

Interagency Agreement between King County Metro and Soos Creek Water and Sewer District

This Interagency Agreement (“Agreement”) is made and entered into by and between King County, by and through its Metro Transit Department, and Soos Creek Water and Sewer District (the “Utility”) for the purposes set forth below. King County and Utility are sometimes referred to herein individually as a “Party” and together as the “Parties.” This Agreement shall be effective as of the date that it is executed by Metro.

Recitals

- A. The Metro Transit Capital Division of the King County Metro Transit Department (“Metro”) is designing and constructing improvements known as RAPIDRIDE I LINE (the “Project”).
- B. The Project includes street widening, storm drainage, passenger shelters, lighting and other improvements on arterial streets located within the City of Renton and City of Kent, Washington, and other locations.
- C. The relocation of existing utilities and other existing facilities is required to address conflicts with the improvements that will be constructed as part of the Project.
- D. The Utility owns and operates water and sewer infrastructure within portions of the area of the Project.
- E. Metro is designing improvements as part of the Project that will impact the facilities owned by the Utility.
- F. The Parties desire to coordinate efforts to conduct research, exchange information, and coordinate engineering work to address resolution of conflicts between the improvements contemplated by the Project and the Utility’s existing and proposed facilities.

Now, therefore in consideration of the following terms and conditions, the Parties agree as follows:

1. Planning and Execution of Project-Related Utility Relocation Work

- 1.1 The Project shall be designed, constructed, administered, managed, and funded by Metro. Metro shall prepare the engineering plans and associated instruments necessary for development of the Project.
- 1.2 The Parties shall establish periodic meeting schedules on a mutually acceptable schedule and as needed to facilitate coordination during the Project. At a minimum the Parties shall meet at least monthly from the date that the Utility signs this Agreement until the Project achieves “substantial completion” as defined by Metro’s contracts for construction of the Project. Metro shall notify the Utility when the Project achieves substantial completion.
- 1.3 Metro shall conduct utility research, field investigations, utility pothole investigations and meetings with local agencies including the Utility as Metro determines necessary in support of the design of the Project.
- 1.4 Upon Metro’s request, the Utility shall timely provide to Metro any records, drawings or other information identifying or representing the location, size, material and other information about Utility facilities located within the Project area. The records provided by the Utility will be based on best available information. The Utility does not warrant or guarantee the accuracy of the

records provided. Metro shall conduct the field investigations necessary to confirm the locations and material types of any facilities that may be in conflict with the improvements proposed by Metro.

- 1.5 The Utility will coordinate with Metro to identify locations in the Project area where potential utility conflicts warrant subsurface investigation by the Utility, and the Utility will coordinate with Metro to provide field potholing in locations where the Parties conclude that such additional potholing is warranted. The Utility potholing activities contemplated in this Section 1.5 are in addition to, and separate from, Metro's potholing investigations under Section 1.3.
- 1.6 The Utility shall timely provide consultation, standard details, standard specifications and any other engineering materials reasonably requested by Metro to prepare engineering plans to address the conflicts with the Utility's facilities.
- 1.7 Metro shall prepare utility relocation plans as needed to address known utility conflicts (and any conflicts identified via the potholing activities under Sections 1.3 and 1.5) with the Utility's facilities within Project area. Metro shall cause those utility relocation plans to be prepared in accordance with the specifications of the Utility, American Water Works Association and the Washington State Department of Transportation and American Public Works Association Standard Specifications for Road, Bridge and Municipal Construction, most recent edition, suitable for public work projects for water system and sanitary sewer system construction, in addition to the specific comments provided by the Utility's engineering review.
- 1.8 Metro shall make reasonable adjustments to the Project plans or design in order to avoid potential utility conflicts where it is commercially reasonable to do so.

2. Utility Relocation Plan Review and Comment Process; Construction Observation Process

- 2.1 Metro shall provide its utility relocation plans to the Utility for the Utility's review and comment. Metro shall cause the utility relocation plans to be transmitted to the Utility in a medium mutually acceptable to both Parties. The Utility shall have 30 calendar days to review Metro's utility relocation plans and provide redline drawings and written comments to Metro that will facilitate the accuracy and completeness of the utility relocation plans that address the Utility's facilities. If the Utility does not so respond to Metro within 30 calendar days from the date that Metro transmits the plans to the Utility, then Metro's utility relocation plans shall be deemed approved by the Utility.
- 2.2 Metro shall prepare bid schedules for the utility relocation work associated with the Utility's facilities. The purpose of the bid schedules is to establish the construction cost of the new pipes and appurtenances to be installed by Metro's contractor to resolve Project utility conflicts with the Utility's existing facilities. Metro shall submit a draft of those bid schedules to the Utility for review. The Utility shall have 30 calendar days to provide written comments on the proposed bid schedule. If the Utility does not respond to Metro within 30 calendar days then the draft bid schedules shall be deemed approved by the Utility.
- 2.3 Except as the Parties may otherwise negotiate, all Project-related relocations or adjustments made to Utility facilities shall be paid for by Metro and performed by Metro's contractors. Upon completion of the utility relocation, Metro shall provide the utility a written summary of the

water and sewer system pipes and appurtenances installed and costs paid to Metro's contractor for the facilities.

