



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

April 15, 2008

Ordinance 16055

Proposed No. 2007-0396.2

Sponsors Constantine and Hague

1 AN ORDINANCE authorizing the King County executive
2 to execute an interlocal agreement with the King County
3 Ferry District for King County to provide services to the
4 King County Ferry District; and declaring an emergency.

5
6 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

7 SECTION 1. Findings:

8 A. On April 30, 2007, the King County council approved Ordinance 15739,
9 establishing the King County Ferry District. As authorized by RCW 36.54.110, the ferry
10 district is a municipal corporation, an independent taxing "authority" within the meaning
11 of Article VII, section 1 of the state Constitution, and a "taxing district" within the
12 meaning of Article VII, section 2 of the state Constitution.

13 B. In 2003, 2006, and 2007 the legislature made statutory changes to facilitate
14 passenger-only ferry service and related services by county ferry districts.

15 C. The state Passenger-Only Ferry Task Force, which completed its work in
16 January 2006, found that passenger-only ferry service is an important component of state,

17 regional and local transportation infrastructure but is not sustainable at this time without
18 public subsidies.

19 D. The stated intent of creation of the ferry district is to provide passenger-only
20 ferry service to various parts of the county, including potential routes serving Vashon
21 Island, West Seattle, Des Moines, Downtown Seattle, North Bay, Magnolia, Shilshole,
22 Shoreline, Lake Union, North Renton, the University of Washington, Kenmore and
23 Kirkland. The county submitted to the governor a business plan for passenger-only ferry
24 service between Vashon Island and downtown Seattle, and the governor approved this
25 plan.

26 E. In 1997, King County began operating seasonal water taxi service across
27 Elliott Bay with increasing ridership in each year of operation. In 2006, the Elliott Bay
28 Water Taxi carried in excess of one hundred twenty two thousand passengers.

29 F. The county council found that creation of the ferry district was in the public
30 interest given the state legislature's actions to encourage local government support for
31 passenger-only ferry service, the county's experience with the Elliott Bay Water Taxi and
32 business plan preparations, and the recommendations from the state's Passenger-Only
33 Ferry Task Force.

34 G. The King County Ferry District requests that King County provide
35 services to it.

36 H. King County is authorized by chapter 36.54 RCW to undertake the
37 activities contemplated by the King County Ferry District and is willing and able
38 to perform such services for the King County Ferry District.

39 I. The parties can achieve cost savings and benefits that are in the public's
40 interest by having King County provide such services to the King County Ferry
41 District.

42 J. Chapter 39.34 RCW authorizes counties to enter into agreements to
43 provide services to other governmental agencies such as Attachment A to this
44 ordinance.

45 K. Speedy approval of this interlocal agreement is necessary so the county can
46 provide support to the ferry district including entry into a contractual agreement for the
47 2008 operation of the Elliott Bay Water Taxi with service beginning on April 27.

48 L. Speedy approval of this interlocal agreement is also necessary to allow the
49 county to negotiate with the state for operation of the passenger-only ferry between
50 Vashon Island and downtown Seattle for a twelve-month period commencing on July 1,
51 2008.

52 SECTION 2. The county executive is hereby authorized to execute an interlocal
53 agreement, substantially in the form of Attachment A to this ordinance, with the King
54 County Ferry District for the provision of services.

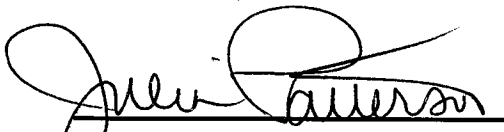
55 SECTION 3. For the reasons set forth in section 1 of this ordinance, the
56 metropolitan King County council finds as a fact and declares that an emergency exists

57 and that this ordinance is necessary for the immediate preservation of public peace, health
58 or safety or for the support of county government and its existing public institutions.
59

Ordinance 16055 was introduced on 7/23/2007 and passed as amended by the Metropolitan King County Council on 4/14/2008, by the following vote:

Yes: 9 - Ms. Patterson, Mr. Dunn, Mr. Constantine, Ms. Lambert, Mr. von Reichbauer, Mr. Ferguson, Mr. Gossett, Mr. Phillips and Ms. Hague
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Julia Patterson, Chair

ATTEST:



Anne Noris, Clerk of the Council

Attachments A. Interlocal Agreement Between King County and the King County Ferry District dated April 14, 2008

16055

**INTERLOCAL AGREEMENT BETWEEN
KING COUNTY AND THE KING COUNTY FERRY DISTRICT
REGARDING ADMINISTRATIVE AND SUPPORT SERVICES**

This Agreement is hereby entered into by King County, a home rule charter County in the State of Washington (hereinafter referred to as the "County"), and the King County Ferry District, a municipal corporation of the State of Washington (hereinafter referred to as the "District") and shall be effective upon approval by King County and the District.

