



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19548

Proposed No. 2022-0322.1

Sponsors Dembowski

1 AN ORDINANCE authorizing the county executive to
 2 execute an interlocal agreement among King County and
 3 the cities of Seattle and Tukwila and the Port of Seattle for
 4 the purposes of creating a strong partnership for
 5 collaboration to advance environmental initiatives in the
 6 Duwamish river basin.

7 **STATEMENT OF FACTS:**

8 1. King County's six existing basin stewards operate primarily in the
 9 unincorporated portions of the county and are funded mostly by King
 10 County. The cities of Seattle and Tukwila, the Port of Seattle and King
 11 County as parties to the interlocal agreement recognize that their
 12 overlapping interests and responsibilities in the Duwamish river basin can
 13 be better addressed with a dedicated position to help coordinate among the
 14 parties, engage with community organizations, and spearhead efforts to
 15 protect and restore habitat for salmon as well as healthier urban habitat for
 16 the community.

17 2. Several community and partner organizations were instrumental in
 18 advocating for the creation of this position, including the Green River
 19 Coalition, the Duwamish River Cleanup Coalition and the Green-
 20 Duwamish Watershed Ecosystem Forum.

Ordinance 19548

21 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

22 SECTION 1. The county executive is authorized to execute an agreement,

23 substantially in the form of Attachment A to this ordinance, with the cities of Seattle and

Ordinance 19548

- 24 Tukwila and the Port of Seattle to create a strong partnership for collaboration to advance
- 25 environmental initiatives in the Duwamish river basin.

Ordinance 19548 was introduced on 9/6/2022 and passed by the Metropolitan King County Council on 11/22/2022, by the following vote:

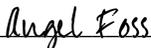
Yes: 8 - Balducci, Dembowski, Dunn, Kohl-Welles, Perry, McDermott, Upthegrove and Zahilay
Excused: 1 - von Reichbauer

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

DocuSigned by:

F8830816F1C4427...
Claudia Balducci, Chair

ATTEST:

DocuSigned by:

C267B914088E4A0...
Melani Pedroza, Clerk of the Council

APPROVED this ____ day of 12/12/2022, _____.

DocuSigned by:

4FBCAB8196AE4C6...
Dow Constantine, County Executive

Attachments: A. Interlocal Agreement For Duwamish Basin Stewardship

INTERLOCAL AGREEMENT

For Duwamish Basin Stewardship

PREAMBLE

THIS AGREEMENT ("Agreement") is entered into pursuant to Chapter 39.34 Revised Code of Washington ("RCW") by King County, the City of Seattle represented by Seattle Public Utilities Department, the City of Tukwila, and the Port of Seattle (individually a "Party" and collectively the "Parties");

WHEREAS, Chapter 39.34 RCW authorizes government entities to contract to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform;

WHEREAS, Puget Sound Chinook salmon and bull trout were listed as threatened under the Endangered Species Act ("ESA") in 1999, the steelhead trout were listed as threatened under ESA in 2007, and the Southern Resident Orca were listed as endangered in 2005;

WHEREAS, the Parties recognize and respect the present-day and historical importance of the watershed and its resources to tribal culture, economy and customs;

WHEREAS, the Parties recognize and value the present-day and historical connection of its cities and unincorporated communities to the rivers, lakes and other natural resources of the watersheds;

WHEREAS, the Parties are committed to ensuring that community interests, particularly those of the underserved communities, within the **Duwamish Service Area** are represented in conservation and habitat restoration actions;

WHEREAS, the Parties recognize the need to support economic vitality and environmental stewardship within and around the Duwamish valley industrial complex;

WHEREAS, the Parties recognize their participation in the Green-Duwamish Watershed Ecosystem Forum ("WRIA 9 Forum") and efforts to implement the Green-Duwamish & Central Puget Sound Salmon Recovery Plan ("WRIA 9 Plan") and the applicable portions near Skyway of the Lake Washington/Cedar/Sammamish Watershed Chinook Salmon Conservation Plan ("WRIA 8 Plan") demonstrates a commitment to work proactively and cooperatively to address the ESA listings;

