



PORT OF BELLINGHAM
1801 Roeder Avenue
Bellingham, WA 98225
(360) 676-2500

DOCUMENT TITLE:

INTERLOCAL AGREEMENT FOR CITY INSTALLATION, MAINTAINANCE AND
REPAIR OF COMMUNICATIONS EQUIPMENT FOR PORT UPON REQUEST

REFERENCE NUMBER OF DOCUMENTS ASSIGNED OR RELEASED:

N/A

GRANTORS:

Port of Bellingham
City of Bellingham

GRANTEES:

City of Bellingham
Port of Bellingham

ABBREVIATED LEGAL DESCRIPTION:

N/A

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER:

N/A

INTERLOCAL AGREEMENT
between
CITY OF BELLINGHAM
and
PORT OF BELLINGHAM

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between the **CITY OF BELLINGHAM** (the "City"), a municipal corporation of the State of Washington, and the **PORT OF BELLINGHAM** (the "Port"), a municipal corporation of the State of Washington. The City and the Port may be referred to collectively herein as the "Parties".

1. **PURPOSE:** The purpose of this Agreement is to set forth the terms and conditions upon which the City may install, maintain and repair communications equipment for the Port upon request.
2. **SCOPE OF SERVICES:**
 - 2.1 The City may provide maintenance and repair services for two-way communications equipment to the Port both at the City's Pacific Street Communications Shop and as requested at various Port locations utilizing two-way radio equipment. Equipment includes mobile, portable, and fixed base radio equipment in use by the Port, as well as accessories for that equipment including headsets, chargers, intercom systems, etc. Port equipment will be placed on the same scheduling priority as similar City equipment, with city equipment of the same priority given preference, except as the City may otherwise determine is in the best interest of the City.
 - 2.2 The City will provide installation services of mobile and fixed base radio equipment and other emergency services related equipment such as emergency lights and sirens, which is purchased by the Port and provided to the City for installation. Any equipment purchased by the City at the Port's request shall be reimbursed at cost. Installation of equipment will be performed either at the Pacific Street communications Shop or at the Port Facilities, at the City's option. Port will be placed on the same scheduling priority as similar City equipment, with City equipment of the same priority given preference, except as the City may otherwise determine is in the best interest of the City.
 - 2.3 The City may work with the Port to establish a preventative maintenance plan for all the Port's communications equipment. The City may establish a schedule by which it will test Port radio equipment to ensure that equipment is operating within FCC specifications.

2.4 The City has a communications shop with staff on call 24/7/365 days a year. The City will provide the same availability to the Port for use in the event of an emergency.

3. PAYMENT:

3.1 Payment for communications repair and installation services will be on a time and materials basis. The labor rate shall be \$90.00 per hour through 2019. After that, the City will evaluate the shop rate and make any necessary adjustments on an annual basis. Any change to the shop rate will be effective January 1 of each year.

3.2 Payment for service provided outside the normal business hours of 0630 to 1700, Monday-Friday, and on designated holidays as outlined in the current labor settlement for AFSCME #114 shall be billed at the rate of 1.5 times the current standard shop rate.

3.3 The City shall invoice the Port for work performed under this Agreement. Payment shall be made within thirty (30) days. Delinquent amounts shall accrue interest at the rate of 12% per annum.

4. RELATIONSHIP TO THE PARTIES: The parties agree that they are each independent entities operating pursuant to the terms and conditions of this Agreement. No agent, employee, servant or representative of any party shall be deemed to be an employee, agent, servant or representative of any other party for any purpose. Each party will be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the term of this agreement.

5. INDEMNIFICATION: Each party agrees to protect, defend, appear, save harmless and indemnify each other party from and against all claims, suits and actions arising from the intentional or negligent acts or omissions of such party, its agents or employees in the performance of this Agreement. Notwithstanding the foregoing, the City shall not be responsible to the Port for any liabilities or losses incurred as a result of equipment malfunction allegedly caused in whole or in part by the City's work (or lack thereof) on such equipment. The City's obligations under this paragraph are further limited by Paragraphs 11 and 12 of this Agreement.

6. EXTENT OF AGREEMENT: This Agreement contains all of the terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement.

