



Thank you for viewing the following contact documents from the City of Anacortes! We have now transitioned from paper contract documents to electronic, and through DocuSign we can accept digital signatures. **Please edit the signature text and printed name to show the name of the authorized person signing the documents.** If someone else should be the one to sign these documents, please forward this to the appropriate person.

If there are any questions, please call Tiffany Matson, Contract Specialist, at (360) 299-1971 or email at [matsont@cityofanacortes.org](mailto:matsont@cityofanacortes.org).

Representation on Authority of Parties/Signatories. Each of the persons signing below on behalf of any party hereby represents and warrants that s/he or it is signing with full and complete authority to bind the party on whose behalf of whom s/he or it is signing, to each and every term of this Agreement.

## INTERLOCAL COOPERATIVE AGREEMENT

## BETWEEN

## THE PORT OF ANACORTES AND CITY OF ANACORTES

THIS AGREEMENT ("Agreement") is made and entered into by the Port of Anacortes ("Port"), a Washington municipal corporation and the City of Anacortes ("City") a Washington municipal corporation, pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT. The parties may be individually referred to herein as a "Party", and may be collectively referred to herein as the "Parties."

1. PURPOSE: The purpose of this Agreement is to provide for the construction and funding of a project by which the City will construct fiber optic infrastructure to six buildings owned by the Port, with the intention that future Port tenants will be able to connect to the City's municipal broadband fiber system. Separate agreements between the City and future Port tenants will be required for fiber connection services.

2. RESPONSIBILITIES:

2.1 Pursuant to the terms of this Agreement, the City shall:

- A. Construct and install all necessary conduit, fiber, and infrastructure to the six Port-owned buildings depicted in attached Exhibit A and legally described in attached Exhibit B ("Properties"), which exhibits are hereby incorporated by reference, so that the buildings are ready for installation of business class internet service upon submission of future tenant service orders ("Project").
- B. Invoice the Port for the Project Cost as provided in Section 4 (below).

2.2 Pursuant to the terms of this Agreement, the Port shall:

- A. Pay the total Project Cost, in a total fixed price of \$17,600.13. Such payment shall be made by the Port to the City upon completion of all Project work, and then within thirty (30) days after receipt of an invoice from the City.
- B. Provide the City with access to Port property necessary to complete the Project.

3. TERM OF AGREEMENT: The term of this Agreement shall commence upon mutual execution by all parties and continue through December 31, 2021, unless sooner terminated pursuant to the terms herein.

4. PROJECT COST:

Total Project Cost shall be a fixed price of seventeen thousand six hundred dollars and thirteen cents (\$17,600.13), which includes \$1,423.54 in sales tax.

5. ADMINISTRATION: The following individuals are designated as representatives of the respective Parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the Party making the change shall notify the other Parties in writing.

5.1 The City's Representative shall be City's Broadband Manager.

5.2 The Port's representative shall be the Port's Director of Planning, Properties and Environmental.

6. TREATMENT OF ASSETS AND PROPERTY:

6.1 No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, or used. All fiber optic lines, conduit or related Project equipment installed with the exception of conduit installed on Port property shall be owned by the City. Conduit installed on Port property shall be owned by the Port.

6.2. MAINTENANCE AND OPERATION. Upon Project completion, the City shall be operationally and financially responsible to maintain those portions of the Project that it owns and the Port shall be operationally and financially responsible to maintain those portions of the Project that it owns on Port property.

7. NO AGREEMENT FOR FIBER NETWORK SERVICES: This Agreement shall not be interpreted nor construed as providing any license, lease, access or other rights to the City's fiber optic network. The provision of any services (e.g. dark fiber access, lit fiber services, connectivity through the City's fiber optic network) shall require separate agreement(s).

8. INDEMNIFICATION: Except as provided to the contrary herein, each Party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other Parties harmless from any such liability. It is further provided that no liability shall attach to any Party by reason of entering into this Agreement except as expressly provided herein.

