



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19549

Proposed No. 2022-0350.2

Sponsors Dunn

1 AN ORDINANCE authorizing the King County executive
 2 to execute an interlocal agreement between King County, a
 3 political subdivision of the state of Washington, and Pierce
 4 County, a political subdivision of the state of Washington,
 5 regarding a financial contribution from Pierce County.

6 STATEMENT OF FACTS:

7 1. King County is working cooperatively with Pierce County, the city of
 8 Buckley and the city of Enumclaw to construct a new recreational
 9 nonmotorized bridge over the White river, which separates the completed
 10 portion of the Foothills Trail.

11 2. King County owns certain real property which contains a portion of
 12 King County's Foothills Trail to the north of and adjacent to the White
 13 river, and the city of Buckley owns certain real property which contains a
 14 portion of Pierce County's Foothills Trail located south of and adjacent to
 15 the White river.

16 3. The completed portion of King County's and Pierce County's Foothills
 17 Trail remain separated by the White river. The lack of a safe recreational
 18 nonmotorized trail river crossing between the surrounding communities
 19 presents certain health and safety risks and limits the ability of the
 20 communities to interact using nonmotorized transportation methods.

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21 There is also a need for alternative emergency vehicle ingress and egress
22 from the city of Buckley to Enumclaw in the event of a SR-410 bridge
23 closure.

24 4. In 2015, King County, the city of Buckley, Pierce County and the
25 Washington state Department of Transportation, entered into the interlocal
26 agreement for cooperative planning design and construction of the
27 Foothills nonmotorized bridge across the White river.

28 5. King County will lead efforts to connect the southern terminus of the
29 trail in King County to the northern terminus of the trail in Pierce County
30 through construction of the nonmotorized bridge across the White river.

31 The construction project will primarily consist of the nonmotorized bridge,
32 a maintenance turn-around area, and mitigation plantings.

33 6. Through the attached interlocal agreement, Attachment A to this
34 ordinance, Pierce County agrees to contribute two hundred and sixty-six
35 thousand dollars for construction of the bridge. Other project contributing
36 partners are the Washington Recreation and Conservation Office and the
37 city of Buckley. King County is also using county levy moneys for the
38 project.

39 7. King County and Pierce County have negotiated their respective rights,
40 roles and responsibilities and set them forth in the interlocal agreement
41 between King County and Pierce County, Attachment A to this ordinance.

42 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

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43 **SECTION 1.** The King County executive is hereby authorized to execute an
44 interlocal agreement between King County and Pierce County, substantially in the form
45 of Attachment A to this ordinance, for the financial contribution, construction and design
46 of the portion of the Foothills Trail nonmotorized bridge that is within Pierce County.

Ordinance 19549 was introduced on 9/27/2022 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:

F8830810F1C4427...
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 Between King County and Pierce County for Partial Funding of Construction of a Foothills Trail Non-Motorized Bridge Across the White River

Ordinance 19549**Attachment A****INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND PIERCE COUNTY
FOR PARTIAL FUNDING OF CONSTRUCTION OF A FOOTHILLS TRAIL NON-
MOTORIZED BRIDGE ACROSS THE WHITE RIVER**

This INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by and between King County, a home rule charter county and political subdivision of the state of Washington, and Pierce County, a political subdivision of the state of Washington, collectively referred to as the ("Parties").