- 2.4 The Utility will provide staff to observe Metro's construction work to relocate the Utility's facilities. The Utility's staff will coordinate and act as an extension of Metro's Construction Management team. All communications from the Utility shall be to Metro's Construction Management team which in turn will communicate with Metro's Contractor. Utility staff shall not communicate directly with Metro's contractor except as may be specifically authorized by Metro in writing. An email may suffice as "in writing" for purposes of this Section 2.3.
- 2.5 Upon completion of the construction of the water and sewer relocation, Metro shall prepare engineering drawings that reflect the constructed facilities and submit the engineering drawings to the Utility. The construction record drawings, or as-builts, shall be stamped and sealed by the engineer of record for the Project.

3. Invoicing and Payment

- 3.1 The Utility will provide monthly invoices and supporting documentation to Metro for reimbursement of all Utility staff time, including Utility consultant support, utilized in support of Metro's design and construction of the Project. The maximum amount to be reimbursed to the Utility for such Project support is twenty thousand dollars (\$20,000). Metro shall not pay any additional amount to the Utility for reimbursement of such project support unless the Parties execute a separate agreement, or an amendment to this agreement, for additional reimbursement.
- 3.2 Metro will pay properly submitted and documented invoices within 60 calendar days of the date that Metro receives the invoice. In the event of a dispute over any invoice or supporting documentation submitted by the Utility, within 60 calendar days Metro shall pay the undisputed amount and then deliver to the Utility a detailed written statement as to the dispute (listing the amount disputed, providing the specific reference in the document or invoice or requesting additional documentation, and proposed a possible resolution). If the Parties are not able to resolve the dispute, then the dispute shall be submitted to dispute resolution under Section 4.1 of this Agreement. If it is determined that money is due back to Metro, then Metro shall apply a credit in that amount against the Utility's next invoice. All disputes shall be resolved prior to the Utility submitting its final invoice to Metro.

4. Dispute Resolution and Notice

- 4.1 The Utility and Metro agree to negotiate in good faith to resolve any disputes arising under this Agreement so that the purposes of this Agreement are not frustrated. The Parties shall designate representatives for purposes of managing this Agreement and the dispute resolution process under this Section 4. The Parties' Designated Representatives shall be the persons identified in Section 4.2 to receive notice for Metro and the Utility, or such other persons as they may designate in writing from time to time. The Parties' Designated Representatives shall communicate regularly to discuss the status of the tasks and services to be performed and to prevent disputes from arising.

- A. Except as otherwise provided in this Agreement, the Parties shall use the following dispute resolution process.

Step One: The Parties' Designated Representatives shall confer and attempt to resolve the dispute within ten (10) business days of written notification by either Party.

Step Two: If the Parties' Designated Representatives are unable to resolve the dispute within ten (10) business days, either Party may refer the dispute to the Utility's General Manager or designee and Metro's Capital Division Manager. The Utility's General Manager and the Capital Division Manager shall confer and attempt to resolve the dispute within ten (10) business days of receiving the referral. The conference may be in person or by other means, such as telephone conference, videoconference, etc.

- B. Neither Party may seek relief in a court of law until and unless the steps above are completed in good faith.
- C. If the Parties cannot resolve the dispute utilizing the two-step process set forth above, then the Parties may, by agreement, submit the matter to non-binding mediation. The Parties shall share equally in the cost of the mediation. If additional parties participate in the mediation then each participant shall pay a share of the cost of the mediation, such share to be calculated by dividing the total cost of the mediation by the number of parties participating. Mediation shall not be a prerequisite to litigation.
- D. During the course of the conflict or dispute resolution efforts, the Parties agree to continue to diligently perform their respective responsibilities under this Agreement.

