



# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

### Ordinance 19924

**Proposed No.** 2025-0092.1

**Sponsors** Mosqueda, Quinn, Dembowski,  
Barón, Zahilay and Balducci

1                   AN ORDINANCE relating to the leasing of county real  
 2                   property; and amending Ordinance 12045, Section 15, as  
 3                   amended, and K.C.C. 4.56.160 and Ordinance 12045,  
 4                   Section 17, as amended, and K.C.C. 4.56.180.

5                   **STATEMENT OF FACTS:**

- 6                   1. King County Labor policy LP 2010-031, directs the county to explore  
 7                   the use of a project labor agreement for county projects when appropriate.
- 8                   2. In 2018, the county enacted Ordinance 18672 establishing a permanent  
 9                   priority hire program to prioritize recruitment, apprenticeship, and  
 10                  employment opportunities on county public works construction projects of  
 11                  \$5 million or more, now codified at chapter K.C.C. chapter 12.18A.
- 12                  3. In 2020, the executive entered into a master community workforce  
 13                  agreement with local labor organizations, which has been subsequently  
 14                  amended. A master community workforce agreement is a project labor  
 15                  agreement that includes standards for work hours, wages, working  
 16                  conditions, safety conditions, union representation, apprenticeship  
 17                  requirements and settlement of disputes procedures, as well as  
 18                  requirements for priority hiring. Generally, the master community

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19 workforce agreement applies to all county construction projects valued at  
20 \$5 million or more.

21 4. The use of a community workforce agreement is aligned with actions in  
22 King County's 2016 equity and social justice strategic plan, cocreated with  
23 employees and community partners. Use of a community workforce  
24 agreement is expected to maintain a coherent set of wage relationships  
25 and work rules, while protecting a project from disruptions, such as strikes  
26 and other industrial action, while the priority hiring requirements are  
27 intended to expand opportunities for disadvantaged populations that  
28 improves equity in the local communities where the projects are built.

29 5. The use of the county's master community workforce agreement has  
30 resulted in an increase of priority hires in 2023 as compared to 2022. In  
31 2023, those workers completed 205,210 labor hours and earned around  
32 \$10.7 million, up from 121,446 labor hours and \$5.7 million in 2022.

33 6. It is common for lessees of county-owned property or buildings to  
34 make capital improvements to such property or buildings, whereby the  
35 lessee selects, directs, and controls the designers and contractors to  
36 complete the improvements.

37 7. The success of the county's community workforce agreement program  
38 in providing stable labor relations, while simultaneously enhancing job  
39 opportunities for workers on county construction projects, compels the  
40 county to expand the program to appropriate projects, whereby the

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41 improvement or alteration work on the county-owned property is  
42 performed by a lessee.

43 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

44 SECTION 1. Ordinance 12045, Section 15, as amended, and K.C.C. 4.56.160 are  
45 here by amended to read as follows:

46 A. Except as provided in K.C.C. 4.56.150.D. and E., and subsections D. and E. of  
47 this section, fair market rental value, as defined in K.C.C. 4.56.010, shall be the basis for  
48 all leases of county real property. All leases shall be awarded upon the best terms and  
49 conditions available to the county.

50 B. Except as provided in subsections D. and E. of this section, when the county  
51 authorizes a new lease, or the renewal of a lease once executed and delivered, the  
52 facilities management division shall make an appraisal of the fair market rental value of  
53 such property, and such the fair market rental value shall serve as the basis for the new  
54 lease or renewal. After the review, the manager of the facilities management division  
55 shall determine whether the new lease, or renewal of an existing lease, is to be awarded  
56 by competitive bidding or by negotiation with interested parties without bidding. New  
57 leases shall be awarded by competitive bidding unless the manager of the facilities  
58 management division determines it is advantageous to the county to negotiate without  
59 bidding. Before awarding a lease on the basis of competitive bidding, the facilities  
60 management division shall request and consider the proposed lessees' responses to the  
61 criteria listed in subsection C.1.a. through ~~((d-))~~ e. of this section. In the event the county  
62 negotiates the award of lease contracts, the facilities management division shall submit to  
63 the executive the reasons for recommending award through negotiation rather than