WHEREAS, the County developed and submitted a business plan to the governor for a ferry district in accordance with RCW 36.54.110; and

WHEREAS, the governor approved the business plan and the County formed the District by adopting Ordinance 15739; and

WHEREAS, the District currently consists solely of its governing body, the County Council acting ex officio and independently, and the county treasurer acting as the District's treasurer in accordance with Chapter 36.54 RCW; and

WHEREAS, the District desires to plan for the provision of passenger-only ferry service in the most cost effective manner; and

WHEREAS, pursuant to RCW 36.54.010 et seq., the County has authority to operate ferry service within the county or between other counties; and

WHEREAS, the County has the administrative infrastructure necessary to support the work of the District and the experience planning for and operating public transportation service, including water borne transportation; and

WHEREAS, the County has contracted for public water taxi service on Elliott Bay since 1997; and

WHEREAS, the County has established a Marine Division within its Department of Transportation ("Marine Division") for the purpose of providing services to the District; and

WHEREAS, it is the intent of the District that in contracting with King County to manage operations for routes serving Vashon Island and West Seattle, expenses will be managed so that there is sufficient funding in reserve for a sequenced rollout of five demonstration passenger-ferry routes as described in District Resolution FD2007-06.2, Section L, including but not limited to, Des Moines, Downtown Seattle, North Bay, Magnolia, Shilshole, Shoreline, Lake Union, North Renton, the University of Washington, Kenmore and Kirkland; and

WHEREAS, the parties are each authorized to enter into this Agreement pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act);

NOW, THEREFORE, it is agreed by the parties as follows:

1. Purpose of the Agreement.

1.1 The purpose of this Agreement is to provide the terms and conditions under which the County will provide its technical expertise and services to the District in order for the District to effectively and efficiently provide passenger-only ferry service to the people of King County.

1.2 The services performed by the County pursuant to this Agreement will be funded by District revenues as reflected in budgets for work to be performed by the County each year ("Annual Budget"). In addition to the general services provided by the County pursuant to this Agreement, the specific tasks to be performed each year will be established by a plan describing services to be performed by the County on behalf of the District and describing the capital investment to be made that year related to such services ("Annual Plan").

2. District Obligations.

2.1 In consultation with the County, the District shall adopt by resolution an Annual Budget and Annual Plan each calendar year for the duration of this Agreement. The District has approved by resolution the Annual Budget and the Annual Plan for 2008, which are attached to this Agreement as Attachment A and B respectively.

2.2 The District shall pay for the costs incurred by the County, consistent with the terms of this Agreement and the Annual Plan, as follows:

2.2.1 District shall pay the County for all actual incurred costs for providing the services under this Agreement, such as direct labor, employment benefits, equipment rental, sub-contractors, materials and supplies, utilities, permits and capital improvements, financing expenses and acquisitions.

2.2.2 The District shall pay the County for administrative overhead costs for the services provided by the County to the District. The administrative overhead costs incurred from the distribution of central rate charges shall be billed to the District in accordance with the standard methodologies for determining such costs as reviewed and approved by the King County Office of Management and Budget and included to generate the overhead costs in the adopted County budget each year. The standard methodologies are described in Attachment C to this Agreement.

2.2.3 If the County seeks reimbursement of County costs incurred by the County from August 1, 2007 through the effective date of this agreement pursuant to District Resolution FD 2007-02.2 (planning and implementation of passenger-only ferry service), the District shall pay for such costs.

2.3 The District shall adopt a fare policy and establish and set fares.

2.4 The District shall adopt and maintain a branding plan that includes a logo design, vessel-painting scheme and advertising.

2.5 The District shall provide public outreach and media relations regarding issues related to policy decisions of the Board, e.g. what routes to operate and at what level of service.

2.6 The District shall respond to requests for District public records pursuant to Chapter 42.56 RCW, applicable District resolutions and this Agreement.

