



BOARD OF COMMISSIONERS WORK STUDY MEETING AGENDA

Date: April 15, 2025

Time: 8:30AM – 10:00AM

Page

1. CALL TO ORDER

2. AGENDA REVIEW

3. CHAIRPERSON'S COMMENTS

4. CONSENT / ACTION ITEMS

- a. Resolution No. 25-32, Approve PSE Expenditures Bainbridge Island Transit Center

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5. FULL DISCUSSION / ACTION ITEMS

- a. Resolution No. 25-33, Approve Joint Use Agreement – King County
- b. Resolution No. 25-34, Award KT 25-955 Intra-County POF Study
- c. Resolution No. 25-35, Approve Purchase of Cradlepoint Routers
- d. Discussion: Kitsap Transit Marine Charter Policy and Agreement

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6. EXECUTIVE DIRECTOR ITEMS

7. PUBLIC COMMENTS

Please state your name for the record. You will have 3 minutes to address the Board.

8. FOR THE GOOD OF THE ORDER:

Transit Board members' comments

9. ADJOURN

Agendas and Board Packets are available online at www.kitsaptransit.com and available in large-print format upon request. If you will need accessibility accommodations for this public meeting, please contact the Clerk of the Board at (360) 478-6230 or via email at JacquelynB@kitsaptransit.com by noon on the Wednesday before the meeting.



Board of Commissioners Agenda Summary

Meeting Date: 04/15/2025

AGENDA ITEM: Resolution No. 25-32, Approve PSE Expenditures BainBridge Island

SUBMITTED BY: Steffani Lillie

TITLE: Director

DEPARTMENT: Service and Capital

EXHIBITS/ATTACHMENTS: Resolution No. 25-32

BUDGETARY IMPACT *(if applicable)*

BUDGETED AMOUNT: \$ 140,964.00

EXPENDITURE REQUIRED: \$ 140,964.00

FUNDING SOURCE: Capital

REVIEWED BY: Executive Director

REVIEWED DATE: 04/10/2025

SUMMARY STATEMENT:

Kitsap Transit staff are seeking the authorization of Puget Sound Energy (PSE) expenditures for the installation of two (2) inductive chargers at the Bainbridge Island Transit Center. This expenditure will cover the work and equipment that will be required for the near-term installation of the inductive chargers allowing Kitsap Transit to support its electric fleet.

RECOMMENDED ACTION/MOTION:

MOTION: Move to adopt Resolution No. 25-32, allowing staff to pay for the PSE expenditures in the amount of one hundred forty thousand nine hundred sixty-four dollars (\$140,964).

RESOLUTION NO. 25-32

A RESOLUTION AUTHORIZING THE EXPENDITURE FOR PUGET SOUND ENERGY INFRASTRUCTURE IMPROVEMENTS TO SUPPORT INDUCTIVE CHARGING INSTALLATION AT BAINBRIDGE ISLAND CENTER

WHEREAS, Kitsap Transit is in the design and planning phase for the installation of two (2) inductive chargers at the Bainbridge Island Transit Center to support bus operations; and

WHEREAS, the installation requires the construction of a new utility pole, junction box, and an underground primary line extension to provide necessary electrical infrastructure; and

WHEREAS, these improvements are essential in supporting reliable transit service and advancing Kitsap Transit’s electrification goals; and

WHEREAS, Puget Sound Energy (PSE) has provided a cost estimate of one hundred forty thousand nine hundred sixty-four dollars (\$140,964) for the required work and equipment; and

WHEREAS, funding for the PSE portion of this project will be funded with local funds as part of the grant match.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners authorizes the expenditure of funds in the amount of one hundred forty thousand nine hundred sixty-four dollars (\$140,964) for the necessary electrical infrastructure improvements at Bainbridge Island Transit Center.

ADOPTED by the Kitsap Transit Board of Commissioners at a regular meeting held on the 15th day of April 2025.

Rob Putaansuu, Chairperson

ATTEST:

Jackie Bidon, Clerk of the Board



Board of Commissioners Agenda Summary

Meeting Date: 04/15/2025

AGENDA ITEM: Resolution No. 25-33, Joint Use Agreement - King County Marine Division

SUBMITTED BY: John Clauson

TITLE: Executive Director

DEPARTMENT: Executive

EXHIBITS/ATTACHMENTS: Resolution 25-33, Exhibit A: KCMD-KT Use Agreement

BUDGETARY IMPACT *(if applicable)*

BUDGETED AMOUNT: \$ 1,092,921.00

EXPENDITURE REQUIRED: \$ 1,092,921.00

FUNDING SOURCE: Operating

REVIEWED BY: Executive Director

REVIEWED DATE: 04/10/2025

SUMMARY STATEMENT:

This resolution provides authority for Kitsap Transit to sign a use agreement with King County, by and through the Marine Division of its Metro Transit Department (KCMD), for use of the Passenger-Only Ferry Facility at Pier 50 in Seattle. Parties involved have been negotiating the terms of a renewed agreement, which spans a five-year term from 2025 through 2029.

The agreement requires payment for annual operations and maintenance fees, labor costs, and an annual use fee. The fee noted is the budgeted amount for 2025.

RECOMMENDED ACTION/MOTION:

MOTION: Move to adopt Resolution No. 25-33, authorizing staff to execute the use agreement with King County, by and through the Marine Division of its Metro Transit Department, for the use of the Passenger-Only Ferry Facility at Pier 50 in Seattle.

RESOLUTION NO. 25-33

A RESOLUTION OF THE KITSAP TRANSIT BOARD OF COMMISSIONERS AUTHORIZING STAFF TO EXECUTE THE USE AGREEMENT WITH KING COUNTY, BY AND THROUGH THE MARINE DIVISION OF ITS METRO TRANSIT DEPARTMENT, FOR THE USE OF THE PASSENGER-ONLY FERRY FACILITY AT PIER 50 IN SEATTLE

WHEREAS, on July 5, 2017, Kitsap Transit (KT) and King County, by and through the Marine Division of its Metro Transit Department (KCMD), executed an agreement for the use of the Passenger-Only Ferry (POF) Facility at Pier 50 in Seattle for KT's fast ferry service between Kitsap County and Seattle; and

WHEREAS, the Use Agreement was extended via addendum through October 2019, with both parties negotiating the terms of a new agreement; and

WHEREAS, Resolution 19-70 authorized the execution of a new Use Agreement between KT and KCMD for the use of the Passenger-Only Ferry Facility at Pier 50 from August 1, 2019, to July 31, 2024; and

WHEREAS, On August 1, 2024, KT and KCMD entered into a Holdover Agreement expiring December 31, 2024, allowing KT to continue providing its fast ferry service at Pier 50 while both parties negotiated a new use agreement; and

WHEREAS, on December 20, 2024, KT and KCMD entered into a second Holdover Agreement, expiring March 31, 2025, which superseded the first Holdover Agreement and allowed KT to continue providing its fast ferry service at Pier 50 while both parties continued to negotiate a new use agreement; and

WHEREAS, KT and KCMD have negotiated the terms of a new agreement and have developed a mutually acceptable draft, attached hereto for reference; and

WHEREAS, the draft Use Agreement is for a five-year (5-year) term and with annual service costs comprised of Operations and Maintenance Fees, Labor Costs, and an Annual Use Fee, payable in monthly payments of one twelfth (1/12) of the annual cost.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners that staff is authorized to execute the Use Agreement between Kitsap Transit and King County, by and through the Marine Division of its Metro Transit Department, for the use of the Passenger-Only Ferry Facility at Pier 50 in Seattle for the terms set forth in the attached agreement.

ADOPTED by the Board of Commissioners of Kitsap Transit at a regular meeting held on the 15th day of April, 2025.

Rob Putaansuu, Chairperson

ATTEST:

Jackie Bidon, Clerk of the Board

**USE AGREEMENT
BETWEEN KING COUNTY AND THE KITSAP TRANSIT
PUBLIC TRANSPORTATION BENEFIT AREA AUTHORITY
FOR THE USE OF PASSENGER ONLY FERRY FACILITY
AT PIER 50**

THIS USE AGREEMENT (“Agreement”) is made and entered into by and between King County by and through the Marine Division of its Metro Transit Department (“KCMD” or “County” or “King County”) and the Kitsap Transit Public Transportation Benefit Area Authority (“Kitsap Transit” or “KT”), sometimes referred to in this Agreement individually as a “Party,” collectively as the “Parties.”

RECITALS

- A. King County and KT provide passenger-only ferry service (“POF Service”) to and from downtown Seattle.
- B. As a public transportation benefit area bordering Puget Sound, KT is authorized to provide cross-sound POF Service under RCW 36.57A.200. KT currently operates POF Service between downtown Seattle and Bremerton, Kingston, and Southworth.
- C. King County is authorized to perform POF Service pursuant to Chapter 36.54 RCW, King County Code (“KCC”) chapter 2.120, and other authorities, and does so through KCMD under KCC 2.16.038 and other authorities. KCMD currently operates POF Service between downtown Seattle and West Seattle and Vashon Island.
- D. The Parties are authorized to enter into this agreement under Chapter 36.54 RCW, Chapter 36.57A RCW, and other authorities.
- E. KCC 4.56.150.E authorizes King County to enter into agreements for the use of King County property by other governmental agencies that provide a service that benefits the public.
- F. Under tidelands lease No. GCB2432 (the “Tidelands Lease”) and license No. GCA6750 (the “License”) issued by Washington State Ferries (“WSF”), KCMD operates POF Service at facilities located at Pier 50 ferry terminal in Seattle, also known as (“Colman Dock”) thereunder and (“POF Facility”) herein. The License identifies KCMD as the priority user of the POF facility at Pier 50. Currently, KCMD is the primary user of the POF facility at Pier 50.
- G. WSF recently completed a capital preservation and redevelopment project at the multimodal terminal at Colman Dock. As part of the project, a new POF facility was constructed for King County at Pier 50. King County owns and operates the facility, and the facility will host all POF Service occurring at Pier 50.

- H. King County desires to manage its facilities to carry out its existing POF operations in an efficient and effective manner and, as the priority user of the Pier 50 POF facilities, to facilitate third-party use of those licensed facilities in an efficient and effective manner consistent with the License, including but not limited to KT's POF Service.
- I. POF Services provide a significant public benefit by providing frequent sailings throughout the region and by offering more choices for travelers to access jobs, higher education, entertainment and health care. POF Services help reduce traffic congestion and greenhouse gas emissions by lowering the number of vehicles on our roads.
- J. KT service volumes have increased dramatically in the past couple years. In 2019, Kitsap operated two routes out of Pier 50 with an annual ridership of 476,936. In 2023, Kitsap operated three routes with an annual ridership of 769,732, a 61% growth over 2019 data. This has increased demands on King County staff and the facility.
- K. On or around August 1, 2019, the Parties entered into a Use Agreement to provide POF Service at Pier 50 to and from downtown Seattle. The Use Agreement expired on July 31, 2024.
- L. On August 1, 2024, the Parties entered into a Holdover Agreement allowing KT to continue providing POF Service at Pier 50 while the Parties negotiated a new use agreement in good faith. The Holdover Agreement expired December 31, 2024.
- M. On December 20, 2024, the Parties entered into a Second Holdover Agreement allowing KT to continue providing POF Service at Pier 50 while the Parties negotiated a new use agreement in good faith. The Second Holdover Agreement expired March 31, 2025.
- N. On March 28, 2025, the Parties entered into a Third Holdover Agreement allowing KT to continue providing POF Service at Pier 50 while the Parties negotiated a new use agreement in good faith. The Third Holdover Agreement expires April 30, 2025. The Parties intend for this Agreement to supersede the Third Holdover Agreement.
- O. The Parties wish to continue their relationship in providing POF Service to the region over the term of this Agreement and in future agreements.

