



# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

### Ordinance 19637

**Proposed No.** 2023-0207.2

**Sponsors** McDermott

1 AN ORDINANCE related to contracting with commercial  
 2 banking institutions to provide financial services to the  
 3 county; amending Ordinance 12076, Section 39, as  
 4 amended, and K.C.C. 4.14.010, Ordinance 12076, Section  
 5 40, as amended, and K.C.C. 4.14.020, Ordinance 12076,  
 6 Section 42, as amended, and K.C.C. 4.14.040, Ordinance  
 7 17756, Section 5, and K.C.C. 4.14.048, Ordinance 12076,  
 8 Section 43, as amended, and K.C.C. 4.14.050, Ordinance  
 9 17756, Section 7, as amended, and K.C.C. 4.14.070, and  
 10 Ordinance 17756, Section 8, and K.C.C. 4.14.080 and  
 11 repealing Ordinance 17756, Section 4, and K.C.C. 4.14.045  
 12 and Ordinance 12076, Section 44, and K.C.C. 4.14.060.

13 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

14 **SECTION 1. Findings:**

15 A. K.C.C. 4.14.020 requires that at least every seven years, the county  
 16 competitively solicit the financial services required by the county from qualifying  
 17 commercial banking institutions except during a state of emergency when a banking  
 18 services agreement can be extended for an additional two years.

19 B. The current county banking services agreement with U.S. Bank N.A. began on  
 20 January 1, 2015, and is set to expire on December 31, 2023. That duration includes an

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21 extension of two additional years due to the COVID-19 pandemic state of emergency.

22 C. The executive is planning to seek bids for financial services to the county for  
23 the next seven years starting January 1, 2024, through December 31, 2031.

24 D. K.C.C. 4.14.045 sets the scoring criteria for evaluating proposals from  
25 commercial banking institutions as follows: twenty-five percent for the community  
26 reinvestment plan; forty percent for pricing; twenty-five percent for qualifications and  
27 responses to the request for proposals; and ten percent for small contractor and supplier  
28 certification. The current scoring criteria does not account for the financial health of  
29 commercial banking institutions. Moreover, having the scoring criteria included in King  
30 County Code does not provide the flexibility to modify the scoring criteria, which might  
31 be necessary to change over time for the best interest of the county.

32 E. In March 2023, several banks such as Silicon Valley Bank, Signature Bank,  
33 and First Republic Bank collapsed due to liquidity issues and were seized by the federal  
34 government. Given those recent events, the council further finds that it is necessary to  
35 evaluate the financial health of a commercial banking institution bidding to provide  
36 financial services to the county.

37 F. K.C.C. 4.14.040 requires the council to approve by motion the specifications  
38 that would be used to solicit proposals to provide financial services to the county from  
39 commercial banking institutions. The council further finds that including the evaluation  
40 criteria to be used to score proposals submitted by commercial banking institutions, along  
41 with the specifications, for council approval will provide the necessary flexibility while  
42 also maintain council oversight on selection of a commercial banking institution.

43 G. Technical corrections were necessary to K.C.C. chapter 4.14 to provide

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44 clarity.

45 SECTION 2. Ordinance 12076, Section 39, as amended, and K.C.C. 4.14.010 are  
46 hereby amended to read as follows:

47 A. It is a requirement of Washington state law and the policy of King County that  
48 financial services provided to the county by commercial banking institutions be provided as  
49 a result of open competitive procurement processes.

50 B. Financial services provided to the county by commercial banking institutions  
51 may only be provided by commercial banking institutions that have a demonstrated history  
52 of and ongoing commitment to socially responsible banking practices.

53 SECTION 3. Ordinance 12076, Section 40, as amended, and K.C.C. 4.14.020 are  
54 hereby amended to read as follows:

55 ~~((Competitive procurement processes by banking institutions to provide those  
56 services shall occur at least once every seven years except for banks serving the needs of  
57 special districts as set forth in K.C.C. 4.14.080 and during a state of emergency declared  
58 under chapter K.C.C. 12.52.030.))~~ Except for banks serving the needs of special districts as  
59 set forth in K.C.C. 4.14.080 and during a state of emergency declared under chapter K.C.C.  
60 12.52.030, in accordance with this chapter, at least every seven years, the county shall  
61 competitively solicit the financial services required by the county from qualifying  
62 commercial banking institutions. Any extension of a ~~((banking))~~ financial services  
63 ~~((agreement))~~ contract due to a state of emergency shall be no longer than two years unless  
64 approved by ordinance.