BACKGROUND

- A. The Foothills Trail is part of both King County's and Pierce County's Regional Trail Systems, with 21 miles of continuous trail in Pierce County and 2.5 miles of continuous trail in King County separated by the White River.
- B. King County owns certain real property which contains a portion of King County's Foothills Trail to the north of and adjacent to the White River, and the City of Buckley owns certain real property which contains a portion of Pierce County's Foothills Trail located south of and adjacent to the White River.
- C. The Foothills Trail in King County and Pierce County remain separated by the White River, creating a critical gap in the Regional Trail System. The lack of a safe pedestrian and cycling corridor between the surrounding communities' presents certain health and safety risks and limits the ability of the communities to interact using non-motorized transportation methods. In order to expand the Regional Trail System and address these issues, the Parties, and the cities of Enumclaw and Buckley have determined that there is a need for construction, operation, and maintenance of a safe, non-motorized crossing of the White River and its adjacent portions of the recreational Foothills Trail (the "Project") as shown in attached Exhibit A.
- D. In 2013, King County, Pierce County, Enumclaw, and Buckley adopted an Interlocal Agreement for Cooperative Planning, Design and Construction of a Foothills Trail Bridge across the White River.
- E. Pierce County and King County have included this connection in respective regional trail plans and recognize the benefit this connection would have for its citizens.
- F. King County, Enumclaw, Pierce County and Buckley conducted a feasibility study (White River Pedestrian Trail Feasibility Study Report – May 2008) which evaluated and selected a proposed alignment for a non-motorized bridge crossing of the White River.
- G. Since 2018, Pierce County's Capital Facility Plan has authorized a \$266,000 contribution for construction of the Project.
- H. King County has secured a grant from the Washington Recreation and Conservation Office in the amount of \$2,800,000 and is also using County levy monies in the amount

of \$17,251,645, pursuant to King County Ordinance 17941, for most costs associated with the design and construction of the Project. King County has also secured - contributions from the City of Buckley in the amount of \$80,000 and Foothills Rails-to-Trails Coalition in the amount of \$50,000.

- I. King County intends to begin construction of the Project's non-motorized bridge crossing over the White River in 2022.
- J. Due to Covid 19 and supply chain issues, the bidding environment is currently challenging and true project costs will not be known until later this summer when bids are opened.
- K. After construction, King County will retain ownership of the Project improvements located on the King County and City of Buckley Property in Pierce County. King County will own, operate and maintain these improvements for use by the general public as a Regional Trail, for the benefit of both King County and Pierce County residents. Through this Agreement and partnership, King County will be able to make stated improvements to the Foothills Trail, an invaluable asset to south King County, the City of Buckley, and Pierce County.
- L. Pierce County, pursuant to the terms and conditions set forth below in this Agreement, agrees to contribute \$266,000 in funding to be spent for the construction of the Project.
- M. This Agreement is entered into pursuant to RCW 39.34 (Interlocal Cooperation Act). The Parties represent that under state law, including but not limited to RCW 35.75, RCW 36.34.340, RCW 36.75.060, RCW 36.89.030, RCW 47.01.260 and RCW 67.20.010, they each have authority to perform the services, activities, and undertakings contemplated herein.

NOW THEREFORE, it is mutually agreed as follows:

1. PURPOSE

The purpose of this Agreement is to set forth the rights, responsibilities, and obligations of the Parties related to the design and construction of a pedestrian/non-motorized bridge across the White River to connect King County's Foothills Trail to Pierce County's Foothills Trail.

2. PIERCE COUNTY RESPONSIBILITIES

2.1 Financial Contribution. The Parties, including other contributors not named as parties to this Agreement, anticipate that they will each contribute funds towards the construction of the multimillion-dollar Project. Pierce County hereby agrees to contribute \$266,000 ("Contribution") to the Project. Pierce County shall distribute its Contribution funds to King County, in its capacity as lead agency, by transferring funds within 30 days of execution of this Agreement. King County's budget and accounting documentation will be consistent with generally accepted accounting principles.

2.2 Coordination of Activity. Pierce County shall provide King County with known information and any reasonable coordination necessary to design and construct the Project in a timely manner

3. KING COUNTY RESPONSIBILITIES

3.1 Lead Agency. King County shall act as the lead agency for the Project. In its capacity as lead agency, King County agrees to complete the design, permitting, and construction of the Project. Except as otherwise provided herein, King County shall be solely responsible for oversight of the Project, including but not limited to, consultant and contractor selection and procurement, and contract and project management.

3.2 Accounting Documentation. King County will provide budget and accounting documentation to Pierce County every six (6) months. King County's budget and accounting documentation will be consistent with generally accepted accounting principles as well as any additional guidance provided by the Parties.

