



August 20, 2018

**Report of the Citizens Advisory Committee
Passenger Ferry Study**

Summary

At the March 20, 2018, Special Joint Commission & Port of Olympia Citizens Advisory Committee (POCAC) meeting, the Commission introduced five tasks for the POCAC, each of which was assigned to a POCAC sub-committee. The [Passenger Ferry Study](#)¹ was introduced by Commissioner E.J. Zita.

The Puget Sound's Mosquito Fleet, consisting primarily of steam vessels, provided passenger only ferry service to the region from the 1850s to the 1930's. Auto ferries and the increasing mobility of automobiles led to the end of the Mosquito Fleet². In light of economic development, population growth, and traffic congestion between Thurston County and all points north, the region may benefit from a renewal of passenger ferry service to and from Olympia as part of a growing regional trend.

Subcommittee

A subcommittee of the 2018 POCAC was established, which is comprised of the following POCAC members and Port Staff:

POCAC Members: Travis Matheson (*Chair*) Judy Hoefling (*resigned*)
Peter Overton Thom Woodruff

Port Staff Liaisons: Executive Director Ed Galligan (Replaced by Interim Executive Director Rudy Rudolph)

Scope of Work

1. Evaluate possibilities - costs - and benefits for a modern Mosquito fleet between Olympia and Seattle
2. Read and summarize available passenger ferry studies, especially the most recent
3. Discuss with knowledgeable and interested groups
4. Recommend options - timeline - process (emphasize process)

¹ Internet hyperlinks are utilized in addition to traditional citations and physical attachments

² Johnson, L. E. (1999, February 2) Puget Sound's Mosquito Fleet. Retrieved from <http://www.historylink.org/File/869>

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Evaluate Possibilities...for a Modern Mosquito Fleet Between Olympia and Seattle

The POCAC's Passenger Ferry Service sub-committee read and evaluated the most recent passenger ferry studies; held meetings and consulted with Port staff; attended the Regional Passenger Ferry Summit; consulted with industry, academic, and political experts; received informal feedback from the public; spoke at length with current Port Commissioners; and worked through several drafts of this report to produce the following:

Read and Summarize Available Passenger Ferry Studies, Especially the Most Recent

The following passenger ferry studies were evaluated and used as resources for the sub-committee's recommendations and conclusions:

1. **Kitsap Transit Passenger-Only Ferry Business Plan and Long Range Strategy**
The Kitsap Transit business plan was prepared in 2014 as a blueprint for implementation of passenger-only ferry service in Kitsap County. This plan appears to be the most recent and relevant to Thurston County. The plan includes a financial plan, an analysis of ridership projections, community surveys and stakeholder interviews, an evaluation of terminal and vessel needs, recommendations for operation, an implementation strategy, and details real estate, economic and user benefits. The key themes include building support among the private sector, coordinating landside transit, and that nearly 90% of respondents understood the need for some local tax support. The conclusion includes the following, "...to implement the plan outlined in this study, local voters must approve a tax measure to supplement fare and grant revenue." Farebox recovery is forecast to start at 21% and grow to 33% by the fourth year of operation.
2. **Puget Sound Regional Council's Puget Sound Regional Passenger-Only Ferry Study**
The Puget Sound Regional Council's (PSRC) study was produced in 2008 in response to the PSRC's Transportation Policy Board's request for an evaluation of passenger-only ferry service in the Central Puget Sound Region. The study is the culmination of extensive consultation with the Washington State Ferries (WSF), local and regional transit agencies, Ports, local jurisdictions, political representatives and the Legislature's Joint Transportation Committee. The resulting study includes a market analysis, ridership estimation, and route evaluation. The study's conclusion includes, "it is impossible to develop a consolidated regional funding strategy" because governance and operation is likely to remain divided among a number of agencies for the foreseeable future. Funds raised at the county or local level are cited as a likely source of reliable funding for passenger-only ferry service.

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The study does not include Olympia.

3. [Washington State Ferries - Ten-Year Passenger Strategy for Washington's Multimodal Ferry Transportation System](#)

The WSF ten-year passenger strategy was produced in response to a proviso from the 2004 Legislature requiring, in part, “a long-range plan and supporting strategy” that identifies, “the most appropriate means of moving foot passengers across the central Puget Sound.” The strategy focuses on the movement of passengers using a combination of currently available WSF auto-ferries, WSF passenger-only ferries, and public-private passenger-only operators. The study describes several federal funding opportunities for capital needs. It concludes that the net financial impact on WSF of implementing WSF passenger-only ferries would be positive, but acknowledges an increasing negative financial impact on WSF with increasing public-private ridership. However, the final conclusion of the study is that, “the most efficient and cost-effective means of moving passengers across Puget Sound is via WSF’s large passenger-vehicle boats.”

The study does not include Olympia.

Discuss with Knowledgeable and Interested Groups

Discussions and meetings were held with the following knowledgeable and interested groups:

1. Meeting with Steve Sego and Wes Larson:

Interim Executive Director Rudy Rudolph, POCAC Chair Richard Wolf, and sub-committee members Judy Hoefling, Travis Matheson, and Peter Overton met with Steve Sego and Wes Larson from Kitsap County on May 9, 2018. Both were instrumental in the planning and initiation of Kitsap Transit’s revival of passenger-only ferry service between Bremerton and Seattle. They emphasized the importance of wide-based community support from government, business, and public organizations. A business plan supported by a feasibility study that resonates with the community is critical.

Mr. Sego and Mr. Larson also described the need for a business plan that includes a local tax. Kitsap Transit uses a .3% (3 cents on a \$10 purchase) sales tax to raise about \$11.8 million annually for service from Bremerton, Kingston (service starting in September 2018), and Southworth (service starting in 2020) to downtown Seattle. Alternatively, legislative authority could be requested to create a ferry district for a smaller area around the terminal in Thurston County. Both King County and Kitsap Transit benefit from federal grants for capital costs.

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2. Attended the Regional Passenger Ferry Summit (Attachment 1):

Commissioner Bill McGregor, POCAC Chair Richard Wolf, and sub-committee members Travis Matheson and Thomas Woodruff attended the [2018 Regional Passenger Ferry Summit](#) on June 8, 2018. Several political leaders from jurisdictions from across the Puget Sound were in attendance as were regional transportation leaders and representatives, private and public industry experts, and representatives from the U.S. Coast Guard. Several conversations with representatives from all of these groups were had by members of the POCAC and Commissioner McGregor. Professional contacts were made that led to additional learning and meetings.

