

MEMORANDUM OF AGREEMENT

Executed By

The Department of Construction and Inspections; a department of the City of Seattle hereinafter referred to as "SDCI"; Department Authorized Representative: Nathan Torgelson, Key Tower, Suite 1900 Seattle, WA 98104-1703

and

The Port of Seattle, Hereinafter referred to as "the Port"; Authorized Representative: Paul Meyer, 2711 Alaskan Way, Seattle, WA 98121

In WITNESS THEREOF, the parties have executed this Memorandum of Agreement ("Agreement") by having their representatives affix their signatures below.

The City of Seattle, by the Seattle Department
of Construction and Inspections:



Date: 2/29/16

Nathan Torgelson
Director, Seattle DCI

The Port of Seattle

By: 

Date: 2/24/16

Ted Fick
Chief Executive Officer
The Port of Seattle

This Agreement contains six (6) Articles.

The City of Seattle, by and through the SDCI, and the Port are collectively referred to as the “parties.”

In consideration of the terms, conditions, covenants, and performance of the scope of work contained herein, the parties agree to the following:

ARTICLE I
DESCRIPTION OF SERVICES:

The Agreement between SDCI and the Port is intended to clearly identify services and funding for coordinated processing of the Port’s Projects (“Projects” Appendix A). This Agreement describes the “Project Facilitation” services to be provided by SDCI to the Port for Projects and the compensation to be paid to SDCI by the Port in exchange for receiving these services. For purposes of this Agreement, “Project Facilitation” services shall mean the scope of work provided by SDCI to the Port pursuant to the terms of this Agreement.

The parties agree that coordination and timely review of the Projects will create additional work for SDCI reviewers and could impact review timelines for non-Port projects. In order for SDCI to: 1) retain adequate capacity for coordination of the Projects, 2) achieve timely review of both the Projects and all applications under review at SDCI, and 3) dedicate a Project Facilitator as a single point of contact for the Port, the Port agrees to provide funding to SDCI to obtain additional staff capacity pursuant to the terms of this Agreement.

ARTICLE II
SCOPE OF WORK:

A. The Port’s Goals for this Agreement

Within the context of this Agreement, the Port's goals are to:

1. Obtain timely presubmittal conferences and permit intake appointments;
2. Obtain timely and accurate information on application submittal requirements;
3. Obtain early identification and resolution of discretionary and technical code issues;
4. Reduce review timelines through a coordinated process;
5. Minimize impacts on review timelines for non-Port projects;
6. Obtain coordinated interdepartmental review;
7. Achieve a consistent and predictable process through an agreed Project schedule;
and,
8. Obtain Project Facilitation for Port Projects.

B. SDCI's Goals for this Agreement

Within the context of this Agreement, SDCI's goals are to:

1. Facilitate scheduling timely presubmittal conferences and permit intake appointments;
2. Provide timely and accurate information on application submittal requirements;
3. Respond to questions and provide follow up in a timely manner;
4. Facilitate coordinated review of Projects with other departments;
5. Identify process and code issues early in the preapplication and review process;
6. Facilitate timely resolution of code and process issues within SDCI and across department lines;
7. Provide a timely and predictable process to raise and resolve code and permitting issues;
8. Review Projects within agreed upon timelines identified in the Project Schedule; and,
9. Provide Project Facilitation for Port Projects.

Nothing in this Agreement shall preclude the City from fully enforcing all regulations and permit conditions that apply to the Port's Projects.

C. Application of the Port Funding

To accomplish the goals for each party described in this Agreement, the Port agrees to provide funding support as set forth in this Agreement, over and above what the City requires for regular permit processing fees for individual projects under the City Code. The City shall apply the funding provided by the Port's under this Agreement in the following manner for Projects:

1. *Support of a Senior Land Use Planner:* Ben Perkowski shall serve as the primary Senior Land Use Planner for review of Shoreline Exemptions, review and preparation of Director's decisions on Master Use Permit applications, and review of subsequent building permit applications for Projects. The Senior Land Use Planner shall also attend relevant preapplication, coordination and issue resolution meetings.
2. *Support of a Senior Zoning Reviewer:* Megan Neuman shall serve as the primary Senior Land Use Planner for Master Use Permit applications and building permits, while also attending relevant preapplication, coordination and issue resolution meetings.
3. *Support from a Project Facilitator:* SDCI will assign Holly Godard, a Senior Land Use Planner to facilitate and be the single point of contact for the Projects:
 - a. Facilitate scheduling timely presubmittal conferences and permit intake appointments;
 - b. Facilitate the staffing and scheduling of regular coordination meetings;
 - c. Facilitate coordinated review of Projects with other departments;
 - d. Facilitate timely resolution of code and process issues within SDCI and other City departments;
 - e. Participate with the Port in reviewing, maintaining and updating the Project

Schedule;

- f. Facilitate timely reviews of Projects using the Project Schedule;
- g. Coordinate review timelines with Reviewers and Supervisors; and,
- h. Be a single point of contact for code, process and schedule questions;

Staff substitutions: Should it become necessary for SDCI to replace one or more of the assigned SDCI staff that are named above, SDCI will assign substitute staff having comparable experience and knowledge, to ensure minimal or no interruption to the permit review process.

D. Performance Expectations for the Port under this Agreement

To accomplish the terms of this Agreement, the Port agrees to the following performance expectations:

- 1. Provide funding support over and above what is customarily required for processing and review of permit applications pursuant to the terms of this Agreement;
- 2. Work with Project Facilitator to develop Project schedules prior to the preapplication process for each Project;
- 3. Maintain the Project Schedule and provide regular schedule updates at least once a month;
- 4. Meet with Project Facilitator at least once a month, or as often as needed, to review Project status and timelines, and identify priority reviews when more than one project is under review at SDCI;
- 5. Advise the Project Facilitator at least seven working days in advance of submittals or re-submittals of application documents and plans;
- 6. Respond to SDCI requests for corrections and information in a timely manner;
- 7. Provide a written response to each correction item, identify any new information provided, document where the information can be found in plans/documents, and identify on plans sets where changes have been made. This applies to correction items for each applicable review location of the Project.

E. Performance Expectations for SDCI under this Agreement

To accomplish the terms of this Agreement, SDCI agrees to the following performance expectations:

1. Project Facilitator shall coordinate with other SDCI staff to facilitate timely intake, processing, and issuance of the permits as necessary to meet Project Schedules;
2. Project Facilitator shall keep SDCI management/supervisors informed of Project Schedules;
3. Project Facilitator shall identify staff and schedule meetings to occur within five working days of a meeting request by the Port. If the City cannot meet this commitment, the Project Facilitator shall inform the Port and schedule the meeting as soon as possible;
4. Project Facilitator shall keep SDCI supervisors informed of key milestones and expected submittal dates;
5. Project Facilitator shall coordinate with intake staff and routing coordinators to ensure application materials are routed within one day of intake;
6. SDCI review staff shall initiate review of application materials within two business days of receipt and work expeditiously to complete the review. This applies both to the initial review and correction-round reviews.
7. SDCI staff shall return phone calls and emails from the Port within 24 hours, unless the particular staff members are sick or out of the office.
8. To aide SDCI staff in fulfilling the terms of this agreement, SDCI Supervisors shall:
 - a. Adjust workload to ensure assigned SDCI review staff meet Project Schedules and project facilitation expectations;
 - b. Reassign non-Port applications to ensure there is minimal impacts to non-Port applications as a result of this Agreement;
 - c. Assign Projects as "Priority 2" in SDCI's project tracking system; and,
 - d. Reduce SDCI standard review times in order to meet agreed upon Project Schedule.

ARTICLE III

TIME OF PERFORMANCE OF THIS AGREEMENT:

The initial term of this Agreement (the "Term") shall commence on March 1, 2016 and terminate two years later on February 28, 2018. The Effective Date of this Agreement shall be the date of execution on which the second party to sign has signed the Agreement. The Port may propose annual extensions up to a maximum of two additional years by providing written notice to SDCI at least 60 days prior to the termination date.

ARTICLE IV

PAYMENT:

The Port shall pay \$ 8,571.95 per month for the services described in this agreement that are performed by SDCI Land Use Planners. This monthly amount may be adjusted in the future, if and when SDCI labor rates change. The updated monthly cost shall go into effect when the new labor rate goes into effect, and SDCI shall provide the Port with a written

notice explaining the rate change at least 30 days prior to the effective date of the rate change. Such monthly fee shall be prorated for any partial month during the term. SDCI will send a monthly invoice to the Port for this amount.

