

KING COUNTY

Signature Report

Ordinance 19938

Proposed No. 2025-0106.1 **Sponsors** Quinn 1 AN ORDINANCE authorizing the county executive to 2 renew an interlocal agreement between King County and 3 the cities of Burien, Des Moines, Normandy Park, and 4 SeaTac for stormwater education in the Highline Public 5 School District. 6 STATEMENT OF FACTS: 7 1. In 2018, the city of Burien received a Washington state Department of 8 Ecology grant for the purpose of implementing an annual outdoor, 9 interactive stormwater education program called StormFest for all 10 Highline Public School District sixth grade students. StormFest partners 11 have annually hosted the event, including adaptions during COVID-19 12 restrictions. 13 2. City and partner staff host the three-day events in June. The events 14 include a volunteer and interpreter training day, followed by the main 15 three-day event a week later. The curriculum is adapted to accommodate 16 students' language, physical, and intellectual needs, featuring bilingual 17 education stations, a beach-accessible wheelchair, transportation support, 18 and special education accommodations. 19 3. Since 2018, the event has engaged approximately nine thousand five 20 hundred sixth-grade students, including seventh graders who missed the

21	event due to COVID-19 restrictions, along with dozens of community
22	members, interpreters, and professional staff.
23	4. The StormFest program for sixth graders of the Highline School
24	District helps the cities of Burien, Des Moines, Normandy Park, and
25	SeaTac, as well as unincorporated King County, meet National Pollution
26	Discharge Elimination System permit requirements for education and
27	outreach. The program also supports the development of programs and
28	opportunities for public participation, including engagement with
29	overburdened communities.
30	5. In 2025, the Highline Public Schools District serves over eighteen
31	thousand students, thirty-eight percent are English language learners,
32	sixteen percent are students with disabilities, and sixty percent eligible for
33	the school lunch program. Sixth grade is a key developmental period for
34	students to engage with STEM, which means science, technology,
35	engineering, and math, professionals and activities that motivate, model,
36	inspire, and trigger interest in those fields.
37	6. The first StormFest interlocal agreement was authorized by Ordinance
38	19059 and approved on March 3, 2020, for the years 2020 through 2024.
39	The new interlocal agreement will begin in 2025 and expire in 2029,
40	unless amended by the parties. Partner contributions are assessed annually
41	based on the percentage of students from their respective jurisdictions,
42	which King County's support is determined by the percentage of students
43	from unincorporated areas.

Ordinance 19938

44	7. Post-event surveys of students, teachers, and community volunteers
45	consistently express appreciation for the outdoor event, particularly the
46	hands-on interactions with freshwater invertebrates as water quality
47	indicators and the increased understanding of clean water actions.
48	BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:
49	SECTION 1. The county executive is authorized to execute an agreement,
50	substantially in the form of Attachment A to this ordinance, with the cities of Burien, Des

- Moines, Normandy Park, and SeaTac for stormwater education in the Highline Public
- 52 School District.

Ordinance 19938 was introduced on 4/1/2025 and passed by the Metropolitan King County Council on 5/27/2025, by the following vote:

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

KING COUNTY COUNCIL KING COUNTY, WASHINGTON

ATTEST: DocuSigned by: Melani Hay 8DE1BB375AD3422 Melani Hay, Clerk of the Council	Signed by: Cirmay Edulay 1AEA3C5077F8485 Girmay Zahilay, Chair
APPROVED this day of6/9/2025,	
	Signed by: AAA4841FD7644BE Shannon Braddock County Executive

INTERLOCAL AGREEMENT BETWEEN THE CITIES OF BURIEN, DES MOINES, NORMANDY PARK, SEATAC AND KING COUNTY FOR STORMWATER EDUCATION PROGRAM ("STORMFEST")

Pursuant to the Interlocal Cooperation Act (RCW 39.34), the City of Burien, ("Burien"), the City of Des Moines, ("Des Moines"), the City of Normandy Park, ("Normandy Park"), the City of SeaTac, ("SeaTac"), and King County, (individually referred to as a "Party" and collectively referred to as "Parties"),","), each of which is a Washington Municipal Corporation, hereby enter into this Agreement ("Agreement")the Agreements set forth:

RECITALS

WHEREAS, Department of Ecology (Ecology) develops and administers Clean Water Act National Pollutant Discharge Elimination System (NPDES) municipal stormwater permits in Washington;

WHEREAS, NPDES Western Washington Phases I and Phase and II permits require local governments to manage and control stormwater runoff ensuring it does not pollute downstream waters:

WHEREAS, StormFest is an annual field-based stormwater learning event that engages 6th grade and/or middle school students in the Highline School District using and testing best practices for outdoor environmental education and equity;

WHEREAS, StormFest events engage students to learn about and experience their local watershed, sources of pollution, and engineering solutions to prevent stormwater pollution;

WHEREAS, this event involves teachers, families, community members, local government staff and educational nonprofits. This collaborative approach helps cities and counties meet National Pollutant Discharge Elimination System (NPDES) permit requirements;

WHEREAS, StormFest is aligned with many programs to meet NPDES permit requirements across the jurisdictions and is specifically used by SeaTac and Normandy Park to fulfill the Behavior Change campaign as outlined in the Western Washington Phase II permit;

WHEREAS, the Parties have previously entered a similar Interlocal Agreement (ILA) since 2019 which will expire on December 31, 2024;

WHEREAS, the Parties believe that a cooperative effort is the most effective method of meeting their common goals stated herein;

WHEREAS, the Parties intend by this Agreement to establish their respective rights, roles and responsibilities; and

NOW, THEREFORE, in consideration of the mutual promises, benefits, and covenants contained in this Agreement and other valuable consideration, the sufficiency of which is acknowledged, the Parties agree to the above Recitals and the following terms and conditions:

1) **Definitions**:

- A. "Project Cost Allocation" means the percentage of the total cost of StormFest assigned to each Party; the percentage assigned to each Party shall be equivalent to each Party's percentage-share of student enrollment provided by Highline School District for the prior year (i.e. the percentages for the 2024 StormFest event are based on the 2022-2023 school year enrollment numbers). By way of example, if 42% of all Highline School District students reside in Des Moines, then Des Moines' Project Cost Allocation shall be 42% of the total cost of StormFest.
- B. "Project Cost Allocation Document" means the document containing each Party's Project Cost Allocation for the calendar year. Once signed by the Party, the Project Cost Allocation Document represents that Party's financial obligation in support of the upcoming year's StormFest.
- C. "Project Management Team" and "Team" mean the group comprised of a representative of each city and whose function is to develop, implement, manage, and evaluate StormFest.
- D. "StormFest" means an annual education program for 6th graders in the Highline School District developed by the Parties and which assists the Parties in meeting NPDES Phase II permit requirements.
- Purpose. The purpose of this Agreement is to outline the tasks to be completed by each Party and to define the responsibilities of the Project Management Team in support of StormFest. The goal is to implement a hands-on, interactive, stormwater education program ("StormFest") for Highline Public Schools in compliance with the Parties' NPDES Permit criteria.
- 3) <u>Joint Roles and Responsibilities</u>. Each Party shall be responsible for the following:
 - A. Appoint one representative to the Team. Each Party will have only one vote regardless of the number of representatives representing each Part on the Team. Participation of additional staff from any of the Parties in support of the Team is encouraged.
 - B. Each Party's representative will regularly attend Team meetings, attend the event, and otherwise support the Team as necessary to successfully execute the event.
 - C. The Team will make decisions by consensus. If a consensus cannot be reached, dispute will be resolved according to the procedures outlined in Section 9 of this agreement.
 - D. Each year the Team will agree to and sign the Project Cost Allocation Document for the upcoming year's StormFest event. The 2023 Project Cost Allocation Document for the 2024 StormFest event is attached to this agreement as an example.
 - E. Burien will serve as the administrator of this Agreement. Burien's administrative tasks will include leading in the organization of StormFest events; providing day-to-day project management; scheduling and facilitating Team meetings, contracting with consultants; processing monthly consultant invoices and payments; invoicing other Parties to the Agreement; and providing periodic fiscal reports to the Parties in accordance with the requirements of 39.34 RCW.
 - F. Des Moines will serve as the host Party for each StormFest event at Des Moines Beach Park

for the duration of this Agreement.

