

# **KING COUNTY**

1200 King County Courthouse 516 Third Avenue Seattle, WA 98104

# **Signature Report**

# FCD Resolution FCD2022-10

Proposed No. FCD2022-10.1 Sponsors

1	A RESOLUTION authorizing the chair to enter into an
2	amendment to the agreement for professional services to
3	prepare a programmatic environmental impact statement
4	on the Lower Green River Corridor Plan.
5	WHEREAS, King County Flood Control Zone District ("the District") Resolution
6	2016-05.2 expressed the District's desire to move forward with a Lower Green River
7	Corridor Plan and State Environmental Policy Act programmatic environmental impact
8	statement, and
9	WHEREAS, the District has contracted with Parametrix, Inc. for professional
10	environmental impact statement preparation services, and
11	WHEREAS, the District desires to amend the agreement as set forth in
12	Attachment A to this resolution;
13	NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
14	SUPERVISORS OF THE KING COUNTY FLOOD CONTROL ZONE DISTRICT:
15	SECTION 1. The chair of the King County Flood Control District is authorized to
16	enter into the Amendment to Contract for Consultation Services with Parametrix, Inc. for

#### FCD Resolution FCD2022-10

- 17 professional environmental impact statement preparation services to the District,
- 18 Attachment A to this resolution.

FCD Resolution FCD2022-10 was introduced on and passed by the King County Flood Control District on 9/13/2022, by the following vote:

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

KING COUNTY FLOOD CONTROL DISTRICT KING COUNTY, WASHINGTON

Dave Uptlugrove

E76CE01F07B14EF...

Dave Upthegrove, Chair

ATTEST:

— Docusigned by:

Ungul Foss
— C267B914088E4A0...

Angel Foss, Deputy Clerk of the District

Attachments: A. 2022 Amendment to Contract for Consultant Services

# 2022 AMENDMENT TO CONTRACT FOR CONSULTANT SERVICES KING COUNTY FLOOD CONTROL ZONE DISTRICT

THIS AMENDMENT amends Sections 1, 2 and 3 of the Contract for Lower Green River Corridor Plan and PEIS Project Manager Services ("Contract") between the King County Flood Control Zone District, King County, Washington, a municipal corporation of the State of Washington ("District") and Parametrix, Inc. ("Consultant"), as follows:

- A. <u>Amendment of Section 1</u>. Effective September 1, 2022, Section 1 of the Contract is amended as follows:
  - 1. <u>Scope of Services to be Performed by Consultant</u>. The Consultant shall perform the services described in Exhibit "A" to the 2022 Amendment. In performing the services, the Consultant shall comply with all federal, state and local laws and regulations applicable to the services. The Consultant shall perform the services diligently and completely and in accordance with professional standards of conduct and performance.
- B. <u>Amendment of Section 2</u>. Effective September 1, 2022 Section 2 of the Contract is amended as follows:
  - 2. <u>Compensation and Method of Payment</u>. The Consultant shall request payment for work performed using the billing invoice form at Exhibit "B." The District shall pay the Consultant according to the rates set forth in Exhibit "A" to the 2022 Amendment.

The Consultant shall complete and return to the District Exhibit "C," Tax Identification Number," prior to or along with the first billing invoice.

- C. Amendment of Section 3. Section 3 of the Contract is amended as follows:
- 3. <u>Duration of Contract</u>. This Contract shall be in force and effect for a period commencing on November 6, 2019 and ending February 29, 2024, unless sooner terminated or extended under the provisions of this Contract. Time is of the essence of this Contract in each and all of its provisions in which performance is required.

IN WITNESS WHEREOF, the parties hereto have executed this 2022 Amendment on the dates written below:

PARAMETRIX, INC.	KING COUNTY FLOOD CONTROL
By: DocuSigned by:  CEO/Partner	By: Dave Upthegrove, Board Chair
Date: 9/16/2022	Date: 9/16/2022



# SCOPE OF WORK

# King County Flood District Lower Green River Corridor Flood Hazard Management Plan Programmatic Environmental Impact Statement

#### SERVICES RELATING TO THE TIME EXTENSION

#### Task 3 - Draft PEIS

#### Task 3.1 – Project Management

The duration of project management services is extended by a period of 16 months from September 30, 2022 to January 31, 2024, commensurate with the duration of the contract extension. Consultant will:

- Update the schedule twice during this phase of services.
- Manage delivery of services, including subconsultant work, within approved budget and schedule.
- Prepare monthly invoices that include a progress letter summarizing completed and upcoming workand status of budget and schedule.
- Participate in an additional 100 meetings: 50 with the District's Project Manager and 50 with the District's
   Executive and the District's Project Manager. Note that the contract duration is 70 weeks, meaning that
   each of these types of meetings will not occur every week accounting for relatively quiet periods of the
   project and vacations. Additional consultant staff will participate in fewer meetings as shown in the table
   below.
- Maintain project records.

