



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Ordinance 19235

Proposed No. 2020-0393.2

Sponsors Dunn

1 AN ORDINANCE authorizing the King County executive
2 to enter into a ten-year use agreement between King
3 County and the Mt. Peak Historical Fire Lookout
4 Association for the design, construction, operation and
5 maintenance of a lookout tower at Pinnacle Peak park,
6 Enumclaw, Washington.

7 **STATEMENT OF FACTS:**

8 1. King County, a home rule charter county and political subdivision of
9 the state of Washington, is the owner of the property located at 26838 SE
10 481st Street, Enumclaw, Washington, 98022, commonly known as
11 Pinnacle Peak park.

12 2. The Mt. Peak Historical Fire Lookout Association is a nonprofit
13 Washington corporation that is tax-exempt under section 501(c)(3) of the
14 Internal Revenue Code and is a community-based, open-membership
15 organization dedicated to the design and construction of a lookout tower
16 similar to the historic fire lookout tower that once stood atop Mt. Peak.

17 3. King County has determined that a lookout tower at Pinnacle Peak park
18 will have significant recreational value for the hiking public at Pinnacle
19 Peak park.

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20 4. King County Ordinance 14509 authorized the department of natural
21 resources and parks to create new public recreation opportunities by
22 empowering user groups, sports associations and community
23 organizations, like the Mt. Peak Historical Fire Lookout Association, to
24 operate, maintain and implement mutually agreed-upon capital
25 improvements for public recreation facilities on King County land, and
26 thereby address regional or rural recreation needs.

27 5. In accordance with K.C.C. 4.56.150.E., the King County council may
28 adopt an ordinance permitting the county to enter into agreements for the
29 use of county property with bona fide nonprofit organizations if the
30 property is to be used by the nonprofit organization to make improvements
31 to the county property or to provide services that will benefit the public.
32 Those agreements are exempt from the requirements of fair market value,
33 appraisal and notice.

34 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

35 SECTION 1. The King County executive is hereby authorized to enter into a ten-
36 year use agreement between the King County department of natural resources and parks,
37 parks and recreation division, and the Mt. Peak Historical Fire Lookout Association,
38 substantially in the form of Attachment A to this ordinance, for the Mt. Peak Historical

Ordinance 19235

39 Fire Lookout Association to design, construct, operate and maintain a lookout tower at
40 Pinnacle Peak park in Enumclaw, Washington.
41

Ordinance 19235 was introduced on 10/27/2020 and passed by the Metropolitan King County Council on 2/9/2021, by the following vote:

Yes: 9 - Ms. Balducci, Mr. Dembowski, Mr. Dunn, Ms. Kohl-Welles, Ms. Lambert, Mr. McDermott, Mr. Upthegrove, Mr. von Reichbauer and Mr. Zahilay

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

DocuSigned by:
Claudia Balducci
7E1C273CE9994B6...

Claudia Balducci, Chair

ATTEST:

DocuSigned by:
Melani Pedroza
8DE1BB375AD3422...

Melani Pedroza, Clerk of the Council

APPROVED this _____ day of 2/19/2021, _____.

DocuSigned by:
Dow Constantine
4FBCAB8196AE4C6...

Dow Constantine, County Executive

Attachments: A. Community Partnerships and Grants Agreement, Revised January 26, 2021

**COMMUNITY PARTNERSHIPS AND GRANTS AGREEMENT
FOR DESIGN, CONSTRUCTION, MAINTENANCE, AND USE**

between

King County Department of Natural Resources and Parks, Parks and Recreation Division

and

Mt. Peak Historical Fire Lookout Association

for

Lookout Tower

at

Pinnacle Peak Park

THIS AGREEMENT (hereinafter "Agreement") is made and entered into by and between King County (hereinafter "County" or "King County"), a home rule charter county and political subdivision of the state of Washington, through its Department of Natural Resources and Parks, Parks and Recreation Division (hereinafter "Division"), and Mt. Peak Historical Fire Lookout Association (hereinafter "MPHFLA") (collectively, the "Parties").

RECITALS

- A. King County, a home rule charter county and political subdivision of the State of Washington, is the owner of land commonly known as Pinnacle Peak Park, which is located at 26838 SE 481st Street, Enumclaw, WA 98022 (hereinafter "Park").
- B. MPHFLA, is a non-profit, community-based, open-membership club in good standing, that is dedicated to the design and construction of a lookout tower (hereinafter "Facility"); similar to the fire lookout tower that once stood atop Pinnacle Peak.
- C. King County has determined that a Facility located at the Park has a significant and unique regional and/or rural public recreation value.
- D. King County has created the Community Partnerships and Grants (hereinafter "CPG") program within the Division to create new public recreation opportunities by empowering user groups, sports associations, and community organizations to provide mutually agreed upon capital improvements, programming, and/or maintenance for public recreation facilities on King County property.
- E. King County has agreed to allow MPHFLA to construct the Facility at the Park under the terms set forth in this agreement.
- F. Allowing MPHFLA to design and construct the Facility at the Park will provide a significant recreational amenity.
- G. Pursuant to Chapter 4.56.150(E) King County Code (hereinafter "KCC"), the Division, an agency of King County, is authorized to enter into agreements for the use of King County land by non-profit organizations that are either making improvements to County property or providing a service that will benefit the public.

47
48 THEREFORE, in consideration of the mutual agreements herein contained, the Parties do hereby
49 agree as follows:

- 50
51 1) PARK. The County is the owner and operator of the Park where the Facility will be located.
52
53 2) SITE. The Site means the location designated to construct the Facility in Exhibit A.
54
55 3) FACILITY. Facility means a lookout tower designed and constructed by MPHFLA that is
56 substantially similar in appearance to the fire lookout tower that previously stood atop
57 Pinnacle Peak. See Exhibit B for a concept drawing of the tower.
58
59 4) REPRESENTATIVES. All communications, notices, coordination, and other tenets of this
60 agreement shall be managed by:

61
62 County Liaison is:
63 Scott Thomas, CPG Program Manager
64 King County Department of Natural Resources and Parks
65 201 South Jackson St, Suite 700
66 Seattle, WA 98104-3855
67 Phone: 206-477-4586
68 Email: scott.thomas@kingcounty.gov

69
70 MPHFLA Liaison is:
71 Doug Borst
72 President
73 PO Box 1133
74 Enumclaw, WA 98022
75 Phone: 253-261-7970
76 Email: buildthefiretower@yahoo.com