3.3 Project Updates. King County will provide schedule and project updates to Pierce County every six (6) months.

4. TERM

The term of this Agreement shall be 3 years, commencing upon execution of this Agreement.

5. TERMINATION

5.1 Termination for Non-Council Approval. Either Party may terminate this Agreement in the event either Party fails to obtain authorization from its county council.

5.2 Termination for Convenience. Either Party to this Agreement may terminate the Agreement, in whole or in part, for convenience and without cause. Written notice of a Party's intention to terminate this Agreement pursuant to this Subsection 5.2 shall be provided to the other Party not less than thirty (30) days prior to the effective date of termination. In the event that King County terminates this Agreement pursuant to this Subsection 5.2, it shall reimburse Pierce County equal to the unspent balance.

6. DISPUTE RESOLUTION

6.1 The Parties agree to make good faith efforts to prevent and resolve potential sources of conflict at the lowest level.

6.2 The Parties agree to make good faith efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations by engaging in the following dispute escalation process should any such disputes arise:

- a) Level One -King County's Designated Representative and Pierce County's Designated Representative shall meet to discuss and attempt to resolve the dispute in a timely

manner. If they cannot resolve the dispute within fourteen (14) calendar days after referral of that dispute to Level One, either party may refer the dispute to Level Two.

- b) Level Two -King County's Director of Parks and Recreation, or designee and Pierce County's Director of Parks and Recreation, or designee shall meet to discuss and attempt to resolve the dispute, in a timely manner.

6.3 Except as otherwise specified in this Agreement, in the event the dispute is not resolved at Level Two within fourteen (14) calendar days after referral of that dispute to Level Two, the Parties are free to file suit, seek any available legal remedy, or agree to alternative dispute resolution methods such as mediation or arbitration. At all times prior to resolution of the dispute, the Parties shall continue to perform any undisputed obligations and make any undisputed required payments under this Agreement in the same manner and under the same terms as existed prior to the dispute. Notwithstanding anything in this Agreement to the contrary, neither Party has an obligation to agree to refer the dispute to mediation nor other form of dispute resolution following completion of Level Two of the process described herein. Such agreement may be withheld for any reason or no reason.

7. NOTICES

Any notice required to be given by either Party to the other pursuant to the provisions of this Agreement or any law, present or future, shall be in writing and shall be deemed to have been duly given or sent when delivered personally and via electronic mail to the following:

KING COUNTY	PIERCE COUNTY
Parks and Recreation Division	Parks and Recreation Department
Parks and Recreation Division Director Attn: Warren Jimenez 201 S. Jackson Street Suite 500 Seattle, WA 98104-3855 wjimenez@kingcounty.gov	Parks and Recreation Department Director Attn: Roxanne Miles 9850-64 th St W University Place, WA 98467 roxanne.miles@piercecountywa.gov

All notices issued under this Agreement shall be deemed received on the third business day after being sent via electronic mail and mail, or if personally delivered, at the time they are actually hand delivered to the addressee. Each Party may change its notice address set forth in this section by giving notice of a new address to the other Party in accordance with this section.

8. GENERAL LEGAL PROVISIONS

8.1 Parties. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of either Party or any of either Party's Contractors or subcontractors shall be deemed, or represent themselves to be, employees of the other Party.

8.2 Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. The Superior Court of

King County in Seattle, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

8.3 Headings. Section titles or other headings contained in this Agreement are for convenience only and shall not be part of this Agreement, nor be considered in its interpretation.

8.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall constitute one and the same instrument.

8.5 No third-Party Beneficiaries. This Agreement is entered into solely for the mutual benefit of the Parties. This Agreement is not entered into with the intent that it shall benefit any other person and no other such person shall be entitled to be treated as a third-party beneficiary of this Agreement.

8.6 No Waiver. Neither payment nor performance by a Party shall be construed as a waiver of the other Party's rights or remedies against the Party. Failure to require full and timely performance of any provision at any time shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter.

8.7 Entire Agreement. This Agreement shall constitute all terms, conditions, and provisions agreed upon by the Parties hereto. No modification or amendment of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both Parties.

