



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

Motion 16387

Proposed No. 2023-0193.2

Sponsors Balducci

1 A MOTION authorizing the King County executive to
 2 accept a donation of five hundred thousand dollars from
 3 Kaiser Permanente of Washington, to aid the King County
 4 parks and recreation division of the department of natural
 5 resources and parks in completion of the Wilburton Trestle
 6 project of Eastrail.

7 WHEREAS, the donation will help fund completion of significant regional trail
 8 project with iconic presence, skyline views, and connections to high-capacity transit and
 9 regional commercial centers, and

10 WHEREAS, Eastrail is a forty-two-mile nonmotorized corridor that is built on a
 11 historic railroad line connecting Renton to Snohomish County and is owned and managed
 12 by the King County parks and recreation division, the cities of Kirkland, Redmond, and
 13 Woodinville, as well as Snohomish County, Sound Transit and Puget Sound Energy, and

14 WHEREAS, the Eastrail's Wilburton segment is owned and operated by the parks
 15 and recreation division and includes the yet to be completed Wilburton Trestle, and

16 WHEREAS, Ordinance 18890, enacted May 2, 2019, called for a special election
 17 to approve a measure to renew what is popularly known as the King County Parks,
 18 Recreation, Trails and Open Space Levy for 2020-2025, which, in part, provided limited
 19 funds for the Wilburton projects of the Eastrail, and

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20 WHEREAS, on August 6, 2019, King County voters approved the 2020-2025
21 King County Parks, Recreation, Trails and Open Space Levy, and

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

25 WHEREAS, under K.C.C. 2.80.060, any and all gifts for parks and recreation
26 purposes that exceed fifty thousand dollars require acceptance on behalf of King County
27 by the King County council by motion, and

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

30 WHEREAS, the financial donor, Kaiser Permanente of Washington, is pleased to
31 support completion of this key project on the Eastrail and help bring this opportunity to
32 reality through a public-private collaboration, and

33 WHEREAS, Kaiser Permanente of Washington entered into a Donor Agreement
34 with the Seattle Foundation through its King County Parks Foundation to fund the trail
35 development of the Wilburton Trestle, and

36 WHEREAS, this generous gift provides the funds needed to restore and transform
37 the Wilburton Trestle into an elevated trail;

38 NOW, THEREFORE, BE IT MOVED by the Council of King County:

39 The King County executive is authorized to accept a donation of five hundred
40 thousand dollars from Kaiser Permanente of Washington, to aid King County in
41 completion of the Wilburton Trestle portion of Eastrail. The parks and recreation
42 division is responsible for handling the donation agreement and is authorized to execute


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43 such other documents as are necessary to complete the transaction. Actions consistent
44 with this motion taken before the date of the passage of this motion are hereby ratified,
45 approved, and confirmed.

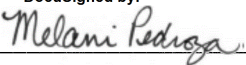
Motion 16387 was introduced on 5/23/2023 and passed by the Metropolitan King County Council on 7/11/2023, by the following vote:

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

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

DocuSigned by:

E76CE01F07B14EF...
Dave Upthegrove, Chair

ATTEST:

DocuSigned by:

8DE1BB375AD3422...
Melani Pedroza, Clerk of the Council

Dow Constantine, County Executive

Attachments: None

EASTSIDE RAIL CORRIDOR DONATION AGREEMENT

This EASTSIDE RAIL CORRIDOR DONATION AGREEMENT ("Agreement"), is entered into on *[insert execution date]* by and between GROUP HEALTH COOPERATIVE ("GHC"), a Washington State non-profit corporation having its principal address at 320 Westlake Avenue North, Seattle, WA and SEATTLE FOUNDATION through its KING COUNTY PARKS FOUNDATION (collectively "Foundation") a tax-exempt community foundation having its principal address at 1601 Fifth Avenue, Ste 1900, Seattle, WA. GHC and Foundation are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Eastside Rail Corridor is a 42-mile rail to trail project under development in east King County, with its northern terminus located in Woodinville, WA and its southern terminus located in Renton, WA; and

WHEREAS, a component of the Eastside Rail Corridor Regional Trail Project ("ERC Trail") is the repurposing of the historic Northern Pacific Railway Wilburton Trestle ("Trestle") located in Bellevue, WA into an elevated trail, the total cost of which is \$13.2 million ("Total Trestle Cost"); and

WHEREAS, Foundation desires to obtain financial donations in support of the ERC Trail and will fund the ERC Trail through distribution of the donated funds to King County's Department of Natural Resources and Parks ("DNRP"); and

WHEREAS, GHC desires to provide a donation in connection with the Trestle component of the ERC Trail on the terms and conditions set forth herein;

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

I. GHC's Responsibilities.

Subject to the terms and conditions of this Agreement, in consideration of the rights and benefits granted to GHC hereunder, GHC agrees to:

- A. make timely payments to Foundation of the funds set forth in Paragraph II below;
- B. coordinate and consult as Foundation may request on promotional efforts to be made in support of the ERC Trail;
- C. grant Foundation and its agents a license to use names, logos, trademarks, service marks, slogans, graphics and other intellectual property of GHC (in accordance with applicable GHC policy) in connection with the ERC Trail and the advertising, marketing and promotion of the ERC Trail.