- 77
78 5) EFFECTIVE DATE: This Agreement shall be effective upon signature by both Parties
79 (hereinafter "Effective Date").
80
81 6) TERM. The term (hereinafter "Term") of this Agreement shall be ten years from the
82 Effective Date. This Agreement shall remain in effect until such time as it is modified or
83 amended in writing or terminated as provided herein.
84
85 7) STEWARD. MPHFLA must be a good steward of the Facility and the Site. All approved
86 activities and use shall be considerate to the greatest extent possible of the environmental,
87 capital, and programmatic value of the Facility and Site. All construction, maintenance, and
88 other modifications shall be approved by the County and shall strictly adhere to all applicable
89 environmental laws and regulations at all times.
90
91 8) CONDITION OF SITE. MPHFLA has inspected and knows the condition of the Site and
92 agrees to accept the Site in AS IS condition without any obligation on the part of the County

93 to make any changes, improvements, or to incur any expenses whatsoever to prepare, repair,
94 or alter the Site to facilitate MPHFLA's construction of the Facility. The County shall not be
95 liable to MPHFLA for claims or damages arising from or related to any defect in the
96 condition of the Site at any time, whether known or unknown, or for damage by storm or any
97 other occurrence.

98
99 9) CAPITAL IMPROVEMENT GRANT. MPHFLA shall receive a CPG Capital Improvement
100 grant in the amount of \$250,000 to design and construct the Facility. Funds to be disbursed
101 in accordance with Capital Grant Award Matrix (Exhibit C). Documentation for all grant
102 expenses must be provided to the Division.

103
104 10) CAPITAL IMPROVEMENTS. MPHFLA will raise additional cash, in-kind services, and
105 other resources required to complete the design and construction of the facility. The current
106 estimated cost for design and construction of the Facility is \$950,000. In-kind services may
107 include donated professional services, management services, manpower, materials, and other
108 considerations. MPHFLA will serve as the supervisory not-for-profit corporation for
109 development and construction of the Facility. MPHFLA shall design, develop, and construct
110 the mutually agreed upon Facility in accordance with all applicable design(s), timelines,
111 restrictions, environmental considerations, permitting determinations, mitigations, and all
112 other requirements in coordination with the Division. MPHFLA understands, acknowledges,
113 and agrees that it may not undertake or commence any construction activities on the Site
114 until MPHFLA can demonstrate to the Division's satisfaction that MPHFLA has obtained the
115 balance of cash or cash equivalents, including binding commitments for donated professional
116 services, materials, equipment, and other in-kind contributions required to complete the
117 construction of the Facility.

118
119 A. COORDINATION. In recognition that the design, development, and construction of
120 the Facility will benefit the Division and Park users upon completion, the Division
121 agrees to coordinate with MPHFLA, and to use its best efforts to assist with the
122 issuance of any federal, state, county, or local permits or approvals necessary for
123 construction of the Facility at the Site. MPHFLA understands, acknowledges, and
124 agrees that the Division's assistance shall not and does not constitute the County's
125 official endorsement or approval of MPHFLA's plans, drawings, design documents, or
126 construction for purposes of any applicable laws, regulations, codes, ordinances,
127 guidelines, or industry standards (collectively, "Authorities"). MPHFLA will be solely
128 responsible to comply with all applicable Authorities and to obtain all necessary
129 permits, approvals, and endorsements.

130 B. DESIGN REVIEW. MPHFLA will retain a licensed architect and/or licensed
131 professional engineer, registered in the State of Washington, who will prepare a design
132 for the Facility to be approved by the Division. MPHFLA is required to submit plan
133 sets for review by the Division at 30 percent, 60 percent and 90 percent completion.
134 The Division shall review the design plans for the Facility in concept and reserves the
135 right to approve or reject the final design of the Facility. Division approval shall be
136 provided in writing. MPHFLA shall ensure that the design plans are consistent with
137 the established County zoning, design code, or both.

138 C. EXCLUSIVE POSSESSION DURING CONSTRUCTION. MPHFLA shall be
139 entitled to exclusive possession and use of the Site during construction of the Facility.

140 D. CONSTRUCTION DEADLINES. MPHFLA is required to complete the
141 development and construction of the Facility within one (1) year from the date that
142 MPHFLA receives all funding, in-kind contributions, and the permits necessary to
143 commence construction on the Facility.

144 E. CONSTRUCTION/SITE WORK/FENCING. MPHFLA will be solely responsible for
145 the site work, required permits, and grading at the Facility and Site. MPHFLA will
146 ensure the work area is properly barricaded, and will ensure that signage is installed
147 directing unauthorized persons not to enter onto the construction site during any phase
148 of development or construction. Unless otherwise agreed by the Parties in writing,
149 fencing will be placed around work areas. In addition, construction sites will be kept
150 clean and organized during development periods. MPHFLA will be responsible for
151 site security, traffic, and pedestrian warnings at the Site during the development and
152 construction phases.

153 F. RIGHT TO INSPECT CONSTRUCTION. Division personnel or their agents may
154 inspect the Facility construction project at any time provided that such persons observe
155 due regard for workplace safety and security. The Division may require MPHFLA or
156 its subcontractors to stop work immediately if the Division deems work stoppage
157 necessary to remedy construction defects or to address risks to health, safety, or
158 welfare.

159 MPHFLA specifically understands, acknowledges, and agrees that at a minimum, the
160 Division will inspect the Facility construction project and approve in writing work
161 progress at the following milestones:

- 162
- 163 i. Completed set of construction plans, drawings, specifications, and related design
164 documents for the Facility construction project;
 - 165 ii. Preconstruction meeting with MPHFLA and primary subcontractor when all
166 permits and approvals have been obtained;
 - 167 iii. Site preparation complete; and
 - 168 iv. Weekly construction meetings.
- 169

170 The Division may hire an outside consultant to inspect and approve construction work.
171 If the Division does so then the Division will forward the consultant's invoices to
172 MPHFLA for payment. MPHFLA hereby agrees to timely pay the consultant's
173 invoices.

