KING COUNTY

1200 King County Courthouse 516 Third Avenue Seattle, WA 98104

Signature Report

Ordinance 19681

	Proposed No. 2023-0262.2 Sponsors von Reichbauer
1	AN ORDINANCE relating to risk management policies
2	including the processing and disposition of claims and
3	lawsuits against the county; and amending Ordinance 3581,
4	Section 1, as amended, and K.C.C. 2.21.010, Ordinance
5	3581, Section 2, as amended, and K.C.C. 2.21.020,
6	Ordinance 11984, Section 3, as amended, and K.C.C.
7	2.21.030, Ordinance 12076, Section 38, as amended, and
8	K.C.C. 2.21.040, Ordinance 3581, Section 6, as amended,
9	and K.C.C. 2.21.050, Ordinance 3581, Section 7, as
10	amended, and K.C.C. 2.21.060, Ordinance 3581, Section 8,
11	as amended, and K.C.C. 2.21.070, Ordinance 3581, Section
12	9, as amended, and K.C.C. 2.21.080, Ordinance 3581,
13	Section 10, as amended, and K.C.C. 2.21.090, and
14	Ordinance 3581, Section 11, as amended, and K.C.C.
15	2.21.100.
16	BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:
17	SECTION 1. Ordinance 3581, Section 1, as amended, and K.C.C. 2.21.010 are
18	hereby amended to read as follows:

The purpose of this chapter is to establish risk management policies for the county
and to define procedures for the executive and the prosecuting attorney regarding the
processing and disposition of claims and ((claims)) lawsuits against the county.
SECTION 2. Ordinance 3581, Section 2, as amended, and K.C.C. 2.21.020 are
hereby amended to read as follows:
The definitions in this section apply throughout this chapter unless the context
clearly requires otherwise:
A. "Chief civil deputy" means the chief deputy of the civil division ((, office of
the prosecuting attorney)) or ((the chief civil deputy's)) designee;
B. "Civil division" means the civil division of the office of the ((King County))
prosecuting attorney;
C. "Claim((s))" means any claim that names the county, or any of its officers,
employees, or agents, whether employed or engaged in the past or in the present, while
acting in ((good faith with no reasonable cause to believe the conduct was unlawful and
within the scope of the county officer, employee or agent's)) service to or employment
with the county, as a cause or causes of injury or damage, and that alleges a tort cause of
action and asks for money damages;
D. "Committee" means the risk management committee established by K.C.C.
2.21.040;
E. "Enterprise risk management" means a countywide approach to risk
management that proactively identifies and addresses potential risks across all operations.
It is designed to ensure that organizational leadership integrates consideration of risk into

41	the county's culture and processes, including, but not limited to, business and strategic
42	planning and performance measurement;
43	F. "Lawsuit" means any lawsuit that names as a defendant the county, its officers,
44	employees, or agents, whether employed or engaged in the past or in the present, while
45	acting ((in good faith)) within the scope of ((their official duties)) service to or
46	employment with the county, that alleges a tort cause of action and that asks for money
47	damages;
48	G. "Risk management" means a coordinated and continuous management process
49	to identify potential loss exposures, to apply reasonable and effective risk controls, and to
50	((insure)) ensure that the financial integrity of the county is not impaired after a loss; and
51	H. "Safety manager" means the manager of the ((safety and claims management))
52	central employee services division of the department of ((executive services)) human
53	resources.
54	SECTION 3. Ordinance 11984, Section 3, as amended, and K.C.C. 2.21.030 are
55	hereby amended to read as follows:
56	A. The office of risk management services is established in K.C.C. chapter 2.16.
57	The manager of the office of risk management services shall be the risk manager, who
58	shall report directly to the director of the department of executive services and have the
59	following duties: ((-
60	\underline{B} .))1. (($\underline{The \ risk \ manager \ shall \ b}$)) \underline{B} e responsible for \underline{the} administration of the
61	county's insurance and risk management program((-));
62	2. ((The risk manager shall c))Coordinate with the civil division on the
63	following:

64	a. contractual matters giving rise to potential liability on the part of the county
65	((. The risk manager shall));
66	b. sharing information pertinent to claims and lawsuits against the county; and
67	c. ((seek the)) seeking advice ((of the civil division)) as to appropriate
68	language regarding ((insurance,)) indemnification, releases, and hold harmless
69	clauses((-)) and ((Thereafter, t risk manager shall advise)) advising department directors
70	((and division managers)) or designees concerning these matters, and on appropriate
71	language regarding insurance, as part of a coordinated process before finalization of
72	county contracts((-));
73	3. ((The risk manager shall be the chairperson of the committee and shall
74	advise)) Informing the committee concerning insurance, risk management policies,
75	broker selection, and other appropriate matters((-));
76	4. ((With the approval of the committee, the risk manager shall select))
77	Selecting appropriate insurance brokers by use of a competitive procurement process for
78	the marketing <u>and selection</u> of insurance and related services((-));
79	5. ((The risk manager shall be)) Being responsible for the purchasing and
80	administration of all insurance policies, funded self-insurance programs, and related
81	services, as are consistent with good risk management policy and the needs of the
82	county((. In purchasing insurance policies, the risk manager shall obtain the approval of
83	the committee.));
84	6. ((The risk manager shall advise)) Advising all county departments and ((other
85	county)) agencies regarding risk management and reduction of risk and exposure to loss,
86	((including)) which shall include, but not be limited to, the following:

87	<u>a.</u> programs and precautions for safety ((to reduce));
88	b. reducing hazards to the public that may exist in county facilities and
89	operations((, and));
90	c. utilizing enterprise risk management in order to integrate risk management
91	processes countywide; and
92	d. proactively identifying, ((analyze, respond)) analyzing, responding to, and
93	((monitor)) monitoring risks and opportunities for risk-reduction((. The risk manager
94	shall)), including making recommendations to all county departments and agencies
95	regarding the safety of the public using county facilities or services;
96	$\underline{7}$. ((e)) \underline{C} ooperate with the safety manager in areas in which, in the opinion of
97	the risk manager, the safety of employees and of the public requires coordinated
98	programs((. The risk manager shall also be responsible for answering));
99	8. Answer all insurance or funded self-insurance coverage questions((. The risk
100	manager shall be responsible for the evaluation of));
101	9. Evaluate current and future county or departmental insurance coverage
102	programs, and have the authority to take actions that are in the best interests of the
103	county((-));
104	$((7. \text{ The risk manager shall have the power,})) \underline{10.} ((s))\underline{S}ubject to budget$
105	((authorization)) appropriation, ((to)) contract for ((such)) outside assistance and perform
106	((such)) other acts as ((are)) necessary to carry out the risk manager's responsibilities in
107	an expeditious manner $((-))$:
108	((8. The risk manager is responsible for establishing)) 11. Establish reserve
109	requirements for all claims and lawsuits and ((recommending)) recommend financing

plans and budget actions to assure that adequate resources are available to meet risk	
management financing requirements((-));	
((9. The risk manager is responsible for)) 12. ((r))Risk identification, contra	ol
and reduction; ((, including authority to make recommendations to all county department	ients
and agencies regarding the safety of the public using county facilities or services.	
C.1. The risk manager shall have the power to e)) 13. Employ the services of	f
claims specialists or other persons who are necessary to process claims in an equitable	le
and expeditious manner((-	
2. The risk manager shall cooperate with the civil division in coordinating	
information pertinent to claims and lawsuits against the county.));	
((3. The risk manager shall)) 14. ((d))Dispose of claims as authorized in K.	C.C.
2.21.070.((E.)) <u>D.;</u>	
((4. The risk manager shall)) 15. ((m)) Maintain complete histories of all cla	aims
and claims litigation, insured or funded self-insurance, loss histories, and investigation	ons
of claims. The risk manager shall be responsible to ensure that complete files are	
maintained of all claims asserted against the county and all incidents reported to the	
office of risk management services sufficient to document at least a $((five))$ ten-year	
claims history($(-)$);	
((D.1. The risk manager shall report quarterly)) 16. Provide a quarterly letter	<u>er</u> to
the council on claims that have been closed with an indemnity payment in the amoun	t of
one hundred thousand dollars or more. The report shall: identify the claimant; descri	ibe
the claim; identify the amount of the indemnity payment; identify if the payment was	a
result of a settlement, a judgment, or a payment to an insurance company or other par	rty;

