Work); (K) Section 24 (Compliance with Laws; Performance Standards); (L) Section 25 (Restoration of County ROW); (M) Section 26 (Maps and Records); (N) Section 27 (Relocation of Facilities); (O) Section 28 (Use of Facilities by Colocators); (P) Section 30 (Hazardous Materials); (Q) Section 31 (Dangerous Conditions; Authority for County to Abate); and (R) Section 32 (Decommissioning of Facilities).

6.2 After such time as all Facilities have been removed or decommissioned in place to the County's satisfaction, only the following provisions shall survive the expiration, revocation, or termination of the Franchise, including any Holdover Period: (A) Section 18 (Hold Harmless and Indemnification); (B) Section 19 (Franchise Administration); (C) Section 26 (Maps and Records); and (D) Section 30 (Hazardous Materials).

6.3 The following provisions shall survive and apply to any area removed from the coverage of the Franchise as the result of events including, but not limited to, full or partial termination of the Franchise, annexation or incorporation under Section 12, and reduction of the Franchise Area under Section 13: (A) Section 18 (Hold Harmless and Indemnification); (B) Section 19 (Franchise Administration); (C) Section 26 (Maps and Records); and (D) Section 30 (Hazardous Materials).

Section 7. Governing Law, Stipulation of Venue, and Non-Discrimination

7.1 This Franchise and all use of the Franchise Area granted herein shall be governed by the laws of the State of Washington without giving effect to its choice of law rules or conflicts of law provisions, unless preempted by federal law. Any action relating to the Franchise shall be brought in King County Superior Court, King County, Washington, or in the case of a federal action, in the United States District Court for the Western District of Washington at Seattle, unless an administrative agency has primary jurisdiction.

7.2 Nondiscrimination: Franchisee, its successors, and assigns, shall not discriminate on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, status as a family caregiver, military status or status as a veteran who was honorably discharged or who was discharged solely as a result of the person's sexual orientation or gender identity or expression, or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification, in the employment or application for employment or in the administration or delivery of services or any other benefits under King County Code Chapter 12.16, as now codified and as hereafter amended. Franchisee shall comply fully with all applicable federal, state, and local Laws, ordinances, executive orders, and regulations that prohibit such discrimination. These Laws include, but are not limited to, King County Charter Section 840, RCW chapter 49.60, and Titles VI and VII of the Civil Rights Act of 1964. Any violation of this provision shall be considered a Default by Franchisee of this Franchise and shall be grounds for revocation, termination, or suspension, in whole or in part, of the Franchise and may result in ineligibility for further agreements with the County.

Section 8. Severability

If any Section, sentence, clause, phrase, or provision of this Franchise or the application of such provision to any person or entity should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other Section, sentence, clause, phrase, or provision of this Franchise, nor the application of the provision at issue to any other person or entity.

Section 9. Notice and Emergency Contact

9.1 Wherever in this Franchise written notices are to be given or made, they shall be sent by electronic mail ("email") with delivery receipt requested, unless otherwise required by Laws or for service of legal process. The Parties agree to receive notices at the addresses listed below unless different addresses shall be designated in writing and delivered to the other Party. Notices shall be deemed to have been delivered according to Section 9.2.

KING COUNTY:

King County Office of Information Technology
Attn: King County Office of Cable Communications
King County Chinook Building
401 Fifth Avenue Suite 600
Seattle, Washington 98104
Email: cableoffice@kingcounty.gov

Phone: (206) 263-7880

Designated Representative:

With a mandatory electronic copy to:

King County Facilities Management Division
Email: Franchise.FMD@KingCounty.gov

HyperFiber of Washington, LLC
6000 Fairview Rd., Suite 300,
Charlotte, NC 28210
Attn: Lance van der Spuy, President

Designated Representative:

And a copy sent to:

HyperFiber of Washington, LLC
822 Montgomery Ave., Suite 210
Narberth, PA 19072
Attn: Joshua Runyan, Esq.
Ph: (704) 989-3217
Email: Josh@ripplefiber.com

9.2 If a notice or communication is given by email, the notice or communication shall be deemed to have been given and received when sent. If a notice or communication is given by certified mail, the notice or communication shall be deemed to have been given and received when deposited in the United States Mail, properly addressed, with postage prepaid and return receipt requested. If a notice or communication is given by courier or personal service, it shall be deemed to have been given when delivered to and received by the Party to whom it is addressed, with the sending Party responsible to confirm delivery of such notice and to provide proof of such service if requested by the receiving Party. If a Party disputes the delivery or receipt of a notice or communication, then that Party shall bear the evidentiary burden to prove, by a preponderance of the evidence, that such notice or communication was not delivered or received or both.

9.3 Franchisee shall also provide the County a current emergency contact name (or title) and phone number available twenty-four (24) hours a day, seven (7) days a week. Franchisee shall promptly notify the County of any change in the notice address or emergency contact (or title) and phone number.

Section 10. Tariffs, Notice of Changes [Intentionally Deleted - Not Applicable]

Section 11. Amendment

This Franchise may be amended only by written agreement of the Parties, provided that, except as otherwise provided in this Franchise, such amendment shall be subject to approval by the County Council. The Director is authorized to execute the following amendments on behalf of the County without prior County Council approval: changes to the Franchise Area, extension of this Franchise under Section 3.2 (Term), agreements as to the amount, type, and terms of Consideration under Section 16 (Consideration and Reservation of Rights), consent to transfer and assignment under Section 17 (Transfer and Assignment), adjustments under Section 20 (Insurance Requirements), and minor technical corrections or updates.

Section 12. Incorporation and Annexation

If the Franchise Area covered by this Franchise is incorporated into the limits of any city or town by operation of municipal incorporation or annexation, the Franchise granted herein shall terminate as to that portion of the Franchise Area that is incorporated or annexed into the corporate limits of such city or town; but this Franchise shall continue as to those portions of the Franchise Area that are not incorporated into a city or town. The County shall not be liable to Franchisee for any damages, loss, costs, or other impacts that may arise out of or relate to such annexation or incorporation.

Section 13. Vacation

13.1 Subject to Section 13.2, if all or any portion of a County ROW which is subject to this Franchise is vacated by the County, then this Franchise shall terminate with respect to the vacated portion of such County ROW. The County shall not be liable for any damages or loss to Franchisee by reason of such vacation and termination.

13.2 Whenever a County ROW or any portion thereof is vacated, the County may retain an easement in the vacated portion for the construction, repair and maintenance of public utilities and services which at the time of the vacation are specifically authorized or are physically located upon, over, under, across, or through a portion of the County ROW being vacated, but only in accordance with the provisions of RCW 36.87.140 as now existing or hereafter amended. In the event of any such vacation, the County shall notify Franchisee at least sixty (60) days prior to taking final action. Should Franchisee desire the County to retain a utility easement in the vacated County ROW, Franchisee may request that the County retain such an easement over the property at issue as a part of any proposed action taken by the County Council on the particular vacation. Should Franchisee make such a request, the County may retain said easement in the manner and to the extent allowed by law.

Section 14. Default, Revocation, and Termination

14.1 If Franchisee Defaults on any term or condition of this Franchise, the County may revoke or terminate the Franchise as provided in this Section 14 or pursue any remedy in equity or under Laws. Upon revocation or termination, all rights of the Franchisee granted by this Franchise shall cease, and the County may suspend or withdraw approval of any active ROW construction permits.

14.2 A Party asserting a Default shall give the other Party written notice of such Default, stating with specificity the events or circumstances and nature of the alleged Default. The Party receiving such notice shall have forty-five (45) days following receipt to: (1) cure the Default; or (2) demonstrate to the other Party's satisfaction that a Default does not or no longer exists; or (3) submit a plan satisfactory to the other Party to correct the Default within a reasonable time. If, at the end of the forty-five (45) day cure period, the non-defaulting Party reasonably believes that the Default is continuing and the Party allegedly in Default is not taking satisfactory corrective action to cure or correct the Default, then the non-defaulting Party may invoke any of the remedies available under this Franchise, in equity, or under Laws.

14.3 The County may, in its discretion, provide additional opportunity for Franchisee to remedy the Default and come into compliance with this Franchise so to avoid revocation or termination.

14.4 During any period in which Franchisee is in Default, the County may suspend, withdraw, or decline to issue any ROW construction permits to Franchisee.

14.5 If the County, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate an Emergency or any substantial and imminent risk to public health, welfare, or safety or imminent and substantial damage to the County ROW or adjacent properties, then the County may pursue any remedies under this Franchise, in equity, or under Laws without prior notice of Default to Franchisee and without waiting for the Default cure period to expire.

14.6 If this Franchise is revoked or terminated for any reason, the County may satisfy any remaining financial obligations of Franchisee by utilizing any funds available under the performance bond required in Section 21 (Performance Bond).

Section 15. Disputes: Remedies to Enforce Compliance; No Waiver

15.1 If a dispute under this Franchise other than a Default arising under Section 14 (Default, Revocation, and Termination) arises between the County and Franchisee, it shall first be referred to the representatives that have been designated by the County and Franchisee to have oversight over the administration of this Franchise, pursuant to Section 9.1 above. The representatives shall meet within a reasonable time not longer than thirty (30) calendar days of either Party's request for a meeting, whichever request is first, and the Parties shall make a good-faith effort to achieve resolution of the dispute. If the Parties' representatives are unable to resolve the dispute during their initial meeting, and unless further negotiations are agreed upon by the Parties, the dispute shall be referred to mediation. The Parties shall mutually select a mediator to assist them in resolving their differences. If the Parties cannot mutually select a mediator, then the County shall provide Franchisee a list of three mediators and Franchisee shall select one from the list. Any reasonable expenses incidental to mediation shall be borne equally by the Parties, provided that each Party shall bear its own legal expenses unless the mediation results in a different allocation.

If mediation fails to resolve the dispute within thirty (30) days after the matter is eligible for submission to mediation, then either Party may then pursue any remedy under this Franchise, in equity, or under Laws, provided that if the Party seeking judicial redress does not substantially prevail in the judicial action, then it shall pay the other Party's reasonable legal fees and costs incurred in the judicial action.

15.2 Failure of the County or Franchisee to exercise any rights or remedies under this Franchise shall not constitute a waiver of any such right or remedy and shall not prevent the County or Franchisee from pursuing such right or remedy at any future time.

15.3 If the County reasonably determines that circumstances require immediate action to prevent or mitigate imminent and substantial damage or injury, then it may immediately pursue any remedy available at law or in equity without having to follow the dispute resolution procedures in this Section 15.

15.4 In addition to judicial enforcement and any remedies under this Franchise, in equity, and Laws, the Director is authorized to enforce this Franchise in accordance with the enforcement and penalty provisions of KCC Title 23.

CONSIDERATION AND RESERVATION RIGHTS

Section 16. Consideration and Reservation of Rights

16.1 Unless otherwise precluded by federal or state law, and in no case exceeding limits prescribed by applicable federal and/or state law, Franchisee agrees that the County has reserved its right to receive compensation or other consideration (“Consideration”), and which Consideration will be in exchange for the Franchisee’s right to use and occupy the County ROW and Franchise Area. The Parties agree that the County shall exercise this right by providing Franchisee with written notice to commence negotiations to amend this Franchise, which notice will describe the proposed Consideration. Within thirty (30) days from receipt of notice from the County, the Parties shall engage in good faith negotiations for a period of sixty (60) days thereafter, in an effort to reach agreement on the amount, type, and terms of the Consideration. The sixty (60) day period for negotiations may be extended by mutual written agreement of the Parties.

16.2 If the Parties agree on the amount, type, and terms of the Consideration, then they shall amend this Franchise in accordance with Section 11; provided, however that the Director is authorized on behalf of the County to execute any such amendment. If the Parties are unable to agree on the amount, type, and terms of the Consideration during the sixty (60) day negotiation period (as may be extended by mutual agreement), the County may declare such failure to agree to be an event of Default to be resolved in accordance with Section 14.2.

16.3 No Consideration payment or acceptance of any payment made shall be construed as an accord by either Party that the amount paid is in fact the correct amount, nor shall any payment or acceptance of payment be construed as a release of any claim either Party may have for further reimbursement or additional sums payable or for the performance of any other obligation under the Franchise.

16.4 Separate from the Consideration that is the subject of Section 16.1, the County reserves for itself the right to impose a Utility tax on Franchisee, if such taxing authority is granted by the State of Washington.

16.5 Separate from the Consideration that is the subject of Section 16.1, Franchisee shall pay all applicable fees as specified in King County Code to cover the County's costs in drafting, processing, and administering this Franchise and all work related thereto.

16.6 If Franchisee allows Colocators to use Facilities in the Franchise Area, then Franchisee shall make an annual revenue-sharing payment to the County in the amount of ten percent (10%) of the total amount of Franchisee's Gross Revenues derived from Colocator's use of Facilities ("Revenue-Sharing Payment"). Payment shall be made to the County on a quarterly basis, which shall be due and payable no later than thirty (30) days after the end of each calendar quarter, and shall include a summary of the financial information used to calculate the payment.

16.7 If this Franchise terminates for any reason, or if Franchisee fails to satisfy such financial obligations within forty-five (45) days following receipt of written notice describing such financial obligations together with reasonable documentation evidencing such obligations, the County shall have the right to satisfy any remaining financial obligations of Franchisee by utilizing any funds available under any performance bond required in Section 21.

16.8 In exchange for the valuable property right herein granted to Franchisee to occupy and use the County ROW, the Parties may contract for Franchisee to provide the County with reasonable in-kind services and facilities, including duct, conduit, fiber optic cable, appurtenances, or other related structures necessary for the County to access and use the County facilities for public use and benefit. Additionally, when the Franchisee is constructing, relocating, or placing Wireline Telecommunications Facilities in the County ROW, the Franchisee may, upon request of the County and as agreed by the Parties, voluntarily provide additional ducts, conduits, fiber optic cable, appurtenances, or other in-kind facilities or services, as necessary for the County to provide services for the benefit of the public.

FACILITY OWNERSHIP AND USE

Section 17. Transfer and Assignment

17.1 This Franchise may not be transferred, assigned, leased, sold, partitioned, disposed of, or otherwise subject to a change in the identity of Franchisee (each such activity, a "Transfer") in whole or in part, in any manner, without the prior written approval of the County, which will not be unreasonably withheld. The Director is authorized on behalf of the County to grant or withhold consent. If a Transfer of the Franchise is approved, the transferee must agree in writing to be bound by each and every provision, condition, regulation, and requirement contained in this Franchise and Franchisee shall not be relieved of any duty or obligation under this Franchise until a complete and sufficient Transfer instrument, including but not limited to an amendment to this Franchise, is approved and executed by the County.

17.2 In the case of an assignment of this Franchise to secure indebtedness, whether by mortgage or other security instrument, the County's consent shall not be required unless and until the secured party elects to realize upon the collateral. Franchisee shall provide prompt, written notice to the County of any assignment to secure indebtedness.

17.3 In the event Franchisee desires to transfer ownership of Facilities, such transfer shall be arranged and accomplished consistent with a written agreement between the County and the transferee, binding the transferee to compliance with all terms and conditions applicable to the transferee's use and occupancy of the County ROW. Facilities that are out of compliance with the Road Standards may not be transferred unless and until they are brought into compliance.

17.4 Transfer of the Franchise or Facilities in violation of this Section 17 shall constitute a Default.

INDEMNIFICATION, LIABILITY, AND INSURANCE

Section 18. Hold Harmless and Indemnification

18.1 Franchisee agrees to release, indemnify, defend (at the County's option and using counsel reasonably acceptable to the County), and hold harmless all County Parties from and against any and all claims, demands, liability, suits, and judgments, including costs of defense thereof, awards, penalties, fines, costs, government orders, or other requirements, (collectively, "Claims") to the extent caused by, arising out of, incidental to, or related to the acts or omissions of Franchisee Parties or Contractors in connection with Franchisee's exercise of rights and obligations under this Franchise. This covenant of release and indemnification shall include, but not be limited to: any and all Claims arising out of the placement of Facilities; any failure by Franchisee Parties or a Contractor to complete all related Construction, Maintenance, Operations, or any work or other activities in accordance with this Franchise; and fire suppression activities during fire events. In the event it is determined that RCW 4.24.115 applies to this Franchise, Franchisee agrees to defend, hold harmless, and indemnify all County Parties to the maximum extent permitted thereunder. Provided, however, that if a Claim arises out of or relates to the concurrent negligence of the Parties, then Franchisee's duties under this Section 18.1 shall apply only to the extent of the negligence of Franchisee Parties and Contractors. This Section 18.1 shall not apply to any Claim or other matters arising out of or related to any Release of Hazardous Materials, which Releases are addressed under Section 30 of this Franchise.

18.2 In the event any County Party incurs reasonable attorneys' fees, legal expenses, or other costs to enforce the provisions of this Section 18 against Franchisee, all such fees, expenses, and costs shall be recoverable from Franchisee. The hourly rates for any award of attorneys' fees will be calculated based on the rate that would be charged for the services provided by an attorney who is in private practice, of the same expertise and experience as the prevailing party's attorney(s).

18.3 Franchisee's obligations described in 18.1 above include the duty to defend and indemnify all County Parties from any claims, demands, or suits brought by, or on behalf of, any employee, former employee, or agent of Franchisee, or any Contractor. To the extent necessary to carry out this obligation, Franchisee, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects County Parties only, under any industrial insurance act or workers' compensation law, including without limitation RCW Title 51, other workers' compensation act, disability act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. The Parties acknowledge that this provision was mutually negotiated.

18.4 Franchisee’s covenants and indemnifications provided in this Section 18 shall extend to the period of time during which Franchisee occupied the Franchise Area in a Holdover Period after expiration of the term of any preceding franchise.

18.5 The County shall give Franchisee timely written notice of any Claim covered by Franchisee’s obligations under this Section 18. In the event any such Claim arises, the County or any other indemnified party shall tender the defense thereof to Franchisee and Franchisee shall have the right and duty to defend, settle, or compromise any Claim, and the County shall cooperate fully with Franchisee, provided: (A) any settlement or compromise is consistent with the terms of this Franchise; and (B) any terms or conditions of a settlement, other than the payment of money damages, that in any way obligate or affect the County shall require the County’s prior approval.