174 G. SUBSTANTIAL COMPLETION. When MPHFLA considers all work associated
175 with the Facility to be substantially complete, MPHFLA shall give written notice to
176 the Division. Division will promptly inspect the work and, if it does not agree that the
177 work is substantially complete, the Division will prepare a list of items to be
178 completed or corrected (hereinafter "Punch List"). MPHFLA or its subcontractor shall
179 promptly complete or correct all Punch List items at no cost to the County. For
180 purposes of this Agreement, "substantially complete" means that:

- 181
182 i. MPHFLA and the Division have full and unrestricted use and benefit of the
183 Facility for the purpose intended;
184 ii. All the systems and parts of the Facility are functional;
185 iii. Only minor incidental work or correction or repair remains to complete all
186 Facility construction requirements; and
187 iv. MPHFLA's contractor and/or subcontractor(s) have provided all occupancy
188 permits and easement releases, to the extent that any are required or applicable.

189 H. PROJECT COMPLETION. Project Completion signifies that construction is finished
190 in accordance with the contract documents. This means that the Punch List has been
191 completed, as certified by the project architect and Division. In addition, all onsite
192 tasks have been completed and administrative submittals, lien releases, warranties,
193 close-out documentation, manuals, as-builts, etc., have been turned over to the
194 Division and verified for completeness.

195 I. FINAL ACCEPTANCE. Final Acceptance is the Division's acceptance of the Facility
196 from MPHFLA after the entire work is completed, tested and inspected in accordance
197 with the contract requirements.

198 J. RECORD DOCUMENTS. MPHFLA is required to submit record drawings, shop
199 drawings, cut sheets, copies of permits, cultural resources clearance, and all project
200 records. Division shall keep record documents in a central location so they are
201 accessible. Electronic versions of record documents shall be retained by the Division's
202 Capital Improvement Program or Operations Section.

203 K. WARRANTIES. With respect to all warranties, express or implied, for work
204 performed or materials supplied in connection with the Facility, MPHFLA shall:

- 205
206 i. If, within an applicable warranty period, any part of the Facility or work
207 performed to construct the Facility is found not to conform to specifications,
208 permit requirements, or industry standards, MPHFLA shall correct it promptly
209 after receipt of written notice from the Division to do so.

210
211 If the Division determines that MPHFLA's corrective action is not satisfactory
212 and/or timely performed, then the Division may either correct the problem itself
213 or procure the necessary services, recommendations, or guidance from a third
214 party, and invoice MPHFLA for the cost to remedy the problem.

215
216 MPHFLA shall promptly reimburse the Division for all costs, expenses, or
217 damages incurred by the Division, including but not limited to the cost to
218 remedy the problem. An invoice is deemed received by MPHFLA three (3)
219 days after deposit in the U.S. mail with proper address and postage. Invoices
220 must be paid within thirty (30) days of invoice due date. Any invoice
221 outstanding ninety (90) days is past due and payment must be remitted within
222 ten (10) days or account will be turned over to collections.

223 ii. The warranty-related remedies provided in this Section are in addition to any
224 other rights or remedies provided elsewhere in this Agreement or by applicable
225 law.

226 L. ALTERATION OF SITE OR FACILITY AFTER CONSTRUCTION. After the
227 Facility is completed and accepted by MPHFLA and Parks, as defined herein,
228 MPHFLA will not make any material alteration to the Site or to the Facility, including
229 any changes to the landscaping, without express, written consent by the Division. If
230 MPHFLA violates this provision, the County shall, after giving MPHFLA notice of its
231 violation, afford MPHFLA the opportunity to restore the site or facility at MPHFLA's
232 expense. If MPHFLA fails to perform and complete its restoration work in a
233 reasonable time and manner after receiving notice, the County may perform the
234 restoration work, or have the work performed by a third-party, and recover its
235 expenses from MPHFLA.

236 M. DEVELOPMENT AND CONSTRUCTION FEES AND EXPENSES. MPHFLA will
237 be responsible to obtain and pay for all necessary permits, fees, and expenses
238 associated with the development and construction of the Facility.

239

240 11) PUBLIC WORKS LAWS. To the extent applicable, MPHFLA will comply with all public
241 works laws, regulations, and ordinances, including but not limited to those related to
242 prevailing wages pursuant to the Revised Code of Washington (see RCW 39.12), retainage
243 (see RCW 60.28), bonding (see RCW 39.08), use of licensed contractors (see RCW 39.06),
244 and competitive bidding (see RCW 36.32 and RCW 35.21.278). MPHFLA will indemnify
245 and defend the County should it be sued or made the subject of an administrative
246 investigation or hearing for a violation of such laws, regulations, and ordinances in
247 connection with the improvements.

248

249 Without limiting the foregoing, MPHFLA understands, acknowledges, and agrees that before
250 beginning construction of the Facility, MPHFLA must execute and deliver to the County a
251 performance and payment bond in an amount equal to one hundred percent (100%) of the
252 estimated full value of the Facility construction contract, on a form acceptable to the County
253 with an approved surety company and in compliance with RCW Ch. 39.08. The County
254 must be named as the beneficiary of the payment and performance bond. MPHFLA must
255 notify the surety of any changes in the work. MPHFLA must promptly furnish additional
256 bond security to protect the County and persons supplying labor or materials required to
257 construct the Facility if (a) the County has a reasonable objection to any surety; (b) any
258 surety fails to furnish reports on its financial condition pursuant to the County's request; or
259 (c) the estimated cost of the Facility increases beyond the bond amount.

260

261 12) OPERATIONS AND MAINTENANCE BY MPHFLA. All costs of maintenance and
262 operations assigned to MPHFLA, as set forth in the Maintenance Plan (Exhibit D), shall be
263 the responsibility of MPHFLA. Any substantive changes or additions to the approved
264 maintenance activities or schedule shall be accomplished either by the County's directive, or
265 by MPHFLA's written request and subsequent approval by the County's Liaison, the
266 Division's Operations Manager, and the Division's Labor Management Committee, as
267 appropriate. Such changes shall constitute a modification of this Agreement.

