

**CITY OF BLAINE
REQUEST FOR COUNCIL ACTION
MEETING DATE: August 28, 2006**

SUBJECT: Interlocal Agreement Port of Bellingham-City of Blaine Use of Public Facilities

SUBMITTING DEPT: City Manager

PREPARED BY: Gary Tomsic

AGENDA LOCATION: Comments/Communications ~, Consent ~ Committee Reports ~, [REDACTED]
Unfinished Business ~, New Business _ Public Hearing ~, Standing Committees ~ [REDACTED]

ATTACHMENTS: Copy of Interlocal Agreement

SUMMARY/BACKGROUND: Periodically the City would like to use the Port's meeting room at Blaine Marina for meetings, retreats etc. In the past, unless the Port is involved, we are supposed to pay rent. However, if we enter into an agreement with the Port that provides for them to use our facilities, then we use theirs without cost. Our facilities would include City Council Chambers and the Community Center. This is a win-win.

RECOMMENDATION: Approve the interlocal agreement and authorize the CM to sign.

FISCAL ANALYSIS

No significant loss of revenue from rentals is forecasted.

REVIEWED BY: City Manager _____ Finance Dir. _____ City Clerk _____

COUNCIL ACTION:

~~AD~~

~ Tabled/Deferred

~ Assigned to:

~~AD~~

**INTERLOCAL AGREEMENT
FOR THE USE OF PUBLIC FACILITIES**

THIS INTERLOCAL AGREEMENT is made and entered into this 14th day of August, 2006, by and between the Port of Bellingham, a municipal corporation (hereinafter referred to as "Port") and City of Blaine, a municipal corporation (hereinafter referred to as "the City" for the mutual use of facilities and other spaces owned and operated by each respective agency.

WHEREAS, the Port has meeting space available for meetings and events as shown on Exhibit "A" attached hereto; and

WHEREAS, the City has facilities and other public spaces available for meetings and events as shown on Exhibit "B" attached hereto;

NOW, THEREFORE, in the interest of reducing expenses by the reciprocal use of facilities of like value, be it agreed that:

1. The Port will waive fees for the use of its facilities as shown on Exhibit "A" when used by the City.
2. The City will waive fees for the use of its facilities as shown on Exhibit "B" when used by the Port.
3. The Port's and the City's agreement to waive fees shall not be applicable to weekend use and shall be limited to a maximum of 6 (six) times per year through December of 2008.
4. The Port and the City may request a clean up and/or staffing fee for use of the other's facilities, depending upon the type of use, as well as a taxed fee for equipment rental. Payment for such services will be paid no later than the last business day of the month.
5. The use of the Port facilities will be scheduled by the City Manager through the Port's Meetings and Events on an "availability basis," and the use of the City facilities will be scheduled by the Port designee through the Blaine City Clerk's office on an "availability basis."
6. The City and the Port mutually agree to indemnify and hold harmless the other, its officers, Commissioners and employees from any and all claims, demands, judgments, or liability for loss or damage arising as a result of accidents, injuries, or other occurrences occasioned by the use of the other's facility or anyone using the other's facility under its authority. The City and the Port further agree to indemnify and hold the other harmless for any facility leasehold excise tax that may be found due and owing by the other as a result of this agreement.

7. Each request for use of any Port facility shown on Exhibit "A" must be made in writing from the City Manager with a Park and Facility Rental Form attached hereto.
8. Each request for use of any City facility shown on Exhibit "B" must be made in writing from a Port designee with a City of Blaine Application for city Facility Reservation form attached hereto.
9. This agreement shall remain in effect until 12/31/08 and shall be renewable upon the consent of both parties.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement on the date set forth above.

PORT OF BELLINGHAM

CITY OF BLAINE

James Darling, Executive Director

Gary Tomsic, City Manager

Port of Bellingham
Available Meeting Space
Exhibit "A"

Blaine **Boating Center**
235 Marine Drive
Blaine, WA 98230

Meeting facility located at the Blaine Harbor. Multi-purpose room accommodates 80 people theater style, 65 banquet. Full kitchen available.

