

POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: ILA - Port of Poulsbo - Parking Enforcement (Shoreline Conditional Use Permit - Expanding Live-Aboard Capacity)

CONFORM AS TO DATES & SIGNATURES

- Approved by the Mayor: 05/20/2015
- Approved by the City Council: 05/20/2015
- Completion: Length of SCUP
- Recorded:
- Certificate of Liability:

DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

- City Attorney
- Clerk's Department: Original
- Posted to Library Drive
- Posted to Web Site
- Department:
- Mayor

Nicole Stephens

City Clerk

06/17/2015

Date

PORT OF POULSBO

AN INTERAGENCY AGREEMENT BETWEEN CITY OF POULSBO AND THE PORT OF POULSBO FOR PARKING ENFORCEMENT

THIS Agreement (the "Agreement") is entered into by and between the Port of Poulsbo, a municipal corporation of the State of Washington, (the "Port") and the City of Poulsbo, a Washington city, (the "City")

WHEREAS, the Port wishes to expand the live-aboard capacity for the Poulsbo Marina to the maximum allowed by PMC 16.08.270(E)(5) and is required to obtain a Shoreline Conditional Use Permit (SCUP). As a condition of the SCUP, the Port is required to assist with enforcement of City parking regulations for all of its live-aboard tenants.

WHEREAS, the Port is not authorized to issue parking tickets on City property, and therefore, must work in concert with Poulsbo Police.

NOW THEREFORE, the Port and the City agree as follows:

1. Port Responsibilities. The Port shall provide the City with the vehicle information for each of its current live-aboard residents within thirty (30) days of the date of mutual execution. Vehicle information for new live-aboard residents will be submitted to the City within thirty (30) days of live-aboard authorization. Vehicle information will include, but not be limited to: the owner's name, the make and model, the color, and the license tag number.

To meet the parking requirements established in PMC 16.08.270(E)(4), the Port will provide one designated parking stall for every live-aboard resident in the marina. Three (3) stalls in the Port's waterfront parking lot will be designated for live-aboard residents only. The other twenty-two (22) stalls will be designated in the Port's Jensen Way parking lot. Live-aboard residents will be required to park in these designated stalls while at the marina. A short-term loading/unloading zone has been established at the Port's waterfront parking lot. Port staff monitors the space for violations throughout each business day.

To ensure compliance by the live-aboard residents, the following plan will be implemented. Each live-aboard resident will receive a special parking placard to be clearly displayed in their vehicle's windshield at all times. Port staff will monitor its own parking lots to ensure that the live-aboard residents are using the specially designated stalls, and only those stalls. Poulsbo Police will report to the Port Executive Director, all parking violations by live-aboard residents. If a live-aboard resident receives three (3) parking tickets within any three month period or five (5) within any 365 day period, as a result of exceeding the parking limit in City-owned parking, the Port will revoke their live-aboard status.

2. City Responsibilities. Poulsbo Police shall be responsible for issuing all parking tickets. Parking violations by Port live-aboard residents will be reported to the Port within thirty (30) days of issuance.

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3. Duration. This Agreement shall become effective upon, and shall continue in perpetuity from the date of mutual execution, or for as long as the Port maintains the Shoreline Conditional Use Permit.

4. Agreement Coordinators and Notices. The individuals named below are designated the Agreement Coordinators for this Agreement. They shall act as the contact for the respective parties. Either party may change the Agreement Coordinator by providing written notice to the other. All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing, addressed to the Agreement Coordinators and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

The Port: Executive Director
Port of Poulsbo
PO Box 732
Poulsbo, WA 98370
360-779-9905

The City: Planning Director
City of Poulsbo
200 NE Moe Street
Poulsbo, WA 98370
360-779-9898

or to such other address as the foregoing parties hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

5. Amendment. No modification, termination or amendment of this Agreement may be made except by written agreement signed by all parties, except as provided herein.

6. Waiver. No failure by any of the foregoing parties to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. Any party hereto, by notice, and only by notice as provided herein may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

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7. Captions. The captions of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement.

8. Neutral Authorship. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

9. Governing Law. This Agreement, and the right of the parties hereto, shall be governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action, venue shall lie exclusively in Kitsap County, Washington.

10. Entire Agreement. The entire agreement between the parties hereto is contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement this 21st day of May, 2015.

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PORT OF POULSBO

PORT OF POULSBO

By: B. Miller

Title: Executive Director

CITY OF POULSBO

By: Dyner

Title: Mayor

Attest:

Nicole Stephens
Nicole Stephens, City Clerk

Approved as to form:

By: James E. Hays
City Attorney