



# KING COUNTY

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

## Signature Report

### Ordinance 19575

**Proposed No.** 2023-0024.1

**Sponsors** Kohl-Welles

1 AN ORDINANCE authorizing the executive to execute an  
2 amendment to the agreement approved under Ordinance  
3 19361 with the Washington state Department of Ecology  
4 for loan financing for a wastewater capital project.

5 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

6 **SECTION 1. Findings:**

7 A. Ordinance 19361 authorized the executive to enter into an agreement with the  
8 Washington state Department of Ecology for loan financing for the construction phase of  
9 the Ship Canal water quality project. The maximum loan amount for the Ship Canal  
10 water quality project under the original agreement is \$66,000,000 plus interest.

11 B. Amendment No. 2 (sic) to the original agreement would increase the loan  
12 amount by \$26,015,629.

13 C. Approval of Amendment No. 2 (sic) will make the maximum loan amount for  
14 the Ship Canal water quality project \$92,015,629 plus interest, as provided by the  
15 Washington state Department of Ecology's loan amortization schedules. The interest rate  
16 for the new state revolving fund loan of \$26,015,629 is 1.4 percent with a term of thirty  
17 years. For this new loan, King County will save \$12,636,112 in interest payments over  
18 thirty years, which is \$9,219,032, net present value, as compared to conventional bond  
19 financing.

Ordinance 19575

---

20            **SECTION 2.** The King County executive is hereby authorized to execute  
21 Amendment No. 2 (sic) to the original agreement with the Washington state Department  
22 of Ecology for the construction phase of the Ship Canal water quality project,  
23 substantially in the form of Attachment A to this ordinance.

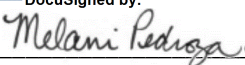
Ordinance 19575 was introduced on 1/24/2023 and passed by the Metropolitan King County Council on 2/21/2023, by the following vote:

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


KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

DocuSigned by:  
  
E76CE01F07B14EF...  
Dave Upthegrove, Chair

ATTEST:

DocuSigned by:  
  
8DE1BB375AD3422...  
Melani Pedroza, Clerk of the Council

APPROVED this \_\_\_\_\_ day of 2/28/2023, \_\_\_\_\_.

DocuSigned by:  
  
4FBCAB8196AE4C6...  
Dow Constantine, County Executive

**Attachments:** A. Amendment No. 2 to Agreement No. WQC-2021-KCoNRP-00074 Between The State of Washington Department of Ecology and King County-Natural Resources and Parks



**AMENDMENT NO. 2  
TO AGREEMENT NO. WQC-2021-KC<sub>o</sub>NRP-00074  
BETWEEN  
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
AND  
King County-Natural Resources and Parks**

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and King County-Natural Resources and Parks (RECIPIENT) for the Ship Canal Water Quality Project, Construction (PROJECT).

This amendment is needed to include additional funds provided for this project in the FY2023 Water Quality Combined Funding Cycle Final Offer List.

- 1) The Scope of Work remains the same. Task 2, Construction budget will increase by \$26,015,629, from \$65,990,000, to \$92,015,629.
- 2) The Initiation of Operation and Completion Date of January 1, 2025, remain the same. Based on this date, Loan (EL230082) repayment is scheduled to begin no later than January 1, 2026.
- 3) The total funding amount is increased by \$26,015,629, from \$66,000,000, to \$92,015,629.
- 4) Loan EL230082 is added in the amount of \$26,015,629, at an interest rate of 1.4 percent for a term of 30 years.
- 5) Loan EL21335 and its Estimated Loan Repayment Schedule 0338 remains the same.
- 6) Estimated Loan Repayment Schedule 0572, created on October 17, 2022, is added for Loan EL230082.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Eligible Cost:

Original: 66,000,000.00 Amended: 92,015,629.00

**CHANGES TO THE BUDGET**

**Funding Distribution EL230082**

Funding Title: SRF Loan (FY23-State)

Funding Type: Loan

Funding Effective Date: 01/01/2020

Funding Expiration Date: 01/01/2025

Funding Source:

State of Washington Department of Ecology  
 King County-Natural Resources and Parks  
 Ship Canal Water Quality Project, Construction Project  
 Agreement No. WQC-2021-KCoNRP-00074

Title: CWSRF-SFY23 (State) (WQC-2021)

Fund: FD0727

Type: State

Funding Source %: 100%

Description: The Clean Water Act (CWA) (33 U.S.C 1251-1387) established the State Revolving Fund (SRF) low interest loans program (40. C.F.R. Part 31, 35 Sub Part (K)). Washington State administers the program under Chapter 173-98 WAC. The portion of this project funded with this funding distribution comes from non-federal source and are not subject to Federal Funding Accountability and Transparency Act (FFATA) and Single Audit Act (SAA). However, this project is subject to the federal requirements outlined in Section 4 and 5 of agreement terms and conditions.