1. PURPOSE AND SCOPE

In light of the Parties' respective desires under the foregoing Recitals, the Parties desire to establish the terms under which:

- A. King County will grant KT the use of Pier 50 for KT's POF Service;

- B. The Parties will coordinate KT's POF Service with King County's ongoing POF operations at Pier 50;
- C. King County will provide certain POF-related services to KT for the benefit of KT's POF Service on its Bremerton-Seattle, Kingston-Seattle, and Southworth-Seattle routes, consistent with this Agreement; and
- D. KT will pay King County for its performance under this Agreement.

2. TERMS OF USE

- 2.1 **Pier 50 POF Facility.** King County grants KT non-exclusive use of the POF Facility to provide scheduled POF Service and approved special event sailings, subject to the terms and conditions in this Agreement. The term of KT's non-exclusive use is coextensive with the Term of this Agreement, and will expire or terminate upon the expiration or earlier termination of this Agreement. The POF Facility includes a vessel mooring float, passenger gangway connecting to the passenger waiting shelter, a crew office, and passenger amenities including ticket vending, wayfinding, and fares and schedule information. Public amenities include a walkway, stairs and elevators connecting the POF facility to the WSF terminal building. The POF Facility includes all other facilities currently under construction at the POF Facility or added later by or on behalf of King County or KT as provided in Section 8.3.D.
- 2.2 **Notice.** Any notice required to be given by either Party to this Agreement shall be in writing and may be effected by certified or registered United States mail, with return receipt requested, properly addressed, postage prepaid, or by reputable overnight delivery service, or by personal service, to the Notice Addresses provided below. Notice shall be deemed given three (3) days after deposit in the U.S. Mail, or two (2) days after deposit with a reputable overnight delivery service, or upon delivery by personal service. Notwithstanding anything in this Section to the contrary, a Party may provide notice electronically via the email addresses listed in this Section with delivery confirmation or read receipt (or both). The Party disputing electronic notice shall bear the burden to prove that notice was not delivered or received or both. Informal notices regarding dispute resolution between the Operations Representatives and Designated Representatives may be exchanged through email or phone between the Parties at the discretion of the representatives.

KCMD's Address for Notices:

King County Real Estate Services Section
Facilities Management Division
401 Fifth Avenue, Suite 930
Seattle, WA 98104

RES-LeaseAdmin@kingcounty.gov

With a copy to: Terry Federer
Marine Division Director, Metro Transit
King Street Center
201 S. Jackson St., Rm. 424
Seattle, WA 98104
tfederer@kingcounty.gov

KT's Address for Notices:

Kitsap Transit
Attn: Executive Director & Marine Services Director
60 Washington Ave, Suite 200
Bremerton, WA 98337

johnc@kitsaptransit.com

- 2.3 **Special Event Sailings.** King County's written approval is required for all KT-sponsored special event sailings to and from the Facility. Such approval shall not be unreasonably withheld, conditioned, or delayed. KT shall provide notice and coordination with KCMD to ensure there is no conflict with KCMD's POF Service.
- 2.4 **Use and Occupancy for Sailings.** For each scheduled ferry sailing and for authorized special sailings, KT and its employees and agents may use and occupy the POF Facility for: (i) the docking of the KT vessels and for KT contracted vessels if any; (ii) the loading and unloading of passengers, bicycles, baggage, and supplies from such vessels; (iii) KT-sponsored special event sailings to and from the Facility, subject to approval, notice, and coordination requirements as set forth in Section 2.2. KT shall not dock any vessels at the POF Facility, or use any portion of the POF Facility, for any other purpose except as otherwise approved in this Agreement or in advance by King County. All vessel moorage extending beyond the regularly scheduled ferry sailings, shall be coordinated with KCMD regarding dock availability, logistics, power, security, and other related needs.
- 2.5 **Priority Use at the Facility.** The Parties recognize King County as owner has priority use of the Pier 50 POF Facility. As such, the Parties shall coordinate their POF Service schedules to ensure all KT landing and sailing schedules do not conflict with KCMD landing and sailing schedules.
- 2.6 **Sailing Schedules and Changes.**

- A. **Existing Schedules.** KCMD's and KT's current landing and sailing schedules are attached as **Exhibit A ("Current Landing and Sailing Schedules")**. King County acknowledges KT's sailing schedules do not currently interfere with KCMD's sailing schedules.
 - B. **KCMD Schedule Changes.** If KCMD intends to make a schedule change, it shall provide KT written notice at least sixty (60) days in advance of implementation. Concurrently with that notice, KCMD will notify KT of any required KT POF Service schedule adjustments as a result of the KCMD schedule change.
 - C. **KT Schedule Changes.** If KT seeks to make a schedule change, including, but not limited to, a change in schedule of current routes or the implementation of new routes, KT shall propose the change in writing utilizing the provided form, ("Form A") in **Exhibit B, ("Schedule Change Kitsap Transit POS Service Forms")** to KCMD at least sixty (60) days in advance of the desired implementation date. KCMD will work in good faith with KT on implementing their desired schedule so as not to interfere with KCMD's sailing schedules given both Parties' awareness that the vessel moorage float can only accommodate only two vessels at a time. KCMD shall provide consent to any reasonable requested schedule change or propose an alternative to any requested schedule change with at least thirty (30) days written notice in advance of the proposed implementation date utilizing the provided form, ("Form B") in **Exhibit B**.
- 2.7 **Limitations Regarding Use.** The rights under this Agreement do not constitute any ownership or lease interest in any real estate at the Pier 50 POF Facility or any of the structures, fixtures, or improvements thereon as of the commencement of this Agreement.
- 2.8 **Service Modification Process.** If either Party seeks to change the scope of services or work to be performed by King County for the benefit of KT then the Party wishing to make the change ("Requester") shall submit a request, utilizing the provided form ("Form A") in **Exhibit C ("Request and Approval for Services Kitsap Transit POF Service Forms")**, to propose an alteration to the original task or scope of work. The Party responding to the proposed change to the scope of services or work ("Responder") shall submit a written response to the Requester utilizing the provided form ("Form B") in **Exhibit C**.
- 2.9 **Incorporation of Recitals and Exhibits.** The Recitals and the Exhibits attached hereto are material parts of this Agreement and are incorporated by this reference as if fully set forth herein. If there is any conflict or ambiguity between the text of this Agreement and one or more of its Exhibits, then this Agreement shall control.

2.10 **Exhibits:**

Exhibit A: Current Landing and Sailing Schedules

Exhibit B: Schedule Change Kitsap Transit POF Service Forms

Exhibit C: Request and Approval for Services Kitsap Transit POF Service Forms

Exhibit D: Current Representatives

3. **TERMS OF AGREEMENT**

3.1 **Term.** The term of this Agreement (the “Term”) shall commence on January 1, 2025 (“Commencement Date”), and shall expire on December 31, 2029 (“Expiration Date”), subject to the termination provisions set forth in Section 11 of this Agreement.

3.2 **Holdover.** If KT continues use of the POF Facility after the expiration or termination of this agreement and the Parties have not entered into a new use agreement, KT shall pay the Annual Use Fee during KT’s holdover at a rate equal to one hundred and twenty five percent (125%) of the Annual Use Fee under Section 4.1 in effect upon the date of such expiration (“Holdover Period”). In such event, KT shall continue to comply with or perform all other terms and obligations under this Agreement, including paying all required Estimated Annual Service Costs. Acceptance by King County of the Annual Use Fee after such expiration or termination shall not constitute a renewal or extension of this Agreement; and nothing contained in this provision shall be deemed to waive any of King County’s rights hereunder or at law. If during the Holdover Period, the Parties are, in good faith, negotiating an extension of this Agreement or a new use agreement for the POF Facility, King County may, in its discretion, reduce the monthly holdover rate to one hundred percent (100%) of the Annual Use Fee. If KT fails to terminate use of the POF Facility upon the expiration or termination of this Agreement despite demand to do so by King County, KT shall indemnify and hold King County harmless from all loss or liability together with interest, attorneys’ fees, and costs. During the Holdover Period, either Landlord or Tenant may terminate this Agreement by providing thirty (30) days prior written notice.

3.3 **Future Negotiations.** Parties agree that prior to the expiration of this Agreement, the Parties will engage in good-faith negotiations for the purpose of entering into a future agreement for KT’s use of the POF Facility. Parties expressly agree that this paragraph 3.3 does not bind the Parties to execute a future agreement for KT’s use of the POF Facility. A binding future agreement shall not exist unless and until the Parties have executed an agreement that is satisfactory to each Party, as determined by each Party in its individual sole and absolute discretion and subject to such legislative approval as may be required.

4. COMPENSATION

- 4.1 **Service Costs.** On or before the Commencement Date and prior to the beginning of each calendar year thereafter, KCMD shall provide KT with an estimated annual budget for all service costs allocable to KT's POF Service (the "Estimated Annual Service Costs") for KT's review. This Estimated Annual Service Costs shall have three components: (1) an Operations and Maintenance ("O&M") Component; (2) a Labor Component; and (3) an Annual Use Fee.

The "O&M Component" means the cost of all overhead costs, including but not limited to operations, maintenance, shared public spaces, and security costs, for the POF Facility, including ticket vending machine ("TVM") costs as described in Section 4.2 of this Agreement.

The "Labor Component" means the amount determined by King County, as the total cost for dockside personnel (including budgeted benefits, overtime, and paid time off) to carry out all obligations related to POF Service. The Labor Component will be divided into subcomponents A) direct labor to perform KT specific passenger management duties (the "KT Specific Labor Costs"), B) direct labor to perform KCMD specific passenger management duties (the "KCMD Specific Labor Costs"), and C) labor jointly benefiting both agencies for routine operation and maintenance of the facility (the "Joint Labor Costs"). The allocation calculation of labor between these two subcomponents will be identified in the Estimated Annual Service Costs.

The "Annual Use Fee" means the total cost of the POF Facility asset, divided by the useful life of the POF Facility asset on an annual straight-line basis. The Joint Labor Costs subcomponent, O&M Component, and Annual Use Fee shall be estimated within the Estimated Annual Service Costs based on the Parties' proportionate share of sailings. The KT Specific Labor Costs subcomponent will be allocated one hundred percent (100%) to KT in the Estimated Annual Service Costs. The Joint Labor Cost subcomponent will be the net of the KCMD Specific Labor Cost. TVM Processing and Costs shall be allocated as further described in Section 4.2.B.

If KCMD does not give KT an estimate within the time period stated above, then KT shall continue to make estimated payments based upon the preceding year's estimate and within thirty (30) days after receipt of the new estimate for the current year, KT shall commence payment of the new estimated monthly amount and shall pay in a lump sum any retroactive amounts due from the beginning of the new year. The monthly charge for Estimated Annual Service Costs shall be prorated for any partial month by dividing the Estimated Annual Service Costs charge by three hundred sixty-five (365) and multiplying the result by the number of days in the partial month for which Service Costs are owed.

