



King County

1200 King County
Courthouse
516 Third Avenue
Seattle, WA 98104

Meeting Agenda King County Ferry District

*Boardmembers: Joe McDermott, Chair; Larry Gossett, Vice Chair;
Reagan Dunn; Bob Ferguson; Jane Hague; Kathy Lambert;
Julia Patterson; Larry Phillips; Pete von Reichbauer*

1:30 PM

Monday, January 23, 2012

Room 1001

1. Call to Order

To show a PDF of the written materials for an agenda item, click on the agenda item below.

2. Roll Call

3. Approval of Minutes of October 31, 2011 **page 3**

Discussion and Possible Action

4. FD Resolution No. FD2012-01 **page 7**

A RESOLUTION authorizing the chair to enter into an amendment to the West Seattle Island Ferry Charter Contract between the King County Ferry District and Four Seasons Marine Services.

5. FD Resolution No. FD2012-02 **page 13**

A RESOLUTION authorizing the chair to enter into an amendment to the Vashon Island Ferry Charter Contract between the King County Ferry District and Four Seasons Marine Services.

6. Other Business

7. Adjournment



Sign language and communication material in alternate formats can be arranged given sufficient notice (206-1000).

FDD Number 296-1024.

ASSISTIVE LISTENING DEVICES AVAILABLE IN THE COUNCIL CHAMBERS.



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King County

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516 Third Avenue
Seattle, WA 98104

Meeting Minutes - Final King County Ferry District

*Boardmembers: Joe McDermott, Chair; Larry Gossett, Vice
Chair;*

*Reagan Dunn; Bob Ferguson; Jane Hague; Kathy Lambert;
Julia Patterson; Larry Phillips; Pete von Reichbauer*

1:30 PM

Monday, October 31, 2011

Room 1001

SPECIAL MEETING --DRAFT MINUTES--

1. Call to Order

The meeting was called to order at 1:43 p.m.

2. Roll Call

Present: 9 - Mr. McDermott, Mr. Ferguson, Mr. Gossett, Ms. Lambert, Mr. Phillips, Ms. Patterson, Ms. Hague, Mr. von Reichbauer and Mr. Dunn

3. Approval of Minutes of September 19, 2011

Mr. Gossett moved to approve the minutes of the September 19, 2011 meeting as presented. Seeing no objection, the Chair so ordered.

Discussion and Possible Action

4. **FD Resolution No. FD2011-10**

A RESOLUTION adopting the King County Ferry District's 2012 water taxi fares and repealing of Resolution FD2010-01, Section 2, effective March 1, 2012.

John Resha, Board staff, summarized his staff report.

**A motion was made by Boardmember Gossett that this FD Resolution be Passed.
The motion carried by the following vote:**

Yes: 9 - Mr. McDermott, Mr. Ferguson, Mr. Gossett, Ms. Lambert, Mr. Phillips, Ms. Patterson, Ms. Hague, Mr. von Reichbauer and Mr. Dunn

5. **FD Resolution No. FD2011-11**

A RESOLUTION authorizing the Chair of the King County Ferry District to execute the third addendum to the interlocal agreement with King County regarding administrative and support services to the King County Ferry District.

John Resha, Board staff, answered questions of the Board.

**A motion was made by Boardmember Gossett that this FD Resolution be Passed.
The motion carried by the following vote:**

Yes: 9 - Mr. McDermott, Mr. Ferguson, Mr. Gossett, Ms. Lambert, Mr. Phillips, Ms. Patterson, Ms. Hague, Mr. von Reichbauer and Mr. Dunn

6. FD Resolution No. FD2011-12

A RESOLUTION authorizing the chair to enter into an amendment to the agreement for legal services to the King County Ferry District.

John Resha, Board staff, answered questions of the Board.

**A motion was made by Boardmember Gossett that this FD Resolution be Passed.
The motion carried by the following vote:**

Yes: 9 - Mr. McDermott, Mr. Ferguson, Mr. Gossett, Ms. Lambert, Mr. Phillips, Ms. Patterson, Ms. Hague, Mr. von Reichbauer and Mr. Dunn

7. FD Resolution No. FD2011-16

A RESOLUTION authorizing the chair to enter into an amendment to the contract for accounting services to the King County Ferry District.