Approved Indirect Costs Rate: Approved State Indirect: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Effective Interest Rate: 1.4% Interest Rate: 1.1% Admin Charge: 0.3%

Terms: 30 years

Project Start Date: 01/01/2020 Project Completion Date: 01/01/2025

Estimated Initiation of Operation date: 01/01/2025

Loan Security: Revenue Secure Lien Obligation of the Recipient

Final Accrued Interest: \$

Final Loan Amount: \$

Repayment Schedule Number: 572

SRF Loan (FY23-State)	Task Total
Construction	\$ 26,015,629.0

**Total: \$ 26,015,629.0**

**CHANGES TO THE BUDGET**

**Funding Distribution EL210335**

Funding Title: SRF Loan

Funding Type: Loan

Funding Effective Date: 01/01/2020

Funding Expiration Date: 01/01/2025

Funding Source:

Title: CWSRF-SFY21 (State)

State of Washington Department of Ecology  
 King County-Natural Resources and Parks  
 Ship Canal Water Quality Project, Construction Project  
 Agreement No. WQC-2021-KCoNRP-00074

Fund: FD0727

Type: State

Funding Source %: 100%

Description: The Clean Water Act (CWA) (33 U.S.C 1251-1387) established the State Revolving Fund (SRF) low interest loans program (40. C.F.R. Part 31, 35 Sub Part K). Washington State administers the program under Chapter 173-98 WAC. The portion of this project funded with this funding distribution comes from non-federal source and are not subject to Federal Funding Accountability and Transparency Act (FFATA) and Single Audit Act (SAA). However, this project is subject to the federal requirements outlined in Section 4 and 5 of agreement terms and conditions.

Approved Indirect Costs Rate: Approved State Indirect: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Effective Interest Rate: 1.6% Interest Rate: 1.3% Admin Charge: 0.3%

Terms: 30 years

Project Start Date: 01/01/2020 Project Completion Date: 01/01/2025

Estimated Initiation of Operation date: 01/01/2025

Loan Security: Revenue Secure Lien Obligation of the Recipient

Final Accrued Interest: \$

Final Loan Amount: \$

Repayment Schedule Number: 338

SRF Loan	Task Total
Grant and Loan Administration	\$ 10,000.00
Construction	\$ 65,990,000.0

**Total: \$ 66,000,000.0**

**CHANGES TO SCOPE OF WORK**

Task Number: 3 **Task Cost: \$92,005,629.00**

Task Title: Construction

Task Description:

A. The RECIPIENT will include ECOLOGY’s specification insert in the bid documents. The RECIPIENT will execute a

State of Washington Department of Ecology  
King County-Natural Resources and Parks  
Ship Canal Water Quality Project, Construction Project  
Agreement No. WQC-2021-KCoNRP-00074

contract with the low responsive responsible bidder to construct the project. The RECIPIENT will submit Bid Tabs, the Notice of Award, Notice to Proceed and a copy of the executed contract before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will complete the construction in accordance with the approved Plans, Specifications and Addenda in the approval letter dated June 27, 2019. The construction project will include:

- Storage tunnel (~14,000 lf; approx. 18.8 ft. diameter) and odor control
- Micro-tunnel under ship canal (~650-ft. long 94-inch diameter)
- West shaft
- Eleventh Avenue shaft
- Fremont shaft
- Third Avenue shaft
- East shaft

C. The RECIPIENT will conduct a pre-construction conference and will invite ECOLOGY staff, and provide minutes of the conference.

D. As a condition of receiving this funding, the RECIPIENT will review their energy use looking for cost effective energy savings. The recipient may also submit documentation of an energy efficiency review conducted within the last 5 years.

E. As a condition of receiving this funding, the RECIPIENT will develop an asset management program (fiscal sustainability plan). The RECIPIENT will certify that a program that contains at least the minimum required elements has been developed and is being implemented.

F. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the project as provided for in WAC 173-240.

