



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion 16248

Proposed No. 2022-0349.2

Sponsors Dunn

1 A MOTION authorizing the King County executive to
2 accept a donation of fifty thousand dollars from the
3 Foothills Trail Coalition to aid the King County parks and
4 recreation division of the department of natural resources
5 and parks in completion of the Foothills Trail Segment B.

6 WHEREAS, donations that will help support the completion of significant
7 regional trail projects with iconic presence, and continuous trail connections across King
8 and Pierce counties are highly desirable, and

9 WHEREAS, the completed portions of King County's and Pierce County's
10 Foothills Trail remain separated by the White river, and

11 WHEREAS, the lack of a safe recreational nonmotorized trail crossing the river
12 and connecting the surrounding communities presents certain health and safety risks and
13 limits the ability of the communities to interact, and

14 WHEREAS, King County, the city of Buckley, Pierce County and the
15 Washington state Department of Transportation are working cooperatively to design and
16 construct a recreational nonmotorized bridge across to the White river to connect the
17 communities, and

18 WHEREAS, on August 6, 2019, King County voters approved the 2020-2025
19 King County Parks, Recreation, Trails and Open Space Levy, Ordinance 18890, and

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20 WHEREAS, under K.C.C. 7.08.070, the King County parks and recreation
21 division has the authority to solicit gifts from individuals, foundations, not-for-profit
22 organizations, and corporate sources, and

23 WHEREAS, under K.C.C. 2.80.010 and K.C.C. 2.80.060, any and all gifts for
24 parks and recreation purposes of fifty thousand dollars or greater require acceptance on
25 behalf of King County by the King County council by motion, and

26 WHEREAS, all gifts to the King County parks and recreation division are used
27 only for parks purposes, and

28 WHEREAS, the financial donor, Foothills Trail Coalition, supports the
29 completion of a recreational nonmotorized bridge over the White river to connect the
30 communities and wishes to donate fifty thousand dollars toward its completion, and

31 WHEREAS, this generous gift provides additional moneys needed to design and
32 construct the bridge and complete the connection between King and Pierce counties;

33 NOW, THEREFORE, BE IT MOVED by the Council of King County;

34 The King County executive is authorized to accept a donation of fifty thousand
35 dollars from the Foothills Coalition toward completion of the Foothills Trail Segment B.
36 The parks and recreation division is responsible for handling the donation agreement,
37 substantially in the form of Attachment A to this motion, and is authorized to execute
38 such other documents as are necessary to complete the transaction. Actions inconsistent

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39 with this motion taken before the date of adoption are hereby ratified, approved and
40 confirmed.

Motion 16248 was introduced on 9/27/2022 and passed by the Metropolitan King County Council on 11/22/2022, by the following vote:

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

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

DocuSigned by:

F8830816F1C4427...
Claudia Balducci, Chair

ATTEST:

DocuSigned by:

C267B914088E4A0...
Melani Pedroza, Clerk of the Council

Attachments: A. Donation Agreement Between King County Parks and Foothills Trail Coalition

Motion 16248**Attachment A****DONATION AGREEMENT BETWEEN KING COUNTY PARKS AND FOOTHILLS TRAIL COALITION**

This AGREEMENT (“Agreement”) is entered into by and between 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 (“King County” or “Parks”), and Foothills Trail Coalition, a state of Washington non-profit, collectively referred to as the (“Parties”).