4.2 **TVM Revenue, Processing and Costs.**

- A. **TVM Revenue.** KCMD shall collect and process all TVM revenue. Once processed, KCMD shall distribute to KT TVM revenue from KT's POF Service which shall be paid within thirty (30) days from the end of each month.
- B. **TVM Processing and Costs.** The costs associated with TVM sales include credit card fees and KCMD's labor costs to complete operations and maintenance of the TVMs. The credit card fees are based on the merchant bank contract fees for each type of credit card. These fees are charged monthly in a lump sum by TVM location. The credit card fees will be allocated based on KT's total monthly sales as a percentage of the total monthly sales for the Pier 50 POF Facility. The operations and maintenance costs associated with the TVMs will first be allocated based on number of TVMs at the Pier 50 POF Facility as a percentage of total TVM machines, and further allocated based on KT's total number of monthly transactions as a percentage of the total number of monthly transactions for both Parties at the Pier 50 Facility. The costs associated with the acquisition, installation, and programming new TVMs at Pier 50 will be allocated equally between the Parties.

4.3 **Payment of Costs.** On or before the 1st day of each month of the term, KT shall pay 1/12th of the Estimated Annual Service Costs as provided for in Section 4.1 above.

4.4 **Extraordinary Costs.** If either Party seeks modification of existing work or services impacting the Estimated Annual Service Costs, the Party seeking modification shall work through the Service Modification Process. If the Parties cannot agree on the modification(s) or modified cost, the service shall continue as originally requested.

4.5 **Annual Reconciliation.** Not later than thirty (30) days after the expiration of each calendar year included in the Term, KT shall provide a written statement to KCMD containing the actual number of KT sailings completed at the POF Facility during the previous calendar year. Not later than one hundred fifty (150) days after the expiration of each calendar year included in the Term, KCMD shall submit to KT a written statement containing the amount of actual Service Costs for such year broken down by component expenses, the amount of KT's Annual Pro Rata Share of the Service Costs, the estimated amount paid by KT towards the Service Costs, and the amount if any KT owes KCMD or the amount KCMD owes KT as a refund for such year (the "Actual Service Costs"). KT or its audit representatives shall have the right to inspect and audit KCMD's books and records with respect to this Agreement once each year to verify Actual Service Costs. KCMD's books and records shall be kept in accordance with generally accepted accounting principles. If KT's audit of the Actual Service Costs

reveals a difference of more than five percent (5%), any overcharge or underpayment of the Actual Service Costs shall be due from one Party to the other within thirty (30) days.

5. **TAXES PAYABLE BY KT.** Throughout the Term, KT will pay when due any taxes, fees or other charges that may be levied against or in respect of KT's use of the Pier 50 POF Facility or of any equipment of KT, if required by applicable laws (hereinafter defined in Section 8.1.J).

Additionally, if required by applicable laws, KT will reimburse KCMD for any and all applicable taxes, fees, or other charges incurred by, or that become the obligation of, KCMD solely as the result of the KT's activities under this Agreement.

If any such taxes, fees, or other charges are not directly paid by KT, they shall be considered Service Costs under Section 4.1 and invoiced by and payable to KCMD (or as may be otherwise required by law) as part of the normal invoicing process under this Agreement.

6. **INDEMNIFICATION**

- 6.1 To the extent permitted by law, each Party to this Agreement agrees to defend, indemnify and hold harmless each other, their respective officials, officers, agents and employees from and against any and all claims, damages, injuries, liabilities, actions, fines, penalties, costs, and expenses (including reasonable attorneys' fees) that arise out of or are related to the negligent acts or omissions of the indemnifying party (and its officials, officers, agents, and employees acting within the course and scope of their employment), and in the performance of said party's obligations under this Agreement or the exercise of a party's rights and privileges under this Agreement.
- 6.2 Each Party agrees that it is fully responsible for the acts and omissions of its own contractors, their employees and agents, acting within the scope of their employment as such, as it is for the acts and omissions of its own employees and agents. No Party shall be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the Party seeking indemnification. In the event any such liability arises from the concurrent negligence of the indemnifying Party and the other Party, the indemnity obligation of this section shall apply only to the extent of the negligence of the indemnifying Party and its actors.
- 6.3 Each Party agrees that its obligations under this indemnification section extend to any claim, demand, or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW.

- 6.4 In the event of any claims, demands, actions or lawsuits, the indemnifying Party upon prompt notice from the other Party shall assume all costs of defense thereof, including reasonable legal fees incurred by the other Party, and of all resulting judgments that may be obtained against the other Party. In the event that either Party incurs reasonable attorneys' fees, costs or other legal expenses to enforce the provisions of this section, all such fees, costs and expenses shall be recoverable by the prevailing Party.
- 6.5 The indemnities set forth in this Section 6 shall survive the expiration or earlier termination of this Agreement.

7. INSURANCE

7.1 Insurance.

- A. KT acknowledges, understands and agrees that King County is self-funded and/or maintains insurance coverage for all of its liability exposures and is a certified self-insurer for workers' compensation under Chapter 51 RCW. King County agrees to maintain, through its self-funded program, insurance program, and/or an alternative risk of loss financing program, coverage for all of its liability exposures for the duration of this Agreement. King County agrees to provide KT with at least thirty (30) days prior written notice of any material change to the self-insurance program, insurance program, or alternative risk of loss financing program. Any additional costs to King County's self-funded program, insurance program, or any alternative risk of loss finance program related to KT's use of the POF Facility under this Agreement shall be paid by KT.

By requiring such liability coverage as specified in this Section 7, the Parties have not, and shall not be deemed to have, assessed the risks that may be applicable to the other Party and its contractors or subcontractors. Each Party shall assess its own risks and, if they deem appropriate and/or prudent, maintain greater limits or broader coverage than is herein specified.

- B. KCMD warrants that its self-insurance program and/or insurance program includes appropriate and reasonable coverage and limits to protect itself against its liability exposures, and all risk property coverage for the damage or destruction of the Pier 50 POF Facility and associated appurtenances.

7.2 KT's Insurance Requirements

- A. KT shall maintain the following insurance coverage and minimum limits for the operations of vessels and crew in accordance with the terms of this Agreement. The required coverage and minimum limits are as follows:

- i. Hull and Machinery: KT shall provide coverage at market value for vessels on American Institute Hull Clauses, 6/2/77 form with Liner Negligence Clauses or equivalent. KT shall be named as sole Loss Payee.
- ii. Primary and Excess Marine General Liability: KT shall maintain Primary and Excess Marine General Liability insurance with limits no less than \$10,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, and for policies with aggregate limits, a \$10,000,000 aggregate limit. General liability coverage must be broad enough to include loading, unloading, and work on or around non-owned/chartered boats, skiffs, floating platforms, and barges. Coverage shall also include work on or around docks and piers. KT shall name King County as a Co-Assured for full coverage and policy limits and provide a waiver of subrogation in favor of King County. Policy coverage extension endorsements shall include, but not be limited to:
 - a. Washington Stop Gap insurance of not less than \$1,000,000 each occurrence;
 - b. Charter's Liability;
 - c. Marina's Operator Liability or equivalent for Stevedore, Wharfinger or Terminal Operator's Legal Liability; and
 - d. Federal Longshoreman's and Harbor Worker's Act: Statutory coverage if applicable
- iii. Primary and Excess Protection and Indemnity: Subject to a minimum coverage of not less than \$100,000,000 combined single limit per accident for KT Crew, including Jones Act liability, and passengers' bodily injury and property damage. Such coverage shall include King County as Co-Assured for full coverage and policy limits and include a waiver of subrogation in favor of King County.
- iv. Primary and Excess Pollution: Coverage for sudden and accidental damage for vessels, docks, and piers with limits no less than \$10,000,000 per occurrence and in the aggregate. Such coverage shall name KCMD as Co-Assured for full coverage and policy limits.

B. Deductibles and Self-Insured Retentions

Any deductible and/or self-insured retention of the policies shall not limit or apply to KT's, its contractor's or subcontractor's liability to King County, and shall be the sole responsibility of KT and its contractors or subcontractors.

C. Other Insurance Provisions

The insurance policies required in this contract are to contain, or be endorsed to contain the following provisions:

- i. Name King County, its officers, officials, employees, and agents as additional insured or co-assured, for full coverage policy limits, as required in Section 7.2.A.
- ii. To the extent of each Party's operations, each Party's insurance shall be primary insurance as respects the other Party and its officers, officials, employees, and agents. Any insurance and or self-insurance maintained by either Party, its officers, officials, employees, or agents shall not contribute to the insurance or benefit of the other Party in any way.
- iii. Both Parties' insurance shall apply separately to each insured/assured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- iv. All insurance policies shall be written on an "occurrence" form.

D. Acceptability of Insurers

Insurance, other than self-funded coverage, is to be placed with insurers with an A.M. Best rating of no less than A-VIII, or, if not rated with A.M. Best, with minimum surplus the equivalent of A.M. Best surplus size VIII.

E. Evidence and Cancellation of Insurance/Self-Insurance

Prior to Commencement of Services under this Agreement, KT shall provide King County with evidence of insurance and endorsements certifying all coverage required herein. All evidence of insurance must be certified by a properly authorized officer, agent, general agent, or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and

operations to which the insurance applies, the expiration date, and that King County shall receive notice at least thirty (30) days prior to the effective date of any cancellation, lapse or material change in the policy.

KT shall, upon reasonable request, deliver to King County all such policies of insurance, all endorsements and riders.

F. Subcontractors

KT shall require its contractors and subcontractors to name King County as an additional insured or as a Co-Assured on the insurance policies, for policy limits of Two Million Dollars (\$2,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate, and such policies shall be primary insurance as respects King County, its officers, officials, employees, and agents. KT shall require its contractors and subcontractors to maintain Washington Stop Gap or USL&H Employer's Liability insurance of not less than \$1,000,000 each occurrence.

Any insurance and/or self-insurance maintained by King County or its officers, officials, employees, or agents shall not contribute to KT's insurance, or benefit KT or its contractors or subcontractors, in any way.

7.3 The provisions of this Section 7 are material. Failure by either Party or their respective agents, employees, officers, contractors, and subcontractors to comply with the insurance requirements of this Section 7 shall constitute a material breach of this Agreement.

7.4 The rights, duties, and obligations imposed by this Section 7 shall survive the expiration or earlier termination of this Agreement.

8. RESPONSIBILITIES

8.1 **Kitsap Transit Responsibilities.** In the performance of this Agreement, KT's responsibilities include, but are not limited to the following:

A. **Passenger Ferry Service.** KT shall be responsible for all work, services, and other elements of its POF Service during the Term of this Agreement, other than the work or services specifically identified to be performed by King County under Section 8.2 of this Agreement as may be subsequently revised through the Service Modification Process described in Section 2.8 of this Agreement.

i. KT is responsible for all operations and services for its own facilities which shall be defined as, all facilities other than the Pier 50 POF Facility

that are required by KT to deliver KT's POF Service, ("Kitsap POF Facilities").

