

2010 FESTIVAL FOOT FERRY FUNDING – AGREEMENT (MOA)
Contract No.C021-10

THIS AGREEMENT (hereafter “Agreement”) is made and entered into by and between the City of Port Orchard, The City of Bremerton, and the Port of Bremerton (collectively referred to as the “parties”) as follows:

RECITALS

WHEREAS, the undersigned parties recognize that civic festivals provide mutual benefit to each municipal entity by increasing tourism; and

WHEREAS, the provision of transportation services to and from civic festivals promotes the accessibility of the festivals to the public; and

WHEREAS, the undersigned parties recognize the need and desirability of providing extended hours for foot ferry service during civic festivals; and

WHEREAS, the undersigned parties wish to partner to share the costs of providing extended hours for foot ferry service between the City of Bremerton and the City of Port Orchard during the following Holiday Festivals as follows:

Kitsap Harbor Festival

Sunday, May 30th – 7:30 a.m. to 7:45 p.m.

Monday, May 31st – 10:00 a.m. to 4:45 p.m.

Fathom’s of Fun

Sunday, July 4th – Noon to 8:45 p.m. (Tentative)

The Cruz

Sunday, August 8th – 10:00 a.m. to 7:45 p.m.

Blackberry Festival

Sunday, Sept 5th – 10:00 a.m. to 6:45 p.m.

Monday, Sept 6th – 10:00 a.m. to 5:45 p.m.

Now, therefore, the parties hereto, hereby agree as follows:

AGREEMENT

1. The undersigned members shall each pay their equal share (one-third) of the total costs to operate the foot ferry on the festival event days identified above.
2. The City of Port Orchard shall be the contact with Kitsap Harbor Tours for purposes of administering this Agreement. The City of Port Orchard shall equally divide the invoice(s) received into one-third shares and submit invoices to the Port of Bremerton and the City of Bremerton for payment.

3. The City of Bremerton and Port of Bremerton agree to reimburse the City of Port Orchard for their proportionate share in a timely manner or within 30 days of receipt of the invoice.
4. This Agreement shall be effective from May 1, 2010 through September 30, 2010. The obligation to pay, as set forth in the preceding paragraphs, shall not terminate upon the expiration of this agreement.
5. The failure of any party to insist upon strict performance of any of the terms and conditions of this Agreement shall not be construed to be a waiver or relinquishment of same, but the same shall be and remain in full force and effect.
6. Nothing contained in this Agreement shall be construed to create a liability or a right of indemnification by any third party.
7. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.
8. Each individual executing this Agreement on behalf a party represents and warrants that such individual is duly authorized to execute and deliver the Agreement.
9. All notices and other communications to be given by either party may be given in writing to the appropriate party as follows:

Patty Lent, Mayor
City of Bremerton
345 Sixth St. Suite 600
Bremerton, WA 98337
(360) 473-5722

City Clerk
City of Port Orchard
216 Prospect St.
Port Orchard, WA 98366
(360)876-7024

Cary Bozeman, Executive Director
Port of Bremerton
8850 S.W. State Hwy.3
Port Orchard, WA 98367
(360) 674-2381

IN WITNESS WHEREOF, this Agreement has been executed by each party on the date set forth below:

Executed this 13th day of April 2010.

City of Port Orchard



Lary Coppola, Mayor

ATTEST:

Patricia J. Kirkpatrick
Patricia J. Kirkpatrick, CMC, City Clerk

Approved as to form:

[Signature]
Port Orchard City Attorney



Executed this 13 day of April 2010.

City of Bremerton

Patty Lent
Patty Lent, Mayor

Approved as to form:

[Signature]
Bremerton City Attorney

Executed this 27th day of April 2010.

Port of Bremerton

[Signature]
Cary Bozeman, Chief Executive Officer

Approved as to form:

[Signature]
Port of Bremerton Attorney