The main takeaways were: King County Metro uses a property tax rate of 1.25 cents per \$1,000 to fund its water taxi service from Vashon Island and West Seattle to downtown Seattle; a consistent message was that federal grants and local tax funding is imperative; and success is contingent on an integrated approach, to include ports, transit, other local jurisdictions (cities and counties), taxpayers, and businesses.

3. Meeting with Carla Sawyer and Mike Anderson:

POCAC Chair Richard Wolf and sub-committee members Travis Matheson, Peter Overton, and Thomas Woodruff met with Carla Sawyer and Mike Anderson on July 12, 2018. Mr. Anderson is the former CEO of the WSF and current Director of Marine Transit for [KPFF Consulting Engineers](#). KPFF has been awarded a feasibility study contract for Pierce County. Ms. Sawyer is the owner of Progressions and has worked on several passenger ferry projects, including Kitsap Transit and King County's water taxi.

The main takeaways are: Olympia would likely need a 40+ knots/hour vessel with capacity of 149 passengers; Farebox recovery for passenger only ferry service can be expected to be around 30%; Route scheduling and docking capacity in Seattle will need to be coordinated with Seattle, Kitsap, and Pierce as other passenger-only ferry systems increase their service; and a crucial step is a feasibility study, which can range from \$60k (without demand forecasting) to \$300k.

4. Pierce County MOU:

Tacoma City Council Member Ryan Mello, who was a speaker at the Regional Passenger Ferry Summit shared copies of the \$104,000 funding agreement between City of Tacoma, Port of Tacoma, and Pierce Transit (Attachment 2). The three agencies are sharing the cost of a fast ferry feasibility study for a route between Tacoma and Seattle. There is a possibility that Olympia could join the Tacoma feasibility study that is just getting underway.

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5. Scheduled to attend additional Ferries Conference:

Sub-committee members Travis Matheson, Peter Overton, and Thomas Woodruff have been approved by the Commission to attend the [Pacific Maritime Magazine Ferries Conference](#) in Seattle on October 10, 2018. The agenda includes a legislative overview of public sector financing initiatives, a discussion of community engagement, case studies of successes and challenges, and an examination of new technology.

The sub-committee will prepare and submit an appropriate addendum to this report following the conference.

6. Meeting with Senator Sam Hunt:

POCAC Chair Richard Wolf, Port of Olympia Planning, Public Works & Environmental Director Rachael Jamison, and sub-committee members Travis Matheson, Peter Overton and Thomas Woodruff met with Senator Hunt on Monday, August 20.

Senator Hunt introduced [SB 6054](#) during the 2018 legislative session that would require the Department of Transportation to complete a study on passenger-only ferry service between Olympia and Seattle. Senator Hunt described a key point being local financial interest.

7. Meeting with Charles Adkins:

POCAC Chair Richard Wolf, Port of Olympia Planning, Public Works & Environmental Director Rachael Jamison, and sub-committee members Travis Matheson met with Mr. Adkins on Monday, August 20.

Mr. Adkins is the Director of Legislative Affairs at the Evergreen State College. He worked with Senator Hunt's office last legislative session to introduce the ferry bill. Mr. Adkins expressed a desire to Commissioner Zita to provide input to the sub-committee.

Mr. Adkins indicated that the idea is for a state-funded feasibility study that would examine passenger-only ferry service potentially involving Olympia, Tacoma, Seattle, and Everett. A state-funded study supported by local taxation for implementation.

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Recommend Options - Timeline - Process

A broad coalition comprised of the cities of Olympia, Lacey, Tumwater, Thurston County, Intercity Transit, and the Port of Olympia is an approach with the highest likelihood of success. A key to success will be to fully embrace and employ the core values (inform, consult, involve, collaborate, and empower) of the [International Association for Public Participation](#) (IAP2), which have been adopted by the Port of Olympia.

It is recommended that the Commission seek and establish a community coalition with representatives from Intercity Transit, Port of Olympia, Thurston County, and the cities of Olympia, Lacey, and Tumwater to gauge interest and support. With sufficient momentum a feasibility study linked to the one being developed in Pierce County and modeled after the Kitsap Transit business plan should be developed for Thurston County.

The subcommittee believes it is unlikely that state legislation requiring a study of passenger ferry service between Olympia and Seattle will pass this coming session. The subcommittee recommends that the Commission begin the work of building this coalition now rather than “wait and see” for the introduction and passing of legislation. The establishment of a multi-jurisdictional task force or coalition should begin immediately so that seeking a locally-funded feasibility study is not delayed if a legislatively-funded study is not provided.

Significant Findings

1. Broad support comprised of public agencies; business organizations and associations; current Port tenants; local, state, and federal political representatives; and members of the public is critical to success.
2. Kitsap Transit and King county have demonstrated a successful and sustainable passenger-only ferry business model utilizing sales tax and property tax for operational costs and federal grants for capital costs. The Federal Transit Authority issued nearly \$60 million for the [Passenger Ferry Grant Program](#) in 2017-18 with nearly \$10 million being awarded to Washington State (WSF, Kitsap Transit, and King County), which is on top of the nearly \$12 million [awarded](#) to these three agencies in 2015-16.
3. A feasibility study, including a demand-forecast, is crucial
4. Substantial federal grants are available, particularly for start-up capital costs
5. Operating costs will need to be subsidized by local taxes
6. Operating costs are largest component; not capital costs. Passenger-only farebox return of ~30% should be expected
7. A 90 minute trip from Olympia to Seattle is possible due to passenger-only ferry vessel technology that has dramatically increased in the last two decades
8. Docking capacity in Seattle will likely become an issue as more passenger-only ferry services are provided



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9. The presence of an established passenger ferry service in Olympia would likely provide critical and life-saving transportation services in the event of catastrophic natural or man-made disaster. The closure of I-5 near the Nisqually River following the recent train derailment caused immeasurable economic impact and delay for tens of thousands of travelers. This relatively minor and short-term event illustrated the fragility of the current transportation corridor. Joint Base Lewis-McChord, emergency service providers, and the public would benefit from an Olympia-based passenger ferry service that would fulfill vital transportation needs during a major, long-term event.

