

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202512060

Originating Department:	Executive's Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Non-Departmental // Lodging Tax (Convention Center) Fund [Program 242070]
Contract or Grant Administrator:	Jake Logan - Administrative Services Coordinator, Executive Staff
Contractor's / Agency Name:	Ferndale Youth Sports

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No
 Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: n/a

Does contract require Council Approval? Yes No If No, include WCC: _____
 Already approved? Council Approved Date: RES2025-037 11/05/2025 (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes No If yes, grantor agency contract number(s): n/a ALN: n/a

Complete ALN field if contract involves direct federal grants/ cooperative agreements or pass-through federal funds.

Is this contract grant funded? Yes No If yes, Whatcom County grant contract number(s): n/a

Is this contract the result of a RFP or Bid process? Contract _____
 Yes No If yes, RFP and Bid number(s): n/a Cost Center: 12441000 (or applicable LTAC cost center)

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- Professional services agreement for certified/licensed professional. Goods and services provided due to an emergency
- Contract work is for less than \$100,000. Contract for Commercial off the shelf items (COTS).
- Contract work is for less than 120 days. Work related subcontract less than \$25,000.
- Interlocal Agreement (between Governments). Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):

\$ 109,140.00

This Amendment Amount:

\$ n/a

Total Amended Amount:

\$ 109,140.00

Summary of Scope:

Council approval required for; all property leases, all Interlocal agreements, **contracts or bid awards exceeding \$75,000**, and **grants exceeding \$40,000** and and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when:**

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance.
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

The general purpose or objective of this Agreement is to provide funding for capital improvements to the Northwest Fields baseball complex to enable: (1) attracting out-of-county visitors for regional and state youth baseball tournaments, thereby generating overnight stays and tourism revenue for Whatcom County, consistent with RCW 67.28.1816; and (2) restoring and enhancing a County-owned recreational facility for the benefit of the local community by providing improved playing surfaces, infrastructure, and amenities for youth baseball and athletic programs.

Term of Contract: 2 years (January 1,2026 – December 31, 2027)

Expiration Date: 12/31/2027

Contract Routing:	1. Prepared by: <u>Jake Logan</u>	Date: <u>2025.11.10</u>
	2. Attorney signoff: <u>BW (Submitted for Review 12/26)</u>	Date: _____
	3. AS Finance reviewed: <u>Andrew Tan</u>	Date: <u>2025.12.29</u>
	4. IT reviewed (if IT related): <u>n/a</u>	Date: <u>n/a</u>
	5. Contractor signed: <u>Ferndale Youth Sports</u> <u>1/16/2026</u>	Date: _____
	6. Executive contract review: <u>Jake Logan</u>	Date: <u>2025.12.20</u>
	7. Council approved, if necessary: <u>AB2026-013 Target Date 1/13/25 - Agenda Deadline 1/2/2025</u>	Date: <u>2025.01.14</u>
	8. Executive signed: <u>Satpal Sidhu</u> <u>1/16/2026</u>	Date: _____
	9. Original to Council: _____	Date: _____

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**
County Courthouse
311 Grand Ave. Suite #108
Bellingham, WA 98225



Satpal Singh Sidhu
County Executive

MEMORANDUM

To: The Whatcom County Council & Whatcom County Executive Satpal Sidhu
From: Jake Logan, Administrative Services Coordinator – Executive Staff
Subject: Lodging Tax Grant Contract – Ferndale Youth Sports, Contract #202512060
Date: December 15th, 2025

Background and Purpose

Whatcom County's Northwest Fields baseball complex, located at 5238 Northwest Drive in Bellingham, represents a County-owned tourism and recreation asset that has been dormant since approximately 2018. The property originally contained multiple baseball fields developed under a 1993 lease agreement with the Boys and Girls Club of Whatcom County. When that organization ceased operations at the facility, the fields fell into disrepair. For nearly a decade, the facility remained unused while Whatcom County Parks & Recreation continued to maintain ownership and responsibility. Recognizing the opportunity to restore the property to productive community and tourism use, the County Parks Department sought a qualified partner to rehabilitate and operate the fields. In June 2025, Whatcom County entered into a 25-year lease agreement ([Contract No. 202506021](#), executed June 27, 2025) with Ferndale Youth Sports (FYS), a Washington nonprofit corporation.