John Resha, Board staff, answered questions of the Board.

**A motion was made by Boardmember Gossett that this FD Resolution be Passed.
The motion carried by the following vote:**

Yes: 9 - Mr. McDermott, Mr. Ferguson, Mr. Gossett, Ms. Lambert, Mr. Phillips, Ms. Patterson, Ms. Hague, Mr. von Reichbauer and Mr. Dunn

8. FD Resolution No. FD2011-15

A RESOLUTION authorizing the chair to enter into an amendment to the Vashon Island Ferry Charter Contract between the King County Ferry District and Four Seasons Marine Services.

This matter was Deferred.

9. FD Resolution No. FD2011-13

A RESOLUTION relating to the operations and finances of the King County Ferry District and adopting the District's 2012 property tax levy.

John Resha, Board staff, answered questions of the Board.

**A motion was made by Boardmember Gossett that this FD Resolution be Passed.
The motion carried by the following vote:**

Yes: 9 - Mr. McDermott, Mr. Ferguson, Mr. Gossett, Ms. Lambert, Mr. Phillips, Ms. Patterson, Ms. Hague, Mr. von Reichbauer and Mr. Dunn

10. FD Resolution No. FD2011-14

A RESOLUTION relating to the operations and finances of the King County Ferry District and adopting the District's 2012 budget and work plan.

John Resha, Board staff, summarized his staff report.

On 10/31/2011, a public hearing was held and closed.

A motion was made by Boardmember Gossett that this FD Resolution be Passed. The motion carried by the following vote:

Yes: 9 - Mr. McDermott, Mr. Ferguson, Mr. Gossett, Ms. Lambert, Mr. Phillips, Ms. Patterson, Ms. Hague, Mr. von Reichbauer and Mr. Dunn

11. Adjournment

The meeting was adjourned at 2:09 p.m.

Approved this _____ day of _____.

Clerk's Signature

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KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

January 18, 2012

FD Resolution

Proposed No. FD2012-01.1

Sponsors

A RESOLUTION authorizing the chair to enter into an amendment to the West Seattle Island Ferry Charter Contract between the King County Ferry District and Four Seasons Marine Services.

WHEREAS, in January, 2010, the King County Ferry District ("District") entered into the West Seattle Island Ferry Charter Contract and its accompanying Acknowledgement and Agreement for lease by the District of the M.V. Rachel Marie; and

WHEREAS, the District desires to amend the contract to extend the term of the contract and amend contract terms relating to engine run down fees and termination of the contract, as set forth in Attachment A to this resolution; now, therefore

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KING COUNTY FERRY DISTRICT:

SECTION 1. The chair of the King County Ferry District is authorized to enter into the "Amendment to the West Seattle Island Ferry Charter Contract", attachment A to this resolution.

KING COUNTY FERRY DISTRICT
KING COUNTY, WASHINGTON

Joe McDermott, Chair

ATTEST:

Anne Noris, Clerk of the Board

Attachments: A. Amendment to the West Seattle Island Ferry Charter Contract

AMENDMENT TO WEST SEATTLE FERRY CHARTER CONTRACT

Effective April 1, 2012, sections 1.2, 1.12.A and 1.16.A of the West Seattle Ferry Charter Contract between Four Seasons Marine Services and the King County Ferry District (the "Contract") are amended, and a new section 1.12.C is added to the Contract, as follows:

A. Amendment of Section 1.2. Section 1.2 of the Contract is amended as follows:

1.2. TERM. Subject to the termination provisions in Subsection 1.16, this Contract shall be effective on the date first written above. The Contract shall terminate on the earlier of (i) the redelivery of the Vessel in accordance with Subsection 1.18 below ("Redelivery"), (ii) 11:00 p.m. on December 31, 2013 ~~December 31, 2012~~, (iii) termination under Subsection 1.7 B or Subsection 1.16, or (iv) redelivery in accordance with Subsection 1.7 C. Upon 120 days prior written request from County, the Contract may be extended on a month-to-month basis, for up to 3 months, as needed. Thereafter, subject to availability, this Contract may be extended for a mutually agreeable period of time upon the Parties' execution of a supplemental Contract. County shall compensate Owner for a month-to-month charter pursuant to Subsection 1.12.