G. The RECIPIENT will conduct appropriate cultural resources reviews of the project. The RECIPIENT will provide a 05-05/106 Cultural Resources Review form. The RECIPIENT will provide any additional information for ECOLOGY to lead the required cultural resources consultation.

H. The RECIPIENT will complete an Ecology inadvertent discovery plan template for their project.

I. As a condition of receiving this funding, the RECIPIENT will apply all applicable state and federal laws and authorities. The RECIPIENT will coordinate with ECOLOGY to determine which environmental laws and authorities are required. The RECIPIENT will provide information for ECOLOGY to lead the as required under Section 106 of the National Historic Preservation Act or under the Endangered Species Act, unless ECOLOGY defers to another agency. The RECIPIENT will include additional information on the outcome of these laws and authorities as part of the State Environmental Review Process (SERP) to ECOLOGY for review prior to ECOLOGY issuing the SERP determination.

Task Goal Statement:

See Overall Goal

Task Expected Outcome:

See Overall Goal.

**Deliverables**

<b>Number</b>	<b>Description</b>	<b>Due Date</b>
3.1	Documentation of the RECIPIENTS procurement process including advertisement for bids and the affidavit of publication.	
3.2	Bid Tabs, the Notice of Award, and Notice to Proceed.	
3.3	Documentation of an energy efficiency review.	
3.4	Executed construction contract.	
3.5	Minutes of the pre-construction meeting.	
3.6	Certification that the asset management program (fiscal sustainability plan) has been developed and is being implemented.	
3.7	05-05/106 Cultural Resources Review form.	
3.8	Inadvertent Discovery Plan.	

State of Washington Department of Ecology  
King County-Natural Resources and Parks  
Ship Canal Water Quality Project, Construction Project  
Agreement No. WQC-2021-KCoNRP-00074

**Funding Distribution Summary****Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
SRF Loan	0 %	\$ 0.00	\$ 66,000,000.00	\$ 66,000,000.00
SRF Loan (FY23-State)	0 %	\$ 0.00	\$ 26,015,629.00	\$ 26,015,629.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 92,015,629.00</b>	<b>\$ 92,015,629.00</b>







## Estimated loan repayment schedule

Loan number:	EL230082	Loan amount:	\$26,015,629.00
Agreement #:	WQC-2021-KCoNRP-00074	Term of loan:	30 Years
Recipient name:	KING COUNTY NATURAL RESOURCES	Effective interest rate:	1.400%
Amortization method:	Compound-365 D/Y	Interest compounded:	Monthly
Initiation of Operations:	1/1/2025	Loan date:	1/1/2026
Project Completion:	1/1/2025	Schedule creation date:	10/17/2022
Schedule number:	AS-000000572		

