



**2019 WaterWorks Grant Program
Grant Agreement Cover Page**

Grant Cycle: Council Allocated 2019/2020

Recipient: City of Pacific
Project Name: Sanitary Sewer Infiltration and Inflow (I/I) Study

Funding Amount: \$75,000.00
Project Summary: Conduct smoke tests of the 50 year-old sewer lines in the City's sewer collection system to detect line breaks, storm system connections, and illegal connections; using the reported findings, City staff will work with affected residents to fix the I/I issues.

Primary Contact: Jim Morgan
Phone: 253-929-1113
Email: jmorgan@ci.pacific.wa.us

Start Date:
End Date: September 30, 2022

WaterWorks Grant Program Grant Agreement

AGREEMENT between City of Pacific and KING COUNTY

This is an Agreement between **City of Pacific**, hereinafter the “RECIPIENT” and King County, a political subdivision of the state of Washington, hereinafter the “COUNTY.” **This Agreement is effective as of the date of the COUNTY signatory.**

The purpose of this Agreement is to set forth the terms, conditions, and the legal and administrative relations that apply to the RECIPIENT in exchange for financial assistance in carrying out a proposed project entitled **Sanitary Sewer Infiltration and Inflow (I/I) Study**, hereinafter the “PROJECT.”

Section 1. Background and Recitals:

- A. Proposed PROJECT benefit or improvement to water quality and/or the regional wastewater treatment system and its ratepayers: **Conduct smoke tests of 50 year-old sewer lines in the City's sewer collection system to detect line breaks, storm system connections, and illegal connections; using the reported findings, City staff will work with affected residents to fix the I/I issues.**
- B. The COUNTY plans and proposes to remunerate the RECIPIENT for the purpose described in Subsection A above in an amount up to, but not exceeding **\$75,000.00**, hereinafter the “AWARD.”
- C. This AWARD is made with the understanding that the RECIPIENT will complete the PROJECT as outlined in the Scope of Work (Exhibit A) and will fulfill reporting requirements as described under the Terms and Conditions of this Agreement.
- D. The RECIPIENT plans to contribute to this PROJECT a cash and/or in-kind match valued at **\$25,000.00**, to be verified in submitted PROJECT reports.

Section 2. Terms and Conditions:

- A. The PROJECT shall be in accordance with the tasks and activities specified in the Scope of Work (Exhibit A). Any modifications must be requested in an Agreement Amendment and be approved by the Director of the Wastewater Treatment Division (WTD) in the COUNTY’s Department of Natural Resources and Parks.
- B. The COUNTY will, upon execution of this Agreement, establish procedures to allow payment to the RECIPIENT of all eligible expenses for approved activities up to the limit

of the AWARD. Payments are on a reimbursement basis; except in some cases at the discretion of the COUNTY, where advances of the AWARD may be made on a quarterly basis. The last payment will be withheld by the COUNTY until receipt of the final Quarterly Progress and Expense Reports and the Closeout Report are approved.

- C. The RECIPIENT's expenditures of AWARD funds shall be separately identified in the RECIPIENT's accounting records. If requested, the RECIPIENT shall comply with other reasonable requests made by the COUNTY with respect to the manner in which PROJECT expenditures are tracked and accounted for in the RECIPIENT's accounting books and records. The RECIPIENT shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles, and to meet the requirements of all applicable state and federal laws.

- D. The COUNTY will reimburse RECIPIENT for expenses on a quarterly basis, following receipt and approval of Quarterly Reports. The final payment will be held back until a close-out verifies fiscal and programmatic compliance with the terms and conditions of the agreement.
 - 1. The RECIPIENT shall be responsible for submitting the following PROJECT progress reports: Quarterly Reports (including narrative and expense sections), Closeout Report (including narrative and expense sections); including backup documentation such as photos, copies of articles, and financial backup such as copies of receipts.
 - 2. Quarterly Report narrative and expense sections shall be submitted together using the online system using the provided format and following instructions from WaterWorks grant administrators.
 - a. The Quarterly Reports are due thirty (30) days after the end of each quarter.
 - b. If no expenses are made during a quarter, no expense section is needed. However, the narrative section should still be submitted and indicate that no expenses were made during that time period.
 - c. The expense section should detail expenses and include backup documentation of expenses. The narrative section should include documentation proving the project activities took place, such as photos, workshop agenda, volunteer sign in sheets, etc.
 - 3. RECIPIENTS that receive approval for advance payments shall submit a request with an estimate of expenses for upcoming activities in the next two quarters, using the form provided. Subsequent advance requests may only be approved if the RECIPIENT is up to date with reporting.