2.7 Unless provided otherwise by District resolution or policy or in the Annual Budget and Annual Plan, the District shall own all ferry service capital assets that are acquired by the District or the County for the purpose of providing ferry services pursuant to this Agreement ("Capital Assets"); provided, that the County shall own any vehicles that are acquired by the County, operated by the County Transit Division and used to provide shuttle service for ferry service passengers. Capital Assets shall include, but are not limited to, land, buildings and other improvements to land, vessels, vehicles, docks, equipment, materials, intellectual property and infrastructure. If the District proposes that the County own capital assets related to this Agreement, ownership shall be by mutual agreement by both parties. In consultation with the County, the District will develop policies regarding acquisition (by purchase, lease or otherwise) and financing of and payment for Capital Assets. The County shall have sole control and use of the Capital Assets during the term of this Agreement.

2.7.1 The District shall make all payments for which it is responsible relating to a Capital Asset in a timely manner. If the District fails to make payment in a timely manner, the County may make such payment and shall be reimbursed by the District for such payment and the costs associated with arranging for such payment.

2.8 The District shall cooperate fully in executing documents necessary for the County to provide services under this Agreement.

3. County Obligations.

3.1 Unless otherwise directed by the District, the County shall make available the Clerk of the County Council to serve as Clerk of the District ("Clerk of the Board") and to provide services to the District that are similar to the services provided by the Clerk of the Council to the County Council.

3.2 The County shall perform all services necessary to carry out the Annual Plan and this Agreement, including, but not limited to, the following; provided that, unless specified in the Annual Plan or this Agreement, the County may contract with third parties to perform services if the County determines that such arrangement would be beneficial to the County and the District:

3.2.1 Establish a schedule of sailings consistent with the Annual Plan.

3.2.2 Provide a fare collection system and sell fare media.

3.2.3 Hire, train and manage personnel and negotiate and administer labor contracts; provided, that the Clerk of the Council shall be supervised by the District when

serving as the Clerk of the Board. During the process of hiring a Marine Division General Manager, the County shall provide the Ferry District's Executive Committee or designee an opportunity to meet with the candidate and provide input for the King County Department of Transportation Director's consideration prior to the appointment of the General Manager. During negotiation of labor contracts, the County shall consult with the District's designee as soon as practicable, but within at most five business days, following a request of the designee. All personnel hired by the County shall be employees of the County for all purposes.

3.2.4 In accordance with the Annual Plan and this Agreement, acquire, construct, maintain, repair and operate Capital Assets and, as approved by the District, establish and maintain a Capital Asset management system to ensure appropriate maintenance of Capital Assets. The District shall be responsible for the inventory of and accounting and financial reporting for Capital Assets, including all required state and federal reporting requirements including the annual Federal Transit Administration's National Transit Database report. The County shall use its procurement procedures. The County shall have sole control of the use of Capital Assets during the term of this Agreement. The County shall retain all revenue derived from operation of the ferry service; provided, that the revenue shall be retained in a discrete account and shall be used only for activities in the Marine Operating Account in accordance with this Agreement.

3.2.5 Provide and maintain a clean and reliable passenger-only ferry service.

3.2.6 Provide customer service and develop and distribute customer information.

3.2.7 As approved by the District, conduct marketing of the ferry service and identify the District as the provider of the ferry service in all written material.

3.2.8 In accordance with District policy and criteria, provide public outreach, media relations and customer service regarding issues not related to policy decisions of the Board.

3.2.9 Provide government relations service when requested by the District and agreed to by the County.

3.2.10 Produce and install informational signs and paint the vessels consistent with the District's adopted branding plan.

3.2.11 Comply with applicable policies, laws and regulations, obtain all permits, certification and accreditation, and prepare and submit all plans, reports and any other information to regulatory agencies and bodies, as are required of passenger-ferry operators pursuant to applicable laws and regulations.

3.2.12 Execute all third party contracts in the name of the County; provided that if a governmental agency third party requires the contract to be executed by the District, the County will submit the contract to the District for execution by the District. When applicable, the County shall include in all third-party contracts a provision that requires the contractor to include the District as

an additional insured on the contractor's insurance.

3.3 When requested by the District, the County shall provide other support services to the District that are similar to those provided by County agencies to the County Council, including, but not limited to policy analysis of legislation and budgets, technical services and communications.

