

JOINT FOOT FERRY SERVICE AND FUNDING AGREEMENT

This Agreement is dated for reference purposes April 27, 2016, and is entered into by and between the City of Port Orchard, a municipal corporation, (City), City of Bremerton, a municipal corporation, (City), Kitsap County (County), a political subdivision, and the Port of Bremerton, (Port District) a special purpose district, collectively referred to as "entities" and Kitsap Harbor Tours, LLC, a limited liability corporation organized under the laws of the State of Washington.

AGREEMENT

1. Foot Ferry Service Schedule. Kitsap Harbor Tours shall provide foot ferry service between City of Port Orchard and the City of Bremerton for the following dates:

Saturday Services between the hours of 8:00 p.m. and 9:00 p.m.:

- May 28, 2016
- July 2, 9, 16, 23, and 30, 2016
- August 6, 13, 20, and 27, 2016
- September 3, 2016

Sunday Services between the hours of 10:00 a.m. and 6:00 p.m.:

- June 26, 2016
- July 3, 10, 17, and 24, 2016
- August 7, 21, and 28, 2016

Special Event/Festival Services:

- Kitsap Harbor Festival; Sunday, May 29, 2016, for the hours of 9:00 a.m. to 8:00 p.m.
- Fathoms O'Fun Parade; Saturday, June 25, 2016, for the hours of 8:00 p.m. to 10:00 p.m.
- Fathoms O'Fun; Monday, July 4, 2016, for the hours of 10:00 a.m. to 12:00 a.m.
- Bremerton Beer Festival; Friday, July 15, 2016, for the hours of 9:00 p.m. to 11 p.m.
- Mustang on the Waterfront; Sunday, July 31, 2016, for the hours of 8:00 a.m. to 6:00 p.m.
- The Cruz; Sunday; August 14, 2016, for the hours of 8:00 a.m. to 6:00 p.m.
- Blackberry Festival; Sunday, September 4, 2016, for the hours of 9:00 a.m. to 8:00 p.m.
- Blackberry Festival; Monday, September 5, 2016, for the hours of 9:00 a.m. to 7:00 p.m.

2. Foot Ferry Costs and Charges.

a. The foot ferry service will be available to the general public on the hours and dates set forth above at a cost of \$2.00 per person each way for adults and children over the age of 5. Children under the age of 5 shall ride free.

b. The cost for Kitsap Harbor Tours to operate the foot ferry service is \$169.35 per hour.

3. Billing and Payment. Kitsap Harbor Tours shall generate a monthly invoice in accordance with the following terms:

a. The cost to operate the foot ferry on a monthly basis (\$169.35 x the number of hours of operation) shall be reduced by the amount of revenue collected from ferry passengers and the net amount shall be billed 3 ways until the Port has contributed a maximum of \$2,500; and then the bill shall be split 50/50 between Bremerton and Port Orchard until both entities has contributed a maximum of \$7,000. Should there be a shortfall; Kitsap County will contribute up to \$1,500, at the end of the contract.

b. All invoices payable shall be addressed to the following representatives:

- City of Port Orchard, Accounts Payable, 216 Prospect Street, Port Orchard, WA 98366
- City of Bremerton, City Clerk, 345 6th Street, Suite 600, Bremerton, WA 98337
- Port of Bremerton, Accounts Payable, 8850 SW State Hwy 3, Bremerton, WA 98312

All invoices shall be paid by the separate entities within sixty (60) days of receipt of a proper invoice.

4. Licenses and Training. Kitsap Harbor Tours represents and warrants that it has the requisite training, skill and experience necessary to provide the services under this Agreement and is appropriately accredited and licensed by all applicable agencies and governmental entities.

5. Notices. Any notices required to be given shall be in writing and delivered to the parties at the following addresses:

City of Port Orchard
City Clerk
216 Prospect Street
Port Orchard, WA 98366

Rick Leenstra, Jr.
Kitsap Harbor Tours
14555 Olympic View Loop Rd. NW
Silverdale, WA 98383

City of Bremerton
City Clerk
345 6th Street, Suite 600
Bremerton, WA 98337

Phone: (360) 204-0300
Fax: (360) 876-1233

Port of Bremerton
Jim Rothlin
8850 SW State Hwy 3
Bremerton, WA 98312

Kitsap County
Clerk of the Board
614 Division Street, MS-4
Port Orchard, WA 98366

6. Indemnification. Kitsap Harbor Tours shall defend, indemnify and hold the entities, their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Kitsap Harbor Tours, its agents, employees, or sub consultants in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Port Orchard, Kitsap County, City of Bremerton, and/or Port of Bremerton. This indemnification and hold harmless shall apply regardless of whether the claim is brought pursuant to the Worker's Compensation Act, RCW Title 51, or otherwise, and Kitsap Harbor Tours waives any immunity whatsoever with respect to such indemnification.

