

### City of Burien, Washington City Hall Contract Routing Sheet

Name of Contracting Party: King County  
Project Name/Description: Placement of Ballot Drop Box  
Contract Amount: \$ NA

Type of Contract:

<input type="checkbox"/> <b>Architectural/Engineering</b> <input type="checkbox"/> From MSRC Engineering Roster <input type="checkbox"/> RFQ Process Done	<input type="checkbox"/> <b>Construction/Public Works</b> <input type="checkbox"/> Informal Bidding Process Done-3 bids (less than \$35,000) <input type="checkbox"/> From MRSC Small Works Roster (\$35,000 to \$300,000) <input type="checkbox"/> Competitive/Advertised Bidding Done (Over \$300,000) <input type="checkbox"/> Other: <u>Sole Source - Emergency</u>	<input type="checkbox"/> <b>Human Services/Arts &amp; Culture</b> <input checked="" type="checkbox"/> <b>Other: Agreement</b> <input type="checkbox"/> <b>Contract Amendment to Contract No. _____</b>
<input type="checkbox"/> <b>Consulting/Services (Non-Engineering)</b>		

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

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

**NO COST .**

Page # in Budget: \_\_\_\_\_

Budget line item amount: \$ \_\_\_\_\_

BARS Account Number: \_\_\_\_\_

#### CONTRACT ROUTING INSTRUCTIONS:

Contract Manager Directions/Approval: [Signature] Date: 8-22-2014

- Draft contract, get contract file checklist items
- Prepare Contract Package (Contract Routing Sheet, contract, and checklist items)
- Obtain Dept. Director Approval [Signature] Date: 8-22-2014

Legal Dept. Directions/Approval: [Signature] Date: 8/25/14

- Review insurance [Signature]
- Review of City Attorney (non-routine contracts)

Finance Dept. Directions/Approval: [Signature] Date: 8-25-14

- Review contract budget/administrative review.

City Manager Review if over \$25,000: N/A Date: \_\_\_\_\_

- Return Contract Package to Finance Dept.

#### Contract Manager Directions:

- Obtain signatures on contract.
- Provide fully signed copy of contract to other party.
- Make copy of contract for own files, if desired.
- Return original Contract Package to Finance Dept.

#### Finance Dept. Directions:

- Assign contract number.
- E-mail contract number to Contract Manager.
- Provide Contract Package to Scanner.

Contract File Checklist:	
<input type="checkbox"/>	W-9 Taxpayer ID Form
<input type="checkbox"/>	Burien Business License # _____
<input type="checkbox"/>	Insurance Certificate
<input type="checkbox"/>	Bids, if applicable <input type="checkbox"/> N/A
<input checked="" type="checkbox"/>	Contract Fully Signed

## AGREEMENT FOR THE PLACEMENT OF A BALLOT DROP BOX

This Agreement ("Agreement") is entered into this 2<sup>nd</sup> day of Sept., 2014 (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 County collectively, the "Parties").

WHEREAS, the City occupies real property and improvements located at 400 SW 152<sup>nd</sup> St., 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 grant the County permission 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 Permission. 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 Agreement shall be effective as of the Effective Date and shall remain in effect for a five year term expiring on the five-year anniversary of the Effective Date. The duration of this Agreement shall be subject to the termination provisions provided in Section 3 below.
3. Termination of Agreement. The County or the City may terminate this Agreement 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. The County shall obtain a City right-of-way use permit pursuant to Ch. 12.18 BMC.
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 this Agreement.
  - 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 Agreement, 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 Agreement or the exercise of the County's rights and privileges under this Agreement.
- 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 the 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 Agreement. 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 Agreement 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, Ste. 300  
Burien, WA 98166  
Attn: Kamuron Gurol, 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 execution of this Agreement 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 Agreement. Title to the Drop Box area shall at all times remain with the City.

CITY OF BURIEN

KING COUNTY

By: Mauija Schroeder

By: Sherril Huff

Its: Public Works Director

Its: Director of Elections

Date Sept 2, 2014

Date August 26, 2014

Approved as to Form:

Craig D Knutson

Approved as to Form:

Sherril Huff