4. The Closeout Report shall be submitted online using the provided format and following instructions from the WaterWorks grant administrator and will include closeout documentation.
 - a. The Closeout Report is due thirty (30) days after the end date of the PROJECT or not later than **October 31, 2022**.
- E. Failure to submit the aforementioned Quarterly Report on the PROJECT progress within ninety (90) days of the due date may be cause for the COUNTY to terminate this agreement for non-performance. Termination would require the return of any funds advanced but not already spent executing the PROJECT, as well as forfeiture of AWARD funds for activities not completed by termination date.
- F. Failure to provide all of the aforementioned documentation may result in the need to withhold part or all of the AWARD.
- G. Costs eligible for payment shall be limited to those costs identified in the Budget (Exhibit B) and incurred during the effective dates of this Agreement.
- H. Any and all activities to be funded by this Agreement to the RECIPIENT shall be completed by the End Date of **September 30, 2022**. If needed, an Agreement Amendment may be granted to extend the terms of the contract beyond the end date, adjust the scope of work, or change the budget details (but not increase the total AWARD amount), conditioned upon approval by KING COUNTY. The extension must be requested and approved at least sixty (60) days in advance of the original end date.
- I. The RECIPIENT agrees to acknowledge the COUNTY in all media, publications, and signage that are produced as part of the PROJECT. This includes press releases, public service announcements, posters, flyers, signage, Web pages, blogs, and videos. The RECIPIENT will use the wording provided in Exhibit C of this Agreement (Credit and Disclaimers).

Section 3. Legal and Administrative Relations:

- A. The RECIPIENT shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles and to meet the requirements of all applicable state and federal laws. The RECIPIENT shall maintain and submit to the COUNTY any such records as the COUNTY may require to conduct any audit of the PROJECT it may elect to conduct or to substantiate expenditures paid for by this AWARD. The RECIPIENT shall maintain and retain books and records related to the Agreement for at least three (3) years after the termination of said Agreement.
- B. The COUNTY's financial assistance to the RECIPIENT shall be construed by the parties as a special disbursement to the RECIPIENT to fund activities, as described herein that generally benefit the COUNTY's efforts to leverage or complement the water quality mission of the regional wastewater system. The COUNTY's sole obligation under this

agreement shall be to provide funds to the RECIPIENT and this agreement shall not be construed as a contract for services between the RECIPIENT and the COUNTY, or as establishing a principal agent relationship between the COUNTY and the RECIPIENT. No joint venture or partnership is formed as a result of this Agreement.

- C. The RECIPIENT shall be solely responsible for the recruiting, training, and supervision of its employees and volunteers. Individuals hired and paid by the RECIPIENT shall not, in any event, be construed to be employees of, or contractors to, the COUNTY and the RECIPIENT shall defend, indemnify and hold harmless the COUNTY from any and all claims arising from any contention that said individuals are employees of, or contractors to, the COUNTY. This condition shall survive the termination of this Agreement. All actions undertaken under the funding provided by the terms of this agreement are, as between the COUNTY and the RECIPIENT, the sole responsibility of the RECIPIENT. No employees, agents, volunteers, or contractors of RECIPIENT shall be deemed, or represent themselves, to be employees of the COUNTY.
- D. RECIPIENT agrees for itself, its successors, assigns or by others including, without limitation, all persons directly or indirectly employed by RECIPIENT, or any agents, contractors, subcontractors, consultants, subconsultants, volunteers, licensees or invitees of RECIPIENT, to defend, indemnify, and hold harmless the COUNTY, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to RECIPIENT's exercise of rights, privileges, and obligations under this Agreement, except for the COUNTY's sole negligence. RECIPIENT's obligations under this section shall include, but not be limited to all of the following: (i) The duty to promptly accept tender of defense and provide defense to the COUNTY with legal counsel acceptable to the COUNTY at RECIPIENT's own expense; (ii) Indemnification of claims made by RECIPIENT's own employees or agents; and (iii) Waiver of RECIPIENT's immunity under the industrial insurance provisions of Title 51 R.C.W. but only to the extent necessary to indemnify the COUNTY, which waiver has been mutually negotiated by the Parties.