Conclusion

The concept of a passenger-only ferry serving Thurston County seems to stir a sense of nostalgia from those who want relief from nightmarish traffic. Seemingly everywhere sub-committee members went people wanted to talk about the ferries. Indeed, the docking of two ferries at the Port of Olympia in the past few months created so much excitement and so many questions from the public that The Olympian published two articles to [quell rumors](#) of [ferry service](#) in Olympia.

Technology, rapid urban growth, available federal funding, community support, ever-worsening traffic congestion, and other successful local models have combined to create a unique intersection of demand and opportunity. The Port of Olympia finds itself in the middle of this intersection.

The *Port of Olympia Citizens Advisory Committee* concurs with this report and its recommendations.

Regional Passenger Ferry Summit

Friday, June 8, 2018

Location: Bell Harbor Sound Room,
2211 Alaskan Way Pier 66, Seattle, WA 98121

10:30am-2:00pm, Shuttle to Ferry Ride leaves 2:00pm



Agenda

10:30am-10:45am Arrive

10:45am-11:30am Speaker Series

- **Welcome:** Paul Brodeur, King County Metro Marine Transit, Marine Director
- **Keynote**
- Port of Seattle Commissioner Stephanie Bowman
- Amy Scarton, Assistant Secretary, Washington State Ferries
- King County Councilmember Joe McDermott
- Tacoma City Councilmember Ryan Mello
- Goran Sparrman, Seattle Department of Transportation

Guests Pick Up Buffet Lunch

**11:40pm-12:25pm: Around the Sound Panel – Local and Regional Leaders Discuss Vision
Moderated by Bruce Agnew, Cascadia Center**

- San Juan Councilmember Rick Hughes
- Kitsap Transit Board Chair Robert Gelder
- City of Tacoma Councilmember Ryan Mello
- Island County Commissioner Helen Price Johnson
- Industry Partner Matt Nichols, Nichols Brothers
- City of Des Moines, Chief Operating Officer Dan Brewer
- City of Kenmore Mayor David Baker

12:25pm-12:45pm: Q & A for Around the Sound Panel

12:45pm-1:35pm: Policy Panel – Supporting, Funding and Sustaining the System

Moderated by Laurie Brown, King County Department of Transportation Deputy Director

- What Does Success Look Like? – Paul Brodeur, King County Metro Transit Marine Division
- Financial Sustainability – Stacey Lewis, Pacifica Law Group
- The Data – Josh Brown, Puget Sound Regional Council
- Sustainable Technologies – Matt von Ruden, Washington State Ferries
- Multimodal Terminal Design and System Access – Chris O'Claire, King County Metro Transit
- Building Coalitions – Steve Sego, Waterman Mitigation Partners

- Economic Development and Port Marine Sustainability – Geri Poor, Port of Seattle

1:35pm-1:50pm: Q & A for Policy Panel

1:50pm-2:00pm: Next Steps and Adjourn to Ferry Ride – Paul Brodeur

2:00pm-2:30pm: Shuttle to Water Taxi

2:30pm-3:30pm: Water Taxi from Pier 52, North Side of Colman Dock, to West Seattle, and back to Colman Dock.

**AGREEMENT BETWEEN PIERCE TRANSIT AND THE PORT OF TACOMA
REGARDING A STUDY ON THE FEASIBILITY OF A HIGH-SPEED PASSENGER-ONLY
FERRY SERVICE CONNECTING PIERCE TRANSIT'S BENEFIT AREA WITH THE
SEATTLE CENTRAL BUSINESS DISTRICT**

This Agreement (AGREEMENT) is entered into this 11 day of June, 2018 by and between Pierce County Public Transportation Benefit Area Corporation ("Pierce Transit"), a transit authority within the State of Washington, and the **PORT OF TACOMA**, a Washington public port district (the "Port"), (collectively "Parties") in consideration of the mutual covenants contained herein. The Parties hereby recite and agree as follows:

RECITALS

1. The Port is charged by state statute with a mission of furthering economic development. To that end, the Port has adopted a Port Community Economic Development Policy by which the Port administers its monetary support of economic projects sponsored by local public agencies in Pierce County.
2. Pierce Transit in partnership with the City of Tacoma proposes a study to determine the feasibility of a high-speed passenger-only ferry service connecting Pierce Transit's benefit area (including downtown Tacoma) with the Seattle Central Business District.
3. Pierce Transit requested and the Port agrees to provide an investment from the Port Community Economic Development Investment Fund of \$30,000, expressly as specified herein.
4. The Port finds the requested contribution meets the Port's Community Economic Development Policy criteria as follows:
 - a. Feasibility of an infrastructure project that creates long-term jobs
 - b. A planning activity to promote a marine tourism infrastructure project to attract tourists to Pierce County from outside locations
 - c. A planning activity promoting business retention or business recruitment

NOW, THEREFORE, in consideration of the mutual benefits and covenants described herein, the Parties agree as follows:

1. SCOPE OF WORK

Pierce Transit's feasibility study to determine the viability of passenger-only ferry service between downtown Tacoma and Seattle business district ("Project") consists of the following:

- Pierce Transit will hire a consultant to conduct a feasibility study to review the current state of marine passenger transportation technology, identify the infrastructure requirements to support ferry operations, conduct a benefit-cost analysis based on existing and future conditions, and evaluate potential revenue/expenditure streams. The goal is to determine whether high speed ferry service would result in a substantive and practical enhancement to the existing and planned modes of transportation in this market.

- All as described in Pierce Transit's Application, as attached hereto as **Attachment A**.

2. PORT'S CONDITIONAL AGREEMENT TO CONTRIBUTE FUNDS

Subject to the terms herein, the Port agrees to contribute to Pierce Transit an investment from the Community Economic Development Investment Fund for the Project in an amount not to exceed \$30,000. Further conditions of the Port's funding are as follows:

In the event Project costs are higher than projected, Pierce Transit assumes any excess Project costs.

The Port's annual Project contribution shall be allocated and specifically identified in the Port's 2018 budget.

The Port's distribution of funds are contingent on Pierce Transit obtaining full committed funding by June 30, 2018 for the complete Project scope and the contents of this AGREEMENT remain unchanged.

Port payment of the not to exceed amount will be made within thirty days of Pierce Transit's submittal of written proof to the Port of actual Project expenses.