- 4.2 Any notice permitted or required to be given by either Party shall be given in writing and may be addressed as follows:

If to Utility:

Soos Creek Water and Sewer District
14616 SE 192nd Street
Renton, WA 98058
Attn: General Manager
JVandenberg@sooscreek.com

If to Metro:

King County Metro Transit
201 South Jackson Street, Suite 400
Seattle, WA 98104-3856
Attn: Capital Delivery Section Manager
Liz.Krenzel@kingcounty.gov

or to such other address or to such other person's attention of which notice was given in accordance with this Section 4.2. Notice shall be deemed effective ten (10) business days after mailing, or upon delivery as described above.

5. Indemnity and Insurance

5.1 Indemnity

- A. King County shall protect, defend, indemnify, and save harmless the Utility, and its officers, officials, employees, and agents, while acting within the scope of their employment or agency, from any and all costs, claims, demands, suits, judgments, damages (including loss of use), attorneys fees, administrative orders or proceedings,

finances or penalties, liability for injuries to persons or damages to property (whether tangible or intangible), and any other kind of expense (collectively, "Claims") that arise out of, or in any way result from, or are connected to, or are due to the negligent acts or omissions of King County.

- B. The Utility shall protect, defend, indemnify, and save harmless King County, and its officers, officials, employees, and agents, while acting within the scope of their employment or agency, from any and all Claims that arise out of, or in any way result from, or are connected to, or are due to the negligent acts or omissions of the Utility.
- C. Neither Party shall be required to protect, defend, indemnify, or save harmless the other Party if a Claim is caused by the sole negligence of the Party seeking indemnification. If such Claim is caused by the concurrent negligence of the Parties, each Party shall be responsible only to the extent of that Party's negligence.
- D. Each Party agrees that its obligations under this Section 5.1 extend to any Claim brought by or on behalf of any of its employees or agents. The indemnity in this Section 5.1 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 a full and complete indemnity of Claims made by the indemnitor's employees.
- E. If RCW 4.24.115 applies to the Project or any of the activities contemplated under this Agreement, and if a Claim arising out of the Project or any of the activities contemplated under this Agreement is caused by or results from the concurrent negligence of the Parties or their respective officers, employees, and agents (or any of them), then as to such Claim the Parties' indemnities under this Section 5.1 shall apply only to the extent of the negligence of the indemnifying Party and its officers, employees, and agents, or any of them.
- F. The Parties acknowledge that this Section 5.1 was specifically negotiated and agreed upon by them.
- G. The provisions of this Section 5.1 shall survive any termination or expiration of this Agreement.

5.2 County Insurance

- A. The Utility acknowledges that King County is a self-insured governmental entity and maintains a fully funded self-insurance program for the protection and handling of its liabilities including injuries to persons and damage to property.

5.3 Utility Insurance

- A. The Utility shall, throughout the term of this Agreement, maintain Commercial General Liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- B. Acceptability of Insurers. The insurance obtained by the Utility and any of its contractors or subcontractors shall be placed with insurers with an A.M.a Best rating of

no less than A:VIII, or if not rated by A.M. Best, with surpluses equivalent to A.M Best A:VIII rating.

- C. Verification of Coverage. The Utility shall furnish King County with certificates of insurance and endorsements required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Utility hereby warrants that its insurance policies satisfy the requirements of this Agreement.
- 5.4 Parties to Assess Own Risks. By requiring such minimum insurance as specified in this Section 5, neither Party is deemed to, or construed to, have assessed the risks that may be applicable to the other Party to this Agreement. Each Party will assess its own risks and, if it deems appropriate or prudent, or both, maintain greater limits or broader coverage.
- 5.5 Mutual Release and Waiver. The Utility and County each waives all rights against the other for damages caused by fire or other perils which can be insured by a property insurance policy. This provision shall be valid and enforceable only to the extent permissible by the applicable property insurance policies.
- 5.6 The provisions of this Section 5 shall survive any termination or expiration of this Agreement.

6. General Terms and Conditions

- 6.1 Records and Audits. The Parties shall each consistently maintain books and records regarding expenses relating to this Agreement to allow accurate audits. Each Party may audit the other Party's Agreement-related books and records at the offices where such books and records are kept. Such audit shall be during ordinary business hours and shall occur not later than thirty (30) days after a Party receives notice of intent to audit from the other Party. Audits shall be conducted by a reputable audit firm not paid on a contingency basis. The auditing Party shall pay the costs of the audit firm, unless the audit reveals that the audited Party overcharged or underpaid by five percent (5%) or more, in which case the audited Party shall pay the costs of the audit firm.
- 6.2 Termination for Lack of Appropriation. As required under King County Charter Article 4, Section 495, and King County Code section 4.04.040.B.6.a, all Metro obligations under this Agreement beyond the current appropriation year are conditioned upon the Metropolitan King County Council's appropriation of sufficient funds to support the obligations described in this Agreement. If the Council does not approve such appropriation, then this Agreement will terminate automatically at the close of the then-current appropriation year, provided that Metro shall give the Utility as much notice as reasonably practicable. As between the Parties, the determination whether the Metropolitan King County Council has provided a sufficient appropriation shall be made by Metro in its sole and absolute discretion. Metro's determination is not subject to Dispute Resolution under Section 4 and is not reviewable by any court.
- 6.3 Ownership of Improvements Not Affected. The Utility and Metro acknowledge that this Agreement is for the purpose of establishing Project-related services to be provided by the Utility and reimbursed by Metro, and is not intended to establish any ownership rights in any improvements, property, or other facilities owned by either Party. This Agreement shall not be