10. INSURANCE. Prior to entering onto the Properties to perform any portion of the Work, the City shall procure and maintain a comprehensive general liability policy covering all claims for personal injury (including death) and property damage (including all real and personal property of the Port located on the Properties) arising on the Properties or arising out of the Work. The limits of liability shall be not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The liability policies shall contain a cross-liability provision such that the policy will be construed as if separate policies were issued to the Port and the contractor or consultant. The City shall provide the Port with certificates of insurance and, if requested, copies of any policy to the Port. Furthermore, the policy of insurance required herein shall: (i) be written as a primary policy; (ii) contain an express waiver of any right of subrogation by the insurance company against the Port and the Port's elected officials, employees, or agents; and (iii) expressly provide that the insurance proceeds of any loss will be payable notwithstanding any act or negligence of the contractor which might otherwise result in a forfeiture of said insurance. The Parties hereby acknowledge that the City's participation in the

Washington Cities Insurance Authority (WCIA) municipal risk pool satisfies all requirements of this Paragraph.

11. **TERMINATION:** Any Party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the Party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

12. **CHANGES, MODIFICATIONS, AMENDMENTS, AND WAIVERS:** The Agreement may be changed, modified, amended or waived only by duly executed subsequent written agreement executed by the Parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

13. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

14. **NO THIRD PARTY BENEFICIARIES:** This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, property owners and residents at or in the vicinity of the Project work to be performed, or any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any party.

15. **NO PARTNERSHIP OR JOINT VENTURE:** No partnership and/or joint venture exists between the Parties, and no partnership and/or joint venture is created by and between the parties by virtue of this Agreement. No agent, employee, contractor, subcontractor, consultant, volunteer, and/or other representative of the Parties shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other Party.

16. **COMPLIANCE WITH LAWS:** The Parties to this Agreement shall comply with all applicable federal, state, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

17. **VENUE AND CHOICE OF LAW:** In the event that any litigation should arise concerning this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Skagit. This Agreement shall be governed by the laws of the State of Washington.

18. **STATUS OF AGREEMENT:** This Agreement is in addition to, and is not intended to replace, substitute, modify, or otherwise amend any other agreements by and between the Parties. Any other agreements by and between the parties shall continue in full force and effect.

19. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

**CITY OF ANACORTES:**

By: Laurie Gere  
Laurie Gere, Mayor

Dated: 2/22/2021

Attest: Steven D. Hoglund  
Steven D. Hoglund, Finance Director

Approved as to form and legality:

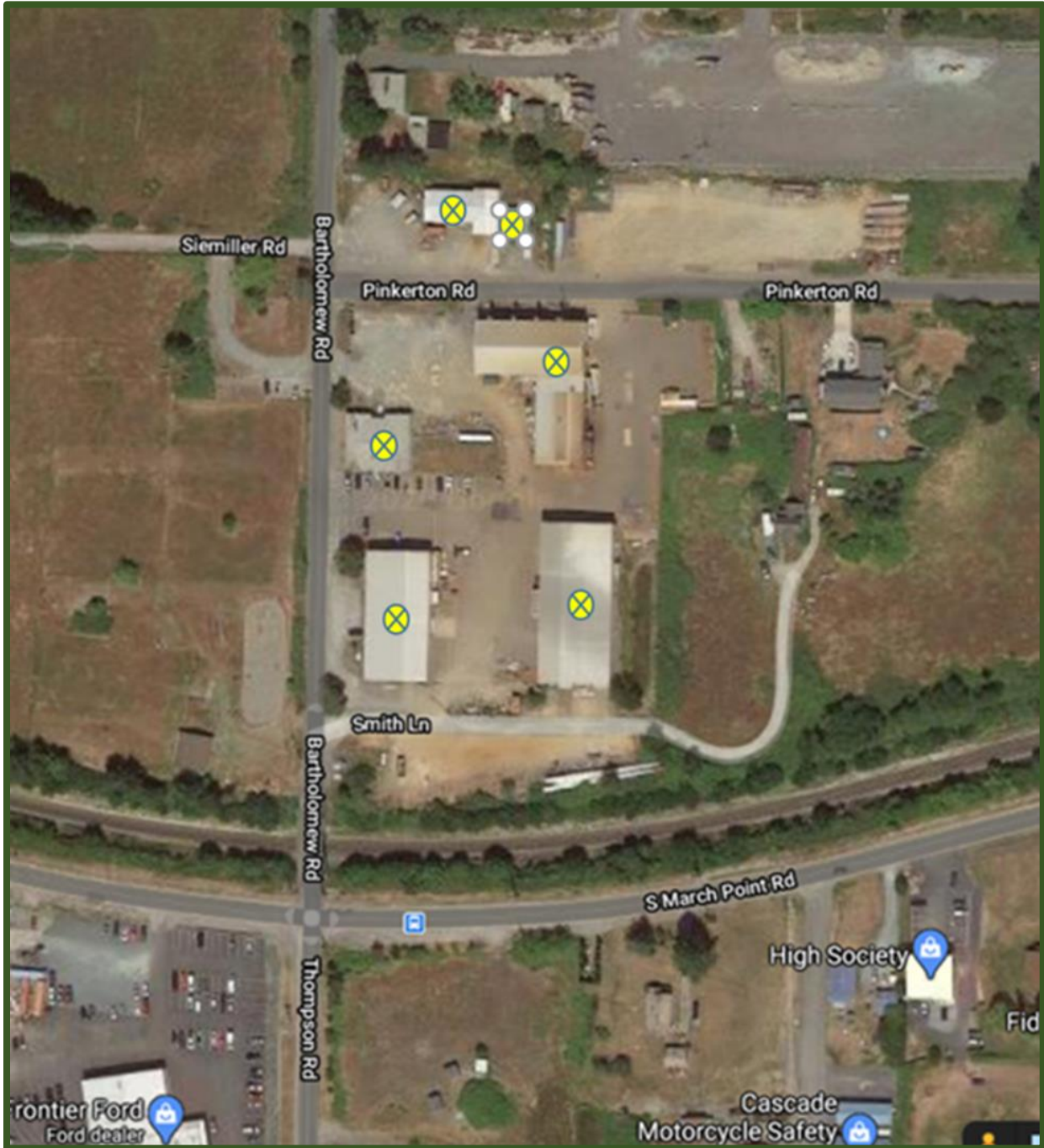
Darcy Swetnam  
Darcy Swetnam, City Attorney

