

July 3, 1996

Introduced by: \_\_\_\_\_

wtrfmot

Proposed No.: 96-551

MOTION NO. **9908**

1  
2 A MOTION authorizing the executive or his designee to  
3 enter into an agreement with the Washington State  
4 Department of Transportation, the City of Seattle, and the  
5 Port of Seattle for developing a master development plan for  
6 the Seattle waterfront area from Terminal 46 to Pier 48 and  
7 including the ferry terminal at Colman Dock.  
8

9 WHEREAS, the Washington State Department of Transportation, the city of  
10 Seattle, the Port of Seattle, and King County (hereinafter called "the participating  
11 agencies") through the King County department of transportation (hereinafter called  
12 KCDOT) are planning to prepare a development plan for part of the Seattle downtown  
13 waterfront around the Colman Dock ferry terminal, and

14 WHEREAS, on May 15, 1995 King County approved Motion No. 9572 entering  
15 into an interlocal agreement with the other participating agencies to conduct a series of  
16 design and implementation workshops with public and private groups with property  
17 interests in the South Seattle downtown area, and

18 WHEREAS, the participating agencies have determined that a master development  
19 plan to evaluate and recommend conceptual and design ideas for the future development of  
20 the South Seattle downtown waterfront is in the public's best interest, and

21 WHEREAS, the Colman Dock ferry terminal functions as a strategic transportation  
22 hub for the region, and

23 WHEREAS, King County operates transit services to Colman Dock and other  
24 intermodal facilities in the South Seattle downtown waterfront area, and

25 WHEREAS, the master development plan presents a good opportunity to plan for  
26 and develop coordinated land use and transportation investments, and

27 WHEREAS, the proposed agreement between King County and the other  
28 participating agencies is in King County's interest to ensure that development plans are  
29 coordinate and include transportation improvements and transit priority treatments, and

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WHEREAS, King County funds and staffing to participate in the interlocal agreement are available in the 1996 Budget;

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

The county executive or his designee is hereby authorized to enter into an agreement with the other participating parties, substantially in the form of Exhibit A attached hereto.

PASSED by a vote of 13 to 0 this 22<sup>nd</sup> day of July, 1996.

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON

Jane Hague  
Chair

ATTEST:

Gerald A. Peterson  
Clerk of the Council

Attachment: Exhibit A - Agreement

P. 12 13  
**DRAFT**

**SOUTH DOWNTOWN WATERFRONT  
MASTER DEVELOPMENT PLAN  
AGREEMENT NO. GCA 0310**

**9908**

SEATTLE

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1996, between the PORT OF SEATTLE, (hereinafter called the "PORT"), the CITY OF SEATTLE (hereinafter called the "CITY"), and KING COUNTY (hereinafter called the "COUNTY"), and WASHINGTON STATE FERRIES, a division of the Washington State Department of Transportation (hereinafter called "WSF".)

WHEREAS, the PORT provides a terminal for international ferry service to Victoria, British Columbia and owns and operates Pier 48 and Terminal 46 in Seattle, Washington; and

WHEREAS, WSF operates regional ferry services on Puget Sound and owns the Colman Dock Ferry Terminal, Piers 50 through 52 in Seattle (hereinafter called "Colman Dock"); and

WHEREAS, the CITY is responsible for maintaining the local street system adjacent to Colman Dock and surrounding properties and owns Fire Station Number 5, the Washington Street Boat Landing, and the Harbor Patrol Station Pergola in Seattle; and

WHEREAS, the COUNTY is responsible for the delivery of transit service throughout the Seattle urbanized area, including the downtown core and waterfront, and currently operates the Waterfront Trolley along Alaskan Way; and

WHEREAS, the PORT and WSF have determined there may be significant opportunities for joint development and/or shared use of their respective facilities along Seattle's south downtown waterfront (herein called "south downtown waterfront"); and

WHEREAS, the CITY seeks more pedestrian and water-related activity along the south downtown waterfront, particularly at the Washington Street Public Boat Landing; and

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WHEREAS, the parties have determined that the public would be best served through a collaborative and open effort to create a Master Development Plan for the south downtown waterfront.

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

I.  
SCOPE OF WORK

- A. The South Downtown Master Development Plan (MDP) project is intended to guide redevelopment of the Seattle waterfront from the northern corner of Terminal 46 to the northern limit of the Madison Street right-of-way, including Pier 48, the Washington Street Public Boat Landing, Colman Dock, and Fire Station 5 (hereinafter called the "Project Area"). The project includes planning, design, economic analysis, and environmental review.
  