3.4 When requested by the District, the County may provide additional technical expertise and personnel that it is not otherwise required to provide in order to assist the District in carrying out activities related the ferry services identified in the Annual Plan.

3.5 The County shall maintain accounts and records, including labor, property, financial and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed by the County pursuant to this Agreement. The County shall make available to the District during regular business hours all records related to any matters covered by this Agreement not otherwise privileged. The County shall implement a file retrieval system to respond to requests for County Records related to this Agreement in a timely way, and shall maintain and preserve the records in accordance with applicable state and County retention schedules. The County shall provide the District with copies of all contracts signed by the County in carrying-out this Agreement and the Annual Plan. Upon receipt by the County of a public records disclosure request under Chapter 42.56 RCW that would require disclosure of County Records related to this Agreement, the County shall advise the Clerk of the Board of such request within twenty-four (24) hours.

3.6 Each year during the term of this Agreement, the County shall prepare and submit for review and approval by the District a proposed Annual Budget and a proposed Annual Plan. The submittal shall occur not later than July 31 and shall be consistent with the annual budget request submitted by the Department of Transportation to the Office of Budget and Management. The County shall provide adequate supporting information to allow the District to analyze the proposed Annual Budget and Annual Plan including a capital improvement plan for the routes identified in the Annual Plan and for the time period that covers the remaining term of this Agreement. The District may request additional information from the County, which the County shall provide in a timely manner, but not more than five (5) business days after receiving the request.

3.7 In the event of a threat of imminent harm to property or public safety, the County shall respond on behalf of the District and shall immediately inform the District of emergency actions that have been taken, or may be required, to protect against such threat.

3.8 The parties recognize that the County has the ability to apply for and obtain federal and state grants. The County will make concerted efforts to secure available grants on behalf of the District. The County shall include anticipated grant proceeds in the proposed Annual Budget or supporting information. When requested by the District, the County shall provide the District with grant management services for grants obtained by the District including, but not limited to, grant reporting, grant tracking, grant audit and audit management, and grant close-out activities.

4. Monitoring and Adjusting the Annual Budget and Annual Plan

The Parties agree that the County shall not subsidize the District's ferry service, and that the County shall comply with the Annual Plan. Through the invoicing process and reporting requirements of this Agreement, the County shall keep the District apprised of any foreseeable need to amend the Annual Budget and Annual Plan. If the County believes that the cost of complying with the Annual Plan is likely to exceed the Annual Budget, it shall as soon as possible prepare and submit to the District a proposed amendment to the Annual Budget and/or Annual Plan. The District shall consider the proposed amendment in a timely manner, and may amend the Annual Budget and/or provide for service or other adjustments to the Annual Plan.

Despite the District response to the County's proposed amendment to an Annual Budget, the General Manager of the Marine Division may, after consultation with the District, adjust service levels on a route or routes, but not eliminate all ferry service on a route or routes, and/or adjust the provision of support services to the extent the General Manager determines it is necessary to ensure that the costs incurred by the County will not exceed the remaining amount of the Annual Budget. However, if costs exceed the Annual Budget despite such adjustments by the General Manager, the District shall remain obligated to reimburse the County for costs incurred by the County consistent with this Agreement and the Annual Plan.

5. Invoices.

5.1 Immediately upon execution of this Agreement by both parties, the County shall send an invoice to the District (1) for costs incurred by the County from August 1, 2007 through the effective date of this Agreement consistent with District Resolution FD2007-02.2 and (2) for advance payment of one month of West Seattle ferry service. One month before operation of the Vashon Island ferry service, the County shall send an invoice to the District for advance payment of one month of the Vashon Island ferry service. The advance payments for the West Seattle and Vashon Island ferry services shall be reflected as a prepayment against actual costs in the subsequent invoice sent by the County pursuant to Section 5.3.

5.2 Upon execution of this Agreement by both parties and then prior to the beginning of each year thereafter, the parties shall agree on the estimated monthly cash flow requirements for implementation of the Annual Plan.

5.3 In addition to the invoices provided for in section 5.1, the County shall submit monthly invoices to the District for reimbursement of services and capital costs actually incurred less the amount of revenues received from fares, merchandise, advertising, and other income derived from ferry operations and marketing by the County pursuant to this Agreement. All invoices shall be in a form and contain information and data as determined by the District; provided that the information is available in existing County accounting systems.