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64 competitive bidding. At the option of the executive, competitive bidding may be  
65 required. The county shall give notice of its intention to ~~((execute))~~ award a lease based  
66 on negotiations by publishing a notice in a legal newspaper at least once a week for the  
67 term of two weeks. The notice so published shall adequately describe the property to be  
68 leased and shall contain a notice that a copy of the proposed lease is available for public  
69 inspection at the facilities management division. The notice requirement shall not apply  
70 to leases or renewals awarded through competitive bidding or in accordance with  
71 subsections D. and E. of this section. Before awarding a lease on the basis of  
72 negotiations with interested parties without bidding, the facilities management division  
73 shall request and consider the proposed lessees' responses to the criteria listed in  
74 subsection C.1.a. through ~~((d.))~~ e. of this section. Every new lease, or extension,  
75 modification or renewal of a lease, once executed and delivered, shall be signed or caused  
76 to be signed by the county executive, in accordance with Section 320.20 of the King  
77 County Charter, following analysis and recommendations of the manager of the facilities  
78 management division and the county department having custodianship of the property.  
79 After awarding of the new lease, modification, extension or renewal, a copy of the  
80 instrument as executed and delivered shall be available for public inspection at the  
81 facilities management division.

82 C.1. When the county elects to lease its property pursuant to public bidding, the  
83 county shall advertise to the extent that the county deems necessary to effect an  
84 advantageous lease. The advertising shall include publishing a notice in a legal  
85 newspaper at least once a week for three consecutive weeks, the last notice to appear no  
86 more than five days before the date of the auction or bid opening. The notice so

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87 published shall adequately describe the property to be leased and shall contain a notice  
88 that a copy of the proposed lease is available for public inspection at the facilities  
89 management division. When a lease of county real property is awarded through  
90 competitive bidding, the lease shall be awarded to the highest responsible bidder.  
91 However, whenever there is reason to believe that the highest acceptable bid is not the  
92 best rental obtainable, all bids may be rejected and the county may call for new bids or  
93 enter into direct negotiations to achieve the best possible rental. Each bid, with the name  
94 of the bidder, shall be recorded by the facilities management division, and each record,  
95 with the name and address of the successful bidder and the amount of the successful bid,  
96 shall, after the awarding of the lease, be open to public inspection at the facilities  
97 management division. In determining the highest responsible bidder, in addition to  
98 rental, the following responsibility criteria elements shall be given consideration:  
99           a. the financial responsibility of the bidder, and references therefor;  
100           b. the previous and existing compliance by the bidder with the terms of other  
101 leases of county real property and the laws relating thereto;  
102           c. the bidder's historical compliance with environmental, worker safety labor,  
103 and human trafficking laws, rules and regulations to establish that the bidder is  
104 responsible. For the purposes of this subsection, "historical compliance" means a  
105 minimum of the three years preceding the bid opening. This subsection C.1.c. shall not  
106 apply to any lease with revenue from base rent over the term of the lease and any  
107 potential extensions included in the lease of less than two hundred thousand dollars.  
108 Also, this subsection C.1.c. shall not apply to leases with individuals, businesses with  
109 fewer than ten employees, government agencies, not-for-profit organizations or utility

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110 companies, including cellular providers, or to subleases of less than two hundred  
111 thousand dollars; (~~and~~)

112 d. the bidder's agreement that for all improvements or alterations to the leased  
113 property to be performed by the bidder, as the successful lessee, and at its direction and  
114 expense:

115 (1) pay prevailing wages; and

116 (2) as required by the lease, for improvements or alterations estimated to  
117 cost five million or more, the bidder agrees to either sign on as an owner signatory to the  
118 county's master community workforce agreement or establish a community workforce  
119 agreement for its project, satisfying the provisions required by K.C.C. 12.18A.020.B.1.  
120 through 6., and signed by the lessee and representatives of the Seattle-King County  
121 Building Trades Council, the Northwest National Construction Alliance II, and other labor  
122 organizations, as appropriate, before beginning construction of the improvements or  
123 alterations to the leased property; and

124 e. such other information as may be secured relevant to the decision to award  
125 the lease.