18.6 The County's permitting, approval, inspection, lack of inspection, or acceptance or rejection of any Construction, Maintenance, Operations, or any work or other activities associated with this Franchise, whether pursuant to this Franchise or pursuant to any other permit or approval issued by the County in connection with Franchisee’s exercise of its rights under this Franchise, shall not relieve Franchisee of any of the indemnification, defense, and hold harmless obligations contained in this Section 18.

Section 19. Franchise Administration

The County’s administration of this Franchise shall not be construed to create a basis for any liability on the part of County Parties.

Section 20. Insurance Requirements

20.1 Franchisee shall procure and maintain for the duration of this Franchise (the Initial Term and any extensions of the Initial Term) and any Holdover Period thereafter, insurance against claims for injuries to persons or damage to property which may arise from, or in connection with any Construction, Maintenance, Operations, and any work or other activities contemplated by Franchisee or Contractor. Upon request of the County, Franchisee shall furnish separate certificates of insurance and policy endorsements from each Contractor as evidence of compliance with the insurance requirements of this Franchise.

20.2 Franchisee is responsible for ensuring compliance with all the insurance requirements stated herein. Failure by Franchisee or a Contractor to comply with the insurance requirements stated herein shall constitute a Default of this Franchise.

20.3 Each insurance policy shall be written on an “occurrence” basis/form; excepting insurance for professional liability (errors and omissions) and/or pollution liability. Professional liability (errors and omissions) or pollution liability required by this Franchise is acceptable on a “claims made” basis/form. If any insurance required under this Franchise is purchased on a “claims made” basis/form, the coverage provided under that insurance shall be maintained through:

(i) consecutive policy renewals for not less than three (3) years from the date of completion of the Construction, Maintenance, Operations, and any work or other activities associated with this Franchise or, if such renewals are unavailable, (ii) the purchase of a tail/extended reporting period for not less than three (3) years from the date of completion of the Construction, Maintenance,

Operations, and any work or other activities associated with this Franchise. All insurance written on a “claims made” basis/form must have its policy inception or retroactive date be no later than the Effective Date of the Franchise, unless otherwise approved in writing by the County’s Risk Management Office.

20.4 Nothing contained within these insurance requirements shall be deemed to limit the scope, application, and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(ies). Nothing contained in this provision shall affect and/or alter the application of any other provision contained within this Franchise.

20.5 **Risk Assessment by Franchisee:** By requiring such minimum insurance, the County does not and shall not be deemed or construed to have assessed the risks that may be applicable to Franchisee or a Contractor under this Franchise, or in any way limit County’s potential recovery to insurance limits required hereunder. To the contrary, this Franchise’s insurance requirements may not in any way be construed as limiting any potential liability to the County or the County’s potential recovery from Franchisee or a Contractor. Franchisee and its Contractor(s) shall assess their own risks and if they deem appropriate and/or prudent, maintain greater limits and/or broader coverage.

20.6 **Minimum Scope and Limits of Insurance**

Coverage shall be at least as broad as and with limits not less than the following:

(A) General Liability:

\$5,000,000 per occurrence and \$5,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01. Such insurance shall include coverage for, but not limited to, premises liability, products- completed operations, ongoing operations, and contractual liability. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the County. Explosion & Collapse, Underground Damage (XCU) shall apply for the same limits as the General Liability coverage.

(B) Automobile Liability:

\$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CA 00 0 1 covering business auto coverage, symbol 1 “any auto”; or the appropriate coverage provided by symbols 2, 7, 8, or 9. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.

(C) Pollution Liability:

Coverage in an amount no less than \$1,000,000 per occurrence/claim and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage, to include the destruction of tangible property, loss of use, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed. If asbestos, lead or PCBs are a

potential exposure, such insurance shall not exclude pollution arising out of asbestos, lead and/or PCB operations.

(D) Workers Compensation:

Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law, or the statutory requirements of the state of residency.

(E) Employers Liability or "Stop Gap":

Coverage with minimum limits of \$1,000,000 each occurrence and shall be at least as broad as the indemnification protection provided by the Workers' Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

20.7 Minimum Limits of Insurance - Construction Period: Prior to commencement of Construction and until Construction is complete and approved by the Parties, Franchisee shall cause its Contractor(s) to procure and maintain insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the activities related to this Franchise. Franchisee, the County, and the County's elected and appointed officials, employees, and agents shall be named as additional insured, for full coverage and policy limits, on liability policies except Workers' Compensation and Professional Liability.

The County is not responsible for payment of the cost of such insurance. Franchisee's Contractor(s) shall maintain coverage and limits no less than the following:

(A) Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01. Such insurance shall include coverage for, but not limited to, premises liability, Products-Completed Operations, ongoing operations, and contractual liability. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for County. Explosion & Collapse, Underground Damage (XCU) shall apply for the same limits as the General Liability coverage.

(B) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CA 00 0 1 covering business auto coverage, symbol 1 "any auto"; or the appropriate coverage provided by symbols 2, 7, 8, or 9. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy.

(C) Professional Liability (Errors & Omissions): In the event that services delivered pursuant to this Franchise either directly or indirectly involve or require professional services, Professional Liability (Errors & Omissions) coverage shall be provided with

minimum limits of \$1,000,000, per claim and in the aggregate.

(D) **Contractor's Pollution Liability Coverage:** Coverage in an amount no less than \$1,000,000 per occurrence/claim and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage, to include the destruction of tangible property, loss of use, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed. If asbestos, lead, or PCBs are a potential exposure, such insurance shall not exclude pollution arising out of asbestos, lead and/or PCB operations.

(E) **Workers' Compensation:** Workers Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law, or the statutory requirements of the state of residency.

(F) **Employers Liability or "Stop Gap":** Coverage with minimum limits of \$1,000,000 each occurrence and shall be at least as broad as the indemnification provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general liability policy.

20.8 Deductibles and Self-Insured Retentions: Any deductible and/or self-insured retention of the policy(s) shall not in any way limit County's right to coverage under the required insurance, or to Franchisee's or any Contractor's liability to the County, and shall in all instances be the sole responsibility of Franchisee and its Contractor(s), even if no claim has actually been made or asserted against Franchisee or Contractor(s).

20.9 Other Insurance Provisions: The insurance policies required in this Franchise shall contain, or be endorsed to contain, the following provisions:

(A) All Liability Policies except Professional Liability (Errors and Omissions) and Workers Compensation.

1. The County and its elected and appointed officials, agents, and employees shall be covered as additional insured, for full coverage and policy limits, as respects liability arising out of ongoing and completed work, or other activities performed by or on behalf of Franchisee or its agents, representatives, employees, or Contractor(s) in connection with this Franchise. Additional insured status shall include Products-Completed Operations.

(B) With respect to all liability policies (except Workers Compensation):

1. Coverage shall be primary insurance as respects the County, its officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officials, employees, or agents shall not contribute with the Franchisee's or any Contractor's insurance or benefit the Franchisee or Contractor, or their respective insurers in any way.

2. Insurance shall expressly state that it applies separately to each insured and additional insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

- (C) **All Policies:** Coverage shall not be suspended, voided, canceled, or materially changed until after thirty (30) days' prior written notice has been given to the County. In the event of said cancellation or intent not to renew, Franchisee shall obtain and furnish to the County evidence of replacement insurance policies meeting the requirements of this Section 20 by the cancellation date. Failure to provide proof of insurance could result in revocation or termination of the Franchise.

20.10 **Acceptability of Insurers:** Unless otherwise approved by the County, insurance is to be placed with insurers with an A.M. Best rating of no less than A:VII, or, if not rated with A.M. Best, with minimum surpluses the equivalent of A.M. Best surplus size VIII. Professional Liability, Errors, and Omissions insurance may be placed with insurers with an A.M. Best rating of B:VII. Any exception must be approved by the County's Office of Risk Management Services. If, at any time, the foregoing policies shall fail to meet the above requirements, Franchisee shall promptly obtain a new policy, and shall submit the same, with appropriate certificates and endorsements, to the County.

20.11 **Verification of Coverage:** Prior to the execution of this Franchise, Franchisee shall furnish the County with certificates of insurance and endorsements certifying the issuance of all insurance required by this Franchise. All evidence of insurance shall be signed by a properly authorized officer, agent, general agent or qualified representative of the insurer(s), shall set forth the name of the insured(s), the type and amount of insurance, the location and operations to which the insurance applies, the inception and expiration dates, and shall specify the form number of any endorsements issued to satisfy this Franchise's insurance requirements.

Upon request of the County, and within five (5) business days, Franchisee must provide copies of any renewal certificates of insurance and endorsements. In the event of a claim, Franchisee must provide complete copies of all required insurance policies, which may be redacted of confidential or proprietary information.

The County's receipt or acceptance of Franchisee's or its Contractor's evidence of insurance at any time without comment or objection, or the County's failure to request certified copies of such insurance, does not waive, alter, modify, or invalidate any of the insurance requirements set forth in this Section 20 or, consequently, constitute County's acceptance of the adequacy of Franchisee's or any Contractor's insurance or preclude or prevent any action by County against Franchisee for breach of the requirements of this Section 20.

20.12 **Contractors:** Franchisee shall include all Contractors as insured under its policies or, alternatively, Franchisee must require each of its Contractors to procure and maintain appropriate and reasonable insurance coverage and insurance limits to cover each of the Contractor's liabilities given the scope of work and the services being provided herein. All liability insurance policies (except Professional Liability and Workers Compensation) provided by the Contractor(s) must name the County and its elected and appointed officials, employees, and agents as additional insured, for full coverage and policy limits. Franchisee is obligated to require and verify that all Contractors maintain insurance and ensure that the County is covered as additional insured. Upon request by the County, and within five (5) business days, Franchisee must provide evidence of Contractor(s) Insurance coverage (including endorsements).

20.13 **Insurance Review:** In consideration of the duration of this Franchise, the Parties agree that the Insurance Section herein, at the discretion of the County Risk Manager, may be reviewed and reasonably adjusted with each amendment and within ninety (90) days of the end of the first five (5) year period of the term of this Franchise and the end of each successive five (5) year period thereafter. Any adjustments made as determined by the County Risk Manager, shall be in accordance with reasonably prudent risk management practices and insurance industry standards and shall be effective on the first day of each successive five (5) year period.

Adjustment, if any, in insurance premium(s) shall be the responsibility of Franchisee. Any failure by the County to exercise the right to review and adjust at any of the aforementioned timings shall not constitute a waiver of future review and adjustment timings.

20.14 Franchisee shall furnish the County with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of Franchisee or its Contractor(s) before commencement of any Construction, Maintenance, Operations, or any work or any other activities associated with this Franchise.

20.15 In satisfaction of the insurance requirements set forth in this Section 20, Franchisee may maintain a fully-funded self-insurance program for its liability exposures in this Franchise, which is consistent with good utility practice. Franchisee agrees to provide the County with at least thirty (30) days' prior written notice of any material change in Franchisee's self-funded insurance program and will provide a letter of self-insurance as adequate proof of coverage. If Franchisee decides to no longer maintain a self-insurance program for its liabilities, Franchisee must promptly notify the County and provide certificates of insurance and corresponding endorsements evidencing the insurance requirements in this Franchise have been satisfied.

Section 21. Performance Bond

If the County deems as necessary, the Franchisee shall, on or before the Effective Date of this Franchise, or during the term of this Franchise [if a performance bond was not previously required], furnish a bond executed by Franchisee with a corporate surety authorized to do surety business in the State of Washington, with an AM Best's rating of an A: XII in the amount determined suitable by the County to ensure the faithful performance of Franchisee's obligations under this Franchise. The bond shall stipulate that Franchisee shall comply with all of Franchisee's obligations under this Franchise. Franchisee shall pay all premiums or costs associated with maintaining the performance bond and shall keep the same in full force and effect at all times during the term of this Franchise and any extension thereof. If Franchisee fails to provide or maintain the bond, then the County may require Franchisee to substitute an equivalent cash deposit in lieu of the bond. With written notice the County, in its sole discretion, may allow Franchisee to cancel this performance bond. Nothing in this agreement shall compel the County to cancel this bond.

WORKING IN THE RIGHT OF WAY

Section 22. Right-of-Way Construction Permit Required

22.1 Franchisee Parties shall not commence any Construction or Maintenance work within the Franchise Area until an applicable construction permit authorizing such work has been issued pursuant to KCC 14.44, except as provided in Section 23 of this Franchise. Applications for construction permits shall be presented to the King County Real Estate Services Section (“RES”) along with such detailed design and Construction plans and documents, studies, and reports as are required by RES. Franchisee shall provide a bond if required by the County (in a form approved by the County) prior to permit issuance. Any bond(s) required under this Section 22 shall be separate from any performance bond required under Section 21.

22.2 Any and all work performed by Franchisee Parties or on behalf of Franchisee pursuant to this Franchise shall be performed in accordance with all County standards applicable at the time of such work, including but not limited to the King County Comprehensive Plan, the King County Regulations for Accommodation of Public Utilities on County ROW, the Road Standards, the County approved plans and specifications for the work, and the terms and conditions of any ROW construction permit and other permits or approvals required under the King County Code. All Facilities and all Construction or Maintenance shall be the responsibility of Franchisee and the County hereby disclaims any duty or obligation regarding the same. All permits for Construction or Maintenance shall be applied for and issued in the name of Franchisee, and Franchisee shall be responsible for all work done under the permit, regardless of who performs the work.

22.3 Franchisee Parties and Contractors shall comply with any and all conditions contained in applicable permits or approvals.

Section 23. Emergency Work

23.1. If Facilities become damaged or nonoperational such that an Emergency is presented, or if Franchisee or any Contractor carries out Construction or Maintenance in a manner that creates an Emergency, then Franchisee shall immediately take such measures as are reasonably necessary to repair the Facilities at issue or to remedy the Emergency. In the event of an Emergency as described above, Franchisee may take corrective action immediately, without first applying for or obtaining an ROW construction permit. However, the need to take immediate corrective action shall not relieve Franchisee from its obligation to notify the County and to obtain an ROW construction permit or any other permits necessary for the corrective actions. In the event of any Emergency, whether described in this Section 23 or otherwise, Franchisee shall, upon discovery of the Emergency, immediately notify the County of the Emergency via email to both the Road Services Division (KCUIU@kingcounty.gov) and the Real Estate Services Section (Res.permits@kingcounty.gov), with a copy to the KCIT Cable Office (CableOffice@kingcounty.gov). ROW construction permit applications must be submitted as soon as reasonably feasible, yet no later than one (1) full working day after Franchisee discovers the Emergency. In the event of a dispute, Franchisee shall bear the burden to prove (i) that the County received such notice and (ii) when the County received such notice.

23.2 If the County discovers or is alerted by a third party of an Emergency involving the Facilities, the County will first make a good faith effort, considering the urgency of the circumstances, to contact Franchisee to allow Franchisee to remedy the Emergency. If the County is unable to contact Franchisee or Franchisee is unable to remedy the Emergency in a timely manner, the County may take corrective action, and Franchisee shall reimburse the County for any and all documented direct costs and expenses incurred by the County. Such costs and expenses shall include, but not be limited to Franchisee's proportionate share of the costs of County

personnel assigned to review emergency corrective action plans or to oversee or engage in any corrective action as a result of the Emergency.

Section 24. Compliance with Laws; Performance Standards

24.1 Franchisee Parties shall at all times comply with all Laws including Environmental Laws, any applicable Washington Utilities and Transportation Committee (“WUTC”) settlement agreements, and Utility standards including, but not limited to, the County’s Comprehensive Plan, zoning code, and any development regulations that are applicable to any and all work or other activities performed by Franchisee Parties pursuant to or under authority of this Franchise.

24.2 Construction or Maintenance shall not unreasonably impede: (A) public use of the County ROW or associated road(s) for vehicular and pedestrian transportation; (B) construction or maintenance activities by other authorized users of the Franchise Area or County ROW, or access to or use of their facilities; (C) the operation, maintenance, or improvement by the County of any County ROW, or other public property impacted by the Construction or Maintenance; or (D) the use of the Franchise Area or County ROW for other governmental purposes. Construction or Maintenance shall comply with all permit conditions or other requirements.

24.3 During any periods of Construction or Maintenance, Franchisee Parties shall at all times post and maintain proper barricades and comply with all applicable safety regulations as required by Laws, including, but not limited to RCW 39.04.180 for the construction of trench safety systems.

24.4 Before a Franchisee Party commences any work under this Franchise which may disturb any existing monuments or markers relating to subdivisions, plats, roads, or surveys, the Franchisee Party shall have a Washington State Professional Land Surveyor locate and reference all such monuments and markers consistent with RCW 58.09.130 and a permit shall be obtained (if required) from the Washington State Department of Natural Resources prior to the commencement of work pursuant to WAC 332-120. The replacement of all such monuments or markers disturbed by a Franchisee Party shall be the responsibility of Franchisee, at no cost to the County.

24.5 If a Franchisee Party plans to make excavations in the Franchise Area, Franchisee shall, upon receipt of a written request to do so, provide an opportunity for the County and/or other authorized users of the applicable County ROW to participate in such excavation, and shall coordinate such participation with the County or any such other authorized users; provided that, Franchisee need not permit the County or any other party to participate in an excavation if any of the following are true, in the reasonable judgment of the County Road Engineer, in consultation with Franchisee:

- (A) such joint excavation would unreasonably delay the performance of Franchisee’s work; or
- (B) despite good-faith efforts, the parties involved are unable to agree upon reasonable terms and conditions for accomplishing such joint excavation; or

(C) valid safety reasons exist for denying a request for such joint excavation or installation of proposed facilities of another party would be in conflict with the best practices employed by Franchisee; or

(D) the excavation is for the purpose of an Emergency consistent with Section 23 of this Franchise.