- G. The total project cost in the Project Cost Allocation will include, but not be limited to, the following: expenses for educators, translators, consultants, interpreters, supplies, parking fees at the Des Moines Marina and Beach Park, volunteers' stipends, event, and other cost associated with the event such as students' transportation and compensation for substitute teachers. The total project cost will also cover Des Moines (Host City) staff time and rental fees for supporting the use of the Des Moines Beach Park Facility during the event. No other Party staff charges will be included in the total project cost. The total project cost will exclude Burien's costs related with administering this agreement, and any Party's costs of participation on the Team.
- H. Burien will invoice the Parties for their share of the Project Cost Allocation approximately once each quarter. The Parties will submit their payment within 60 business days of receiving an invoice.
- **Budget**. Costs may fluctuate from one year to another. If the budget must be increased to accommodate additional costs, the Team will utilize the consumer price index June to June inflation rate as the measure by which to increase the allocated budget, with a maximum year over year increase of 5%. Costs are shared based on allocation of the percentage of Highline School District's students enrolled in each jurisdiction. The Team shall, take reasonable measures to keep costs to a minimum where possible. Table 1 of the appendix shows the potential annual rate increases for all parties.
- **Termination.** Any Party may withdraw from this Agreement at any time, upon thirty (30) days' written notice to the other Parties. However, once a Party signs and executes the Project Cost Allocation Document for a given year, termination will take effect only at the end of the following year. A Party's obligation to pay their share of a signed and executed Project Cost Allocation is contingent upon the occurrence of the StormFest event for that year and the fulfillment of all associated financial responsibilities.
- **Duration.** This Agreement is effective upon execution by each Party and will remain in full force and effect until December 31, 2029. This Agreement may be extended upon mutual agreement of all Parties.
- **Modification.** This Agreement may only be modified by further written agreement upon mutual acceptance by all Parties.
- **8)** Separate Legal Entity. No separate legal entity or administrative entity is created by this Agreement.
- **Dispute Resolution.** If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be resolved through direct discussions, the parties agree to first attempt to settle the dispute in amicably through mediation. The mediation will be administered by a mediator in accordance with JAMS Alternative Dispute Resolution service rules and procedures. The mediator may be selected either by mutual agreement of the parties or through JAMS.
- **10)** Written Notice. All communications regarding this Agreement should be sent to the addresses listed on the signature page, unless otherwise notified. Any written notice will be considered effective three (3) business days after the date of transmittal. Such notice will be deemed properly given if sent to the address specified in this Agreement or to any other address subsequently provided in writing.
- 11) <u>Hold Harmless.</u> Each Party hereto shall protect, defend, hold harmless and indemnify the

other Parties, their officers, elected officials, directors, volunteers, agents and employees, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such Party's own acts or omissions related to such Party's participation and obligations under this Agreement. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. In the event that either Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability. The provisions of this Section shall survive and continue to be applicable to Parties exercising the right of termination pursuant to Section 5 herein.

- **12)** Insurance. Each Party shall provide and maintain suitable commercial general liability and auto liability insurance policies to protect it from casualty losses by reason of the activities contemplated by this Agreement. The limits of liability for each coverage shall be at least \$2,000,000 each occurrence. Each Party shall provide the other Party with a Certificate of Liability Insurance or Evidence of Coverage; provided, that if either Party is self-insured or part of a self-insurance risk pool, it will provide a letter of self-insurance as evidence of coverage.
- **Audits and Inspection.** The records and documents with respect to all matters covered by this contract shall be subjected to inspection, review or audit by each Party at the requesting Party's sole expense during the term of this Agreement and three (3) years after expiration or termination. Such records shall be made available for inspection during regular business hours within a reasonable time of the request.
- **14)** <u>Finance and Budget</u>. No special budget or funds are anticipated, nor shall any be created. The Parties are each responsible for their own finances in connection with this Agreement, and nothing in this Agreement shall be deemed or construed otherwise.
- **15)** Property Acquisition and Disposition. The Agreement does not contemplate the joint acquisition of property by the parties. At termination, each Party will remain the sole owner of its own property
- **Non-Discrimination.** The Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, religion, age, marital status, sexual orientation, gender preference, marital or family status, military or veteran status or mental, or physical disability or the use of a trained dog guide or service animal by a disabled person unless for cause.
- **17)** <u>Severability.</u> If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of the Parties.
- **18)** Approval by Parties' Governing Bodies. The governing body of each Party must approve this Agreement before any representative of such Party may sign this Agreement.
- **19)** <u>Entire Agreement</u>: This is the entire agreement between the Parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date last written below.