7. Insurance. Kitsap Harbor Tours shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services to be provided hereunder by Kitsap Harbor Tours, its agents, representatives, or employees. Kitsap Harbor Tours' insurance coverage shall be primary insurance as respect to the entities. The policy shall be for \$1,000,000 Liability for each occurrence. Any insurance, self-insurance, or insurance pool coverage maintained by the entities shall be excess of Kitsap Harbor Tours' insurance and shall not contribute with it. Kitsap Harbor Tours' maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Kitsap Harbor Tours to the coverage provided by such insurance, or otherwise limit the entities recourse to any remedy available at law or in equity. Bremerton, Kitsap County, Port Orchard, Kitsap County and the Port shall be named as

additional insured on Kitsap Harbor Tours insurance certificate with respect to operations under the agreement. The entities shall be provided with a certificate of insurance.

8. Termination. This Agreement shall terminate on September 6, 2016, with the exception of Section 6, Indemnification.

9. Extent of Agreement/Modification. This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified or added to only by written instrument properly signed by all parties.

CITY OF PORT ORCHARD

By: [Signature]
Robert Putaansuu, Mayor

Date: 4-26-16

Attest:

By: [Signature]
Brandy Rinearson, City Clerk



KITSAP HARBOR TOURS, LLC

By: [Signature]

Rick Leenstra Jr.

Title: G.M. KHT.

Date: 4-19-16

CITY OF BREMERTON

By: [Signature]
Patty Lent, Mayor

Date: 05/06/2016

Attest:

By: [Signature]
Shannon Corin, City Clerk

PORT OF BREMERTON

By: [Signature]
Jim Rothlin, CEO

Date: 05/16/16

Attest:

By: [Signature]
Ginger McKenzie Waye, Executive Assistant

KITSAP COUNTY

By: Charlotte Garrido
Charlotte Garrido, Commissioner

Date: 5-4-14

Attest:
By: Dana Daniels
Dana Daniels, Clerk of the Board





CITY OF PORT ORCHARD
City Clerk's Office

216 Prospect Street, Port Orchard, WA 98366
Voice: (360) 876-4407 • Fax: (360) 895-9029
cityclerk@cityofportorchard.us
www.cityofportorchard.us

April 29, 2016

Jim Rothlin
Port of Bremerton
8850 SW State Hwy 3
Bremerton, WA 98312

Re: Contract No. 036-16
Joint Service Foot and Funding Agreement

Jim Rothlin:

Please sign the enclosed contracts, keep one for your records, and mail the other three with the self addressed envelope. We will then send the City of Bremerton, Kitsap Harbor Tours and Kitsap County their fully executed contract.

Should you have any questions, please contact the City Clerk's office at the number above.

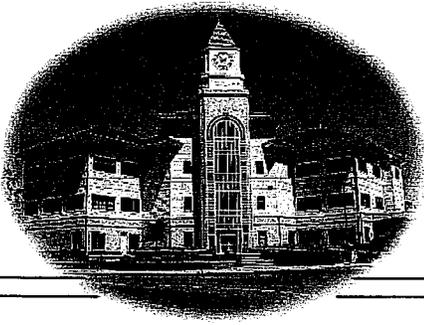
Sincerely,

CITY OF PORT ORCHARD

A handwritten signature in black ink, appearing to read 'Michelle Honeycutt'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Michelle Honeycutt
Office Assistant II

Encl: Contract No. C036-16 (5)



CITY OF PORT ORCHARD
City Clerk's Office

216 Prospect Street, Port Orchard, WA 98366
Voice: (360) 876-4407 • Fax: (360) 895-9029
cityclerk@cityofportorchard.us
www.cityofportorchard.us

April 29, 2016

Clerk of the Board
614 Division Street, MS-4
Port Orchard, WA 98366

Re: Contract No. 036-16
Joint Service Foot and Funding Agreement

Clerk of the Board:

Please sign the enclosed contracts and mail to the City of Bremerton. Once we have received the fully executed contracts, we will mail you a contract for your records.

Should you have any questions, please contact the City Clerk's office at the number above.

Sincerely,

CITY OF PORT ORCHARD

A handwritten signature in black ink, appearing to read "Michelle Honeycutt". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Michelle Honeycutt
Office Assistant II

Encl: Contract No. C036-16 (5)



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City Clerk's Office

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Voice: (360) 876-4407 • Fax: (360) 895-9029
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April 29, 2016

City Clerk
City of Bremerton
345 6th Street, Suite 600
Bremerton, WA 98337

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Joint Service Foot and Funding Agreement

City Clerk:

Please sign the enclosed contracts and mail to the Port of Bremerton. Once we have received the fully executed contracts, we will mail you a contract for your records.

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Sincerely,

CITY OF PORT ORCHARD

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Michelle Honeycutt
Office Assistant II

Encl: Contract No. C036-16 (5)