The lease grants FYS operational stewardship of the Northwest Fields facility at a nominal annual rent of \$1.00, reflecting the County's interest in returning the property to public recreational and community benefit use. Under the lease terms, FYS assumes sole responsibility for all maintenance, operations, and improvements to the leased premises. The lease structure is significant from a funding perspective: it establishes a 25-year tenure sufficient for FYS to secure public grants and financial support for facility improvements. This stability enabled FYS to apply for [Whatcom County's 2026 Lodging Tax \(Convention Center Fund\) program](#) for Capital Improvements. The pre-existing lease ensures that all capital improvements funded through public grants become part of the County-owned property and remain in place for long-term public benefit even after FYS's operational involvement may change.

Funding Amount and Source

Total Grant Allocation: \$109,140.00

Funding Source: Whatcom County Lodging Tax Fund (Convention Center Fund)

Cost Center: 12441000

Authorizing Resolution: [Resolution 2025-037](#), adopted by Whatcom County Council in 2025

Procedural Note Regarding Council Submission

Although Resolution 2025-037 ostensibly authorizes this contract, the interaction between that authorization and applicable purchasing code provisions creates sufficient ambiguity (in the view of this contract's administrator) to warrant Council review prior to execution.

Funding Structure

- A. \$59,140.00 – Direct project cost reimbursement for infield material. This portion is reimbursable upon FYS submission of paid invoices, receipts, and supporting cost documentation.
- B. \$50,000.00 - The Whatcom County Lodging Tax Advisory Committee, at their [meeting on October 10th 2025](#) recommended that administration place a “Budget hold” for supplemental improvements including outfield fencing, backstop netting, bleachers, irrigation system enhancements, and related infrastructure. The Lodging Tax Committee expressed their wish that these funds be released to Ferndale Youth Sports contingent upon FYS submitting a complete (completeness to be determined at the discretion of administration) supplemental application detailing scope, budget, timeline, and tourism impact for these additional improvements. County staff has since reviewed the supplemental application through the standard administrative process without reconvening the full Committee, consistent with direction provided at the October 15, 2025 meeting. Administration has asked FYS to submit a more detailed version of the supplemental application than the version initially received in November 2025. County administrative approval is required before any work on supplemental items (Category 2 in Exhibits A/B) may commence or expenses incurred.

Lodging Tax Eligibility and Statutory Authority

The project qualifies for Whatcom County Lodging Tax (Convention Center Fund) capital improvements funding under Washington State law ([RCW 67.28.1816](#) and [RCW 67.28.180](#)). These statutes permit lodging tax revenues to support "operations and capital expenditures of tourism-related facilities owned or operated by a municipality or public facilities district created under chapters 35.57 and 36.100 RCW."

The Northwest Fields satisfy this statutory test for three reasons: (1) the property is owned by Whatcom County, a municipality; (2) FYS operates the facility under a long-term lease from the County, making it County-operated for legal purposes; and (3) the facility directly supports tourism by hosting regional and state youth baseball tournaments that attract out-of-county teams, coaches, families, and supporters who generate overnight hotel stays and local economic spending.

Procurement Authority and RCW 35.21.278 (*Contracts with community service organizations...*)

This contract is structured under the authority of [RCW 35.21.278](#), which permits counties to contract directly with youth or athletic associations for improvements to parks and recreational facilities without regard to competitive bidding laws for public works. The statute was specifically designed to enable local governments to partner with community service organizations on neighborhood and public space improvement projects while leveraging volunteer contributions and stretched public dollars—particularly for projects that enhance underserved communities' access to parks and recreation.

RCW 35.21.278(1) authorizes Whatcom County to contract with Ferndale Youth Sports, a youth and athletic association "located and providing service in the immediate neighborhood "for making improvements to the Northwest Fields baseball complex (a County-owned park facility) and for ongoing maintenance services. The statute explicitly exempts such contracts from competitive bidding requirements that would otherwise apply to public works projects, recognizing the unique community benefit model where nonprofit organizations contribute volunteer labor, assume operational responsibility, and deliver public improvements at reduced cost to taxpayers.

The RCW 35.21.278 framework imposes three key conditions, all of which this project satisfies:

1. Value Requirement (2:1 Ratio): The consideration received by Whatcom County through the value of improvements must equal at least two times the payment to the contracting association.