interpreted to alter or amend the rights of either Party regarding ownership of infrastructure or property owned by either Party, and each Party reserves all rights to the same.

6.4 Force Majeure.

- A. For purposes of this Agreement, Force Majeure means any delay resulting from any cause beyond a Party's control and resulting in the Party's inability to perform its obligations under this Agreement. Force Majeure Events may include, but are not limited to: Acts of nature; accident, fire or explosions arising from causes unrelated to the acts or omissions of the Party seeking to be excused from performance; acts of war, civil unrest, public disorder, sabotage, or terrorism; epidemic; strikes; or delays resulting from legal or administrative challenge by persons or entities other than the Parties to this Agreement. Force Majeure Events also include extraordinary equipment failures (such as rectifier substation failures), including but not limited to acts or omissions arising out of or relating to a Force Majeure Event as defined herein.
- B. Neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event. Obligations to pay for services already provided shall not be excused by a Force Majeure Event.
- C. A Party claiming relief based on a Force Majeure Event shall:
 - i. Promptly notify the other Party in writing of the existence and nature of the Force Majeure Event;
 - ii. Exercise all reasonable efforts to minimize delay caused by such Force Majeure Event;
 - iii. Notify the other Party in writing of the cessation of such Force Majeure Event; and
 - iv. Resume performance of its obligations under this Agreement as soon as practicable thereafter.
- D. Notwithstanding anything to the contrary in this Section 6.4, if nonperformance due to a Force Majeure Event (or multiple Force Majeure Events) continues beyond twelve (12) consecutive calendar months, then either Party may terminate this Agreement upon thirty (30) days' notice to the other Party.
- E. If this Agreement is terminated under this Section 6.4, then the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the Force Majeure Event or Events, and all terms and conditions that expressly survive the expiration or termination of this Agreement shall continue to apply.

6.5 Legal Relations. Nothing in this Agreement shall make, or be deemed to make, Metro and the Utility a partner of one another and this Agreement shall not be construed as creating a partnership or joint venture. This Agreement shall create no right, duty, or cause of action in any person or entity not a party to it. Nothing contained in this Agreement shall be construed to diminish the governmental or police powers of Metro, the Utility, or King County.

6.6 Time of the Essence. Time is of the essence of this Agreement, and if the Utility fails to timely keep any of the covenants or agreements herein set forth, the Utility shall be in default.

- 6.7 Remedies Not Precluded. Subject to the Dispute Resolution provisions in Section 4, nothing in this Agreement shall preclude the Parties from pursuing any remedies at law or in equity to enforce the terms and conditions of this Agreement. Provided, that if either Party initiates litigation to enforce the terms of this Agreement, then in any such action the substantially prevailing Party shall be entitled to an award of its reasonable attorneys' fees and reasonable costs and expenses, including, without limitation, costs and attorneys' fees incurred in any appeal.
- 6.8 Entire Agreement. This Agreement and any and all exhibits expressly incorporated herein by reference and attached hereto shall constitute the whole agreement between the Parties. There are no terms, current or past representations, obligations, covenants or conditions other than those contained herein. No modification or amendment of this Agreement shall be valid or effective unless evidenced by an agreement in writing and signed by both Parties.
- 6.9 Interpretation and Construction. The captions in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement. This Agreement, and each of the terms and provisions hereof, shall be deemed to have been explicitly negotiated between, and mutually drafted by, the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party. If any term or provision of this Agreement or the application of any term or provision to any person or circumstance is invalid or unenforceable, the remainder of this Agreement, or the application of the term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and will continue in full force.
- 6.10 Survival. In addition to those provisions noted elsewhere as surviving the expiration or earlier termination of this Agreement, the Parties' rights and duties under the following Sections shall survive the expiration or earlier termination of this Agreement:
- Section 4.1 Dispute Resolution
 - Section 5.1 Indemnification
 - Section 5.2 County Insurance
 - Section 5.3 Utility Insurance
 - Section 6.1 Recordkeeping; Audits
- 6.10 Jurisdiction, Venue, and Applicable Law. This Agreement is executed under and governed by the law of the State of Washington, without giving effect to its conflicts of law rules or choice of law provisions. Actions pertaining to this Agreement shall be brought in King County Superior Court, King County, Washington.