II. GHC Donation.

In consideration for the rights and benefits granted to GHC hereunder, GHC agrees to donate to Foundation the amount of Five Hundred Thousand Dollars (\$500,000) (in aggregate, the "Donation"), payable as follows:

- A. The Donation for the year 2017 shall be equal to \$200,000 payable on execution of this Agreement;
- B. The Donation for the year 2018 shall be equal to \$200,000 payable on February 1, 2018;

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C. The Donation for the year 2019 shall be equal to \$100,000 payable on February 1, 2019.

All payments made hereunder shall be payable and delivered by wire transfer in U.S. dollars to an account specified by Foundation.

III. Foundation Responsibilities.

Subject to the terms and conditions of this Agreement, Foundation agrees as follows:

- A. The GHC Donation will be restricted to contribution toward the Total Trestle Cost;
- B. GHC Donation payments to Foundation will be held by Foundation in escrow and shall not be disbursed to DNRP until such time as Foundation and/or DNRP has secured contractual and/or legislative commitments from other donors for the entire Total Trestle Cost. In the event Foundation does not obtain such commitments by December 31, 2020__, this Agreement shall terminate and Foundation shall return the entirety of the GHC Donation to GHC.
- C. Foundation agrees to grant GHC a license to use the names, logos, trademarks, service marks, slogans, graphics and other intellectual property associated with the ERC Trail, including the official ERC Trail name and official ERC Trail logo and including any designations approved by Foundation such as "Official Sponsor of [ERC Trail] in connection with the ERC Trail and the advertising, marketing and promotion of the ERC Trail and/or GHC's products and services.
- D. Group Health will be recognized as a sponsor under mutually agreeable opportunities for activities, events, public relations and health related opportunities.

IV. Miscellaneous.

A. Governing Law & Jurisdiction. All matters affecting the interpretation or performance of this Agreement and the rights of the Parties hereto shall be governed by and construed in accordance with the laws of the state of Washington and the courts located in Seattle, Washington will have exclusive jurisdiction and the parties irrevocably attorn to the jurisdiction of such courts exclusive of conflict of laws provisions.

B. Assignment. Neither Party shall assign this Agreement, in whole or in part, voluntarily or involuntarily, by operation of law, or in any other manner, without the other Party's prior written consent. Any purported assignment or delegation by a Party without the other Party's prior written consent is void. Subject to the foregoing, all of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors of the Parties. Foundation acknowledges the anticipated 2017 change of ownership of GHC to Kaiser Foundation Health Plan of Washington.

C. Relationship of the Parties. The Parties shall be and act as independent contractors, and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent between the Parties hereto or any affiliates or subsidiaries thereof.

D. Notice. Unless otherwise specified herein, all notices, requests, demands, payments, consents and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given (i) when hand-delivered, (ii) upon delivery when sent by express mail, courier, overnight mail or other overnight or next-day delivery service, (iii) when received when sent by facsimile or via email, provided that such facsimile or email is electronically confirmed to have been

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received, or (iv) three (3) days after the date mailed when sent by registered or certified United States mail, postage prepaid, return receipt requested, addressed as follows:

Seattle Foundation: Attn: Elizabeth List
Philanthropic Advisor
1601 5th Avenue, Ste. 1900
Seattle, WA 98101

GHC: Group Health Cooperative
Attn: Strategic Sourcing
12501 East Marginal Way S
Tukwila, WA 98168

With a copy to:

Group Health Cooperative
Legal Department
Attn: General Counsel
320 Westlake Ave. N., Ste. 100
Seattle, WA 98109

King County Parks Foundation: Attn: Sujata Goel
201 S. Jackson Street, Suite 700
Seattle, WA 98104

E. Counterparts. This Agreement constitutes the entire expression of the Parties' agreement with regard to the subject matter hereof and shall supersede any prior communications between the Parties on such subject matter.


F. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

GROUP HEALTH COOPERATIVE

By: 
Name: Scott Coleman
Title: Strategic Sourcing Manager

SEATTLE FOUNDATION

By: 
Name: Fidelma Mc Ginn
Title: Vice President, Seattle Foundation

Certificate Of Completion

Envelope Id: 34F9E5A3D60444A29C27DEE66E27D221	Status: Completed
Subject: Complete with DocuSign: Motion 16387.docx, Motion 16387 Attachment A.pdf	
Source Envelope:	
Document Pages: 3	Signatures: 2
Supplemental Document Pages: 3	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
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Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County-Council	Location: DocuSign

Signer Events

Dave Upthegrove
dave.upthegrove@kingcounty.gov
Chair
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

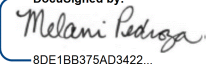
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Timestamp

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Accepted: 7/12/2023 1:29:04 PM
ID: e6f88ad8-b5a5-47cf-9b96-ab132e2380e3

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

DocuSigned by:

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Signature Adoption: Uploaded Signature Image
Using IP Address: 198.49.222.20

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Signed: 7/12/2023 1:43:57 PM

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In Person Signer Events	Signature	Timestamp
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
cherie camp cherie.camp@kingcounty.gov Legislative Clerk - Ccl King County Council Security Level: Email, Account Authentication (None)	COPIED	Sent: 7/12/2023 1:43:59 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

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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Signing Complete	Security Checked	7/12/2023 1:43:57 PM
Completed	Security Checked	7/12/2023 1:43:59 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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.