

April 28, 1995

Introduced By:

BRIAN DERDOWSKI  
RON SIMS  
Greg Nickels

s95-318.mot (MB:tg)

Proposed No.:

95-318

MOTION NO. **9572**

A MOTION authorizing the executive or his designee to enter into an agreement with the City of Seattle, the Washington State Department of Transportation, and the Port of Seattle for conducting a South Downtown Design and Implementation Workshop.

WHEREAS, the City of Seattle, the Washington State Department of Transportation, the Port of Seattle, and King County (hereinafter called "the participating agencies") are planning significant new public projects in the South Downtown Seattle area, and

WHEREAS, the participating agencies have determined that a community design forum to define a framework for future development of the South Downtown area is in the public's best interest, and

WHEREAS, King County Department of Metropolitan Services (hereinafter called "Metro") operates transit services to Colman Dock, the King Street Station and other intermodal facilities in the South Downtown area, and

WHEREAS, the proposed agreement between Metro and the other participating agencies is in Metro's interest to ensure that proposals for public projects in the South Downtown area are coordinated and include transportation improvements and transit priority treatments, and

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

3 The county executive or his designee is hereby authorized to  
4 enter into an agreement with the City of Seattle, the  
5 Washington State Department of Transportation and the Port of  
6 Seattle, substantially in the form of Exhibit A attached  
7 hereto.

8  
9 PASSED by a vote of 12 to 0 this 15<sup>th</sup> day of  
10 May, 1995.

11 KING COUNTY COUNCIL  
12 KING COUNTY, WASHINGTON

13 Kent Pullen  
14 Chair

15 ATTEST:

16 Janet Masno  
17 Deputy Clerk of the Council

18 Attachments: Exhibit A - Agreement No. GC 10361 for South  
19 Downtown Design and Implementation Workshop by  
20 and between King County, the City of Seattle,  
21 the Washington State Department of  
22 Transportation, and the Port of Seattle.

**SOUTH DOWNTOWN DESIGN FORUM  
AGREEMENT NO. GS 10361**

**SEATTLE**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of April, 1995, between **WASHINGTON STATE FERRIES**, a division of the Washington State Department of Transportation, (hereinafter called the "**STATE**"); and the **PORT OF SEATTLE** (hereinafter called the "**PORT**"), the **CITY OF SEATTLE**, (hereinafter called the "**CITY**"), and **KING COUNTY**, (hereinafter called the "**COUNTY**"), municipal corporations organized under the laws of the State of Washington (all such parties are hereinafter called the "**PARTICIPATING AGENCIES**" or "parties", collectively).

**WHEREAS**, the "**PARTICIPATING AGENCIES**" have determined that a community design forum to define a framework for future development of the South Downtown area is in the public's best interest; and

**WHEREAS**, there are definite concerns relating to transit movement and facilities within the study area that will be addressed; and

**WHEREAS**, input from the public and other community groups and other permitting agencies will be necessary in the conduct of this forum;

**NOW THEREFORE**, in consideration of the terms, covenants and performance contained herein, the parties agree as follows:

**I.**

**SCOPE OF WORK**

The **CITY's** Design Commission shall conduct a three-day Design Forum for the South Downtown study area (hereinafter called the "Forum") with participation from the **STATE**, the **PORT**, and the **COUNTY**. The **CITY's** Design Commission shall plan, coordinate, and facilitate the Forum. The **CITY** shall, as a result of conducting the Forum, produce a Summary Report documenting the results of the Forum.

The **CITY** shall coordinate the work necessary to complete the Forum, including but not limited to: (i) selection of a consultant to assist in the coordination and facilitation of the Forum; (ii) administration of the consultant contract; and (iii) provision of assistance to the consultant, as necessary. The other **PARTICIPATING AGENCIES** shall participate in the selection of the consultant for the Forum and shall have the right to review and approve the consultant contract.

The estimated cost of the Forum is Sixty Thousand Dollars (\$60,000), subject to the provisions in Section III herein.

The **STATE**, the **PORT**, and the **COUNTY** shall each contribute a portion of the Forum costs, as specified in Section III herein. The **CITY** Design Commission shall, at its sole expense and prior to April 30, 1995, complete a work program that:

1. Establishes a planning committee to define the goals and objectives of the Forum;
2. Coordinates and facilitates a three (3) day Forum to be attended by permitting agencies;
3. Manages the Forum organization and design;
4. Develops a Forum image;
5. Oversees production of base maps; and
6. Produces a Summary Report.

## II.

### TERM

This Agreement shall commence on the date first written above, and shall expire on June 30, 1995; **Provided**, this Agreement may be extended for a period or periods of time to be agreed upon in advance between the parties. Unless the parties agree otherwise, all terms and conditions of the Agreement shall remain in full force and effect during any such extension.

**III.****PAYMENT**

The **STATE**, the **PORT**, and the **COUNTY**, in consideration of the **CITY**'s faithful performance of the work described herein, each agree to pay the **CITY** twenty-five percent (25%) of the actual direct and indirect Forum costs, not to exceed Fifteen Thousand Dollars (\$15,000) each. The **CITY** shall contribute an additional Fifteen Thousand Dollars (\$15,000) towards the cost of the Forum. The **STATE**, the **PORT** and the **COUNTY** shall not be liable for any costs that exceed their payments specified herein, unless each party agrees to enter into a written supplemental agreement for such costs in advance of the occurrence thereof.