- B. The goals of the MDP are to:
  - 1. Optimize efficiency of existing and potential waterside operations;
  - 2. Maintain berth capacity for existing marine uses and maximize opportunities for additional water-dependent uses;
  - 3. Plan for improved landside transportation access;
  - 4. Identify options for jointly meeting public access and view corridor requirements;
  - 5. Explore the potential for revenue-generating uses of the properties;
  - 6. Consider future operations with advanced vessel technologies;
  - 7. Consider an alternative location for the Seattle Fire Department, if needed, that would allow timely and effective response to fires in the downtown waterfront and harbor areas;
  - 8. Increase activity throughout the day in the Project Area to help reduce existing public safety problems and improve the economic climate in Pioneer Square;
  - 9. Plan for continued use of the Project Area as a major intermodal transportation hub; and
  - 10. Examine a broad range of joint venture opportunities for ownership, investment and management of facilities.

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- C. The MDP is expected to lead to one or more agreements among the Participating Agencies and one or more proposals to the Seattle City Council for legislative or regulatory action. The specifics of such agreement(s) and proposal(s) will depend upon the results of the Project's planning, design, analysis and environmental review, but may include one or more of the following:
1. Amendment of Seattle's Comprehensive Plan;
  2. Adoption of a sub-area plan under the Comprehensive Plan;
  3. Amendment of Seattle's Land Use Code;
  4. Execution of a Development Agreement as authorized by Revised Code of Washington (RCW) 36.70B.170;
  5. Approval of a Planned Community Development as authorized by Seattle Municipal Code (SMC) 23.49.036; and/or
  6. Approval of a contract rezone and Property Use and Development Agreement (PUDA) as authorized by SMC 23.34.004.
- D. The parties will jointly manage the project through a Technical Steering Committee which will participate in consultant selection. WSF, as lead agency, will be the signator on the project consultant contract. The selected consultant team will develop a detailed scope of work based upon the MDP scope of work herein. WSF will act as Chair of the Technical Steering Committee, and will handle the day-to-day project management responsibilities of the consultant team on behalf of the Technical Steering Committee. The Technical Steering Committee will be guided by a Policy Oversight Committee composed of Commissioners and Council Members representing the PORT, the CITY, the COUNTY and WSF. In addition, a Citizen's Advisory Group will be established to provide timely feedback from the business community and adjacent neighborhoods.
- E. The parties agree to aid the MDP effort by providing existing data and information that includes:
1. Previous studies, reports and plans regarding the Project Area;
  2. Geo-technical data, base maps and surveys;
  3. Information on ongoing public involvement activities;
  4. Information about agency coordination efforts and agreements;
  5. Information on current projects including plans and schedules;
  6. Information on known design constraints and opportunities;

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- 7. Information on existing land use regulations; and
- 8. Other pertinent information as may be identified later.

**II.  
TERM**

This Agreement shall commence on the date first written above, and shall expire on March 31, 1997; 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.  
FINANCIAL PARTICIPATION**

A. Each party to this Agreement shall contribute funds to finance the MDP. The current estimated cost to complete the MDP is Four Hundred Twenty-Five Thousand Dollars (\$425,000) maximum. Each party to this Agreement will also contribute staff time towards the MDP. The respective financial and staff participation levels are itemized as follows:

	<u>Payment</u>	plus	<u>Staff Time</u>
Washington State Ferries	\$310,000 min. \$335,000 max.		\$ 100,000
Port of Seattle	\$ 50,000.00 min. \$ 75,000.00 max.		\$ 25,000
City of Seattle	\$ 10,000 max.		\$ 40,000
King County	\$ <u>5,000 max.</u>		\$ <u>5,000</u>
Totals	\$360,000 min. \$425,000 max.		\$170,000

The final budget will be jointly developed and approved by the parties prior to initiation of any additional work.

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- B. The PORT, the CITY, and the COUNTY, in consideration of WSF's faithful performance of the lead agency work described herein, each agree to pay WSF their respective payments specified above, exclusive of staff time. The PORT, the CITY, 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.
- C. The PORT, the CITY, and the COUNTY shall make payments to WSF for incurred project expenditures. Such payment shall be made within thirty (30) calendar days following receipt of a detailed invoice from WSF 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 WSF.
- D. It is agreed that payment by the PORT, the CITY, and the COUNTY will not constitute agreement as to the appropriateness of any item, and that required adjustments will be made at the time of any final audit. In the event such final audit indicates an overpayment, WSF agrees to refund the overpayment to the appropriate party within ninety (90) days after receipt of an invoice from such party.

IV.  
TIME FOR COMPLETION

The project consultant will prepare a draft MDP by January 31, 1997, unless delays are caused by unforeseen factors, or by the addition of extra work pursuant to Article VI. The implementation and adoption of recommendations contained within the MDP will be at the sole discretion of the parties.