- 268
269 13) MAINTENANCE OF RECORDS AND INSPECTIONS. MPHFLA shall keep accurate
270 records of all matters related to maintenance of the Facility. Such records shall be retained,
271 open, and available for inspection by the County upon forty-eight (48) hours written notice
272 during the Term of this Agreement, and not less than six (6) years after its expiration or
273 termination.
274
- 275 14) MAINTENANCE BY THE COUNTY. King County will continue to maintain the Site
276 consistent with past County practices and per the scope of the Maintenance Plan (Exhibit D).
277 All costs of maintenance and operations activities designated to County will be the
278 responsibility of the County. The County will provide the maintenance, operations, and
279 supplies for the Site that are assigned to the County in the Maintenance Plan (Exhibit D).
280 Changes to the Maintenance Plan (Exhibit D) shall constitute a modification of this
281 Agreement.
282
- 283 15) FACILITY OPERATION. MPHFLA shall manage the Facility so that the public has similar
284 use privileges as it would if the County were operating the Facility.
285
- 286 16) PERFORMANCE REPORT. At the end of each agreement year, MPHFLA will furnish the
287 County Liaison with a report addressing use, maintenance, inspections, and condition of the
288 Facility. MPHFLA also will provide the County Liaison a budget on proposed expenses for
289 the following agreement year's operation.
290
- 291 17) NON-DISCRIMINATION. No person shall be denied, or subjected to discrimination in
292 receipt of the benefit of any services, activities, or employment made possible by or resulting
293 from this Agreement on the grounds of sex, race, color, marital status, national origin,
294 religious affiliation, disability, sexual orientation, gender identity or expression or age except
295 minimum age and retirement provisions, unless based upon a bona fide occupational
296 qualification. MPHFLA agrees to comply with KCC chapters 12.16 (discrimination in
297 employment), 12.17 (discrimination in contracting), and 12.18 (fair employment practices),
298 together with any and all other applicable laws regarding nondiscrimination.
299
- 300 18) LIMITED USE. MPHFLA shall use the Facility for no other business or purpose than as
301 explicitly provided in this agreement without the prior written consent of the County.
302
- 303 19) SIGNS. No sign, advertisement, notice, or other lettering will be exhibited, inscribed,
304 painted, or affixed by MPHFLA nor allowed by MPHFLA to be exhibited, inscribed painted,
305 or affixed on any part of the Facility without the prior written consent of the County. All
306 new Facility, Site, and/or Division signs shall follow the County Sign System Guide and
307 shall be manufactured and installed by the County, unless MPHFLA receives prior written
308 consent of the County to do otherwise. Written consent shall be requested through the
309 County Liaison. If MPHFLA violates this provision, the County may remove the sign
310 without any liability and may charge the expense incurred by such removal to the MPHFLA.
311 All signs erected or installed pursuant to the County's prior written consent shall also comply
312 with any applicable federal, state or local statutes, ordinances or regulations. The County's

313 consent to a sign is no guarantee that the sign complies with such statutes, ordinances, or
314 regulations.
315

316 20) ASSIGNMENT OR THIRD PARTY USE. MPHFLA may not assign this Agreement or any
317 interest therein, nor sublease all or part of the Facility without the County's prior consent.
318

319 21) OWNER. The County shall retain ownership of the Site and the Facility therein, including all
320 restoration, permanent fixtures and County-purchased equipment. The County's ownership
321 of the Site and Facility shall not relieve, in any way, MPHFLA from its operation and
322 maintenance responsibilities under this Agreement.
323

324 22) LIENS. MPHFLA agrees that it will not permit or allow to remain undischarged any lien for
325 labor or materials against the Facility which arises as a result of contracts for services or
326 materials entered into by MPHFLA.
327

328 23) COMPLIANCE WITH ALL LAWS AND REGULATIONS. In using the Site and Facility,
329 MPHFLA and its members will comply with all applicable laws, ordinances and regulations
330 from any and all authorities having jurisdiction. MPHFLA specifically agrees to comply and
331 pay all costs associated with achieving such compliance without any notice or requirements
332 from the County, and MPHFLA further agrees that the County does not waive this section by
333 giving notice of demand for compliance in any instance. The MPHFLA shall indemnify and
334 defend the County if the County is sued or made the subject of an administrative
335 investigation or hearing for a violation of such laws related to this Agreement.
336

337 24) HAZARDOUS SUBSTANCES. MPHFLA shall not, without first obtaining the County's
338 written approval, apply, store, deposit, transport, release or dispose of any hazardous
339 substances, petroleum products, sewage, medicinal, bacteriological, or toxic materials, or
340 pollutants, on or at the Facility or Site. All approved application, storage, deposit,
341 transportation, release and disposal shall be done safely and in compliance with applicable
342 laws.
343

344 25) INSURANCE REQUIREMENTS
345

346 A. MPHFLA INSURANCE. Notwithstanding any other provision within this
347 Agreement, MPHFLA shall procure and maintain, at its sole cost and expense, for the
348 duration of this contract, the following minimum scope and limits of insurance.
349 Nothing contained within these insurance requirements shall be deemed to limit the
350 scope, application, and/or limits of the coverage afforded by said policies, which
351 coverage will apply to each insured to the full extent provided by the terms and
352 conditions of the policy(s). Nothing contained in this provision shall affect and/or
353 alter the application of any other provision contained with this Agreement. MPHFLA
354 shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater
355 limits and/or broader coverage. The County shall have the right to receive coverage
356 up to any insurance limits maintained by MPHFLA and/or its contractors that exceed
357 the minimum limits.
358

- 359 i. Commercial General Liability insurance against claims for injuries to persons or
 360 damages to property, which may arise from or in connection with MPHFLA's
 361 operations, or use of the Site or Facility. Such insurance shall be as broad as that
 362 provided by Commercial General Liability "occurrence" form CG0001, or current
 363 edition, and must include coverage for Products – Completed Operations. The
 364 insurance limits shall be no less than One Million Dollars (\$1,000,000) per
 365 occurrence, and Two Million Dollars (\$2,000,000) aggregate limit. Coverage for
 366 products-operations shall be included.
- 367
- 368 ii. Automobile Liability: If the use of a vehicle is required, then MPHFLA must
 369 maintain Automobile Liability insurance with minimum limits of One Million
 370 Dollars (\$1,000,000) Combined Single Limit per accident for Bodily Injury and
 371 Property Damage Insurance Services Office form number (CA 00 01) covering
 372 Business Auto Coverage, Symbol 1 “any auto”; or the appropriate coverage
 373 provided by Symbols 2, 7, 8, or 9.
- 374
- 375 iii. Workers Compensation: If MPHFLA or its contractor has
 376 employees, Statutory requirements of the State of Residency as well
 377 as any similar coverage required for this work by applicable Federal
 378 or “other States” State Law.
- 379
- 380 iv. Employer’s Liability or “Stop Gap”: Coverage in the amount of One Million
 381 Dollars (\$1,000,000) each occurrence shall be at least as broad as the protection
 382 provided by the Workers Compensation policy Party 2 (Employers Liability) or,
 383 in states with monopolistic state funds, the protection provided by the “Stop Gap”
 384 endorsement to the general liability policy.