126 2. The executive, when developing responsibility criteria that evaluates  
127 historical compliance with environmental, worker safety, labor and human trafficking  
128 laws, rules, and regulations, may also develop criteria to use in determining the  
129 responsibility of a bidder or interested party, that evaluates the record of a bidder or  
130 interested party in providing employee benefits including an employer- or union-provided  
131 retirement plan, health benefits, and either paid parental leave or paid family leave, or  
132 both.

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133           D. If property was obtained by the county through the proceeds of grants or other  
134 special purpose funding from either the federal or state government, or both, in which a  
135 specific public purpose or purposes are set forth as a condition of use for the property, the  
136 purpose or purposes are to be limited to the provision of social and health services or  
137 social and health services facilities as defined in chapter 43.83D RCW, and upon  
138 recommendation by the county executive and approval by the county council, the  
139 facilities management division may obtain and lease out the property under such terms  
140 and conditions as are consistent with those purposes, on the condition that in the event the  
141 property is leased in accordance with this subsection, the lessee or lessees shall be limited  
142 to private, nonprofit corporations duly organized according to the laws of the state of  
143 Washington, which are exempt from taxation under 26 U.S.C. Section 501(b), as  
144 amended, and that are organized for the purpose of operating social and health services  
145 facilities as defined by chapter 43.83D RCW.

146           E. If the county desires to have a building for its use erected on land owned or to  
147 be acquired by the county, the facilities management division may lease the land for a  
148 reasonable rental, on the condition that the county shall lease back the building or a  
149 portion thereof for the same term as established for the land lease. The leases shall  
150 include the following provisions:

- 151           1. No part of the cost of construction of the building shall ever be or become an  
152 obligation of King County;
  - 153           2. King County shall have a prior right to occupy any or all of the building upon  
154 payment of rent as agreed upon by the parties, which rent shall not exceed prevailing  
155 rates for comparable space;
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156           3. During any time that all or any portion of the building is not required for  
157 occupancy by King County, the lessee of the land may rent the unneeded portion to  
158 suitable tenants approved by King County; and

159           4. Upon expiration of the leases, all buildings and improvements on the land  
160 shall become the property of King County.

161           SECTION 2. Ordinance 12045, Section 17, as amended, and K.C.C. 4.56.180 are  
162 here by amended to read as follows:

163           A. The county may lease real property for a term of years and upon such terms  
164 and conditions as may be deemed in the best interests of the public and the county. A  
165 lease shall not be for a longer term in any one instance than ten years, except as follows:

166           1. If the county determines it to be in the best interest of the county, real  
167 property necessary to the support or expansion of an adjacent facility may be leased to  
168 the lessee of the adjacent facility for a term to expire simultaneously with the term of the  
169 lease of the adjacent facility, but not to exceed thirty-five years;

170           2. If the county determines it to be in the best interest of the county, if the  
171 property to be leased is improved or is to be improved and the value of the improvement  
172 is or will be at least equal to the value of the property to be leased, the county may lease  
173 the property for a term not to exceed thirty-five years;

174           3. If the property to be leased is to be used for public recreation and police  
175 training purposes, for parks and recreation purposes, for a hospital or a medical training  
176 and research facility, for a childcare facility to be improved with full or partial funding  
177 from a government-sponsored childcare bonus program, for the county's own use in  
178 accordance with a lease or leaseback arrangement entered into under K.C.C. 4.56.160.E.,

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179 for major airport, industrial, office or other commercial purposes or transit-oriented  
180 development, requiring extensive improvements or by a nonprofit organization for a  
181 facility in which the nonprofit organization will provide some or all of the social and  
182 health services as listed in RCW 43.83D.120, the county may lease the property for a  
183 term equal to the estimated useful life of the improvements, but not to exceed fifty years;  
184 unless the property is leased to a public housing authority or nonprofit organization in  
185 accordance with RCW 36.34.135, in which case the term may extend to seventy-five  
186 years;