In the event it is necessary for the COUNTY to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from RECIPIENT. The provisions of this Section 3.D shall survive the expiration, abandonment, or termination of this Agreement.

- E. Nothing in this Agreement shall be construed as prohibiting the RECIPIENT from undertaking or assisting projects developed outside the purview of this Agreement, or entering into agreements with other parties to undertake said projects in accordance with whatever terms and conditions may be agreed to between the RECIPIENT and other parties.
- F. The COUNTY shall be under no obligation to continue this agreement and may request partial or full reimbursement of payments it made to the RECIPIENT should the

- RECIPIENT fail to perform according to the terms and conditions of this Agreement, whether or not failure to perform is within the RECIPIENT's control.
- G. This Agreement may be amended at any time by written concurrence of the parties through a formalized Amendment Agreement Form and will terminate upon fulfillment of all obligations contained herein.
- H. The COUNTY may terminate this Agreement immediately for cause. If this Agreement is terminated the RECIPIENT shall return any unused portion of the funds advanced up to the date of termination.
- I. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.
- J. In its performance under this Agreement the RECIPIENT shall not discriminate against any person on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, age except by minimum age, and retirement provisions, unless based upon a bona fide occupational qualification, and the RECIPIENT shall not violate any of the terms of chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination in employment.
- K. Authority: Representations and Warranties. Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the entity for whom he or she is signing.
- L. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.
- M. The effective date of this agreement is the date of COUNTY signatory.

AGREEMENT SIGNATURE PAGE

City of Pacific by:

Signature: Leanne Guier

Leanne Guier, Mayor

Date: 5/10/2020

KING COUNTY by:

Signature: _____

Jim Bolger, Section Manager, Wastewater Treatment Division

Date: _____

EXHIBIT A: SCOPE OF WORK

The task(s) set forth below summarize the RECIPIENT's activities to be performed under this agreement to complete the PROJECT. All activities in the following tasks, including deliverables, must be completed by the expiration date of this agreement unless otherwise modified through an Agreement Amendment Form and approved by the COUNTY in writing.

Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.

Project Outcomes:

The project successes will include: Locating I/I issues that can be repaired at a reasonable cost without using costly dig and replace methods; We receive cooperation from property owners to repair the sources of the I/I; The project removes I/I and returns more surface water to streamflow for habitat.

Scope of Work:

Task #	Tasks and Activities	Measurable Results/Deliverables	Timeframe and % of overall effort
1	CONSULTANT SELECTION: Advertise for, Select and Negotiate Consultant / Contractor	Staff members will spend 15 – 20 hours preparing RFP and selecting consultant / contractor.	June 2020 5 %
2	CONTRACT NEGOTIATIONS AND AWARD	Staff members will spend 8 – 10 hours preparing contract, resolution, and agenda bill.	July 2020 5 %
3	TESTING AND REPORT PREPARATION	Contractor / consultant will conduct 50,000 -60,000 linear feet of pipe testing smoke tests, record findings, and prepare report and recommendations. Staff members will spend 25 – 30 hours reviewing consultant work, and managing project, and submitting invoices to County.	July - August 2020 70 %
4	IMPLEMENTATION OF RECOMMENDATIONS	Staff members will spend 40 – 60 hours notifying property owners of required repairs and monitoring progress.	September – October 2020 15 %
5	PROJECT CLOSE-OUT	Staff members will prepare close-out reports for King County an WA State.	October 2020 5 %
6	FUNDING ACKNOWLEDGEMENT	The City of Pacific will acknowledge King County WTD as a funding source in any outreach and print materials created for the project.	Ongoing (included in above tasks)

EXHIBIT B: BUDGET

Costs are limited to those approved by the COUNTY in the current Budget. Costs should be reasonable and necessary to carry out the task. All activities and PROJECT expenditures must be completed according to this agreement unless otherwise modified through an Agreement Amendment Form and approved by the COUNTY in writing.

Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.

An Agreement Amendment must be completed and approved to change a scope of work, request an extension, or if the budget expenditure category might deviate more than ten percent (10% of award total) for projects over \$50,000; OR for projects less than or equal to \$50,000, if the change is greater than \$5,000. For more information, contact your grant administrator.