#### **Number of Additional Meetings**

Attendees:	Meetings with the District's Project Manager	Meetings with the District's Executive and the District's Project Manager
Parametrix Project Manager	50	50
Parametrix SEPA Lead	40	40
Cascadia Policy Solutions Strategist	40	40
Lund-Faucett Outreach Lead	35	35

#### Assumptions

- Milestone schedule will be prepared using Microsoft Project.
- Strategy meetings will each be 90 minutes in duration. The project manager will spend an additional 30 minutes for notes and coordination for each meeting.

1

• Coordination with subconsultants and Parametrix staff will require an additional 2 hours per week for the project manager for the duration of the contract extension.

#### Deliverables

- Draft and final milestone schedule
- Monthly invoice packages in a format as specified by the District
- Written notes from weekly strategy meetings or calls distributed to the project team for concurrence

#### **NEW SERVICES**

#### Task 3.10 – Public Engagement and Communications

The Consultant will expand public engagement services to include:

- Sixteen (16) additional meetings and calls coordinating with the PEIS team in support of equity and social justice (ESJ) analyses.
- Twenty-five (25) additional meetings with community navigators to enhance project education and relationship building.
- Seventy (70) weekly emails, summarizing and reporting ongoing activities to District Executive.
- An additional 960 hours of compensation to community navigators to reflect the substantial expansion of the role of the community navigators.
- An additional 120 gift cards (\$30 value each) for community leader compensation.
- An additional publication for the advertisement of PEIS availability, including content development, coordination with the publication, and publication expense.
- Developing a District-specific presence on social media (e.g., Facebook page).
- Present / participate at District meetings and / or related committee meetings (advisory or executive steering committees (up to 4)

#### Assumptions

- Each ESJ coordination meeting or call will be approximately 1.5 hours.
- Each meeting with the community navigators will require approximately two hours.
- Each District or committee meeting will require approximately two hours.

#### Deliverables

- Draft and final notes for meetings pertaining to ESJ support and meetings with community navigators
- Weekly emails
- Accounting in monthly invoices of compensation paid to community leaders and navigators
- Social media materials

Draft, revised draft, and final advertisement

#### Task 3.11 – Additional Translation and Interpretation Services

The Consultant will expand translation services by translating up to 200 pages of PEIS materials in three additional languages.

Translation of "meetings in a box" materials provided to community navigators. The specific materials to be translated will be confirmed in future meetings with the navigators but are assumed to include basic project information and how to comment in the format recommended by the navigators. The materials will be translated into eight (8) languages.

#### Assumptions

Translation services are based on general estimates. Specifics of the documents to be translated will be
determined at a later date. A detailed scope and budget must be submitted to and approved by the
District's SEPA Responsible Official before any work commences under this task.

#### Deliverables

- Up to 200 pages of PEIS materials translated in three additional languages
- Meeting materials translated in eight languages

#### Task 3.13 – Executive Steering Committee

The Consultant will provide strategy, facilitation services, and supporting materials for an additional four (4) meetings with the Executive Steering Committee (ESC). The specific objectives for the additional meetings will be approved by District leadership and staff.

#### Assumptions

- The meeting facilitator will require up to ten (10) hours of preparation and debriefing in conjunction with each of the four (4) Executive Steering Committee meetings; while the PEIS team will collectively provide six (6) hours of preparation and debriefing for each meeting.
- This preparation time includes development or refinement of meeting materials, which will be kept to a minimum. Instead, the meetings will rely on materials developed as part of the PEIS development and associated public outreach.
- The ESC meetings will be two (2) hours in duration.

#### Deliverables

- Four (4) draft and final agendas for Executive Steering Committee meetings
- Four (4) annotated agendas for District Leadership use during Executive Steering Committee meetings
- Refined materials for the four (4) meetings, as described above
- Four (4) draft and final Executive Steering Committee meeting summaries

July 2022

#### Task 3.16 Draft PEIS Comment Summary Report

The Consultant will prepare a comment summary report that provides an overview of the planning process, a summary of the outreach efforts, and a summary of the comments received (attaching the comment catalog prepared under Task 3.12 in the original scope of work). The Consultant shall provide a preliminary draft report first for review by the District Project Manager and then by the SEPA Responsible Official. This report is separate from the responses to comments that will be included with the Final PEIS.

