

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

**AGENDA TITLE:** Authorizing the City Manager to Execute an Interlocal Agreement Between the City of Shoreline and King County Elections for Permitting a Ballot Drop Box on City Owned Property at Aurora Avenue N and N 192<sup>nd</sup> Street

**DEPARTMENT:** City Manager's Office

**PRESENTED BY:** Christina Arcidy, Management Analyst

**ACTION:**     \_\_\_ Ordinance     \_\_\_ Resolution     \_\_\_ X Motion  
              \_\_\_ Discussion     \_\_\_ Public Hearing

**PROBLEM/ISSUE STATEMENT:**

King County votes by mail and voters must return ballots through the mail or at a ballot drop box. The City of Shoreline is currently served by one King County ballot drop box located at the Shoreline Library. King County Elections approached the City to add a second ballot drop box in Shoreline on City property. The property is currently used for stormwater detention and is directly adjacent to the King County Metro Park and Ride at N 192<sup>nd</sup> Street and Aurora Avenue N. Staff would like to enter into an interlocal agreement with King County Elections (Attachment A) to permit this additional ballot drop box at this location. Authorization of this Interlocal agreement would provide for this permit.

**RESOURCE/FINANCIAL IMPACT:**

There is no resource/financial impact to the City. The City will not collect a fee from King County to permit the drop box.

**RECOMMENDATION**

Staff recommends that the City Council move to authorize the City Manager to enter into an interlocal agreement with King County Elections to permit a ballot drop box on City owned property at the intersection of Aurora Avenue N and N 192<sup>nd</sup> Street and identified by King County Tax Parcel 7283900495.

Approved By:       City Manager **DT**   City Attorney **JA-T**

## **BACKGROUND**

In 2017, the Washington State Legislature passed a bill requiring ballot drop boxes in all communities. Each county auditor must establish a minimum of one ballot drop box for each 15,000 registered voters in the county and in each city, town, and census-designated place in the county that has a post office. King County needs to have 86 drop boxes to comply with this law, which will necessitate the addition of approximately 30 boxes throughout the County before the 2019 primary election. The City of Shoreline is currently served by one King County ballot drop box located at the Shoreline Library (345 NE 175<sup>th</sup> Street).

King County Elections worked with King County Metro to site a drop box at the Park and Ride at 192<sup>nd</sup> and Aurora Avenue N. However, the preferred location by King County Elections and Metro is on City property adjacent to the Park and Ride (Attachment A, Exhibit B). The City property is at the intersection of Aurora Avenue N and N 192<sup>nd</sup> Street and identified by King County Tax Parcel 7283900495.

## **DISCUSSION**

This City-owned parcel is currently being used for stormwater treatment. There is an underground stormwater detention system, a bioretention facility ("rain gardens"), and stormwater educational signage at this location. Additional use of the parcel must allow for adequate access to the detention system for routine inspections and maintenance. Staff believe this can be achieved with the proposed location of the drop box.

Additional foot traffic could impact the amount of debris on the property or in the rain gardens. The proposed Interlocal agreement makes the County responsible for removal of debris related to the drop box so as to preclude the debris from littering the City property.

The ballot drop box at the Shoreline Library has been well-used. Traffic impacts led the City to place a traffic officer on site on election days to assist with the flow of traffic in and out of the library parking lot. A second drop box in the City could reduce pressure on the Shoreline Library drop box. As well, a second drop box could better serve residents on the west side of the City or residents who use public transportation.

The initial term of the interlocal agreement permitting this drop box is three years and would terminate August 22, 2021. It can be extended for up to two 1-year terms.

## **RESOURCE/FINANCIAL IMPACT**

There is no resource/financial impact to the City. The City is not collecting a fee from King County to permit the drop box.

## **RECOMMENDATION**

Staff recommends that the City Council move to authorize the City Manager to enter into an interlocal agreement with King County Elections to permit a ballot drop box on City owned property at the intersection of Aurora Avenue N and N 192<sup>nd</sup> Street and identified by King County Tax Parcel 7283900495.