In this case, Ferndale Youth Sports' total project scope is estimated at \$218,000+ in improvements (including volunteer labor contributions, in-kind donations, supplemental fundraising, and long-term maintenance commitments), while the County's lodging tax grant totals \$109,140. This produces a value ratio exceeding 2:1, meeting the statutory minimum. Additionally, FYS assumes all ongoing maintenance costs and operational responsibilities under the 25-year lease, providing substantial ongoing public benefit far exceeding the one-time grant investment.

2. Annual Limit Compliance: RCW 35.21.278(1) limits total payments under this authority to \$75,000 or \$2 per resident, whichever is greater, for all such contracts in any one calendar year. Based on Whatcom County's 2024 population of 234,954 residents, the county's annual limit under RCW 35.21.278 is \$469,908 ($\$2 \times 234,954$). This single contract at \$109,140 represents approximately 23% of the County's available annual authority under the statute. County administration confirms that no other contracts utilizing RCW 35.21.278 authority have been executed or are pending for 2026, ensuring full compliance with the annual aggregate limit.
3. Eligible Project Type: The statute authorizes contracts for "making improvements to a park...or providing maintenance services for such a project." The Northwest Fields improvements—including specialized infield material installation, irrigation, bleachers, fencing, and site preparation—constitute eligible park improvements under the statute, and FYS's ongoing maintenance and operational responsibilities satisfy the maintenance services component.

RCW 35.21.278 provides clear statutory authority for this contract structure, exempts the project from competitive bidding requirements, and supports the County's partnership approach with Ferndale Youth Sports. All statutory conditions—value ratio, annual limits, and project type—are satisfied. The contract advances legislative intent by restoring a public recreational asset, leveraging community nonprofit capacity, and generating measurable tourism and economic benefit for Whatcom County.

Tourism Impact and Economic Benefit

Ferndale Youth Sports projects that completed field improvements will enable the facility to host 6–8 youth baseball tournaments annually, each attracting 8–12 teams from across the Pacific Northwest. Tournament participants include players, coaches, parents, and extended family members totaling 100–168 people per event. The improved field condition will support weekend tournaments from March through fall, with participants requiring two-night hotel stays at commercial accommodations in Whatcom County. At conservative estimates, FYS projects a minimum of 100–150 room nights per weekend tournament, generating approximately \$192,000 in annual hotel revenue alone (at \$160 per night) and an estimated additional \$120,000 in food and beverage spending per year. Over a 30-year lifespan of the infield material, this could represent \$9.36 million in direct economic activity. The project also raises Whatcom County's visibility as a youth sports and tournament destination regionally, attracting families and visitors who spend in local restaurants, retail, and attractions. FYS has committed to tracking and documenting tourism metrics including participant origin, overnight stays, and local business spending as part of the grant performance requirements.

Please contact Jake Logan at extension 5211 or jlogan@co.whatcom.wa.us if you have any questions or concerns regarding the terms of this agreement.

Encl: Contract No. 202512060

Whatcom County Contract No.
202512060

**Lodging Tax Grant Agreement
Between Whatcom County and Ferndale Youth Sports
NORTHWEST FIELD RENOVATIONS PROJECT**

Ferndale Youth Sports, hereinafter called **Contractor** and **Whatcom County**, hereinafter referred to as **County**, agree and contract as set forth in this Agreement, including:

- Recitals, **pp. 3**
- General Conditions **pp. 4 - 14**
- Exhibit A (Scope of Work) **pp. 15 - 16**
- Exhibit B (Compensation) **pp. 17 - 18**
- Exhibit C (Performance Monitoring and Reporting Requirements) **pp. 19 - 20**
- Exhibit D (Reimbursement Request / Invoice Templates) **pp. 21 - 24**
- Exhibit E (Notice to Proceed Template) **pp. 25**
- Exhibit F (Certificate of Insurance) **pp. 26**
- Exhibit G (Whatcom County Contract/Lease 202506021) **pp. 27 - 37**

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

The term of this Agreement shall commence on **1st day of January, 2026, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on 31st day of December, 2027** regardless of the actual date of signature. The parties intend that eligible expenses incurred during the contract term shall be reimbursable even if such expenses are incurred prior to contract execution, provided all other contract requirements are met.