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Park & Facility Rentals

Port of Bellingham
 P0 Box 1677
 Bellingham, WA 98227-1 677
 Phone: (360) 676-2500, Fax: (360) 594-4409
 Office Hours: 8:00 am -- 5:00 pm, Monday through Friday

DATE

DIVISION

STAFF INITIALS

For reservations and scheduling information, call the Port's event coordinator at 360-676-2500

E/AC TY

INFORMATION

~ PARK or OPEN SPACE AREA	~ CONFERENCE ROOM	~ SPECIAL EVENT, MEETING	GATHERING
Zuanich Point Park Fairhaven Marine Park Tom Glenn Common	General Aviation Building	Bellingham Cruise Terminal Blaine Boating Center Squalicum Boathouse	
NAME OF FACILITY:			
AREA/LOCATION/ROOM:			
DATE REQUESTED:			
TIME REQUESTED (Include setup, breakdown): FROM: TO: TOTAL HOURS REQUESTED:			
USE OPEN TO THE PUBLIC:		~ NO ~ YES	NUMBER OF PEOPLE EXPECTED:
DESCRIBE ACTIVITY:			
ADMISSION COLLECTED/SOLICITED? ~ NO ~ YES			
CONCESSIONS SOLD?		~ NO ~ YES	NAME OF VENDOR:
DO YOU PLAN TO SERVE FOOD?		~ NO ~ YES	NAME OF CATERER:
NOTE: User's caterer must complete and sign the Port's catering & Food Service form prior to providing catering services on Port Property, within 10 business days of User's event.			
WILL ALCOHOL BE SERVED? ~ NO ~ YES			
WILL YOU BE USING THE FACILITY KITCHEN?		~ NO	0 YES
APPLICANT/ORGANIZATION:			
CONTACT PERSON/PERSON IN CHARGE:			
PHONE (W):		PHONE (H):	FAX:
ADDRESS:		CITY:	ZIP:
<p>USER SIGNATURE</p> <p>I am a duly authorized agent of the applicant. I understand that it is my responsibility to read the Public Space Use Policies and Procedures. As part consideration for the permission to use the above described Port of Bellingham facility: the applicant and I agree to comply with all Public Space Policies and Procedures as set by the Port of Bellingham. Further the applicant and I do hereby agree to release, indemnify and forever hold harmless the PORT OF BELLINGHAM, its commissioners, directors, officers, employees, and representatives from all liability, claims, losses, damages, or expenses (including expense of litigation) resulting from any actual or alleged injury to or death of any person or from any actual or alleged loss or damage to any property caused by or in any respect resulting from the applicants admittance or activities at the facilities described above. The applicant and I do hereby agree to limit said activities to the specified and applicable Pod of Bellingham facilities and will return the premises in a neat, clean and undamaged condition and further agree to reimburse the Port of Bellingham for any damage arising from the applicants use of said facilities. The applicant and I agree to abide by all lawful rules, codes, laws and regulations in connection with its use of the said premises. The applicant and I agree that during the use of the Ports facilities described USER'S SIGNATURE: above, we will not exclude anyone in the participation in, deny anyone the benefit of or otherwise subject anyone to discrimination DATE: because of the person's race, color,</p>			
PORT OFFICE USE ONLY			
~ PRIVATE USE	~ COMMUNITY USE	~ GOVERNMENT USE	~ HIGH IMPACT USE
USER FEES:	\$	Notes:	
DAMAGE DEPOSIT	\$		
PAID SET UP/TEAR DOWN	\$	Payments:	
ADDITIONAL EQUIPMENT	\$	RECEIVED:	RECEIPT#
PAID PARKING	\$	RECEIVED:	RECEIPT#
PARK USE	\$	RECEIVED:	RECEIPT#
ADDITIONAL HOURS	\$	RECEIVED:	RECEIPT#
	\$		
	\$		
INSURANCE: ~ NO ~ YES	BANQUET PERMIT: ~ NO ~ YES	COMMUNITY ANNOUNCEMENT: ~ NO ~ YES	