Payment number	Due date	Payment amount	Principal amount	Interest amount	Admin amount	Balance amount
1	1/1/2026	536,545.31	169,980.32	288,015.35	78,549.64	25,845,648.68
<b>Subtotal</b>	<b>FY 2026</b>	<b>536,545.31</b>	<b>169,980.32</b>	<b>288,015.35</b>	<b>78,549.64</b>	<b>25,845,648.68</b>
2	7/1/2026	536,545.31	355,097.26	142,566.32	38,881.73	25,490,551.42
3	1/1/2027	536,545.31	357,590.21	140,607.58	38,347.52	25,132,961.21
<b>Subtotal</b>	<b>FY 2027</b>	<b>1,073,090.62</b>	<b>712,687.47</b>	<b>283,173.90</b>	<b>77,229.25</b>	<b>25,132,961.21</b>
4	7/1/2027	536,545.31	360,100.65	138,635.09	37,809.57	24,772,860.56
5	1/1/2028	536,545.31	362,628.72	136,648.75	37,267.84	24,410,231.84
<b>Subtotal</b>	<b>FY 2028</b>	<b>1,073,090.62</b>	<b>722,729.37</b>	<b>275,283.84</b>	<b>75,077.41</b>	<b>24,410,231.84</b>
6	7/1/2028	536,545.31	365,174.53	134,648.47	36,722.31	24,045,057.31
7	1/1/2029	536,545.31	367,738.22	132,634.14	36,172.95	23,677,319.09
<b>Subtotal</b>	<b>FY 2029</b>	<b>1,073,090.62</b>	<b>732,912.75</b>	<b>267,282.61</b>	<b>72,895.26</b>	<b>23,677,319.09</b>
8	7/1/2029	536,545.31	370,319.91	130,605.67	35,619.73	23,306,999.18
9	1/1/2030	536,545.31	372,919.72	128,562.96	35,062.63	22,934,079.46
<b>Subtotal</b>	<b>FY 2030</b>	<b>1,073,090.62</b>	<b>743,239.63</b>	<b>259,168.63</b>	<b>70,682.36</b>	<b>22,934,079.46</b>
10	7/1/2030	536,545.31	375,537.79	126,505.91	34,501.61	22,558,541.67
11	1/1/2031	536,545.31	378,174.23	124,434.42	33,936.66	22,180,367.44
<b>Subtotal</b>	<b>FY 2031</b>	<b>1,073,090.62</b>	<b>753,712.02</b>	<b>250,940.33</b>	<b>68,438.27</b>	<b>22,180,367.44</b>
12	7/1/2031	536,545.31	380,829.18	122,348.39	33,367.74	21,799,538.26
13	1/1/2032	536,545.31	383,502.77	120,247.71	32,794.83	21,416,035.49
<b>Subtotal</b>	<b>FY 2032</b>	<b>1,073,090.62</b>	<b>764,331.95</b>	<b>242,596.10</b>	<b>66,162.57</b>	<b>21,416,035.49</b>
14	7/1/2032	536,545.31	386,195.14	118,132.28	32,217.89	21,029,840.35
15	1/1/2033	536,545.31	388,906.40	116,002.00	31,636.91	20,640,933.95
<b>Subtotal</b>	<b>FY 2033</b>	<b>1,073,090.62</b>	<b>775,101.54</b>	<b>234,134.28</b>	<b>63,854.80</b>	<b>20,640,933.95</b>
16	7/1/2033	536,545.31	391,636.70	113,856.76	31,051.85	20,249,297.25
17	1/1/2034	536,545.31	394,386.16	111,696.47	30,462.68	19,854,911.09

Payment number	Due date	Payment amount	Principal amount	Interest amount	Admin amount	Balance amount
<b>Subtotal</b>	<b>FY 2034</b>	<b>1,073,090.62</b>	<b>786,022.86</b>	<b>225,553.23</b>	<b>61,514.53</b>	<b>19,854,911.09</b>
18	7/1/2034	536,545.31	397,154.93	109,521.01	29,869.37	19,457,756.16
19	1/1/2035	536,545.31	399,943.13	107,330.28	29,271.90	19,057,813.03
<b>Subtotal</b>	<b>FY 2035</b>	<b>1,073,090.62</b>	<b>797,098.06</b>	<b>216,851.29</b>	<b>59,141.27</b>	<b>19,057,813.03</b>
20	7/1/2035	536,545.31	402,750.92	105,124.16	28,670.23	18,655,062.11
21	1/1/2036	536,545.31	405,578.41	102,902.56	28,064.34	18,249,483.70
<b>Subtotal</b>	<b>FY 2036</b>	<b>1,073,090.62</b>	<b>808,329.33</b>	<b>208,026.72</b>	<b>56,734.57</b>	<b>18,249,483.70</b>
22	7/1/2036	536,545.31	408,425.75	100,665.37	27,454.19	17,841,057.95
23	1/1/2037	536,545.31	411,293.08	98,412.47	26,839.76	17,429,764.87
<b>Subtotal</b>	<b>FY 2037</b>	<b>1,073,090.62</b>	<b>819,718.83</b>	<b>199,077.84</b>	<b>54,293.95</b>	<b>17,429,764.87</b>
24	7/1/2037	536,545.31	414,180.54	96,143.75	26,221.02	17,015,584.33
25	1/1/2038	536,545.31	417,088.28	93,859.09	25,597.94	16,598,496.05
<b>Subtotal</b>	<b>FY 2038</b>	<b>1,073,090.62</b>	<b>831,268.82</b>	<b>190,002.84</b>	<b>51,818.96</b>	<b>16,598,496.05</b>
26	7/1/2038	536,545.31	420,016.42	91,558.41	24,970.48	16,178,479.63
27	1/1/2039	536,545.31	422,965.13	89,241.57	24,338.61	15,755,514.50
<b>Subtotal</b>	<b>FY 2039</b>	<b>1,073,090.62</b>	<b>842,981.55</b>	<b>180,799.98</b>	<b>49,309.09</b>	<b>15,755,514.50</b>
28	7/1/2039	536,545.31	425,934.53	86,908.47	23,702.31	15,329,579.97
29	1/1/2040	536,545.31	428,924.78	84,558.99	23,061.54	14,900,655.19
<b>Subtotal</b>	<b>FY 2040</b>	<b>1,073,090.62</b>	<b>854,859.31</b>	<b>171,467.46</b>	<b>46,763.85</b>	<b>14,900,655.19</b>
30	7/1/2040	536,545.31	431,936.03	82,193.01	22,416.27	14,468,719.16
31	1/1/2041	536,545.31	434,968.41	79,810.42	21,766.48	14,033,750.75
<b>Subtotal</b>	<b>FY 2041</b>	<b>1,073,090.62</b>	<b>866,904.44</b>	<b>162,003.43</b>	<b>44,182.75</b>	<b>14,033,750.75</b>
32	7/1/2041	536,545.31	438,022.09	77,411.10	21,112.12	13,595,728.66
33	1/1/2042	536,545.31	441,097.20	74,994.94	20,453.17	13,154,631.46
<b>Subtotal</b>	<b>FY 2042</b>	<b>1,073,090.62</b>	<b>879,119.29</b>	<b>152,406.04</b>	<b>41,565.29</b>	<b>13,154,631.46</b>
34	7/1/2042	536,545.31	444,193.90	72,561.82	19,789.59	12,710,437.56
35	1/1/2043	536,545.31	447,312.34	70,111.62	19,121.35	12,263,125.22
<b>Subtotal</b>	<b>FY 2043</b>	<b>1,073,090.62</b>	<b>891,506.24</b>	<b>142,673.44</b>	<b>38,910.94</b>	<b>12,263,125.22</b>
36	7/1/2043	536,545.31	450,452.67	67,644.22	18,448.42	11,812,672.55
37	1/1/2044	536,545.31	453,615.05	65,159.49	17,770.77	11,359,057.50
<b>Subtotal</b>	<b>FY 2044</b>	<b>1,073,090.62</b>	<b>904,067.72</b>	<b>132,803.71</b>	<b>36,219.19</b>	<b>11,359,057.50</b>
38	7/1/2044	536,545.31	456,799.63	62,657.32	17,088.36	10,902,257.87
39	1/1/2045	536,545.31	460,006.57	60,137.58	16,401.16	10,442,251.30
<b>Subtotal</b>	<b>FY 2045</b>	<b>1,073,090.62</b>	<b>916,806.20</b>	<b>122,794.90</b>	<b>33,489.52</b>	<b>10,442,251.30</b>
40	7/1/2045	536,545.31	463,236.02	57,600.16	15,709.13	9,979,015.28