5.4 The invoice shall be reviewed and approved by the Clerk of the Board, or by another person designated by the District Board. The District will notify the County within ten (10) business days if the invoice is inaccurate or incomplete. Payments are due within thirty (30) days of receipt. For the invoices submitted under section 5.1, the District shall use its best efforts to expedite payment through the County division that functions as the District's treasurer.

- 5.5 The invoices will be submitted to:
Clerk of the Board
King County Ferry District

Payments will be made to:
Manager
Financial Management Section
Finance and Business Operations Division
King County Department of Executive Services

6. Financial and Accounting Reporting.

6.1 The County shall submit to the District, together with the monthly invoices, monthly reports regarding revenues and expenditures of the County pursuant to this Agreement. The revenues and expenditures on the monthly reports should generally reflect county budgetary practices and BARS requirements of the Washington State Auditor's Office.

6.2 In addition to the monthly reports, which shall include a December report, the County shall submit to the District a calendar year final report after year-end closing processes are complete.

- 6.3 All reports shall be submitted to:

Clerk of the Board
King County Ferry District

7. Performance Reports.

7.1 The County shall prepare and submit to the District, a quarterly performance report, outlining the status of the County's implementation of the Annual Plan.

- 7.2 The report shall include but not be limited to the following:

7.2.1 Ridership and fare box recovery;

7.2.2 On-time performance statistics as available;

7.2.3 A proposal for revisions to the Annual Plan or Annual Budget;

7.2.4 Identification and status of capital acquisition and construction projects, including new projects and any changes to schedule and estimated costs of previously identified projects; and

7.2.5 Customer service calls.

7.3 The Parties may agree to include in the reports additional performance measures to ensure accountability to the public.

8. Legal Relations.

8.1 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. The County is an independent contractor with respect to the services under this Agreement and nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees, agents contractors or subcontractors of the other party.

8.2 This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

8.3 To the maximum extent permitted by law, each party shall defend, indemnify and hold harmless the other party, and all of its officials, employees, principals and agents, from any and all claims, demands, suits, actions, fines, penalties, and liability of any kind, including injuries to persons or damages to property, which arise out of or are related to any negligent acts, errors, omissions of the indemnifying party and its contractors, agents, employees and representatives in performing obligations under this Agreement. Provided, that if any such damages and injuries to persons or property are caused by or result from the concurrent negligence of the District or its contractors, employees, agents, or representatives, and the County or its contractor or employees, agents, or representatives, each party's obligation hereunder applies only to the extent of the negligence of such party or its contractor or employees, agents, or representatives.

The foregoing indemnity is specifically and expressly intended to constitute a waiver of each party's immunity under industrial insurance, Title 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated.

8.4 In the event either party incurs attorney fees, costs or other legal expenses to enforce the provisions of this section against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.

8.5 The County shall provide insurance coverage, or self-insurance, for the acts and omissions of its officers, employees and agents in providing the services and carrying out the obligations of this Agreement, to the same extent and in the same amount as is provided generally by the County for its officers, employees and agents. The County shall provide proof of such insurance coverage or self-insurance at the request of the District. The District shall provide insurance coverage, or self-insurance, for the acts and omissions of its officers, employees and agents as determined by the District's Board. In the event that the Parties agree to have the County obtain insurance coverage for the District, the costs of such insurance shall be reimbursable to the County by the District.

8.6 The provisions of this section shall survive any termination of this Agreement.

9. Duration, Performance and Termination.

9.1 This Agreement shall take effect upon its signing by both parties and shall remain in effect until December 31, 2010 unless terminated earlier as provided herein. The District may extend this Agreement once for two (2) years by sending notice to the County of its intention to extend the Agreement on or before June 30, 2010.

9.2 The County's obligation to perform the work of this Agreement beyond the then current appropriation year is conditional upon appropriation by the King County Council of sufficient funds to support said work. Should such an appropriation not be approved, this Agreement will terminate automatically at the close of the then current appropriation year. The appropriation year ends on December 31 of each year.

9.3 If a party fails to perform its obligations as described in this Agreement, the parties shall use their good faith efforts to resolve the failure to perform using the dispute resolution process of section 10. If the dispute cannot be remedied, written notice of such termination shall be given by the party terminating this Agreement to the other party not less than one hundred and eighty (180) days prior to the effective date of termination; except that if the District fails to make payment as required herein, the County may provide written notice of termination not less than thirty (30) days prior to the effective date of termination..