BACKGROUND

- A. The Foothills Trail is part of King County’s Regional Trail System, one of the nation’s most extensive multi-use trail networks with more than 175 miles of trails for recreation and non-motorized mobility and commuting.
- B. King County owns certain real property which contains a portion of King County's Foothills Trail to the north of and adjacent to the White River, and the City of Buckley owns certain real property which contains a portion of Pierce County’s Foothills Trail located south of and adjacent to the White River.
- C. The completed portions of King County’s Foothills Trail and the portion of Foothills Trail located in Pierce County remain separated by the White River. The lack of a safe pedestrian and cycling corridor between the surrounding communities’ presents certain health and safety risks and limits the ability of the communities to interact using non-motorized transportation methods. In order to address these issues, the Parties have determined that there is a need for construction, operation, and maintenance of a safe, non-motorized crossing of the White River and its adjacent portions of the recreational Foothills Trail (the “Project”).
- D. Pierce and King County have included this connection in their respective regional trail plans and recognize the benefit this connection would have for its citizens.
- E. King County, Enumclaw, Pierce County and Buckley conducted a feasibility study (White River Pedestrian Trail Feasibility Study Report – May 2008) which evaluated and selected a proposed alignment for a non-motorized bridge crossing of the White River.
- F. King County has previously secured a grant from the Washington Recreation and Conservation Office and is also using County levy monies, pursuant to King County Ordinance 17941, for most costs associated with the design and construction of the Project.
- G. After construction, King County will retain ownership of the Project improvements located on the City of Buckley’s Property in Pierce County. King County is ready, willing, and able to own, operate and maintain these improvements for use by the general public as a Regional Trail, for the benefit of both King County and Pierce County residents. Through this Agreement, King County will be able to make improvements to

the Foothills Trail, an invaluable asset to south King County, the City of Buckley, and Pierce County.

- H. Under K.C.C. 7.08.070, Parks has the authority to solicit gifts from individuals, foundations, not-for-profit organizations, and corporate sources.
- I. The Foothills Trail Coalition, a Washington non-profit, is pleased to donate fifty thousand (\$50,000) in funding, and the County is pleased to accept the donation, to construct the Bridge Project.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable considering, the receipt and sufficiency of which are hereby acknowledged, the County and Foothills Trail Coalition agree as follows:

1. FOOTHILLS TRAIL COALITION RESPONSIBILITIES

1.1 Foothills Trail Coalition agrees to donate fifty thousand (\$50,000) (“Donation”) to Parks for the design and construction of a pedestrian/non-motorized bridge across the White River to connect King County's Foothills Trail to Pierce County’s Foothills Trail. The Donation funds will be transferred to Parks within 30 days of the construction contract being awarded.

2. PARKS RESPONSIBILITIES

2.1 Parks agrees to complete the design, permitting, and construction of a pedestrian/non-motorized bridge across the White River to connect King County's Foothills Trail to Pierce County’s Foothills Trail.

3. CONTINGENCIES

3.1 Council Approval. Per King County Code 2.80.060, the County’s acceptance of the Donation is contingent on authorization by the Metropolitan King County Council to accept the Donation.

4. NOTICES

Any notice required to be given by either Party to the other pursuant to the provisions of this Agreement or any law, present or future, shall be in writing and shall be deemed to have been duly given or sent via electronic mail to the following:

King County:

KCParks.LegalNotices@kingcounty.gov

Foothills Trail Coalition

Bryan Bowden, Secretary
Foothills Rails-to-Trails Coalition
P.O. Box 192
Puyallup, Washington 98371
Secretary@foothillscoalition.org

All notices issued under this Agreement shall be deemed received on the second business day after being sent via electronic mail, or if personally delivered, at the time they are actually hand delivered to the addressee. Each Party may change its notice address set forth in this section by giving notice of a new address to the other Party in accordance with this section.

5. GENERAL LEGAL PROVISIONS

5.1 Parties. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of either Party or any of either Party's Contractors or subcontractors shall be deemed, or represent themselves to be, employees of the other Party.

5.2 Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. The Superior Court of King County in Seattle, Washington shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

5.3 Headings. Section titles or other headings contained in this Agreement are for convenience only and shall not be part of this Agreement, nor be considered in its interpretation.

5.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall constitute one and the same instrument.

5.5 No third-Party Beneficiaries. This Agreement is entered into solely for the mutual benefit of the Parties. This Agreement is not entered into with the intent that it shall benefit any other person and no other such person shall be entitled to be treated as a third-party beneficiary of this Agreement.