24.6 Franchisee shall maintain all Facilities in a good state of repair. Franchisee shall, at no expense to the County, promptly repair Facilities, including all appurtenant facilities and service lines connecting Franchisee's system to users, if the repair is required by the County for any reasonable purpose.

24.7 Franchisee shall maintain a reasonably clear area, not less than five (5) feet, around all Facilities permitted and installed above ground so they will be clearly visible for purposes of County operations and maintenance. If Franchisee intends to use chemical sprays to control or kill weeds and brush, then Franchisee must first obtain an ROW construction permit. The County may limit or restrict the types, amounts, and timing of application if a significant negative impact on the aesthetics or environment of the area is anticipated, provided such limitations or restrictions are not in conflict with State law governing utility ROW maintenance and the King County Code related to sensitive areas.

Section 25. Restoration of the County ROW

Promptly after completing any work within the County ROW, including, but not limited to, any Construction, Franchisee shall, at no cost to the County, restore the surface of the County ROW and any adjacent areas directly affected by a Franchisee Party's work to as good or better condition as such areas were in immediately prior to the commencement of such work, consistent with the County's regulations for accommodation of utilities on county road rights-of-way, adopted in KCC 14.44.060, and any restoration conditions contained in applicable permits or approvals. The County Road Engineer shall have final authority to determine the adequacy of the restoration performed in accordance with the requirements set forth herein.

Section 26. Maps and Records

26.1 Franchisee shall maintain accurate records to document activities performed pursuant to this Franchise for six (6) years following the expiration, revocation, or termination of this Franchise, or any Holdover Period, whichever is later. Required records include the following:

(A) records of Construction, Maintenance, Operation, inspections, and regulatory compliance for all Facilities subject to this Franchise; and,

(B) as-built plans or, when as-built plans are not available, 100% design drawings as modified following construction, maps, GPS charts, and any other records depicting the final locations and conditions of Facilities ("As-Built Plans").

26.2 The County shall have the right to review such records or to request copies of such records, which Franchisee shall provide at no cost to the County. If a discrepancy is discovered in its As-Built Plans, Franchisee shall update its records to correct the discrepancy. With respect to any excavations within the Franchise Area undertaken by or on behalf of Franchisee or the County, nothing herein is intended (nor shall be construed) to relieve either Party of its obligations under RCW 19.122 with respect to determining the location of utility facilities.

26.3 If Franchisee considers any portion of its records provided to the County to be protected from disclosure under law, Franchisee shall clearly identify any specific information that it claims to be confidential or proprietary and the basis for such claim. If the County receives a request under the Public Records Act, RCW 42.56 (“PRA”), to inspect or copy the information so identified by Franchisee and the County determines that release of the information is required by the PRA or is otherwise appropriate, the County's sole obligations shall be to notify Franchisee in writing (A) of the request and (B) of the date that such information will be released to the requestor unless Franchisee obtains a court order to enjoin disclosure under RCW 42.56.540. The County shall provide Franchisee with such notice at least ten (10) days prior to the date that such information will be released. If Franchisee fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has, and by this Section 26.3 assumes, no obligation on behalf of Franchisee to claim or make any exemption from disclosure under the PRA. The County shall not be liable to Franchisee for releasing records not clearly identified by Franchisee as confidential or proprietary. The County shall not be liable to Franchisee for any records that the County releases in compliance with this Section 26.3 or in compliance with an order of a court of competent jurisdiction.

Section 27. Relocation of Facilities

27.1 Franchisee shall be responsible, at no expense to the County, to repair, remove, relocate, or adjust all Facilities if such, repair, removal, relocation, or adjustment is required by the County for any purpose.

27.2 If an Emergency requires the relocation of Facilities, the County shall give Franchisee notice of the Emergency as soon as reasonably practicable. Upon receipt of such notice from the County, Franchisee shall respond as soon as reasonably practicable to relocate the affected Facilities.

27.3 Upon request by the County and in order to facilitate the design and construction of any County improvements in the Franchise Area or County ROW, Franchisee shall locate and, if the County deems it reasonably necessary, excavate and expose, at Franchisee’s sole cost and expense, Facilities for inspection by the County; provided that Franchisee shall not be required to excavate and expose Facilities for inspection unless the County Road Engineer reasonably determines that Franchisee's record plans and record drawings are inadequate for the County's planning purposes. The decision to require relocation of any Facilities in order to accommodate County improvements shall be made by the County Road Engineer in their sole and absolute discretion upon review of the location and construction of Facilities.

27.4 In the event a condition or requirement imposed by the County upon any person or entity other than County Parties (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals for permits for zoning, land use,

construction, or development) reasonably necessitates adjustment, modification, relocation, or removal of any Facilities, then Franchisee shall adjust, modify, relocate, or remove such Facilities to accommodate such condition or requirement imposed by the County, at no cost to the County; provided that nothing in this Franchise is intended or shall be construed to prohibit Franchisee from assessing on such other person or entity the costs of adjustment, modification, relocation or removal as a condition of such action pursuant to this Section 27.

27.5 If the County determines that a County capital improvement project necessitates adjustment, modification, relocation, or removal of Facilities, then:

(A) The County shall provide Franchisee reasonable written notice consistent with Section 27.5(B) of this Franchise prior to the commencement of the construction phase of the County project at issue; PROVIDED, that under the following circumstances the County need only provide the Franchisee with written notice as soon as may be reasonably practicable: (a) in the event of an Emergency; (b) in the event of an Emergency beyond the control of the County and which will result in adverse financial consequences to the County; or (c) where the need to relocate the Facilities could not reasonably have been anticipated by the County.

(B) The County shall provide Franchisee with copies of pertinent portions of the plans and specifications for the County project as well as any proposed new location for the Facilities at least ninety (90) days prior to the commencement of the construction phase of the County project to enable Franchisee to promptly relocate such Facilities.

(C) After receipt of such notice and such plans and specifications, unless the Parties agree otherwise, Franchisee shall complete relocation of Facilities within the County ROW at least ten (10) days prior to commencement of the construction phase of the County project at no charge, cost, or expense to the County. In the event of an Emergency, Franchisee shall relocate the Facilities at issue within a time period reasonably specified by the County Road Engineer.

(D) If Franchisee determines that relocation cannot reasonably be completed within the time period provided by the County, Franchisee shall propose a revised schedule to the County for completion of such relocation work. If the County and Franchisee agree upon a schedule to relocate Facilities, Franchisee shall complete the relocation of Facilities in accordance with the agreed upon schedule. If the County and Franchisee are unable to agree upon a relocation schedule, Franchisee shall relocate Facilities according to a schedule reasonably established by the County.

(E) Unless the Parties agree otherwise, if Franchisee fails to complete adjustment, modification, relocation, or removal of Facilities within the time prescribed and to the County's satisfaction, the County may cause such work to be done and bill the cost of the work to Franchisee. Franchisee shall remit payment to the County within thirty (30) days of receipt of an itemized list of associated costs.

(F) Franchisee shall also be responsible for ensuring that all Colocator facilities are relocated contemporaneously with Facilities. If relocation of Facilities, including Colocator facilities is not completed in a timely fashion pursuant to this Section 27.5,

Franchisee shall bear any and all relocation and delay costs incurred by the County, except for the duration of a Force Majeure event. Force Majeure shall mean landslides, earthquakes, lightning, fires, hurricanes, volcanic activity, storms, floods, civil disturbances, acts of terrorism, or other similar events which are not reasonably within the control of the Parties.

27.6 When the County or its contractor provides notice to Franchisee, in accordance with RCW Chapter 19.122, of its intent to excavate in the Franchise Area or County ROW, Franchisee shall, at no expense to the County, provide the County or its contractor the best information available from Franchisee's records or, where reasonable, from the use of locating equipment as to the location of Facilities, as well as to the location of facilities connected to its system that are in the Franchise Area and that Franchisee does not own, including appurtenant facilities and service lines connecting its system to users. Franchisee shall mark the surface where surface marking would reasonably be of use in the excavation. If Franchisee fails to make good faith efforts to provide the information required in this Section 27.6 within the deadlines provided by RCW Chapter 19.122, Franchisee shall defend, indemnify, and hold the County harmless for all claims and reasonable costs that result from damage to Facilities or other connected facilities if the damage occurs as a result of Franchisee's failure to provide the information. Nothing in this Section 27.6 is intended or shall be construed to create any rights in any third party or to form the basis for any obligation or liability on the part of the County or Franchisee toward any third party, nor is anything in this Section 27.6 intended or to be construed to alter the rights and responsibilities of the Parties under RCW Chapter 19.122, as amended.

27.7 Nothing in this Franchise shall prevent Franchisee from imposing reasonable terms when responding to a request for relocation of any Facilities by any person or entity other than the County, where the facilities to be constructed by said person or entity are not or will not become County-owned, operated or maintained facilities and the relocation is not subject to the provisions of Section 27.4.

Section 28. Use of Facilities by Colocators; Third-Party Facilities

28.1 Franchisee may contract for use of Facilities in the Franchise Area by a Colocator with prior written consent of the County, which consent will not be unreasonably withheld. Use of Facilities by a Colocator shall be conditioned on the following: 1) the Facilities must be in compliance with the Road Standards; and 2) the Colocator must have a valid franchise, ROW Use Agreement, or other County authorization for use of the County ROW. Franchisee shall require any Colocator requesting use of Facilities to provide documentation of County authorization to occupy the County ROW. In the event a Colocator does not provide such documentation, Franchisee shall notify the County of the Colocator's request and shall suspend processing such request until documentation of County authorization is provided. In addition, Franchisee shall be responsible for requiring all Colocators to comply with all applicable provisions of this Franchise. Franchisee shall not allow a third party other than a Colocator to use Facilities.

28.2 Transfer of ownership of any Facilities to a Colocator shall be subject to the County's prior written consent, such consent not to be unreasonably withheld, and a written agreement between the County and the Colocator, binding the Colocator to compliance with all applicable terms and conditions of this Franchise.

28.3 In the event Franchisee allows Colocators to utilize Facilities in the future, then Franchisee shall provide the County with a list of all Colocators using Facilities in the County ROW. Such list shall be submitted to the County annually, by January 31st throughout the term of this Franchise and any extension thereof.

28.4 Transfer of this Franchise or use of Facilities in violation of this Section 28 shall constitute a Default of the Franchise.

28.5 If Franchisee performs work or repairs on Colocator-owned or other third-party-owned facilities located in the County ROW and connected to Franchisee's own Facilities, then Franchisee shall comply with the terms and conditions of this Franchise.

Section 29. Roadside Management Program

29.1 Within **ninety (90) days** following the Effective Date, Franchisee shall submit a Roadside Management Assessment ("RMA") to the County which includes an assessment of whether its Facilities are all located underground, or, if some or all of its facilities are located above-ground, and whether the Facilities comply with the Road Standards, including but not limited to Section 5.10, Roadside Obstacles. If, after preparing the RMA, Franchisee concludes that all Facilities are located underground (or, if it has Facilities located above-ground, Franchisee concludes that those Facilities comply with the Road Standards), then Franchisee shall certify this finding in an RMA to the County Road Engineer.

29.2 If after completing an RMA Franchisee concludes that it has above-ground Facilities that are not in compliance with the Road Standards, then Franchisee shall carry out a program acceptable to the County for Franchisee, at its sole cost and expense, to remove or relocate its non-compliant Facilities to bring them into compliance with the Road Standards. Franchisee shall submit a Roadside Management Program to the County within one hundred twenty (120) days following the Effective Date. Once Franchisee's RMP is approved by the County, then Franchisee shall schedule and carry out the RMP in cooperation with the County. Franchisee shall submit an annual Roadside Management Program Work Plan identifying specific remediation project to be accomplished during that year and an annual Roadside Management Program Work Report, showing the progress of remediation projects accomplished during the preceding year. The RMP Work Plan and the RMP Work Report shall both be due to the County by January 31st of every year of this Franchise, until such time that all Facilities identified in the plan have been remediated and brought into compliance with the Road Standards.

29.3 If Franchisee installs or acquires above-ground Facilities at any time after Franchisee has previously certified that all its Facilities were located underground, then Franchisee must immediately update its RMA described in Section 29.1 as to whether the above-ground Facilities comply with the Road Standards and submit the updated RMA to the County Road Engineer. If Franchisee concludes that the above-ground Facilities comply with the Road Standards, then Franchisee shall so certify to the County as required under Section 29.1. If Franchisee determines that the above-ground Facilities do not comply with the Road Standards, then Franchisee shall carry out a remediation program consistent with Section 29.2.

Section 30. Hazardous Materials

30.1 Franchisee may use Authorized Hazardous Materials in the Franchise Area; provided that Franchisee's use of Authorized Hazardous Materials in the Franchise Area shall at all times be undertaken in strict compliance with all Environmental Laws. Franchisee and Contractors shall not cause or contribute to a Release, in any manner, through act or omission.

30.2 If a Release occurs or if Franchisee or a Contractor discovers any Hazardous Material(s), then Franchisee shall immediately or as soon thereafter as reasonably possible (but in no event later than the next business day) provide written notice of the Release or Hazardous Material(s) to the County by email to the Real Estate Services Section (RES.permits@kingcounty.gov), and the Road Services Division (KCUIU@kingcounty.gov), with a copy to the KCIT Cable Office (CableOffice@kingcounty.gov), and provide notice to any affected property owner, and if required by Environmental Laws, to the Washington State Department of Ecology and other government entities.

30.3 The County shall not be liable to Franchisee or a Contractor for any damages, costs, losses, expenses, penalties, or liabilities arising out of or connected with a Release under Franchisee's exercise of this Franchise and Franchisee hereby releases the County from any such claims. Franchisee shall be responsible, at no cost to the County, for promptly remediating any and all Releases within the Franchise Area, during any time period in which Franchisee had Facilities within the Franchise Area. Franchisee is also responsible for remediating any Releases that migrated from the Franchise Area to property outside the Franchise Area. At a minimum, Releases shall be remediated to the applicable cleanup standards under Environmental Laws that will allow for unrestricted use of the Franchise Area, or adjacent property with no environmental covenant or other deed restriction required to be recorded. The County shall review and approve of any remediation plan prior to implementation; however, Franchisee shall be entitled to respond immediately to an Emergency without prior approval from County, including but not limited to taking actions necessary to prevent the Release from migrating, leaching, or otherwise spreading, and taking actions necessary to respond to any immediate obligations imposed on Franchisee by Environmental Laws. Franchisee shall cooperate in any environmental investigations conducted by or at the direction of the County or any state, federal, or local agency with jurisdiction where there is evidence of contamination in the Franchise Area, or where otherwise incidental to Franchisee's exercise of this Franchise, or where the County is directed to conduct such investigation by an agency or agencies having jurisdiction. Franchisee shall, at its sole cost and expense, timely prepare and submit any reports or communications relating to any remediation actions as required by Environmental Laws. Franchisee shall provide the County with copies of all reports, sampling data, and communications to and from government entities concerning Franchisee's remediation actions taken under this Section 30.3.

Notwithstanding Franchisee's obligation to completely remediate the Franchise Area and any property outside the Franchise Area to which a Release migrated, in the event of any Release, the County may, in the interest of protecting the health, safety, welfare, and property of the public, immediately take whatever actions it deems necessary or advisable, in its sole discretion, to investigate, contain, or otherwise remediate the Release at issue. The County shall be entitled to

reimbursement from Franchisee of any and all costs and expenses incurred by the County under this Section 30.3. Franchisee's reimbursement shall be due upon receipt of the County's invoice for such costs and expenses.

30.4 Franchisee shall address all Hazardous Materials encountered in conducting actions authorized under this Franchise in full compliance with Environmental Laws, including but not limited to the excavation, stockpiling, transportation, and disposal of those materials, at no cost to the County. The County shall not be liable for any damages, costs, losses, expenses, penalties, or liabilities arising out of or connected with the presence of Hazardous Materials and Franchisee hereby releases the County from any such claims. Franchisee shall conduct actions in the Franchisee Area in a manner that does not cause migration or other exacerbation of the Hazardous Materials. Before carrying out activities that might disturb Hazardous Materials, Franchisee shall contact the County regarding the proposed activity. The County reserves the right to propose alternatives to Franchisee that would not require Franchisee to disturb the Hazardous Materials. Franchisee is not required to remove or otherwise remediate any Hazardous Materials except to the extent necessary to conduct actions authorized under this Franchise or to the extent necessary to remediate any migration or other exacerbation of Hazardous Materials caused by Franchisee. Franchisee shall at no cost to the County, timely prepare and submit any reports or communications required by Environmental Laws concerning any actions under this Section 30.4, and Franchisee shall provide the County with copies of such reports or communications. Franchisee shall also provide the County documentation or other information concerning Franchisee's actions concerning Hazardous Materials that is not submitted to government entities. Nothing in this Franchise shall be construed as limiting Franchisee's ability to pursue the recovery of remedial action costs incurred for excavation, stockpiling, transportation, and disposal of Hazardous Materials from parties other than County Parties.

30.5 Franchisee hereby releases each County Party from, and shall indemnify, defend (at the County's option and using counsel acceptable to the County), and hold each County Party harmless from and against, any and all claims, liabilities, lawsuits, actions, judgments, awards, penalties, administrative proceedings, government orders, fines, expenses, costs (including but not limited to removal, remedial action, or other costs recoverable under CERCLA or MTCA), any and all other requirements, charges, interest, fees, or oversight costs, and all other damages (including, but not limited to, reasonable attorneys' fees and costs) (collectively, "Environmental Claims") incurred or suffered by the County or any County Party and arising out of or related to: (A) any Release within the Franchise Area, including Releases that may migrate from the Franchise Area to property outside the Franchise Area; (B) the acts or omissions of Franchisee or Contractors under this Franchise; and (C) costs of compliance incurred in connection with any Environmental Claim, investigation or other action under Environmental Laws pursuant to Franchisee's exercise of this Franchise.

30.6 If any County Party incurs attorneys' fees, legal expenses, or other costs to enforce the provisions of this Section 30 against Franchisee or a Contractor, then all such fees, expenses, and costs shall be recoverable from Franchisee to the extent County Parties prevail in such action. The hourly rates for any award of attorneys' fees will be calculated based on the rate that would be charged for the services provided by an attorney who is in private practice, of the same expertise and experience as the prevailing party's attorney(s).