Payments are due within 30 days of receiving a monthly invoice. If there is need to prorate a monthly payment, the proration rate shall be determined by dividing the number of "work days" included in the portion of the month to be invoiced by the total number of eligible "work days" in the subject month.

SDCI Invoices will be sent to the Port Accounting Contact. Port payments on invoices should be sent to the SDCI Accounting Contact. Contact names and mailing addresses are identified in the Table shown on page 1 of this Agreement.

**ARTICLE V
AUTHORITY:**

The City of Seattle and the Port recognize that the monthly fee paid by the Port pursuant to this Agreement is intended to provide funding so that SDCI can add staff capacity for Project and ensure that its compliance with this Agreement will not result in negative impacts upon other permit applications under review at SDCI. The hourly fees charged in this agreement are intended to recover the reasonable costs to the City for services described in the agreement for processing the Port permits, as allowed under RCW 82.02:020. These costs are authorized under SMC 22.900B.020.A, as a special fee for services that are not otherwise specified in the City's fee ordinance.

**ARTICLE VI
AMENDMENTS:**

No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties expressly reserve the right to modify the Agreement by mutual agreement. If either party desires a change or modification in duties, tasks or funding support specified in the Agreement, then the party requesting the change shall make such request in writing, and following delivery thereof, the parties shall negotiate in good faith the terms and conditions of the change which, if adopted, shall be the subject of a separate written agreement, identified as an amendment to this agreement.

If the Port is not satisfied that the City of Seattle is meeting its timely goals as outlined in this Agreement, it can give the City 30-day written notice of the Port's concerns, after which it can terminate this Agreement.

If the City is not satisfied the Port is meeting its expectations as outlined in this Agreement, it can give the Port 30-day written notice of the City's concerns, after which it can terminate this Agreement.

INDEMNIFICATION AND HOLD HARMLESS

The parties will protect, defend, indemnify, and hold harmless each other, their officers, employees and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the negligent or intentional acts or omissions of each other, their officers, employees, or agents. The parties agree that the obligation to indemnify, defend, and hold harmless each other and their agents and employees under this provision extends to any claim, demand or cause of action brought by or on behalf of any employee of a party against the other party, their officers, agents, or employees and includes any judgment, award and cost arising therefrom, including attorneys' fees that may arise under the execution of this agreement.

GOOD FAITH

The parties agree to exercise good faith in carrying out the terms of this Agreement.

RIGHTS AND REMEDIES

The rights and remedies of the parties to this Agreement are in addition to any other rights and remedies provided by law except as otherwise provided in this Agreement.

ASSIGNMENT

Neither party will assign, transfer, or otherwise substitute its obligations under the Agreement without the prior written consent of the other party. Any assignment made in violation of this provision will be null and void and confer no rights whatsoever on any person.

APPLICABLE LAWS AND VENUE

This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Washington. Any legal action brought resulting from this Agreement shall be brought in the Superior Court of King County, Washington.

APPENDIX A

List of "Projects".

City Project Permitting Status 02/05/2016

Project	City
SBM Fuel Dock Improvement Sloan	Seattle: 6484627 (bldg. permit and shor exemption) Sub: 7/15/15
SBM Restroom Replacement Sloan	TBD
P66 Anthonys Fall Protection Sloan	TBD
T-5 Berth Modernization Meyer	SSDP 3019071 Conditional Use Permit Sub: 4/13/2015 Est11/02/2016 Building: Sub: est 6/2016 Est.issue: 12/02/16
T91 Bldg W-50 Demo Mateo	MUP Sub: 7/14/2015 Received: 11/30/15 Building: Est. submittal February 17, 2016
Pier 66-AlasknWay Street Improvement Blomberg	Seattle Department of Transportation, Street Improvement Project (SIP 270898), public right-of-way
T46 Crane Rail Upgrade Blomberg	DPD Project Number: 3020397 (Land Use), 6493028 (Construction)
T105 public shoreline access pier, repair and maintenance Blomberg	Programmatic approval
P91 Float Replacement	DPD Exemption Sub: Est 3/1
P91 Cruise Terminal Zoning Change	TBD