



ANDERSON ISLAND CITIZEN'S ADVISORY BOARD

December 20, 2007

(Email: TRICKMA@co.pierce.wa.us)

Toby Rickman
Pierce County Public Works & Utilities
Transportation Services
2702 South 42nd Street
Suite 201
Tacoma, Washington 98409-7322

Re: State's Lease of Anderson Island Ferry

Dear Toby:

The Ferry Committee of the Anderson Island Citizens Advisory Board (AICAB) wishes to thank you for the opportunity to discuss some conditions which we feel should be included in any agreement the County may have with the State of Washington for the lease of the Christine Anderson or the Steilacoom II ferry boats.

We believe Islanders are agreeable to help their neighbors to the North who have lost their ferries. Nevertheless, we believe that the County should be made whole for the lease of the ferry and our concern that neither ferry is designed to operate on the Keystone to Port Townsend run, which is one of the most exposed waterways in all of Puget Sound.

We would suggest that the following items be included in any lease of the above mentioned ferries:

1. Any changes made to the ferry for the benefit of the State should be made at State's expense and only after County's approval, which approval will not be unreasonably withheld.

2. Any changes made to the leased ferry that are not to the advantage of the Anderson-Ketron Island service, as determined by the County, shall be restored at the end of the lease at the State's expense.

3. The leased ferry will be thoroughly surveyed prior to turnover to the State and immediately before its return to the County at the expiration of the lease, and the State will restore, at its expense, the ferry to its pre-leased condition.

4. Anytime that it is anticipated by the County that the ferry (which is retained by the County) will be out of service for more than two (2) days, the State's leased ferry will be returned to Anderson Island services for the duration of the outage. This includes the anticipated dry docking of the Christine Anderson now projected for April of 2008. The State's supplied backup ferry will only be used for emergencies and when neither the Christine Anderson nor the Steilacoom II is available. It shall not be used as a substitute backup ferry for more than two (2) days on the Anderson Island run.

5. The State will continue to pursue the completion of all warranty work on the Steilacoom II that is now known or which may arise during the lease and warranty period. The State, as a condition when contracting with the builder for the construction of its new ferries, shall require the immediate completion of all warranty work on the Steilacoom II prior to the commencement of the construction of the new State ferries.

6. The State will pay the full computed costs, including prorated depreciation and dry docking expenses which will occur at the end of the lease.

7. The State will pay for any expenses incurred by either one of the ferries that is not covered by the terms of the contract but is in any way a consequence of the lease, such as the costs of returning the leased ferry to Steilacoom in the event of an outage exceeding two (2) days. For instance, if the State leases the Steilacoom II for eighteen (18) months, at which point the Steilacoom II will get its regular two (2) year dry docking, the State will pay its percentage of dry docking expenses apportioned to number of months that it operated the ferry in relation to the number of months that the ferry was actually in operation by the County.

8. The leased period shall not exceed eighteen (18) months.

9. The State shall pay a flat fee of \$ _____ per hour of usage to cover the unmeasured wear and tear on both boats. This additional charge compensates the County for the following:

a. Both ferries will now be running simultaneously. Without this lease, each ferry would have operated only fifty percent (50%) of the time;

b. The landing facilities at keystone are more difficult than the excellent facilities at Steilacoom, Ketron and Anderson Island; and

c. Both Anderson Island ferries are smaller than the present ferry that has been serving the Keystone/Port Townsend run. Consequently, it is likely that the State will add extra runs and the ferry will be more heavily loaded on its runs, running at full capacity, whereas currently, neither boat is running at full capacity.

10. That the State and County will reach an agreement that the ferry will be docked when certain weather or tide restrictions are applicable. The County and State will need to reach an agreement regarding safe operating condition for these boats on this run prior to lease commencement.

11. The State does not take either ferry until the Christine Anderson successfully passes sea trials prior to the commencement of the lease.

12. If the Steilacoom II is taken, the State will pay fifty percent (50%) of the costs for installing additional seating on the Christine Anderson on the passenger deck and all associated costs relating to said increase for passenger capacity, such as lifejackets, etc.

13. Prior to returning the ferry to the Anderson Island service, the State would, at its own expense, restore the vessel like new condition, including:

- (a) Repainting as prior to the lease;
- (b) Cleaning and restocking expendables;
- (c) Mechanical servicing;
- (d) Dry docking; and
- (e) Coast Guard inspections and approval of its service.

14. That the State will agree to share the costs of a County's feasibility study for the construction of an off street parking area in Steilacoom for Anderson Islanders. Alternatively, the County Executive will initiate an effort with the Town of Steilacoom to provide parking and/or better coordinate Pierce Transit service with the ferry landing schedule in Steilacoom. AICAB has been meeting with Pierce Transit, but to date, Pierce Transit has made no changes. More often than not, the bus is leaving just as the ferry is landing.

15. The County does not warrant the condition of either ferry to the State. The State shall inspect the ferries and its maintenance records and accepts the ferry "as is" and is responsible for all repairs and replacements during its period of operation, whether or not the repair was caused by a pre-existing condition.

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Deputy Director
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16. That the State will pay all valid claims made against the County arising out of the State's lease and operation of the ferry and hold the County harmless and will waive any subrogation claims that it may have against Pierce County.

Your consideration for these suggestions and terms will be greatly appreciated. There is a strong desire that the lease be kept to the shortest period of time as possible so that the normal ferry service and backup to the Islands can be quickly restored. We strongly feel that setting forth a definite period of time (with no extensions) will act as an incentive for the State, the legislature, and its contractors and subcontractors, to complete the work within a definite period of time, which has not happened in the past.

Sincerely,

Anderson Island Ferry Committee of the
Anderson Island Citizens Advisory Board

cc: Dick Muri
Ed Stephenson