- B. **Reservation System.** KT shall be solely responsible for the development, enhancement and maintenance of the Kitsap Fast Ferry reservation system. KT shall provide all required hardware and software for validation of reservations.
- C. **Passenger Fares.** KT shall be solely responsible for the collection of passenger fares by KT's vessel crew for KT's POF Service.
- D. **TVM Machines.** KT shall have sole responsibility for acquisition, installation, operation, and maintenance of TVMs at their facilities in Kitsap County.
- E. **Marketing.** KT is responsible for providing all marketing associated with its POF Service including, but not limited to, marketing materials, distribution, and website content.
- F. **Signage.** Wayfinding, fares, route schedules, lane queuing assignments, and other signage will be accomplished by way of a content display management system. This system will be managed by KCMD. All KT POF operational signage needs shall be communicated to and approved by KCMD in advance, which approval shall not be unreasonably withheld, conditioned, or delayed, and the content management will be accomplished by KCMD personnel.
- G. **Payment.** KT is responsible for all costs and expenses that King County may incur to obtain any permits or other authorizations that may be necessary for King County to carry out the work to be performed for KT under this Agreement.
- H. **Environmental Reports.** In the event either Party or its vendor, contractor or affiliate performs any environmental report or testing, related to the Pier 50 POF Facility such Party shall deliver to the other Party, copies of all environmental reports, studies, plans, and procedures relating to the Pier 50 POF Facility which are in such Party's possession or control, or which are otherwise available to such Party.
- I. **Delays or Interruption of Service.** In the event of unexpected delays or interruption of KT's POF Service, KT shall, as soon as practical, inform KCMD of such delays or service interruption.
- J. **Applicable Laws.** At its sole cost and expense, KT shall comply with all applicable laws now in force or which may hereafter be in force relating to its duties and obligations under this Agreement including, without limitation, all applicable laws pertaining to KT's use of the POF Facility (including obtaining all governmental permits or authorization which may be required) and any

regulations by insurance underwriters. “Applicable laws” as used in this Agreement means all statutes, laws, regulations, bylaws, building codes, orders, and requirements of any federal, state, municipal or other public authority having jurisdiction at any time and from time to time in force. The provision of this paragraph will survive the expiration or earlier termination of this Agreement.

- K. **Rules and Regulations.** KT shall comply with any rules and regulation that WSF, the U.S. Coast Guard, or other governmental authority may reasonably impose from time to time as respects the use of the POF Facility, including, without limitation, safety and navigational directions or requirements.

8.2 **King County Responsibilities.** In the performance of this Agreement, and with appropriate costs allocated to KT under Section 4 of this Agreement, King County’s responsibilities include, but are not limited to the following:

- A. **Security.** Under the License between King County and WSF, King County, in conjunction with WSF, is responsible for developing a security plan for the Pier 50 POF Facility. King County shall consider KT’s use under this Agreement when developing or modifying any current or future security plan.
- B. **Management.** Except as otherwise provided in this Agreement, KCMD will be responsible for the overall management, administration and operations of the Pier 50 POF Facility.
- C. **Day-to-day Facility Operations.** KCMD shall perform all Pier 50 POF Facility operations at Pier 50 in connection with KT’s POF Service during the Term, including managing all electronic signage using the content display management system, facility cleanliness, garbage removal, opening and closing the facility, and all coordination necessary with WSF concerning the public access spaces. KCMD will be solely responsible for providing all facility personnel to perform these functions required for KT’s POF Service at the Pier 50 POF Facility.
- D. **Facility Maintenance.** KCMD shall be solely responsible for maintenance and repairs of the Pier 50 POF Facility. KCMD shall maintain and repair the Pier 50 POF Facility, as soon as practical, and shall ensure that the Pier 50 POF Facility is kept in reasonably good order and repair.
- E. **Shared public space.** KCMD and WSF are negotiating an agreement to share in the duties and costs for the operation and maintenance of the public access areas including the walkway, stairs, elevators and view platform which connect King County’s Pier 50 POF Facility with WSF’s terminal facility.

- F. **TVM Machines.** KCMD will procure, install, operate, and maintain TVMs at the Pier 50 POF Facility that will accommodate programming of multiple routes and fare structures.
- G. **Revenue processing from TVM machines.** King County shall collect ticket-sale revenue from the TVMs and disburse KT's allocable share to KT, as described in Section 4.2.
- H. **Customer Service.** KCMD shall perform all Pier 50 POF Facility customer service functions in connection with KT's POF Service during the Term, including passenger queuing, validation of reservation, dissemination of boarding passes, validation of passenger fare through a KT Portable Fare Transaction Processor ("PFTP") when KT service is disrupted and passengers are provided an alternative service fare payment, customer information and wayfinding, lost and found, and other customer service functions as may come up in the day to day facility operations consistent within the scope of activities presently carried out by KCMD for KT's POF Service as may hereafter, be modified through the Service Modification Process described in Section 2.8 of this Agreement. KCMD will be solely responsible for providing all customer service personnel to perform these functions required for KT's POF Service at the Pier 50 POF Facility.
- I. **Utilities.** King County shall provide, water, sewer, garbage disposal and lighting adequate for the operation of KT's POF Service at the Pier 50 POF Facility and ensure that these utilities are available to KT on a reasonably continuous basis.
- J. **Emergency Action.** In the event of harm, or a threat of imminent harm, to property or public safety at the Pier 50 POF Facility, King County shall, as soon as practical, inform KT of emergency actions that have been or will be taken, in response to the harm or that may be required to protect against a threat of imminent or potential harm.
- K. **Laws, Rules, and Regulations.** King County shall comply with all applicable laws, rules, and regulations now in force or which may hereafter be in force relating to its duties and obligations under this Agreement. The provision of this paragraph will survive the expiration or earlier termination of this Agreement.
- L. **Additional KT requested POF Services.** In the event KT desires additional POF Services not contemplated herein, King County may perform additional POF-related services in support of KT's POF Service. All requests for additional POF Services or work to be performed by King County on behalf of KT shall be negotiated through the Service Modification Process provided for in Section 2.8 of this Agreement.

8.3 Mutual Responsibilities and Dispute Resolution.

- A. **Operations Representatives.** KCMD and KT will each establish an operations representative (“Operations Representative”) who will be responsible for coordinating day-to-day activities at the Pier 50 POF facility in accordance with the terms under this Agreement and who shall meet or communicate as needed in carrying out this work. The Parties’ Operations Representatives are listed in **Exhibit D (“Current Representatives”)**, and the Parties may update their Operations Representative from time to time by giving notice under Section 2.2 of this Agreement.
- i. The Operations Representatives shall meet or communicate as needed to review performance or to resolve problems or disputes. Any problems or disputes which cannot be resolved by the Operations Representatives shall be referred to the Parties’ Designated Representatives.
- B. **Designated Representatives.** KT and King County shall each identify a designated representative (“Designated Representative”) responsible to administer this Agreement. The Parties’ Designated Representatives are listed in **Exhibit D Current Representatives**, and the Parties may update their Designated Representative from time to time by giving notice under Section 2.2 of this Agreement.
- i. In the event of a dispute between the Parties regarding this Agreement, the Parties’ Designated Representatives shall attempt to resolve the matter informally.
 - ii. If the Parties’ Designated Representatives are unable to resolve the matter informally, the matter shall be decided by the General Manager of the King County Metro Transit Department and KT’s Executive Director or their designees by formal notice in accordance with Section 2.2. If those persons are unable to reach a mutual agreement, the Parties may agree to submit the matter to non-binding mediation. Each Party will be responsible for its own costs for mediation, and shall share the costs of the mediator equally.
 - iii. If the dispute is not resolved by means of mediation, either party may initiate an action in the King County Superior Court located in Seattle, unless the Parties mutually agree to submit the matter to binding arbitration pursuant to Chapter 7.04A RCW.
 - iv. Unless otherwise expressly agreed to by the Parties in writing, King County and KT shall continue to perform all their respective obligations under this Agreement during the resolution of the dispute.

v. Nothing in this Section 8.3.B shall limit Parties' other rights and remedies available at law.

- C. **Repairs.** KT acknowledges that King County has the right to undertake work involving maintenance or repair in and about the Pier 50 POF Facility. Such maintenance or repair may require temporary closure of all or a portion of the POF Facility. For closures that could disrupt KT's POF Service, King County will attempt to schedule the closures around KT's use and shall give KT notice as soon as practical. KT acknowledges that King County will not be liable for any associated costs or losses (e.g. schedule disruption, loss or interruption of business and revenue) that may be suffered or incurred by KT by reason of any such closures.

During any maintenance or repair period that exceeds three (3) consecutive days, during which KT is unable to reasonably use the Pier 50 POF Facility by reason of the closure or partial closure, KT may submit written notice to KCMD for abatement of KT's share of the Estimated Annual Service Costs during the closure period.

- D. **KT Initiated Capital Improvements.** Capital Improvements are capital repairs, replacements, improvements and equipment associated with the Pier 50 POF Facility that in accordance with generally accepted accounting principles would be capitalized. King County is under no obligation to perform additional Capital Improvements to the Pier 50 POF Facility. If KT desires to fund Capital Improvements at the Pier 50 POF Facility, the Parties shall enter into discussions regarding the scope, cost, allocations of funding, schedule, and other Capital Improvement related issues. Such Capital Improvements may be subject to a separate agreement. All Capital Improvements are subject to King County's final approval, which shall not be unreasonably withheld, conditioned or delayed.

- E. **Service Performance Standards.** The Parties shall collectively establish a set of performance standards in connection with the POF Service ("Performance Standards"). KCMD shall provide an annual Performance Standard report to KT addressing satisfaction of key indicators as reasonably determined by the Parties. KT may request an annual meeting to determine changes necessary to meet the Performance Standards. If KT is unsatisfied with the Performance Standards at any time, then KT shall notify KCMD in writing. KCMD shall respond to KT's written notice within ten (10) days and shall work in good faith to deliver satisfactory service.

9. PERSONNEL AND EQUIPMENT

- 9.1 In performing under this Agreement, the County is acting as an independent contractor to KT such that:
- A. Performance Standards, discipline, and all other aspects of work performed by King County personnel or contractors shall be governed by King County. However, KT may report unsatisfactory employee performance that comes to its attention to King County pursuant to Section 8.3.B.
 - B. Except as described in Section 9.3 below, all persons rendering service to King County hereunder shall be, for all purposes, employees of King County.
- 9.2 King County shall furnish all personnel, resources, and materials deemed by King County to be necessary to provide the services identified in Section 8.2 as may be subsequently revised through the Service Modification Process described in Section 2.8 of this Agreement.
- 9.3 If King County uses a contractor to perform one or more of the services identified in Section 8.2 as may be subsequently revised through the Service Modification Process described in Section 2.8, the appropriate supervision and inspection of the contractor's work will be performed by King County.
- 9.4 KT will be solely responsible for managing its POF Service operations and maintenance personnel and contractors during the Term of this Agreement. As between the Parties control of standards of performance, discipline, and all other aspects of work performed by KT's personnel and contractors shall be governed entirely by KT.

10. MAINTENANCE OF RECORDS

- 10.1 The Parties shall retain records and documents pertaining to all matters arising under or relating to this Agreement consistent with their respective record retention schedules and the Washington State Public Records Act, Chapter 42.56 RCW as now codified or hereafter amended (the "Public Records Act"). All such records may be subject to inspection, review, or audit by King County or KT during the Term of this Agreement and for three (3) years after termination.
- 10.2 KT shall pay King County's reasonable costs and expenses associated with maintaining records and otherwise preparing for audits related to the KT's POF Service. KT understands, acknowledges, and agrees that different work groups or budgetary units within King County may incur unique or separate costs to maintain records and

otherwise prepare for KT's POF Service-related audits. Therefore, King County's invoices to KT may include one or more line items for costs related to audit preparation; provided that King County shall not double-count costs and expenses related to KT's POF Service-related audit preparation. King County's invoices will include reasonable supporting information to explain such line items.

- 10.3 The Parties intend by this Agreement to protect any documents or records exempt from public disclosure to extent permitted under the Public Records Act ("Confidential Materials"). Each Party agrees that all Confidential Materials received by or from a Party shall be held in strictest confidence and shall not be given, shown, provided, communicated or otherwise disclosed to anyone outside of KT and King County without the express written consent of the Party from whom the Confidential Materials were received, except under a judicial order to disclose the materials. If either King County or KT receives a public disclosure request from another person or entity for Confidential Materials, the recipient of the request shall immediately notify the other Party to this Agreement, who shall be entitled to bring a motion in court to oppose the request. The recipient of the request may also move to oppose the request, but is not obligated to do so.