WHEREAS, the Parties share interests in and responsibility for addressing long-term watershed planning and conservation for the Duwamish Sub-watershed and within the unincorporated King County areas of North Highline and Skyway (jointly, the "**Duwamish Service Area**") for the purposes of implementing the WRIA 9 Plan and the applicable portions near Skyway of WRIA 8 Plan;

WHEREAS, the Parties recognize their participation in the efforts to implement the WRIA 8 and 9 Plans demonstrates a commitment to work proactively and cooperatively to address the ESA listings;

WHEREAS, the Parties recognize achieving salmon recovery and watershed health goals requires a commitment to, and acceleration of, the collaborative implementation of salmon and watershed conservation actions;

WHEREAS, the Parties recognize the value of stewardship or watershed stewards and have a shared goal to bring stewardship capacity to the **Duwamish Service Area** focused on land conservation and habitat restoration, community engagement and partner coordination, as well as improved environmental sustainability of the Duwamish Valley industrial complex along the river's shorelines;

WHEREAS, the Parties have an interest in developing and implementing Chinook salmon habitat restoration projects, conserving open space, and working with community organizations and private businesses to promote creative solutions for stormwater management, floodplain restoration, riparian restoration, climate adaptation, and other similar environmental activities in the **Duwamish Service Area**;

WHEREAS, in addition to the salmon plans, numerous other studies and planning efforts serve to inform stewardship in the **Duwamish Service Area**, including, but not limited to, the Duwamish Blueprint, WRIA 9; Re-Green the Green Revegetation Strategy, WRIA 9; Duwamish Valley Action Plan, City of Seattle; Lower Duwamish Waterway Group efforts; Lower Duwamish River Habitat Restoration Plan, Port of Seattle; Lower Duwamish River NRDA Restoration Plan, NOAA; Our Green/Duwamish Implementation Plan; RainWise and stormwater retrofit efforts, King County and City of Seattle; North Highline (White Center) Subarea Plan, King County Local Services; King County Land Conservation Initiative, Strategic Climate Action Plan, and the Clean Water and Healthy Habitat Strategic Plan;

WHEREAS, the Parties support implementation of the Puget Sound Partnership Action Agenda to restore the health of the Puget Sound as it relates to salmon recovery and watershed health;

WHEREAS, the Port has a Century Agenda goal to create, restore or enhance forty additional acres of habitat in the Green-Duwamish Watershed and Elliott Bay, as per the Motion of the Port of Seattle Commission dated December 4, 2012, and also has a mitigation bank focused on habitat restoration sites within King County; and

WHEREAS, the Parties agree that a dedicated position for a Duwamish Basin Steward will support collaboration and advance restoration efforts with communities in the **Duwamish Service Area**.

NOW, THEREFORE, in exchange for the consideration described in this Agreement, the Parties hereto do mutually covenant and agree as follows:

MUTUAL CONVENANTS AND AGREEMENTS

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:
 - 1.1 **DUWAMISH BASIN MANAGEMENT TEAM ("DBMT"):** The **DBMT**, created herein, is the guiding body responsible for directing, coordinating, and adapting stewardship actions in the **Duwamish Service Area** and is comprised of designated representatives of eligible governments who have authorized the execution of and become Parties to this Agreement.
 - 1.2 **DUWAMISH SERVICE AREA:** The **Duwamish Service Area** is depicted in **Exhibit C**, attached herein and incorporated by reference. The **Duwamish Service Area** comprises of the Duwamish Sub-watershed, as defined in the WRIA 9 Plan, as well as the two unincorporated urban areas that overlap in part with the Duwamish Sub-watershed. To the west, the **Duwamish Service Area** includes the North Highline unincorporated area located between Seattle and Burien, including Glendale. To the east, the **Duwamish Service Area** includes the Skyway unincorporated area bounded by Seattle, Tukwila, and Renton, and extending to Lake Washington to include Bryn Mawr.