385

386 **B. MINIMUM LIMITS OF INSURANCE – CONSTRUCTION PERIOD.** Prior to
 387 commencement of construction and until construction is complete and approved by
 388 MPHFLA and the County, MPHFLA shall cause the contractor and related
 389 professionals to procure and maintain insurance against claims for injuries to persons
 390 or damages to property which may arise from, or in connection with, the activities
 391 related to this Agreement. MPHFLA and the County, its officers, officials, agents
 392 and employees shall be named as additional insured, for full policy limits, on liability
 393 policies, except Workers’ Compensation and Professional Liability.

394

395 Any deductibles and/or self-insured retentions shall not limit or apply to MPHFLA’s,
 396 its contractor’s and/or subcontractor’s liability to the County and the cost of such
 397 insurance and any deductibles shall be paid by MPHFLA and/or any of MPHFLA’s
 398 contractors and/or subcontractors. MPHFLA shall cause its consultants, contractors
 399 and/or subcontractors to maintain insurance with limits no less than the following:

- 400
- 401 i. Commercial General Liability: \$2,000,000 combined single limit per occurrence
 402 for bodily injury, personal injury, and property damage, and a \$4,000,000
 403 aggregate limit.
- 404

- 405 ii. Automobile Liability: \$1,000,000 combined single limit per accident for bodily
406 injury and property damage covering Business Auto Coverage, Symbol 1 “any
407 auto”; or the appropriate coverage provided by Symbols 2, 7, 8, or 9.
408
- 409 iii. Workers’ Compensation: Statutory requirements of the state of residency.
410
- 411 iv. Employers Liability or “Stop Gap”: \$1,000,000 each occurrence.
412
- 413 v. Professional Liability, Errors & Omissions: MPHFLA must require its
414 professional service providers to maintain Professional Liability, Errors &
415 Omissions insurance in an amount no less than \$1,000,000 per claim and in the
416 aggregate.
417
- 418 vi. Builder's Risk/Installation Floater: MPHFLA, its contractor and/or subcontractor
419 shall procure and maintain during the life of the Agreement, or until acceptance of
420 the project by the County, whichever is longer, “All Risk” Builders Risk or
421 Installation Floater Insurance at least as broad as ISO form number CP0020
422 (Builders Risk Coverage Form) with ISO form number CP0030 (Causes of Loss –
423 Special Form) including coverage for collapse and theft. The coverage shall
424 insure for direct physical loss to property of the entire construction project, for
425 100 percent of the replacement value thereof and include earthquake and flood.
426 The policy shall be endorsed to cover the interests, as they may appear, of the
427 County and include the County as a Named Insured. In the event of a loss to any
428 or all of the work and/or materials therein and/or to be provided at any time prior
429 to the final close-out of the Agreement and acceptance of the project by the
430 County, MPHFLA or its contractor and/or subcontractors shall promptly
431 reconstruct, repair, replace or restore all work and/or materials so destroyed.
432 Nothing herein provided for shall in any way excuse MPHFLA or its surety from
433 the obligation of furnishing all the required materials and completing the work in
434 full compliance with the terms of the Agreement.
435
- 436 C. SUBCONTRACTORS. MPHFLA will require its contractor during the Design and
437 Construction Phase to include all subcontractors as insured under its policies, or,
438 alternatively, the contractor may rely on insurance provided by one or more
439 subcontractors to meet the requirements of this section. As evidence of compliance,
440 the contractor will furnish separate certificates and policy endorsements for each such
441 subcontractor corresponding to the insurance that such subcontractor will be
442 providing. Any insurance provided by subcontractors must include the County, its
443 officers, officials, agents and employees and the construction contractor as additional
444 insured, for full policy limits on all liability policies, except Professional
445 Liability/Errors & Omissions and Workers’ Compensation.
446
- 447 D. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles and/or
448 self-insured retentions of the policies shall not apply to MPHFLA’s liability to the
449 County and shall be the sole responsibility of MPHFLA or its contractor.
450

- 451 E. OTHER INSURANCE PROVISIONS. The required liability insurance policies in
452 this Agreement are to contain, or be endorsed to contain, the following provisions:
453
- 454 i. All Liability Policies (except Professional Liability, Errors & Omissions and
455 Workers Compensation):
456
- 457 a. Name “King County, its officers, officials, agents and employees” as
458 additional insured with respect to liability arising out of activities
459 performed by or on behalf of MPHFLA, and use of the Facility as
460 outlined in this Agreement. Such additional insured status shall include
461 Products-Completed Operations. The County shall be additional insured
462 regarding the total limits of liability maintained by MPHFLA and/or its
463 contractors and subcontractors;
464
- 465 b. Such coverage shall be primary and non-contributory as respects the
466 County;
467
- 468 c. State that MPHFLA's and/or contractors and subcontractors insurance
469 shall apply separately to each insured against whom claim is made or
470 suit is brought except with respect to the limits of the insurer's liability.
471
- 472 ii. All Policies: Coverage shall not be suspended, voided, canceled, reduced in
473 coverage or in limits, except by the reduction of the applicable aggregate limit by
474 claims paid, until after 45 days prior written notice has been given to the County.
475 In the event of said cancellation or intent not to renew, MPHFLA shall obtain and
476 furnish to the County evidence of replacement insurance policies meeting the
477 requirements of this Section by the cancellation date. Failure to provide proof of
478 insurance could result in suspension of the Agreement.
479
- 480 iii. Acceptability of Insurers: The insurance provider must be licensed to do business
481 in the State of Washington and have an AM Best's rating of A-VIII or, if not rated
482 with AM Bests, with minimum surpluses the equivalent of AM Bests' surplus size
483 VIII. Professional Liability, Errors & Omissions insurance may be placed with
484 insurers with an AM Bests' rating of B+ VII. Any exception must be approved
485 by the County.
486
- 487 iv. Verification of Coverage: On or before the date this Agreement is executed,
488 MPHFLA shall provide the County with MPHFLA's and its contractor's
489 Certificates of Insurance and required policy endorsements. The certificates and
490 endorsements for each insurance policy are to be signed by a person authorized by
491 that insurer to bind coverage on its behalf. The certificate and endorsements for
492 each insurance policy are to be on forms approved by the County prior to
493 commencement of activities associated with this Agreement. The County
494 reserves the right to require complete, certified copies of all required insurance
495 policies at any time.
496

497 F. INDEMNIFICATION AND HOLD HARMLESS. MPHFLA shall protect,
498 indemnify, and hold harmless the County, its officers, officials, agents, and
499 employees from and against any and all claims, costs, expenses, and/or losses of
500 whatsoever kind occurring, arising out of or resulting from (1) MPHFLA's failure to
501 pay any such compensation, wages, benefits, or taxes, and/or (2) design, work,
502 services, materials, or supplies performed or provided by MPHFLA employees,
503 agents, subcontractors, or suppliers in connection with or support of the performance
504 of this Agreement.