11. TERMINATION

- 11.1 **Budget Appropriations.** Either Party may terminate this Agreement for lack of sufficient budget appropriation upon thirty (30) days prior written notice. Each Party shall judge the sufficiency of its own budget appropriation in its sole and absolute discretion.
- 11.2 **Reduction of KT's POF Service Due to KCMD POF Service Expansion or Conflict.** In the event that King County expands its POF Service or existing KCMD POF Service conflicts with KT POF Service, King County reserves the right to terminate or reduce KT POF Service, in its sole discretion. This right is in addition to any and all other rights and remedies available herein, including King County's priority right to use the POF Facility, as owner, as described in Section 2.5. King County will provide KT at least 180 days notice as provided in Section 2.2 should it choose to exercise this option.
- 11.3 **Termination of KCMD's POF Service.** In the event that King County permanently terminates its POF Service and use of the Pier 50 POF Facility during the Term of this Agreement, Parties shall work in good faith to negotiate an agreement for KT's continued use of the Pier 50 POF Facility for KT's POF Service for the remainder of the Term. The Parties shall work in good faith to minimize delays and interruptions to KT's POF Service.

- 11.4 **Damage or Destruction.** If the Pier 50 POF Facility is materially damaged through no fault of KT, and King County is unable to secure funds to repair the damaged Pier 50 POF Facility, or chooses not to repair the damaged Pier 50 POF Facility, either Party may elect to immediately terminate this Agreement for convenience unless KT elects to fund the repairs at its sole cost in order to maintain use of the Pier 50 POF Facility. Should KT elect to solely fund the repairs, the Parties shall, in good faith, negotiate for KT's continued use of the Pier 50 POF Facility for KT's POF Service. The foregoing does not foreclose the possibility of the Parties agreeing to share in the cost of rebuilding the damaged Pier 50 POF Facility.
- 11.5 **Breach.** King County may terminate this Agreement if KT breaches or fails to comply with any of its obligations under this Agreement, including failure to pay any sum due under this Agreement, and fails to remedy such breach or failure within ten (10) days of receiving written notice of such breach or failure or, if such breach or failure reasonably requires more than ten (10) days to remedy, if KT has not commenced diligently remedying such breach or failure within ten (10) days of receipt of such notice or thereafter fails to continue to diligently and expeditiously remedy such breach or failure. In the case of breach by KT, in addition to the remedies discussed in this Section 11, King County shall have all remedies available at law or in equity.
- 11.6 **Miscellaneous.** Termination under this Section 11 shall not relieve either Party of any duty previously due and still outstanding as of the effective date of termination, including but not limited to the duty to reimburse the other Party for services rendered or materials or equipment provided consistent with the terms of this Agreement.

12. ENVIRONMENTAL PROVISIONS

- 12.1 To the maximum extent permitted by law, KT shall indemnify, defend and hold harmless King County, its appointed and elected officials, officers, agents and employees, against any and all claims, liabilities, damages, and expenses, including reasonable attorneys' fees, asserted against King County by a third party, including without limitation, any agency or instrumentality of the federal government or state or local government, for bodily injury, including death of a person, physical damage to or loss of use of property, or clean-up activities (including but not limited to investigation, study, response, remedial action, or removal), fines, penalties, or administrative proceedings arising out of or relating to the presence, release, or threat of release of a Hazardous Substance arising out of KT's POF Service, except to the extent caused by the negligent act, omission, or willful misconduct of King County. KT's obligations under this Section 12 shall survive the expiration or other termination of this Agreement.
- 12.2 To the maximum extent permitted by law, King County shall indemnify, defend, and hold harmless KT, its appointed and elected officials, and employees, against any and all claims, liabilities, damages, and expenses, including reasonable attorney's fees,

asserted against KT by a third party, including without limitation, any agency or instrumentality of the federal government or state or local government, for bodily injury, including death of a person, physical damage to or loss of use of property, or clean-up activities (including but not limited to investigation, study, response, remedial action, or removal), fines, penalties, or administrative proceedings arising out of or relating to the presence, release, or threat of release of a Hazardous Substance arising out of King County's performance under this Agreement, except to the extent caused by the negligent act, omission, or willful misconduct of KT or its contractors or subcontractors. King County's obligations under this Section 12 shall survive the expiration or other termination of this Agreement.

12.3 For purposes of this Agreement, Hazardous Substances means:

- A. Any toxic substances or waste, sewage, petroleum products, radioactive substances, medicinal, bacteriological, or disease-producing substances; or
- B. Any dangerous waste, hazardous waste, or hazardous substance as defined in the following statutes as now codified or later amended:
 - i. Comprehensive Environmental Response, Compensation and Liability Act of 1980, (42 U.S.C. §9601 et seq.);
 - ii. Resource Conservation and Recovery Act, as now or hereafter amended (42 U.S.C. §6901 et seq.);
 - iii. Hazardous Waste Management Act and Washington Model Toxics Control Act, (R.C.W. Chs. 70A.300, and 70A.305);
 - iv. Federal Water Pollution Control Act, also known as the Clean Water Act, (33 U.S.C. §1251 et seq.);
 - v. Clean Air Act, (42 U.S.C. §7401 et seq.);
 - vi. Oil Pollution Act of 1990, (33 U.S.C. §2701 et seq.); or
 - vii. Hazardous Materials Transportation Act, (49 U.S.C. 5101 et seq.).
- C. Any other pollutant, contaminants, or substances, posing a danger or threat to public health or welfare, or to the environment, which are regulated or controlled by any federal, state and local laws, and regulation, as now codified or later amended.

13. GENERAL PROVISIONS

13.1 **Damage.** In the event of material damage to the Pier 50 POF Facility, King County may either: (i) terminate this Agreement as provided in Section 11.3 of this Agreement or (ii)

repair or rebuild the Pier 50 POF Facility subject to available funding. However, if such damage is caused by KT, then KT will be responsible for paying for any repair or rebuilding of the Pier 50 POF Facility at its own cost.

In the event that KT is unable to use the POF Facility at all or to the extent contemplated in the relevant Sailing Schedule due to damage not caused by KT, KT shall be released of the obligation to make any payment for the use of the POF Facility until use can be restored.

- 13.2 **Late Payments.** Intentionally Omitted.
- 13.3 **Force Majeure.** King County's performance under this Agreement shall be excused during any period of force majeure. Force majeure is defined as any condition that is beyond the reasonable control of King County, including but not limited to, natural disaster, severe weather conditions, contract disputes, labor disputes, epidemic, pandemic, delays in acquiring licenses, inspections, or necessary property or interests in property, permitting delays, or any other delay resulting from a cause beyond the reasonable control of King County.
- 13.4 **Federal Contract Provisions.** To the extent federal funds are utilized for the construction, repair, or improvement of the Pier 50 POF Facility, this Agreement and all amendments or supplements shall comply with federal contract funding requirements.
- 13.5 **Time.** Time will be of the essence herein.
- 13.6 **No Warranties.** KT acknowledges that under the Tidelands Lease, WSF must separately grant permission for KT's POF Service to use Pier 50 and that King County cannot make, does not make, and specifically disclaims any warranty, representation, or promise regarding such WSF permission; and KT understands that no employee, officer, agent, or representative of King County is authorized to make any such warranty, representation, or promise. This Agreement is contingent on WSF's consent.
- 13.7 **Entire Agreement; Amendments.** This Agreement, together with its Exhibits, contains the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes any and all prior oral or written representations or understandings regarding the subject matter addressed herein. KT understands, acknowledges, and agrees that no guarantees, representations, promises, or statements expressed or implied have been made by King County or KCMD except to the extent that the same are expressed in this Agreement. This Agreement and its Exhibits may be amended at any time by mutual written agreement of the Parties.
- 13.8 **Invalid Provisions.** If any provision of this Agreement shall be held invalid, the remainder of the Agreement shall not be affected if such remainder would then continue to serve the purposes and objectives of the Parties.

13.9 **Headings Not Material.** The headings and other formatting in this Agreement are for convenience only and do not in any way limit or amplify the substantive provisions of this Agreement.

13.10 **Choice of Law; Venue and Jurisdiction; Attorneys' Fees and Costs.** Any and all claims relating to this Agreement shall be governed by the substantive and procedural laws of the State of Washington, without giving effect to its conflicts of law rules or choice of law provisions. Subject to the dispute resolution processes set forth in Section 8.3, any action arising from or related to this Agreement shall be brought in King County Superior Court located in Seattle. The parties hereby agree to the personal jurisdiction of such court.

If King County or KT engage the services of an attorney to collect monies due or to bring any action for any relief against the other, declaratory or otherwise, arising out of this Agreement, including any suit by King County for the recovery payments, the losing Party shall pay the prevailing Party a reasonable sum for attorneys' fees in such action, whether in mediation or arbitration, at trial, on appeal, or in any bankruptcy proceeding. The hourly rates for any award of attorneys' fees will be calculated based on the rate that would be charged for the services provided by an attorney who is in private practice, of the same expertise and experience as the prevailing Party's attorney(s).

13.11 **No Third Party Rights.** This Agreement creates no right, privilege, duty, obligation, cause of action, or any other interest in any person or entity not a party to it.

13.12 **Waiver of Breach.** Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement.

13.13 **No Assignment.** KT may not assign or transfer this Agreement to a third party without the express written permission of King County.

13.14 **Construction.** The Parties hereby acknowledge and agree that:

- A. Each Party hereto is of equal bargaining strength;
- B. Each Party has actively participated in the drafting, preparation and negotiation of this Agreement;
- C. Each Party has consulted with its legal counsel and such other professional advisors as such Party has deemed appropriate, or had the opportunity to do so in relation to any and all matters contemplated under this Agreement;
- D. Each Party and its counsel and advisors have reviewed this Agreement, or had the opportunity to do so;
- E. Each Party has agreed to enter into this Agreement following such review and the rendering of such advice; and

F. Any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Agreement, or any portion hereof, or any amendments hereto.

- 13.15 **Police Powers.** Nothing contained in this Agreement shall be considered or interpreted to diminish the governmental or police powers of King County or KT.
- 13.16 **Approvals.** Except as otherwise expressly stated in this Agreement, where a Party hereto has a right of approval under this Agreement, such approval shall not be unreasonably withheld, conditioned, or delayed.
- 13.17 **Survival.** Any terms and provisions of this Agreement pertaining to rights, duties or obligations extending beyond the expiration or termination of this Agreement, and all outstanding or remaining obligations accrued prior to the end of the Term, shall survive the end of the Term.
- 13.18 **Subordination.** This Agreement shall be subordinate to the Tidelands Lease and the License between King County and WSF.
- 13.19 **Counterparts and Signatures.** This Agreement may be executed in counterparts, and each executed counterpart shall have the same force and effect as an original instrument as if all Parties to the counterparts had signed the same instrument. All documents and notices incident to this transaction may be transmitted and delivered by electronic transmission to the addresses set forth below as may be changed from time to time by either Party and any signature on any such document so transmitted shall have the same effect as an original signature.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

KITSAP TRANSIT:

By: _____
Name: John W. Clauson Date _____
Title: Executive Director

Approved as to Form and Content:

By: _____
Name: _____ Date _____
Title: _____

STATE OF WASHINGTON)
) ss
COUNTY OF KITSAP)

On this day personally appeared before me John W. Clauson, to me known to be the Executive Director of Kitsap Transit that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said County for the uses and purposes therein mentioned and that he was authorized to execute the said instrument.