30.7 The Parties specifically and expressly agree that, solely to the extent required to enforce the release, indemnification, defense, and hold harmless obligations contained in this Section 30, Franchisee waives its immunity under RCW Title 51 as to County Parties; provided, however, the foregoing waiver shall not in any way preclude Franchisee from raising such immunity as a defense against any claim brought against Franchisee by any of its employees. This waiver has been mutually negotiated by the Parties.

30.8 All Claims involving Hazardous Material shall be subject to this Section 30 and not the indemnity and liability provisions of Section 18 (Hold Harmless and Indemnification). This Section 30 provides the Parties' exclusive contractual remedies as to Hazardous Materials but does not limit and shall not be deemed to affect the County's statutory rights of recovery or its common law causes of action.

Section 31. Dangerous Conditions; Authority for County to Abate

31.1 Whenever Franchisee's Construction, Operation, Maintenance, or abandonment of Facilities has caused or contributed to a condition that, in the reasonable opinion of the County Road Engineer, substantially impairs the lateral support of the adjoining road or public or private property, or endangers the public, an adjoining public place, road facilities, County property or private property, the County Road Engineer may direct Franchisee to remedy the condition or danger to the satisfaction of the County Road Engineer, within a specified period of time and at no expense to the County.

31.2 In the event that Franchisee fails or refuses to promptly take the actions directed by the County Road Engineer or fails to fully comply with such directions, the County may take actions that are reasonably necessary to protect the public, the adjacent roads, road facilities, or to maintain the lateral support thereof, or actions necessary to ensure the public safety, and Franchisee shall be liable to the County for the costs thereof.

31.3 This Section 31 does not affect the Parties' rights and obligations regarding Emergencies under Section 23.

Section 32. Decommissioning of Facilities

32.1 If Franchisee wishes to cease Operation and decommission in place any portion of Facilities, Franchisee shall provide a written decommissioning request ("Request") to the County a minimum of **ninety (90) days** prior to the date Franchisee intends to decommission Facilities. Unless such Request is part of an application for a Franchise Area, construction permit, the Franchisee shall deliver the Request in accordance with Section 9, to the attention of the County Road Engineer and the County contact listed in Section 9.1. Franchisee's Request shall specify which Facilities it wishes to decommission in place along with an acknowledgment that Franchisee will maintain ownership and responsibility of decommissioned Facilities in perpetuity.

32.2 The County will review the Request and assess whether decommissioning in place will pose a hazard to the public use of the Franchise Area. If the County determines that the Request will pose a hazard to the public use of Franchise Area, the County may deny the Request or alternatively may approve the Request with terms and conditions that Franchisee must meet to

ensure that the decommissioned Facilities will not pose a hazard to the public use of Franchise Area.

32.3 If the County approves Franchisee's Request, Franchisee shall continue to own and be responsible for all decommissioned Facilities.

32.4 If the County denies Franchisee's Request in whole or in part, or if Franchisee refuses to accept terms and conditions imposed to ensure that the decommissioned Facilities will not pose a hazard to the public use of Franchise Area, then Franchisee may not decommission in place the subject Facilities.

32.5 If Franchisee decommissions Facilities after the County has denied its Request, or if Franchisee fails to satisfy any terms and conditions imposed to ensure that the decommissioned Facilities will not pose a hazard to the public use of the Franchise Area, then Franchisee shall be deemed to have decommissioned Facilities without authorization. In the event of any unauthorized decommissioning of any portion of Facilities by Franchisee, the County may, at its election, and in addition to any other remedies or enforcement options available to the County under this Franchise, at law or in equity, remove all or any portion of the decommissioned Facilities on behalf of Franchisee and restore the Franchise Area following such removal. If the County chooses to remove Facilities and restore the Franchise Area on Franchisee's behalf, then the County may dispose of the removed Facilities in any manner it deems fit, and Franchisee shall reimburse the County for all costs and expenses incurred by the County in performing such removal and restoration activities.

32.6 Within **ninety (90) days** of the end of the term of this Franchise, including any extension, renewal, or termination thereof, Franchisee shall provide a Request to the County pursuant to Section 32.1 if Franchisee wishes to decommission in place any of its Facilities. The Request and the Parties' associated obligations and rights shall be subject to the provisions of Sections 32.1 through 32.5. If Franchisee fails to provide such Request within **ninety (90) days**, Franchisee shall be deemed to have decommissioned in place its Facilities without authorization, and the County shall have the remedies available to it under Section 32.5 in addition to any other remedies or enforcement options available under the Franchise, at law or in equity.

32.7 For purposes of this Franchise, decommissioning includes failure by Franchisee to use any portion of Facilities for twelve (12) consecutive months. Use by Colocators or other third parties shall not constitute "use" for purposes of determining whether decommissioning has occurred under this Section 32.

32.8 If Franchisee does not intend to continue use of any Facilities which are occupied by a Colocator, and Franchisee desires to transfer ownership of Facilities to said Colocator rather than decommissioning them in place, Franchisee shall notify the County of its intentions as prescribed in Section 17, and any transfer shall be subject to the terms of Section 17. No Facilities located in the clear zone shall be decommissioned in place or transferred to another party.

EXECUTION

Section 33. Acceptance

Franchisee shall have **ninety (90) days** to accept this Franchise, beginning from the date that the ordinance authorizing the Executive to execute this Franchise is effective. If Franchisee wishes to accept this Franchise, then Franchisee shall send Franchisee's executed copy of the Franchise to the County, which shall be deemed Franchisee's unconditional written acceptance of this Franchise. Full and timely acceptance of this Franchise by the Franchisee is a condition precedent to it taking effect. If this Franchise is not executed by Franchisee within the time specified in this Section 33, then this Franchise will be voidable in the County's sole and absolute discretion and if the County voids it then this Franchise will have no force or effect.

Section 34. Exhibits

The following attached Exhibits are made a part of this Franchise. The terms of any amendments to this Franchise and the Exhibits shall control over any inconsistent provision in the Sections of this Franchise.

- EXHIBIT A: Franchise Area Legal Description
- EXHIBIT B: Franchise Area Maps
- EXHIBIT C: NOT USED
- EXHIBIT D: NOT USED

IN WITNESS WHEREOF, the Parties hereto have executed this Franchise as of the date and year set forth below.

HYPERFIBER OF WASHINGTON, LLC

KING COUNTY,

a home rule charter county and political subdivision
of the State of Washington

Signature

Date

Signature

Date

Printed Name and Title

Director/Chief Information Officer, Department of
Information Technology

Approved as to form:

Deputy Prosecuting Attorney

Date

(NOTARY PAGE FOLLOWS)

HYPERFIBER OF WASHINGTON, LLC

STATE OF WASHINGTON)
): ss.
COUNTY OF King County)

On this _____ day of _____, 20____, before me personally
appeared _____, and under oath stated that as
_____ of _____, s/he was authorized to
execute the foregoing instrument, which s/he signed as a free and voluntary act on behalf of and
with the knowledge and authority of _____.

Given under my hand and official seal hereto affixed the day and year last above written.

Notary Seal

(Signature)

(Print or type name)
Notary Public in and for the State of Washington
residing at _____
My commission expires _____

KING COUNTY

STATE OF WASHINGTON)
): ss.
COUNTY OF KING)

On this _____ day of _____, 20____, before me personally
appeared _____, known to me as the Director/Chief Information Officer, Department
of Information Technology, for King County, and under oath stated that s/he was authorized to
execute the foregoing instrument, which s/he signed as a free and voluntary act on behalf of and
with the knowledge and authority of King County.

Given under my hand and official seal hereto affixed the day and year last above written.

Notary Seal

(Signature)

(Print or type name)
Notary Public in and for the State of Washington
residing at _____
My commission expires _____

EXHIBIT A

FRANCHISE AREA DESCRIPTION

All those portions of unincorporated King County excluding all incorporated Cities located in following townships and Ranges: Township 26, Ranges 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, Township 25, Ranges 5, 6, 7, 8, 9, 10, 11, 12 and 13, Township 24, Ranges 6, 7, 8, 9, 10, 11, 12 and 13, Township 23, Ranges 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Township 22, Ranges 5, 6, 7, 8, 9, 10 and 11, Township 21, Ranges 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Township 20, Ranges 5, 6, 7, 8, 9, 10, 11 and 12, Township 19, Ranges 6, 7, 8, 9, 10 and 11.

The foregoing includes all sections within the described townships and ranges.

EXHIBIT B

FRANCHISE AREA MAP

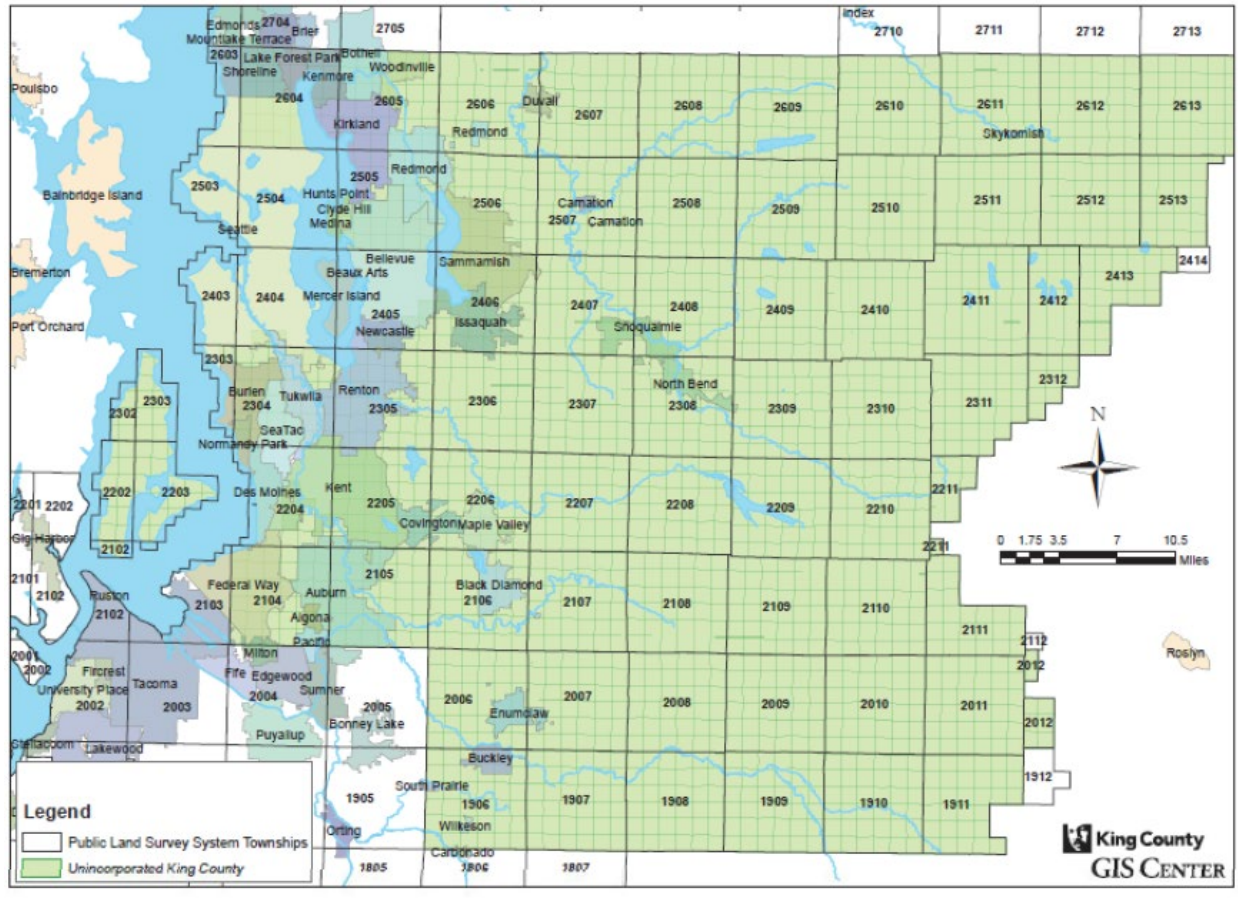


EXHIBIT C

ADDITIONAL LANGUAGE

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EXHIBIT D

NON-STANDARD ADDITIONS TO FRANCHISE DOCUMENT

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**King County**

Shannon Braddock
King County Executive

401 Fifth Avenue, Suite 800
Seattle, WA 98104

206-296-9600 Fax 206-296-0194
TTY Relay: 711
www.kingcounty.gov

September 19, 2025

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

Dear Councilmember Zahilay:

This letter transmits a proposed Ordinance that, if enacted, would authorize King County to enter into a non-exclusive franchise agreement with HyperFiber of Washington, LLC for the for use of certain King County road rights-of-way in unincorporated King County in Districts, 5, 7, and 9 for the construction, operation, and maintenance of wireline telecommunications transmission facilities. The application and negotiated franchise agreement meets the criteria for approval as specified in King County Code 6.27.060.A and ensures a continuing service to the public.

HyperFiber of Washington, LLC is a for-profit corporation which intends to build a broadband fiber-optic network to serve residential and business customers in areas of unincorporated King County. This network will include aerial pathways on utility poles in King County and underground pathways using conduit installed in King County public rights-of-way. The network provides high speed connections for access to internet, voice, and data services.

Thank you for your consideration of this proposed Ordinance.

If your staff have questions, please contact Stephen Heard, Acting Director and Chief Information Officer, King County Department of Information Technology at 206-477-5728.

The Honorable Girmay Zahilay

September 19, 2025

Page 2

Sincerely,

A handwritten signature in black ink, appearing to read 'Shannon Braddock', written in a cursive style.

for

Shannon Braddock

King County Executive

Enclosure

cc: King County Councilmembers
ATTN: Stephanie Cirkovich, Chief of Staff, King County Council
Melani Hay, Clerk of the Council
Karan Gill, Deputy Executive, Chief of Staff, Office of the Executive
Stephanie Pure, Council Relations Director, Office of the Executive
Stephen Heard, Acting Director, King County Department of Information Technology.

2025 FISCAL NOTE

Ordinance/Motion:
 Title: The execution of a franchise agreement with HyperFiber of Washington, LLC
 Affected Agency and/or Agencies: KCIT
 Note Prepared By: Junko Keesecker
 Date Prepared: 7/10/2025
 Note Reviewed By:
 Date Reviewed:

Description of request:

The execution of a franchise agreement with HyperFiber of Washington, LLC, for use of certain King County road rights-of-way in unincorporated King County for the construction, operation, and maintenance of wireline telecommunications transmission facilities. No budgetary impact.

Revenue to:

Agency	Fund Code	Revenue Source	2025	2026-2027	2028-2029
KCIT Cable Communications	10				
TOTAL			0	0	0

Expenditures from:

Agency	Fund Code	Department	2025	2026-2027	2028-2029
KCIT Cable Communications	10	KCIT			
TOTAL			0	0	0

Expenditures by Categories

	2025	2026-2027	2028-2029
TOTAL	0	0	0

Does this legislation require a budget supplemental? Yes/No

Notes and Assumptions:



King County

**Metropolitan King County Council
Government Accountability Committee**

STAFF REPORT

Agenda Item:	7	Name:	Erica Newman
Proposed No.:	2026-0062	Date:	June 9, 2026

SUBJECT

Proposed Ordinance 2026-0062 is related to King County district court electoral district boundaries for 2026 and would amend Ordinance 16803 and K.C.C. 1.12.050.

SUMMARY

Proposed Ordinance 2026-0062 would amend Ordinance 16803, Section 1, as amended, and K.C.C. 1.12.050. The proposed ordinance is the companion ordinance to Ordinance 20037 (adopted in February 2026), which approved the 2026 voting precinct alterations made to reflect a few changes that focused on balancing the population across precincts to accommodate oversized precincts.

According to the transmittal letter, the boundaries of the District Court electoral districts have not changed, but whenever there are changes to the precinct boundaries, K.C.C. 1.12.010.F requires that the District Court electoral districts be updated in King County Code.

BACKGROUND

The District Court is the County’s court of “limited jurisdiction” and has responsibility for traffic infractions, certain civil matters, and misdemeanor criminal offenses in the County’s unincorporated areas. Cities that do not have municipal courts contract with the court to provide those services. The District Court is also the venue for the adjudication of “state” offenses (violations of state statute in the county or when the arresting agency is the Washington State Patrol or other state law enforcement agency). District Court also manages the King County Community Courts.

The requirements and structure of the District Court are established in state statute, county code, and are governed by court rules. Generally, state law allows the local county legislative authority flexibility in the development of the court’s jurisdictional structure. King County’s structure is contained in the County’s District Court District Plan which appears in King County Code Chapter 2.68. The adopted District Court District Plan establishes as policy that the county is a unified, countywide district court. However, the County has also adopted the statutory option of creating electoral districts

that divide the county into smaller areas to allow for a more “local” election of judges without affecting a unified approach to the administration of the court.

Ordinance 20037. In February 2026, Council adopted this ordinance, which approved the revision of voting precincts of King County for 2026. The approved changes altered some of the existing precincts and added some precincts to help balance the population across precincts.

ANALYSIS

Proposed Ordinance 2026-0062. The current District Court District Plan has four electoral districts each with an assigned number of judges. Each district contains a listing of the voter precincts within its geographic boundaries. With the annual changes in County voter precincts, the District Court District Plan must also be changed. Under Washington State Law and King County Code the adjustment or alteration of voting precincts are required on an annual basis.¹

The Department of Elections’ Geographic Information Systems (GIS) Section prepared Proposed Ordinance 2026-0062 as a companion to Ordinance 20037, which approved the 2026 voting precinct alterations and was adopted by the Council in February 2026. As electoral districts are described by the voting precincts they contain, any alterations made to voting precincts require a companion ordinance reflecting those changes. As noted above, the approved changes were needed to balance the population across precincts.²

These changes are administrative in nature, as the actual geographic boundaries of the District Court electoral districts have not changed but are statutorily required. The Elections staff reports that the costs of making these revisions are fully funded as part of the adopted Department of Elections budget.