3. TIMEFRAME/PROJECT SCHEDULE

Pierce Transit is on schedule to hire the consultant by June 30, 2018.

4. PIERCE TRANSIT'S PROJECT FINANCIAL SUMMARY

Total Project Cost: \$90,000

Source of Funds (in addition to the Port): Pierce Transit and the City of Tacoma

5. ABANDONMENT. If the Project is abandoned, then this AGREEMENT shall be of no further force or effect.

6. ASSIGNMENT. Neither Party to this AGREEMENT shall have the right to convey, assign, apportion or otherwise transfer any and all of its rights, obligations, conditions and interests under this AGREEMENT, without the prior written approval of the other.

7. THIRD PARTY BENEFICIARIES. This AGREEMENT is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right or cause of action based upon any provisions of this AGREEMENT.

8. EQUAL DRAFTING. This AGREEMENT has been reviewed and revised by legal counsel for both parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this AGREEMENT.

9. SEVERABILITY. If any provisions of this AGREEMENT are determined to be unenforceable or invalid pursuant to a final decree or judgment by a court of law with

jurisdiction, then the remainder of this AGREEMENT not decreed or adjudged unenforceable or invalid shall remain unaffected and in full force and effect to the extent that the primary purpose of this AGREEMENT can be preserved.

10. **MODIFICATION.** This AGREEMENT may not be modified except by mutual agreement reduced to writing in a formal amendment hereto and approved by each Party's governing body.

11. **TERMINATION.** This AGREEMENT shall terminate upon completion by both Parties of their respective obligations hereunder, or on December 30, 2018 unless terminated earlier.

12. **GOVERNING LAW.** This AGREEMENT shall be governed exclusively by the laws of the State of Washington both as to interpretation and performance without recourse to any principles of Conflicts of Laws. Any action at law, suit in equity or judicial proceeding for the endorsement of this AGREEMENT or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Pierce County, Washington

13. **NOTICES.** All notices given pursuant to this AGREEMENT shall be deemed delivered to the respective party on the date that it is personally delivered to the address(es) set forth below, or on the date that it is successfully sent by email transmission to the email addresses set forth below:

Pierce Transit: Attention: Dana Henderson
Pierce Transit
3701 96th St SW
Lakewood, Washington 98499
Email: dhenderson@piercetransit.org

Port: Port of Tacoma
PO Box 1837
Tacoma, Washington 98406
Attention: Evette Mason
Email: emason@portoftacoma.com

14. **ENTIRE AGREEMENT.** This AGREEMENT constitutes the entire agreement of the parties, supersedes all previous oral or written understandings, and incorporates all prior discussions and agreements pertaining to this subject matter. The Parties participated equally in any negotiations and the process leading to execution of this AGREEMENT. If a dispute should arise with regard to the meaning or interpretation of any provision hereof, there shall be no presumption of draftsmanship as to such provision.

15. LEGAL RELATIONS.

A. Independent Municipal Governments. The Parties hereto are independent governmental entities and nothing herein shall be construed to limit the independent government powers, authority or discretion of the governing bodies of each Party. It is understood and agreed that this AGREEMENT is solely for the benefit of the Parties hereto and gives no right to any

other party. No joint venture or partnership is formed as a result of this AGREEMENT. No employees or agents of any Party shall be deemed, or represent themselves to be, employees of any of the other Party.

B. Legal obligations. This AGREEMENT does not relieve either Party of any obligation or responsibility imposed upon it by law.

C. Timely Performance. The requirements of this AGREEMENT shall be carried out in a timely manner according to a schedule negotiated by and satisfactory to the Parties.

D. Recording. A copy of this AGREEMENT shall be recorded in the Office of the Pierce County Auditor in accordance with RCW 39.34 , or shall be posted to each Parties' web site.

16. RECORDS AND AUDIT. During the term of this AGREEMENT, and for a period not less than six (6) years from the date of termination, records and accounts pertaining to the work of this AGREEMENT and accounting therefore shall be kept by each Party and shall be available for inspection and audit by representatives of either Party and any other entity with legal entitlement to review said records. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claims, or audit finding has been resolved, even though such litigation, claim, or audit continues past the six-year (6) retention period. This provision is in addition to and is not intended to supplant, alter or amend records retention requirements established by applicable state and federal laws.

17. LIMITS OF FINANCIAL OBLIGATIONS/PROPERTY OWNERSHIP. Except as provided above, each Party shall finance its own conduct of responsibilities under this AGREEMENT. No ownership of property will transfer as a result of this AGREEMENT.

18. INDEMNIFICATION AND HOLD HARMLESS.

A. Pierce Transit releases the Port from, and shall defend, indemnify, and hold the Port and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of Pierce Transit and/or its agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to Pierce Transit's performance of its obligations under this AGREEMENT, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the Port or its agents, employees, and/or officers.

B. Pierce Transit shall defend, indemnify, and hold the Port and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of any third parties and/or their agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to Pierce Transit's performance of its obligations under this AGREEMENT, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of the Port or its agents, employees, and/or officers.

C. The Port releases Pierce Transit from, and shall defend, indemnify, and hold Pierce Transit and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of the Port and/or its agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the Port's performance of its obligations under this AGREEMENT, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of Pierce Transit or its agents, employees, and/or officers.

D. The Port shall defend, indemnify, and hold Pierce Transit and its agents, employees, and/or officers harmless from and against all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, made by or on behalf of any third parties and/or their agents, employees, officers, contractors and/or subcontractors, arising out of or in any way related to the Port's performance of its obligations under this AGREEMENT, unless and except to the extent the same be caused in whole or in part by the negligence or willful conduct of Pierce Transit or its agents, employees, and/or officers.

E. Each Party specifically assumes liability for actions brought by its own employees against the other Party and for that purpose each Party specifically waives, as respects the other parties only, any immunity under the Worker's Compensation Act, RCW Title 51.

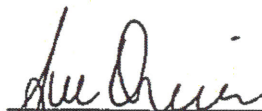
F. The Parties recognizes that this waiver was the subject of mutual negotiation. In the event any Party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this AGREEMENT against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.

G. No liability shall attach to any of the Parties by reason of entering into this AGREEMENT except as expressly provided herein.