and include any other information the risk manager believes would be helpful to the
council in understanding the nature of the claim. The ((report shall take the form of a))
letter ((with an attached)) shall include a table that provides the information required in
this ((section)) subsection. The quarterly ((report is)) letter should be due ((thirty))
forty-five days after the end of each calendar quarter of the year; ((-
2. The risk manager ₁)) 17. $((\Theta))$ On or before March 31 of each year $((shall))$,
provide an annual report to the council on the performance of the risk management
program. The annual report shall include, ((including)) but not be limited to, the number
of claim filings, amount of claim payments, insurance coverage ((and)), self-insured
retention. The annual report shall also include)), and enterprise risk management results
for the previous year and plans for the current year, including, but not limited to,
enterprise risk management goals, priorities, agency actions, and measurable results.
$((E_{-}))$ <u>B.</u> The <u>executive shall electronically file the</u> report $((s))$ <u>and letter</u> required
by this section with the clerk of the council, who shall ((be filed in the form of a paper
original and)) retain ((an)) electronic ((copy with the clerk of the council, who shall
retain the original and)) copies and provide ((an)) electronic ((copy of the report)) copies
to all councilmembers, the council chief of staff, and the lead staff for the government
accountability and oversight committee, or its successor.
SECTION 4. Ordinance 12076, Section 38, as amended, and K.C.C. 2.21.040 are
hereby amended to read as follows:
A. There is created a risk management committee to be composed of the risk
manager, ((the safety manager;)) the chief civil deputy, and the director of the office of
performance, strategy and budget. The risk manager shall chair the committee. ((The

safety manager shall be a nonvoting member of the committee and shall inform and
advise the committee on safety matters and coordinate employee safety programs with
the risk identification and control functions of the committee.))
B. The risk management committee shall:
1. Make recommendations to the council and executive regarding risk
management policy ((and shall cause the policy to be established and kept current));
2. ((Approve the selection of insurance brokers chosen as a result of a
competitive procurement process;
3.))Advise the risk manager on matters concerning the purchase of insurance
policies, and advise on the design of insurance and funded self-insurance programs; and
((4.))3. Advise the risk manager concerning matters of risk management
policy((; and
5. Approve the purchase of all insurance policies)).
SECTION 5. Ordinance 3581, Section 6, as amended, and K.C.C. 2.21.050 are
hereby amended to read as follows:
A. This section is consistent with and implements RCW 36.27.020, which makes
the prosecuting attorney the legal advisor of the county.
B.1. Subject to the other provisions of this chapter, the county shall provide legal
representation and indemnification to protect county officers, employees, and agents,
whether employed or engaged in the past or the present, and their marital communities,
from personal liability for alleged violations of civil or criminal law resulting from or
based upon alleged acts or omissions of the officers, employees, or agents. To have the
benefit of the legal representation and indemnification, the county officer, employee, or