The general purpose or objective of this Agreement is to **provide funding for capital improvements to the Northwest Fields baseball complex to enable: (1) attracting out-of-county visitors for regional and state youth baseball tournaments, thereby generating overnight stays and tourism revenue for Whatcom County, consistent with RCW 67.28.1816; and (2) restoring and enhancing a County-owned recreational facility for the benefit of the local community by providing improved playing surfaces, infrastructure, and amenities for youth baseball and athletic programs**, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

The maximum consideration for the initial term of this agreement or for any renewal term shall not exceed **\$109,140.00**. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

Contractor acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 11.1, 21.1, 30.1, 31.2, 32.1, and 34.3, if included, are totally and fully part of this contract and have been mutually negotiated by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date: 1/16/2026

Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and to bind the party thereto.

**CONTRACTOR:
Ferndale Youth Sports**

Signed by:

_____ 1/16/2026
68A3A2A1A4EE4D9
Stefani Erickson, President

RECITALS

WHEREAS, Whatcom County is a municipal corporation organized and existing under the laws of the State of Washington;

WHEREAS, Whatcom County Council has adopted County Code Chapter 3.06 (Grants Management) and established the Lodging Tax Advisory Committee (LTAC) to allocate lodging tax revenues under Washington State Law RCW 67.28.1816 and RCW 67.28.1817;

WHEREAS, RCW 67.28.1816(1)(c) authorizes lodging tax expenditures for "capital expenditures and operations of facilities owned or operated by a municipality," subject to the condition that lodging tax revenues must generate tourism documented by overnight stays in paid accommodations, travel from 50+ miles, or out-of-state visitors;

WHEREAS, Ferndale Youth Sports, a Washington nonprofit corporation, operates the Northwest Fields baseball complex located at 5238 Northwest Drive, Bellingham, Washington, under a 25-year lease with Whatcom County (Contract No. 202506021, executed June 27, 2025);

WHEREAS, the County Council approved the 2026 LTAC funding recommendations, including this project, via Resolution 2025-037, adopted November 5th 2025, which authorized allocation of \$3,568,390 from the Lodging Tax Fund for 22 eligible projects; this project for Northwest Fields Renovations Included

WHEREAS, Ferndale Youth Sports applied for LTAC capital funding on October 15, 2025 to rehabilitate four baseball fields with specialized infield material, site improvements, and infrastructure upgrades to enable hosting of youth baseball tournaments that attract out-of-county participants generating overnight hotel stays and tourism revenue;

WHEREAS, RCW 35.21.278 authorizes counties to contract directly with youth or athletic associations for improvements to public recreational facilities without regard to competitive bidding laws, provided that the value of the improvements furnished by the association is at least two times the amount of the payment from the County; and **WHEREAS**, the total value of the project improvements, including volunteer labor, in-kind contributions, and materials, is estimated to exceed \$218,280.00, which is more than two times the County's maximum grant payment of \$109,140.00, thereby satisfying the statutory value-match requirement;

WHEREAS, the LTAC reviewed the application at its October 15, 2025, meeting and recommended funding in the amount of \$109,140 for infield material and core improvements;

WHEREAS, the improvements will enhance Whatcom County's regional reputation as a youth sports destination, generate overnight stays through tournament hosting, and return dormant County-owned property to productive community and tourism use;

WHEREAS, Whatcom County and Ferndale Youth Sports desire to enter into this Grant Agreement to fund the renovation of the Northwest Fields, with all improvements becoming County property upon completion;

NOW THEREFORE, the County Enters into the following contract for the Improvement of Northwest Fields.

GENERAL CONDITIONS

Series 00-09: Provisions Related to Scope and Nature of Services

0.1 Scope of Services:

The Contractor agrees to provide to the County services and any materials as set forth in the project narrative identified as Exhibit "A", during the agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

Series 10-19: Provisions Related to Term and Termination

10.1 Term:

Services provided by Contractor prior to or after the term of this contract shall be performed at the expense of Contractor and are not compensable under this contract unless both parties hereto agree to such provision in writing. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10.2 Extension:

The duration of this Agreement may be extended by mutual written consent of the parties, for a period of up to one year, and for a total of no longer than three years.

11.1 Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U.S. mail, first class postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. Termination shall be effective upon Contractor's receipt of the written notice, or within three (3) days of the mailing of the notice, whichever occurs first. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

11.2 Termination for Reduction in Funding:

In the event that funding from State, Federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the County may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the County deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the County, the County may summarily terminate this Agreement in whole, notwithstanding any other termination provisions of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein, or within three days of the mailing of the notice, whichever occurs first.