## **ATTACHMENTS**

Attachment A: Interlocal Agreement Between the City of Shoreline and King County  
Elections for Permit for the Placement of a Ballot Drop Box

Receiving # 9174

## PERMIT FOR THE PLACEMENT OF A BALLOT DROP BOX

This Permit ("Permit") is entered into this 22 day of August 2018 (the "Effective Date"), by and between the City of Shoreline, a municipal corporation of the State of Washington, ("Shoreline") and King County, a municipal corporation of the State of Washington (the "County"). Shoreline and the County may be collectively referred to herein as the "Parties" and each may be referred to individually as a "Party."

WHEREAS, Shoreline is the owner of real property and improvements located at the intersection of Aurora Avenue N (Highway 99) and N 192<sup>nd</sup> street and identified by King County Tax Parcel 7283900495 (the "City Property"), attached as Exhibit A; and

WHEREAS, the County understands the City Property is currently developed with a series of rain gardens to provide for stormwater management; and

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

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

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

1. Grant of Permit. Shoreline hereby grants to the County permission to access, enter, occupy and use an area on the City Property for the purpose of operating a mail ballot drop box (the "Drop Box"). The Drop Box location is set forth on Exhibit B, attached hereto.
2. Term. This Permit shall be effective as of the Effective Date and shall remain in effect for the initial term expiring on the three-year anniversary of the Effective Date (the "Initial Term"). The Permit may be extended (i) for a second term of one year (the "First Extended Term") if agreed to in writing executed by the Parties at least ten (10) business days prior to the expiration of the Initial Term and (ii) for a third term of one year (the "Second Extended Term") if agreed to in writing executed by the Parties at least ten (10) business days prior to the expiration of the First Extended Term. The duration of this Permit shall be subject to the termination provisions provided in Section 3 below.
3. Termination of Permit. The County or Shoreline may terminate this Permit with ninety (90) calendar days written notice to the other. However, Shoreline may terminate this Permit immediately if, in Shoreline's sole opinion, the County's use of the City Property is causing unreasonable damage to the City's Property. In such case, Shoreline shall notify the County in writing and the County shall remove the Drop Box and restore the City Property to the same condition as existed before placement of the Drop Box within five (5) business days of the date of the notice.

4. Compliance with Laws. In using the Drop Box on the City Property, the County shall at all times comply with all applicable federal, state and local laws, rules, regulations and ordinances.

5. Obligations of the County.

- 5.1 The County, its contractors or agents, shall securely affix the Drop Box to an area on the City Property mutually agreed upon by the Parties.
- 5.2 The County shall be responsible for all maintenance, repairs and upkeep to the Drop Box and shall keep the Drop Box in a clean and safe functioning condition for the duration of the Initial Term and any Extended Terms.
- 5.3 The County shall be responsible for the timely collection of ballots dropped off in the Drop Box and for opening and closing the Drop Box at the County's desired times.
- 5.4 The County shall keep the City Property free of all liens for work performed in installing and maintaining the Drop Box and will promptly pay amounts owed to any contractors for such installation work and indemnify Shoreline for any liability relating to such work.
- 5.5 The County shall be responsible for removal of any debris related to the Drop Box so as to preclude the debris from littering the City Property.
- 5.6 Upon the expiration of this Permit, the County shall remove the Drop Box and restore the City Property to the same condition as existed before the placement of the Drop Box no later than five (5) business days after the expiration date of this Permit.

6. Actions/Activities of Shoreline

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

7. Indemnification

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



provide Shoreline with a full and complete indemnity of claims made to Shoreline employees. This waiver has been mutually negotiated.

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

If to the City of Shoreline:

City Manager  
City of Shoreline  
17500 Midvale Avenue N  
Shoreline, WA 98133-4905  
Phone 206-801-2700

If to the County:

King County Department of Elections  
919 Southwest Grady Way  
Renton, WA 98057  
Attn: Julie Wise, King County Director of Elections  
Phone: (206) 477-4140

10. Permissive Use. The County acknowledges that all of the County's access to and use of the Drop Box area before, during and after issuance of this Permit is permissive on the part of Shoreline and that the County makes no claim to title to the Drop Box area and is not acquiring any such title via this Permit. Title to the Drop Box area shall at all times remain with Shoreline.
11. Governing Laws and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Venue of any suit between the Parties arising out of this Agreement shall be King County Superior Court.
12. Entire Agreement. This Permit, including exhibits, contains the entire agreement between the Parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Permit, shall be deemed to exist or bind any of the Parties hereto. Any Party may request changes in the Permit. Proposed changes which are mutually agreed upon by the Parties shall be incorporated by written amendment to this Permit.