H. The provisions of this Article shall survive any termination or expiration of this AGREEMENT.

PIERCE TRANSIT:

PORT OF TACOMA:


Sue Dreier, CEO

Date: 6/6/18


John Wolfe, CEO

Date: 6-11-18

Approved as to form:


Pierce Transit Attorney


Port Legal Counsel

PROFESSIONAL SERVICES CONTRACT
MASTER CONTRACT NO. PT-14-18
FAST FERRY FEASIBILITY STUDY

This CONTRACT is made this 11th day of July, 2018, between the Pierce County Public Transportation Benefit Area Corporation (hereinafter referred to as "Pierce Transit") and KPFF Consulting Engineers (hereinafter referred to as "Contractor").

WHEREAS, Pierce Transit desires to retain the services of Contractor to provide a Fast Ferry Feasibility Study; and

WHEREAS, Contractor is qualified, willing, and able to provide and perform said services; and

WHEREAS, said services are temporary in duration.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, to be kept, performed, and fulfilled by the respective parties hereto, and other good consideration, it is mutually agreed as follows:

1. DOCUMENTS INCORPORATED IN THIS CONTRACT:

Contractor shall comply with the terms and conditions of this Contract and with the terms and conditions of the documents listed below, and by reference made a part hereof. The Contract and the documents incorporated herein constitute the entire Contract between Pierce Transit and the Contractor, except for modifications as provided, and in case of dispute shall govern in the following order of precedence:

- a. Amendments to this Contract; and
- b. This Contract; and
- c. Request for Qualifications No. PT-14-18 by Addendum No. 1, dated March 21, 2018; and
- d. Requirements of the Federal Transit Administration; and
- e. Contractor's Proposal dated April 25, 2018.

2. SCOPE OF WORK:

Contractor shall provide Consultant Services for a Fast Ferry Feasibility Study. Services required will be assigned by written Task Orders as needed. A detailed scope of work including required performance period will be developed for each Task Order. Each Task order shall be subject to the conditions of this Master Contract and shall be executed by duly authorized representatives of Pierce Transit and the Contractor and upon such execution shall become part of this Master Contract.

3. TASK ORDER BUDGETS:

The authorized budget for each Task Order under this Master Contract shall be only for the total amount stipulated in the Task Order and may be altered only by written Amendment executed by the parties hereto. Each Task Order budget shall be attached to its related Task Order, and shall contain the amounts for allowable costs and fees, as defined herein Section 4, paragraph 'a'. The Contractor shall not exceed the Task Order budget without written approval by Pierce Transit.

The Contractor may be required to furnish detailed cost information to Pierce Transit prior to execution of each Task Order to allow Pierce Transit to perform cost/price analysis to determine fair and reasonable pricing.

4. OBLIGATIONS OF PIERCE TRANSIT:

The Contractor shall be paid for services rendered under this Master Contract as provided hereinafter. Such payment shall be full compensation for the services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the services as defined and authorized in each Task Order.

- a. Compensation: Payment for work accomplished under the terms of this Master Contract shall be on the basis of the Contractor's fee schedule (Attachment B) negotiated for each Task Order. An annual escalation of the fee schedule will be allowed on the Master Contract Anniversary date and shall be based on the June Seattle/Tacoma/Bremerton Consumer Price Index (CPI-U). Annual escalation shall not exceed three percent (3%) per year.
- b. Reimbursement for Expenses and Pier Diem: Pierce Transit will reimburse the Contractor for bona fide and reasonable expenses, as defined by the Federal Acquisition Circular (FAR), for expenses incurred in the course of the Contractor's provision of services hereunder; a determination of what constitutes such an expense will be made by Pierce Transit after a claim is presented to it, and Pierce Transit's good faith determination will be binding on both parties hereto.
- c. Maximum Compensation: The maximum total compensation which may be paid for all Task Orders for the work described in Section 2 of this Master Contract shall be \$103,548.95. This amount may not be exceeded without prior written approval by Pierce Transit.
- d. Payment shall be made by Pierce Transit within thirty (30) days of receipt of a correct invoice from the Contractor. Incorrect invoices are subject to rejection or correction by Pierce Transit.
- e. Subcontractor Billing: The Contractor shall audit and review all invoicing and billing of subcontractor and assure Pierce Transit that all proper personnel and rates are applied in strict conformance with the Contract.

5. PROPERTY RIGHTS:

All records or papers of any sort relating to Pierce Transit and to the project will at all times be the property of Pierce Transit and shall be surrendered to Pierce Transit upon demand. All information concerning Pierce Transit and said projects, which is not otherwise a matter of public record or required by law to be made public, is confidential, and the Contractor will not, in whole or in part, now or at any time disclose that information without the express written consent of Pierce Transit.

6. CONFIDENTIAL MATERIALS AND PUBLIC DISCLOSURE:

- a. This Contract and all records provided to Pierce Transit by Contractor hereunder may be public records subject to disclosure under the Washington State Public Records Act and/or other laws requiring disclosure or discovery of records. In the event Pierce Transit receives a request for such disclosure of materials reasonably marked as "Confidential", or "Proprietary", Pierce Transit will provide Contractor with fifteen (15) days' written notice prior to release of responsive records. The parties acknowledge that Pierce Transit is not liable for any release of records pursuant to public disclosure or discovery laws. The applicability or exercise of any exemption to redact or withhold a record is in Pierce Transit's sole and absolute discretion, and Pierce Transit is not liable for a good faith production of records under RCW 42.56.060.
- b. Contractor shall mark certain record(s) as "Confidential" or "Proprietary" as appropriate given the potential sensitive subject of Contractor's work under this Contract. If Contractor fails to so mark record(s), then Pierce Transit, upon receipt of a request for disclosure, may release said record(s) without the need to satisfy the requirements of subsection A above.

7. INDEPENDENT CONTRACTOR RELATIONSHIP:

- a. The Contractor is and shall be at all times during the term of this Contract an independent contractor and not an employee of Pierce Transit, and shall not be entitled to any of the usual benefits incident to employment with Pierce Transit.
- b. Any and all employees of the Contractor, while engaged in the performance of any work or service required by the Contractor under this Contract, shall be considered employees of the Contractor only and not of Pierce Transit and any and all claims that may or might arise under the Workers' Compensation Act on behalf of said employees, while so engaged and any and all claims made by a third party as a consequence of any negligent act or omission on the part of the Contractor's employees, while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.
- c. The Contractor shall not engage, on a full or part-time basis, or other basis, during the period of the Contract, any professional or technical personnel who are, or have been at any time during the period of this Contract, in the employ of Pierce Transit, except regularly retired employees, without written consent of Pierce Transit.