B. Amendment of Section 1.12.A. Section 1.12.A of the Contract is amended as follows:

1.12.A. Rate Schedule. Commencing on Delivery of the Vessel, County shall pay Owner, as compensation for the charter of the Vessel, an all inclusive lease rate of thirty two thousand Dollars (\$32,000.00) per month, including all Owner's taxes ("Rent"), plus sales tax and all other taxes imposed on County but required to be collected by Owner. The Rent shall be pro-rated for partial months (i.e., a pro-rated daily rate equal to the monthly rate divided by the number of days in that month). County shall not pay such Rent in the event the Vessel is not available during the three months of Revenue Service as set forth in Subsection 1.6 and Owner has not provided a Backup Vessel to County. County's obligation to pay Rent for the Vessel and the Backup Vessel is conditioned upon appropriation by the Board of Supervisors of County of sufficient funds to pay such Rent for the Vessel and Backup Vessel. If such an appropriation not be approved, this Contract will terminate automatically at the close of the then current appropriation year. The appropriation year ends on December 31 of each year.

In addition to the monthly lease rate, County will pay Owner in accordance with the rate schedule below for engine run down fee, Technical Advisor, and training.

a. Rate	Price per Month
February 1, 2010– December 31, 2012 <u>2013</u>	\$32,000.00
<i>Other costs:</i>	Price Per Unit
b. Engine Run Down fee (per hour, both engines)	\$44.00 per HR; <u>February 1, 2010- August 31, 2012.</u> \$24.00 per HR; <u>September 1, 2012- December 31, 2013.</u>
c. Training (est. 10 days, 2 CG licensed personnel)	\$60.00 per HR EA
d. Mobilization Cost (one time cost)	\$16,500.00
e. (At County's discretion) Technical Advisor	\$115.00 per HR
Travel Time of Technical Advisor	½ of Technical Advisor rate- Not to Exceed 3 hours one way
Vehicle Mileage	\$.50 per mile

C. Addition of new Section 1.12.C. A new subsection C is added to Section 12 of the Contract as follows:

1.12 C. Engine Run Down Fee Reserve.

1. All engine run down fees paid to OWNER from the commencement of the Contract to its termination shall be held by OWNER as part of an Engine Run Down Fee Reserve.
2. COUNTY shall report engine hours to OWNER by the first day of the month for the previous month use, and shall pay OWNER for those engine hours within thirty (30) days of receipt of invoice from OWNER setting forth the total rent.
3. If, during the term of the Contract due to reasonable wear and tear from normal use, the Vessel requires a major overhaul and/or rebuilding of the Vessel's propulsion machinery (main engines, reduction gears, and propeller shafts), collectively hereinafter "Overhaul," then subject to the prior written approval of OWNER, OWNER shall reimburse COUNTY for the direct costs of such Overhaul up to the amount COUNTY has paid into the Engine Run Down Fee Reserve as of the date of the Overhaul. Overhaul costs in excess of costs so reimbursed by OWNER shall be the sole responsibility of COUNTY. Such reimbursements for Overhaul shall be made only for an Overhaul required due to reasonable wear and tear from normal use, and shall not be made for normal and routine maintenance of the Vessel, nor for overhauls or repairs required due to

inadequate maintenance, neglect or abuse of the machinery, nor any event that could be covered under Marine Hull and Machinery insurance (without regard to any insurance deductible). Any balance remaining in the Engine Run Down Fee Reserve at the end of the term shall be retained by OWNER.

D. Amendment of Section 1.16.A. Section 1.16.A of the Contract is amended as follows:

1.16 A. Termination for Convenience. After the first six (6) months of the Contract, by prior written notice, COUNTY may terminate this Contract for convenience if (1) COUNTY terminates service by the Vessel, in whole or in part, or determines that service by the Vessel is no longer feasible or desirable, in whole or in part, (2) COUNTY purchases or constructs a vessel to replace the Vessel or (3 ~~2~~) COUNTY determines that a Vessel does not provide reliable, safe transportation following a review of operations under this Contract; Provided, such conditions may also constitute a basis for termination for default pursuant to Paragraph B below. If after the first six months the Contract is terminated for convenience, COUNTY will pay OWNER three (3) months Rent at the standard monthly rate or thirty percent (30%) of the remaining charter value, whichever is less and shall not be liable for incidental or consequential damages or lost profits. If however, after the first six months of the Contract, COUNTY provides six (6) months advance written notice of intent to terminate for convenience, COUNTY shall only be liable for Rent prorated through the date of termination, any applicable repair costs incurred prior to such termination, and the cost of redelivering the Vessel in the condition specified in Subsection 1.18 ("Close-out Costs") and shall not be liable for incidental or consequential damages or lost profits.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates written below:

FOUR SEASONS MARINE SERVICES CORP. KING COUNTY FERRY DISTRICT

By: _____

By: _____

Chair

Date: _____

Date: _____

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KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

January 18, 2012

FD Resolution

Proposed No. FD2012-02.1

Sponsors

A RESOLUTION authorizing the chair to enter into an amendment to the Vashon Island Ferry Charter Contract between the King County Ferry District and Four Seasons Marine Services.

WHEREAS, in July, 2009, the King County Ferry District ("District") entered into the Vashon Island Ferry Charter Contract and its accompanying Acknowledgement and Agreement for lease by the District of the M.V. Melissa Ann; and

WHEREAS, the District desires to amend the contract to extend the term of the contract, reduce the vessel lease rate, and amend contract terms relating to engine run down fees and termination of the contract, as set forth in Attachment A to this resolution; now, therefore

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KING COUNTY FERRY DISTRICT:

SECTION 1. The chair of the King County Ferry District is authorized to enter into the "Amendment to the Vashon Island Ferry Charter Contract", attachment A to this resolution.

KING COUNTY FERRY DISTRICT
KING COUNTY, WASHINGTON

Joe McDermott, Chair

ATTEST:

Anne Noris, Clerk of the Board

Attachments: A. Amendment to the Vashon Island Ferry Charter Contract

AMENDMENT TO VASHON ISLAND FERRY CHARTER CONTRACT

Effective April 1, 2012, sections 1.2, 1.11.A and 1.15.A of the Vashon Island Ferry Charter Contract between Four Seasons Marine Services and the King County Ferry District (the "Contract") are amended, and a new section 1.11.C is added to the Contract, as follows:

A. Amendment of Section 1.2. Section 1.2 of the Contract is amended as follows:

1.2. TERM. Subject to the termination provisions in Subsection 1.15, this Contract shall be effective on the date first written above. The Contract shall terminate on the earlier of (i) the redelivery of the Vessel in accordance with Subsection 1.17 below, (ii) 11:00 p.m. on March 31, 2014 ~~March 31, 2012~~, (iii) termination under subsection 1.7 B or Subsection 1.15, or (iv) re-delivery in accordance with Subsection 1.7 C. Upon 120 days prior written request from the COUNTY, the Contract may be extended on a month-to-month basis, for up to 3 months, as needed. Thereafter, subject to availability, this Contract may be extended for a mutually agreeable period of time upon the Parties' execution of a supplemental Contract. COUNTY shall compensate OWNER for a month-to-month charter pursuant to Subsection 1.11.

B. Amendment of Section 1.11.A. Section 1.11.A of the Contract is amended as follows:

1.11.A. Rate Schedule. ~~Commencing on Delivery of the Vessel,~~ COUNTY shall pay OWNER, as compensation for the charter of the Vessel, an all inclusive lease rate of thirty five thousand eight hundred thirty five Dollars (\$35,835.00) per month from commencement of Delivery of the Vessel to March 31, 2012 and thirty two thousand Dollars (\$32,000.00) per month from April 1, 2012 to March 31, 2014, including all OWNER's taxes ("Rent"), plus sales tax and all other taxes imposed on the COUNTY but required to be collected by the OWNER. The Rent shall be pro-rated for partial months (i.e., a pro-rated daily rate equal to the monthly rate divided by the number of days in that month). The COUNTY shall not pay such Rent in the event the Vessel is not available during the three month warranty period set forth in Subsection 1.3 paragraph C and OWNER has not provided a back-up vessel to the COUNTY. The COUNTY's obligation to pay such Rent is conditioned upon appropriation by the Board of Supervisors of the COUNTY of sufficient funds to pay such Rent. If such an appropriation not be approved, this Contract will terminate automatically at the close of the then current appropriation year. The appropriation year ends on December 31 of each year.