2. **PURPOSES.** The purposes of this Agreement include the following:
 - 2.1 This Agreement between King County and the other Parties to this Agreement states the terms under which King County, through its Water and Land Resources Division, will provide Basin Stewardship services in the **Duwamish Service Area**. The services to be provided are described in **Exhibit A**, attached to this Agreement and incorporated herein and made a part hereof.
 - 2.2 To provide a mechanism for securing technical assistance and funding from federal and state agencies and other sources.

It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any jurisdiction, governmental entity or natural resource policy body.

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective once it has been authorized by the governing bodies of all Parties and each Party has executed this Agreement. Once effective, this Agreement shall remain in effect until December 31, 2026; provided, however, that this Agreement may be extended as the **DBMT** representatives of all Parties may agree to in writing, with such extension being effective

upon its execution by each of the Parties. Such extension shall bind only those Parties executing the extension.

4. **DUWAMISH STEWARDSHIP MANAGEMENT**

The Parties to this Agreement hereby establish a **DBMT** to manage the Duwamish Basin Stewardship program (“Duwamish Program”) for carrying out the purposes of this Agreement.

- 4.1 Each Party to this Agreement shall appoint one (1) representative to serve on the **DBMT**. **DBMT** representatives should be authorized to make prudent stewardship and programmatic decisions on behalf of the Parties.
- 4.2 The **DBMT** will meet at least four times per calendar year, and more frequently if the **DBMT** determines it necessary, to review Duwamish Program workplan progress, as well as partnerships that would benefit the Program, including potential funding. Each year, prior to October 1, the **DBMT** shall develop a draft work program and budget for consideration by the **DBMT** for the following calendar year.
- 4.3 King County will perform day-to-day project management and direction and communicate with other **DBMT** participants as needed to conduct Duwamish Program activities.
- 4.4 King County will schedule, facilitate, and provide summaries of all **DBMT** meetings to each Party during implementation of the Duwamish Program.
- 4.5 The **DBMT** will strive to make decisions unanimously, considering input from subject matter experts when mutually agreed upon. Each participant agrees to use its best efforts and exercise good faith in consensus decision-making. If unanimity cannot be reached, decisions will be made by majority constituted by no less than seventy-five (75) percent of the voting participants in the **DBMT**. Each Party to this Agreement shall have one vote in those circumstances.
- 4.6 If any dispute arises between the Parties related to program decisions, the Parties agree to seek to resolve the dispute informally through a meeting between a designee of the respective Parties before taking any action including, but not limited to, termination of this Agreement.
- 4.7 King County, on behalf of the **DBMT**, may contract with consultants, community partner organizations, or any other entities for any lawful purpose related hereto.
- 4.8 The **DBMT** shall adopt rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.

5. **OBLIGATIONS OF PARTIES; BUDGET; RULES.**

- 5.1 Each Party shall be responsible for meeting only its individual obligations hereunder and as established in the annual budget adopted by the **DBMT** under this Agreement, including all such obligations related to the **DBMT** funding, technical support, and participation in related planning, and activities as set forth herein. It is anticipated that separate actions by the legislative bodies of the Parties will be necessary from time to time in order to carry out these obligations.
- 5.2 The **DBMT** shall, by October 1 of each year, establish an annual budget that provides for the level of funding and total resource obligations of the Parties for the following calendar year. Such obligations are to be allocated on a proportional basis in accordance with the initial allocation formula for 2022 set forth in **Exhibit B**. The **Exhibit B** data shall be updated by King County every year, with automatic adjustments for inflation, based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). If an additional government becomes party to this Agreement, the additional government's initial cost share shall be determined jointly by the Parties and will be included in **Exhibit B**. Parties to this Agreement may elect to secure grant funding to meet their individual obligations.
- 5.3 By November 1 of each year, the Parties shall provide a status update on their continued participation in this Agreement for the following year.
- 5.4 The **DBMT** will work collaboratively to identify and secure additional, regular funding for the Duwamish Basin Steward position, as described in Section 5.4.2 below, and the Duwamish Program, and set priorities for which entity(ies) pursue which grants for what purpose. The allocation of these funds to support the position and/or the work program shall be determined by the **DBMT**, subject to any conditions attached to such funding. Parties to this Agreement may also elect to secure grant funding to meet their individual obligations.
- 5.5 King County shall:
- 5.5.1 provide services as described in **Exhibit A**;
 - 5.5.2 Hire and maintain a full-time Duwamish Basin Steward to lead delivery of services described in **Exhibit A** and assist the **DBMT**;
 - 5.5.3 work with representatives of the other Parties to coordinate provision of services, as described in **Exhibit A**;
 - 5.5.4 designate one representative to serve on the **DBMT** and participate in **DBMT** meetings to carry out **DBMT** responsibilities in Section 4;
 - 5.5.5 maintain the budget established by the **DBMT** consistent with RCW 39.34; and