7. MODIFICATION: No changes or modifications of this Agreement shall be valid or binding upon either party to this Agreement unless such changes or modifications be in writing and executed by authorized representatives of both parties.

8. **RECORDING:** The City shall record this Agreement with the Whatcom County Auditor or post it on the City's website in accordance with the Interlocal Cooperation Act, Chapter 39.34 RCW.

9. **RESPONSIBLE PERSONS:** The person responsible for administration of this Agreement on behalf of each party shall be the Director of Public Works and the Port Director. All correspondence, letters or other notices shall be directed to the foregoing parties at the following addresses/phone numbers:

Director of Public Works
City of Bellingham
210 Lottie Street
Bellingham, WA 98226
(360) 778-7900

Executive Director
Port of Bellingham
1801 Roeder Ave.
Bellingham, W A 98227
(360) 676-2500

10. **TERM; TERMINATION:** This Agreement shall continue in full force and effect unless and until terminated by either party upon the giving of ninety (90) days written notice to the other, at which time any remaining financial obligations for services rendered prior to termination shall be paid in full.

11. **WARRANTIES: THE CITY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PARTS AND MATERIALS USED IN THE INSTALLATION, MAINTENANCE OR REPAIR OF THE PORT'S EQUIPMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE PARTS AND MATERIALS ARE PURCHASED ON THE OPEN MARKET AND IN NO EVENT SHALL THE CITY BE LIABLE TO THE PORT OR ANY OTHER PERSON, REGARDLESS OF CAUSE, FOR THE EFFECTIVENESS OF THE PARTS OR MATERIALS OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR OCCASIONED BY THE PARTS OR MATERIALS.**

12. **CONSEQUENTIAL DAMAGES:** In no event and under no circumstances shall the City be liable to the Port for any interest loss of anticipated revenue, increased expense of operations, loss by reason of shutdown or non-operation, or for any consequential, indirect or special damages.

13. **DIRECTION AND CONTROL:** The parties hereto do not intend to create any separate or legal administrative entity by this Agreement but, rather, intend for this mutual Agreement to govern for the purposes contained herein.

14. **STATUS OF AGREEMENT:** This Agreement is in addition to, and is not intended to replace, substitute, modify or otherwise amend any other agreement between the City and the Port. This Agreement is only limited to the purposes stated herein. The other agreements continue in effect according to the terms of those agreements.

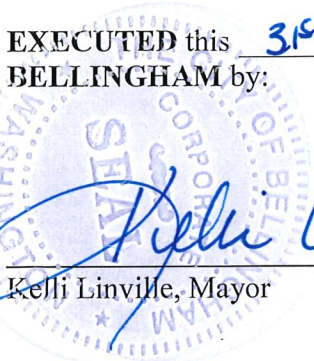
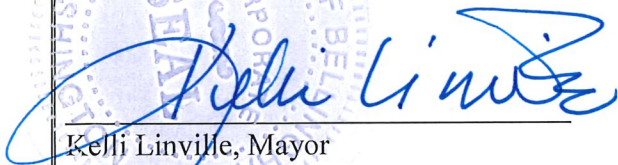
15. **SEVERABILITY:** If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, that holding shall not affect or impair, in any manner, the validity, legality or enforceability of the remainder of this Agreement.

EXECUTED this 10 day of January, 2019 for the **PORT OF BELLINGHAM** by:

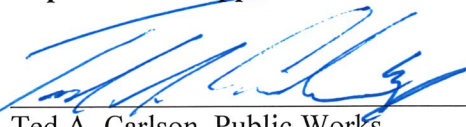


Rob Fix, Executive Director


EXECUTED this 31st day of January, 2019 for **CITY OF BELLINGHAM** by:

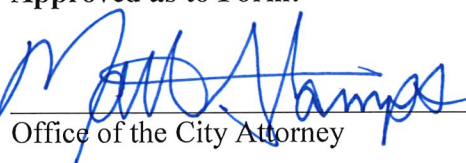
Kelli Linville, Mayor

Departmental Approval:


Ted A. Carlson, Public Works Director

Attest:


Finance Director

Approved as to Form:


Office of the City Attorney