KING COUNTY

1200 King County Courthouse 516 Third Avenue Seattle, WA 98104

Signature Report

Ordinance 19991

Proposed No. 2025-0290.2 **Sponsors** Balducci

1 AN ORDINANCE relating to the management and 2 operation of Harborview Medical Center; authorizing the 3 executive and the president of the Harborview Medical 4 Center board of trustees to execute an amendment to the 5 Hospital Services Agreement with the Regents of the 6 University of Washington. 7 STATEMENT OF FACTS: 8 1. Harborview Medical Center ("Harborview") is a comprehensive regional health 9 care facility owned by King County, overseen by a thirteen-member board of 10 trustees, and operated by the University of Washington, through UW Medicine in 11 accordance with the hospital services agreement between King County, by and 12 through its executive and its board of trustees for Harborview, and the Regents of 13 the University of Washington. 14 2. Harborview is the only Level 1 Trauma Center for adults and children 15 serving a four-state region that includes Alaska, Idaho, Montana, and Washington, 16 and provides specialized care for a broad spectrum of patients. Harborview is 17 maintained as a public hospital by King County to improve the health and well-18 being of the entire community and to provide quality healthcare to the most vulnerable. 19 20 3. The current hospital services agreement for the operation and maintenance of

21	Harborview was authorized in 2016 through Ordinance 18232 and was amended in		
22	2023 through Ordinance 19706.		
23	BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:		
24	SECTION 1. The executive and the president of the Harborview Medical Center		
25	board of trustees are authorized to execute a second amendment to the hospital services		
26	agreement substantially in the form of Attachment A to this ordinance.		
	Ordinance 19991 was introduced on 10/7/2025 and passed by the Metropolitan King County Council on 11/4/2025, by the following vote:		
	Yes: 9 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Perry, Quinn, von Reichbauer and Zahilay		
	KING COUNTY COUNCIL KING COUNTY, WASHINGTON Signed by: Girmay Zahilay 1AEA3C5077F8485 Girmay Zahilay, Chair ATTEST: DocuSigned by: Melani Hay 8DE18B375AD3422 Melani Hay, Clerk of the Council		
	APPROVED this day of, Signed by: AAA4841FD7644BE Shannon Braddock, County Executive		
	Attachments: A. Second Amendment to the Hospital Services Agreement		

Ordinance 19991

Second Amendment to the Hospital Services Agreement By and Between Martin Luther King, Jr. County by and through its Executive and its Board of Trustees for Harborview Medical Center and The Regents of the University of Washington

Pursuant to Section 14.2 of the Hospital Services Agreement by and between Martin Luther King, Jr. County ("the County") and the University of Washington ("the University") effective February 25, 2016 and amended in 2024 (hereinafter referred to as "HSA"), the Parties agree to amend the HSA as follows:

- 1. DELETE the text of Section 1.7 and REPLACE with the following:
 - **1.7 Capital Improvement Plan or CIP.** The County Council-approved Capital Improvement Plan includes capital projects that are funded by Harborview Medical Center revenues or available cash reserves. The CIP shall be developed and submitted on an annual basis and may include muti-year projects that are budgeted on a total project-cost basis.
- 2. Add new definitions as follows:
 - **1.56 Other Medical Center-Related Capital Projects.** All capital projects funded by sources other than the 2020 Proposition 1 Capital Program, including but not limited to major maintenance, repairs, replacement, renovations, or other capital projects to construct, acquire, or add to the Medical Center buildings, physical plant, and components thereof.
 - **1.57 County Hospital Tax.** The tax authorized by RCW 36.62.090, which allows the County to annually levy a property tax for the operation, maintenance, and capital expenses of the County hospital, and any outpatient clinics operated by the County hospital, and for the payment of principal and interest on bonds issued for such purposes.
- 3. DELETE the text of Section 3.1.9 and REPLACE with the following:

The University shall be responsible for the management, design, planning, development and contract oversight of Board-approved Medical Center capital projects funded either by Medical Center revenues and/or with University support, (a) which are budgeted, over the life of the project, for an amount not exceeding five-million dollars (\$5,000,000) in 2015 dollars, which amount shall increase automatically each year in an amount consistent with the Consumer Price Index for that year or (b) for projects which the County Executive and University agree in writing shall be the responsibility of the University. Such projects shall be procured and delivered in accordance with University procurement and delivery policies, procedures and statutes, and KCC 2.42.080. The University shall be authorized to execute all documents necessary to complete such projects. All other capital projects shall be subject to, planned and administered consistent with the KCC, as it now reads or is hereafter amended. The Parties will work together to propose amendments to the KCC as necessary and desirable to facilitate efficient capital activities. The CPOC, through unanimous consensus of its members, shall provide oversight of bond-financed capital projects.

Second Amendment to the Hospital Services Agreement

4. DELETE the text of Section 6.4.2 and REPLACE with the following:

By December 31 of each year but subject to Section 6.4.3 below, the Board shall allocate from authorized Medical Center revenues or reserves five million dollars (\$5,000,000) to a fund to support Mission Population programs and services that are currently being provided by the County.