- 5.5.6 pay a portion of the costs associated with its delivery of services on a proportional basis, as described in **Exhibit B**.
 - 5.6 Each other Party to this Agreement shall:
 - 5.6.1 work with King County staff to coordinate provision of services, as described in **Exhibit A** and as otherwise needed;
 - 5.6.2 designate one representative to serve on the **DBMT** and participate in **DBMT** meetings to carry out **DBMT** responsibilities in Section 4; and
 - 5.6.3 pay for services as described below and in **Exhibit B**.
 - 5.7 The **DBMT** shall oversee the expenditure of budgeted funds and allocate the utilization of resources contributed by each Party or obtained from other sources in accordance with the approved annual work program.
 - 5.8 Funds collected from the Parties or other sources on behalf of the **DBMT** shall be maintained in a special fund by King County as *ex officio* treasurer on behalf of the **DBMT**, pursuant to rules and procedures established and agreed to by the **DBMT** and King County. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation
 - 5.9 Costs and Billing
 - 5.9.1 Parties agree to pay the costs as set out in **Exhibit B** within sixty (60) days of receipt of invoice.
 - 5.9.2 King County will bill the Parties for their shares of service costs for the current calendar year on an annual basis by no later than September 1st.
 - 5.10 Parties may inspect and shall provide access to all relevant records that are maintained by the Parties and/or **DBMT** in connection with this Agreement.
6. **LATECOMERS**. Governments located in King County, lying wholly or partially within the Duwamish Service Area, which have not become a Party to this Agreement within twelve (12) months of the effective date of this Agreement may become a Party by obtaining written consent of all participants of the **DBMT**. The participants of the **DBMT** and any governments seeking to become a Party shall jointly determine the terms and conditions under which the government may become a Party, which shall include payment by such government to King County, of the amount of moneys constituting the government's fair and proportionate share of all prospective costs as determined by the Parties and set out in **Exhibit B**. Any government that becomes a Party pursuant to this section shall thereby assume the same general rights and responsibilities as all other Parties to this Agreement, including participation in the **DBMT** as described in Section 5.

7. **Notice**

Any notice required to be given under this Agreement will be directed to the Party at the address below. Notice will be considered effective upon receipt or twenty-four hours after mailing, whichever is earlier.

King County:

Department of Natural Resources and Parks
Water and Land Resources Division
201 S. Jackson St., Suite 600
Seattle, WA 98104

Attn: _____

Email:

The City of Seattle:

Attn: _____

Email:

City of Tukwila:

Port of Seattle:

Attn: _____

Email:

Attn: Kathleen Hurley

Email: Hurley.K@portseattle.org

8. **TERMINATION.** Termination can only occur on an annual basis, beginning on January 1 of each calendar year, and then only if the terminating Party, through action of its governing body, provides written notice of its intent to terminate at least forty-five (45) days prior to January 1. The terminating Party shall remain fully responsible for meeting all of its obligations, under this Agreement, through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating Party up to the effective date of such termination. The Parties choosing not to exercise the right of termination shall each remain obligated to meet their respective share of the obligations of the **DBMT** as reflected in **Exhibit B**.