187 4. Leases entered into under K.C.C. 4.56.160.D. may extend for the period of  
188 years necessary to amortize the special purpose funds, not to exceed twenty-five years;

189 5. Leases and subleases for retail uses in county buildings, including those originally  
190 developed in accordance with K.C.C. 4.56.160.E., may be leased for a term not to exceed  
191 twenty-five years; and

192 6. Leases entered into under K.C.C. 4.56.075 may extend for the period of years  
193 necessary to support or expand an adjacent manufacturing facility, not owned by the  
194 county, not to exceed twenty years.

195 B.1 The executive shall develop and incorporate substantive, additional lease  
196 terms concerning improvements or alterations to be performed by lessee at lessee's  
197 direction and expense to be included in all new leases or amendments to existing leases  
198 of county-owned property that are entered into on or after January 30, 2026. The  
199 substantive, additional lease terms shall require:

200 a. payment of prevailing wages;

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201            b. for improvements or alterations to the leased property to be performed by  
202 lessee at lessee's direction and expense and estimated to cost five million dollars or more,  
203 the lessee either sign on as an owner signatory to the county's master community  
204 workforce agreement or establish a community workforce agreement for its project that  
205 satisfies the provisions required by K.C.C. 12.18A.020.B.1. through 6., and signed by  
206 lessee and representatives of the Seattle-King County Building Trades Council, the  
207 Northwest National Construction Alliance II, and other labor organizations, as  
208 appropriate, before beginning construction of the tenant improvements or alterations; and

209            c. for improvements or alterations to the leased property to be performed by  
210 lessee at lessee's direction and expense and estimated to cost five million dollars or more,  
211 the specific numeric percentage utilization goals, that will be included in the lease and  
212 negotiated as part of the community workforce agreement, for:

- 213            (1) minimum apprenticeship;
- 214            (2) priority hire; and
- 215            (3) minority and women.

216            C. The executive shall report a determination made in accordance with this  
217 subsection to the council before either executing the lease or an amendment to the lease  
218 subject to section B.1.b. of this section. The executive shall make the report by  
219 electronically filing a letter with the clerk of the council setting out the reasons for the  
220 executive's determinations to waive or reduce the community workforce agreement  
221 requirements. The clerk shall retain the original and provide an electronic copy to all  
222 councilmembers, the council chief of staff, and the lead staff for the budget and fiscal  
223 management committee, or its successor. The report shall be required if:

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224           1. The executive waives the lease requirement of using a community workforce  
225 agreement for an improvement or alteration project subject to this section after  
226 determining such a requirement might cause the county to be in violation of any state or  
227 federal procurement law, rule, or regulation; or

228           2. In accordance with K.C.C. 12.18A.030.H., the executive determines to waive  
229 or reduce the community workforce agreement requirements for an improvement or  
230 alteration project subject to this section.

231           D. The executive shall submit an annual report detailing all awarded leases and  
232 amendments which include terms requiring utilization of a community workforce  
233 agreement. The report shall be incorporated into the annual apprenticeship report  
234 required under K.C.C. 12.16.175.

235           E.1. The lessee shall not improve or alter the leased property in any manner  
236 without the prior written consent of the county, but shall, before making improvements or  
237 alterations, submit plans and designs for the improvement or alteration to the county for  
238 approval. If the plans and designs are disapproved, the improvements or alterations shall  
239 be made only with such changes as may be required by the county. Incorporating the  
240 county's required changes in the lessee's plans and designs shall not constitute that the  
241 county is in any way directing the improvement or alteration work. As part of the  
242 county's consent process for those improvements or alterations to the leased property  
243 estimated to cost five million dollars or more to be undertaken by the lessee at its  
244 direction and expense, the county and lessee shall execute an amendment to the lease to  
245 incorporate the lease terms required by subsection B. of this section.