9.4 Notwithstanding anything contained in this Agreement to the contrary, the County's obligation to perform any service described in this Agreement that requires the negotiation of a labor or service agreement prior to performance shall be excused if the County is unable to negotiate a reasonable labor or service agreement, as determined by the County in its sole discretion, in a timely manner. The County shall give the District written notice of such excused performance not less than ninety (90) days prior to the date the commencement of performance of the service is due.

9.5 Failure to require full and timely performance of any provision of this Agreement shall not waive the right to insist upon complete and timely performance thereafter.

9.6 In the event of termination, the parties agree to meet at least sixty (60) days prior to the effective date of termination, and thereafter as determined necessary by the District, to coordinate transfer of assets, leases, permits, licenses, service contracts and other agreements for the purpose of continuing the ferry service; provided, that the parties are under no obligation to effectuate a transfer.

9.7 The County shall be entitled to payment of all costs incurred consistent with this Agreement prior to the date of termination including costs associated with the transferring of assets and winding down of operations.

10. Dispute Resolution.

10.1 Should a dispute arise between the Parties out of or related to this Agreement, the Parties will notify the other in writing of any dispute that the respective Party believes should be resolved.

10.2 The Parties will communicate regularly and commit to act in good faith in seeking to resolve the dispute.

10.3 If the dispute cannot be remedied within thirty (30) days after written notice, the Parties shall consider submitting the matter to a mutually agreed upon non-binding mediator. The Parties shall share equally in the cost of the mediator.

11. Administration and Identification of Contacts.

11.1 This Agreement shall be administered by the Chair of the Board and the Director of King County Department of Transportation, or their designees, who shall be contacted as follows:

County:

Harold Taniguchi
Director, Department of Transportation
201 South Jackson Street Suite 817
Seattle, WA 98104-3856

District:

Clerk of the Board
King County Ferry District

A party may change its contact person for a party by delivering notice of such change to the other party.

11.2 All written notices required in this Agreement shall be either personally delivered, sent by certified mail, return receipt requested, postage prepaid, or sent by facsimile transmission (with confirmation receipt printed) to the persons identified in this Section 11.

12. General Provisions

12.1 Entire Agreement.

This Agreement, including exhibits referenced herein or attached hereto, is a complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded. Any modification, amendment, or clarification to this Agreement shall be in writing and signed by both parties. Copies of such shall be attached hereto and by this reference made a part of this Agreement as though fully set forth herein. Amendments that materially affect the policies and intent of this Agreement are subject to the approval of the

District Board and King County Council. Other amendments and modifications may be approved by persons signing this Agreement or their designees.

12.2 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.

12.3 Force Majeure

Notwithstanding anything contained herein to the contrary, neither party shall not be deemed in default hereunder nor liable for damages arising from its failure to perform any duty or obligation hereunder if such delay is due to causes beyond the party's reasonable control, including, but not limited to, acts of God, acts of civil or military authorities (including failure of civil authorities to timely process permits or provide utilities), fires, floods, windstorms, earthquakes, strikes or labor disturbances, civil commotion, delays in transportation, governmental delays or war.

13. Authorization

This agreement has been authorized by King County Ordinance ----- and King County Ferry District Resolution No.-----.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

KING COUNTY

Ron Sims
King County Executive.

Dated

Approved as to Form:

Dan Satterberg
King County Prosecuting Attorney

By: _____
Senior Deputy Prosecuting Attorney

Dated

KING COUNTY FERRY DISTRICT

Julia Patterson, Board Chair

Dated

Attachment A – Annual Budget

2008 BUDGET FOR THE KING COUNTY FERRY DISTRICT

APPROPRIATION	EXPENDITURES
Operating Costs - Start up and Phase 1 (net of fare and advertising revenue)	1,145,312
Shuttle Service	418,464
Demonstration Routes	-0-
King County Management Support	1,445,833
District Administration and Management Oversight	200,000
Capital Acquisition and Construction (net of grants and other contributions)	1,823,964
Reserve for Future Capital Commitments	13,334,074
TOTAL	\$18,367,647

100 percent of the amount to be expended in each appropriation item shall be paid from the general account of the King County Ferry District.