V.  
DELIVERABLES

WSF agrees to produce one hundred (100) copies of the draft MDP, to be equally distributed to each of the parties, including a copy on computer diskette. Each party shall have the right to: (i) publish and reproduce the MDP; and (ii) modify or remove any restrictive markings placed thereupon by any of the other parties or by consultants.

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VI.  
PROJECT CHANGES

In the event any change is required in the scope of work under this Agreement, approval must be secured from each party 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 the parties.

VII.  
NON-DISCRIMINATION

- A. 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 49.60 RCW, as now or hereafter amended. The parties shall not discriminate on the grounds of race, creed, color, national origin, families with children, sex, religion, marital status, age, or the presence of any sensory, mental, or physical disability or the use of a trained guide dog or service dog by a disabled person in:
1. Any terms or conditions of employment, to include taking affirmative action necessary to accomplish the objectives of this Article; and
  2. Offering individuals or firms the opportunity to participate in this project through the consultant selection process provided for in this Agreement.
- B. 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. The defaulting party shall, however, be given a reasonable time in which to cure the noncompliance.



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VIII.  
LEGAL RELATIONS

- A. It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of any party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of any of the other parties.
- B. To the maximum extent permitted by law, each party shall defend, indemnify and hold harmless the other parties and their officials and employees from all claims, demands, suits, actions, and liability of any kind whatsoever, which arise out of or are related to the acts or omissions of the indemnifying party and its officials, employees, agents and contractors. The indemnifying party specifically assumes liability for actions brought by its own employees against the other parties and for that purpose the indemnifying party specifically waives, as respects the other parties only, any immunity under the Worker's Compensation Act, RCW Title 51. The indemnifying party recognizes that this waiver was the subject of mutual negotiation and is expressly entered into pursuant to the provisions of RCW 4.24.115, if applicable. In the event either party incurs attorney's fees, costs or other legal expenses to enforce the provisions of the section against the other party, all such fees, costs and expenses shall be recoverable by the prevailing party.
- C. No liability shall attach to any of the parties by reason of entering into this Agreement except as expressly provided herein.
- D. Each party agrees that it will include in any contract which is related to the work of this Agreement a provision requiring the contractor to defend, indemnify and hold harmless all the parties to this Agreement against any claims arising out of or related to the work of the contractor.
- E. The provisions of this Article shall survive any termination or expiration of this Agreement.

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IX.  
RECORDS AND AUDIT

During the term of this Agreement, and for a period not less than three (3) years from the date of final payment to WSF, records and accounts pertaining to the work of this Agreement and accounting therefor shall be kept available for inspection and audit by representatives of the parties. Copies of the records shall be furnished to the parties 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.

X.  
INSURANCE

- A. Taking into account the scope of work and services which may be performed by any consultants, WSF shall prudently determine whether, and in what amounts, each consultant shall obtain and maintain public liability, professional liability, and any other insurance coverages. WSF shall require that any such insurance policies be endorsed to include each of the parties to this Agreement and their respective officers, officials, agents, and employees as additional insureds and contain "severability of interest" (cross liability) wording.
- B. The contractor's insurance shall be primary to, and not contributing with, any insurance or self-insurance which may be carried by the parties. Any such insurance coverages shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the parties to this Agreement. WSF shall furnish the parties with certificates of insurance and endorsements for such policies. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the parties and are to be received and approved by the parties prior to the commencement of activities associated with this Agreement. The parties reserve the right to require copies of all required insurance policies at any time.

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XI.  
TERMINATION

Without limitation to such rights as any party shall otherwise have by law, any party shall have the right to terminate the Agreement for any reason upon thirty (30) days written notice to the other parties. In the event of such termination, the terminating party agrees to pay WSF the terminating party's proportionate share of MDP costs specified in Article III, as may be incurred by WSF prior to receipt of the termination notice.

XII.  
SEVERABILITY

If any term or provision of this Agreement, or its application to any person or circumstance, is ruled invalid or unenforceable, the remainder of this Agreement will not be affected and will continue in full force and effect.

XIII.  
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 parties 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.

XIV.  
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

PORT OF SEATTLE

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

CITY OF SEATTLE

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

KING COUNTY

By: \_\_\_\_\_  
Gary Locke, County Executive

**9908**

Approved as to form for Washington State Ferries:

By: \_\_\_\_\_  
Assistant Attorney General

Date: \_\_\_\_\_

Approved as to form for Port of Seattle:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form for City of Seattle:

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

Approved as to form for King County:

By: \_\_\_\_\_

Date: \_\_\_\_\_