INVITED

- Kendall LeVan-Hodson, Chief of Staff, King County Elections
- Rebecca Robertson, Chief Presiding Judge, King County District Court

ATTACHMENTS

1. Proposed Ordinance 2026-0062 (and its attachments)
2. Transmittal Letter

¹ RCW 29A.16.040-050 and KCC Chapter 1.12

² The changes primarily focused on balancing the population across precincts to accommodate oversized precincts.



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance

Proposed No. 2026-0062.1

Sponsors von Reichbauer

1 AN ORDINANCE relating to King County district court
2 electoral district boundaries for 2026; and amending
3 Ordinance 16803, Section 1, as amended, and K.C.C.
4 1.12.050.

5 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

6 SECTION 1. Ordinance 16803, Section 1, as amended, and K.C.C. 1.12.050 are
7 each hereby amended to read as follows:

8 A. The district court west electoral district shall be all the area described in
9 subsection B₂ of this section. The boundaries of the other district court electoral districts
10 shall consist of the election precincts in subsection C. of this section. The precincts listed
11 in this section consist of election precincts that have been established by the King County
12 council under K.C.C. 1.12.010.

13 B. West electoral district: all of the area within the boundary of the city of
14 Seattle which includes to the centerline of the waters of Puget Sound and the centerline of
15 Lake Washington.

16 C. The boundaries of the other electoral districts shall consist of the election
17 precincts in Attachments A through D to (~~Ordinance 19937~~) this ordinance, as listed in
18 this subsection, which shall be retained officially on file in the department of elections,
19 with copies maintained by the clerk of the council and the presiding judge of district
20 court.

- 21 1. Southeast: All of the incorporated area of Auburn lying within Pierce
22 County, all the of the incorporated area of Pacific lying within Pierce County, and
23 Attachment A to (~~Ordinance 19937~~) this ordinance.
- 24 2. Southwest: Attachment B to (~~Ordinance 19937~~) this ordinance.
- 25 3. Northeast: Attachment C to (~~Ordinance 19937~~) this ordinance.
- 26 4. Shoreline: Attachment D to (~~Ordinance 19937~~) this ordinance.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

APPROVED this ____ day of _____, ____.

Girmay Zahilay, County Executive

Attachments: A. Southeast, B. Southwest, C. Northeast, D. Shoreline

**2026 King County District Court Electoral Districts
Southeast Electoral District
Election Precincts**

ALG 30-0013	ALG 30-0014	ALG 30-3141	ANGEL CITY
ARIA	ARTHUR	AUB 30-0046	AUB 30-0050
AUB 30-0053	AUB 30-0054	AUB 30-0067	AUB 30-0070
AUB 30-0081	AUB 30-2702	AUB 30-2703	AUB 30-3476
AUB 30-3812	AUB 31-0042	AUB 31-0051	AUB 31-0058
AUB 31-0062	AUB 31-0063	AUB 31-0064	AUB 31-0065
AUB 31-0069	AUB 31-0080	AUB 31-0082	AUB 31-0083
AUB 31-3299	AUB 31-3335	AUB 31-3405	AUB 31-3800
AUB 31-4006	AUB 47-0041	AUB 47-0045	AUB 47-0047
AUB 47-0049	AUB 47-0055	AUB 47-0059	AUB 47-0072
AUB 47-0073	AUB 47-0078	AUB 47-0328	AUB 47-0600
AUB 47-0671	AUB 47-1066	AUB 47-2478	AUB 47-2551
AUB 47-2573	AUB 47-2700	AUB 47-2701	AUB 47-2723
AUB 47-2729	AUB 47-2839	AUB 47-3187	AUB 47-3260
AUB 47-3276	AUB 47-3324	AUB 47-3413	AUB 47-3455
AUB 47-3456	AUB 47-3518	AUB 47-3538	AUB 47-3539
AUB 47-3585	AUB 47-3591	AUB 47-3635	AUB 47-3718
AUB 47-3765	AUB 47-3790	AUB 47-3828	AUB 47-3830
AUB 47-3831	AUB 47-3846	AUB 47-3848	AUB 47-4008
B-D 05-0239	B-D 05-0240	B-D 05-2407	B-D 05-2413
B-D 05-3310	B-D 05-3463	B-D 05-3849	B-D 05-3976
B-D 05-4011	B-D 05-4012	B-D 05-4024	BEAVER
BENNETT	BERGEN	BERRYDALE	BETTY
BITTERROOT	BLACK RIVER	BRIAR	BRIARWOOD
BRIGID	BRINN	BROKEN HILL	BRYAN
BRYN MAWR	CAMPBELL HILL	CANDLEWOOD	CARRIAGE
CARRIAGE LANE	CEDAR PARK	CEDAR RIVER	CHINOOK
CLAY	CLOVER	COALFIELD	CORNELL
COV 47-0279	COV 47-0313	COV 47-0566	COV 47-1127
COV 47-1145	COV 47-1153	COV 47-1203	COV 47-2390
COV 47-2586	COV 47-2711	COV 47-2843	COV 47-2982
COV 47-3244	COV 47-3279	COV 47-3365	COV 47-3517
COV 47-3551	COV 47-3581	COV 47-3597	COV 47-3713
COV 47-3795	COV 47-3799	COV 47-3854	COV 47-3856
COV 47-3885	CROW	CUMBERLAND	DANIEL
DARWOOD	DERRYHURST	DIAMOND	DORRE DON
DURHAM	EARLINGTON	EASTWOOD	ELIZABETH
ENM 05-0409	ENM 05-0410	ENM 05-0411	ENM 05-0413
ENM 05-0415	ENM 05-0416	ENM 05-0417	ENM 05-0418
ENM 05-0419	ENM 05-3246	ENM 05-3247	ENM 05-3248
ENM 05-3414	ENM 05-3492	ENM 05-3834	ENM 05-3890
ENM 05-3994	ENM 05-4022	FAIRGLEN	FAIRHAVEN

FAIRMONT	FAIRMONT GLEN	FAIRVILLE	FAIRWEATHER
FAIRWOOD	FALCON	FARLEY	FOREST
FOUR LAKES	FRANKLIN	FREEDOM	GRASS LAKE
GREEN RIVER	GREEN VALLEY	GRIFFITH	HAM LAKE
HANSEN	HOBART	HOLM LAKE	HONEY
HUCKLEBERRY	HUSKY	IDA	IVERSON
KELLY	KELSEY	KEN 05-3375	KEN 05-3462
KEN 11-0453	KEN 11-0893	KEN 11-0918	KEN 11-3174
KEN 11-3331	KEN 11-3332	KEN 11-3403	KEN 11-3663
KEN 11-3758	KEN 11-3864	KEN 11-3865	KEN 33-0270
KEN 33-0575	KEN 33-0576	KEN 33-0577	KEN 33-0581
KEN 33-0582	KEN 33-0583	KEN 33-0585	KEN 33-0586
KEN 33-0587	KEN 33-0588	KEN 33-0590	KEN 33-0591
KEN 33-0592	KEN 33-0593	KEN 33-0594	KEN 33-0595
KEN 33-0596	KEN 33-0597	KEN 33-0598	KEN 33-0603
KEN 33-1055	KEN 33-2426	KEN 33-2443	KEN 33-2567
KEN 33-2569	KEN 33-2570	KEN 33-2618	KEN 33-2699
KEN 33-2864	KEN 33-3172	KEN 33-3232	KEN 33-3362
KEN 33-3378	KEN 33-3445	KEN 33-3553	KEN 33-3644
KEN 33-3670	KEN 33-3715	KEN 33-3753	KEN 33-3757
KEN 33-3886	KEN 33-3887	KEN 33-3900	KEN 33-3963
KEN 33-3988	KEN 47-0026	KEN 47-0028	KEN 47-0229
KEN 47-0238	KEN 47-0246	KEN 47-0439	KEN 47-0482
KEN 47-0601	KEN 47-0662	KEN 47-0753	KEN 47-0798
KEN 47-0835	KEN 47-0842	KEN 47-0880	KEN 47-0910
KEN 47-1034	KEN 47-1076	KEN 47-1102	KEN 47-1151
KEN 47-1170	KEN 47-2403	KEN 47-2477	KEN 47-2485
KEN 47-2490	KEN 47-2568	KEN 47-2585	KEN 47-2599
KEN 47-2667	KEN 47-2704	KEN 47-2708	KEN 47-2709
KEN 47-2834	KEN 47-2836	KEN 47-2838	KEN 47-2939
KEN 47-2985	KEN 47-3136	KEN 47-3180	KEN 47-3184
KEN 47-3189	KEN 47-3190	KEN 47-3275	KEN 47-3300
KEN 47-3323	KEN 47-3344	KEN 47-3352	KEN 47-3402
KEN 47-3408	KEN 47-3447	KEN 47-3483	KEN 47-3493
KEN 47-3537	KEN 47-3579	KEN 47-3652	KEN 47-3676
KEN 47-3754	KEN 47-3755	KEN 47-3778	KEN 47-3793
KEN 47-3823	KEN 47-3833	KEN 47-3901	KEN 47-3902
KEN 47-3903	KEN 47-3904	KEN 47-3905	KEN 47-3909
KEN 47-3910	KEN 47-3911	KEN 47-3913	KEN 47-4009
KENTLAKE	KRAIN	LAKE DESIRE	LAKE MORTON
LAKE RETREAT	LAKE YOUNGS	LAKERIDGE	LANGSTON
LEAH	LITTLE SOOS	LOIS	LOUIE
LUND	LYNN	MADISON	MAPLE HILLS
MAY VALLEY	MCCOY	MCDIVITT	MCDONALD
MERGANSER	MERRIHILL	MONEYSMITH	MORGAN
MORRIS	MORTON	MUCKLESHOOT	M-V 05-0528
M-V 05-0697	M-V 05-1218	M-V 05-2614	M-V 05-2748
M-V 05-2841	M-V 05-2857	M-V 05-3242	M-V 05-3245
M-V 05-3272	M-V 05-3322	M-V 05-3366	M-V 05-3367

M-V 05-3368	M-V 05-3369	M-V 05-3373	M-V 05-3461
M-V 05-3482	M-V 05-3510	M-V 05-3536	M-V 05-3589
M-V 05-3600	M-V 05-3601	M-V 05-3717	M-V 05-3781
M-V 05-3782	M-V 05-3794	M-V 05-3811	M-V 05-3837
M-V 05-3859	M-V 05-3896	NAILA	NATHAN
NEUWAUKUM	NORI	OSCEOLA	OTTER
PAC 30-0885	PAC 30-0886	PAC 30-0887	PAC 30-2856
PAC 30-3808	PAC 30-3845	PAC 30-3860	PINE
PIPELINE	PLAINS	PTARMIGAN	RAVENSDALE
RED MILL	RENHILL	RIVERSIDE	RNT 05-3698
RNT 11-0031	RNT 11-0354	RNT 11-0404	RNT 11-0455
RNT 11-0456	RNT 11-0502	RNT 11-0539	RNT 11-0719
RNT 11-0738	RNT 11-0804	RNT 11-0962	RNT 11-0964
RNT 11-0965	RNT 11-0967	RNT 11-0970	RNT 11-0971
RNT 11-0973	RNT 11-0975	RNT 11-0978	RNT 11-0979
RNT 11-0981	RNT 11-0983	RNT 11-0984	RNT 11-0985
RNT 11-0986	RNT 11-0988	RNT 11-0989	RNT 11-0990
RNT 11-0991	RNT 11-0992	RNT 11-0993	RNT 11-0994
RNT 11-0995	RNT 11-0996	RNT 11-0997	RNT 11-0998
RNT 11-0999	RNT 11-1000	RNT 11-1002	RNT 11-1004
RNT 11-1006	RNT 11-1007	RNT 11-1008	RNT 11-1010
RNT 11-1011	RNT 11-1012	RNT 11-1015	RNT 11-1017
RNT 11-1018	RNT 11-1109	RNT 11-1125	RNT 11-1204
RNT 11-2472	RNT 11-2475	RNT 11-2581	RNT 11-2582
RNT 11-2583	RNT 11-2607	RNT 11-2739	RNT 11-2815
RNT 11-2816	RNT 11-2844	RNT 11-2845	RNT 11-2854
RNT 11-3154	RNT 11-3162	RNT 11-3222	RNT 11-3223
RNT 11-3224	RNT 11-3287	RNT 11-3359	RNT 11-3404
RNT 11-3438	RNT 11-3535	RNT 11-3555	RNT 11-3563
RNT 11-3564	RNT 11-3575	RNT 11-3588	RNT 11-3590
RNT 11-3604	RNT 11-3609	RNT 11-3619	RNT 11-3643
RNT 11-3650	RNT 11-3660	RNT 11-3683	RNT 11-3751
RNT 11-3756	RNT 11-3777	RNT 11-3779	RNT 11-3780
RNT 11-3784	RNT 11-3873	RNT 11-3879	RNT 11-3921
RNT 11-3923	RNT 11-3927	RNT 11-3928	RNT 11-3929
RNT 11-3931	RNT 11-3957	RNT 11-3990	RNT 11-3991
RNT 11-3996	RNT 11-4023	RNT 37-0969	ROWAN
ROYAL	RUDELL	RUSS	SAWYER
SELLECK	SHADOW LAKE	SHADY LAKE	SHAMROCK
SIERRA	SKYWAY	SPRING LAKE	STACY
SUNSET	SWEENEY	TAHOMA	TANNER
TIMBER	TOOEY	TOTEM	VALENCIA
VEAZIE	WABASH	WALLACE	WANDA
WHITE RIVER	WILLOW	WOODSIDE	WYNOCHE

**2026 King County District Court Electoral Districts
Southwest Electoral District
Election Precincts**

ANGELO	ANNIE	AQUA	AUTUMN
AVALON	BAKER	BERNICE	BILOXI
BINGAMAN	BOULDER	BRITTANY	BUR 33-0009
BUR 33-0025	BUR 33-0094	BUR 33-0251	BUR 33-0289
BUR 33-0295	BUR 33-0298	BUR 33-0311	BUR 33-0344
BUR 33-0377	BUR 33-0381	BUR 33-0402	BUR 33-0465
BUR 33-0476	BUR 33-0489	BUR 33-0562	BUR 33-0699
BUR 33-0701	BUR 33-0710	BUR 33-0729	BUR 33-0824
BUR 33-0848	BUR 33-0957	BUR 33-1032	BUR 33-1057
BUR 33-1059	BUR 33-1067	BUR 33-1116	BUR 33-1136
BUR 33-1150	BUR 33-1192	BUR 33-1219	BUR 33-3716
BUR 33-3752	BUR 33-3771	BUR 33-3792	BUR 33-3801
BUR 33-3855	BUR 33-3964	BUR 34-0033	BUR 34-0485
BUR 34-0560	BUR 34-0705	BUR 34-0805	BUR 34-0818
BUR 34-0900	BUR 34-0913	BUR 34-1047	BUR 34-1058
BUR 34-1064	BUR 34-1082	BUR 34-1104	BUR 34-1189
BUR 34-3852	BUR 34-3853	BUR 34-3884	BURTON
CADDIS	CAMELOT	CARPENTER	CHAUTAUQUA
COLVOS	CONNAUGHT	COVE	CROSS
CRYSTAL	CYPRESS	DENVER	DES 30-0954
DES 30-1227	DES 30-3888	DES 30-3973	DES 33-0016
DES 33-0272	DES 33-0297	DES 33-0360	DES 33-0361
DES 33-0362	DES 33-0363	DES 33-0364	DES 33-0366
DES 33-0367	DES 33-0437	DES 33-0532	DES 33-0668
DES 33-0682	DES 33-0864	DES 33-0911	DES 33-1071
DES 33-1078	DES 33-1146	DES 33-2394	DES 33-2395
DES 33-2416	DES 33-2455	DES 33-2623	DES 33-2625
DES 33-2626	DES 33-2627	DES 33-2637	DES 33-2671
DES 33-2672	DES 33-2673	DES 33-2674	DES 33-2820
DES 33-3131	DES 33-3889	DES 33-3893	DEVILLE
DILWORTH	DOCKTON	DOLLOFF	DOLPHIN
EVERGREEN	EXCALIBUR	FED 30-2988	FED 30-2990
FED 30-2991	FED 30-2992	FED 30-2993	FED 30-2994
FED 30-2995	FED 30-2996	FED 30-2999	FED 30-3000
FED 30-3001	FED 30-3002	FED 30-3003	FED 30-3004
FED 30-3005	FED 30-3006	FED 30-3007	FED 30-3008
FED 30-3010	FED 30-3011	FED 30-3012	FED 30-3013
FED 30-3014	FED 30-3015	FED 30-3017	FED 30-3018
FED 30-3019	FED 30-3020	FED 30-3021	FED 30-3022
FED 30-3023	FED 30-3024	FED 30-3025	FED 30-3026
FED 30-3027	FED 30-3028	FED 30-3029	FED 30-3030
FED 30-3031	FED 30-3032	FED 30-3033	FED 30-3034