8. DESIGNATED EMPLOYEES:

The employees who will perform the services on behalf of the Contractor shall be designated by the Contractor and a list of such designated employees shall be provided to Pierce Transit at the commencement of Contractor's work. No other individuals may perform the services required by this Contract without express written notice to Pierce Transit.

9. SUBCONTRACTORS:

Subcontractors, if any, who will perform work under this Contract shall be the firms designated in this Contract, if any. No other subcontractors shall perform the services required under this Contract without the express written permission of Pierce Transit. The Contractor is expected to audit and review all invoicing and billing by subcontractors and will ensure that all personnel and billing rates are applied in strict conformance of the Contract.

10. ETHICS:

- a. The Contractor warrants that it has not employed nor retained any company, firm or person, other than a bona fide employee working solely for it, to solicit or secure this Contract, and that it has not paid or agreed to pay any company, firm or person, other than a bona fide employee working solely for it, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Pierce Transit shall have the right to annul this Contract without liability.
- b. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising there from.
- c. No member, officer, or employee of Pierce Transit or of a local public body during his tenure shall have any interest, direct or indirect, in this Contract or its proceeds.
- d. Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, disability, age, marital status, political affiliation, national origin, and/or any protected classifications under state or federal laws.

11. AUDIT:

For a period of thirty-six (36) months from completion of work under this Contract. Contractor shall permit the authorized representatives of Pierce Transit, the U.S. Department of Transportation, the Controller General of the United States, and/or the Washington State Auditor's Office to inspect and audit all data and records of Contractor relating to his performance under this Contract.

12. TERM OF CONTRACT:

This Contract shall be effective as of the date first written above and shall expire on November 30, 2018.

13. EXTENSIONS AND TERMINATION:

- a. This Contract may be extended for an additional period upon the written consent of both parties hereto.
- b. This Contract may be terminated by either party on ten (10) days' written notice to the other, except that if the Contractor fails to perform or observe any of the provisions, terms, or conditions herein, Pierce Transit may terminate this Contract immediately so long as written notice is thereafter communicated to the Contractor at his last known address. Pierce Transit will pay for all services rendered up to the time of notification of termination of this Contract, less prior interim payments, if any. Upon payment of such sums, Pierce Transit shall be discharged from all liability to the Contractor hereunder and this Contract shall be considered terminated unless extended in writing by mutual agreement between the parties hereto.
- c. Upon termination of Contract under Paragraph "a." above, all documents, records, and file materials shall be turned over to Pierce Transit by the Contractor.
- d. All services to be rendered under this Contract shall be subject to direction and approval of Pierce Transit.

14. ASSIGNMENT:

This Contract may not be assigned or otherwise transferred by either party hereto, nor will the Contractor delegate, nor hire additional persons to perform services and duties under this Contract, without the advance written consent of Pierce Transit.

15. WAGE AND HOURS LAW COMPLIANCE:

Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and all other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save Pierce Transit free, clear and harmless from all actions, claims and expenses arising out of said Act and rules and regulations that are or may be promulgated in connection herewith.

16. SOCIAL SECURITY AND OTHER TAXES:

Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of the Contract be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work on this project and under this Contract and shall assume exclusive liability thereof, and meet all requirements there under pursuant to any rules or regulations.

17. INSURANCE:

- A. The Contractor shall procure and maintain for the duration of this Contract Professional liability insurance with coverage limits of at least \$1,000,000 per occurrence against claims for errors and omissions causing injury to persons or damage to property or business losses that may arise from or be in connection with the Contractor's acts, errors or omissions including those of the Contractor's agents, representatives, employees, Subcontractors or Subcontractors' employees.
- B. Pierce Transit shall be named as an additional insured on the following Contractor's liability insurance policies, and before beginning work, Contractor shall provide Certificates of Insurance listing Pierce Transit as an additional insured on policies providing the types and minimum limits of coverage as follows:
 - 1. Business auto coverage for any auto no less than \$1,000,000 per accident limit.
 - 2. Commercial general liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employer's liability.

Pierce Transit reserves the right to receive a certified and complete copy of all of the Contractor's current insurance policies with all endorsements upon fifteen (15) days' notice.

- C. The Contractor is responsible for the payment of any deductible or self-insured retention that is required by any of the Contractor's insurance carriers. If Pierce Transit is required to contribute to the deductible under any of the Contractor's insurance policies, the Contractor shall reimburse Pierce Transit the full amount of the deductible.
- D. It is the intent of this Contract for the Contractor's insurance to be considered primary in the event of a loss, damage or suit. Pierce Transit's own insurance will be considered excess coverage in respect to Pierce Transit. Additionally, the Contractor's commercial general liability policy must provide cross-liability coverage as would be achieved under a standard Insurance Services Organization (ISO) separation of insureds clause.
- E. The Contractor shall request from his insurer a modification of the ACORD certificate to include language that notification will be given to Pierce Transit for any cancellation, suspension or material change in the Contractor's coverage.

18. DEFENSE AND INDEMNIFICATION AGREEMENT:

To the extent permitted by law, the Contractor shall specifically and expressly defend, indemnify, and hold harmless, Pierce Transit, its officers, agents and employees at its own expense from and against any and all suits, claims, actions, losses, costs, penalties, and damages of whatsoever kind in nature, including reasonable attorneys' fees and claims by the employees of the Contractor, arising out of and in connection with performance of this Contract as a result of Contractor's own acts or omissions. Contractor agrees that Pierce Transit is entitled to select and appoint its own counsel for defense of any suit, claim or action subject to the defense and indemnity provisions herein. If such suits, claims, actions, losses, costs, penalties, and damages are caused by or result from the concurrent negligence of the Contractor and Pierce Transit, then this defense and indemnity provision shall be valid and enforceable only to the extent of the Contractor's negligence. In instances of alleged concurrent negligence, Contractor shall provide a defense to Pierce Transit pending the final determination of Contractor and Pierce Transit's proportionate

share of negligence, if any. Further, Contractor shall not be required to hold Pierce Transit harmless or defend Pierce Transit, its officers, agents, and employees from any and all suits, claims, actions, losses, costs, penalties, and damages arising from the sole negligence of Pierce Transit, its officers, agents, and employees. This indemnification obligation shall include, but is not limited to, all claims brought against Pierce Transit by an employee or former employee of the Contractor.

