

**ARTICLE 22: CIVILIAN REVIEW**

The King County Office of Law Enforcement Oversight (OLEO) will provide a professional presence to help ensure a quality investigation in real time, and visible, independent oversight to reassure the public.

**Section 1.** The OLEO will actively monitor all Sheriff's Office internal investigations. In addition, OLEO may monitor any incidents involving Critical Incidents. Critical Incidents include the use of deadly force, in-custody deaths, officer-involved shootings, and any use of force or vehicular pursuit that results in death or injury requiring hospitalization.

**Section 2.** The OLEO may receive complaints from any complaining party, including, without limitation, citizens or employees of the Sheriff's Office. The OLEO will forward all complaints to the Internal Investigations Unit (IIU) within three business days for processing and, when appropriate, investigation. The OLEO will not conduct independent disciplinary investigations, but may participate in interviews as provided herein.

**Section 3.** The OLEO director/designee shall be timely notified of and have the opportunity to attend scenes of Critical Incidents requiring callout of the Criminal Investigations Division (CID) and/or the Administrative Review Team (ART). OLEO staff shall be stationed at the Command Post and interact only with the administrative team as liaison with the CID. After the initial investigation is complete and scene secured, a representative from CID will escort the OLEO representative through the scene.

**Section 4.** The OLEO director/designee may attend Use of Force Review Boards and Department-level Driving Review Boards as a non-voting member.

**Section 5.** In addition to complaints received by the OLEO, IIU will provide OLEO access to all other complaints within three business days. The KCSO will be the custodian for all KCSO investigative records. OLEO will not print or download KCSO complaints or investigative records of any kind. The OLEO will have subsequent access to closed cases for up to two years solely for reporting purpose, unless there is a legitimate business necessity to review older files. The OLEO director will notify the KCSO in writing of such business necessity when requesting access to cases older than two (2) years. If the Sheriff determines that a member of OLEO has violated the terms of

1 access to investigative records, the Sheriff shall have the right to deny the OLEO member further  
2 access to investigative records.

3       **Section 6.** The OLEO will have the opportunity to make a recommendation for mediation to  
4 the Sheriff, prior to investigation. In the event the Sheriff's Office, the complainant and the officer all  
5 agree to mediation, that process will be utilized rather than sending the matter on for investigation.  
6 Assuming the officer participates in good faith during the mediation process, the officer will not be  
7 subject to discipline and the complaint will be administratively dismissed. Good faith means that the  
8 officer listens and considers the issues raised by the complainant, and acts and responds  
9 appropriately. Agreement with either the complainant or the mediator is not a requirement of good  
10 faith. In the event an agreement to mediate is reached and the complainant thereafter refuses to  
11 participate, the officer will be considered to have participated in good faith. Moreover, any records  
12 related to mediation (other than a mediation settlement agreement) shall not be admissible in any  
13 proceeding except to enforce this section.

14       **Section 7.** Once any complaint is received by the IIU, it shall be submitted to the chain of  
15 command for review pursuant to the King County General Orders Manual Policy. When either the  
16 Sheriff or her/his designee determines that the allegations warrant investigation, such investigation  
17 shall be approved, and IIU will initiate the investigative process.

18       **Section 8.** IIU will notify the OLEO of all administrative interviews on all complaints of a  
19 serious matter (complaints that could lead to suspension, demotion or discharge) and all complaints  
20 originating at the OLEO. A single OLEO representative from the OLEO may attend and observe  
21 interviews, and will be given the opportunity to ask questions that are within the scope of permissible  
22 investigative questioning after the completion of questioning by the Sheriff's Office. The OLEO will  
23 not participate in criminal investigations of Sheriff's Office employees in any way, and will not be  
24 notified of any part of the criminal investigation until the criminal investigation is concluded. At that  
25 point, the file shall be provided to the OLEO.

26       **Section 9.** Upon completion of internal investigations, IIU will provide access to the case file  
27 for OLEO's review. The OLEO will determine, in writing, whether the investigation was thorough  
28 and objective in the opinion of the Director of the OLEO.