Utility Relocation Agreement
RapidRide I Line

Utility

By: _____

Title: Jane Vandenberg, General Manager

Date: _____

Metro

DocuSigned by:

By:  _____

Title: Liz Krenzel, Capital Delivery Section Manager

Date: 11/28/2023

Certificate Of Completion

Envelope Id: 040C79DEC23C4DD8973CF5CF2F7B2199

Status: Completed

Subject: Complete with DocuSign: 1134237 RapidRide I Line – Soos Creek Utility Relocation Agreement

Source Envelope:

Document Pages: 11

Signatures: 1

Envelope Originator:

Certificate Pages: 6

Initials: 3

Alaina Emde

AutoNav: Enabled

401 5th Ave

EnvelopeId Stamping: Enabled

Seattle, WA 98104

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

aemde@kingcounty.gov

IP Address: 198.49.222.20

Record Tracking

Status: Original

Holder: Alaina Emde

Location: DocuSign

11/22/2023 11:11:44 AM

aemde@kingcounty.gov

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: King County-Metro Transit Department-Capital Location: DocuSign
Division**Signer Events**

Janine Robinson

janirobinson@kingcounty.gov

Security Level: Email, Account Authentication
(None)**Signature****Timestamp**

Sent: 11/22/2023 11:34:45 AM

Viewed: 11/22/2023 11:52:56 AM

Signed: 11/22/2023 1:43:50 PM

Signature Adoption: Pre-selected Style

Using IP Address: 99.253.169.150

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 11/22/2023 11:52:56 AM

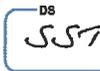
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Sally S Turner, PE, PMP

sally.turner@kingcounty.gov

Supervisor, Project Management

King County General (ITD)

Security Level: Email, Account Authentication
(None)

Sent: 11/22/2023 1:43:51 PM

Viewed: 11/26/2023 2:40:50 PM

Signed: 11/26/2023 2:47:25 PM

Signature Adoption: Pre-selected Style

Using IP Address: 198.49.222.20

Electronic Record and Signature Disclosure:

Accepted: 7/6/2022 8:08:10 PM

ID: fd0ed72c-6a8c-46a7-8efa-7f2bb5a7724a

Jeff Arbuckle

JArbuckle@kingcounty.gov

King County - Metro Division

Security Level: Email, Account Authentication
(None)

Sent: 11/26/2023 2:47:27 PM

Viewed: 11/27/2023 8:27:50 AM

Signed: 11/27/2023 8:27:58 AM

Signature Adoption: Pre-selected Style

Using IP Address: 50.47.109.50

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Liz Krenzel

Liz.Krenzel@kingcounty.gov

Capital Delivery Manager

King County General (ITD)

Security Level: Email, Account Authentication
(None)

Sent: 11/27/2023 8:27:59 AM

Viewed: 11/28/2023 11:28:18 AM

Signed: 11/28/2023 11:29:04 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.235.113.157

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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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
Ian Kowalski ikowalski@kingcounty.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/28/2023 1:38:12 AM ID: 75d1046b-770a-4af3-aa06-13fc6503b56f	COPIED	Sent: 11/22/2023 11:34:45 AM
Lisa Whitney Lisa.Whitney@kingcounty.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/27/2023 8:27:59 AM
Ian Kowalski ikowalski@kingcounty.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 11/28/2023 1:38:12 AM ID: 75d1046b-770a-4af3-aa06-13fc6503b56f	COPIED	Sent: 11/28/2023 11:29:05 AM
Jennifer Ash jennifer.ash@kingcounty.gov Real Property Agent Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/28/2023 11:29:06 AM Viewed: 11/28/2023 11:48:03 AM
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Notary Events	Signature	Timestamp
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Certified Delivered	Security Checked	11/28/2023 11:28:18 AM
Signing Complete	Security Checked	11/28/2023 11:29:04 AM
Completed	Security Checked	11/28/2023 11:29:06 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County-ZZDepartmentTemplate 06 (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-ZZDepartmentTemplate 06:

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-ZZDepartmentTemplate 06 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-ZZDepartmentTemplate 06

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-ZZDepartmentTemplate 06

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
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