

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;

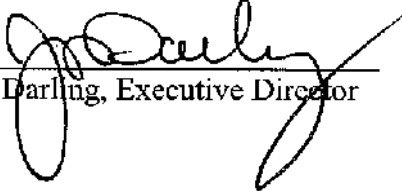
NOW, THEREFORE, in the interest of reducing expenses by the reciprocal use of facilities of like value, be it agreed that:

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



James Darling, Executive Director

CITY OF BLAINE

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.

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

A		Park & Facility Rentals			
m... 1 1		Port of Bellingham P0 Box 1677 Bellingham, WA 98227-1677 Phone: (360) 676-2500, Fax: (360) 594-4409 Office Hours: 8:00 am -- 5:00 pm, Monday through Friday		DATE	
■:1,•				DIVISION	
				STAFF INITIALS	
For reservations and scheduling information, call the Port's event coordinator at 360-676-2500					
USE/ACTIVITY 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: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES NUMBER OF PEOPLE EXPECTED:					
DESCRIBE ACTIVITY:					
ADMISSION COLLECTED ISOLICITED? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES					
CONCESSIONS SOLD? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES NAME OF VENDOR:					
DO YOU PLAN TO SERVE FOOD? <input type="checkbox"/> NO <input checked="" type="checkbox"/> 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? <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> YES					
WILL YOU BE USING THE FACILITY KITCHEN? <input checked="" type="checkbox"/> NO 0 YES					
APPLICANT/ORGANIZATION:					
CONTACT PERSON/PERSON IN CHARGE:					
PHONE (W):		PHONE (H):		FAX:	
ADDRESS:		CITY;		ZIP:	
<p align="center">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 Port 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</p>					
USER'S SIGNATURE:				DATE:	
PORT OFFICE USE ONLY					
■ PRIVATE USE		<input type="checkbox"/> COMMUNITY USE		<input type="checkbox"/> GOVERNMENT USE ■ HIGH IMPACT USE	
USER FEES:		\$		Notes:	
DAMAGE DEPOSIT		\$			
PAID SETUP/TEAR DOWN		\$		Payments:	
ADDITIONAL EQUIPMENT		\$		RECEIVED:	RECEIPT#
PAID PARKING		\$		RECEIVED:	RECEIPT#
PARK USE		\$		RECEIVED:	RECEIPT#
ADDITIONAL HOURS		\$		RECEIVED:	RECEIPT#
		\$			
		\$			
INSURANCE: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES		BANQUET PERMIT: <input checked="" type="checkbox"/> NO <input checked="" type="checkbox"/> YES		COMMUNITY ANNOUNCEMENT: <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES	

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* atleast 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^{pp}lication 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.