REV-11104

White - Accounting Copy

Yellow - Port Office Copy

Pink - Customer Copy

Park and Facility Rules

1. Port parks and facilities are available for interim use when ever possible and with out conflict with general public access and or Port operations. The Port retains the right to cancel any scheduled use in the event of an emergency or other Port requirement.
2. The person applying must be of legal age to be responsible for payment of fees, deposits, losses caused by damage, theft and for obtaining any additional required local, state or federal permits.
3. Parks and facilities can be reserved up to 12 months in advance of the date of the intended use. Applications must be made a minimum of least 3 days in advance. Applications made within 3 days of use will be considered on a case-by-case basis. During a twelve-month period, a maximum of 3 applications are allowed by the same individual and/or entity for separate uses of public spaces for events or meetings scheduled to be held on Fridays, Saturdays and Sundays. Submittal of an application *is not* a confirmation of use. Applications shall be reviewed and *can* either *be* accepted, limited or *denied*.
4. All scheduling must be confirmed by port staff. Payment of the required security deposit must be made at the time of application. The remainder of the use fees and minimum refundable damage deposit are due at least 10 business days - prior to use. Payments may be made in either cash, check or money order. Acceptance of credit cards is not available in all locations. **MAKE CHECKS PAYABLE TO: PORT OF BELLINGHAM. No reservations are confirmed until after the application is signed, payment of security deposit made and review of a application and scheduling completed by port staff.**
5. **TO RECEIVE A FULL REFUND** applicants shall notify the Port of any cancellation not less than 20 business days in advance of the reserved date. Fifty percent of the security deposit will be refunded if cancellation is not less than 10 business days in advance of the reserved date. Applicants shall not be charged for the first request to reschedule. However, multiple schedule changes will be charged a rescheduling fee of \$25.00 per time or date change.
6. Parks and open spaces are not intended for private uses. Parks and open spaces may not be closed to general public access without the express written permission of the Port.
7. All activities shall be conducted in a civil manner consistent with community standards and Port policies. Individuals or groups being disruptive or causing damage may be asked to leave and or denied subsequent use of facilities. Applicants providing false or misleading information as to the type of use/activity may also be denied subsequent use of facilities.
8. Applicants who plan to serve alcohol must obtain permission from the Port prior to use. In addition, applicants are required to obtain a banquet permit and insurance naming the Port as an additional insured in amount and with an insurer satisfactory to the Port. Copies of the insurance certificate and banquet permit must be provided to the Port not less than 10 business days prior to use. Applicants who plan on using a caterer for their event must have their caterer complete and sign a Catering and Food Service Form, available at the office of the Port's events coordinator. Documentation verifying the caterer's banquet permit, license and insurance must be included with the Catering and Food Service Form.
9. Applicants who plan to have music must obtain permission from the Port prior to use. Applicants desiring to have music in outdoor areas may be asked to obtain sound or noise permit from appropriate local authorities.
10. Applicants are responsible for providing or making arrangements for any special needs or equipment for their activity. Any activity requiring site preparation or setup of equipment or furniture requires prior permission from the Port. Signs advertising or promoting the event are not permitted without prior permission from the Port.
- 11 Applicants shall be responsible for the security of all personal items of persons affiliated with renting any park or facility. The Port of Bellingham is also not responsible for the security of applicant's attendees. The Port may, however, require applicants to obtain security acceptable to the Port depending on the type of activity or use. Costs incurred to acquire security shall be the responsibility of the applicant. An extra fee for security shall be charged should the Port arrange this service.
12. Use of parks and facilities is conditioned upon the return of the premises to a neat, clean and undamaged condition. To avoid addition cleanup charges, which may be deducted from the minimum refundable damage deposit, **CLEANUP MUST BE COMPLETED WITHIN THE USE PERIOD. CLEANUP MAY NOT EXCEED THE MIDNIGHT CLOSE TIME.** If the damage or cleanup exceeds the amount of the minimum refundable damage deposit, the user will be required to pay the excess within 15 days of receiving an invoice.

Properly dispose of all trash, debris and or litter.

Be sure to remove all decorations. (No tacks, nails, staples or tape is to be used on walls.)

Check: Floors, walls, stairwells, handrails.

Clean up any spills.

Return furnishings to pre-activity placement.

The above rules are explained in detail in the "Public Space Use Policies and Procedures". Additional public space use standards and policies are also contained in the Public Space Use Policies and Procedures. It is the responsibility of applicants to read the Public Space Use Policies and Procedures. In addition, it is the applicants' responsibility to ensure that their guests and caterer adhere to all of the policies and procedures.