#### Assumptions:

- 1,000 individual comments will be received (each submittal may have multiple comments).
- The organization and content of the comment summary report will be similar to that of the scoping summary report finalized in March 2022.
- The report is not intended to include responses to comments

#### **Deliverables**

Draft, revised draft, and final Draft PEIS Comment Summary Report

#### Task 3.17 – Preliminary Responses to Comments and Next Steps Recommendations

The Consultant shall provide preliminary responses to the comments received during the Draft PEIS comment period. The Consultant will then prepare a technical memorandum that identifies options and recommends next steps to the SEPA Responsible Official, based on the substantive evaluation provided in the Draft PEIS and comments received on the Draft PEIS. Recommendations could pertain to the definition and selection of a preferred alternative that would be identified in the Final PEIS. The Consultant shall provide a preliminary draft technical memorandum with preliminary responses to comments attached first for review by the District Project Manager and then by the SEPA Responsible Official.

#### Assumptions

- The preliminary responses are intended to inform the District's decision-making process. Responses will need to be updated following the SEPA Responsible Official's determination of next steps and prior to publication in the Final PEIS. The updated responses will be included in a future amendment.
- Full definition of a preferred alternative, any updated analysis, and preparation of the Final PEIS will be included in a future amendment.
- Of the 1000 individual comments, 10 percent or 100 comments will require a unique response. The remaining 90 percent or 900 comments will be addressed through a common response. Up to 150 common responses are anticipated.

#### **Deliverables**

- Comments and draft and revised draft responses
- Notes for strategy meetings
- Draft, revised draft, and final technical memorandum recommending next steps

#### MANAGEMENT RESERVE

The Management Reserve fund is replenished to:

- Include translation of additional PEIS materials, upon request
- Accommodate additional unforeseen needs

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Client: King County Flood Control District

Project: Lower Green River

	Budget Summary			Param	etrix	Casca	adia	Lund Fa	aucett
Task/ Subtask	Description	Labor Dollars	Labor Hours						
03	Draft PEIS								
SERVICES	RELATING TO TIME EXTENSION								,
3.1	Project Management	\$243,424.78	862	\$148,624.78	550	\$69,075.00	207	\$25,725.00	105
	Project Management - Parametrix	\$148,624.78	550	\$148,624.78	550	\$0.00	0	\$0.00	0
	Project Management - Cascasdia	\$69,075.00	207	\$0.00	0	\$69,075.00	207	\$0.00	0
	Project Management - Lund Faucett	\$25,725.00	0	\$0.00	0	\$0.00	0	\$25,725.00	105
	Subtotal:	\$243,424.78	862	\$148,624.78	550	\$69,075.00	207	\$25,725.00	105
EXPANDE	D AND NEW SERVICES								

EXPANDE	D AND NEW SERVICES								
3.10	Public Engagement and Communications	\$40,020.00	180	\$0.00	0	\$0.00	0	\$40,020.00	180
	Public Engagement and Communications - Lund Faucett	\$40,020.00	180	\$0.00	0	\$0.00	0	\$40,020.00	180
3.11	Translation Services - COVERED IN DIRECT EXPENSES FOR LUND FAUCETT								
3.12	Additional Translation and Interpretation Services								
3.13	Executive Steering Committee	\$36,521.64	112	\$14,121.64	48	\$22,400.00	64	\$0.00	0
	Executive Steering Committee - Parametrix	\$14,121.64	48	\$14,121.64	48	\$0.00	0	\$0.00	0
	Executive Steering Committee - Cascadia	\$22,400.00	64	\$0.00	0	\$22,400.00	64	\$0.00	0
3.16	Draft PEIS Comment Summary Report	\$30,573.17	187	\$30,573.17	187	\$0.00	0	\$0.00	0
3.17	Comment Catalog and Preliminary Review	\$546,809.64	2,844	\$546,809.64	2844	\$0.00	0	\$0.00	0
	MANAGEMENT RESERVES	\$247,382.18							
	Direct Expenses	\$174,800.00		\$0.00		\$0.00		\$174,800.00	
	Subtotal:	\$1,076,106.63	3,323	\$591,504.45	3079	\$22,400.00	64	\$214,820.00	180
	Consultant Totals - Services Relating to Contract Extension + New/Expanded Svcs	\$1,319,531.41	4,185	\$740,129.23	3,629	\$91,475.00	271	\$240,545.00	285