Payment number	Due date	Payment amount	Principal amount	Interest amount	Admin amount	Balance amount
41	1/1/2046	536,545.31	466,488.15	55,044.91	15,012.25	9,512,527.13
<b>Subtotal</b>	<b>FY 2046</b>	<b>1,073,090.62</b>	<b>929,724.17</b>	<b>112,645.07</b>	<b>30,721.38</b>	<b>9,512,527.13</b>
42	7/1/2046	536,545.31	469,763.10	52,471.74	14,310.47	9,042,764.03
43	1/1/2047	536,545.31	473,061.05	49,880.49	13,603.77	8,569,702.98
<b>Subtotal</b>	<b>FY 2047</b>	<b>1,073,090.62</b>	<b>942,824.15</b>	<b>102,352.23</b>	<b>27,914.24</b>	<b>8,569,702.98</b>
44	7/1/2047	536,545.31	476,382.15	47,271.05	12,892.11	8,093,320.83
45	1/1/2048	536,545.31	479,726.57	44,643.30	12,175.44	7,613,594.26
<b>Subtotal</b>	<b>FY 2048</b>	<b>1,073,090.62</b>	<b>956,108.72</b>	<b>91,914.35</b>	<b>25,067.55</b>	<b>7,613,594.26</b>
46	7/1/2048	536,545.31	483,094.46	41,997.10	11,453.75	7,130,499.80
47	1/1/2049	536,545.31	486,486.00	39,332.31	10,727.00	6,644,013.80
<b>Subtotal</b>	<b>FY 2049</b>	<b>1,073,090.62</b>	<b>969,580.46</b>	<b>81,329.41</b>	<b>22,180.75</b>	<b>6,644,013.80</b>
48	7/1/2049	536,545.31	489,901.35	36,648.83	9,995.13	6,154,112.45
49	1/1/2050	536,545.31	493,340.68	33,946.49	9,258.14	5,660,771.77
<b>Subtotal</b>	<b>FY 2050</b>	<b>1,073,090.62</b>	<b>983,242.03</b>	<b>70,595.32</b>	<b>19,253.27</b>	<b>5,660,771.77</b>
50	7/1/2050	536,545.31	496,804.15	31,225.20	8,515.96	5,163,967.62
51	1/1/2051	536,545.31	500,291.94	28,484.79	7,768.58	4,663,675.68
52	7/1/2051	536,545.31	503,804.22	25,725.14	7,015.95	4,159,871.46
53	1/1/2052	536,545.31	507,341.15	22,946.13	6,258.03	3,652,530.31
54	7/1/2052	536,545.31	510,902.91	20,147.60	5,494.80	3,141,627.40
55	1/1/2053	536,545.31	514,489.68	17,329.42	4,726.21	2,627,137.72
56	7/1/2053	536,545.31	518,101.62	14,491.47	3,952.22	2,109,036.10
57	1/1/2054	536,545.31	521,738.93	11,633.58	3,172.80	1,587,297.17
58	7/1/2054	536,545.31	525,401.77	8,755.64	2,387.90	1,061,895.40
59	1/1/2055	536,545.31	529,090.33	5,857.48	1,597.50	532,805.07
60	7/1/2055	536,545.60	532,805.07	2,938.99	801.54	0.00
<b>Subtotal</b>	<b>Undefined</b>	<b>5,901,998.70</b>	<b>5,660,771.77</b>	<b>189,535.44</b>	<b>51,691.49</b>	<b>0.00</b>
<b>Grand total</b>		<b>32,192,718.89</b>	<b>26,015,629.00</b>	<b>4,853,427.74</b>	<b>1,323,662.15</b>	<b>0.00</b>

