



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19645

Proposed No. 2023-0047.1

Sponsors Dembowski

1 AN ORDINANCE approving a second amendment to the
 2 basic sewage disposal agreement between King County and
 3 the Ronald Wastewater District to recognize the city of
 4 Shoreline's assumption of the district and the district's
 5 obligations to King County and authorizing the executive to
 6 execute the second amendment.

7 **STATEMENT OF FACTS:**

- 8 1. The Ronald Wastewater District was incorporated in 1951 and was
 9 previously known as the Ronald Sewer District and Shoreline Wastewater
 10 Management District.
- 11 2. The Ronald Wastewater District and the county's predecessor in
 12 interest, the Municipality of Metropolitan Seattle, entered into an
 13 Agreement for Sewage Disposal dated June 23, 1960.
- 14 3. The Ronald Wastewater District and Municipality of Metropolitan
 15 Seattle entered into a long-term agreement for sewage disposal dated
 16 November 6, 1969, that superseded the 1960 agreement.
- 17 4. On March 19, 1987, the Municipality of Metropolitan Seattle and
 18 Ronald Wastewater District executed an extension of the agreement for
 19 sewage disposal to extend the term until July 1, 2036.

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20 5. On October 2, 1992, the Municipality of Metropolitan Seattle and
21 Ronald Wastewater District executed an amendment to the agreement for
22 sewage disposal.

23 6. The agreement for sewage disposal, as extended and amended, is
24 referred to as the "Basic Agreement."

25 7. On or about January 1, 1994, King County assumed all rights, powers,
26 functions, and obligations of the Municipality of Metropolitan Seattle.

27 8. Pursuant to chapter 35.13A RCW, the city of Shoreline assumed all of
28 the rights, responsibilities, assets and liabilities, property, and contractual
29 relationships of the Ronald Wastewater District effective April 30, 2021.

30 9. This assumption is recognized by the Final Judgement on Assumption
31 of Ronald Wastewater District, King County Cause No. 21-2-01276-7
32 SEA, and other orders issued by the superior court in that matter.

33 10. King County and the city of Shoreline now desire to amend the Basic
34 Agreement to formally recognize the city of Shoreline's assumption of the
35 Ronald Wastewater District and the district's obligations to King County.

36 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

37 SECTION 1. The second amendment to the Basic Agreement, which is

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38 Attachment A to this ordinance, is hereby approved and the executive is authorized to
39 execute the amendment.

Ordinance 19645 was introduced on 1/31/2023 and passed by the Metropolitan King County Council on 7/11/2023, by the following vote:

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

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

DocuSigned by:

E76CE01F07B14EF...
Dave Upthegrove, Chair

ATTEST:

DocuSigned by:

8DE1BB375AD3422...
Melani Pedroza, Clerk of the Council

APPROVED this _____ day of 7/20/2023, _____.

DocuSigned by:

4FBCAB8196AE4C6...
Dow Constantine, County Executive

Attachments: A. King County, City of Shoreline, Second Amendment to Agreement for Sewage Disposal

KING COUNTY

CITY OF SHORELINE

SECOND AMENDMENT TO AGREEMENT FOR SEWAGE DISPOSAL

THIS AMENDMENT is made between City of Shoreline, a municipal corporation of the State of Washington (hereinafter referred to as “the City”), and King County, a political subdivision of the State of Washington (hereinafter referred to as “the County”).