Project Total: \$1,319,531.41

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Client: King County Flood Control District

Project: Lower Green River Project No: 553-7543-802

				Jennifer A. Bailey	David S. Mattern	Jenifer Young	Alyssa M. Worsham	Rachel Durnham			Debra M. Fetherston	Cindy Oum
	Parametrix			Sr Consultant	Sr Consultant	Sr Consultant	Planner III		Blended Rate for SMEs	Blended Rate SME Review	Publications Supervisor	Sr Project Coordinator
			Cost Rates:	\$88.91	\$84.61	\$93.75	\$40.29	\$40.50	\$54.00	\$69.00	\$47.98	\$35.54
L		Bur	dened Rates:	\$288.96	\$274.98	\$304.69	\$130.94	\$131.63	\$175.50	\$224.25	\$155.94	\$115.51
Task/												
Subtask	Description	Labor Dollars	Labor Hours	470	100	474	110	110	4.000	700	24	60
03	Draft PEIS	\$740,129.23	3,629	478	100	171	148	148	1,800	700	24	60
2.04	SERVICES RELATED TO TIME EXTENSION	4440 504 70		272								
3.01	Project Management	\$148,624.78	550	370	60	60	0	0	0	0	0	60
	Strategy meetings with Kjristine Lund (50 Jenny; 40 David/Jen)	\$46,285.85	160	100	30	30						
	50 strategy meeting with Michelle (50 Jenny; 40 David/Jen)	\$46,285.85	160 90	100 30	30	30						
	Monthly invoicing	\$15,599.03	140	140								60
	Team coordination  NEW OR EXPANDED SERVICES	\$40,454.05	140	140								
2.10						THE WALL ENT	IDELV DE LUMB	FALICETT				
	Public Engagement and Communications Additional Translation and Interpretation Services					THIS WILL ENT						
	Executive Steering Committee	\$14,121.64	48	32	0	16	0	0 0	0	0	0	0
3.13	Strategy, preparation for, and debrief after meetings	\$10,591.23	36	24	0	12	U	U	U	U	U	U
	Meetings (4)	\$3,530.41	12	8		4						
3.16	Draft PEIS Comment Summary Report	\$30,573.17	187	28	0	7	68	68	0	0	16	0
	Draft	\$18,215.99	112	16		4	40	40			12	
	Revised draft	\$8,796.13	54	8		2	20	20			4	
	Final	\$3,561.06	21	4		1	8	8				
3.17	Comment Catalog and Preliminary Review	\$546,809.64	2,844	48	40	88	80	80	1,800	700	8	0
	Develop responses to each comment	\$509,853.24	2,692	16	16	40	40	80	1,800	700		
	Additional strategy meetings	\$9,260.68	32	16	8	8						
	Develop recommended next steps (tech memo)	\$27,695.72	120	16	16	40	40				8	
	Labor Totals:	\$740,129.23	3,629	478	100	171	148	148	1,800	700	24	60
	Totals:	\$740,129.23	3,629	\$138,121.69	\$27,498.25	\$52,101.56	\$19,379.49	\$19,480.50	\$315,900.00	\$156,975.00	\$3,742.44	\$6,930.30

Direct Expenses	QTY	,	Rate
Mileage			\$0.585
Fares			\$1.00
	Direct Expenses	Total:	\$0.00
	Project Total:	\$74	0,129.23

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Client: King County Flood Control District

Project: Lower Green River Project No: 553-7543-002

	Cascadia Policy Solutions			Jay Manning	Maia Bellon	Suzanne Powers
			Burdened Rates:	\$350.00	\$350.00	\$125.00
Task/	<b>5</b>					
Subtask	Description	Labor Dollars	Labor Hours			
03	Draft PEIS	\$91,475.00	271	28	228	15
03.01	Project Management	\$69,075.00	207	12	180	15
	Meetings (40 with Kjris; 40 with Michelle; 1.5 hours each; a little Jay)	\$46,200.00	132	12	120	
	Review of materials; correspondence; invoicing	\$22,875.00	75		60	15
03.10	Public Engagement and Communications	\$0.00	0			
		\$0.00	0			
03.13	Executive Steering Committee	\$22,400.00	64	16	48	0
	Preparation for and debrief from (10 hours each for 4 meetings)	\$16,800.00	48	8	40	
	Four meetings (2 hours each)	\$5,600.00	16	8	8	
	Labor Totals:	\$91,475.00	271	28	228	15
	Totals:	\$91,475.00	271	\$9,800.00	\$79,800.00	\$1,875.00