BUDGET CATEGORY	ITEMS: Description (rate or unit x quantity)	GRANT AWARD	CASH MATCH	IN-KIND MATCH	CATEGORY SUBTOTAL	SOURCE OF MATCH (indicate if pending or secured)
Staff salaries & benefits	Estimated cost of time for staff to manage consultant and work with stakeholders			\$10,000.00	\$10,000.00	Local Enterprise Funds
Staff salary using billing or fully burdened rates					\$0.00	
Project supplies, materials, and equipment	Mailings and other project notifications		\$1,000.00		\$1,000.00	Local Enterprise Funds
Commercial services	Translation Services		\$1,500.00		\$1,500.00	Local Enterprise Funds
Consultant/contractor services	Cost of consultant / contractor to: conduct smoke tests; record findings; prepare report identifying system failure and making recommendations.	\$75,000.00		\$12,500.00	\$87,500.00	Local Enterprise Funds
Transportation					\$0.00	
Other costs					\$0.00	
Project Subtotal		\$75,000.00	\$2,500.00	\$22,500.00	\$100,000.00	
Overhead					\$0.00	
Grand TOTAL		\$75,000.00	\$2,500.00	\$22,500.00	\$100,000.00	

EXHIBIT C: ACKNOWLEDGEMENTS AND DISCLAIMERS



King County

Department of Natural Resources and Parks
Wastewater Treatment Division

Logo and logo standards: For electronic versions of the official logos and logo standards, contact your grant administrator. **The above logo must be included on all printed documents and electronic media** produced in carrying out the PROJECT. This includes signage, posters, documents, brochures, flyers, newsletters, newspaper advertising, Web pages, blogs, and videos.

Credit for materials produced as part of the PROJECT: Acknowledge PROJECT funding by including the following sentence with the logo:

This project is funded by the King County Wastewater Treatment Division

If your PROJECT has multiple funders, it can say:

This project is funded in part by the King County Wastewater Treatment Division

Disclaimer language: For items where opinions or advice or a list of organizations or businesses are included in the copy (e.g., an interpretive panel, a guidebook, or a directory), please add the following disclaimer sentence:

The content herein does not constitute an endorsement by King County government, its employees, or its elected and appointed officials.

EXHIBIT D: AGREEMENT TERMS AND PROCEDURES

ACKNOWLEDGMENT: Please acknowledge KING COUNTY in all written and electronic media (publications, signage, press releases, public service announcements, posters, flyers, Web pages, videos, PowerPoint presentations, etc.). Refer to Exhibit C for further information.

ADVANCE: Advance payments are allowed in some cases at the discretion of the COUNTY; documentation of payments made from advances shall be submitted to the COUNTY and approved prior to any further payments of AWARD funds.

AGREEMENT AMENDMENT: This document must be completed and approved to change a scope of work, request an extension, or if the budget (Exhibit B) might deviate in any PROJECT cost categories by an amount equal to or greater than ten percent (10%) of the total AWARD amount if the award is greater than \$50,000, OR if the budget may deviate more than \$5,000 for projects less than \$50,000. This form is available from your grant administrator.

BALANCE OF AWARD: Any amount of your AWARD not spent on this PROJECT, or not documented with approved backup documentation, must be returned to KING COUNTY, if an advance was issued.

CLOSEOUT REPORT: This report documents the successful completion of the PROJECT according to the scope of work. The Closeout Report is due thirty (30) days after the end of your agreement period and must be submitted online, following instructions from the WaterWorks grant administrator. This includes two sections:

1. Financial Closeout documenting the records of expenditures for the PROJECT (reconcile your project expenses, award, cash, and in-kind match).
2. Narrative Closeout documenting the successful completion of the PROJECT according to the scope of work. The final report will include a narrative, outreach materials, copies of communication materials, and tools created for and about the PROJECT.

ELIGIBLE CHARGES: Only expenses in the categories listed in the budget (Exhibit B) of this grant agreement can be covered by this AWARD and only up to the indicated amount without prior authorization.

END DATE: The end of the time period to complete activities funded by this agreement. Any activities or expenses incurred after this date cannot be reimbursed or covered by this agreement.