FED 30-3035	FED 30-3036	FED 30-3037	FED 30-3038
FED 30-3039	FED 30-3040	FED 30-3041	FED 30-3042
FED 30-3043	FED 30-3044	FED 30-3045	FED 30-3046
FED 30-3047	FED 30-3048	FED 30-3049	FED 30-3050
FED 30-3051	FED 30-3052	FED 30-3053	FED 30-3054
FED 30-3055	FED 30-3056	FED 30-3077	FED 30-3078
FED 30-3079	FED 30-3080	FED 30-3085	FED 30-3086
FED 30-3087	FED 30-3088	FED 30-3090	FED 30-3091
FED 30-3092	FED 30-3093	FED 30-3094	FED 30-3095
FED 30-3096	FED 30-3097	FED 30-3098	FED 30-3110
FED 30-3234	FED 30-3235	FED 30-3236	FED 30-3237
FED 30-3238	FED 30-3289	FED 30-3305	FED 30-3372
FED 30-3395	FED 30-3574	FED 30-3582	FED 30-3596
FED 30-3599	FED 30-3764	FED 30-3766	FED 30-3832
FED 30-3867	FED 30-3892	FED 30-3894	FED 30-3895
FED 30-3977	GENEVA	GLASGOW	GLENDALE
GLENN	GRANDVIEW	GUENEVERE	HAINES
HAMM CREEK	HERON	ILLAHEE	JEFFERSON
JOVITA	JUTLAND	KILLARNEY	LAKE FENWICK
LAKELAND	LISABEULA	MARIAN	MAURY
MCKINLEY	MERLIN	MIL 31-3146	MIL 31-3835
NPK 33-0849	NPK 33-0851	NPK 33-0852	NPK 33-0853
NPK 33-0854	NPK 33-0855	NPK 33-0857	NPK 33-2474
NPK 33-2644	NPK 33-2645	NPK 33-2646	PARK
PEASLEY	PEGGY	PORTAGE	QUARTERMASTER
REGAL	ROUNDTABLE	SEALTH	SEAVIEW
SENECA	SERENIDAD	SET 33-1031	SET 33-3057
SET 33-3059	SET 33-3060	SET 33-3061	SET 33-3062
SET 33-3063	SET 33-3065	SET 33-3066	SET 33-3068
SET 33-3069	SET 33-3070	SET 33-3073	SET 33-3074
SET 33-3075	SET 33-3076	SET 33-3081	SET 33-3100
SET 33-3101	SET 33-3102	SET 33-3104	SET 33-3107
SET 33-3618	SET 33-3704	SET 33-3774	SET 33-3953
SET 33-3958	SET 33-3995	SHAWNEE	SPIDER LAKE
STAR LAKE	STERLING	SUNNYWOOD	SYLVAN
TAHLEQUAH	THISTLE	THOMAS	THURNAU
TROUT LAKE	TUK 11-1164	TUK 11-1165	TUK 11-1166
TUK 11-1167	TUK 11-2453	TUK 11-2751	TUK 11-2752
TUK 11-2949	TUK 11-2951	TUK 11-2952	TUK 11-2955
TUK 11-2956	TUK 11-3127	TUK 11-3128	TUK 11-3233
TUK 11-3393	TUK 11-3499	TUK 11-3908	TUK 11-3916
TUK 11-3937	TUK 11-3938	VASHON	WESTWOOD
WHITE CENTER	WYNONA		

**2026 King County District Court Electoral Districts
Northeast Electoral District
Election Precincts**

ADAIR	ALDARRA	ALDER SPRINGS	ALDERWOOD
ALPINE	AMES LAKE	ASPEN GLEN	AVONDALE
BACUS	BEA 41-0099	BEAR CREEK	BEL 41-0011
BEL 41-0017	BEL 41-0101	BEL 41-0102	BEL 41-0103
BEL 41-0106	BEL 41-0108	BEL 41-0109	BEL 41-0110
BEL 41-0111	BEL 41-0112	BEL 41-0113	BEL 41-0114
BEL 41-0116	BEL 41-0117	BEL 41-0119	BEL 41-0120
BEL 41-0121	BEL 41-0122	BEL 41-0123	BEL 41-0124
BEL 41-0129	BEL 41-0131	BEL 41-0135	BEL 41-0136
BEL 41-0138	BEL 41-0140	BEL 41-0142	BEL 41-0143
BEL 41-0144	BEL 41-0146	BEL 41-0147	BEL 41-0149
BEL 41-0151	BEL 41-0167	BEL 41-0168	BEL 41-0169
BEL 41-0171	BEL 41-0175	BEL 41-0176	BEL 41-0177
BEL 41-0180	BEL 41-0207	BEL 41-0210	BEL 41-0305
BEL 41-0333	BEL 41-0408	BEL 41-0460	BEL 41-0472
BEL 41-0475	BEL 41-0505	BEL 41-0518	BEL 41-0658
BEL 41-0694	BEL 41-0733	BEL 41-0815	BEL 41-1023
BEL 41-1026	BEL 41-1049	BEL 41-1052	BEL 41-1235
BEL 41-2386	BEL 41-2412	BEL 41-2428	BEL 41-2429
BEL 41-2447	BEL 41-2484	BEL 41-2554	BEL 41-2556
BEL 41-2559	BEL 41-2621	BEL 41-2714	BEL 41-2719
BEL 41-2812	BEL 41-2906	BEL 41-2935	BEL 41-2936
BEL 41-2943	BEL 41-2945	BEL 41-2970	BEL 41-3144
BEL 41-3225	BEL 41-3226	BEL 41-3278	BEL 41-3291
BEL 41-3292	BEL 41-3312	BEL 41-3330	BEL 41-3370
BEL 41-3371	BEL 41-3498	BEL 41-3583	BEL 41-3621
BEL 41-3657	BEL 41-3671	BEL 41-3680	BEL 41-3684
BEL 41-3851	BEL 41-3861	BEL 48-0125	BEL 48-0126
BEL 48-0127	BEL 48-0128	BEL 48-0132	BEL 48-0133
BEL 48-0134	BEL 48-0153	BEL 48-0154	BEL 48-0156
BEL 48-0159	BEL 48-0160	BEL 48-0162	BEL 48-0165
BEL 48-0166	BEL 48-0178	BEL 48-0179	BEL 48-0186
BEL 48-0188	BEL 48-0189	BEL 48-0190	BEL 48-0191
BEL 48-0192	BEL 48-0193	BEL 48-0194	BEL 48-0196
BEL 48-0198	BEL 48-0201	BEL 48-0203	BEL 48-0205
BEL 48-0206	BEL 48-0211	BEL 48-0212	BEL 48-0213
BEL 48-0216	BEL 48-0217	BEL 48-0218	BEL 48-0219
BEL 48-0220	BEL 48-0221	BEL 48-0223	BEL 48-0224
BEL 48-0225	BEL 48-0226	BEL 48-0227	BEL 48-2430
BEL 48-2432	BEL 48-2434	BEL 48-2715	BEL 48-2716
BEL 48-2772	BEL 48-2773	BEL 48-2774	BEL 48-2775
BEL 48-2776	BEL 48-2782	BEL 48-3140	BEL 48-3143

BEL 48-3166	BEL 48-3593	BEL 48-3608	BEL 48-3658
BEL 48-3674	BEL 48-3675	BEL 48-3695	BEL 48-3759
BEL 48-3761	BEL 48-3827	BEL 48-3878	BEL 48-4003
BEL 48-4005	BIG BEND	BIG LEAF	BOT 01-0252
BOT 01-0253	BOT 01-0254	BOT 01-0255	BOT 01-0256
BOT 01-0257	BOT 01-0258	BOT 01-0259	BOT 01-0260
BOT 01-0261	BOT 01-0262	BOT 01-0868	BOT 01-1207
BOT 01-1224	BOT 01-2473	BOT 01-2495	BOT 01-2676
BOT 01-2677	BOT 01-2865	BOT 01-3195	BOT 01-3271
BOT 01-3321	BOT 01-3398	BOT 01-3420	BOT 01-3620
BOT 01-3661	BOT 01-3724	BOT 01-3726	BOT 01-3727
BOT 01-3814	BOT 01-3881	BOT 01-3882	BRIDLE TRAILS
BRONSON	BROOKSIDE	BROOKTRAILS	CAR 12-0290
CAR 12-3290	CASCARA	CEDAR FALLS	C-H 48-0321
C-H 48-0322	C-H 48-0323	C-H 48-0324	C-H 48-0325
C-H 48-0326	CHERRY VALLEY	CHURCHILL	CLEVELAND
COLLEEN	COOPER	CORWIN	COTTAGE LAKE
COUGAR MTN	DIPPER	DOUGLAS	DUTHIE HILL
DUV 45-0389	DUV 45-2959	DUV 45-3218	DUV 45-3219
DUV 45-3481	DUV 45-3502	DUV 45-3642	DUV 45-3741
DUV 45-3742	DUV 45-4000	EAGLE	EASTRIDGE
ELSIE	ELSOM	EVANS	FALL CITY
FOX	GRAFF	GRIZZLY	GROUSEMONT
HAAS	HAPPY VALLEY	HARRIET	HILL
HI-VALLEY	HOLIDAY LAKE	HOLLYMORE	HOLLYWOOD
HORSESHOE	HPT 48-0533	HUTCHINSON	ISABELLA
ISS 05-0543	ISS 05-0544	ISS 05-0545	ISS 05-0546
ISS 05-0547	ISS 05-0548	ISS 05-0550	ISS 05-2401
ISS 05-2461	ISS 05-2806	ISS 05-2929	ISS 05-3138
ISS 05-3145	ISS 05-3206	ISS 05-3464	ISS 05-3503
ISS 05-3504	ISS 05-3527	ISS 05-3533	ISS 05-3552
ISS 05-3559	ISS 05-3572	ISS 05-3634	ISS 05-3649
ISS 05-3651	ISS 05-3691	ISS 05-3711	ISS 05-3714
ISS 05-3733	ISS 05-3736	ISS 05-3740	ISS 05-3819
ISS 05-3899	ISS 05-3960	ISS 41-1208	ISS 41-2409
ISS 41-2602	ISS 41-2605	ISS 41-2692	ISS 41-2733
ISS 41-2977	ISS 41-3554	ISS 41-3786	ISS 41-3789
ISS 41-3898	JAY	KIR 01-0403	KIR 01-0421
KIR 01-0422	KIR 01-0870	KIR 01-2561	KIR 01-2595
KIR 01-2678	KIR 01-2767	KIR 01-2768	KIR 45-0019
KIR 45-0356	KIR 45-0442	KIR 45-0554	KIR 45-0610
KIR 45-0618	KIR 45-0619	KIR 45-0620	KIR 45-0622
KIR 45-0623	KIR 45-0624	KIR 45-0627	KIR 45-0630
KIR 45-0631	KIR 45-0632	KIR 45-0925	KIR 45-1019
KIR 45-1040	KIR 45-2421	KIR 45-2423	KIR 45-2457
KIR 45-2471	KIR 45-2488	KIR 45-2489	KIR 45-2560
KIR 45-2679	KIR 45-2722	KIR 45-2730	KIR 45-2731
KIR 45-2759	KIR 45-2760	KIR 45-2761	KIR 45-2762
KIR 45-2786	KIR 45-2910	KIR 45-2911	KIR 45-2912

KIR 45-2913	KIR 45-2916	KIR 45-2917	KIR 45-2918
KIR 45-2923	KIR 45-2924	KIR 45-2931	KIR 45-2932
KIR 45-2933	KIR 45-2934	KIR 45-2962	KIR 45-3109
KIR 45-3198	KIR 45-3199	KIR 45-3200	KIR 45-3397
KIR 45-3422	KIR 45-3450	KIR 45-3612	KIR 45-3640
KIR 45-3646	KIR 45-3668	KIR 45-3678	KIR 45-3826
KIR 45-3914	KIR 45-3917	KIR 45-3919	KIR 45-3920
KIR 48-0614	KIR 48-0615	KIR 48-0616	KIR 48-0628
KIR 48-0629	KIR 48-0636	KIR 48-0638	KIR 48-0639
KIR 48-0641	KIR 48-0642	KIR 48-0643	KIR 48-0644
KIR 48-0645	KIR 48-0646	KIR 48-2598	KIR 48-2657
KIR 48-2788	KIR 48-2863	KIR 48-2914	KIR 48-2915
KIR 48-2919	KIR 48-2920	KIR 48-2921	KIR 48-2922
KIR 48-2925	KIR 48-3196	KIR 48-3337	KIR 48-3401
KIR 48-3439	KIR 48-3760	KIR 48-3985	LAKE ALICE
LAKE JOY	LAKE LEOTA	LORA	LYNX
MABEL	MARCEL	MARYMOOR	MATTHEW
MEADOWBROOK	MEANDER	MED 48-0749	MED 48-0750
MED 48-0751	MED 48-0752	MERLOT	M-I 41-0755
M-I 41-0756	M-I 41-0757	M-I 41-0758	M-I 41-0759
M-I 41-0761	M-I 41-0762	M-I 41-0763	M-I 41-0765
M-I 41-0766	M-I 41-0767	M-I 41-0768	M-I 41-0769
M-I 41-0770	M-I 41-0771	M-I 41-0773	M-I 41-0774
M-I 41-0775	M-I 41-0776	M-I 41-0777	M-I 41-0778
M-I 41-0779	M-I 41-0780	M-I 41-0781	M-I 41-0782
M-I 41-0784	M-I 41-0785	M-I 41-0786	M-I 41-0787
M-I 41-0788	M-I 41-0789	M-I 41-0790	M-I 41-0791
M-I 41-0792	M-I 41-0793	M-I 41-0794	M-I 41-0795
M-I 41-0796	M-I 41-0797	M-I 41-2445	M-I 41-2465
M-I 41-2691	M-I 41-2809	M-I 41-3655	MICHAEL
MIDDLE FORK	MILLIKIN	MINK ROAD	MIRRORMONT
MOUNT CLARE	MOUNT SI	NAPOLEON	N-B 12-0858
N-B 12-0859	N-B 12-2683	N-B 12-3296	N-B 12-3406
N-B 12-3407	N-B 12-3611	N-B 12-3868	N-B 12-3968
N-B 12-3987	NEW 41-0248	NEW 41-0840	NEW 41-0878
NEW 41-1115	NEW 41-2811	NEW 41-3227	NEW 41-3228
NEW 41-3241	NEW 41-3261	NEW 41-3528	NEW 41-3529
NEW 41-3578	NEW 41-3681	NEW 41-3922	NOVELTY
PARADISE	PASTURE	PATTERSON	PORT
PRESTON	PROVAN	QUAIL	QUAIL CREEK
RAGING RIVER	RATTLESNAKE	RED 45-0936	RED 45-0951
RED 45-2410	RED 45-2448	RED 45-2492	RED 45-2580
RED 45-2638	RED 45-2641	RED 45-2643	RED 45-2659
RED 45-2966	RED 45-3281	RED 45-3282	RED 45-3313
RED 45-3315	RED 45-3391	RED 45-3547	RED 45-3584
RED 45-3737	RED 45-3926	RED 45-4020	RED 48-0935
RED 48-0938	RED 48-0939	RED 48-0940	RED 48-0941
RED 48-0942	RED 48-0944	RED 48-0945	RED 48-0947
RED 48-0948	RED 48-0949	RED 48-0950	RED 48-0952

RED 48-0953	RED 48-2449	RED 48-2466	RED 48-2467
RED 48-2628	RED 48-2629	RED 48-2630	RED 48-2632
RED 48-2633	RED 48-2634	RED 48-2635	RED 48-2636
RED 48-2640	RED 48-2789	RED 48-2790	RED 48-2967
RED 48-2968	RED 48-2969	RED 48-3134	RED 48-3147
RED 48-3208	RED 48-3316	RED 48-3415	RED 48-3475
RED 48-3548	RED 48-3664	RED 48-3738	RED 48-3739
RED 48-3809	RED 48-3874	RED 48-3930	RED 48-3970
RED 48-3979	RED 48-3982	RED 48-4007	REINTREE
RIDGE	RING HILL	RIVERBEND	ROSA
ROSE	SALAL	SALISH	SAM 05-2718
SAM 05-2941	SAM 05-2942	SAM 05-2971	SAM 05-2972
SAM 05-2975	SAM 05-3202	SAM 05-3203	SAM 05-3204
SAM 05-3306	SAM 05-3307	SAM 05-3308	SAM 05-3326
SAM 05-3508	SAM 05-3515	SAM 41-0100	SAM 41-0307
SAM 41-0816	SAM 41-0909	SAM 41-1130	SAM 41-2469
SAM 41-2491	SAM 41-2690	SAM 41-2693	SAM 41-2813
SAM 41-2937	SAM 41-2940	SAM 41-2973	SAM 41-3214
SAM 41-3215	SAM 41-3293	SAM 41-3384	SAM 41-3385
SAM 41-3386	SAM 41-3412	SAM 41-3505	SAM 41-3506
SAM 41-3507	SAM 41-3607	SAM 41-3638	SAM 41-3654
SAM 41-3824	SAM 41-3825	SAM 41-3932	SAM 41-3935
SAM 41-3941	SAM 41-3945	SAM 41-3992	SAM 41-4001
SAM 41-4004	SAM 45-0536	SAM 45-2450	SAM 45-2564
SAM 45-2575	SAM 45-2620	SAM 45-2684	SAM 45-2726
SAM 45-2791	SAM 45-2961	SAM 45-2963	SAM 45-2965
SAM 45-3213	SAM 45-3216	SAM 45-3217	SAM 45-3298
SAM 45-3387	SAM 45-3388	SAM 45-3389	SAM 45-3454
SAM 45-3940	SAM 45-3961	SEAN	SEIDEL CREEK
SHANGRI-LA	SHEFFIELD	SI VIEW	SKY 12-1091
SNO PASS	SNO-VALLEY	SNOW	SNQ 05-1097
SNQ 05-3151	SNQ 12-3409	SNQ 12-3511	SNQ 12-3512
SNQ 12-3513	SNQ 12-3514	SNQ 12-3558	SNQ 12-3560
SNQ 12-3633	SNQ 12-3667	SNQ 12-3703	SNQ 12-3734
SNQ 12-3829	SNQ 12-3918	SQUAK MOUNTAIN	STEED
STEVENS	STILLWATER	SWAN LAKE	TIGER MTN
TOLT	TREEMONT	TRILLIUM	TRILOGY
TWIN PEAKS	TWINBERRY	TWO RIVERS	UNION HILL
VINCENT	WALLABY	WEBSTER	WEEKS
WELCOME LAKE	WINTERGREEN	WOD 01-0676	WOD 01-0926
WOD 01-1205	WOD 01-1225	WOD 01-2597	WOD 01-2680
WOD 01-2734	WOD 01-2769	WOD 01-3192	WOD 01-3193
WOD 01-3270	WOD 01-3530	WOD 01-3725	WOD 01-3915
WOLF	YPT 48-1233	YPT 48-1234	