13. Severability. Any provision or part of the Permit held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the Parties, who agree that the Permit shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
14. Captions. The titles of sections or any other parts of this Permit are for convenience only and do not define or limit the contents.
15. Counterpart Originals. This Permit may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original permit, and all of which shall constitute one permit. The execution of one counterpart by a Party shall have the same force and effect as if that Party had signed all other counterparts.
16. Authority to Execute. Each person executing this Permit on behalf of a Party represents and warrants that he or she is fully authorized to execute and deliver this Permit on behalf of the Party for which he or she is signing. The Parties hereby warrant to each other that each has full power and authority to enter into this Permit and to undertake the actions contemplated herein and that this Permit is enforceable in accordance with its terms.

CITY OF SHORELINE

By: \_\_\_\_\_  
Its: City Manager \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Margaret King, City Attorney  
Julie Ainsworth-Taylor, Assistant City Attorney

KING COUNTY

By: Mike Wise  
Its: Director of Elections  
Date: 8/22/18

Approved as to Form:

Julie Wise  
County Counsel



## Exhibit A

**Reference Links:**

- [King County Taxing Districts Codes and Levies \(.PDF\)](#)
- [King County Tax Links](#)
- [Property Tax Advisor](#)
- [Washington State Department of Revenue](#) (External link)
- [Washington State Board of Tax Appeals](#) (External link)
- [Board of Appeals/Equalization](#)
- [Districts](#)
- [Report](#)
- [iMap](#)
- [Recorder's Office](#)
- [Scanned images of surveys and other map documents](#)
- [Scanned images of plats](#)
- **Notice mailing date:**  
05/24/2018

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[Area Report](#)
[Property Detail](#)

**PARCEL**

<b>Parcel Number</b>	728390-0495
<b>Name</b>	CITY OF SHORELINE
<b>Site Address</b>	
<b>Legal</b>	RICHMOND HIGHLANDS ADD POR TR 67 DAF BEG NE COR SD LOT 67 TH N 89-10-09 W ALG N LN SD TR 67 265.01 FT TH S 76-46-45 E 61.53 FT TH S 89-34-52 E 65.00 FT TH S 00-25-08 W 127.50 FT TH S 89-34-52 E 134.00 FT TO W MGN OF AURORA AVE N TH NLY ALG SD WLY MGN TO THE POB LESS RD AS DESC IN DEED REC# 20110105000362

**BUILDING 1**

<b>Year Built</b>	
<b>Building Net Square Footage</b>	
<b>Construction Class</b>	
<b>Building Quality</b>	
<b>Lot Size</b>	20802
<b>Present Use</b>	Park, Public(Zoo/Arbor)
<b>Views</b>	No
<b>Waterfront</b>	

**TOTAL LEVY RATE DISTRIBUTION**

<b>Tax Year:</b> 2018	<b>Levy Code:</b> 2263	<b>Total Levy Rate:</b> \$11.64696	<b>Total Senior Rate:</b> \$6.45964
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**48.92% Voter Approved**

[Click here to see levy distribution comparison by year.](#)

**TAX ROLL HISTORY**

Valued Year	Tax Year	Appraised Land Value (\$)	Appraised Imps Value (\$)	Appraised Total (\$)	Taxable Land Value (\$)	Taxable Imps Value (\$)	Taxable Total (\$)
2018	2019	936,000	0	936,000	0	0	0
2017	2018	728,000	0	728,000	0	0	0
2016	2017	709,300	0	709,300	0	0	0

**ADVERTISEMENT**

## Exhibit B

### Shoreline Park & Ride

Traffic Path: —

Traffic Flow: ⇄

Proposed Ballot Box

Location: ■

(Ballot Box Location in Courtyard  
is Subject to City of Shoreline's  
Approval.)