CITY OF DES MOINES

	Katherine Caffrey
By:	11.22.24
	Date
Date	Date
APPROVED AS TO FORM:	APPROVED AS TO FORM:
	/s/ Tim George
	Office of the City Attorney
	11/22/2024
Date	Date
ATTEST/AUTHENTICATED:	ATTEST/AUTHENTICATED:
City Clerk	Date
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CITY OF BURIEN	CITY OF NORMANDY PARK
By:	
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APPROVED AS TO FORM:	APPROVED AS TO FORM:
	 Date

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Appendix:	

Proposed potential cost breakdown, assuming 5% annual price increase.

Project Cost Allocation Break down based on 2021-2022			
•	6th grade student		
Jurisdiction	% Students		Cost
Burien	29.47%	\$	31,721.30
Seatac	22.11%	\$	23,790.98
King County	22.11%	\$	23,790.98
Des Moines	23.16%	\$	24,923.88
Normandy Park	3.16%	\$	3,398.71
TOTAL	100%	\$	107,625.85
	2025		
Total	\$ 113,007.14		
Burien	29.47%	\$	33,307.37
Seatac	22.11%	\$	
King County	22.11%	\$	
Des Moines	23.16%	\$	26,170.08
Normandy Park	3.16%	\$	3,568.65
TOTAL	100%	\$	113,007.14
	2026		
Total	\$ 118,657.50		
Burien	29.47%	\$	34,972.74
Seatac	22.11%	\$	26,229.55
King County	22.11%	\$	26,229.55
Des Moines	23.16%	\$	27,478.58
Normandy Park	3.16%	\$	3,747.08
TOTAL	100%	\$	118,657.50
2027			
Total	\$ 124,590.37		
Burien	29.47%	\$	36,721.37
Seatac	22.11%	\$	27,541.03
King County	22.11%	\$	27,541.03
Des Moines	23.16%	\$	28,852.51
Normandy Park	3.16%	\$	
TOTAL	100%	\$	124,590.37
2028			
Total	\$ 130,819.89		
Burien	29.47%	\$	38,557.44
Seatac	22.11%	\$	28,918.08
King County	22.11%	\$	
Des Moines	23.16%	\$	
Normandy Park	3.16%	\$	4,131.15
TOTAL	100%	\$	130,819.89

	2029	
Total	\$ 137,360.89	
Burien	29.47%	\$ 40,485.31
Seatac	22.11%	\$ 30,363.99
King County	22.11%	\$ 30,363.99
Des Moines	23.16%	\$ 31,809.89
Normandy Park	3.16%	\$ 4,337.71
TOTAL	100%	\$ 137,360.89

Interlocal Agreement between the Cities of Burien, Des Moines, Normandy Park, and SeaTac and King County for StormFest

Project Cost Allocation Document - StormFest January 1, 2025 - December 31, 2025

The Project costs are allocated based on percent of Highline Public Schools 6th graders in each jurisdiction, calculated from Highline Public Schools data.

Table 1. Costs/Cost Shares

Jurisdiction	Annual Cost Share	Estimated Cost Shares*
Burien	29%	\$31,211.50
Des Moines	25%	\$26,906.46
SeaTac	22%	\$23,677.69
King County	20%	\$21,525.17
Normandy Park	3%	\$3,228.78
TOTAL	100%	\$107,625.85

^{*}Total costs for all tasks will not exceed \$107,625.85. Each jurisdiction's maximum cost share is as shown in Table 1.

Accepted by:	
City of Burien	City of Des Moines
City of Normandy Park	City of SeaTac
King County	_



Certificate Of Completion

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Council Chair

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Signature

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Melani Hay

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Melani Hay

melani.hay@kingcounty.gov

Clerk of the Council King County Council

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Shannon Braddock

Shannon.Braddock@kingcounty.gov

Deputy Executive

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Ames Kessler akessler@kingcounty.gov

Executive Legislative Coordinator & Public Records

Officer King County

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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.

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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

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 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 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 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.

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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.