**PORT OF ANACORTES:**

By: Brenda Treadwell  
Brenda Treadwell, Director of Planning, Properties, and Environmental

Dated: 2/19/2021

**EXHIBIT A**  
**Buildings to Which Fiber Will Be Extended**  
Page 1 of 1



**EXHIBIT B**  
**Legal Descriptions of Port Property**  
**Page 1 of 2**

**PARCEL P19802**

COMMENCING AT A POINT 825 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M.; THENCE RUNNING EAST 370 FEET; THENCE SOUTH, 350 FEET; THENCE WEST 370 FEET TO THE WEST LINE OF THE AFORESAID NORTHEAST 1/4 OF SECTION 4, THENCE NORTH TO THE PLACE OF BEGINNING, EXCEPT THAT PORTION THEREOF LYING WITHIN THE BOUNDARIES OF THE COUNTY ROAD RUNNING ALONG THE WEST LINE THEREOF. AND THE SOUTH 350 FEET OF THE NORTH 1175 FEET OF THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., LYING WEST OF A LINE THAT IS 387 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND LYING EAST OF A LINE THAT IS 370 FEET EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER.

**PARCEL P19804**

THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE COUNTY ROAD, 825 FEET SOUTH AND 20 FEET EAST OF THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE EAST 264 FEET; THENCE NORTH 82.5 FEET; THENCE WEST 264 FEET TO THE EAST LINE OF THE COUNTY ROAD; THENCE SOUTH ALONG SAID COUNTY ROAD 82.5 FEET TO THE POINT OF BEGINNING.

**PARCEL P68515**

LOT 1, BLOCK 2, ROBERTSON-EVERETT ADDITION, AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 32, RECORDS OF SKAGIT COUNTY, WASHINGTON.

**PARCEL P19852**

THAT PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., DELINEATED AS TRACT 'A' OF 'ROBERTSON-EVERETT ADDITION', AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 32, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH THAT PORTION IF ANY, OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 34 NORTH, RANGE 2 EAST, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED TRACT 'A'; THENCE SOUTH ALONG THE WEST LINE OF LOT 1, BLOCK 2, OF SAID PLAT, AND SAID WEST LINE EXTENDED TO THE SOUTH LINE OF THE NORTH 825 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M.; THENCE WEST TO THE EAST LINE OF COUNTY ROAD, 264 FEET, MORE OR LESS, COMMONLY KNOWN AS BARTHOLOMEW ROAD; THENCE NORTH ALONG THE EAST LINE OF SAID ROAD TO A POINT DUE WEST OF THE SOUTHWEST CORNER OF SAID TRACT 'A'; THENCE EAST TO SAID SOUTHWEST CORNER OF TRACT 'A'; THENCE EAST ALONG THE SOUTH LINE OF SAID TRACT 'A' TO THE POINT OF BEGINNING. EXCEPT ANY PORTION LYING SOUTH OF THE NORTH LINE OF THE FOLLOWING DESCRIBED PARCEL: THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE COUNTY ROAD, 825 FEET SOUTH AND 20 FEET EAST OF THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE EAST 264 FEET; THENCE NORTH 82.5 FEET; THENCE WEST 264 FEET TO THE EAST LINE OF THE COUNTY ROAD; THENCE SOUTH ALONG SAID COUNTY ROAD 82.5 FEET TO THE POINT OF BEGINNING. AND EXCEPT ANY PORTION LYING WITHIN THE BOUNDARIES OF THE COUNTY ROAD RUNNING ALONG THE WEST LINE THEREOF.