Direct Expenses	Quantity	Rate	Cost
Mileage		\$0.585	\$0.00
			\$0.00
			\$0.00
		Direct Expenses Total:	\$0.00
		Project Total:	\$91,475.00
<del></del>	·	·	

Client: King County Flood Control District

Project: Lower Green River Project No: 553-7543-802

				Kris Faucett	r Vanessa Lund	Ellen Pepin-Cato
	Lund Faucett			Partner	Research Director	Senior Associate
		D.	Cost Rates:	\$245.00	\$188.00	\$165.00
Task/		Bu	delled hates.	\$243.00	\$100.00	\$105.00
Subtask	Description	Labor Dollars	Labor Hours			
03	Draft PEIS					
3.1	Project Management	\$25,725.00	105	105	0	0
	Strategy meetings with Kjristine Lund (35)	\$12,862.50	53	52.5		
	Strategy meeting with Michelle (35)	\$12,862.50	53	52.5		
3.10	Public Engagement and Communications	\$40,020.00	180	129	0	51
	Sixteen calls re. ESJ Analysis (1.5 hours each)	\$5,160.00	24	15		9
	Twenty-five meetings (2 hours each)	\$10,650.00	50	30		20
	Seventy (70) weekly emails summarizing	\$17,150.00	70	70		
	Additional content development and coordination of	÷=:,=50.00	. •			
	advertisement placement; assumes 2 ad runs	\$1,810.00	10	2		8
	Develop and utilize District-specific social media presence (in	. ,				
	addition to continued social via other channels)	\$3,290.00	18	4		14
	Present / participate in District or Committee mtgs (4 mtgs; 2 hrs)	\$1,960.00	8	8		
3.11	Translation services - COVERED IN DIRECT EXPENSES	¢c= 74= 00	205	224		F4
	Labor Totals:	\$65,745.00		234	0	51
	Totals:	\$65,745.00	285	\$57,330.00	\$0.00	\$8,415.00

Direct Expenses	Quantity	Rate	Cost
Mileage		\$0.58	
Translate "meetings in a box materials			\$24,000.00
Translate 200 pages in three languages			\$90,000.00
Compensate navigators (960 hours =8 navigators at 20			
hours/month over 6 months at \$45/hour)			\$43,200.00
Compensate community members (increase \$30 gift cards from			
30-150 (minus original budget))			\$3,600.00
Design, coordination and placement of one additional			
advertisement (assumes 2 runs)			\$14,000.00
		Total	: \$174,800.00
		Project Total	\$240,545.00

#### **Certificate Of Completion**

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Seattle, WA 98104

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#### **Signer Events**

Dave Upthegrove

dave.upthegrove@kingcounty.gov

Security Level: Email, Account Authentication

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#### Signature

Dave Upthegrove

Signature Adoption: Pre-selected Style Using IP Address: 67.160.80.216

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Angel Foss

angel.foss@kingcounty.gov Deputy Clerk of the Council King County Council

Security Level: Email, Account Authentication

(None)

angel Foss C267B914088E4A0

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Roger Flint

rflint@parametrix.com Chief Operating Officer

Parametrix Inc.

Security Level: Email, Account Authentication

(None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 174.204.217.73

Signed using mobile

D4987179C7394D3...

#### **Electronic Record and Signature Disclosure:**

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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Summary Events Envelope Sent	Status Hashed/Encrypted	<b>Timestamps</b> 9/16/2022 10:51:40 AM
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Envelope Sent	Hashed/Encrypted	9/16/2022 10:51:40 AM
Envelope Sent Certified Delivered	Hashed/Encrypted Security Checked	9/16/2022 10:51:40 AM 9/16/2022 5:04:48 PM
Envelope Sent Certified Delivered Signing Complete	Hashed/Encrypted Security Checked Security Checked	9/16/2022 10:51:40 AM 9/16/2022 5:04:48 PM 9/16/2022 5:04:58 PM

#### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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# 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..

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#### 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 <sup>TM</sup> 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

<sup>\*\*</sup> 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.

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