11.3 Termination for Public Convenience:

The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

Series 20-29: Provisions Related to Consideration and Payments

20.1 Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by the County, payment shall be based upon written claims supported, unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including, where appropriate, the actual number of days

worked each month, total number of hours for the month, and the total dollar payment requested, so as to comply with municipal auditing requirements.

Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for the County or his designee (hereinafter referred to as the "Administrative Officer") the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract. Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, in accordance with the County's customary procedures, pursuant to the fee schedule set forth in Exhibit "B."

21.1 Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to withhold for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes, including, but not limited to, Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

22.1 Withholding Payment:

In the event the County's Administrative Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Administrative Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 10 days after it determines to withhold amounts otherwise due. A determination of the Administrative Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Administrative Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due or to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

23.1 Labor Standards:

The Contractor agrees to comply with all applicable state and federal requirements, including but not limited to those pertaining to payment of wages and working conditions, in accordance with RCW 39.12.040, the Prevailing Wage Act; the Americans with Disabilities Act of 1990; the Davis-Bacon Act; and the Contract Work Hours and Safety Standards Act providing for weekly payment of prevailing wages, minimum overtime pay, and providing that no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous to health and safety as determined by regulations promulgated by the Federal Secretary of Labor and the State of Washington.

Series 30-39: Provisions Related to Administration of Agreement

30.1 Independent Contractor:

In providing services under this Contract, the Contractor is an independent contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Contractor, its employees, and/or others by reason of this Contract.

The Contractor shall protect, indemnify, defend, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

30.2 Assignment and Subcontracting:

The performance of all activities contemplated by this agreement shall be accomplished by the Contractor. No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.

30.3 No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

31.1 Ownership of Items Produced and Public Records Act:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with performance of this Agreement, shall be the sole and absolute property of the County. If the Contractor creates any copyrightable materials or invents any patentable property, the Contractor may copyright or patent the same, but the County retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover, or otherwise use the materials or property and to authorize other governments to use the same for state or local governmental purposes. Contractor further agrees to make research, notes, and other work products produced in the performance of this Agreement available to the County upon request.

Ownership. Any and all data, writings, programs, public records, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Contract shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

Public Records Act. This Contract and all records associated with this Contract shall be available for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County at no cost to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

The Contractor shall be liable to the requester for any and all fees, costs, penalties or damages imposed or alleged as a result of the Contractor's failure to provide adequate or timely records.

This provision and the obligations it establishes shall remain in effect after the expiration of this contract.

31.2 Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

A. The Contractor shall be notified promptly in writing by the County of any notice of such claim.

B. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

32.1 Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the County or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to, settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

33.1 Right to Review:

This contract is subject to review by any Federal, State or County auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Administrative Officer or by the County Auditor's Office. Such review may occur with or without notice and may include, but is not limited to, on-site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for three (3) years after contract termination, and shall make them available for such review, within Whatcom County, State of Washington, upon request. Contractor also agrees to notify the Administrative Officer in advance of any inspections, audits, or program review by any individual, agency, or governmental unit whose purpose is to review the services provided within the terms of this Agreement. If no advance notice is given to the Contractor, then the Contractor agrees to notify the Administrative Officer as soon as it is practical.

34.3 Defense & Indemnity Agreement: To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees, and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of the Contractor, its employees, agents or volunteers or Contractor's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with performance of this Contract or 3) are based upon the Contractor's or its subcontractors' use of, presence upon, or proximity to the property of the County. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the claim, damage, loss, or expense is caused by the sole negligence of the County.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, its subcontractors, employees, and agents. This indemnification obligation of the Contractor shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the Contractor hereby expressly waives any immunity afforded by such acts.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Contractor's indemnity obligations under this Agreement.

In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County. The Contractor shall pay all attorney's fees and expenses incurred by the County in establishing and enforcing the County's rights under this indemnification provision, whether or not suit was instituted.

The Contractor agrees all Contractor's indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of the Contractor are a material inducement to County to enter into this Agreement and are reflected in the Contractor's compensation.

By signing this contract, the Contractor acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless the County from all claims and suits including those brought against the County by the Contractor's own employees, arising from this contract.