**EXHIBIT B**  
**Legal Descriptions of Port Property**  
**Page 2 of 2**

**PARCEL P68499**

LOTS 1 AND 2, BLOCK 1, ROBERTSON-EVERETT ADDITION, AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 32, RECORDS OF SKAGIT COUNTY, WASHINGTON.

**PARCEL P68500**

LOT 3, BLOCK 1, ROBERTSON-EVERETT ADDITION, AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 32, RECORDS OF SKAGIT COUNTY, WASHINGTON.

**PARCEL P68501**

INC M/H U105421225 COLUMBIA 61 55X10 LOT 4, BLOCK 1, ROBERTSON-EVERETT ADDITION, AS PER PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 32, RECORDS OF SKAGIT COUNTY, WASHINGTON.



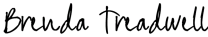
## Certificate Of Completion

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Subject: City of Anacortes Interlocal 21-027-FBR-001 for Signature	
Source Envelope:	
Document Pages: 8	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	City of Anacortes
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	PO Box 547
	904 6th St
	Anacortes, WA 98221
	contracts@cityofanacortes.org
	IP Address: 23.90.91.2

## Record Tracking

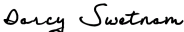
Status: Original	Holder: City of Anacortes	Location: DocuSign
2/19/2021 12:41:30 PM	contracts@cityofanacortes.org	

## Signer Events

Signer Events	Signature	Timestamp
Brenda Treadwell		Sent: 2/19/2021 12:56:57 PM
Brenda.Treadwell@portofanacortes.com		Viewed: 2/19/2021 1:33:18 PM
Security Level: Email, Account Authentication (None)		Signed: 2/19/2021 1:33:30 PM
	Signature Adoption: Pre-selected Style	
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	Signed using mobile	

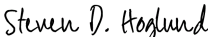
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ID: 3d5a1fdb-a3f0-4678-b98e-7de0f65c07f3

Darcy Swetnam		Sent: 2/19/2021 1:33:31 PM
darcys@cityofanacortes.org		Viewed: 2/22/2021 9:34:54 AM
Security Level: Email, Account Authentication (None)		Signed: 2/22/2021 9:35:10 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 23.90.91.2	

### Electronic Record and Signature Disclosure:

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ID: 3f2c7373-1039-4c64-aab7-ff619d878c1b

Steven D. Hoglund		Sent: 2/19/2021 1:33:31 PM
steveh@cityofanacortes.org		Viewed: 2/19/2021 1:35:43 PM
City Clerk/Treasurer		Signed: 2/19/2021 1:36:04 PM
City of Anacortes		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 23.90.91.2	

### Electronic Record and Signature Disclosure:

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ID: 9b1630a8-aa5f-4ac5-93eb-5700d104d979

Laurie Gere		Sent: 2/22/2021 9:35:11 AM
contracts@cityofanacortes.org		Viewed: 2/22/2021 11:15:44 AM
Mayor		Signed: 2/22/2021 4:05:12 PM
City of Anacortes		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 23.90.91.2	

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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Certified Delivered	Security Checked	2/22/2021 11:15:44 AM
Signing Complete	Security Checked	2/22/2021 4:05:12 PM
Completed	Security Checked	2/22/2021 4:05:12 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [orders@citiesdigital.com](mailto:orders@citiesdigital.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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- ii. send us an e-mail to [orders@citiesdigital.com](mailto:orders@citiesdigital.com) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)

PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the ‘I agree’ button below.

By checking the ‘I agree’ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
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