

CERTIFICATION OF ENROLLMENT

SENATE BILL 5361

Chapter 323, Laws of 1997

55th Legislature
1997 Regular Session

CHARTER USE OF STATE FERRIES FOR TRANSPORTING HAZARDOUS MATERIALS

EFFECTIVE DATE: 7/27/97

Passed by the Senate April 19, 1997
YEAS 48 NAYS 0

BRAD OWEN

President of the Senate

Passed by the House April 9, 1997
YEAS 96 NAYS 2

CLYDE BALLARD

**Speaker of the
House of Representatives**

Approved May 12, 1997

CERTIFICATE

I, Mike O Connell, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **SENATE BILL 5361** as passed by the Senate and the House of Representatives on the dates hereon set forth.

MIKE O'CONNELL

Secretary

FILED

May 12, 1997 - 3:33 p.m.

GARY LOCKE

Governor of the State of Washington

**Secretary of State
State of Washington**

SENATE BILL 5361

AS AMENDED BY THE HOUSE

Passed Legislature - 1997 Regular Session

State of Washington 55th Legislature 1997 Regular Session

By Senators Wood, Haugen, Prince, Goings, Horn, Patterson, Benton and Winsley

Read first time 01/24/97. Referred to Committee on Transportation.

1 AN ACT Relating to the charter use of Washington state ferries for
2 transporting hazardous materials; adding a new section to chapter 47.60
3 RCW; and creating a new section.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5 NEW SECTION. **Sec. 1.** The legislature finds that when established
6 route operations and normal user requirements are not disrupted
7 Washington state ferries may be used for the transportation of
8 hazardous materials under the chartering procedures and rates described
9 in section 2 of this act.

10 NEW SECTION. **Sec. 2.** A new section is added to chapter 47.60 RCW
11 to read as follows:

12 (1) The charter use of Washington State Ferry vessels when
13 established route operations and normal user requirements are not
14 disrupted is permissible.

15 (2) Consistent with the policy as established in subsection (1) of
16 this section, the general manager of the Washington State Ferries may
17 approve agreements for the chartering of Washington State Ferry vessels

1 to groups or individuals, including hazardous material transporters, in
2 accordance with the following:

3 (a) Vessels may be committed to charter only when established route
4 operation and normal user requirements are not disrupted or
5 inconvenienced. If a vessel is engaged in the transport of hazardous
6 materials, the transporter shall pay for all legs necessary to complete
7 the charter, even if the vessel is simultaneously engaged in an
8 operational voyage on behalf of Washington state ferries.

9 (b) Charter rates for vessels must be established at actual vessel
10 operating costs plus fifty percent of such actual costs rounded to the
11 nearest fifty dollars. Actual vessel operating costs include, but are
12 not limited to, all labor, fuel, and vessel maintenance costs incurred
13 due to the charter agreement, including deadheading and standby.

14 (c) Recognizing the need for stabilized charter rates in order to
15 encourage use of vessels, rates must be established and revised July
16 1st of each year and must remain fixed for a one-year period unless
17 actual vessel operating costs increase five percent or more within that
18 year, in which case the charter rates must be revised in accordance
19 with (b) of this subsection.

20 (d) All charter agreements must be in writing and substantially in
21 the form of (e) of this subsection and available, with calculations,
22 for inspection by the legislature and the public.

23 (e) Parties chartering Washington State Ferry vessels shall comply
24 with all applicable laws, rules, and regulations during the charter
25 voyage, and failure to so comply is cause for immediate termination of
26 the charter voyage.

27 "CHARTER CRUISE AGREEMENT

28 On this day of,, Washington State Ferries
29 (WSF) and, hereinafter called Lessee, enter into this
30 agreement for rental of a ferry vessel for the purpose of a charter
31 voyage to be held on, the parties agree as follows:

32 1. WSF agrees to supply the vessel (subject to change)
33 for the use of the Lessee from the period from to
34 on (date).

35 2. The maximum number of passengers; or in the case of hazardous
36 materials transports, trucks and trailers; that will be accommodated on
37 the assigned vessel is This number MAY NOT be exceeded.

1 3. The voyage will originate at , and the route of travel
2 during the voyage will be as follows:
3

4 4. The charge for the above voyage is dollars (\$. . .)
5 plus a property damage deposit of \$350 for a total price of \$,
6 to be paid by cashier's check three working days before the date of the
7 voyage at the offices of the WSF at Seattle Ferry Terminal, Pier 52,
8 Seattle, Washington, 98104. The Lessee remains responsible for
9 property damage in excess of \$350.

10 5. WSF is responsible only for the navigational operation of the
11 chartered ferry and in no way is responsible for directing voyage
12 activities, providing equipment, or any food service.

13 6. Other than for hazardous materials transport, the voyage
14 activities must be conducted exclusively on the passenger decks of the
15 assigned ferry. Voyage patrons will not be permitted to enter the
16 pilot house or the engine room, nor shall the vehicle decks be used for
17 any purpose other than loading or unloading of voyage patrons or
18 hazardous materials.

19 7. If the Lessee or any of the voyage patrons will possess or
20 consume alcoholic beverages aboard the vessel, the Lessee must obtain
21 the appropriate licenses or permits from the Washington State Liquor
22 Control Board. The Lessee must furnish copies of any necessary
23 licenses or permits to WSF at the same time payment for the voyage is
24 made. Failure to comply with applicable laws, rules, and regulations
25 of appropriate State and Federal agencies is cause for immediate
26 termination of the voyage, and WSF shall retain all payments made as
27 liquidated damages.

28 8. WSF is not obligated to provide shoreside parking for the
29 vehicles belonging to voyage patrons.

30 9. The Lessee recognizes that the primary function of the WSF is
31 for the cross-Sound transportation of the public and the maintaining of
32 the existing schedule. The Lessee recognizes therefore the right of
33 WSF to cancel a voyage commitment without liability to the Lessee due
34 to unforeseen circumstances or events that require the use of the
35 chartered vessel on its scheduled route operations. In the event of

1 such a cancellation, WSF agrees to refund the entire amount of the
2 charter fee to the Lessee.

3 10. The Lessee agrees to hold WSF harmless from, and shall process
4 and defend at its own expense, all claims, demands, or suits at law or
5 equity, of whatever nature brought against WSF arising in whole or in
6 part from the performance of provisions of this agreement. This
7 indemnity provision does not require the Lessee to defend or indemnify
8 WSF against any action based solely on the alleged negligence of WSF.

9 11. This writing is the full agreement between the parties.

10 WASHINGTON STATE FERRIES

11 Lessee

12 By: By:

13 General Manager"

Passed the Senate April 19, 1997.
Passed the House April 9, 1997.
Approved by the Governor May 12, 1997.
Filed in Office of Secretary of State May 12, 1997.