SUBSCRIBED AND SWORN TO before me on _____, 2025.

Notary Public in and for the State of
Washington, Residing in _____
My appointment expires _____

KING COUNTY:

By: _____
Name: W. Drew Zimmerman Date _____
Title: Acting Director,
Facilities Management Division

APPROVED BY KING COUNTY METRO TRANSIT DEPARTMENT:

By: _____
Name: Michelle Allison Date _____
Title: General Manager

Approved as to Form:

By: _____
Kristin A. Relyea Date _____
Senior Deputy Prosecuting Attorney

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the _____ of _____, a _____, its _____, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this ____ day of _____, 2025.

Notary Public in and for the State of
Washington, Residing in _____
My appointment expires _____

**Exhibit A:
Current Landing and Sailing Schedules
King County Water Taxi Service Schedules**

**West Seattle - Seattle Route
Water Taxi**

Spring/Summer 2025 Schedule Weekdays Crossing time: 10 minutes (15 minutes midday)	
Leave West Seattle	Leave Seattle
---	5:55 AM
6:15 AM	6:30 AM
6:50 AM	7:05 AM
7:25 AM	7:40 AM
8:00 AM	8:15 AM
8:35 AM	8:50 AM
9:10 AM	10:30 AM
11:00 AM	11:30 AM
12:00 PM	12:30 PM
1:00 PM	1:30 PM
2:00 PM	2:30 PM
3:00 PM	3:25 PM
3:45 PM	4:05 PM
4:25 PM	4:45 PM
5:05 PM	5:25 PM
5:45 PM	6:05 PM
6:25 PM	6:45 PM
7:05 PM	7:30 PM
8:00 PM	8:30 PM
9:00 PM	9:30 PM
10:00 PM	10:45 PM
11:00 PM	---

Shaded Trips: Operate on Fridays, and for evening weekday Mariners games from June-August and June 15-25 for 2025 FIFA Club Cup

Spring/Summer 2025 Schedule Saturday & Sunday Crossing time: 10 minutes (15 minutes midday)	
Leave West Seattle	Leave Seattle
---	8:30 AM
9:00 AM	9:30 AM
10:00 AM	10:30 AM
11:00 AM	11:30 AM
12:00 PM	12:30 PM
1:00 PM	1:30 PM
2:00 PM	2:30 PM
3:00 PM	3:30 PM
4:00 PM	4:30 PM
5:00 PM	5:30 PM
6:00 PM	6:30 PM
7:00 PM	7:30 PM
8:00 PM	8:30 PM
9:00 PM	9:30 PM
10:00 PM	10:45 PM
11:00 PM	---

Shaded Trips: Operate on Saturdays, and for evening weekday Mariners, Sounders, and Seahawks games.

Vashon Island - Seattle Route Water Taxi Monday - Friday	
Leave Vashon	Leave Seattle
---	5:30 AM
6:10 AM	6:38 AM
7:10 AM	7:40 AM
8:15 AM	8:50 AM
9:25 AM	11:25 AM
12:00 PM	12:45 PM
1:30 PM	3:00 PM
3:45 PM	4:30 PM
4:58 PM	5:30 PM
5:58 PM	6:30 PM
6:58 PM	---

Holidays

Both routes of the Water Taxi will operate on:
Martin Luther King, Jr. (Monday, January 20)
Presidents Day (Monday, February 17)
Memorial Day (Monday, May 26)
Juneteenth (Thursday, June 19)
Independence Day (Friday, July 4)
Labor Day (Monday, September 1)
Indigenous Peoples Day (Monday, October 13)
Veterans Day (Tuesday, November 11)
Day After Thanksgiving (Friday, November 28)

**Exhibit A:
Current Landing and Sailing Schedules**

Kitsap Fast Ferry Service Schedules

Revised Bremerton to Seattle				
Two-Boat Schedule - Weekday AM/PM + Saturday				
Vessel	Bremerton		Seattle	
	Arrive Bremerton	Leave Bremerton	Arrive Seattle	Leave Seattle
Weekday AM				
1		4:40	5:10	5:20
2		5:25	5:55	6:05
1	5:50	6:05	6:35	6:45
2	6:35	6:45	7:15	7:25
1	7:15	7:25	7:55	8:00
2	7:55	8:05	8:35	8:40
1	8:30	08:35	09:05	09:10
2	9:10	9:15	9:45	9:50
1	9:40	09:50	10:20	10:25
2	10:20	10:25	10:55	11:00
1	10:55	Tie-up	-	-
2	11:30	Tie-up		
Weekday Mid-day/PM				
1	Tie-up	13:50	14:20	14:25
1	14:55	15:05	15:35	15:45
2	Tie-up	15:45	16:15	16:25
1	16:15	16:25	16:55	17:05
2	16:55	17:00	17:30	17:40
1	17:35	17:45	18:15	18:25
2	18:10	18:20	18:50	19:00
1	18:55	19:05	19:35	19:40
2	19:30	19:40	20:10	20:20
1	20:10	Tie-up	-	-
2	20:50	21:00	21:30	21:40
2	22:10	Tie-up		

Revised Bremerton to Seattle				
Two-Boat Schedule - Weekday AM/PM + Saturday				
Vessel	Bremerton		Seattle	
	Arrive Bremerton	Leave Bremerton	Arrive Seattle	Leave Seattle
Peak Saturday				
2		9:20	9:50	10:05
2	10:35	10:50	11:20	11:30
2	12:00	12:15	12:45	1:00
2	1:30	2:00	2:35	2:45
2	3:15	3:30	4:00	4:10
2	4:40	5:30	6:00	6:10
2	6:40	6:50	7:20	7:30
2	8:00	8:10	8:40	8:50
2	9:20	9:30	10:00	10:10
2	10:40	10:50	11:20	11:30
2	0:00	Tie-up	-	-
Off Peak Saturday				
2		10:50	11:20	11:30
2	12:00	12:10	12:40	12:50
2	13:20	13:30	14:00	14:10
2	14:40	14:50	15:20	15:30
2	16:00	17:10	17:40	17:50
2	18:20	18:30	19:00	19:10
2	19:40	19:50	20:20	20:30

Revised Kingston to Seattle			
Weekday AM/PM Commute + Sat.			
Kingston		Seattle	
Arrive Kingston	Leave Kingston	Arrive Seattle	Leave Seattle
Weekday AM			
	5:25	6:04	6:15
6:54	7:05	7:44	7:55
8:34	8:45	9:24	10:45
11:24	Tie-up	-	-
Weekday PM			
	2:30	3:09	3:20
3:59	4:10	4:49	5:00
5:39	5:55	6:34	6:45
7:24	Tie-up	-	-
Saturday			
	9:20	9:59	10:10
10:49	11:00	11:39	11:50
12:29	12:45	1:24	1:35
2:14	2:25	3:04	4:25
5:04	5:20	5:59	6:15
6:54	7:05	7:44	7:55
8:34	8:45	9:24	9:35
10:14	10:25	11:04	11:10
11:54	Tie-up	-	-

Southworth to Seattle (WSF 3-Boat)			
Weekday AM/PM Commute + Sat. Summer			
Southworth		Seattle	
Arrive Southworth	Leave Southworth	Arrive Seattle	Leave Seattle
Weekday AM			
5:05	5:10	5:36	5:45
6:11	6:20	6:46	6:55
7:26	7:35	8:01	8:05
8:26	8:35	9:01	9:10
Tie-up	-	-	-
Weekday PM			
	Tie-up	2:36	2:45
3:11	3:20	3:46	3:55
4:21	4:30	5:06	5:15
5:36	5:40	6:06	6:15
6:41	6:45	7:11	7:15
7:41	7:45	Tie-up	-
Saturday - Summer			
9:35	9:45	10:16	10:30
11:06	11:20	11:46	12:00
12:26	12:35	1:01	1:10
1:36	1:45	2:11	2:20
2:46	3:00	3:26	3:40
4:06	4:15	4:41	4:50
5:11	5:20	5:46	5:55
6:21	6:35	7:01	7:15
7:41	7:50	8:16	8:30
8:56	9:10	9:41	9:55
10:21	10:35	11:06	11:15
11:41	Tie-up	-	-

Southworth to Seattle (WSF 2-Boat)			
Weekday AM/PM Commute + Sat.			
Southworth		Seattle	
Arrive Southworth	Leave Southworth	Arrive Seattle	Leave Seattle
Weekday AM			
5:05	5:10	5:36	5:45
6:11	6:20	6:46	6:55
7:26	7:35	8:01	8:10
8:36	8:45	9:11	9:20
Tie-up	-	-	-
Weekday PM			
	Tie-up	2:46	2:55
3:21	3:30	3:56	4:05
4:31	4:40	5:06	5:15
5:41	5:45	6:06	6:15
6:41	6:45	7:11	7:15
7:41	7:45	Tie-up	-
Saturday			
9:35	9:45	10:16	10:30
10:56	11:10	11:36	11:50
12:26	12:35	1:01	1:15
1:41	1:55	2:21	2:30
2:56	3:05	3:31	3:40
4:01	4:10	4:36	4:45
5:11	5:20	5:46	5:55
6:16	6:25	6:56	7:10
7:36	7:50	8:16	8:30
8:56	9:10	9:41	9:55
10:21	10:35	11:06	11:15
11:41	Tie-up	-	-

**Exhibit B:
Schedule Change Kitsap Transit POF Service Forms**

FORM A

Request Number:

Date:

Service Schedule Change:
(Please attach schedule change information to this request)

Service Schedule:

Anticipated Effective Dates:

Route(s):

Requester Name:

Address:

Telephone:

Authorization for Request of Services:

Requester Authorized Signature:

Date:

**Exhibit B:
Schedule Change Kitsap Transit POF Service Forms**

FORM B

Request Number:

Date:

**Service Schedule Change:
Route(s):**

Recommended Action:

Effective Dates:

Authorization to Proceed:

Date Completed:

Responder Authorized Signature

Date

Requester Authorized Signature

Date

**Exhibit C:
Request and Approval for Services Kitsap Transit POF Service Forms**

FORM A

Request Number:

Date:

Nature of Request:

Location:

Requester Name:

Address:

Telephone:

Authorization for Request of Services:

Requester Authorized Signature:

Date:

**Exhibit C:
Request and Approval for Services Kitsap Transit POF Service Forms**

FORM B

Request Number:

Date:

Project/Work Order:

Recommended Action:

Cost Estimate:

Proposed Schedule:

Authorization to Proceed:

Date Completed:

Responder Authorized Signature

Date

Requester Authorized Signature

Date

**Exhibit D:
Current Representatives**

The following representatives shall be responsible for the performance of duties in accordance with Section 8.3 of this Agreement unless otherwise provided for by formal Notice per Section 2.2.

King County

Operations Representative:

Shane Rich
Port Captain
shrich@kingcounty.gov
(206) 477-1803

Designated Representative:

Terry Federer
Marine Division Director, Metro Transit
tfederer@kingcounty.gov
(206) 477-5201

Kitsap Transit

Operations Representative:

Bradley Shellito
Port Captain
BradleyS@kitsaptransit.com
(360) 865-0057

Designated Representative:

Raymond Scott
Marine Services Director
RaymondS@kitsaptransit.com
(360) 900-6937



Board of Commissioners Agenda Summary

Meeting Date: 04/15/2025

AGENDA ITEM: Resolution No. 25-34, Award KT 25-955 Intra-County POF Study

SUBMITTED BY: Steffani Lillie

TITLE: Director

DEPARTMENT: Service & Capital Development

EXHIBITS/ATTACHMENTS: Resolution No. 25-34, Exhibit A-Letter of Recommendation

BUDGETARY IMPACT *(if applicable)*

BUDGETED AMOUNT: \$ 300,000.00

EXPENDITURE REQUIRED: \$ 300,000.00

FUNDING SOURCE: Other

REVIEWED BY: Executive Director

REVIEWED DATE: 04/10/2025

SUMMARY STATEMENT:

A resolution of Kitsap Transit Board of Commissioners authorizing the award of contract KT 25-955, Intra-County Passenger-Only Ferry Business Plan and Long Range Strategy to KPFF Consulting Engineers.