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246           2. Unless otherwise stipulated, all improvements or alterations erected or made  
247 on the leased property shall, on expiration or sooner termination of the lease, belong to  
248 the county without compensation to the lessee, but the county shall have the option, to be  
249 exercised on expiration or sooner termination of this lease, to require the lessee to remove  
250 any or all of the improvements or alterations. If the lessee fails substantially to make the  
251 improvements or alterations required by the lease, the lease shall be terminated and all  
252 rentals paid shall be forfeited to the county.

253           3. All green building requirements in K.C.C. chapter 18.17, except the annual  
254 reporting requirements in K.C.C. 18.17.070.B., shall apply to all new, renewed or  
255 extended leases of county-owned property that go into effect after March 21, 2022. The  
256 requirements shall be included in lease agreements managed by the department of  
257 executive services, facilities management division. The department of local services,  
258 permitting division, may review for compliance with the requirements during review of  
259 building permit applications.

260           ~~((C.))~~ F. Except for lease or leaseback arrangements entered into under K.C.C.  
261 4.56.160.E., any lease made for a period longer than five years shall contain provisions  
262 requiring the lessee to permit the rents to be adjusted and fixed by the county every five  
263 years, but any lease may provide for more frequent readjustments. If the lease permits  
264 the county to adjust the rent, the county shall give the lessee written notice of the adjusted  
265 rent, in accordance with the terms of the lease. The rent as adjusted shall take effect  
266 thirty days after the date of the notice unless the lessee, within thirty days following the  
267 receipt of the notice from the county, gives the county written notice of the lessee's  
268 rejection of the adjusted rent. If the lessee and the county cannot agree upon the rental

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269 readjustment, the rent shall be adjusted by arbitration. For arbitration, the lessee and the  
270 county shall each select one disinterested arbitrator and the two selected arbitrators shall  
271 select a third. If the two arbitrators have not selected a third arbitrator within thirty days  
272 after the selection of the last selected of the two, either the lessee or the county shall  
273 apply to the presiding judge of the superior court for King County for the appointment of  
274 a third arbitrator. Each arbitrator must be a member of the American Institute of Real  
275 Estate Appraisers, the Society of Real Estate Appraisers or other appraisal society or  
276 association having equivalent ethical and professional standards. If a licensing  
277 requirement for real estate appraisers is imposed by any legislative body, each arbitrator  
278 shall also be so licensed. The three arbitrators shall determine a fair rent for the premises  
279 based upon the fair market rental value of the property, as defined in K.C.C. 4.56.010.  
280 The decision of a majority of the arbitrators shall bind both the lessee and the county. At  
281 the conclusion of the arbitration, the arbitrators shall submit written reports to the lessee  
282 and the county. The cost of the arbitration shall be divided equally between the lessee  
283 and the county.

284        ~~((D.))~~ G. Except as provided in K.C.C. 4.56.150.D. and E. and 4.56.160.D., the  
285 rent of all leases of county real property shall be based upon fair market rental value, as  
286 defined in K.C.C. 4.56.010.

287        ~~((E.))~~ H. No lease shall be assigned or subleased without the assignment or  
288 sublease being first authorized by the county in writing. All leases, when drawn, shall  
289 contain this provision.

290        ~~((F.))~~ I. Notwithstanding the other provisions of this chapter and following such  
291 procedures as may be determined appropriate by the council, the executive may enter into

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292 long-term master leases of county property under which developers: would develop the  
293 property into office and other space required or approved by the county; would lease  
294 some of space back to the county and may lease space unneeded by the county to private  
295 or public entities for private or public uses as approved by the county council; and would  
296 convey all leasehold improvements to the county at the expiration or termination of the  
297 master leases. A master lease shall be subject to approval by the council.

298         SECTION 3. The executive shall take all actions necessary to allow a lessee  
299 subject to this ordinance to sign on to the master community workforce agreement and be  
300 similarly situated as the county under that agreement. If, after good faith efforts, the  
301 executive determines that expanding the master community workforce agreement, by  
302 amendment or otherwise, to cover a lessee of county-owned property is not feasible, then  
303 the executive shall require a community workforce agreement satisfying section 2.B.1.b.  
304 of this ordinance.