505
506 MPHFLA further agrees that it is financially responsible for and will repay the
507 County all indicated amounts following an audit exception which occurs due to the
508 negligence, intentional act, and/or failure, for any reason, to comply with the terms of
509 this Agreement by MPHFLA, its officers, employees, agents, representatives,
510 contractors, or subcontractors. This duty to repay the County shall not be diminished
511 or extinguished by the expiration or prior termination of the Agreement.

512
513 MPHFLA expressly agrees to protect, defend, indemnify and hold harmless the
514 County, its elected and appointed officials, officers, employees, and agents from and
515 against liability for any claims (including all demands, suits, and judgments) for
516 damages arising out of injury to persons or damage to property where such injury or
517 damage is caused by, arises out of, or is incident to the scope of activities under this
518 Agreement. MPHFLA's obligations under this section shall include, but not be
519 limited to:

- 520
- 521 i. The duty to promptly accept tender of defense and provide defense to the County
522 at MPHFLA's own expense;
 - 523
 - 524 ii. Indemnification of claims, including those made by MPHFLA's own employees
525 and/or agents;
 - 526
 - 527 iii. In the event it is determined that RCW 4.24.115 applies to this Agreement,
528 MPHFLA agrees to defend, hold harmless, and indemnify the County to the
529 maximum extent permitted thereunder, and specifically for its negligence
530 concurrent with that of the County to the full extent of MPHFLA's negligence.
 - 531
 - 532 iv. MPHFLA, by mutual negotiation, expressly waives, as respects the County only,
533 its statutory immunity under the industrial insurance provisions of Title 51 RCW;
 - 534
 - 535 v. In the event the County incurs any judgment, award and/or cost arising from this
536 Agreement including reasonable attorney's fees to enforce the provisions of this
537 article, all such fees, expenses, and costs shall be recoverable from MPHFLA; and
 - 538
 - 539 vi. MPHFLA shall protect, defend, indemnify, and hold harmless the County, its
540 officers, officials, employees and agents from any and all costs, claims,
541 judgments, and/or awards of damages arising out of, or in any way resulting from
542 the performance or non-performance of the obligations under this agreement by

543 MPHFLA's contractors, subcontractors, or the officers, employees, and/or agents
 544 of such contractors, and/or subcontractors in connection with or in support of this
 545 Contract.

546

547 vii. In the event it is determined that RCW 4.24.115 applies to this Contract,
 548 MPHFLA agrees to defend, hold harmless and indemnify King County to the
 549 maximum extent permitted thereunder, and specifically for its negligence
 550 concurrent with that of the County to the full extent of MPHFLA's negligence.
 551 MPHFLA agrees to defend, indemnify, and hold harmless the County for claims
 552 by MPHFLA's employees and agrees to waiver of its immunity under Title 51
 553 RCW, which waiver has been mutually negotiated by the parties.

554

555 An indemnification and hold harmless provision to protect the County similar to this
 556 provision shall be included in all contractor and/or subcontractor agreements entered into
 557 by MPHFLA in conjunction with this Agreement.

558

559 26) WAIVER OF BREACH. Waiver of breach of any provision of this Agreement shall not be
 560 deemed to be a waiver of any other or subsequent breach and shall not be construed to be a
 561 modification of the terms of the Agreement unless stated to be such through written approval
 562 by the County, which shall be attached to the original Agreement. Waiver of any default
 563 shall not be deemed to be a waiver of any subsequent defaults.

564

565 27) EXHIBITS.

- 566 A. Concept Map of the Site and Facility Location
- 567 B. Concept Drawing of the Tower
- 568 C. Capital Grant Award Matrix
- 569 D. Maintenance Plan

570

571 28) ADDITIONAL TERMS. The County reserves the right to set additional terms as unforeseen
 572 conditions may warrant. The County must submit to MPHFLA a written addendum to this
 573 contract of the additional terms for MPHFLA to approve in writing. MPHFLA shall not
 574 unreasonably withhold its approval.

575

576 29) RIGHT TO INSPECT. The County at its discretion reserves the right to review and approve
 577 the performance of MPHFLA with regard to this Agreement. If the County does not approve
 578 of the aforementioned performance, it will give MPHFLA written notification of
 579 unacceptable performance. MPHFLA will then agree to take corrective action within a
 580 reasonable period of time, as defined by the County in the aforementioned written
 581 notification. If MPHFLA fails to take corrective action acceptable to the County within a
 582 reasonable period of time, the County reserves the right to do the work itself, or through a
 583 third-party, and MPHFLA shall be responsible for the cost.

584

585 30) TERMINATION. The County or MPHFLA may terminate this Agreement without cause at
 586 any time by providing 30 days written notice to the other party.

587

588 31) SURRENDER. Within 30 days of the time this Agreement's expiration or termination,
 589 whichever is earlier, MPHFLA, shall, at the request of the County, remove any and all of its

590 portable improvements made at the Site and make such repairs or restoration as may be
591 necessary to put the Facility into good or better condition that it was at the beginning of the
592 Term. Any non-portable fixtures or improvements shall inure to the benefit of the County
593 and shall remain at the Site.

594
595 32) NO EMPLOYMENT RELATION. In providing services under this Agreement, the
596 MPHFLA is an independent contractor, and neither it nor its officers, agents, employees, or
597 subcontractors are employees of the County for any purpose. MPHFLA shall be responsible
598 for all federal and/or state tax, industrial insurance, and Social Security liability that may
599 result from the performance of and compensation for these services and shall make no claim
600 of career service or civil service rights which may accrue to a County employee under state
601 or local law. The County assumes no responsibility for the payment of any compensation,
602 wages, benefits, or taxes by, or on behalf of the MPHFLA, its employees, subcontractors
603 and/or others by reason of this Agreement.

