

## City of Burien, Washington Contract Routing Sheet

Name of Contracting Party: King County

Project Name/Description: Permit for the Placement of a Ballot Drop Box

Contract Amount: \$ -0-  
(Include Contractor's Proposal Amount and Sales Tax)

**Type of Contract:**

|  |   |   |
|--|---|---|
| <input type="checkbox"/> <b>Architectural/Engineering</b><br><input type="checkbox"/> From Engineering Roster<br><input type="checkbox"/> Advertised Bidding Done<br><br><input type="checkbox"/> <b>Professional Services</b><br>(Non-Engineering)<br><input type="checkbox"/> 3 Bids received<br><input type="checkbox"/> Direct Negotiation | <input type="checkbox"/> <b>Construction</b><br><input type="checkbox"/> Informal Bidding Process Done-3 bids<br>(less than \$20,000/\$35,000)<br><input type="checkbox"/> From Small Works Roster<br>(\$20,000/35,000 to \$100,000)<br><input type="checkbox"/> Competitive/Advertised Bidding Done<br>(Over \$100,000)<br><input type="checkbox"/> Other: _____ | <input type="checkbox"/> <b>Human Services/Arts<br/>&amp; Culture/City Match</b><br><br><input checked="" type="checkbox"/> <b>Other:</b> _____<br><br><input type="checkbox"/> <b>Contract Amendment<br/>to Contract No.</b> _____ |
|--|---|---|

*(Please attach a list of all bids received)*

Is this contract authorized in the current year's budget?  Yes  No

If budgeted, list Fund/Dept.: \_\_\_\_\_

Page # in Budget: \_\_\_\_\_ Budget line item amount: \$ \_\_\_\_\_

BARS Account Number: N/A

Is a budget amendment needed?  Yes  No Amount? \$ \_\_\_\_\_

Date of Council Approval: \_\_\_\_\_

**REVIEWED BY:**

Contract Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Department Director: \_\_\_\_\_ Date: \_\_\_\_\_

*llh* Management Analyst: L Fleming Date: 5-14-12

|  |   |
|--|---|
| <p style="text-align: center;"><b><u>Routing Instructions:</u></b></p> <input type="checkbox"/> Send original to Contractor for their signature and then provide a copy of the fully signed contract to _____<br><input type="checkbox"/> Contract is already signed by Contractor, please provide a copy of the fully signed contract to: _____<br><input type="checkbox"/> Other (Please describe) _____ | <p style="text-align: center;"><b><u>Contract File Checklist:</u></b></p> <input type="checkbox"/> Purchase Order # _____<br><input type="checkbox"/> Tax ID Form<br><input type="checkbox"/> Current Business License # _____<br><input type="checkbox"/> Insurance Certificate<br><input checked="" type="checkbox"/> Contract Fully Signed |
|--|---|

PERMIT FOR THE PLACEMENT OF A BALLOT DROP BOX

This Permit ("Permit") is entered into this 5 day of May, 2012 (the "Effective Date"), by and between the City of Burien, a municipal corporation of the State of Washington, (the "City") and King County, a municipal corporation of the State of Washington (the "County")(the City and the County collectively, the "Parties").

WHEREAS, the City occupies real property and improvements located at 400 SW 152<sup>nd</sup> Street, Burien WA 98166 ("City Hall").

WHEREAS, the County desires to utilize a portion of the City Hall property for placement of a ballot drop box where King County voters will be able to deposit their mail-in election ballots; and

WHEREAS, the City is willing to permit the County to place a ballot drop box at City Hall under the terms and conditions set forth below;

NOW, THEREFORE, for and in consideration of the conditions and obligations set forth below, the Parties agree as follows:

1. Grant of Permit. The City hereby grants to the County permission to access, enter, occupy and use an area at City Hall to be mutually agreed upon in writing executed by the Parties for the purpose of operating a mail ballot drop box (the "Drop Box").
2. Term. This Permit shall be effective as of the Effective Date and shall remain in effect for the initial term expiring on the one-year anniversary of the Effective Date (the "Initial Term"). The Permit may be extended (i) for a second term of one year (the "First Extended Term") if agreed to in writing executed by the Parties at least ten (10) days prior to the expiration of the Initial Term and (ii) for a third term of one year (the "Second Extended Term") if agreed to in writing executed by the Parties at least ten (10) days prior to the expiration of the First Extended Term. The duration of this Permit shall be subject to the termination provisions provided in Section 3 below.
3. Termination of Permit. The County or the City may terminate this Permit with thirty (30) days written notice to the other.
4. Compliance with Laws. In using the Drop Box at City Hall, the County shall at all times comply with all applicable federal, state and local laws, rules, regulations and ordinances.

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City of Burien

5. Obligations of the County.

- 5.1 The County, its contractors or agents, shall securely affix the Drop Box to an area at City Hall agreed upon by the Parties.
- 5.2 The County shall be responsible for all maintenance, repairs and upkeep to the Drop Box and shall keep the Drop Box in a clean and safe functioning condition for the duration of the *Initial Term and any Extended Terms*.
- 5.3 The County shall be responsible for the timely collection of ballots dropped off in the Drop Box and for opening and closing the Drop Box at the County's desired times.
- 5.4 The County shall keep City Hall free of all liens for work performed in installing and maintaining the Drop Box and will promptly pay amounts owed to any contractors for such installation work and indemnify the City for any liability relating to such work.
- 5.5 Upon the expiration of this Permit, the County shall remove the Drop Box and restore the City Hall to the same condition as existed before the placement of the Drop Box.

6. Actions/Activities of the City

- 6.1 The City shall not unreasonably obstruct or block access to the Drop Box during periods when the Drop Box is open without written permission from the County.
- 6.2 The City shall have no duty or obligation to monitor the Drop Box but may inform the County regarding any Drop Box repair, upkeep or other maintenance needs.

7. Indemnification

- 7.1 The County shall defend, indemnify and hold harmless the City, its officials, officers, employees and agents from and against any and all claims, damages, injuries, liabilities, actions, fines, penalties, costs and expenses (including reasonable attorney fees) that arise out of or are related to the negligent acts or omissions of the County (and its officials, officers, employees and agents acting within the scope of their employment) in the performance of the County's obligations under this Permit or the exercise of the County's rights and privileges under this Permit.
- 7.2 The foregoing provisions specifically and expressly intend to constitute a waiver of the County's immunity under industrial insurance, Title 51 RCW, as respects the City only, and only to the extent necessary to provide the City with a full and complete indemnity of claims made to the City's employees. This waiver has been mutually negotiated.

8. Insurance. The City acknowledges, agrees and understands that the County is self-insured for all of its liability exposures. The County agrees, at its own expense, to maintain through its self-insurance program coverage for its liability exposures for the duration of this Permit. The County agrees to provide the City with at least thirty (30) days prior notice of any change in the County's self-insured status and upon request will provide the City with a letter of self-insurance as adequate proof of insurance.
9. Notices. Notices required by this Permit shall be personally served, sent by certified mail or by confirmed facsimile as follows:

If to the City:

City of Burien  
400 SW 152<sup>nd</sup> Street Suite 300  
Burien, WA 98166  
Attn: Mike Martin, *Burien City Manager*  
Phone: (206) 248-5508

If to the County:

King County Department of Elections  
919 Southwest Grady Way  
Renton, WA 98057  
Attn: Sherril Huff, *King County Director of Elections*  
Phone: (206) 296-1540

10. Permissive Use. The County acknowledges that all of the County's access to and use of the Drop Box area before, during and after issuance of this Permit is permissive on the part of the City and that the County makes no claim to title to the Drop box area and is not acquiring any such title via this Permit. Title to the Drop Box area shall at all times remain with the City.

CITY OF BURIEN

KING COUNTY

By: *Mike Martin*  
Its: *City Manager*  
Date: *5/3/12*

By: Sherril Huff  
Its: Director of Elections  
Date: *5/17/12 May 7, 2012*

Approved as to Form:

*Chris Smith*

Approved as to Form:

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