305         SECTION 4. Severability. If any provision of this ordinance or its application to

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306 any person or circumstance is held invalid, the remainder of the ordinance or the  
307 application of the provision to other persons or circumstances is not affected.

Ordinance 19924 was introduced on 3/18/2025 and passed by the Metropolitan King County Council on 5/6/2025, by the following vote:

Yes: 8 - Balducci, Barón, Dembowski, Dunn, Mosqueda, Quinn, von Reichbauer and Zahilay  
Excused: 1 - Perry

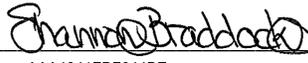
KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Signed by:  
  
1AEA3C5077F8485...  
Girmay Zahilay, Chair

ATTEST:

DocuSigned by:  
  
C267B914088E4A0...  
Melani Hay, Clerk of the Council

APPROVED this \_\_\_\_ day of 5/15/2025, \_\_\_\_\_.

Signed by:  
  
AAA4841FD7644BE...  
Shannon Braddock, County Executive

Attachments: None

## Certificate Of Completion

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Subject: Complete with Docusign: Ordinance 19924.docx

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Certificate Pages: 5

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Cherie Camp

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401 5TH AVE

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SEATTLE, WA 98104

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Cherie.Camp@kingcounty.gov

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Pool: King County-Council

Location: Docusign

## Signer Events

## Signature

## Timestamp

Girmay Zahilay

Signed by:

Sent: 5/7/2025 9:39:16 AM

girmay.zahilay@kingcounty.gov

1AEA3C5077F8485...

Viewed: 5/7/2025 10:23:31 AM

Council Chair

Signed: 5/7/2025 10:23:40 AM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 71.227.166.164

## Electronic Record and Signature Disclosure:

Accepted: 5/7/2025 10:23:31 AM

ID: 986c1f03-11c4-47d0-9511-f30ab5746d33

Angel Foss

DocuSigned by:

Sent: 5/7/2025 10:23:41 AM

Angel.Foss@kingcounty.gov

C267B914088E4A0...

Viewed: 5/7/2025 10:55:10 AM

Deputy Clerk of the Council

Signed: 5/7/2025 10:55:30 AM

King County Council

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication (None)

Using IP Address: 198.49.222.20

## Electronic Record and Signature Disclosure:

Accepted: 9/30/2022 11:28:30 AM

ID: 020c9a0a-c529-4443-8490-bad8ecc7fb95

Shannon Braddock

Signed by:

Sent: 5/7/2025 10:55:31 AM

Shannon.Braddock@kingcounty.gov

AAA4841FD7644BE...

Viewed: 5/15/2025 2:53:06 PM

Deputy Executive

Signed: 5/15/2025 2:53:28 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 146.129.84.133

## Electronic Record and Signature Disclosure:

Accepted: 5/15/2025 2:53:06 PM

ID: 80bae9d7-58fb-4ead-9a06-c6e57fd3e965

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Ames Kessler akessler@kingcounty.gov Executive Legislative Coordinator & Public Records Officer King County Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 5/7/2025 10:55:31 AM Viewed: 5/7/2025 11:37:58 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	5/7/2025 9:39:16 AM
Certified Delivered	Security Checked	5/15/2025 2:53:06 PM
Signing Complete	Security Checked	5/15/2025 2:53:28 PM
Completed	Security Checked	5/15/2025 2:53:28 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, King County-Department of 02 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact King County-Department of 02:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [cipriano.dacanay@kingcounty.gov](mailto:cipriano.dacanay@kingcounty.gov)

### **To advise King County-Department of 02 of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [cipriano.dacanay@kingcounty.gov](mailto:cipriano.dacanay@kingcounty.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from King County-Department of 02**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [cipriano.dacanay@kingcounty.gov](mailto:cipriano.dacanay@kingcounty.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with King County-Department of 02**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [cipriano.dacanay@kingcounty.gov](mailto:cipriano.dacanay@kingcounty.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.