In addition to the monthly lease rate, the COUNTY will pay OWNER in accordance with the rate schedule below for gangways, engine run down fee, Technical Advisor, installation of toilets, and training. The gangways shall meet the requirements of Section 3.3 of the Scope of Work, which is incorporated herein by this reference.

a. Lease rate	Price per Month
August 1, 2009 – March 31, 2012	\$35,835.00
<u>April 1, 2012 – March 31, 2014</u>	<u>\$32,000.00</u>
<i>Other costs:</i>	Price Per Unit
b. Two (2) Gangways (1 for each terminal)	\$3,000.00 each
c. Engine Run Down fee (per hour, both engines)	\$44.00: <u>August 1, 2009 – March 31, 2012.</u> \$24.00: <u>April 1, 2012 – March 31, 2014.</u>
d. Training (est. 10 days, 2 CG licensed personnel)	\$60.00 per hour, each
e. (At County's discretion) Technical Advisor	\$115.00 per hour
Travel Time of Technical Advisor	Not to Exceed three hours one way
f. Installation of all the new toilets for the Vessel	\$4,316.37
Vehicle Mileage	\$.50 per mile

C. Addition of new Section 1.11.C. A new subsection C is added to Section 11 of the Contract as follows:

1.11 C. Engine Run Down Fee Reserve.

1. All engine run down fees paid to OWNER from the commencement of the Contract to its termination shall be held by OWNER as part of an Engine Run Down Fee Reserve.

2. COUNTY shall report engine hours to OWNER by the first day of the month for the previous month use, and shall pay OWNER for those engine hours within thirty (30) days of receipt of invoice from OWNER setting forth the total rent.

3. If, during the term of the Contract due to reasonable wear and tear from normal use, the Vessel requires a major overhaul and/or rebuilding of the Vessel's propulsion machinery (main engines, reduction gears, and propeller shafts), collectively hereinafter "Overhaul," then subject to the prior written approval of OWNER, OWNER shall reimburse COUNTY for the direct costs of such Overhaul up to the amount COUNTY has paid into the Engine Run Down Fee Reserve as of the date of the Overhaul. Overhaul costs in excess of costs so reimbursed by OWNER shall be the sole responsibility of COUNTY. Such reimbursements for Overhaul shall be made only for an Overhaul required due to reasonable wear and tear from normal use, and shall not be made for normal and routine maintenance of the Vessel, nor for overhauls or repairs required due to inadequate maintenance, neglect or abuse of the machinery, nor any event that

could be covered under Marine Hull and Machinery insurance (without regard to any insurance deductible). Any balance remaining in the Engine Run Down Fee Reserve at the end of the term shall be retained by OWNER.

D. Amendment of Section 1.15.A. Section 1.15.A of the Contract is amended as follows:

1.15 A. Termination for Convenience. After the first six (6) months of the Contract, by prior written notice, COUNTY may terminate this Contract for convenience if (1) COUNTY terminates service by the Vessel, in whole or in part, or determines that service by the Vessel is no longer feasible or desirable, in whole or in part, (2) COUNTY purchases or constructs a vessel to replace the Vessel or (3 ~~2~~) COUNTY determines that a Vessel does not provide reliable, safe transportation following a review of operations under this Contract; Provided, such conditions may also constitute a basis for termination for default pursuant to Paragraph B below. If after the first six months the Contract is terminated for convenience, COUNTY will pay OWNER three (3) months Rent at the standard monthly rate or thirty percent (30%) of the remaining charter value, whichever is less and shall not be liable for incidental or consequential damages or lost profits. If however, after the first six months of the Contract, COUNTY provides six (6) months advance written notice of intent to terminate for convenience, COUNTY shall not be liable for any additional costs including Rent, incidental or consequential damages, or lost profits. The COUNTY will only be liable for Rent prorated through the date of termination, any applicable repair costs incurred prior to such termination, and the cost of redelivering the Vessel in the condition specified in Subsection 1.17 and shall not be liable for incidental or consequential damages or lost profits.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates written below:

FOUR SEASONS MARINE SERVICES CORP.

KING COUNTY FERRY DISTRICT

By: _____

By: _____

Chair

Date: _____

Date: _____