65 SECTION 4. Ordinance 12076, Section 42, as amended, and K.C.C. 4.14.040 are  
66 hereby amended to read as follows:

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67 A. The manager of the finance and business operations division shall develop the  
68 financial services specifications, stating the ~~((financial service))~~ county's needs and the  
69 responsible banking qualification requirements of the county, and the evaluation criteria  
70 to be used to score proposals submitted by commercial banking institutions.

71 B. The specifications and evaluation criteria shall be reviewed and approved by  
72 the council by motion before ~~((formally seeking))~~ the manager may solicit proposals to  
73 provide financial services to the county from ~~((banks))~~ commercial banking institutions.  
74 The executive shall electronically file the motion to approve the specifications and  
75 evaluation criteria no later than March 31, with the clerk of the council, who shall retain  
76 the original and provide an electronic copy to all councilmembers, the council chief of  
77 staff, the chief policy officer, and the lead staff for the budget and fiscal management  
78 committee, or its successor.

79 C. Each commercial banking institution submitting a proposal will be evaluated  
80 for its financial health in accordance with the specifications and evaluation criteria.

81 D. The specifications shall include a minimum requirement that the ~~((bank))~~  
82 commercial banking institution has a current Community Reinvestment Act rating of  
83 "outstanding" from the U.S. Office of the Comptroller of the Currency, the U.S. Board of  
84 Governors of the Federal Reserve ~~((Bank or another applicable federal regulatory~~  
85 ~~agency))~~ System, and the Federal Deposit Insurance Corporation. The "outstanding"  
86 rating shall apply to a rating assessment area that includes the geographical boundaries of  
87 King County.

88 ~~((D:))~~ E. Each ~~((bank))~~ commercial banking institution submitting a proposal is  
89 required to submit a community reinvestment plan describing past performance and

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90 proposed initiatives within King County related to lending, investing, and providing  
91 community banking services to traditionally underserved and disadvantaged  
92 communities. The community reinvestment plan shall be part of the evaluation process  
93 for awarding a contract.

94 ~~((E.))~~ F. A community reinvestment plan should summarize, as well as  
95 supplement, information that each ~~((bank))~~ commercial banking institution is required to  
96 submit to ~~((a designated federal agency))~~ the U.S. Office of the Comptroller of the  
97 Currency, the U.S. Board of Governors of the Federal Reserve Bank, and the Federal  
98 Deposit Insurance Corporation as part of its most-recent ~~((e))~~ Community  
99 ~~((f))~~ Reinvestment Act rating process for an assessment area that includes King County.  
100 All data and reporting within the plan shall focus on actions the ~~((bank))~~ commercial  
101 banking institution is taking, or planning to take, to improve access to bank services and  
102 to increase opportunities for building assets and providing credit in low-income and  
103 racially diverse areas throughout King County.

104 ~~((F.))~~ G. A community reinvestment plan should highlight performance over the  
105 previous three years and include goals for the duration of the contract period that fall into  
106 three categories: lending, investing and services. The plan shall also describe the  
107 approach used by the ~~((bank))~~ commercial banking institution to determine the  
108 geographic and socioeconomic distribution of its lending, investing, and services.  
109 Following are other specific components of the community reinvestment plan required by  
110 the county:

111 1. Lending. The plan shall provide information about:

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112 a. mortgage-lending efforts and products, including innovative loan products  
113 with more flexible terms, and how these efforts and products are meeting the credit needs  
114 of low and moderate income individuals and geographies;

115 b. community development lending, by the ((bank)) commercial banking  
116 institution, that helps develop affordable housing and helps nonprofit organizations and  
117 private facilities expand job creation and support services for working families, with the  
118 goal of increasing economic stability; and

119 c. small business lending, by the ((bank)) commercial banking institution, to  
120 establish businesses and create jobs, particularly those in low-income and minority  
121 census tracts that foster and support minority and women owned businesses; and

122 d. lending, by the ((bank)) commercial banking institution, to finance  
123 improvements to public infrastructure within the county;

124 2. Investing. The plan shall provide information about:

125 a. tax credit investments, grants, corporate giving activities and nonprofit  
126 sponsorships, by the ((bank)) commercial banking institution, that provide and promote  
127 affordable housing, encourage self-sufficiency, and foster economic development; and