The indemnification provided herein shall apply to and require each party to defend, indemnify and hold harmless the other party for claims brought by an employee of one party against the other party if said claims are alleged to have arisen from the alleged negligent actions or omissions of the employee's employer, and in such case, the Contractor and Pierce Transit, with respect to each other only, waive and will not assert against each other, any immunity under the Washington State Industrial Insurance Act (RCW Title 51). This waiver is limited to actions by and between the Contractor and Pierce Transit only and does not extend to the employees of either party. The Contractor and Pierce Transit expressly do not waive their immunity against claims brought by their own employees.

The parties' rights and obligations with regard to defense and indemnity provisions will survive the termination or expiration of this Agreement.

19. DISPUTE RESOLUTION:

Any controversy or Claim arising out of or related to the Contract, or the breach thereof, shall be subject to the dispute resolution procedures in this Subparagraph. Prior to the initiation of any action or proceeding to resolve disputes between Pierce Transit and Contractor, the parties shall make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power, who shall not have substantive involvement in the matters involved in the dispute, unless the parties otherwise agree. Failing resolution, the parties shall attempt to resolve the dispute through a mediation conducted by a person(s) or organization experienced in mediation initiated within thirty (30) days from the date of the request unless extended by agreement of both parties. The positions expressed and mediator's recommendations, if any, shall not be admissible as evidence in any subsequent proceeding. At all times during the course of any unresolved dispute between the parties, the Contractor shall supervise, direct and perform the Work in a diligent and professional manner and without delay as provided under the terms of the Contract. The good faith completion of negotiation efforts and mediation pursuant to this Article shall be a prerequisite to the filing of any litigation.

Venue for any such litigation between the parties arising out of this Contract or related to the Project shall be exclusively in Pierce County Superior Court in Tacoma, Washington.

20. CONTENT AND UNDERSTANDING:

This Contract contains the complete and integrated understanding and agreement between the parties and supersedes any previous understanding, agreement or negotiation whether oral or written.

21. NOTICES:

Any notice given by either party to the other hereunder shall be served, if delivery in person, to the office of the representative authorized and designated in writing to act for the respective party, or if deposited in the mail, properly stamped with the required postage and addressed to the office of such representative as indicated in this Contract. Either party hereto shall have the right to change any representative or address it may have given to the other party by giving such other party due notice in writing of such change.

To the Contractor: Mike Anderson, Director, Marine Transit
KPFF Consulting Engineers
1601 Fifth Avenue, Suite 1600
Seattle, WA 98101
Tel: 206.926.0588
E-mail: Mike.anderson@kpff.com

To Pierce Transit: Dana Henderson, General Counsel
Pierce Transit
3701 96th Street SW
PO Box 99070
Lakewood, WA 98496-0070
Tel: 253.777.4977
Fax: 253.581.8075
E-mail: dhenderson@piercetransit.org

22. CHANGES:

No change, alteration, modification, or addition to this Contract will be effective unless it is in writing and properly signed by both parties hereto.

23. GOVERNING LAW AND VENUE:

This Contract and the rights and obligations of the parties hereunder shall be governed by the laws of the State of Washington without regard to its conflict of laws principles. Pierce County Superior Court shall be the venue for any legal action.

24. SEVERABILITY:

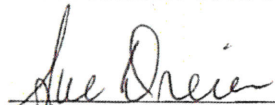
If one or more of the Contract clauses is found to be unenforceable, illegal or contrary to public policy, the Contract will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.

25. AUTHORIZED REPRESENTATIVE:

In performing the services defined herein, Contractor shall report to: Peter Stackpole, Service Planning Assistant Manager. Contractor's Representative is: Mike Anderson, Director, Marine Transit.

IN WITNESS WHEREOF, the parties hereto have signed this Contract on the day and year written below.

PIERCE COUNTY PUBLIC TRANSPORTATION
BENEFIT AREA CORPORATION



Sue Dreier
Chief Executive Officer

7/11/18

Date

KPFF CONSULTING ENGINEERS



Mike Anderson
Director, Marine Transit

7/11/2018

Date

Company: KPFF Consulting Engineers

Audited by: WSDOT

[B] Profit Rate (%): 12%

Prime may charge 5% on Sub-consultant's billable labor rate - does not apply to expenses.

Company: Progressions
 Prime or Sub for: KPFF
 [A] Overhead Rate (%): N/A Audited by: _____
 [B] Profit Rate (%): N/A

Prime may charge 5% on Sub-consultant's billable labor rate - does not apply to expenses.

Company: BERK Consulting
 Prime or Sub for: KPFF
 [A] Overhead Rate (%): 151.01% Audited by: WSDOT
 [B] Profit Rate (%): 12%

Prime may charge 5% on Sub-consultant's billable labor rate - does not apply to expenses.

Company: Elliott Bay Design Group
 Prime or Sub for: KPFF
 [A] Overhead Rate (%): 150.80% Audited by: TXDOT
 [B] Profit Rate (%): 12%

Prime may charge 5% on Sub-consultant's billable labor rate - does not apply to expenses.

Company: IBI Group
 Prime or Sub for: KPFF
 [A] Overhead Rate (%): 148.38% Audited by: KPMG
 [B] Profit Rate (%): 12.08%

Prime may charge 5% on Sub-consultant's billable labor rate - does not apply to expenses.

Company: Cocker Fennessy
 Prime or Sub for: KPFF
 [A] Overhead Rate (%): N/A Audited by: _____
 [B] Profit Rate (%): N/A

Prime may charge 5% on Sub-consultant's billable labor rate - does not apply to expenses.

**AGREEMENT BETWEEN PIERCE TRANSIT AND
THE CITY OF TACOMA FOR A FAST FERRY FEASIBILITY STUDY**

This Agreement, made and entered into by Pierce Transit hereinafter referred to as "PT", and the City of Tacoma, hereinafter referred to as "Tacoma" for the purposes described herein.