604
605 33) NO PARTNERSHIP. Nothing in this Agreement shall make, or be deemed to make, either
606 the County or MPHFLA a legal entity partner of the other, and this Agreement shall not be
607 construed as creating a partnership or joint venture.

608
609 34) NO THIRD PARTY BENEFICIARIES. Nothing in this Agreement shall create any legal
610 right, obligation, or cause of action in any person or entity not a party to it.

611
612 35) HEADINGS NOT PART OF AGREEMENT. The headings in this Agreement are for
613 convenience only and shall not be deemed to expand, limit, or otherwise affect the
614 substantive terms of this Agreement.

615
616 36) ENTIRE AGREEMENT. This Agreement and any and all exhibits expressly incorporated
617 herein by reference and attached hereto shall constitute the whole agreement between the
618 County and MPHFLA. There are no terms, obligations, allowances, covenants, or conditions
619 other than those contained herein.

620
621 37) JURISDICTION AND VENUE. King County Superior Court shall have jurisdiction over
622 any litigation arising under this Agreement, and the venue for any such litigation shall be the
623 King County Superior Court in Seattle, Washington.

624
625 38) GOVERNING LAW. This Agreement is made under and shall be governed by the laws of
626 the State of Washington.

627
628
629
630
631
632 IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the dates
633 specified below.

634
635 Mt. Peak Historical Fire Lookout Association Mt. Peak Historical Fire Lookout Association

Ordinance 19235

Attachment A, Revised January 26, 2021

636
637 By _____

638 Doug Borst
639 President

640
641 Date _____

642

643

644 King County

645

646 By _____

647

648 Printed Name _____

649

650 Title _____

651

652 Date _____

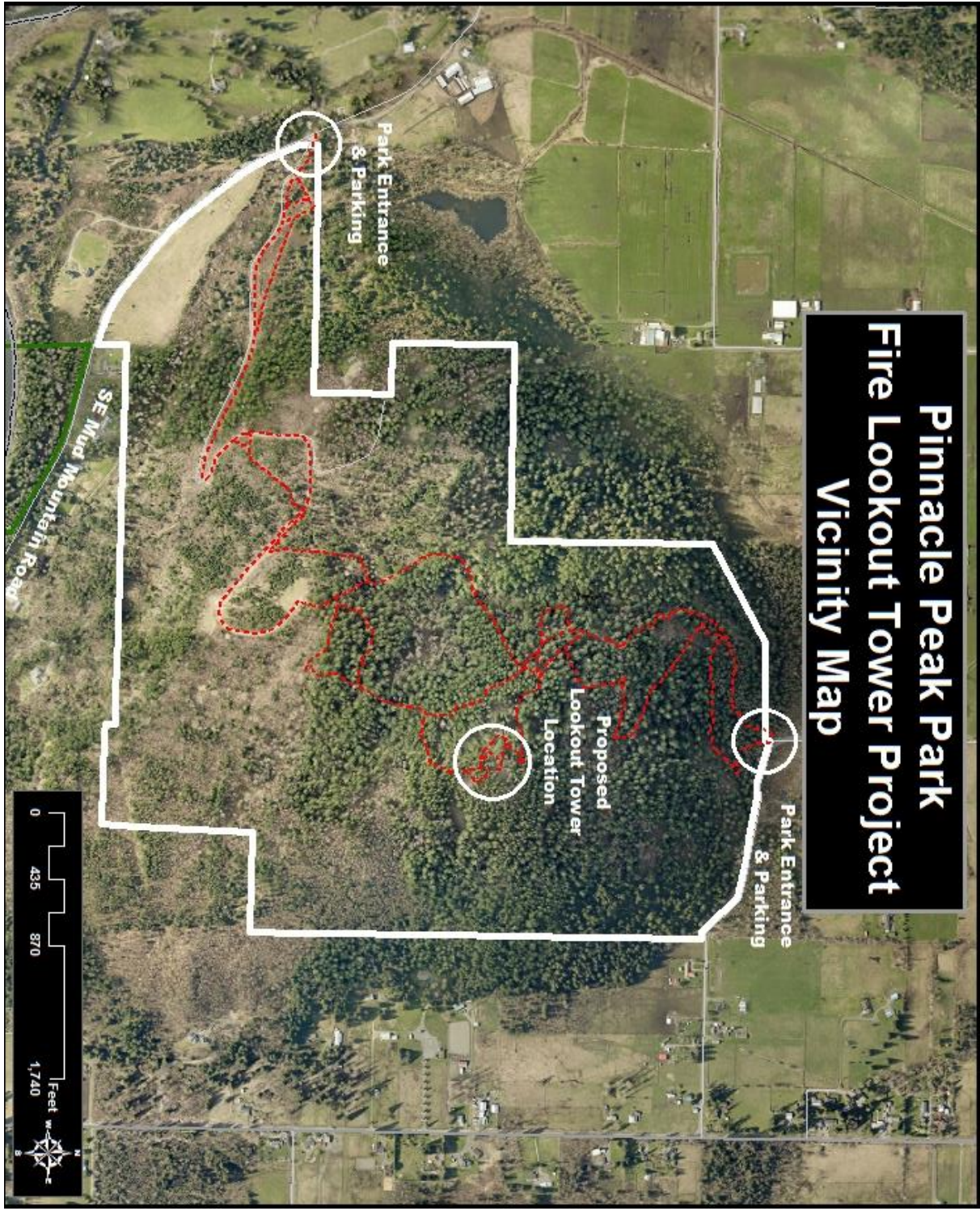
By _____

Paul Adams
Treasurer

Date _____

653
654

Exhibit A: Concept Map of the Site and Facility Location



655
656
657
658

This conceptual map will be revised and replaced with the final design.

659
660

Exhibit B: Concept Drawing of the Tower



661
662
663
664

Conceptual drawing of the lookout tower.

665 **Exhibit C: Capital Grant Award Matrix**

666

667 Failure to reach the Milestone Deliverables during the Term of the Agreement will result in MPHFLA reimbursing the County
668 any unexpended previously disbursed funds.