35.1 Non-Discrimination in Employment:

The County's policy is to provide equal opportunity in all terms, conditions and privileges of employment for all qualified applicants and employees without regard to race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, or veteran status. The Contractor shall comply with all laws prohibiting discrimination against any employee or applicant for employment on the grounds of race, color, creed, religion, national origin, sex, sexual orientation (including gender identity), age, marital status, disability, political affiliation, or veteran status, except where such constitutes a bona fide occupational qualification.

Furthermore, in those cases in which the Contractor is governed by such laws, the Contractor shall take affirmative action to insure that applicants are employed, and treated during employment, without regard to their race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status, except where such constitutes a bona fide occupational qualification. Such action shall include, but not be limited to: advertising, hiring, promotions, layoffs or terminations, rate of pay or other forms of compensation benefits, selection for training including apprenticeship, and participation in recreational and educational activities. In all solicitations or advertisements for employees placed by them or on their behalf, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The foregoing provisions shall also be binding upon any subcontractor, provided that the foregoing provision shall not apply to contracts or subcontractors for standard commercial supplies or raw materials, or to sole proprietorships with no employees.

35.2 Non-Discrimination in Client Services:

The Contractor shall not discriminate on the grounds of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation (including gender identity), disability, or veteran status; or deny an individual or business any service or benefits under this Agreement unless otherwise allowed by applicable law; or subject an individual or business to segregation or separate treatment in any manner related to his/her/its receipt any service or services or other benefits provided under this Agreement unless otherwise allowed by applicable law; or deny an individual or business an opportunity to participate in any program provided by this Agreement unless otherwise allowed by applicable law.

36.1 Waiver of Noncompetition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to the County, and contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to the County.

36.2 Conflict of Interest:

If at any time prior to commencement of, or during the term of this Agreement, Contractor or any of its employees involved in the performance of this Agreement shall have or develop an interest in the subject matter of this Agreement that is potentially in conflict with the County's interest, then Contractor shall immediately notify the County of the same. The notification of the County shall be made with sufficient specificity to enable the County to make an informed judgment as to whether or not the County's interest may be compromised in any manner by the existence of the conflict, actual or potential. Thereafter, the County may require the Contractor

to take reasonable steps to remove the conflict of interest. The County may also terminate this contract according to the provisions herein for termination.

37.1 Administration of Contract:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington. The Contractor also agrees to comply with applicable federal, state, county or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals.

The County hereby appoints, and the Contractor hereby accepts, the Whatcom County Executive, and his or her designee, as the County's representative, hereinafter referred to as the Administrative Officer, for the purposes of administering the provisions of this Agreement, including the County's right to receive and act on all reports and documents, and any auditing performed by the County related to this Agreement. The Administrative Officer for purposes of this agreement is:

Jake Logan
Administrative Services Coordination
Whatcom County Executive's Office
jlogan@co.whatcom.wa.us

37.2 Notice:

Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

Whatcom County:

Jake Logan
Administrative Services Coordination
Whatcom County Executive's Office
jlogan@co.whatcom.wa.us

Ferndale Youth Sports:
Stef Erickson, President
info@ferndaleyouthsports.com
(Nonprofit EIN:27-2780178)=

6735 Family Hill Lane
Ferndale, WA 98248

Any such notice or communication shall be deemed to have been given on (i) the day such notice or communication is personally delivered, (ii) three (3) days after such notice or communication is mailed by prepaid certified or registered mail, (iii) one (1) working day after such notice or communication is sent by overnight courier, or (iv) the day such notice or communication is sent electronically, provided that the sender has received a confirmation of such electronic transmission. A party may, for purposes of this Agreement, change his, her or its address, email address or the person to whom a notice or other communication is marked to the attention of, by giving notice of such change to the other party pursuant to this Section.

37.3 If agreed by the parties, this Contract may be executed by Email transmission and PDF signature and Email transmission and PDF signature shall constitute an original for all purposes.