- 5. DELETE the heading and text of 6.4.3 and REPLACE with the following:
 - **6.4.3 Increased Support for Mission Population.** In response to an urgent, increased need to support Mission Population programs and services that are provided by the County, the Board shall allocate, from authorized Medical Center revenues or reserves, three payments of twenty-eight million dollars (\$28,000,000) each by December 31 of 2025, 2026, and 2027 to a County fund to support Mission Population programs and services to be provided by the County ("Increased Mission Payments").
 - 6.4.3.1 The Board makes these increased payments in recognition of the Parties' shared interest in stabilizing programs and services to the Mission Population.
 - 6.4.3.2 The University shall ensure that no County Hospital Tax revenue is used to make Mission Population support payments, including the Increased Mission Payments.
 - 6.4.3.3 Except as provided in 6.4.3.4, the Board shall not be obligated to make any payments to the County to support the Mission Population, including Increased Mission Payments, after the third and final payment of \$28,000,000 by December 31, 2027.
 - 6.4.3.4 As additional consideration for the Increased Mission Payments in 2025, 2026, and 2027, the County will release its rights to receive annual allocations of five million dollars (\$5,000,000) to support Mission Population programs and services provided by the County, as described in 6.4.2, except that if the County is required or compelled, as determined in the sole discretion of the County, to return the Increased Mission Payments to the Board, then the Board shall authorize payments to the County from Medical Center authorized revenues or reserves of five million dollars (\$5,000,000) for each Increased Mission Payment the County returns to the Board and thereafter the provisions of Section 6.4.2. shall apply. In the instance that the County is required or compelled, as determined in the sole discretion of the County, to partially return the Increased Mission Payments to the Board, any payments thereafter due to the County pursuant to Section 6.4.2, whether retroactive or prospective in nature, shall be offset by the amount of Increased Mission Payments not returned.
- 6. DELETE section 6.4.4 in its entirety.
- 7. ADD a new Section 8.9 to read as follows:

Second Amendment to the Hospital Services Agreement

8.9 County Hospital Tax. In each year the County levies the County Hospital Tax, the proceeds shall be used at the Medical Center for expenditures allowed under RCW 36.62.090 and as set forth in the County's budget for the applicable fiscal period. The Parties agree that of the amount of County Hospital Tax proceeds appropriated by the County for Medical Center operating expenses, none may be used to satisfy the Mission Population support payment and Increased Mission Payment set forth in Sections 6.4.2 and 6.4.3.

This Second Amendment shall be effective on the date it is fully executed by the Parties.

All other terms of the HSA remain the same.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed in triplicate in their names and on their behalf by their duly authorized officers.

MARTIN LUTHER KING, JR. COUNTY, WASHINGTON	Approved as to form: LEESA MANION, KING COUNTY PROSECUTING ATTORNEY
By	By
Dated:	Dated:
BOARD OF TRUSTEES, HARBORVIEW MEDICAL CENTER	
By [Name], President	
Dated:	
THE REGENTS OF THE UNIVERSITY OF WASHINGTON	Approved as to form: NICHOLAS W. BROWN, WASHINGTON STATE ATTORNEY GENERAL
By [Name], Chair	By[Name], Assistant Attorney General
Datad	Datad



Certificate Of Completion

Envelope Id: 71C02C3A-2069-45D5-A8A4-98BC509B3612

Subject: Complete with Docusign: Ordinance 19991.docx, Ordinance 19991 Attachment A.pdf

Source Envelope:

Document Pages: 2 Signatures: 3 **Envelope Originator:** Initials: 0 Supplemental Document Pages: 3 Cherie Camp

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SEATTLE, WA 98104 Time Zone: (UTC-08:00) Pacific Time (US & Canada) Cherie.Camp@kingcounty.gov

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Girmay Edulay

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Melani Hay

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Signer Events Signature **Timestamp**

Girmay Zahilay girmay.zahilay@kingcounty.gov

Council Chair

Security Level: Email, Account Authentication

Signature Adoption: Pre-selected Style (None) Using IP Address: 71.227.166.164

Electronic Record and Signature Disclosure:

Accepted: 11/5/2025 12:10:33 PM ID: d477dd28-1129-408b-b935-4947b6077f46

Melani Hay

melani.hay@kingcounty.gov

Clerk of the Council King County Council

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure: Accepted: 9/30/2022 11:27:12 AM

ID: 639a6b47-a4ff-458a-8ae8-c9251b7d1a1f

Shannon.Braddock@kingcounty.gov

King County Executive

Shannon Braddock

Security Level: Email, Account Authentication

(None)

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Ames Kessler **COPIED** akessler@kingcounty.gov

Executive Legislative Coordinator & Public Records

Officer King County

Security Level: Email, Account Authentication (None)

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Notary Events	Signature	Timestamp			
Envelope Summary Events	Status	Timestamps			
Envelope Sent	Hashed/Encrypted	11/5/2025 11:04:03 AM			
Certified Delivered	Security Checked	11/25/2025 9:46:41 AM			
Signing Complete	Security Checked	11/25/2025 9:46:52 AM			
Completed	Security Checked	11/25/2025 9:46:52 AM			
Payment Events	Status	Timestamps			
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