128 b. grants and corporate giving activities, by the ((bank)) commercial banking  
129 institution, that provide or promote improvements to public infrastructure within the  
130 county; and

131 3. Services. The plan shall provide information about:

132 a. programs and community partnerships of the ((bank)) commercial banking  
133 institution that provide small-business development, workforce development, capacity  
134 building and asset development;

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135           b. community services involving ((bank)) commercial banking institution  
136 employees, including participation in consumer training or seminars, home-buyer  
137 seminars, tax-preparation services, and financial education for students and serving on  
138 nonprofit boards and committees;

139           c. branch networks, including a record of opening and closing of branch  
140 offices and information about whether these changes have had a positive or negative  
141 effect, particularly in low- and moderate-income geographies; and

142           d. services and efforts of the ((bank)) commercial banking institution that  
143 address the credit needs of low- and moderate-income individuals and geographies,  
144 including, but not limited to, affordable check cashing, alternatives to payday loans and  
145 prepaid debit cards, and other outreach and education opportunities aimed at assisting  
146 distressed home mortgages.

147           ((G.)) H. The community reinvestment plan shall include clear and measurable  
148 performance goals or standards to demonstrate that the ((bank)) commercial banking  
149 institution is making good faith efforts to follow through on commitments and elements  
150 of the plan referenced in subsection F. of this section.

151           ((H.)) I. The ((director)) manager of finance and business operations division  
152 shall reject a bid as nonresponsive for failure to include every component of this section  
153 in the community reinvestment plan submitted by a ((bank)) commercial banking  
154 institution.

155           ((I.)) J. The ((bank)) commercial banking institution awarded the financial  
156 services contract shall provide a plan for reaching out to individuals with limited English

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157 proficiency and to provide such individuals with lending, investing, and community  
158 banking services (~~((to individuals with limited English proficiency))~~).

159 SECTION 5. Ordinance 17756, Section 5, and K.C.C. 4.14.048 are hereby  
160 amended to read as follows:

161 A. The manager of the finance and business operations division shall annually  
162 certify to the (~~(county)~~) council that the county's commercial banking institution has:

163 1. Made good-faith efforts to comply with all goals and commitments contained  
164 within the community reinvestment plan. If the (~~(bank)~~) commercial banking institution  
165 and the manager agree that an element cannot reasonably be achieved, the (~~(county)~~)  
166 council shall be notified within seven days of the agreement that the element cannot  
167 reasonably be achieved;

168 2. Maintained its "outstanding" Community Reinvestment Act rating under  
169 K.C.C.4.14.040.C; and

170 3. Complied with all provisions of the (~~(banking)~~) financial services contract.

171 B. The certification, and any notice that an agreement that an element cannot be  
172 reasonably achieved as determined under subsection A.1. of this section, shall be (~~(made~~  
173 ~~to the council in the form of a paper original and an electronic copy)) electronically filed  
174 with the clerk of the council, who shall retain the (~~(paper)~~) original and (~~(forward)~~)  
175 provide an electronic (~~(copies))~~ copy to all councilmembers, the council chief of staff, the  
176 chief policy officer, and the lead staff for the budget and fiscal management committee or  
177 its successor.~~

178 SECTION 6. Ordinance 12076, Section 43, as amended, and K.C.C. 4.14.050 are  
179 hereby amended to read as follows:

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180           The approved specifications shall be forwarded to all commercial banking  
181 institutions capable of serving the county's financial service needs and shall be made  
182 available to any ~~((bank))~~ commercial banking institution or individual interested in  
183 providing the services and that also qualifies as a Washington state public depository  
184 under RCW 36.48.060. A conference shall be arranged before submission of formal  
185 proposals to receive input from the commercial banking institution community on the  
186 approved specifications and answer any questions related to the approved specifications.