FINANCIAL RECORDS: Maintain a record of your expenditures to conform to generally accepted accounting principles. Retain records for at least three (3) years after the end date of your agreement. It is highly recommended that if you use a computer to track your project expenses you assign a code to this grant. If you keep track of your expenses manually, you will need to make copies of your receipts or other “manual” documents. This way, you will be able to document your expenses.

MATCH: Keep track of cash and/or in-kind match amount as it is described in your budget (Exhibit B) because it must be documented in your Financial Closeout Report.

MILESTONE: Milestones are considered significant actions or events marking important progress or change in the stage of development of the project.

QUARTERLY REPORTS: This report includes two sections; a progress section that provides a status report on the progress of activities and tasks identified in the scope of work; and an expense section for reimbursement of costs each quarter. The quarterly reports are due thirty (30) days after the end of each quarter. Quarterly reports must be submitted even if no work was completed towards tasks or if no expenses were incurred during the quarter.

SCOPE OF WORK: Keep track of your activities as they relate to the scope of work you provided (Exhibit A). You will have to document the progress when submitting your Quarterly Reports and Closeout Report.

START DATE: The start date of this agreement (same as effective date) is the date of the COUNTY signatory. Expenses can be posted as of the start date of your agreement but not sooner. Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.

EXHIBIT E: FUNDING AUTHORITY

The funding authority for this AWARD comes from the COUNTY, through its Department of Natural Resources and Parks, which operates a regional system of sewage treatment and conveyance facilities for which it collects charges from local governments. Said charges constitute the source of revenue for operation of the COUNTY's sewage treatment system. By agreement with said local governments, this revenue can be used only to fund expenditures that are related to the development, operation, maintenance, and replacement and improvement of said system. By budget authority, the COUNTY funds activities related to the regional water quality objectives advanced by the development of the sewage treatment system.

Certificate Of Completion

Envelope Id: FDD019B8AAFF4D49B8534BD7A23B1502	Status: Sent
Subject: Please DocuSign - WaterWorks Agreement for Sanitary Sewer Infiltration and Inflow (I/I) Study	
Source Envelope:	
Document Pages: 13	Signatures: 0
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Kelley Govan
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	130 Nickerson St
	Suite 100
	Seattle, WA 98109
	kgovan@kingcounty.gov
	IP Address: 198.49.222.20

Record Tracking

Status: Original	Holder: Kelley Govan	Location: DocuSign
7/16/2020 10:07:57 AM	kgovan@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County General (ITD)	Location: DocuSign

Signer Events

JAMES MORGAN
 jmorgan@ci.pacific.wa.us
 Security Level: Email, Account Authentication (None)

Signature

Timestamp

Sent: 7/27/2020 2:08:53 PM
 Viewed: 7/27/2020 2:10:31 PM

Electronic Record and Signature Disclosure:
 Accepted: 7/27/2020 2:08:15 PM
 ID: ca52b919-e867-45e1-9d91-d4cd4cf88736

Jim Bolger
 jbolger@kingcounty.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Jim Morgan
 jmorgan@ci.pacific.wa.us
 Security Level: Email, Account Authentication (None)



Sent: 7/16/2020 10:24:57 AM
 Viewed: 7/27/2020 2:08:15 PM
 Completed: 7/27/2020 2:08:52 PM

Using IP Address: 146.129.245.222

Electronic Record and Signature Disclosure:
 Accepted: 7/27/2020 2:08:15 PM
 ID: ca52b919-e867-45e1-9d91-d4cd4cf88736

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Elizabeth Loudon
 Elizabeth.Loudon@kingcounty.gov
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Certified Delivery Events	Status	Timestamp
Not Offered via DocuSign		
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/27/2020 2:08:53 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO King County ITD (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, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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 signing session and, if you elect to create a DocuSign signer account, you may access them 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. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and 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 Carahsoft OBO King County ITD:

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: bob.johnson@kingcounty.gov

To advise Carahsoft OBO King County ITD of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bob.johnson@kingcounty.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft OBO King County ITD

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 e-mail to bob.johnson@kingcounty.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO King County ITD

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to bob.johnson@kingcounty.gov and in the body of such request you must state your e-mail, full name, US Postal 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

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials 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 verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an 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 on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO King County ITD as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO King County ITD during the course of my relationship with you.