RECOMMENDED ACTION/MOTION:

MOTION: Move to adopt Resolution No. 25-34, authorizing the award of contract KT 25-955, Intra-County Passenger-Only Ferry Business Plan and Long Range Strategy Study to KPFF Consulting Engineers.

RESOLUTION NO. 25-34

A RESOLUTION OF KITSAP TRANSIT BOARD OF COMMISSIONERS
AUTHORIZING STAFF TO AWARD CONTRACT FOR INTRA-COUNTY
PASSENGER-ONLY FERRY BUSINESS PLAN AND LONG RANGE STRATEGY
TO KPFF CONSULTING ENGINEERS.

WHEREAS, the Board of Commissioners directed staff to conduct an intra-county ferry study; and

WHEREAS, Kitsap Transit received funding from Washington State Legislature in the amount of three hundred thousand dollars (\$300,000); and

WHEREAS, Kitsap Transit solicited through Requests for Proposals for qualified firms; and

WHEREAS, KPFF Consulting Engineers was the only proposal received; and

WHEREAS, after evaluating the proposal and investigating the single bid per regulations, Kitsap Transit staff deems the proposal to be of the highest and best value; and

WHEREAS, Kitsap Transit staff requests permission from the Board to award contract KT 25-955 to KPFF Consulting Engineers in the amount of three hundred thousand dollars (\$300,000).

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby approves the award of KT 25-955, Intra-County Passenger-Only Ferry Business Plan and Long Range Strategy, to KPFF Consulting Engineers in the amount of three hundred thousand dollars (\$300,000).

ADOPTED by the Kitsap Transit Board of Commissioners at a regular meeting held on the 15th day of April, 2025.

Rob Putaansuu, Chairperson

ATTEST:

Jackie Bidon, Clerk of the Board

DRAFT



MEMORANDUM

DATE: April 3, 2025

TO: Steffani Lillie

FROM: Patrick Rogers

SUBJECT: Recommendation to Award- Intra-County POF Business Plan and Long Range Strategy

Procurement

On March 4, 2025 Procurement Staff released a Request for Proposals; KT 25-955 Intra-County Passenger Only Ferry Business Plan and Long Range Strategy Project. On March 27th, Kitsap Transit received a single proposal in response to their request. The proposal was deemed responsive and forwarded to the Evaluation Committee for review.

Kitsap Transit's Evaluation Committee evaluated the proposals based on Experience and Qualifications, Past Performance, Project Approach and Methodology, Timeline of Completion, and Cost; as described in the solicitation.

Procurement Staff reviewed the solicitation process to ensure that the level of "open competition" was achieved since Kitsap Transit only received one proposal. When Kitsap Transit surveyed Plan Holders to determine why they did not submit a proposal, the prevailing reason was KPFF was the expert in this area and many of the qualified firms were acting as subconsultants on the project. Procurement Staff determined that adequate competition was achieved.

Cost Analysis

EXHIBIT A

Procurement staff compared KPFF's Cost Proposal to Kitsap Independent Cost Estimate and determined that the Cost Proposal presented is "fair and reasonable".

Recommendation

Procurement Staff has completed the responsiveness and responsibility checks and has deemed KPFF responsive and responsible. It is my recommendation that KPFF be awarded the KT 25-955 Intra-County POF Business Plan and Long Range Strategy project.

If you have any questions, please contact me at 360-479-6960.

Sincerely,

Patrick Rogers
Purchasing Coordinator



Board of Commissioners Agenda Summary

Meeting Date: 04/15/2025

AGENDA ITEM: Resolution No. 25-35, Approve Purchase of Cradlepoint Routers

SUBMITTED BY: Steffani Lillie

TITLE: Director

DEPARTMENT: Service and Capital

EXHIBITS/ATTACHMENTS: Resolution No. 25-35

BUDGETARY IMPACT *(if applicable)*

BUDGETED AMOUNT:

EXPENDITURE REQUIRED: \$ 105,310.00

FUNDING SOURCE: Capital

REVIEWED BY: Executive Director

REVIEWED DATE: 04/10/2025

SUMMARY STATEMENT:

Kitsap Transit staff are seeking authorization to purchase up to thirty (30) onboard Cradlepoint routers from CDW-G to enable fleet connectivity. The contract will include the immediate purchase of twenty (20) routers with the option to procure ten (10) additional routers as the need occurs. Funding for the router purchase will be nineteen (19) WSDOT Grant Funded and eleven (11) local funding. The immediate need for twenty (20) routers was not anticipated. Retention of the 2025 surplus vehicles for use during the 2026 FIFA events has onboard equipment that cannot be repurposed in the new vehicles.

RECOMMENDED ACTION/MOTION:

MOTION: Move to adopt Resolution No. 25-35, allowing staff to purchase up to thirty (30) Cradlepoint routers from CDW-G off of the Washington State DES Contract in the amount of one hundred five thousand three hundred ten dollars (\$105,310).

RESOLUTION NO. 25-35

A RESOLUTION AUTHORIZING THE PURCHASE OF UP TO 30 ROUTERS FOR ONBOARD BUS CONNECTIVITY FROM CDW GOVERNMENT LLC (CDW-G).

WHEREAS, Kitsap Transit has identified the need for new onboard Cradlepoint routers to enable connectivity across its revenue fleets, ensuring reliable real-time communication, operational data transmission, and passenger connectivity with the ORCA system; and

WHEREAS, CDW-G, through the Washington State Department of Enterprise Services (DES) Master Contract No. 05819, has provided Kitsap Transit with a proposal in the amount of one hundred five thousand three hundred ten dollars (\$105,310).

WHEREAS, the contract provides immediate purchase of twenty (20) routers, to be installed in new vehicles delivered in 2025 with an option to purchase an additional ten (10) routers for future needs; and

WHEREAS, the need for these routers was unforeseen as the intention was to repurpose routers from fleet vehicles that were to be disposed of; and

WHEREAS, existing routers cannot be repurposed due to retention of fleet vehicles originally identified for disposal to support the upcoming 2026 FIFA events; and

WHEREAS, nineteen (19) routers will be funded through WSDOT grant PTD0940, with the remaining eleven (11) routers purchased with local funds; and

WHEREAS, CDW-G's proposal has been determined to be fair and reasonable for the required equipment.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners authorizes the purchase of up to thirty (30) Cradlepoint routers, from CDW-G off the Washington State DES contract for a total amount of one hundred five thousand three hundred ten dollars (\$105,310),

ADOPTED by the Kitsap Transit Board of Commissioners at a regular meeting held on the 15th day of April, 2025.

Rob Putaansuu, Chairperson

ATTEST:

Jackie Bidon, Clerk of the Board

DRAFT

VOYAGE CHARTER AGREEMENT

THIS VOYAGE CHARTER AGREEMENT is made and entered into as of the ____ day of _____, 2024, by and between Port of Poulsbo (“Charterer”), and KITSAP COUNTY TRANSPORTATION BENEFIT AREA AUTHORITY, a Washington municipal corporation doing business as Kitsap Transit (“Owner”).

WITNESSETH

A. The Owner is the owner of that certain vessel, M/V Carlisle II, Official Number 214872 (the “Vessel”) and has the Vessel available to charter.

B. Port of Poulsbo desires to charter the Vessel, which shall be operated by the Owner’s captain and crew, for the purpose of Frosty Fest.

C. This Agreement sets out the terms upon which the Owner agrees to provide this charter.

NOW, THEREFORE, the parties hereto hereinafter agree as follows:

1. *Agreement to Charter.* Owner hereby agrees to charter to Port of Poulsbo the documented Vessel on February 10, 2024, with said charter to commence and terminate at Bremerton, Washington. The cruise itinerary is attached as *Exhibit A* (the “Charter Summary”).

2. *Defined Terms.* “Cruise” or “Event” means the specific cruise indicated on the Charter Summary. “Passenger” refers to Port of Poulsbo (whether participating in the event or not) and any and all persons traveling under this Agreement, including all of Charterer’s guests and its third-party vendors. “You” or “Your” refers to the Charterer under this Agreement.

3. *Captain and Crew.* Owner agrees to provide a professional Captain and Crew for the Vessel. The Captain and Crew shall be appropriately licensed, qualified, knowledgeable and familiar with the Vessel and waters of the Charter area and approved by the Vessel’s insurer. Owner shall provide insurance coverage for the Captain and Crew. The Captain and Crew shall have sufficient expertise and experience to manage and handle the Vessel safely and competently at all times. The Captain shall operate the Vessel only for lawful purposes and shall abide by all applicable rules, regulations and laws of the United States and any other jurisdiction in which the Vessel may travel.

4. *Payment.* Payment for the charter of the Vessel shall be made on or before February 3, 2024, in the amount of \$ 6434.07 (“Charter Fee”). Payment shall be made by the Port of Poulsbo to the Owner by certified check, company check, or wire transfer.

5. *Operation of Vessel.* Owner shall retain full care, custody and control of the Vessel including final authority with respect to the management and operation of the same, and with respect to any determination regarding conditions affecting the safety of its Crew and Passengers and/or the safe navigation of the Vessel itself.

6. *Change in Itinerary/Cancellation.* Water travel involves uncertainties not present in land facilities. Owner may, in its sole discretion, remain dockside, substitute vessels, change the course or schedule of the Cruise, discontinue the Cruise, or cancel the Cruise for any reason. Owner shall have no liability arising from any such change of course or schedule, change of vessel, discontinuance, cancellation or other failure to depart from or arrive at any port at the scheduled

or announced time. Except as otherwise provided herein, if a Cruise is cancelled before commencement, Charterer will be entitled, as its exclusive remedy, to receive a refund of the total payments Owner has received from Charterer for the Cruise. IN NO EVENT WILL OWNER BE LIABLE TO YOU FOR ANY DAMAGES INCLUDING BUT NOT LIMITED TO COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES.

7. *Cancellation.* Once You have signed this Agreement and the Owner has accepted this Agreement, Owner will reserve the Vessel for the times specified and start to make all necessary arrangements. That means that Owner will not book a conflicting event and will be required to turn away other requests. For that reason, and because of the work Owner will have performed, Owner's cancellation fee policy is as follows: (a) In the event Owner receives a written cancellation notice from You at least one hundred twenty (120) days before the date of Your event, Owner there will be no cancellation fee. If Owner receives a written cancellation notice from You less than one hundred twenty (120) days before the date of Your event, but more than twenty-one (21) days before that date, Owner will be entitled to a fee equal to 25% the Charter Fee. If Owner receives a written cancellation notice from You twenty-one (21) days or less before the date of Your event, Owner will be entitled to a fee equal to 50% the Charter Fee.

8. *Guest Comfort and Safety.* Charterer may not have more guests on the Vessel for the Event than the Vessel is certified to carry by the United State Coast Guard. Charterer must provide appropriate adult chaperones over the age of twenty-five (25) to accompany person under eighteen (18) years of age. Owner reserves the right to require security services for Your event, at Your sole cost.