WHEREAS; PT and Tacoma wish to undertake a Fast Ferry Feasibility Study ("Study") for a route between Tacoma and Seattle, and

WHEREAS; this Study will review background studies that directly relate to fast ferry operation on Puget Sound, passenger-only vessel technology that could provide a "travel time competitive" option on a Tacoma to Seattle route, and potential funding sources, and

WHEREAS; this Study will prepare a route identification and market analysis and identify potential opportunities for passenger ferries to provide transportation in emergency situations, and

WHEREAS; through this Fast Ferry Feasibility Study Agreement, Tacoma and PT will each fund up to \$37,000 of the Study on a matching basis, with PT adding in a \$30,000 grant from the Port of Tacoma.

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

1. Incorporation of Recitals: Each of the recitals set forth above is incorporated into this Agreement as though fully set forth herein.

2. Purpose: The purpose of this Agreement is to produce a detailed Fast Ferry Feasibility Study for a route between Tacoma and Seattle.

3. Term and Termination: This Agreement shall be June 1, 2018 through December 31, 2018, but shall extend for such additional period as may be necessary to complete the Program. Either party may terminate this Agreement. Termination shall terminate by delivering to the other party, a written Notice of Termination specifying the effective date of termination. Upon receipt of the Notice, any consultants funded through this Agreement shall be directed to immediately discontinue all services. Upon any termination, consultants shall be paid for total services performed through the effective date of termination, and reasonable termination expenses. There shall be no payment for anticipated profit, unperformed services, or unabsorbed overhead.

4. Project Area: The project area is Tacoma to Seattle.

5. Scope of Work: The Parties agreed Scope of Work is set forth in Attachment A to this Agreement.

6. Project Management: Following joint selection and approval of professional consultants by the Parties, PT in close collaboration with Tacoma, will be the lead agency for project management, including contract administration and public communications.

7. Budget and Payment: PT will invoice the City no more than monthly for one-third (33.3%) of the actual cost of outside professional services for the Program until the Port of Tacoma's \$30,000 grant has been exhausted, thereafter, PT will invoice the City no more than monthly for one-half (50%) of the actual cost of outside professional services for the Program up to Tacoma's agreed maximum of \$37,000. The PT invoice shall include the consultant's actual invoice. Payment will be made through the City's regular payment process.

8. Notices, Tacoma and MPT Representatives: All notices which may be or are required to be given pursuant to this Agreement shall be in writing and delivered to the parties at the following addresses:

Tacoma Representative: Peter Huffman, Planning and Development Services Director
City of Tacoma 747 Market Street, Room 408 Tacoma, WA 98402

PT Representative: Peter Stackpole, Principal Planner, PO Box 99070
3701 96th St. SW, Lakewood, WA 98496-0070

9. Amendments: All provisions of this agreement, may be amended in writing at any time by the mutual consent of the parties hereto and such amendments shall take effect immediately. In the event of any conflict, inconsistency, or incongruity between the provision of this agreement and the provision of the amendment, the provisions of the amendment shall in all respects govern and control.

10. Dispute Resolution: Disputes regarding any matter contained herein shall be referred to the Tacoma Planning and Development Services Director and the PT Chief Executive Officer for mediation and/or settlement. Any controversy or claim arising out of, or relating to, this Agreement or the alleged breach thereof that cannot be resolved by the Planning and Development Services Director for Tacoma and the Chief Executive Officer for PT, shall be submitted to arbitration in accordance with the rules and procedures set forth in Chapter 7.04 RCW. Tacoma will appoint one arbitrator and PT will appoint one arbitrator. The decision rendered by the arbitrators may be entered in Pierce County Superior Court. The cost of arbitrating the dispute will be borne equally by both Parties. Nothing in this Agreement shall preclude the use of a mediator to resolve disputes should the Parties agree to utilize the services of a mediator.

11. Indemnification and Insurance:

11.1 Indemnification: Each party (the Indemnitor) agrees to defend, indemnify and save harmless each other (the Indemnitees), their board or council members, officers, agents and

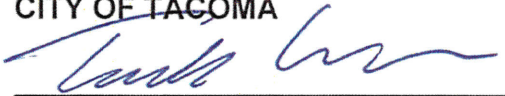
employees, from and against all loss or expense including, but not limited to, judgments, settlements, attorney's fees, and costs by reason of any and all claims for damages, penalties, or other relief based upon the Indemnitor's alleged negligence, or wrongful conduct, except for the injuries, penalties, and damages caused by the sole negligence or wrongful conduct of the Indemnitor. Such claims for damages or other relief include, but are not limited to, those for personal or bodily injury including death from such injury, property damage, torts, defamation, penalties imposed by any agency of the state or federal government for failure to comply with applicable law in the performance of this Agreement. If the claim, suit, or action involves concurrent negligence of the Parties, the indemnity provisions provided herein shall be applicable only to the extent of the percentage of each party's negligence. It is further and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

11.2 Insurance. Each party is a Washington State municipal corporation and maintains sufficient insurance or self-insurance for all operations.

12. Ownership of Program Materials. Each party to this Agreement shall have full non-exclusive rights to utilize, reproduce and disseminate all materials produced by consultants funded through this Agreement.

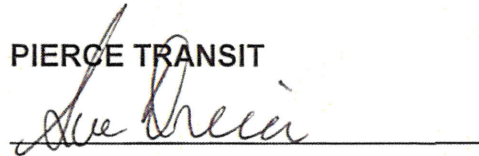
IN WITNESS WHEREOF, the Parties have executed this Agreement this 25th day of July, 2018.

CITY OF TACOMA



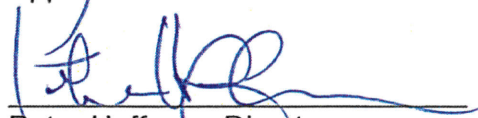
Tadd Wille, Assistant City Manager

PIERCE TRANSIT

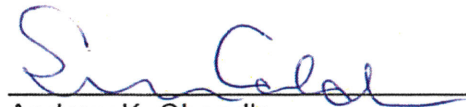


Sue Dreier, Chief Executive Officer

Approved:



Peter Huffman, Director
Planning and Development Services



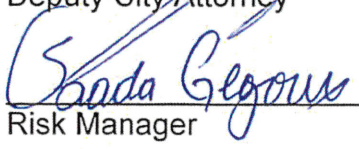
Andrew K. Cherullo,
Finance Director

RH

Approved as to form:



Deputy City Attorney



Risk Manager