This Agreement may be terminated in its entirety at any time by the written agreement of all Parties.

9. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by state and federal law, and for the limited purposes set forth in this Agreement, each Party shall protect, defend, hold harmless and indemnify the other Parties, their officers, elected officials, agents and employees, while acting within the scope of their employment as

such, 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 negligent acts or omissions related to such Party's participation and obligations under this Agreement. Each Party to this Agreement agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose only, 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 any 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 8.

10. **NO ASSUMPTION OF LIABILITY.** In no event do the Parties to this Agreement intend to assume any responsibility, risk, or liability of any other Party to this Agreement or otherwise with regard to any Party's duties, responsibilities, or liabilities under the ESA, or any other act, statute, regulation, or ordinance of any local municipality or government, the State of Washington, or the United States.
11. **VOLUNTARY AGREEMENT.** This Agreement is voluntary and is acknowledged and agreed that no Party is committing to adopt or implement any actions or recommendations that may be contained in the WRIA 8 and 9 Plans or other plans that inform stewardship in the **Duwamish Service Area**.
12. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the Parties from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation, or other obligation of any kind on any Party to this Agreement which is not a party to such decision or agreement.
13. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the WRIA 8 Salmon Recovery Council or WRIA 9 Watershed Ecosystem Forum, National Oceanic and Atmospheric Administration - Fisheries, United States Fish and Wildlife

Service, any agency or department of the United States, or, the State of Washington, or to form the basis for any liability on the part of the **DBMT** or any of the Parties, or their officers, elected officials, agents and employees, to any third party.

- 14. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous, written consent of the Parties to this Agreement, and requires authorization and approval by each Party’s governing body.
- 15. **COUNTERPARTS.** This Agreement may be executed in counterparts.
- 16. **APPROVAL BY PARTIES' GOVERNING BODIES.** This Agreement has been authorized and approved for execution by each Party's governing body.
- 17. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement among the Parties, and supersedes all prior negotiations, representations, and agreements, oral or otherwise, regarding the specific terms of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below:

THE CITY OF SEATTLE:

PORT OF SEATTLE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

KING COUNTY

CITY OF TUKWILA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL**Exhibit A: 2022 Duwamish River Basin Steward Work Plan**

Program Element	Actions/ Deliverables	Est. percentage of work plan
<p>Partner Coordination Coordinate with diverse partners to achieve commons goals within the basin.</p>	<ul style="list-style-type: none"> • Attend regular WRIA 9 Implementation Technical Committee (ITC) and Watershed Ecosystem Forum meetings • Coordinate with salmon recovery partners, including WRIA 9, King County, City of Seattle, Port of Seattle, and City of Tukwila on activities within the basin • Build relationships with Duwamish Basin partners working on habitat restoration and recovery (e.g., Duwamish Alive Coalition, Duwamish River Community Coalition, Duwamish Tribe, Puget Soundkeeper) • Track and stay connected to Duwamish-specific programs, plans, and initiatives, attending meetings and relaying information to partners (e.g., Seattle Duwamish Valley Program, Duwamish Resilience District, clean-up efforts). • Participate in quarterly Green-Duwamish Revegetation meetings 	40%
<p>Habitat Protection & Enhancement Identify, prioritize, fundraise, and support implementation of priority acquisition and habitat projects, including for water quality, within the basin.</p>	<ul style="list-style-type: none"> • Identify and support implementation of habitat restoration and green infrastructure opportunities, including urban tree canopy enhancement, in partnership with salmon recovery and community partners • Identify acquisition opportunities to expand natural open space and protect habitat in partnership with local jurisdiction and community • Write and track grants for acquisition, revegetation, and habitat restoration • Track restoration projects and applicable monitoring efforts occurring throughout the basin • Coordinate implementation of capital projects and smaller habitat enhancement projects 	40%
<p>Community Outreach & Engagement Engage with residents, businesses, and local community groups to achieve conservation and restoration goals and ensure local voices are represented in decision making.</p>	<ul style="list-style-type: none"> • Build relationships with businesses and residents to promote creative solutions for stormwater management, aquatic habitat restoration, and riparian revegetation • Build relationships with community groups in the Duwamish basin and within North Highline and Skyway neighborhoods • Work collaboratively with the local communities to ensure their voices help inform conservation and restoration actions 	20%