agent must have performed or acted in good faith, ((with no reasonable cause to believe
the conduct was unlawful and)) within the scope of the county officer's, employee's, or
agent's service to or employment with the county, and with no reasonable cause to
believe the conduct was unlawful.
2. The civil division shall provide legal advice to the risk manager regarding the
disposition of all claims against the county.
3. The civil division shall keep the risk manager advised of the current status
and progress of all $claim((s))$ litigation.
4. The civil division shall direct any recommendations for settlement of claims
or lawsuits to the authority designated by K.C.C. ((4.21.030 and 4.21.080)) 2.21.070.D.
and 2.21.080.D., as having final settlement authority. In recommending settlement of
claims or lawsuits for more than fifty thousand dollars, the civil division shall consult, in
conjunction with the office of risk management services, with the department or ((other
county)) agency most involved with the litigation or named as a party to the lawsuit.
5. In reviewing contract language involving indemnification, releases, or hold
harmless clauses ((or insurance matters)), the civil division shall provide advice to the
risk manager, department directors, or designees.
6. The prosecuting attorney may contract with outside counsel for legal services
where appropriate.
7. The chief civil deputy ((of the civil division)) shall resolve any questions
relating to:

a. whether a county ((official)) officer, employee, or agent acted in good faith
with no reasonable cause to believe the conduct was unlawful, and within the scope of the
county officer's, employee's, or agent's service to or employment with the county;
b. whether, for purposes of the issues raised by a particular claim or lawsuit, a
person is in fact a county ((official)) officer, employee, or agent; or
c. whether or not a county officer, employee, or agent performed or acted as
required to have the benefit of county legal representation and indemnification.
C. Any reasonable costs and expenses incurred in the provision of legal
representation and indemnification for criminal law allegations, driving infractions, and
professional licensing matters shall be paid from the funds appropriated to the particular
county department or agency employing or retaining the affected county officer,
employee, or agent, unless the risk manager approves payment for such costs and
expenses out of the risk management fund. Any reasonable costs and expenses incurred
in the provision of legal representation and indemnification for tort claims and lawsuits
shall be paid from available insurance or funded self-insurance program.
SECTION 6. Ordinance 3581, Section 7, as amended, and K.C.C. 2.21.060 are
hereby amended to read as follows:
A. All county departments ((OF)) and agencies and the officers, employees, and
agents of those departments and agencies shall cooperate fully and in good faith with the
risk manager and the civil division in the investigation and defense of claims and
lawsuits. When deemed necessary by the chief civil deputy or deputy prosecutor
assigned to the case, the assistance may include, but not be limited to, the providing of

222	testimony and exhibits for use in litigation. Any request for information by the office of
223	risk management services shall be considered a request by the civil division.
224	B. Except as specifically directed by the risk manager or the civil division, a
225	county department or agency, ((or)) a county ((official)) officer or ((speaking agent))
226	designee, or an employee or agent represented by the civil division or by outside counsel
227	at the county's expense should not:
228	1. Negotiate or otherwise affect the settlement of a claim or lawsuit against the
229	county; or
230	2. Make an admission of liability involving a claim or lawsuit against the
231	county.
232	C. Except as specifically directed by the risk manager or the civil division, a
233	county department or agency, ((or)) a county ((official)) officer or ((speaking agent))
234	designee, or an employee or agent represented by the civil division or by outside legal
235	counsel at the county's expense should not:
236	1. Discuss, with persons who are not county employees, incidents that could
237	reasonably lead to claims or lawsuits against the county; or
238	2. Discuss, with persons who are not county employees, incidents that are the
239	subject of pending claims or lawsuits.
240	D. In the event of an accident, incident, or occurrence causing bodily injury or
241	property damage involving county vehicles, property, or personnel acting within the
242	scope of their employment, the knowledgeable county officers, employees, and agents
243	shall provide notice to the office of risk management services as soon as practicable. The

notice shall include all reasonably obtainable information with respect to the time, place,