187           SECTION 7. Ordinance 17756, Section 7, as amended, and K.C.C. 4.14.070 are  
188 hereby amended to read as follows:

189           Except for ~~((banking))~~ financial services contracts authorized by K.C.C. 4.14.080  
190 or as otherwise provided by this chapter, the manager of the finance and business  
191 operations division may not waive the requirements in this chapter for the county  
192 ~~((banking))~~ financial services contract. In administering the program, the manager shall:

193           A. Have the option to extend the existing ~~((banking))~~ financial services  
194 contract~~((s))~~ by up to one calendar year should no ~~((banks))~~ commercial banking  
195 institutions meet the ~~((county's requirements))~~ specifications through the request for  
196 proposals process. ~~((In this instance, t))~~he manager shall notify the council  
197 ~~((immediately,))~~ seven days after extending the financial services contract. ~~((The director~~  
198 ~~shall identify any recommended changes to these requirements and seek council approval~~  
199 ~~of the changes, which approval shall be made by ordinance.))~~ The ~~((notice))~~ executive  
200 shall ~~((be))~~ electronically file~~((d))~~ the notification as required in this subsection A. of this  
201 section with the clerk of the council, who shall retain the ~~((electronic copy))~~ original and  
202 provide an electronic copy to all councilmembers, the council chief of staff, the chief

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203 policy officer, and the lead staff of the budget and fiscal management committee, or its  
204 successor. Any changes to the financial services specifications and the evaluation criteria  
205 shall follow the process as required by K.C.C. 4.14.040;

206 B. Include a clause in ~~((all banking))~~ the financial services contract~~((s))~~ allowing  
207 the county to terminate the contract with one hundred eighty days' notice should the  
208 ~~((bank))~~ commercial banking institution, at any time during the contract, lose its  
209 "outstanding" Community Reinvestment Act rating under K.C.C. 4.14.040.C;

210 C. Exercise the county's option to terminate under subsection B. of this section if  
211 the ~~((bank))~~ commercial banking institution fails to cure as specified in the contract or  
212 subsection D. of this section, and notify the council within seven days of sending the  
213 notice to the commercial banking institution should ~~((any))~~ the commercial banking  
214 institution under contract with the county lose its "outstanding" Community  
215 Reinvestment Act rating under K.C.C. 4.14.040.C. during the course of the contract. The  
216 executive shall electronically file the notification required in this subsection C. of this  
217 section with the clerk of the council, who shall retain the original and provide an  
218 electronic copy to all councilmembers, the council chief of staff, the chief policy officer,  
219 and the lead staff of the budget and fiscal management committee, or its successor;

220 D. If the ~~((bank))~~ commercial banking institution does not comply with any  
221 provision of the ~~((banking))~~ financial services contract:

222 1. Upon finding a first breach of the ~~((banking))~~ financial services contract,  
223 immediately inform the ~~((bank))~~ commercial banking institution of the breach and offer  
224 the ~~((bank))~~ commercial banking institution ninety days to cure the breach~~((; provided~~  
225 ~~that)).~~ However, if the bank receives a Community ~~((Reinvestment))~~ Reinvestment Act

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226 rating from ~~((a federal regulator agency))~~ the U.S. Office of the Comptroller of the  
227 Currency, the U.S. Board of Governors of the Federal Reserve Bank, and the Federal  
228 Deposit Insurance Corporation that is below "outstanding" for the assessment area that  
229 includes the geographical boundaries of King County, the manager of the finance and  
230 business operations division has the discretion to allow the ~~((bank))~~ commercial banking  
231 institution to cure ~~((this))~~ that problem by requesting that the ~~((bank))~~ commercial  
232 banking institution immediately update its community reinvestment plan to address  
233 specific deficiencies noted in the rating process; reinstated by ~~((a federal regulator~~  
234 ~~agency))~~ the U.S. Office of the Comptroller of the Currency, the U.S. Board of  
235 Governors of the Federal Reserve Bank, and the Federal Deposit Insurance Corporation  
236 within two years from the date of the rating downgrade;

237           2. After ninety days after a first breach, if the ~~((bank))~~ commercial banking  
238 institution has not corrected the breach, issue a one-hundred-eighty-day termination  
239 notice;

240           3. If the ~~((bank))~~ commercial banking institution breaches the contract a second  
241 time during the term, immediately inform the ~~((bank))~~ commercial banking institution of  
242 a second breach and require of the ~~((bank))~~ commercial banking institution a payment to  
243 the county equal to five percent of the previous year's total commercial banking fees  
244 incurred by the county. The ~~((bank))~~ commercial banking institution then has ninety days  
245 to correct the breach. The county may then use the penalty funds to contract with a  
246 nonprofit organization or organizations to provide services increasing access to consumer  
247 credit, subject to appropriation;