The **STATE**, the **PORT** and the **COUNTY** shall make payments to the **CITY** after the **CITY** has incurred project expenditures. Such payment shall be made within thirty (30) calendar days following receipt of a detailed invoice from the **CITY** in an amount not to exceed the maximum amount specified herein. Such invoice shall include supporting documentation showing the source, nature and amounts of all costs incurred by the **CITY**.

It is agreed that payment by the **STATE**, the **PORT** and the **COUNTY** will not constitute agreement as to the appropriateness of any item, and that required adjustments will be made at the time any final audit that may occur. In the event that such final audit indicates an overpayment, the **CITY** agrees to refund the overpayment to the appropriate party within ninety (90) days after receipt of an invoice from such party.

**IV.****SCHEDULE AND REPORTS**

The Summary Report for the Forum shall be completed by April 30, 1995, unless delays are caused by factors beyond the **CITY**'s control, or by the addition of extra work pursuant to Section V herein.

The **CITY** agrees to produce two hundred (200) copies of the Summary Report and equally distribute such copies to each of the **PARTICIPATING AGENCIES**. Any of the **PARTICIPATING AGENCIES** shall have the right to: (i) publish and reproduce the Summary Report; and (ii) modify or remove any restrictive markings placed thereupon by the **CITY**, the consultant, or any other party. Any recommendations in the Summary Report shall not be binding on the **PARTICIPATING AGENCIES**.

## V.

**CHANGES IN PROJECT**

In the event any change is required in the scope of work under this Agreement, approval must be secured from each of the **PARTICIPATING AGENCIES** prior to beginning such work. Reimbursement for increased work, cost and/or a substantial change in the scope of work shall be limited to costs covered by a written supplemental agreement signed by all of the **PARTICIPATING AGENCIES**.

## VI.

**MAINTENANCE OF RECORDS**

During the term of this Agreement, and for a period of not less than three (3) years from the date of final payment to the **CITY**, records and accounts pertaining to the Forum (and any other agreed upon work) are to be kept available for inspection and audit by representatives of any one or all of the **PARTICIPATING AGENCIES**. Copies of the records shall be furnished to the **PARTICIPATING AGENCIES** upon request, and shall be maintained in accordance with a work order accounting procedure prescribed by the Division of Municipal Corporations of the State Auditor's Office.

## VII.

**NON-DISCRIMINATION**

In the performance of this Agreement, the parties shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) and Chapter 40.60 RCW, as now or hereafter amended. The parties shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, sexual orientation, Vietnam-Era and Disabled Veterans status, or disability status in:

1. Any terms or conditions of employment, to include taking affirmative action necessary to accomplish the objectives of this Section; and
2. Offering individuals or firms the opportunity to participate in this project through the consultant selection process provided for in this Agreement.

In the event of any party's non-compliance or refusal to comply with the above provisions, this Agreement may be rescinded, canceled, or terminated in whole or in part and the defaulting party declared ineligible for further agreement with the other parties. The defaulting party shall, however, be given a reasonable time in which to cure the noncompliance.

### VIII.

#### INDEMNIFICATION

Each of the **PARTICIPATING AGENCIES** agrees to defend, indemnify and hold harmless the other parties, their officers, agents and employees for all claims (including demands, suits, penalties, losses, damages or costs of any kind whatsoever) to the extent such a claim arises or is caused by such party's (i.e. indemnitor's) own negligence or that of its officers, agents, employees or contractors in performance of this Agreement.

### IX.

#### TERMINATION

Without limitation to such rights as any party shall otherwise have by law, any of the **PARTICIPATING AGENCIES** shall have the right to terminate the Agreement for any reason upon written notice to the other parties. In the event of such termination, each of the **PARTICIPATING AGENCIES** shall pay the **CITY** a pro-rated share of the maximum payment specified herein, for a portion of the actual Forum costs incurred by the **CITY** prior to receipt of the termination notice.

### X.

#### SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect.

**XI.****LIABILITY**

No liability shall attach to any of the **PARTICIPATING AGENCIES** by reason of entering into this Agreement except as expressly provided herein.

**XII.****GOVERNING LAW**

This Agreement shall be deemed to be made in the County of King, State of Washington, and the legal rights and obligations of the **PARTICIPATING AGENCIES** shall be determined in accordance with the laws of the State of Washington. All legal actions in connection with this Agreement shall be brought in the County of King, State of Washington.

**XIII.****ENTIRE AGREEMENT/AMENDMENT**

This Agreement, together with any documents incorporated by reference, shall constitute the entire agreement between the parties with respect to the services to be provided and shall supersede all prior agreements, proposals, understandings, representations, correspondence or communications relating to the subject matter hereof. No modification or amendment of this Agreement shall be valid and effective unless evidenced by an agreement in writing.



IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the day and year first written above.

**WASHINGTON STATE FERRIES  
Washington State Department of Transportation**

By: \_\_\_\_\_  
Paul Green, Director

**CITY OF SEATTLE**

By: \_\_\_\_\_  
Norm Rice, Mayor

**PORT OF SEATTLE**

By: \_\_\_\_\_  
Mic Dinsmore, Executive Director

**KING COUNTY/METRO**

By: \_\_\_\_\_  
Carolyn J. Purnell, Executive Director, Metro