8.8 Interpretation. This Agreement is and shall be deemed jointly drafted and written by each of the Parties to it, and it shall not be construed or interpreted against any of the Parties originating or preparing it.

8.9 Severability. If any provisions of this Agreement are held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated.

8.10 Hold Harmless and Indemnification. Each Party shall protect defend, indemnify, and save harmless the other Party, its officers, officials, employees and agents which acting within the scope of their employment as such, from any and all suits, costs, claims, actions, losses, penalties, judgments, and/or damages of whatsoever kind ("Claims") arising out of, or in exercise of any right or obligation under this Agreement, to the extent caused by or resulting from each Party's own negligent acts or omissions. Each Party agrees that its obligations under this Paragraph extend to any Claim brought by or on behalf of the other Party or any of its employees or agents. The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with full and complete indemnity of Claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them. The provisions of this subsection shall survive and continue to be applicable to any Party exercising the right of termination pursuant to this Agreement.

The Parties have executed this Agreement, effective on the latest date shown below. The signatories below represent and warrant that they possess the authority to execute this Agreement, including approval from their respective councils, and bind their respective entities.

PIERCE COUNTY

Bruce F. Dammeier ITS, Pierce County Executive
Date signed: _____

KING COUNTY

Christie True, Director King County Dept. of Natural Resources and Parks
Date signed: _____

PIERCE COUNTY'S SIGNATURE PAGE

PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington:

Pierce County Executive

Date

STATE OF WASHINGTON)

) ss.

COUNTY OF PIERCE)

On this ____ day of _____, 2022, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared BRUCE F. DAMMEIER , known to me to be the executive of PIERCE COUNTY, a municipal corporation and political subdivision of the state of Washington, who executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY SIGNATURE

PRINTED NAME _____

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,

RESIDING AT _____

MY COMMISSION EXPIRES _____

Certificate Of Completion

Envelope Id: EF14D4A2DB1D49DAA699F0E450009E06	Status: Completed
Subject: Complete with DocuSign: Ordinance 19549.docx, Ordinance 19549 Attachment A.docx	
Source Envelope:	
Document Pages: 3	Signatures: 3
Supplemental Document Pages: 8	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 5:11:35 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

Sent: 11/28/2022 5:12:45 PM
 Resent: 12/1/2022 2:59:38 PM
 Viewed: 12/1/2022 4:45:48 PM
 Signed: 12/1/2022 4:45:56 PM

Electronic Record and Signature Disclosure:

Accepted: 12/1/2022 4:45:48 PM
 ID: da2f94cc-412b-40b0-9cf9-b339f57e3af8

Angel Foss
 Angel.Foss@kingcounty.gov
 Deputy Clerk of the Council
 King County Council
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 C267B914088E4A0...
 Signature Adoption: Pre-selected Style
 Using IP Address: 198.49.222.20

Sent: 12/1/2022 4:45:58 PM
 Viewed: 12/2/2022 9:49:13 AM
 Signed: 12/2/2022 9:49:25 AM

Electronic Record and Signature Disclosure:

Accepted: 9/30/2022 11:28:30 AM
 ID: 020c9a0a-c529-4443-8490-bad8ecc7fb95
 Supplemental Documents:

Ordinance 19549 Attachment A.docx

Viewed: 12/2/2022 9:49:20 AM
 Read: Not Required
 Accepted: Not Required

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

DocuSigned by:

 4FBCAB8196AE4C6...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 174.61.167.141

Sent: 12/2/2022 9:49:26 AM
 Viewed: 12/12/2022 3:18:12 PM
 Signed: 12/12/2022 3:18:21 PM

Electronic Record and Signature Disclosure:

Accepted: 12/12/2022 3:18:12 PM
 ID: 3ae37f3d-b1f9-4d77-aeff-f340825391bc

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 9:49:27 AM Viewed: 12/2/2022 9:58:53 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 5:12:45 PM
Certified Delivered	Security Checked	12/12/2022 3:18:12 PM
Signing Complete	Security Checked	12/12/2022 3:18:21 PM
Completed	Security Checked	12/12/2022 3:18:21 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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.