9. *No Alcohol, Illegal and Controlled Substances.* No alcohol, illegal or controlled substances may be consumed onboard. Owner reserves the right to deny boarding to any Passengers that appear intoxicated. The use of alcohol, illegal or controlled substances, including marijuana on the Vessel is prohibited. Owner reserves the right to discontinue the Cruise if alcohol, illegal or controlled substances, including marijuana, are being used. No refunds or exchanges will be given. Neither may You, anyone acting for You, or Your guests bring animals, alcoholic beverages, explosives, firearms, illegal substances, or articles of a dangerous or damaging nature aboard the Vessel.

10. *Marine Security.* In accordance with the Maritime Transportation Security Act of 2002, all passengers and their belongings are subject to search as directed by Owner's Captain or his/her designee.

11. *Compliance with Laws and Regulations.* You agree to observe and obey all the Laws and Regulations, inform all Passengers You bring with You of the Laws and Regulations, and obtain the consent of all Passengers to observe and obey the Laws and Regulations. As used herein, "Laws and Regulations" means all requirements of all laws, orders, ordinances and regulations of the federal, state, county, and municipal authorities, the terms of this Agreement, and directives and orders from Owner and its employees, and the Captain and Crew of the Vessel.

12. *Third Party Vendors.* You agree not to hire anyone to perform services or sell goods in the boarding area or on board the Vessel unless You notify Owner in advance and the Owner approves such activities. The Owner reserves the right to refuse any such services or goods. Owner reserves the right to require satisfactory evidence of general liability insurance naming Owner as an additional insured and worker's compensation insurance with a waiver of subrogation as to Owner from those You hire or employ to be aboard Owner's vessels and facilities. Anyone You hire will work only for You, and they are not Owner's subcontractors or employees. You agree to

be solely responsible to insure, defend, indemnify and hold harmless Owner from any claims involving those You hire in conjunction with Your Event.

13. *Food and Beverages.* No food or beverage may be brought onto the Vessel without Owner's prior authorization, granted in Owner's sole discretion.

14. *Passenger Liability and Responsibility for Your Guests.* You are responsible for the conduct and supervision of the Passengers on the Vessel, including compliance with Sections 9 (Alcohol; Illegal and Controlled Substances), 12 (Compliance with Laws and Regulations), and 14 (Food and Beverage). You agree to promptly pay Owner for any and all loss of or damage to the Vessel, any equipment, decoration or fixtures caused by You or any Passenger attending Your Event, including any damage or loss caused by the failure to act in accordance with the terms of this Agreement, or a directive of the Owner's crew. You will be required to reimburse Owner for the full replacement cost and/or any and all loss or damage to Owner or the Vessel as a result of any material misrepresentation made by You, including but not limited to, any false statements concerning the intended activity of Your group, the falsely claimed need to provide Passengers with medical services, or the unfounded claim of injury. You will be required to reimburse Owner for the full replacement cost and/or any and all loss or damage to Owner as a result of any personal injury or damage caused by Your negligent or wrongful acts or omissions or the negligent or wrongful acts or omissions of any Passenger, including any minor.

15. *Indemnification.* You agree to indemnify, defend, and hold Owner harmless for (a) any damages, liabilities, losses, penalties, fines, charges or other expense incurred by or imposed upon Owner, arising from or relating to any alleged negligent or wrongful act, omission or violation of Laws or Regulations by You, or any Passenger, including any minor Passenger; and (b) any liability, cost or expense (including all legal expenses) incurred by or imposed upon Owner, associated with the defense or settlement of any claim, directly or indirectly related to personal injury, death or property damage arising from or relating to any alleged negligent or wrongful act of You, or any Passenger. Further Owner agrees to indemnify and hold You harmless, including all Directors, Officers, agents, owners, affiliates and independent contractors, from any liability or costs (including reasonable legal fees) incurred in defense of any claim made by any person (including members of Your party) arising from injuries or death to persons or damage to property caused by the negligent acts or omissions of Owner and/or its employees.

16. *Governing Law:* The terms of the Charter is deemed issued in Bremerton, Washington. The Terms of Conveyance and its interpretation shall, to the maximum extent allowed under the general maritime law of the United States, be governed by and construed in accordance with the general maritime law of the United States; to the extent such maritime law is not applicable, it shall be governed by and construed in accordance with the laws of the State of Washington.

17. *Choice of Forum/Venue:* The parties expressly agree that any and all disputes and matters arising under or in connection with the Terms of Conveyance or the Cruise shall be litigated in and before the United States District Court located in Seattle, Washington, or as to those lawsuits as to which the Federal Courts of the United States lack subject matter jurisdiction, in the courts of Seattle, Washington, to the exclusion of all other courts.

18. *Public Disclosure Act.* Charterer acknowledges that Owner is subject to RCW 42.56, the Public Disclosure Act, and that this contract shall be a public record as defined in RCW 42.56. Any specific information that is claimed by the Charterer to be confidential or proprietary must be clearly identified as such by the Charterer. To the extent consistent with RCW 42.56, KT shall maintain the confidentiality of all such information marked confidential or proprietary. If a

request is made to view the Charterer's information, Owner will notify the Contractor of the request and the date that such records will be released to the requester unless Charterer obtains a court order enjoining that disclosure. If the Charterer fails to obtain a court order enjoining disclosure, Owner will release the requested information on the date specified.

19. *Arbitration.* The parties agree to submit any solely contractual dispute to binding arbitration. The arbitration shall be conducted by the American Arbitration Association in the venue specified in Section 21 above. The decision of the arbitrator shall be final and binding. The arbitrator shall have no authority to award damages exceeding those set forth in this Agreement.

20. *Force Majeure.* The parties shall not be responsible for any loss, damage, delay or failure of performance hereunder arising or resulting from: acts of God; acts of war; perils of the sea; acts of public enemies, pirates or assailing thieves; arrest or restraint of princes, rulers or people, or seizure under legal process (provided bond is promptly furnished to release the vessel); strike or omission; regulations adopted after the date of this agreement by a health agency in response to a pandemic that prevents the event from taking place; or thing whatsoever beyond the control of the parties; provided, however, that the occurrence of any of the above circumstances arising out of the failure of a prospective guest or other individual to be fully vaccinated against the coronavirus shall not be deemed a force majeure. Should either party be unable to perform due to the above, all Your deposits and payments will be credited towards a future cruise event to be performed within twelve (12) months of initial cruise date. If Owner does not perform the Cruise for any of the reasons enumerated herein, or if the Captain deems it necessary to end the Cruise in the interest of safety to the crew, vessel or guests, You agree that Owner does not owe You damages and You will be entitled only to an appropriate refund, which Owner will determine, of what You have paid but which Owner was not able to provide. If for any reason, Owner does not provide the Vessel You selected, Owner may provide one or more other vessels that are Coast Guard certified to carry the same or a greater number of guests, and Owner may also change the location from which the Cruise sails, if circumstances require it. If Owner fails to provide one or more other vessels that are Coast Guard certified to carry the same or a greater number of guests, Owner will refund one hundred percent (100%) of the Charter Fee You paid, but Owner will have no further obligations or any other liabilities to You or Your Passengers.

21. *Transferability; Severability; Miscellaneous.* Nothing contained in this Agreement shall limit or deprive Owner of the benefit of the applicable Federal Maritime Law, statutes and laws of the United States of America or the statutes and laws of the state from which the Cruise departs. This Agreement constitutes the entire understanding and agreement between the parties and supersedes any prior oral, or implied or other agreements between the parties. This Agreement can only be modified by a writing signed by the parties. The Agreement cannot be transferred by You. \ Owner shall be permitted to assign its rights or obligations under this Agreement, but no such assignment shall release Owner of any obligations pursuant to this Agreement. Any additions, deletions or other alterations to, or waivers of any term of, the Agreement which are purported to have been made by Owner and which have not been agreed to in writing by Owner will not be legally binding upon Owner. Any provision of the Agreement, which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and the validity and enforceability of the remaining terms and conditions of the Agreement will not otherwise be affected, nor will the validity and enforceability of such provision be affected in any other jurisdiction. Unless otherwise specified herein, no failure or delay on the part of any party in exercising any right or remedy will operate as a waiver thereof; and each and every remedy will be cumulative and in addition to every other right or remedy

Exhibit A



Marine Services' Charter Policy

Creation Date	January 2025
Approval Date	Resolution Number 25-30
Last Revised	N/A
Version	1.0

1.0 Charters Proposal

Kitsap Transit will make available the M/V Waterman, M/V Carlisle II, and M/V Admiral Pete to charter for community focused events. A community focused event is defined as an event that is of civic, public, or educational in nature (e.g. county fairs, city festivals, seasonal or holiday events, etc.) Chartering events will allow Kitsap Transit to promote goodwill in the community it serves by partnering with local agencies, generating revenue, and promoting ferry services by having a visible presence at community events. All vessel charters are restricted to the immediate waters surrounding Kitsap County.

2.0 Supplemental and Interagency Support

Kitsap Transit will make available all vessels in the fleet for use in supplemental services and interagency support for the neighboring agencies upon request. There will be no restriction in the geographic area on the vessel routes and will be negotiated on a case-by-case basis with the requesting agency.

3.0 Booking

Charter requests will be submitted to Kitsap Transit no less than three months prior to the event for consideration. The charter application will be evaluated to confirm that Kitsap Transit has the vessel and crew available for the date and duration of the proposed charter. The maximum passenger capacity for each vessel chartered will not exceed the Certificate of Inspection for each vessel. All proposed locations, routes, and schedule for the charter will be evaluated by KT staff prior to approval.

Supplement services and interagency support will not have a time restriction but will be limited to the availability of vessels and crew. The maximum passenger capacity for each vessel for supplemental services will not exceed the Certificate of Inspection for each vessel. All proposed locations, routes, and schedule for the charter will be evaluated by KT staff prior to approval.

4.0 Cost

Vessels will be chartered on an hourly basis that includes the non-operating and operating costs required to fulfill the charter request. The rate charged will be at the crew overtime rate. Crew will consist of a Captain and two deckhands per vessel. All costs must be paid in full and at least two weeks in advance of the charter. If funds are not received by the specified date the charter will be canceled.

Supplemental services and interagency support will be calculated on an hourly basis that includes the non-operating and operating costs required to fulfill the charter request. The rate charged will be at the crew overtime rate. The crew size used will be at the level required by the Certificate of Inspection of the proposed vessels being used for the service.

5.0 Cancellations

5.1 Weather

To ensure guest and crew safety, Kitsap Transit has the authority to cancel charter and or supplemental and interagency services if it deems weather conditions unsafe. Unsafe weather conditions are typically the result of (but are not limited to) heavy storms, small craft advisory warnings, gale warning, strong winds, and large waves. Light rain, passing storms, and cooler temperatures are typically considered safe. In the case that conditions are deemed unsafe, Kitsap Transit will work with the charterer and to temporarily postpone or reschedule charter services to a future date or time.

5.2 Crew or Vessel Shortage

In the case a vessel is out of service or there is a crew shortage, Kitsap Transit may cancel charter and or supplemental and interagency services with no prior notice to ensure reliability and safety of Kitsap Transit's regularly scheduled service.

5.3 Guest Cancellations

Cancellations 14 days or prior are subject to a \$200 service fee. Cancellation requests within 13 days or fewer of your charter date are subject to a \$400 cancellation fee and must be requested in writing via email to the Marine Services Director. All written cancellation notices must include the following information:

- Charterer's full name
- Organization name (if applicable)
- Scheduled date and time of charter

There are no fees or penalties associated with supplemental and interagency support cancellations; the details of the service will be incorporated into the contract with the agency.