2008 Annual Plan

The County will be responsible for the following annual plan in 2008:

1. Elliott Bay Water Taxi

Implement and manage Water Taxi service including:

- Negotiate and execute service contract
- Provide shuttle service in West Seattle
- Develop and manage marketing plan and promotional events

The route will operate between Pier 55 on the downtown Seattle Waterfront and Seacrest Park in West Seattle

The route will be operated Monday through Thursday from approximately 6:50 a.m. to 7:10 p.m. and until 11:00 p.m. on Fridays. On the weekends, service will begin at approximately 8:30 a.m. and end at 11:00 p.m. on Saturday and 7:00 p.m. on Sunday.

Extended evening service will be provided Monday through Thursday for Mariner home games.

Frequency of service shall be at least:

Every 40 minutes during the weekday peak hours and every hour during the midday, evenings and weekends.

2. Vashon Island Passenger-only Ferry

Implement and manage passenger-only service including:

- Negotiate and execute a service contract with Washington State Ferries (July 08 – June 09)
- Perform work in preparation for in-house operations beginning July 2009

The route will operate between Pier 50 on downtown Seattle waterfront and the Vashon Island ferry terminal

The route will be operated weekdays only on the following schedule.

Leaves Seattle (Pier 50)

7:35 a.m.

4:45 p.m.

6:10 p.m.

Attachment B – Annual Plan

Leaves Vashon

7:00 a.m.

8:15 a.m.

5:25 p.m.

3. Capital Program

- Plan, make recommendations, implement and manage adopted capital program to establish facilities and vessels required for service operations

4. Branding

- Coordinate with the District as requested to plan and recommend a branding plan that includes proposals for a brand identity and branding material for the District's service (e.g. logos, signs, uniforms, vessel naming, painting and graphic scheme). Implement the District approved branding plan.

Attachment C:
Standard Method for Calculating King County Central Costs as Overhead

Schedule A and B show the formulas used by King County to calculate overhead charges.

Spreadsheet A shows the different indicators used to allocate particular costs summarized below:

Allocation to each department of General Government, Budget Services and the Office of Business Relations and Economic Development (BRED) are based on operating expenses of the department charged.

Allocations of personnel services, bus-pass subsidy, mail service, records management, and emergency services are based on the number of proposed FTE's in each department.

Allocation of ombudsman costs is based on the number of complaints received relating to each department.

Allocation of asset management costs are based on the value of each department's assets

Building occupancy allocation is based on the square footage used by the department.

State auditor costs are allocated based on transactions in the county financial systems.

Spreadsheet B shows the allocation of Prosecuting Attorney costs based on actual direct costs from prior years.

C-8	C-9	C-10	C-11	C-12	C-13
687,390	6,964,309	674,309	23,898,026	610,358	1,457,280
2005	2005	2005	2007	2006	2006
ARMS/IBIS	Adj. Opdr. Expenditures	Adj. Opdr. Expenditures	Projected Sq. Footage	Proposed FTE's	Proposed FTE's
Tran Count					
	Budget Service	Office of BRED	Building Occupancy	Records Management	Emergency Services
State Auditor					
436	-	-	115,639	2,595	6,195
696	-	5,057	122,418	2,777	6,629
51	2,418	11	13,684	28	543
79	-	1,445	-	501	1,195
123	-	-	31,991	501	1,195
77	-	-	1,068	319	761
62	2,724	12	-	182	435
185	-	-	-	91	217
230	-	722	-	1,138	2,717
7,705	-	-	-	2,094	4,999
290	-	-	-	637	1,521
18,869	561,213	4,604	1,760,340	46,064	109,882
72	-	-	-	21	217
112	-	2,889	235,938	273	552
498	-	2,889	-	888	2,119
727	-	6,501	240,954	3,072	7,336
41	1,278	6	-	46	109
329	12,823	56	-	1,274	3,043
167	8,385	36	-	1,520	3,630
5,183	112,036	1,209	678,273	7,616	18,185
5,000	245,987	3,068	1,568,386	22,923	54,730
5	-	-	-	-	-
10,835	185,198	5,138	3,696,202	17,841	42,596
3,043	114,655	498	454,383	10,549	25,188
3,488	79,053	343	579,953	9,718	23,203
8	-	-	-	-	-
112	1,377	6	7,093	91	217
46	-	-	-	-	-
7	-	-	-	-	-
0	-	-	-	-	-
57	-	-	246,503	-	-
1,235	93,727	407	663,420	10,242	24,452
22	-	-	-	-	-
2	-	-	-	-	-

