

RENEWAL AND MODIFICATION OF INTERLOCAL AGREEMENT

THIS RENEWAL AND MODIFICATION OF INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the **PORT OF BELLINGHAM**, a municipal corporation, (hereinafter “Port”), and **CITY OF BELLINGHAM**, a Washington City, and **WHATCOM COUNTY**, a Washington County (hereinafter referred to as “Users”)

W I T N E S S E T H:

WHEREAS, Port and Users entered into a Interlocal Agreement for the Exclusive Use of the Special Purpose Facility at the Airport Industrial Park on December 3, 2013, (the “Agreement”), covering certain Premises owned by Port at 3888 Sound Way, Bellingham, Washington, for a ten (10) year term beginning January 1, 2013, ending December 31, 2023 and,

WHEREAS, it is now the desire of Users to renew the agreement for a ten (10) year term beginning January 1, 2024, ending December 31, 2033, and

NOW, THEREFORE, the Interlocal Agreement shall be renewed and modified as follows:

1. **Term**. The term of this Interlocal Agreement shall continue for a ten (10) year period beginning January 1, 2024, ending December 31, 2033.

2. **Use Payment**: Effective January 1, 2024 through December 31, 2024, Users shall pay the Port \$168,708.80 annually, plus applicable Washington State leasehold excise tax.

* The Use Payment shall continue to be adjusted annually per Section 3.2 contained in the Interlocal Agreement

3. **Liability Insurance**: Section 12, contained in the Interlocal Agreement, is modified to increase the minimum general liability limit to two million dollars (\$2,000,000) for each occurrence and in the aggregate.

4. **Indemnification and Hold Harmless**: Section 17 Indemnification and Hold Harmless, contained in the Interlocal Agreement, is changed to Section 17.1 due to a typographical error.

5. **Generator**: Port and Users agree to share equally in one-third shares of the cost of the equipment and installation (“Generator Project”). Generator Project cost shall include, but not limited to, generator purchase cost, consulting, design, engineering, permitting, project management (including Port engineering costs). The Generator Project cost shall be calculated upon completion of Port installation and shall be paid in forty (40) equal quarterly installments Upon completion of the Generator Project Port shall provide the actual cost and, if needed, make adjustments to any previously invoiced amounts. Estimated project costs are attached as Exhibit A, hereto.

6. **Counterparts and Electronic Transmission.** This Renewal and Modification of Interlocal Agreement may be signed in counterparts. Electronic transmission of any signed original document and retransmission of any signed electronic transmission shall be the same as delivery of an original document.

ALL OTHER TERMS AND CONDITIONS of the Interlocal Agreement dated December 3, 2013 as renewed and modified shall remain the same.

IN WITNESS WHEREOF, Port has caused this instrument to be signed by its Commission by authority of the Port Commission of the Port of Bellingham, and Users have caused this instrument to be signed by its proper officer's thereunto duly authorized, the day and year first above written.

USERS

PORT

WHATCOM COUNTY

PORT OF BELLINGHAM

By: _____

President/Vice President

Printed Name: _____

Approved as to form:

Secretary

THE CITY OF BELLINGHAM

EXECUTED, this the ____ day of _____, 2023, for the City of Bellingham as follows:

Approved as to Form:

Office of the City Attorney

Mayor

Attest:

Finance Director

Department Head

STATE OF WASHINGTON:

ss

COUNTY OF WHATCOM :

ON THIS _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ and _____, known to me to be the **President/Vice President** and **Secretary** of the **PORT OF BELLINGHAM**, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Name (Print) _____
NOTARY PUBLIC, in and for the State
of Washington, residing at Bellingham
My Commission expires: _____

STATE OF WASHINGTON:

ss

COUNTY OF WHATCOM:

ON THIS _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me _____ known to me to be the _____ of **WHATCOM COUNTY**, a Washington State limited liability company, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath verified that he/she was authorized to execute this document on behalf of the limited liability company for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Name (Print) _____
NOTARY PUBLIC, in and for the State
of Washington, residing at Bellingham
My Commission expires: _____

STATE OF WASHINGTON:

ss

COUNTY OF WHATCOM:

ON THIS _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me _____ known to me to be the _____ of the **CITY OF BELLINGHAM**, a Washington State limited liability company, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath verified that he/she was authorized to execute this document on behalf of the limited liability company for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Name (Print) _____
NOTARY PUBLIC, in and for the State
of Washington, residing at Bellingham
My Commission expires: _____

Exhibit A
Estimated Project Costs

K ENGINEERS, INC.
ELECTRICAL ENGINEERING

208 Third Street, Lynden, WA 98264
Tel (360) 354-4757, Fax (360) 354-6794

POB - WUECC Tenant Generator
Electrical Cost Estimate

7/6/2023

Description - Total	Quantity	Unit	Cost	Total
Relocate existing Generator & Reconnect	1.0	lot	\$1,500.00	\$1,500.00
New Temporary Generator Cables	1.0	lot	\$3,000.00	\$3,000.00
Generator (100KW)	1.0	ea.	\$64,500.00	\$64,500.00
Trenching & excavation (concrete)	1.0	lot	\$3,500.00	\$3,500.00
Concrete pad	1.0	ea.	\$6,500.00	\$6,500.00
2-3" EMT (4 #3/0 AWG + 1 #3 AWG GND)	20.0	lf	\$135.00	\$2,700.00
3" PVC (CO spare)	20.0	lf	\$7.50	\$150.00
3/4" PVC (3 #14 AWG)	20.0	lf	\$14.00	\$280.00
3/4" PVC (5 #12 AWG)	20.0	lf	\$15.75	\$315.00
3/4" PVC (2 #12 AWG & 3 #10 AWG)	20.0	lf	\$22.75	\$455.00
3/4" PVC (Generator Annunciator Cables)	20.0	lf	\$21.00	\$420.00
Remove existing #12AWG and provide new #10AWG	136.0	lf	\$17.50	\$2,380.00
3/4" EMT (Generator Annunciator Cables)	230.0	lf	\$29.75	\$6,842.50
Lift Rental Costs	1.0	lot	\$4,000.00	\$4,000.00
Electrical General Conditions, Mobilization, Demobilization (15%)				\$14,481.38
TOTAL				\$111,023.88