38.1 Certification of Public Works Contractor's Status under State Law:

If applicable, Contractor certifies that it has fully met the responsibility criteria required of public works contractors under RCW 39.04.350 (1), which include: (a) having a certificate of registration in compliance with RCW 18.27; (b) having a current state unified business identifier number; (c) if applicable, having industrial insurance coverage for its employees working in Washington as required in Title 51 RCW, an employment security department number as required in Title 50 RCW, and a state excise tax registration

number as required in Title 82 RCW; and (d) not being disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

- 38.2 Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:
If applicable, the Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

Series 40-49: Provisions Related to Interpretation of Agreement and Resolution of Disputes

- 40.1 Modifications:
Either party may request changes in the Agreement. Any and all agreed modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.
- 40.2 Contractor Commitments, Warranties and Representations:
Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to, any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
- 41.1 Severability:
If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
- 41.2 Waiver:
Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the covenants and agreements of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.
- 42.1 Disputes:
- a. General:
Differences between the Contractor and the County, arising under and by virtue of the Contract Documents, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Administrative Officer shall be final and conclusive.
 - b. Notice of Potential Claims:
The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Administrative Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within ten (10) days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which

the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

c. Detailed Claim:

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within thirty (30) days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

d. Arbitration:

Other than claims for injunctive relief, temporary restraining order, or other provisional remedy to preserve the status quo or prevent irreparable harm, brought by a party hereto (which may be brought either in court or pursuant to this arbitration provision), and consistent with the provisions hereinabove, any claim, dispute or controversy between the parties under, arising out of, or related to this Contract or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Contract shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge but shall not have the power to award punitive damages. Each Party shall pay all their own costs, attorney fees and expenses of arbitration and the parties shall share equally in the Arbitrator's fees and costs. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

Any arbitration proceeding commenced to enforce or interpret this Contract shall be brought within six years after the initial occurrence giving rise to the claim, dispute, or issue for which arbitration is commenced, regardless of the date of discovery or whether the claim, dispute, or issue was continuing in nature. Claims, disputes, or issues arising more than six years prior to a written request or demand for arbitration issued under this Contract are not subject to arbitration.

- e. The parties may agree in writing signed by both parties that a claim or dispute may be brought in Whatcom County Superior Court rather than mediation or arbitration.

Unless otherwise specified herein, this Contract shall be governed by the laws of Whatcom County and the State of Washington.

43.1 Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom. This Agreement shall be governed by the laws of the State of Washington.

44.1 Survival:

The provisions of paragraphs 11.1, 11.2, 11.3, 21.1, 22.1, 30.1, 31.1, 31.2, 32.1, 33.1, 34.2, 34.3, 36.1, 40.2, 41.2, 42.1, and 43.1, if utilized, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

45.1 Entire Agreement:

This written Agreement, comprised of the writings signed or otherwise identified and attached hereto, represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

EXHIBIT "A"
(SCOPE OF WORK)

FERNDALE YOUTH SPORTS – NORTHWEST FIELDS CAPITAL IMPROVEMENTS PROJECT

All capital improvements funded through this grant shall be performed in accordance with the terms of this Agreement and shall comply with the scope and limitations outlined in this Exhibit A. Expenses must be incurred and paid during the contractual period January 1 – December 31, 2026, with appropriate backup documentation available for audit and inspection. In accordance with Section 7 of the lease agreement (Contract No. 202506021, FYS shall be responsible for securing necessary permits for work performed and shall secure prior written consent from the WCPR Director for ALL IMPROVEMENTS, consent of which shall not be unreasonably withheld. FYS shall provide WCPR timely opportunity to review materials and proposed design of improvements.

Project Overview

Ferndale Youth Sports (FYS) shall undertake rehabilitation and capital improvements to the Northwest Fields baseball complex, located at 5238 Northwest Drive, Bellingham, Washington. This County-owned recreational facility is operated by FYS under a 25-year lease agreement (Contract No. 202506021, executed June 27, 2025). The improvements are designed to restore and enhance the facility's capacity to host regional and state youth baseball tournaments, thereby attracting out-of-county participants and families who generate overnight hotel stays and tourism spending in Whatcom County.

Category 1: Core Infield Material and Installation (Initial Phase)

FYS shall use grant funds to procure and install specialized infield material for four (4) baseball fields at the Northwest Fields complex, including but not limited to:

- Infield material (clay, conditioner, and related surface preparation materials)
- Delivery and freight of materials to the facility
- Site preparation and grading as necessary for proper installation and drainage
- Quality assurance testing and field conditioning upon completion

All installation labor shall be performed by FYS volunteers and shall not constitute a reimbursable expense under this grant. Eligible expenses under Category 1 are limited to the cost of materials and delivery only. Final determination by the County on specific allowed material and delivery expenses shall be identified in approved invoices, and all expenses must comply with the scope and limitations outlined in this Exhibit A. FYS shall be responsible for securing necessary permits for work performed and shall secure prior written consent from the WCPR Director for ALL IMPROVEMENTS in phase 1.