- FINAL -**EXHIBIT B: 2022 Duwamish Steward Inter-local Agreement (ILA) Cost-share**

Pursuant to section 5.3 of the ILA, the Duwamish Management Team shall, by October 1 of each year, establish an annual budget that provides for the level of funding and total resource obligations of the Parties for the following calendar year. Such obligations are to be allocated on a proportional basis in accordance with the initial allocation formula for 2022 set forth in this Exhibit B. The base contribution of each party shall be updated every year, with automatic adjustments for inflation, based on the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). When an additional government becomes party to this Agreement, the government's initial cost share shall be determined jointly by the Parties and will be included in Exhibit B.

In the event that external revenues are available to support the base budget, such revenues will offset party cost-shares according to the base shares shown in Exhibit B, unless otherwise agreed upon by the parties.

For 2022, WRIA 9 has agreed to make a one-time contribution of \$25,000 to support the program. By mutual agreement of the parties, the WRIA 9 contribution will be divided equally among King County and Seattle only.

2022 Base Cost-share		
ILA Party	Cost-share	Base share
King Co.	\$79,000	38%
Seattle	\$79,000	38%
Tukwila	\$26,000	12%
Port of Seattle	\$26,000	12%
Total	\$210,000	100%

2022 Adjusted Cost-share		
External revenue	Cost-share	Adjusted share
WRIA 9	\$25,000	12%
King Co.	\$66,500	32%
Seattle	\$66,500	32%
Tukwila	\$26,000	12%
Port of Seattle	\$26,000	12%
Total	\$210,000	100%

Exhibit C: Duwamish Service Area



Certificate Of Completion

Envelope Id: B2D69389E64948A28EBA49A06CB9EA25	Status: Completed
Subject: Complete with DocuSign: Ordinance 19548.docx, Ordinance 19548 Attachment A.pdf	
Source Envelope:	
Document Pages: 3	Signatures: 3
Supplemental Document Pages: 12	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	Cherie Camp
Envelopeld Stamping: Enabled	401 5TH AVE
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	SEATTLE, WA 98104
	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20

Record Tracking

Status: Original	Holder: Cherie Camp	Location: DocuSign
11/28/2022 5:10:16 PM	Cherie.Camp@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County-Council	Location: DocuSign

Signer Events

Claudia Balducci
 claudia.balducci@kingcounty.gov
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 F8830816F1C4427...
 Signature Adoption: Pre-selected Style
 Using IP Address: 73.181.163.252

Timestamp

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 Signed: 12/1/2022 4:45:30 PM

Electronic Record and Signature Disclosure:

Accepted: 12/1/2022 4:45:24 PM
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Angel Foss
 Angel.Foss@kingcounty.gov
 Deputy Clerk of the Council
 King County Council
 Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:

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

Ordinance 19548 Attachment A.pdf

Viewed: 12/2/2022 9:49:59 AM
 Read: Not Required
 Accepted: Not Required

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

DocuSigned by:

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Electronic Record and Signature Disclosure:

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Kaitlyn Wiggins kwiggins@kingcounty.gov Executive Legislative Coordinator King County Executive Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 12/2/2022 9:50:09 AM Viewed: 12/2/2022 9:58:55 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	11/28/2022 5:11:25 PM
Certified Delivered	Security Checked	12/12/2022 3:17:47 PM
Signing Complete	Security Checked	12/12/2022 3:17:56 PM
Completed	Security Checked	12/12/2022 3:17:56 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

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..

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.