<u>Milestones</u>	<u>Grants and Milestone Amounts</u>	<u>Milestone Deliverables</u>		<u>Documentation Requirements</u>	
	Total				
	\$250,000				
Milestone #1	\$80,000	<u>Milestone #1 Deliverables</u>		<u>MPHFLA Milestone #1 Documentation</u>	
Design Development		<input type="checkbox"/>	Agreement	<input type="checkbox"/>	MPHFLA CPG Agreement Package (Council Approved)
				<input type="checkbox"/>	Insurance Certificate
		<input type="checkbox"/>	Fundraising Plan	<input type="checkbox"/>	Fundraising Plan
		<input type="checkbox"/>	Outreach Plan	<input type="checkbox"/>	Parks/MPHFLA Outreach Plan
		<input type="checkbox"/>	Design	<input type="checkbox"/>	Approved -30%, 60% and 90% Plan Sets
		<input type="checkbox"/>	Permits		Permits
				<input type="checkbox"/>	Initial Project Schedule
Milestone #2	\$40,000	<u>Milestone #2 Deliverables</u>		<u>MPHFLA Milestone #2 Documentation</u>	
Design Documents		<input type="checkbox"/>	Design	<input type="checkbox"/>	Proposed 100% Design Documents and Schedule of Values
				<input type="checkbox"/>	Updated Project Schedule
		<input type="checkbox"/>	Fundraising Plan	<input type="checkbox"/>	Updated Fundraising Plan and Commitments
		<input type="checkbox"/>	Parks Review and Approval of Design Documents	<input type="checkbox"/>	Revised and Adopted 100% Design Documents and Schedule of Values
Milestone #3	\$130,000	<u>Milestone #3 Deliverables</u>		<u>MPHFLA Milestone #3 Documentation</u>	
Construction Documents		<input type="checkbox"/>	Construction Documents	<input type="checkbox"/>	Construction Documents
		<input type="checkbox"/>			Performance and Payment Bond
		<input type="checkbox"/>		<input type="checkbox"/>	Updated Project Schedule
		<input type="checkbox"/>	Permits	<input type="checkbox"/>	All Required Permits
		<input type="checkbox"/>	Construction Contract(s)	<input type="checkbox"/>	Construction Contract
Financing		<input type="checkbox"/>	Construction Financing	<input type="checkbox"/>	Approved Construction Financing Package
Permits		<input type="checkbox"/>	Operating Plan/Budget	<input type="checkbox"/>	Final Operating Plan/Budget
		<input type="checkbox"/>	Fundraising	<input type="checkbox"/>	Final Fundraising Commitments
		<input type="checkbox"/>	Approval	<input type="checkbox"/>	Parks Review and Approval of all above plans and documents
Construction		<input type="checkbox"/>	Construction	<input type="checkbox"/>	Construction funds will be distributed according to the Schedule of Values to be developed upon completion of design and permitting.

669

670 **Exhibit D: Maintenance Plan**

- 671
- 672 MPHFLA's maintenance responsibilities include:
- 673 A. Weekly litter collection in the Facility and within 50 yards of the Facility's base.
- 674 B. Frequency of litter collection can be adjusted based on usage as mutually determined by the
- 675 Parties.
- 676 C. Placement of garbage can(s) and collection of garbage bags, if needed as mutually
- 677 determined by the Parties.
- 678 D. Remove or cover graffiti on the Facility and within 50 yards of the Facility's base. Graffiti
- 679 deemed offensive by the County shall be addressed within 24 hours of notification. All other
- 680 graffiti will be addressed within one week of notification.
- 681 E. Repair of non-structural damage, caused by accidents, vandalism, acts of nature or other
- 682 causes.
- 683 F. Performing non-structural life-cycle maintenance, such as periodic refreshing of stain and/or
- 684 paint.
- 685 G. Removal of pests (wasps, hornets, rodents, birds, etc.).
- 686 H. Monitor for illegal use such as unauthorized overnight camping.
- 687 I. Post sign to contact Mt. Peak Historical Fire Lookout Association for maintenance needs
- 688 regarding the tower.

689

690 County's maintenance responsibilities include:

- 691 A. Notify MPHFLA of need to repair non-structural vandalism, graffiti, collect litter, and/or to
- 692 address any other non-structural impact on the Site or Facility.
- 693 B. Notify MPHFLA of need to perform non-structural life-cycle maintenance, such as periodic
- 694 refreshing of stain and/or paint.
- 695 C. Repair of any structural damage or deficiencies, as determined by the County.
- 696 D. Notifications shall be provided on an as-needed basis, but not less than annually.
- 697 E. Enforcement of unauthorized overnight use will be by the King County Sheriff's Office.

698

699 The Parties will review the Maintenance Plan periodically and it may be changed in accordance

700 with Section 12, Operations and Maintenance by MPHFLA or Section 14, Maintenance by the

701 County.

702

Certificate Of Completion

Envelope Id: E24488A9FD4E4431957AFBDC1FB1A671	Status: Completed
Subject: Please DocuSign: Ordinance 19235 Attachment A.docx, Ordinance 19235.docx	
Source Envelope:	
Document Pages: 3	Signatures: 3
Supplemental Document Pages: 19	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	Angel Allende
Envelopeld Stamping: Enabled	401 5th Ave
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	Suite 100
	Seattle, WA 98104
	Angel.Allende@kingcounty.gov
	IP Address: 198.49.222.20

Record Tracking

Status: Original	Holder: Angel Allende	Location: DocuSign
2/10/2021 2:29:39 PM	Angel.Allende@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County General (ITD)	Location: DocuSign

Signer Events

Claudia Balducci
 claudia.balducci@kingcounty.gov
 King County General (ITD)
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 198.49.222.20

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Electronic Record and Signature Disclosure:

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 Supplemental Documents:

Ordinance 19235 Attachment A.docx

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Melani Pedroza
 melani.pedroza@kingcounty.gov
 Clerk of the Council
 King County Council
 Security Level: Email, Account Authentication (None)

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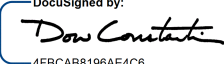
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 Supplemental Documents:

Ordinance 19235 Attachment A.docx

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Dow Constantine
 dow.constantine@kingcounty.gov
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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 Signature Adoption: Uploaded Signature Image
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Electronic Record and Signature Disclosure:

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 Supplemental Documents:

Ordinance 19235 Attachment A.docx

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Accepted: Not Required

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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Bailey Bryant
bailey.bryant@kingcounty.gov
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 2/16/2021 7:53:36 AM
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Electronic Record and Signature Disclosure:
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	2/19/2021 1:50:34 PM

Payment Events	Status	Timestamps
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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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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.

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

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- 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.