5.6 No Waiver. Neither payment nor performance by a Party shall be construed as a waiver of the other Party's rights or remedies against the Party. Failure to require full and timely performance of any provision at any time shall not waive or reduce the right to insist upon complete and timely performance of such provision thereafter.

5.7 Entire Agreement. This Agreement shall constitute all terms, conditions, and provisions agreed upon by the Parties hereto. No modification or amendment of this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by both Parties.

5.8 Interpretation. This Agreement is and shall be deemed jointly drafted and written by each of the Parties to it, and it shall not be construed or interpreted against any of the Parties originating or preparing it.

5.9 Severability. If any provisions of this Agreement are held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated.

The Parties have executed this Agreement, effective on the latest date shown below. The signatories below represent and warrant that they possess the authority to execute this Agreement and bind their respective entities.

DONOR: FOOTHILLS TRAIL COALITION

Bryan Bowden
ITS, _____ Secretary _____
Date signed: _____

DONEE: KING COUNTY

Christie True, Director, King County Department of Natural Resources and Parks
Date signed: _____

Certificate Of Completion

Envelope Id: 251E6D9D8539469C9B615BE94EDA6ED4	Status: Completed
Subject: Complete with DocuSign: Motion 16248.docx, Motion 16248 Attachment A.docx	
Source Envelope:	
Document Pages: 3	Signatures: 2
Supplemental Document Pages: 4	Initials: 0
Certificate Pages: 5	Envelope Originator:
AutoNav: Enabled	Cherie Camp
Envelopeld Stamping: Enabled	401 5TH AVE
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	SEATTLE, WA 98104
	Cherie.Camp@kingcounty.gov
	IP Address: 198.49.222.20

Record Tracking

Status: Original	Holder: Cherie Camp	Location: DocuSign
11/28/2022 5:15:05 PM	Cherie.Camp@kingcounty.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County-Council	Location: DocuSign

Signer Events

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

Signature

DocuSigned by:

 F8830816F1C4427...
 Signature Adoption: Pre-selected Style
 Using IP Address: 73.181.163.252

Timestamp

Sent: 11/28/2022 5:15:56 PM
 Resent: 12/1/2022 2:59:00 PM
 Viewed: 12/1/2022 4:46:57 PM
 Signed: 12/1/2022 4:47:02 PM

Electronic Record and Signature Disclosure:

Accepted: 12/1/2022 4:46:57 PM
 ID: 037f8c3f-e6bf-4e00-9383-11146d78e895

Angel Foss
 Angel.Foss@kingcounty.gov
 Deputy Clerk of the Council
 King County Council
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 C267B914088E4A0...
 Signature Adoption: Pre-selected Style
 Using IP Address: 198.49.222.20

Sent: 12/1/2022 4:47:04 PM
 Viewed: 12/2/2022 9:46:22 AM
 Signed: 12/2/2022 9:46:44 AM

Electronic Record and Signature Disclosure:

Accepted: 9/30/2022 11:28:30 AM
 ID: 020c9a0a-c529-4443-8490-bad8ecc7fb95

Supplemental Documents: Motion 16248 Attachment A.docx

Viewed: 12/2/2022 9:46:28 AM
 Read: Not Required
 Accepted: Not Required

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/28/2022 5:15:56 PM
Certified Delivered	Security Checked	12/2/2022 9:46:22 AM
Signing Complete	Security Checked	12/2/2022 9:46:44 AM
Completed	Security Checked	12/2/2022 9:46:44 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, King County-Department of 02 (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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

How to contact King County-Department of 02:

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

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

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

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

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

To request paper copies from King County-Department of 02

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

To withdraw your consent with King County-Department of 02

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cipriano.dacanay@kingcounty.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents 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 confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify King County-Department of 02 as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County-Department of 02 during the course of your relationship with King County-Department of 02.