**2026 King County District Court Electoral Districts
Shoreline Electoral District
Election Precincts**

KMR 01-0036	KMR 01-0340	KMR 01-0473	KMR 01-0501
KMR 01-0535	KMR 01-0572	KMR 01-0573	KMR 01-0677
KMR 01-0686	KMR 01-0689	KMR 01-0695	KMR 01-0696
KMR 01-0820	KMR 01-1095	KMR 01-1147	KMR 01-1171
KMR 01-1181	KMR 01-2444	KMR 01-2462	KMR 01-2754
KMR 01-2764	KMR 01-2765	KMR 01-2771	KMR 01-3148
KMR 01-3592	KMR 01-3594	KMR 01-3723	KMR 01-3906
LFP 01-0003	LFP 01-0092	LFP 01-0309	LFP 01-0397
LFP 01-0400	LFP 01-0517	LFP 01-0650	LFP 01-0652
LFP 01-0653	LFP 01-0654	LFP 01-0655	LFP 01-0734
LFP 01-1056	LFP 01-1075	LFP 01-1089	LFP 01-1143
LFP 01-1186	LFP 01-1237	LFP 01-2439	LFP 01-2763
LFP 01-3380	SHL 32-0001	SHL 32-0012	SHL 32-0024
SHL 32-0038	SHL 32-0088	SHL 32-0232	SHL 32-0241
SHL 32-0267	SHL 32-0274	SHL 32-0277	SHL 32-0296
SHL 32-0319	SHL 32-0335	SHL 32-0346	SHL 32-0357
SHL 32-0368	SHL 32-0378	SHL 32-0396	SHL 32-0401
SHL 32-0407	SHL 32-0423	SHL 32-0424	SHL 32-0444
SHL 32-0454	SHL 32-0462	SHL 32-0470	SHL 32-0474
SHL 32-0486	SHL 32-0488	SHL 32-0494	SHL 32-0499
SHL 32-0510	SHL 32-0514	SHL 32-0519	SHL 32-0527
SHL 32-0530	SHL 32-0537	SHL 32-0538	SHL 32-0558
SHL 32-0559	SHL 32-0605	SHL 32-0606	SHL 32-0609
SHL 32-0648	SHL 32-0665	SHL 32-0692	SHL 32-0711
SHL 32-0735	SHL 32-0754	SHL 32-0802	SHL 32-0819
SHL 32-0832	SHL 32-0844	SHL 32-0861	SHL 32-0866
SHL 32-0875	SHL 32-0888	SHL 32-0895	SHL 32-0897
SHL 32-0898	SHL 32-0903	SHL 32-0914	SHL 32-0917
SHL 32-0920	SHL 32-0921	SHL 32-1020	SHL 32-1021
SHL 32-1030	SHL 32-1053	SHL 32-1077	SHL 32-1080
SHL 32-1101	SHL 32-1106	SHL 32-1140	SHL 32-1158
SHL 32-1168	SHL 32-1178	SHL 32-1197	SHL 32-1209
SHL 32-1210	SHL 32-1228	SHL 32-1236	SHL 32-2552
SHL 32-2753	SHL 32-3363	SHL 32-3556	SHL 32-3925

**King County**Department of Elections
Julie Wise, Director**vote!**

March 23, 2026

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

Dear Councilmember Perry:

Enclosed is a proposed ordinance to approve descriptive changes to the electoral districts of the King County district court. The proposed ordinance is a companion to the 2026 precinct alteration ordinance recently adopted by the King County Council through Ordinance 20037.

Pursuant to K.C.C. 1.12.010.F, voting precinct revisions shall be accompanied by an updated description of King County district court electoral districts, even when the boundaries of the district court, as now, remain unchanged.

I appreciate your attention to this legislation. Please don't hesitate to reach out with any questions.

Sincerely,

Julie Wise, Director

Enclosures

cc: King County Council Members
ATTN: Stephanie Cirkovich, Chief of Staff
Melani Hay, Clerk of the Council
Girmay Zahilay, King County Executive



King County

**Metropolitan King County Council
Government Accountability and Oversight Committee**

STAFF REPORT

Agenda Item:	8	Name:	Brandi Paribello
Proposed No.:	2026-0126	Date:	June 9, 2026

SUBJECT

An ordinance that would make changes to sections of King County Code (K.C.C.) Chapter 3.04 related to county employee code of ethics.

SUMMARY

Proposed Ordinance 2026-0126 would update the King County Ethics Code, Chapter 3.04, to improve specificity and clarity in application.

BACKGROUND

King County's Code of Ethics, K.C.C. Chapter 3.04, was originally adopted in 1969 (Ordinance 204). It contained core elements that exist in code today, including some of the general prohibitions on use of county property, conflicts of interest provisions, requirements for disclosure of financial information, penalties, and the creation of an advisory Board of Ethics (which had investigative powers).

In 1990 (Ordinance 9704), the King County Council approved comprehensive changes by adding definitions, additional prohibited conduct, additional conflicts of interest, and provided investigative powers to the King County Office of the Ombudsman (Ombuds).

In 2011, the Board of Ethics and Ombudsman began identifying areas of the Ethics code in need of updating. A workgroup consisting of staff from the Prosecuting Attorney's Office, Council, Board of Ethics, and the Ombudsman met monthly in 2012 to work on this issue. Council ultimately approved Ordinance 17504 in 2012, which clarified provisions and reorganized subsections, updated out of date references, and outlined new procedures.

In April 2026, a Seattle Times news article¹ highlighted areas in which the county's code of ethics contained vague or unclear provisions. Proposed Ordinance 2026-0126 would add specificity and clarity to certain sections of the code.

ANALYSIS

The proposed ordinance would make the following changes to K.C.C. 3.04:

Type	Proposed Change
New Definition <i>K.C.C. 3.04.017.P</i>	Creates a new definition of "Significant Relationship" to mean a relationship between a county employee and any individual when the nature of the relationship may impair the employee's objectivity. The nature of a "significant relationship" may include: <ol style="list-style-type: none"> 1. A history of shared address or domicile between the employee and the individual or immediate family members of the individual; 2. A romantic, sexual, or cohabitating relationship between the employee and the individual, regardless of marital status; or 3. A familial relationship between the employee and the individual if the individual is not a "close relative" as defined under K.C.C. 3.04.017.B. or "immediate family" as defined under K.C.C. 3.04.017.J.
Adding Specificity <i>K.C.C. 3.04.020.A</i> <i>K.C.C. 3.04.020.C</i> <i>K.C.C. 3.04.020.D</i> <i>K.C.C. 3.04.020.H</i>	Explicitly calls out "a close relative or an immediate family member of the employee, or an individual with whom the employee has a significant relationship" as persons who cannot financially benefit from decisions county employees make in the course of their official duties.
New Subsection <i>K.C.C. 3.04.020.E</i> <i>K.C.C. 3.04.020.F</i>	E. Except as may be authorized under K.C.C. 3.04.037, no county employee may supervise a close relative or an immediate family member of the employee, or an individual with whom the employee has a significant relationship, who is also a county employee. For purposes of this section, "supervise" includes participating in the management or overseeing of county contracts or grants when the contractor or grantee is: <ol style="list-style-type: none"> 1. A close relative or an immediate family member of the employee, or an individual with whom the employee has a significant relationship; or 2. The person is an employee, agent, officer, partner, director, or consultant of contractor or grantee doing business with the county. F. Except as may be authorized under K.C.C. 3.04.037, no county employee may influence county action related to

¹ [Seattle Times, April 26, 2026.](#)

	<p>employment-related decisions, including hiring or compensation decisions, involving a close relative or an immediate family member of the employee, or an individual with whom the employee has a significant relationship. For purposes of this section, county action also includes participating in any selection or award process for county contracts or grants in which either a close relative or an immediate family member of the employee, or an individual with whom the employee has a significant relationship, is:</p> <ol style="list-style-type: none"> 1. Seeking to do business with the county; or 2. An employee, agent, officer, partner, director, or consultant of any person seeking to do business with the county.
<p>Adding Specificity <i>K.C.C. 3.04.030</i> <i>K.C.C. 3.04.035.E</i></p>	<p>Adds actions that benefit “a close relative or immediate family member of the employee, or an individual with whom the employee has a significant relationship” to what constitutes conflicts of interest for a county employee, where applicable.</p>
<p>New Requirement <i>K.C.C. 3.04.037</i></p>	<p>Newly requires any employee who becomes aware that the employee might have a potential conflict of interest that arises in the course of the employee's official duties to notify the employee's supervisor or appointing authority of the potential conflict “immediately upon becoming aware of the potential conflict.” Notification is not currently required immediately.</p> <p>Newly requires a supervisor or appointing authority to, at minimum, inform the Office of the Ombuds of the potential conflict. The supervisor or appointing official may also request an advisory opinion from the Board of Ethics before disposing of the potential conflict.</p>
<p>Adding Specificity <i>K.C.C. 3.04.050.D</i></p>	<p>Adds “a close relative of the employee, or an individual with whom the employee has a significant relationship” to persons whom the employee must list in the statement of financial and other interests required under county code.</p>

The proposed ordinance will need a technical amendment to correct minor drafting errors.

ATTACHMENTS

1. Proposed Ordinance 2026-0126



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance

Proposed No. 2026-0126.1

Sponsors Dunn

1 AN ORDINANCE related to the King County employee
2 code of ethics; and amending Ordinance 12014, Section 2,
3 as amended, and K.C.C. 3.04.017, Ordinance 1308, Section
4 3, as amended, and K.C.C. 3.04.020, Ordinance 12014,
5 Section 3, as amended, and K.C.C. 3.04.030, Ordinance
6 6144, Section 2, as amended, and K.C.C. 3.04.035,
7 Ordinance 9704, Section 8, as amended, and K.C.C.
8 3.04.037, and Ordinance 1308, Section 6, as amended, and
9 K.C.C. 3.04.050.

10 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

11 SECTION 1. Ordinance 12014, Section 2, as amended, and K.C.C. 3.04.017 are
12 hereby amended to read as follows:

13 The definitions in this section apply throughout this chapter unless the context
14 clearly requires otherwise.

15 A. "Accomplice" means an individual who with knowledge that an action will
16 promote or facilitate the commission of a crime or violation of an ordinance:

17 1. Solicits, commands, encourages, or requests another individual to commit the
18 crime or violation; or

19 2. Aids or agrees to aid another individual in planning or committing the crime
20 or violation.

21 B. "Close relative" means spouse, domestic partner, parent, child, child of
22 domestic partner, sibling, aunt, uncle, niece, nephew, grandparent, grandchild, father-in-
23 law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or
24 relatives of a domestic partner who would be included in this subsection if the employee
25 and the domestic partner were married.

26 C. "Compensation" means anything of economic value that is paid, granted, or
27 transferred, or is to be paid, granted, or transferred for, or in consideration of, personal
28 services to any person.

29 D. "County action" means any action on the part of the county, including, but not
30 limited to:

- 31 1. Any decision, determination, finding, ruling, or order; and
- 32 2. Any grant, payment, award, license, contract, transaction, sanction, or
33 approval, or the denial thereof or the failure to act with respect thereto. "County action"
34 shall not include actions of the county's judicial branch but shall include employees of the
35 department of judicial administration.

36 E. "County employee" or "employee" means any individual who is appointed as
37 an employee by the appointing authority of a county agency, office, department, council,
38 board, commission, or other separate unit or division of county government, however
39 designated, but does not include employees of the county's judicial branch. "County
40 employee" also includes county elected officials and members of county boards,
41 commissions, committees, or other multimember bodies, but does not include officials or
42 employees of the county's judicial branch but does include employees of the department
43 of judicial administration.

44 F. "De minimis personal use" means: personal use that is brief and infrequent,
45 incurs negligible or no additional cost to the county, and does not interfere with the
46 conduct of county business.

47 G. "Department" means:

48 1. In the executive branch, an executive department or administrative office that
49 reports to the executive or the county administrative officer, as applicable;

50 2. The department of assessments;

51 3. The prosecuting attorney's office;

52 4. In the legislative branch, the council together with any subordinate legislative
53 branch agency;

54 5. The department of judicial administration;

55 6. The department of public safety;

56 7. The office of economic and financial analysis; and

57 8. The department of elections.

58 H. "Doing business with the county" or "transactions with the county" means to
59 participate in any proceeding, application, submission, request for ruling, or other
60 determination, contract, claim, case, or other such a particular matter that the county
61 employee or former county employee in question believes, or has reason to believe:

62 1. Is, or will be, the subject of county action;

63 2. Is one to which the county is or will be a party; or

64 3. Is one in which the county has a direct and substantial proprietary interest.

65 I. "Gift or thing of value" or "gift or other thing of value" means anything of
66 economic value or tangible worth that is not compensation. It shall not include campaign

67 contributions regulated by chapter 42.17A RCW or the charter and ordinances
68 implementing it; informational materials exclusively for official or office use; memorials,
69 trophies, and plaques of no commercial value; gifts of fifty dollars or less for bona fide,
70 nonrecurring, ceremonial occasions; any gifts that are not used and that, within thirty
71 days after receipt, are returned to the donor, or donated to a charitable organization
72 without seeking a tax deduction; or promotional benefits that an employee receives from
73 a travel service provider in connection with official travel if obtained under the same
74 conditions as those offered to the general public at no additional cost to the county.

75 J. "Immediate family" means a county employee's spouse, domestic partner,
76 employee's child or the child of an employee's spouse or domestic partner, and other
77 dependent relatives if living in the employee's household.

78 K. "Ombuds" means the director of the King County ombuds office, established
79 under Section 260 of the King County Charter and K.C.C. chapter 2.52, or designee.

80 L. "Participate" means, in connection with a transaction involving the county, to
81 be involved in a county action personally and substantially as a county employee either
82 directly, or through others through approval, disapproval, decision, recommendation, the
83 rendering of advice, investigation, or otherwise. However, for the purposes of K.C.C.
84 3.04.035, "participate" does not include the provision of legal advice or other activities
85 involving the practice of law and does not include, as an elected official, preparation,
86 consideration, or enactment of legislation or the performance of legislative duties.

87 M. "Person" means any individual, partnership, association, corporation, firm,
88 institution, or other entity, whether or not operated for profit. The term does not include
89 governmental units of or within the United States.

90 N. "Respondent" means the individual against whom a complaint is filed or an
91 investigation is conducted.

92 O. "Retaliatory action" means any action by a supervisor or other employee that
93 is intended to embarrass or to harass any individual as a result of the individual having
94 filed a written complaint with the ombuds office or having raised privately or publicly
95 any concern or question regarding an actual or apparent violation of this chapter.

96 P. "Significant Relationship" means a relationship between a county employee
97 and any individual when the nature of the relationship may impair the employee's
98 objectivity. The nature of a "significant relationship" may include:

99 1. A history of shared address or domicile between the employee and the
100 individual or immediate family members of the individual;

101 2. A romantic, sexual, or cohabitating relationship between the employee and
102 the individual, regardless of marital status; or

103 3. A familial relationship between the employee and the individual if the
104 individual is not a "close relative" as defined under K.C.C. 3.04.017.B. or "immediate
105 family" as defined under K.C.C. 3.04.017.J.

106 Q. "Substantial financial interest" means a financial interest in a person that
107 exceeds one-tenth of one percent of the outstanding securities of the person, or, if the
108 interest is in an unincorporated business concern, exceeds one percent of the net worth of
109 the concern; or a financial interest that exceeds five percent of the net worth of the
110 employee and the employee's immediate family.

111 SECTION 2. Ordinance 1308, Section 3, as amended, and K.C.C. 3.04.020 are
112 hereby amended to read as follows:

113 A. No county employee shall request, use, or permit the use of county-owned
114 vehicles, equipment, materials, or other property or the expenditure of county funds for
115 personal convenience or profit of the employee, a close relative or an immediate family
116 member of the employee, or an individual with whom the employee has a significant
117 relationship. Use or expenditure is to be restricted to such services as are available to the
118 public generally or for such an employee in the conduct of official business. However,
119 de minimis personal use of county-owned property by county employees may be
120 authorized by policies of the executive, council, or other elected county officials.

121 B. No county employee shall grant any special consideration, treatment, or
122 advantage beyond that which is available to every other resident.

123 C. Except as authorized by law and in the course of the employee's official duties,
124 no county employee shall use the power or authority of the employee's office or position
125 with the county in a manner intended to induce or coerce any other person, directly or
126 indirectly, to provide the county employee or any other person, including a close relative
127 or an immediate family member of the employee, or an individual with whom the
128 employee has a significant relationship, with any compensation, gift, or thing of value.

129 D. No county employee shall seek or receive, directly or indirectly, any
130 compensation, gift, or thing of value, or promise thereof, ~~((fœr))~~ as a result of either the
131 employee performing or ((fœr)) the employee omitting or deferring the performance of
132 any official duty((;)) or action by the county other than the compensation, costs, or fees
133 provided by law.

134 E. Except as may be authorized under K.C.C. 3.04.037, no county employee may
135 supervise a close relative or an immediate family member of the employee, or an

136 individual with whom the employee has a significant relationship, who is also a county
137 employee. For purposes of this section, "supervise" includes participating in the
138 management or overseeing of county contracts or grants when the contractor or grantee
139 is:

140 1. A close relative or an immediate family member of the employee, or an
141 individual with whom the employee has a significant relationship; or

142 2. The person is an employee, agent, officer, partner, director, or consultant of
143 contractor or grantee doing business with the county.

144 F. Except as may be authorized under K.C.C. 3.04.037, no county employee may
145 influence county action related to employment-related decisions, including hiring or
146 compensation decisions, involving a close relative or an immediate family member of the
147 employee, or an individual with whom the employee has a significant relationship. For
148 purposes of this section, county action also includes participating in any selection or
149 award process for county contracts or grants in which either a close relative or an
150 immediate family member of the employee, or an individual with whom the employee
151 has a significant relationship, is:

152 1. Seeking to do business with the county; or

153 2. An employee, agent, officer, partner, director, or consultant of any person
154 seeking to do business with the county.