1           **Section 10.** As a part of the review process, the Director of the OLEO may believe that  
2 additional investigation is needed on issues he/she deems material to the outcome. If there is any  
3 dispute between the assigned investigator(s) and the OLEO regarding the necessity, practicality or  
4 materiality of the requested additional investigation, the IIU Commander will determine whether  
5 additional investigation will be undertaken. If the OLEO is not satisfied with the determination of the  
6 IIU Commander, the matter will be submitted to the King County Sheriff, for review. If the Director  
7 of the OLEO is not satisfied with the determination of the Sheriff, the matter will be resolved by the  
8 King County Executive, whose decision will be final. Once the matter has been referred to and  
9 resolved by the Executive, the investigation will be completed consistent with the determination by  
10 the Executive. After completion of the additional investigation, or the conclusion that no further  
11 investigation will be undertaken, the OLEO will then certify whether or not, in the opinion of the  
12 Director of the OLEO, the internal investigation was thorough and objective. This determination will  
13 be made within five (5) business days. Once the above finding is entered in the investigation, the  
14 OLEO will not be involved further in the processing of that case except as provided herein.

15           **Section 11.** All final disciplinary decisions will be made by the Sheriff.

16           **Section 12.** The OLEO will be provided a copy of any letter or other notification to an officer  
17 informing them of actual discipline imposed as a result of an internal affairs investigation or the  
18 Notice of Finding in the event that the complaint is not sustained.

19           **Section 13.** The OLEO will be notified by IIU within five (5) business days of case closure of  
20 all complaints of a Serious Matter and all complaints originally filed with the OLEO. The OLEO, in  
21 addition to the Sheriff's Office's written Notice of Finding letter to the complainant, may send a  
22 closing letter to the complainant. The letter may summarize the case findings within the context of  
23 this Article.

24           **Section 14.** Any complaining party who is not satisfied with the findings of the Sheriff's  
25 Office concerning their complaint may contact the OLEO to discuss the matter further. However,  
26 unless persuasive and probative new information is provided, the investigation will remain closed. In  
27 accordance with established arbitral case law, employees may not be subject to discipline twice for  
28 the same incident. In the event the investigation is re-opened and discipline imposed, the appropriate

1 burden of establishing compliance with this section rests with the County in any subsequent challenge  
2 to the discipline. Moreover, this section is subject to the 180 day limitation contained in Article 19.9  
3 of this Agreement

4 **Section 15.** In addition to the investigative process, the OLEO will have unimpeded access to  
5 all complaint and investigative files for auditing and reporting purposes. The OLEO is prohibited at  
6 all times and, including but not limited to, issuing written or oral reports, from disclosing the name(s)  
7 or other identifying information of employees or other individuals involved in incidents or  
8 investigations. The OLEO will immediately notify the Sheriff of any request or demand for, or court  
9 action seeking, OLEO records. Absent a court order, the OLEO is prohibited from providing  
10 information related to pending investigations to any third party because such disclosure could  
11 compromise a pending investigation. If a court order requiring disclosure is issued, OLEO shall  
12 immediately provide a copy of the order to the Sheriff. The OLEO may make statistical observations  
13 regarding the disciplinary results of sustained internal investigations, but shall not take issue with  
14 discipline imposed by the Sheriff in specific cases.

15 **Section 16.** The OLEO may recommend policies and procedures for the review and/or audit  
16 of the complaint resolution process, and review and recommend changes in Sheriff's Office policies  
17 to improve the quality of police investigations and practices. Nothing herein shall be construed as a  
18 waiver of the Guild's right to require the County to engage in collective bargaining as authorized by  
19 law.

20 **Section 17.** A committee of five (5) members (Committee) will be formed that will  
21 recommend three (3) candidates for the OLEO Director position for the Executive's consideration.  
22 The Committee shall be composed of one member appointed by the King County Police Officers'  
23 Guild; one member appointed by the Puget Sound Police Manager's Association (Captains bargaining  
24 unit); one member appointed by the Chair of the County Council; and one member appointed by the  
25 County Executive. The fifth member shall be appointed by the other four (4) members. The  
26 committee will be responsible for ensuring that three candidates are forwarded for selection. If one of  
27 the candidates is not selected, the process shall be repeated.

28 **Section 18.** The Committee will be responsible for ensuring that the three candidates

1 forwarded to the Executive possess the required minimum job requirements. In addition to whatever  
2 job requirements may be established by the County, one of the minimum job requirements for the  
3 OLEO will be to have a history that includes the establishment of a reputation for even-handedness  
4 and fairness.

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