**Certificate Of Completion**

Envelope Id: 41315237069E45B99F5DF4DEC314F245	Status: Completed
Subject: Complete with DocuSign: Ordinance 19575.docx, Ordinance 19575 Attachment A.pdf	
Source Envelope:	
Document Pages: 2	Signatures: 3
Supplemental Document Pages: 10	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
2/22/2023 6:35:17 PM	Cherie.Camp@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County-Council	Location: DocuSign

**Signer Events**

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

**Signature**

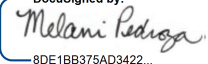
DocuSigned by:  
  
E76CE01F07B14EF...  
Signature Adoption: Uploaded Signature Image  
Using IP Address: 67.160.80.216

**Timestamp**

Sent: 2/22/2023 6:42:14 PM  
Viewed: 2/23/2023 1:56:03 PM  
Signed: 2/23/2023 1:56:20 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 2/23/2023 1:56:03 PM  
ID: 12ed9eef-3c02-4a24-95e1-63708f59b7d7

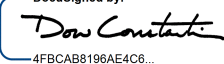
Melani Pedroza  
melani.pedroza@kingcounty.gov  
Clerk of the Council  
King County Council  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
8DE1BB375AD3422...  
Signature Adoption: Uploaded Signature Image  
Using IP Address: 198.49.222.20

Sent: 2/23/2023 1:56:22 PM  
Viewed: 2/23/2023 1:56:53 PM  
Signed: 2/23/2023 1:56:58 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 9/30/2022 11:27:12 AM  
ID: 639a6b47-a4ff-458a-8ae8-c9251b7d1a1f

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

DocuSigned by:  
  
4FBCAB8196AE4C6...  
Signature Adoption: Uploaded Signature Image  
Using IP Address: 198.49.222.20

Sent: 2/23/2023 1:57:01 PM  
Viewed: 2/28/2023 4:51:43 PM  
Signed: 2/28/2023 4:51:58 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 2/28/2023 4:51:43 PM  
ID: 13d6166b-b977-4005-8d22-769122f20b

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
------------------------------	--------	-----------

Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
--------------------	--------	-----------

Kaitlyn Wiggins kwiggins@kingcounty.gov Executive Legislative Coordinator King County Executive Office Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 2/23/2023 1:57:01 PM Viewed: 2/24/2023 8:57:03 AM
---	---	--

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	2/22/2023 6:42:14 PM
Certified Delivered	Security Checked	2/28/2023 4:51:43 PM
Signing Complete	Security Checked	2/28/2023 4:51:58 PM
Completed	Security Checked	2/28/2023 4:51:58 PM

Payment Events	Status	Timestamps
----------------	--------	------------

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](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.