155 G. County employees are encouraged to participate in the political process on
156 their own time and outside of the workplace by assisting a campaign for the election of
157 any individual to any office or for the promotion of or opposition to any ballot

158 proposition, but shall not use or authorize the use of the facilities of King County for such
159 purposes except as authorized by RCW 42.17A.555.

160 ~~((F-))~~ H. No county employee shall disclose or use for the personal benefit of the
161 employee, ~~((F-))~~ the employee's immediate family or a close relative, or an individual
162 with an individual with whom the employee has a significant relationship, any
163 information acquired in the course of official duties that is not available as a matter of
164 public knowledge or public record.

165 ~~((G-))~~ I. No county employee shall engage in retaliatory action.

166 SECTION 3. Ordinance 12014, Section 3, as amended, and K.C.C. 3.04.030 are
167 hereby amended to read as follows:

168 A. No county employee shall engage in any act that is in conflict with the
169 performance of official duties.

170 B. A county employee shall be deemed to have a conflict of interest if the
171 employee, and when applicable, a close relative or immediate family member of the
172 employee, or an individual with an individual with whom the employee has a significant
173 relationship, directly or indirectly:

174 1. Receives or has any financial interest in any purchase, sale, or lease to or by
175 the county of any service or property when the financial interest was received or obtained
176 with the prior knowledge of the employee that the county intended to purchase, sell, or
177 lease such a property or service;

178 2. Is beneficially interested or has a substantial financial interest in, or accepts
179 any compensation, gift, or thing of value from any other person beneficially interested

180 in((;)) any contract, sale, lease, option₂ or purchase that may be made by, through, or
181 under the supervision of the employee, in whole or in part;

182 3. Accepts or seeks for others((;)) any employment, travel expense, service,
183 information, compensation, gift₂ or thing of value on more favorable terms than those
184 granted to other county employees or the public generally, from any person doing
185 business, or seeking to do business, with the county for which the employee has
186 responsibility or with regard to which the employee may participate, provided that this
187 subsection shall not apply to the receipt by elected officials, or by employees who are
188 supervised directly by an elected official, of meals, refreshments₂ or transportation within
189 the boundaries of the county when given in connection with meetings with constituents or
190 meetings that are informational or ceremonial in nature;

191 4. Accepts or directs any favor, loan, retainer, entertainment, travel expense,
192 compensation, gift₂ or other thing of value from any person doing business or seeking to
193 do business with the county when such an acceptance or direction may conflict with the
194 performance of the employee's official duties. A conflict shall be deemed to exist where
195 a reasonable and prudent individual would believe that it was given for the purpose of
196 obtaining special consideration or to influence county action. The financing of county
197 election campaigns shall continue to be governed by chapter 42.17A RCW and the
198 provisions of the charter and ordinances implementing it;

199 5. Participates in, influences₂ or attempts to influence, the selection of, or the
200 conduct of business or a transaction with a person doing or seeking to do business with
201 the county if the employee, a close relative or immediate family member of the

202 employee, or an individual with whom the employee has a significant relationship, has a
203 substantial financial interest in or with ~~((said))~~ the person;

204 6. Discusses or accepts an offer of future employment for the employee, a close
205 relative or an immediate family member of the employee, or an individual with whom the
206 employee has a significant relationship, with any person doing or seeking to do

207 business with the county if either:

208 a. the employee knows or has reason to believe that the offer of employment
209 was or is intended, in whole or in part, as compensation or reward for the performance or
210 nonperformance of a duty by the employee during the course of county employment or to
211 influence county action pertaining to the business; or

212 b. the employee has responsibility for a matter upon which the person is doing
213 or seeking to do business with the county, unless the employee has given notice in
214 accordance with K.C.C. 3.04.037 and a method of providing for an alternative decision
215 maker for the matter has been designated by the employee's appointing authority in a
216 memorandum filed with the board of ethics, a copy of which is maintained by the
217 appointing authority;

218 7. Within one year of entering county employment:

219 a. participates in a county action benefiting a person that formerly employed
220 the employee, a close relative or an immediate family member of the employee, or an
221 individual with whom the employee has a significant relationship, except that

222 participation may be authorized in a memorandum by the appointing authority following
223 written disclosure by the affected employee and the authorization shall be filed with the
224 board of ethics and a copy maintained by the appointing authority; or

225 b. awards a county contract benefiting a person that formerly employed the
226 employee, a close relative or an immediate family member of the employee, or an
227 individual with whom the employee has a significant relationship;

228 8. Is an employee, agent, officer, partner, director, or consultant((;)) of any
229 person doing or seeking to do business with the county, or a close relative or an
230 immediate family member of the employee, or an individual with whom the employee
231 has a significant relationship, is an employee, agent, officer, partner, director, or
232 consultant of any person doing or seeking to do business with the county unless such a
233 relationship has been disclosed as provided by this chapter;

234 9. Engages in or accepts compensation, employment, or renders services for any
235 person or a governmental entity other than the county when such an employment or
236 service is incompatible with the proper discharge of the employee's official duties or
237 would impair independence of judgment or action in the performance of official duties;

238 10. Enters into a business relationship outside county government:

239 a. with any other employee for whom the employee has any supervisory
240 responsibility; or

241 b. with any person with regard to a matter for which the employee has
242 responsibility as a county employee;

243 11. Possesses a substantial financial interest in any person which does or seeks
244 to do business with the county, without disclosing such an interest as provided by this
245 chapter;

246 12. As an appointive member of a board or commission, has a close relative
247 serving on the same board or commission; or

248 13. Acts as an accomplice in any act by an immediate family member or a close
249 relative of the employee, or an individual with whom the employee has a significant
250 relationship, which, if the act were performed by the employee, would be prohibited by
251 this subsection. However, it shall not be a conflict of interest for the immediate family
252 member or a close relative of the employee, or an individual with whom the employee
253 has a significant relationship, to enter into a bona fide contract of employment that is not
254 intended to influence the action of the county employee.

255 C.1. The following employees must obtain the prior written consent of
256 their highest ranking supervisor authorizing new or continued employment outside King
257 County government, or authorizing the acceptance of any compensation or anything of
258 value for services performed outside King County government:

- 259 a. the county administrative officer, the chief officer of each executive
260 department or administrative office as defined by the charter, the manager of each
261 division of the department or office, and all individuals who report directly to them;
- 262 b. all nonelected council employees, except that the personal staff of each
263 individual councilmember shall obtain the consent from the councilmember;
- 264 c. all nonelected employees of the prosecuting attorney;
- 265 d. all nonelected employees of the department of judicial administration;
- 266 e. all nonelected employees of the department of assessments; and
- 267 f. the chief economist of the office of economic and financial analysis.

268 2. If the employment or service is deemed by the highest-ranking supervisor to
269 pose a conflict of interest, the employee immediately shall divest the employment and
270 failure to do so shall be grounds for dismissal.

271 D. A county employee shall be deemed to have a conflict of interest if the
272 employee appears on behalf of a person in any action or proceeding against the interest of
273 the county in any litigation to which the county is a party, unless the employee has a
274 personal interest in the litigation and this personal interest has been disclosed to the
275 regulatory governmental agency or adjudicating individual or body. A county
276 councilmember may appear before regulatory governmental agencies on behalf of
277 constituents in the course of the councilmember's duties as a representative of the
278 electorate or in the performance of public or civic obligations; however, no official or
279 employee shall accept a retainer or compensation, or any gift or thing of value that is
280 contingent upon a specific action by a county agency.

281 E.1. A county councilmember shall be deemed to have a conflict of interest if the
282 councilmember, directly or indirectly, has a substantial financial or other private interest
283 in any legislation or other matter coming before the council, and fails to disclose the
284 interest on the records of the county council. This subsection shall not apply if the
285 county councilmember is excused from voting by stating the nature and extent of such an
286 interest.

287 2. Any other employee who is not a county councilmember, who, directly or
288 indirectly, has a substantial financial or other private interest in, and who participates in,
289 an action or proposed action of the county council and fails to disclose on the records of
290 the county council the nature and extent of the interest, shall be deemed in violation of
291 this chapter.

292 F.1. A county employee shall be deemed to have a conflict of interest if the
293 employee, a close relative or an immediate family member of the employee, or an

294 individual with whom the employee has a significant relationship, directly or indirectly,
295 has an interest in any property being considered for revaluation by the county board of
296 appeals and equalization or has a personal interest or connection with another person's
297 petition for revaluation while the employee is:

- 298 a. an elected county official;
- 299 b. the executive's administrative assistant or office manager;
- 300 c. a county councilmember's executive secretary;
- 301 d. the county administrative officer, the county administrative officer's
302 administrative assistants, or the county administrative officer's confidential secretary;
- 303 e. the chief officer of an executive department, the chief officer's
304 administrative assistant, or the chief officer's confidential secretary;
- 305 f. the chief officer of an administrative office, the chief officer's
306 administrative assistants, or the chief officer's confidential secretary;
- 307 g. the council administrator, the council administrator's administrative assistant,
308 or the council administrator's secretary;
- 309 h. the ombuds or the ombuds's staff;
- 310 i. an employee of the department of assessments;
- 311 j. an employee assigned to either the board of equalization or the board of
312 appeals, or both;
- 313 k. any other county employee who has direct contact with the board of appeals
314 and equalization in the carrying out of the employee's duties;
- 315 l. a member of either the county board of appeals or the board of equalization,
316 or both; or

317 m. The clerk of the council or the clerk's secretary.

318 2. All individuals listed in this subsection who wish to appeal to the county
319 board of equalization on a matter of property revaluation shall be governed by the
320 procedure in K.C.C. 3.04.040.

321 SECTION 4. Ordinance 6144, Section 2, as amended, and K.C.C. 3.04.035 are
322 hereby amended to read as follows:

323 A. For one year after terminating service to the county, a former member of a
324 county board, commission, committee, or other multimember body may not appear
325 before that board, commission, committee, or other multimember body, or receive
326 compensation for any services rendered on behalf of or for assistance to any person, in
327 relation to any county action in which the former member participated during the period
328 of the former member's service. This prohibition also applies during the same period of
329 time to any person with which the former member has a financial or beneficial interest.
330 However, this prohibition does not apply if the former member's financial or beneficial
331 interest in any entity listed in this subsection is limited to investments and does not
332 include managerial or other influential authority, including holding controlling interest in
333 any class of stock.

334 B. For one year after leaving county employment, a former county employee may
335 not have a financial or beneficial interest in a contract or grant that was planned,
336 authorized, or funded by a county action in which the former county employee
337 participated during county employment.

338 C. For one year after leaving county employment, a former county employee may
339 not assist a person, whether or not for compensation, in any county action in which the

340 former county employee participated during county employment. This subsection does
341 not prohibit a former county employee from rendering assistance to county employees in
342 the course of union or guild business.

343 D. For one year after leaving county employment, a former employee must
344 disclose the former employee's past county employment before participation in any
345 county action. The disclosure shall be made in writing to the department considering or
346 taking the county action on which the former employee is or would be participating.

347 E. A former county employee may not, for the personal benefit of the former
348 employee, ~~((or))~~ a member of the former employee's immediate family, a close relative of
349 the employee, or an individual with whom the former employee has a significant
350 relationship, disclose or use any privileged or proprietary information gained by reason of
351 the former employee's county employment unless the information is a matter of public
352 knowledge or is available to the public on request.

353 F. A former county employee may not assist any person for compensation on
354 matters in which the former employee is personally prohibited from participating.

355 G. It is not a violation of this chapter for a former county employee to render
356 assistance to a person if the assistance is provided without compensation in any form and
357 is limited to one or more of the following:

358 1. Providing names, work addresses, and work telephone numbers of county
359 agencies or county employees, to the extent the information is available as a matter of
360 public record under state law;

361 2. Providing free transportation to another for the purpose of conducting
362 business with a county agency;

363 3. Assisting oneself or another person in obtaining or completing forms required
364 by a county agency for the conduct of a county business;

365 4. Providing assistance to the poor or infirm; or

366 5. Engaging in conduct that is authorized or protected by the constitutions or
367 laws of Washington state or the United States.

368 H.1. This section does not prohibit a former county employee from accepting
369 future employment with the county at any time, including employment with a former
370 department.

371 2. Except as otherwise provided in this section, a former county employee is not
372 prohibited from appearing before the county or seeking a county action on the former
373 county employee's own behalf to the same extent other persons may appear before or
374 seek actions by the county.

375 I. Except as otherwise limited by this chapter, a former county employee may
376 contract with the county, or participate in a contract with the county, to provide materials,
377 equipment, supplies, or services. However, any such a contract must comply
378 with applicable requirements and procedures related to procurement.

379 SECTION 5. Ordinance 9704, Section 8, as amended, and K.C.C. 3.04.037 are
380 hereby amended to read as follows:

381 Any employee who becomes aware that the employee might have a potential
382 conflict of interest that arises in the course of the employee's official duties shall notify in
383 writing the employee's supervisor or appointing authority of the potential conflict
384 immediately upon becoming aware of the potential conflict.

385 Upon receipt of such a notification, the supervisor or appointing authority shall
386 take action to resolve the potential conflict of interest within a reasonable time, which
387 ~~((may))~~ shall include at minimum, but is not limited to, designating an alternative
388 employee to perform the duty that is involved in the potential conflict and informing the
389 office of the ombuds of the potential conflict. The supervisor or appointing official may
390 also request an advisory opinion from the board of ethics before disposing of the potential
391 conflict. The supervisor or appointing authority shall document the disposition of the
392 potential conflict in writing in files maintained by the appointing authority.~~((The~~
393 ~~supervisor or appointing authority may request an advisory opinion from the board of~~
394 ~~ethics before disposing of the potential conflict.))~~

395 SECTION 6. Ordinance 1308, Section 6, as amended, and K.C.C. 3.04.050 are
396 hereby amended to read as follows:

397 A. All nominees for appointment to any county elective office except for judicial
398 candidates, within two weeks of becoming a nominee, and all elected officials who are
399 defined as county employees under K.C.C. 3.04.017, paid in whole or in part by county
400 funds, shall file with the board of ethics a statement of financial and other interests as
401 prescribed in subsection D. of this section. This requirement may be satisfied by filing
402 with the board of ethics a signed copy of the report required to be filed by RCW
403 42.17A.700.

404 B.1. Within two weeks of employment or appointment and on or before April 15
405 of each year thereafter, the following employees shall file a statement of financial and
406 other interests, as prescribed in subsection D. of this section, with the board of ethics: all
407 elected county officials; all employees appointed by the county executive; all employees

408 appointed by the county administrative officer or department directors and who are
409 subject to the approval of the county executive; all employees of the council; all
410 employees of the office of economic and financial analysis; and such additional
411 employees as may be determined in accordance with criteria adopted by the board of
412 ethics under subsection C. of this section. Statements of financial and other interests that
413 are to be filed within two weeks of employment or appointment shall report on
414 information for the preceding twelve calendar months. Annual statements of financial
415 and other interests shall report on information for the preceding calendar year.

416 2. Within two weeks of becoming a nominee for appointment to county boards
417 and commissions, the nominee shall file with the board of ethics a statement of financial
418 and other interests, as prescribed in subsection D. of this section, reporting on
419 information for the preceding twelve calendar months.

420 C The board of ethics shall adopt by rule criteria for determining which
421 employees, in addition to those designated in subsection B. of this section, are required
422 to complete and file statements of financial and other interests. The criteria must
423 consider the association between the duties and responsibilities of employees and
424 the conflict of interest provisions in K.C.C. 3.04.030.

425 D. The statement of financial and other interests required to be filed under this
426 section must include the following information of which the employee has, or reasonably
427 should have, knowledge for the reporting period:

428 1.a. the name of each person engaged in a transaction with the county in which
429 the employee may participate or has responsibility for, where the employee ~~((€))~~, a
430 member of the employee's immediate family, a close relative of the employee, or an

431 individual with whom the employee has a significant relationship, received any
432 compensation, gift, or thing of value, possessed a financial interest, or held a position
433 with the person;

434 b. the name of the individual who received the compensation, gift, or thing of
435 value from, possessed the financial interest in, or held a position with the person engaged
436 in the transaction with the county, and the individual's relationship to the employee; and

437 c. the title of the position; and

438 2.a. Real property, listed by street address, assessor parcel number or legal
439 description that was involved in or the subject of an action by the county, in which the
440 employee ((~~or~~)), a member of the employee's immediate family, a close relative of the
441 employee, or an individual with whom the employee has a significant relationship
442 possessed a financial interest, except that property for which the only county action was
443 valuation for tax purposes does not have to be reported except by those employees of the
444 department of assessments and the board of appeals who are required to file a report
445 related to the valuation;

446 b. the name of the individual who possessed the financial interest and the
447 individual's relationship to the employee; and

448 c. the name of the King County department involved in the transaction.

449 d. The use the individual made of the real property, such as recreation,
450 personal residence, or income, does not have to be reported.

451 E. The statement of financial and other interests must be signed with location of
452 signing, dated, and declared to be complete, true, and correct under penalty of perjury of
453 the laws of the state of Washington.

454 F. The financing of election campaigns shall continue to be governed by other
455 applicable local, state, and federal laws, and not by the provisions of this chapter.

456 G. Filing of the statement of financial and other interests does not relieve the
457 employee of the duty to notify the employee's supervisor of a potential conflict of interest
458 as required by K.C.C. 3.04.037.

459 H. The board may adopt rules and regulations by which affected employees may
460 request suspension or modification of the requirements to disclose financial and other
461 interests set forth in this section if the literal application of the requirements would cause
462 a manifestly unreasonable hardship and the suspension or modification would not
463 frustrate the purposes of this chapter.

464 I. The board of ethics may adopt necessary and appropriate rules, regulations and
465 forms related to completing, filing, maintaining, and disclosing statements of financial

466 and other interests under this section. The board shall follow the requirements of K.C.C.
467 chapter 2.98 for rule making.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Sarah Perry, Chair

ATTEST:

Melani Hay, Clerk of the Council

APPROVED this ____ day of _____, ____.

Girmay Zahilay, County Executive

Attachments: None