2										
4										
5										
2,492	108,948	1,195					7,292			17,410
6,876	507,713	6,539			10,806,932		43,921			104,865
	64	0								
2,212	170,668	1,463			7,793		544			2,255
19										
1,163	18,206	66					1,138			2,717
8										
10										
0										
1										
161	6,084	26								
9	110	0								
72,554	2,229,707	42,188			21,532,972		196,564			469,313
1,537										
118,800	320,404	34,477					27,435			65,503
1										
1,097							46			109
6,258	12,155	53					542			1,294
3,973	6,437	28					319			761
4,472	13,301	58					853			2,038
499	7,713	33					592			1,413
401							387			876
827							455			1,083
4,962	54,305	2,403					3,658			8,830
53										
5,884	89,958	304					4,921			11,750
66,700	102,323	444					9,605			22,933
2,925							5,078			12,123
4,243	59,177	287			62,911		4,142			9,890
3,603	39,244	170					1,714			4,092
176										
102	589	3					46			109
786	4,303	19					517			1,235
3,411	131,148	1,292			579,710		10,765			25,702
38										
16										
181										
54										
11										
13										
9,600	97,405	423					7,100			16,952
67,871	607,532	23,551			175,347		47,925			138,341
14,186	126,978	4,922					10,017			
3,106										
							432			1,032
							159			380
323,785	1,653,024	68,436			817,868		136,748			326,496

King County Central Cost Allocation Plan(Internal) - 2007 Proposed Based on 2005 Actual and 2006-2007 Budgetary Data Schedule Bs - Cost Pools							Cost Pools 4/1/08 14:13
2007 Proposed CX Overhead Plan							
Cost Pool	2007 Proposed Esbase	PAC Charges	MMRF Charges	2007 Proposed	2007 Proposed Cost Pool	2006 Adopted Esbase	
County Council (1041)	5,672,850	192,739		5,865,589		6,008,798	
County Administrator (1043)	8,463,474			8,463,474		7,680,093	
County Executive 0110 - (1051)	286,284	489,623		785,917		701,793	
Office of the Executive 0120 - (7121)	3,665,119			3,668,119		3,192,872	
County Auditor 0040 - (1045)	1,859,718			1,389,718		1,326,796	
Executive Services Administration (0417)	2,598,461	16,736		2,615,197		3,251,293	
King County Civic Television (0060)	674,692			674,692		636,432	
Fellows						293,664	
Total General Government	Sch B-1				23,462,766	Sch B-1	
Personnel Services - OHRM (0420)	9,238,201	210,151		9,448,352		8,317,411	
Fellows							
Total Personnel Services	Sch B-2				9,448,352	Sch B-2	
Bus Pass Subsidy	3,169,391			3,169,391		2,999,578	
Total Bus Pass Subsidy	Sch B-3				3,169,391	Sch B-3	
Ombudsman 0050 - (1048)	1,089,769	5,518		1,095,287		836,536	
Total Ombudsman	Sch B-4				1,095,287	Sch B-4	
Space Planning	121,844			121,844		110,863	
Inventory and Control 0440 (1527)	401,965			401,965		370,983	
Total Fixed Assets Management	Sch B-5				523,809	Sch B-5	
Mail Services 0470 (1448)	407,284			407,284		329,528	
Mail Services 0410 (6513M)							
Total Mail Services	Sch B-6				407,284	Sch B-6	
State Auditor 0610 - (1065)	687,390			687,390		667,361	
Total State Auditor	Sch B-8				687,390	Sch B-8	
Budget Services - (0140)	6,937,994	26,315		6,964,309		6,210,864	
Total Budget Services	Sch B-9				6,964,309	Sch B-9	
BRED - Economic Development (7109)							
Total BRED	Sch B-10				30,246	Sch B-10	
Building Occupancy							
Total Building Occupancy	Sch B-11				24,302,390	Sch B-11	
Records Management 0470 - (1439)	610,358			610,358		529,557	

	Sch B-12	610,358	Sch B-12
Total Record Management			
BRED - BDCCH-Historic Preservation	1,024,880		757,236
Fellows Credit			(283,664)
Emergency Services 0401 - (2981)	1,444,276		1,064,780
Total Emergency Services	1,457,280	1,457,280	Sch B-13
Total	47,890,970	72,152,862	70,868,388

To Schedule A-1