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248 4. If, after ninety days of a second breach, the ~~((bank))~~ commercial banking  
249 institution has not corrected the breach, issue a one-hundred-eighty-day termination  
250 notice;

251 5. If ~~((a bank))~~ the commercial banking institution breaches the contract a third  
252 time during the term, immediately inform the ~~((bank))~~ commercial banking institution of  
253 a second breach and require from the ~~((bank))~~ commercial banking institution a payment  
254 equal to ten percent of the previous year's total commercial banking fees incurred by the  
255 county. The county may then use the penalty funds to contract with a nonprofit  
256 organization or organizations increasing access to consumer credit, subject to  
257 appropriation. The ~~((bank))~~ commercial banking institution then has ninety days to  
258 correct the breach;

259 6. If, after ninety days of a third breach, the ~~((bank))~~ commercial banking  
260 institution has not corrected the problem that led to the breach, issue a one-hundred-  
261 eighty-day termination notice; and

262 7. If ~~((a bank))~~ the commercial banking institution breaches the contract for a  
263 fourth time during the term, immediately issue a one-hundred-eighty-day termination  
264 notice. ~~((; and~~

265 ~~8. Issue any notices required under this section))~~ The manager shall notify the  
266 council of any breach of contract and the action taken by the county as required in this  
267 subsection D. of this section within seven days of the breach of contract. The executive  
268 shall ~~((be))~~ electronically file~~((d))~~ the notifications with the clerk of the council, who  
269 shall retain the ~~((electronic copy))~~ original and provide an electronic copy to all

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270 councilmembers, the chief of staff, the chief policy officer, and the lead staff of the  
271 budget and fiscal management committee or its successor; and

272 E. Arrange for the ((~~bank~~)) commercial banking institution to make a  
273 presentation to the county's executive finance committee, at least once a year that  
274 includes an update of the community reinvestment plan and a report on the progress of  
275 fulfilling commitments in the community reinvestment plan.

276 SECTION 8. Ordinance 17756, Section 8, and K.C.C. 4.14.080 are hereby  
277 amended to read as follows:

278 The county may enter into a ((~~banking~~)) financial services contract with another  
279 ((~~bank~~)) commercial banking institution that is not the county's main ((~~banking~~))  
280 financial services ((~~provider~~)) commercial banking institution for the convenience of one  
281 or more local governments for which the county serves as treasurer. In these  
282 circumstances, the ((~~contractual banking~~)) financial services contract shall be paid for by  
283 the local government or governments and the manager of the finance and business  
284 operations division may waive portions of the((~~se~~)) requirements contained within this  
285 chapter to provide a convenience to the ((~~other~~)) local government or governments.

286 SECTION 9. The following are hereby repealed:

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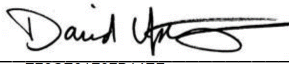
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- 287           A. Ordinance 17756, Section 4, and K.C.C. 4.14.045; and  
288           B. Ordinance 12076, Section 44, and K.C.C. 4.14.060.

Ordinance 19637 was introduced on 6/6/2023 and passed as amended by the Metropolitan King County Council on 6/27/2023, by the following vote:


Yes: 9 - Balducci, Dembowski, Dunn, Kohl-Welles, Perry, McDermott, Upthegrove, von Reichbauer and Zahilay

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

DocuSigned by:  
  
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Dave Upthegrove, Chair

ATTEST:

DocuSigned by:  
  
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Melani Pedroza, Clerk of the Council

APPROVED this \_\_\_\_\_ day of 7/3/2023, \_\_\_\_\_.

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Dow Constantine, County Executive

**Attachments:** None

**Certificate Of Completion**

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Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Gavin Muller
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	401 5TH AVE
	SEATTLE, WA 98104
	gavin.muller@kingcounty.gov
	IP Address: 198.49.222.20

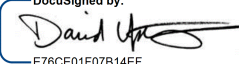
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**Signer Events**

Dave Upthegrove  
dave.upthegrove@kingcounty.gov  
Chair  
Security Level: Email, Account Authentication (None)

**Signature**

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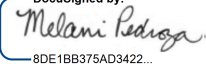
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Melani Pedroza  
melani.pedroza@kingcounty.gov  
Clerk of the Council  
King County Council  
Security Level: Email, Account Authentication (None)

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Dow Constantine  
Dow.Constantine@kingcounty.gov  
King County Executive  
Security Level: Email, Account Authentication (None)

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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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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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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.