City of Blaine
Available Meeting Space
Exhibit "B"

Blaine City Hall Council Chambers

City Hall – 344 H Street
Blaine Washington
(360) 332-8311, Fax (360-332-8330)

Blaine City Hall can accommodate 50 people. There is a sound system both for projection and to record proceedings. There is also a projection screen. The City of Blaine could also make available one of our two LCD projectors for power point presentations. The City Hall also has a television set with VHF/DVD capabilities and an over head projector.

Blaine Community Center Blaine

Community / Senior Center
763 G Street
Blaine, WA 98230

The Community Center can hold up to 100 people. There is a sound system and a portable screen as well as a small stage. The community center is frequently used for larger public meetings and open houses



CITY OF BLAINE
"THE PEACE ARCH CITY"
344 "H" STREET BLAINE, WA 98230
PH (360) 332-8311 FAX (360) 332-8330

APPLICATION FOR CITY FACILITY RESERVATION

NAME OF APPLICANT / ORGANIZATION _____ MAILING ADDRESS _____ PHONE NUMBER _____

CITY _____ STATE ZIP CODE _____ EVENT DATE _____ TIME IN _____ TIME OUT _____

(PLEASE INDICATE TIME YOU WISH TO BE IN AND TIME YOU WILL BE THROUGH CLEANING UP. ONCE THE FACILITY IS OPEN, A RESPONSIBLE PERSON IN YOUR PARTY MUST BE PRESENT AT ALL TIMES.)

NUMBER OF ATTENDANTS AT FUNCTION: _____ PURPOSE OF RENTAL: _____

WILL ALCOHOL BE SERVED? YES NO **IF YES, SEE EXHIBIT "A"**

BLAINE COMMUNITY / SENIOR CENTER - ALL PURPOSE ROOM \$ 001.000.001.362.40.00.00

BLAINE COMMUNITY / SENIOR CENTER - KITCHEN \$ 001.000.001.362.40.00.00

CHARGE FOR ATTENDANT - \$8.00 PER/HR. - **PAY DIRECTLY TO ATTENDANT ON DUTY**

BLAINE COMMUNITY / SENIOR CENTER - CONFERENCE ROOM \$ 001.000.001.362.40.00.00

BLAINE COMMUNITY / SENIOR CENTER - CARD ROOM \$ 001.000.001.362.40.00.00

POOL ROOM, OFFICES AND STORAGE ROOMS ARE NOT AVAILABLE FOR RENT. PLEASE CONTACT THE BLAINE SENIOR CENTER DIRECTLY AT (360) 332-8040 TO MAKE SURE OF AVAILABILITY.

BLAINE CITY PARK \$ 104.000.070.362.40.00.00

NAME OF PARK _____

MARINE PARK ONLY APMPHITHEATER DECK \$ 104.000.070.362.40.00.00

PICNIC SHELTER (1, 2, 3 OR 4 - IF RESERVATION IS DESIRED) SHELTER # \$ 104.000.070.362.40.00.00

OTHER \$ _____
 NAME OF FACILITY _____

DAMAGE DEPOSIT ** \$150.00 PICNIC SHELTERS \$50.00 \$ 653.000.000.386.73.00.00

*DAMAGE DEPOSIT IF ALCOHOL IS SERVED \$300.00 \$ 653.000.000.386.73.00.00

**** PLEASE ALLOW SEVEN (7) DAYS FOR RETURN OF DAMAGE DEPOSIT**

TOTAL AMOUNT DUE \$

--PLEASE READ ATTACHED FACILITIES RENTAL POLICY--

I have read the attached Facility Rental Policy and agree to be responsible for the use of the designated facility under those conditions. I understand that if any of the rules are not observed, the facility/park can be closed and all guests asked to leave. I understand that I will be responsible for any damages. ****Furthermore, I understand that if any outside door is left unlocked or ajar, a \$50 fee will be deducted from my refund.**

SIGNATURE _____ DATE _____

FOR OFFICE USE ONLY

DATE SCHEDULED AND DEPOSIT RECIEVED: ____ / ____ / ____ DIRECTOR/DESIGNEE: _____

DATE

DEPOSIT REFUND APPORVED: _____ AMOUNT: ____ / ____ / ____

DATE

RECIPT NUMBER _____ DEPOSIT REFUND CHECK NUMBER _____

DATE