- A. WHEREAS, the Ronald Wastewater District (hereinafter referred to as “the District”) was incorporated in 1951 and was previously known as the Ronald Sewer District and Shoreline Wastewater Management District.
- B. WHEREAS, the District and the County’s predecessor in interest, the Municipality of Metropolitan Seattle (hereinafter referred to as “Metro”), entered into an Agreement for Sewage Disposal dated June 23, 1960.
- C. WHEREAS, Metro and the District entered into a long-term Agreement for Sewage Disposal dated November 6, 1969 that superseded the 1960 agreement. On March 19, 1987, the Municipality of Metropolitan Seattle and the District executed an Extension of Agreement for Sewage Disposal, extending the term of the Agreement for Sewage Disposal until July 1, 2036. On October 2, 1992, the Municipality of Metropolitan Seattle and the District executed an Amendment to Agreement for Sewage Disposal. The Agreement for Sewage Disposal, as extended and amended, shall hereinafter be referred to as the “Basic Agreement”.
- D. WHEREAS, on or about January 1, 1994, the County assumed all rights, powers, functions, and obligations of Metro.
- E. WHEREAS, pursuant to chapter 35.13A, Revised Code of Washington, the City of Shoreline assumed all of the rights, responsibilities, assets and liabilities, property, and contractual relationships of the District effective April 30, 2021. This assumption is recognized by the *Final Judgement on Assumption of Ronald Wastewater District*, King County Cause No. 21-2-01276-7 SEA, and other orders issued by the Superior Court in that matter.
- F. WHEREAS, the City’s assumption of the District’s obligations under the Basic Agreement protects County ratepayer investments in the regional wastewater system and ensures continued reliable sewer service for the City’s residents and businesses.
- G. WHEREAS, the County and City now desire to amend the Basic Agreement to formally recognize the City’s assumption of the District.

NOW, THEREFORE, in consideration of the parties' mutual assent to the amendments set forth herein, the County and the City agree as follows:

Section 1. Amendment of the Basic Agreement.

- A. Section 1(e) of the Basic Agreement defines the word "Participant" as "each city, town, county, sewer district, municipal corporation, person, firm or private corporation which shall dispose of any portion of its sanitary sewage into the Metropolitan Sewerage System and shall have entered into a contract with Metro providing for such disposal." Effective upon execution of this Amendment, the word "Participant" shall include the City of Shoreline.
- B. Beginning with Section 2 of the Basic Agreement, any reference to "District" shall be stricken and the word "City", referring to City of Shoreline, inserted in its place.

Section 2. Basic Agreement Unchanged. Except as otherwise provided in this Amendment, all provisions of the Basic Agreement shall remain in full force and effect as written therein.

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Amendment to be executed on the dates shown below.

AGREED TO AND ACCEPTED:

DATE: _____, 202__ BY: _____

TITLE: _____
City of Shoreline

DATE: _____, 202__ BY: _____

TITLE: _____
King County

Certificate Of Completion

Envelope Id: 16A8673398F346A4ABA5A9A43C516A01	Status: Completed
Subject: Complete with DocuSign: Ordinance 19645.docx, Ordinance 19645 Attachment A.docx	
Source Envelope:	
Document Pages: 3	Signatures: 3
Supplemental Document Pages: 2	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

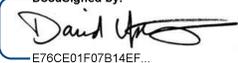
Record Tracking

Status: Original	Holder: Cherie Camp	Location: DocuSign
7/12/2023 2:00:54 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:

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Signature Adoption: Uploaded Signature Image
Using IP Address: 67.160.80.216

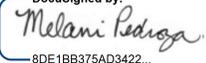
Timestamp

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Signed: 7/12/2023 2:31:32 PM

Electronic Record and Signature Disclosure:

Accepted: 7/12/2023 2:31:15 PM
ID: 9d03b8dc-a97c-4a33-bdf7-fb33b177f222

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

DocuSigned by:

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Signature Adoption: Uploaded Signature Image
Using IP Address: 198.49.222.20

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Electronic Record and Signature Disclosure:

Accepted: 9/30/2022 11:27:12 AM
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Dow Constantine
Dow.Constantine@kingcounty.gov
King County Executive
Security Level: Email, Account Authentication (None)

DocuSigned by:

4FBCAB8196AE4C6...
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Using IP Address: 198.49.222.20

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

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: 7/12/2023 2:35:19 PM Viewed: 7/12/2023 3:36:11 PM
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cherie camp cherie.camp@kingcounty.gov Legislative Clerk - Ccl King County Council 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: 7/20/2023 1:51:48 PM
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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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Signing Complete	Security Checked	7/20/2023 1:51:47 PM
Completed	Security Checked	7/20/2023 1:51:48 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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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.

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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:

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- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- 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.