and circumstances of the accident, incident, or occurrence and the names and addresses
of all knowledgeable county personnel, injured or affected parties, and available
witnesses.
SECTION 7. Ordinance 3581, Section 8, as amended, and K.C.C. 2.21.070 are
hereby amended to read as follows:
A.1. All claims against the county for damages arising out of tortious conduct
shall be presented to and filed with the risk manager by use of the electronic claim filing
system managed by the office of risk management services, or a claim form provided by
the county or the state.
2. All such claims shall be verified by oath or affidavit and shall:
a. state the claimant's name, date of birth, and contact information;
b. describe the conduct and circumstances that brought about the injury or
damage;
c. describe the injury or damage;
d. state the time and place the injury or damage occurred;
e. state the names of all persons involved, if known; and
f. state the amount of damages claimed, together with a statement of the actual
residence of the claimant at the time of presenting and filing the claim and for a period of
six months immediately before the time the claim arose.
3. If the claimant is incapacitated from verifying, presenting, and filing the
claim, if the claimant is a minor or if the claimant is a nonresident of the state, the claim
may be verified, presented, and filed on behalf of the claimant by any relative, attorney,
or agent representing the claimant. With respect to the content of such claims, this

section shall be liberally construed so that substantial compliance will be deemed
satisfactory.
B. An action shall not be commenced against the county for damages arising out
of tortious conduct until a claim has first been presented to and filed with the risk
manager and sixty calendar days have passed after the date of filing.
C. This section shall not affect the applicable period of limitations within which
an action must be commenced, but the period shall begin and shall continue to run as if
no claim were required.
D.1. For all claims of one hundred thousand dollars or less, the risk manager shall
have the final payment authority and shall make final disposition by either granting or
denying the claim((;)).
2. For all claims ((over)) more than ten thousand dollars, the risk manager shall
seek the advice of the civil division before final disposition.
3. For all claims ((above)) more than one hundred thousand dollars, the county
executive shall make final disposition after receiving advice from the civil division and
the risk manager.
SECTION 8. Ordinance 3581, Section 9, as amended, and K.C.C. 2.21.080 are
hereby amended to read as follows:
A. Service of a summons and complaint shall be as provided in K.C.C. 2.04.010.
Any county ((official)) officer or employee who is served with a summons and complaint
in a lawsuit against the county or against any of its ((officials)) officers, employees, or
agents alleged to be acting in their official capacities shall immediately forward the

290	summons and complaint to the office of the manager of the records and licensing services
291	division at kcserviceofsummons@kingcounty.gov.
292	B. The manager of the records and licensing services division, upon receiving
293	service of the summons and complaint shall immediately forward the summons and
294	complaint to the civil division. The civil division shall docket the lawsuit and forward a
295	copy of the summons and complaint to involved department and to the office of risk
296	management services for lawsuits covered by the risk management fund.
297	C. The prosecuting attorney shall defend, or provide for the defense of, all
298	lawsuits against the county or any of its ((officials)) officers, employees, or agents,
299	((acting)) having performed or acted in good faith within the scope of the county
300	officer's, employee's, or agent's service to or employment with the county, and with no
301	reasonable cause to believe the conduct was unlawful ((and within the scope of the
302	county officer, employee or agent's service to or employment with the county)), as long
303	as the individuals discharge their obligations in K.C.C. 2.21.060.
304	D. Final authority for settlement of self-insured lawsuits shall be as follows:
305	1. The risk manager, acting with the advice of the civil division, may authorize
306	settlements of one hundred thousand dollars or less; and
307	2. The executive, acting with the advice of the civil division and the risk
308	manager, may authorize settlements of more than one hundred thousand dollars.

hereby amended to read as follows:

SECTION 9. Ordinance 3581, Section 10, as amended, and K.C.C. 2.21.090 are

A. The purpose of this section is to protect county officers, employees, agents.
and their marital communities from personal liability for acts committed by those
individuals in good faith and within the scope of their official county duties.
B. The chief civil deputy shall determine all questions relating to scope and status
in accordance with K.C.C. 2.21.050.B.7.
C. When a county officer, employee, agent, or the marital community of the
county officer, employee, or agent is sued in a lawsuit for an act or alleged act falling
within the scope of the officer's, employee's, or agent's official duties, the prosecuting
attorney shall be responsible for defense of that person or community in accordance with
K.C.C. 2.21.050, 2.21.060 and 2.21.080 and this section.
D. This section may not apply if a claim or lawsuit is covered fully by insurance.
E. If a possible conflict exists between the county and a county ((official))
officer, employee, or agent acting in good faith within ((the)) their scope of the person's
official duties((of the county official, employee or agent)), and with no reasonable cause
to believe the conduct was unlawful, the prosecuting attorney may, at the prosecuting
attorney's sole discretion, appoint outside counsel as a special deputy prosecuting
attorney to represent the person. In those cases, the county shall be responsible for
payment of costs incurred in the defense.
F.1. Subject to the other provisions of this chapter, the county shall provide legal
representation and indemnification to protect county officers, employees, agents, and
their marital communities from personal liability for alleged violations of civil or
criminal law resulting from or based upon alleged acts or omissions of the officers,
employees or agents. To have the benefit of the legal representation and

indemnification, the county officers, employees, or agents must have performed or acted
in good faith, with no reasonable cause to believe the conduct was unlawful and within
the scope of the county officer's, employee's, or agent's service to or employment with the
county.
2. For the purposes of subsection F.1. of this section, "alleged violations of civil
or criminal law":
a. includes, but is not limited to, professional licensing matters if a complaint
has been filed regarding an officer, employee, or agent's professional license; and
b. does not include motor-vehicle-related infractions unless the chief civil
deputy determines that, in a particular instance, a motor vehicle infraction should be
included because it is in the best interests of the county.
SECTION 10. Ordinance 3581, Section 11, as amended, and K.C.C. 2.21.100 are
hereby amended to read as follows:
A. The risk manager and the civil division shall be responsible for bringing all
actions, including claims and lawsuits, for recovery of losses to the county arising out of
the acts of others. The losses may include property damages or losses that impact ((on))
the county as a result of personal injuries to county officers ((or)), employees, or agents.
In addition, the civil division may join the county as a party with any third party in a
lawsuit involving recovery of loss to the county. The prosecuting attorney may contract
with outside counsel on recovery matters where appropriate.
B. Any moneys recovered, excluding costs of recovery, by the risk manager or
civil division, on account of losses to the county shall be paid to the budget unit or
department that has expended funds or materials as a result of the loss. Any moneys

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- recovered in excess of those so expended shall be transferred to the ((insurance)) risk
- 358 management fund.

Ordinance 19681 was introduced on 9/19/2023 and passed by the Metropolitan King County Council on 10/24/2023, by the following vote:

Yes: 8 - Balducci, Dembowski, Dunn, Perry, McDermott, Upthegrove, von Reichbauer and Zahilay

Excused: 1 - Kohl-Welles

KING COUNTY COUNCIL KING COUNTY, WASHINGTON



ATTEST:

DocuSigned by:

Melani Hay

**BDE1BB375AD3422...*

Melani Hay, Clerk of the Council

APPROVED this _____ day of ______.

DocuSigned by:

Dow Constanting

Dow Constantine, County Executive

Attachments: None

Certificate Of Completion

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Signer Events

Dave Upthegrove

dave.upthegrove@kingcounty.gov

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Melani Hay

melani.hay@kingcounty.gov Clerk of the Council

King County Council

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Dow Constantine

Dow.Constantine@kingcounty.gov

King County Executive

Security Level: Email, Account Authentication

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Melani Hay

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Now Constantine

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Signing Complete	Security Checked	11/3/2023 2:29:13 PM		
Completed	Security Checked	11/3/2023 2:29:13 PM		
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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.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact King County-Department of 02:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cipriano.dacanay@kingcounty.gov

To advise King County-Department of 02 of your new email address

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

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from King County-Department of 02

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with King County-Department of 02

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

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

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

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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.

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.