Category 2: Supplemental Improvements (Contingent Phase – Budget Hold)

FYS may, upon submission of a supplemental detailed application approved in writing by Whatcom County Administration, undertake additional capital improvements to enhance field functionality and visitor experience, including but not limited to:

- Outfield fencing and retaining structures
- Backstop and protective netting systems
- Bleachers and spectator seating
- Irrigation system enhancements and related groundskeeping infrastructure
- Gate and parking area improvements
- Lighting system upgrades (if proposed and approved)

Authorization for Category 2 expenses is contingent upon written Notice to Proceed (SEE EXHIBIT E) issued by the County Administrator of this Contract (Jake Logan jlogan@co.whatcom.wa.us). FYS shall not incur expenses or commence work on Category 2 items until such written authorization is received. A supplemental application detailing scope, budget, timeline, and projected tourism impact for Category 2 improvements has been reviewed and approved by County Administration. Funding for Category 2 activities shall be released only upon receipt of this written authorization.

FYS shall be responsible for securing necessary permits for work performed and shall secure prior written consent from the WCPR Director for ALL IMPROVEMENTS in phase 2.

All Category 2 installation labor shall be performed by FYS volunteers and shall not constitute a reimbursable expense under this grant. Eligible expenses under Category 2 are limited to materials, equipment, and delivery costs. Final determination by the County on specific allowed expenses shall be identified in approved invoices.

RCW 35.21.278 – Community Service Organization Improvement Authority

This grant is authorized under RCW 35.21.278, which permits Whatcom County to contract with youth and athletic associations for improvements to public recreational facilities operated under long-term lease agreements. The County acknowledges that FYS is furnishing volunteer labor and community contributions that substantially exceed the County's financial grant, satisfying the statutory requirement that the value of improvements equal at least two times (2:1) the public investment. All capital improvements funded through this grant become the property of Whatcom County upon completion and remain in place for long-term public benefit.

Promotional Credit Requirement

Promotional materials, signage, programs, and websites regarding the Northwest Fields facility and tournaments funded or enhanced through this grant must acknowledge that the project is made possible in part by a Lodging Tax Capital Grant from Whatcom County. The scale of this credit should be commensurate with the County's level of financial support and should include the name and logo of Whatcom County. This credit could be placed in such materials as programs, signage, website content, and annual reports related to the facility. It is not expected that this credit appears in all promotional materials, but it should be visible in primary public-facing documents.

Tourism Impact and RCW Compliance

The improved field conditions and expanded facility amenities will enable Northwest Fields to host six (6) to eight (8) youth baseball tournaments annually. Each tournament is projected to attract eight (8) to twelve (12) teams from across the Pacific Northwest, representing 100–168 participants per event. Tournament participants (players, coaches, parents, and family members) will require overnight accommodations at commercial lodging establishments in Whatcom County, generating documented tourism revenue and economic benefit as defined by RCW 67.28.080 and RCW 67.28.1816.

FYS shall track and maintain records of tourism metrics for all funded tournament activities, including participant origin (geographic distance traveled), number of overnight stays, and estimated local business spending. FYS shall provide such documentation to the County as part of the final project report required under Exhibit C.

EXHIBIT "B"
(Compensation)

MAXIMUM CONSIDERATION: \$109,140.00

Category	Description	Amount
Category 1: Core Infield Material & Installation	Specialized infield material (clay, conditioner), delivery, site preparation, and field conditioning for four baseball fields. Installation labor to be provided by FYS volunteers (non-reimbursable).	\$59,140.00
Category 2: Supplemental Improvements	<p>**Contingent on Written Notice to Proceed** (See Exhibit E)</p> <p>Outfield fencing, backstop netting, bleachers, irrigation enhancements, gate/parking improvements, and related facility upgrades. Materials, equipment, and delivery only. Installation labor to be provided by FYS volunteers (non-reimbursable).</p> <p>Authorization Required: Written approval from Whatcom County Administration must be issued before FYS may incur expenses or commence work on Category 2 items. (See Exhibit E)</p>	\$50,000.00
	TOTAL GRANT ALLOCATION	\$109,140.00

Reimbursement-Based Payment

Payment is for reimbursement only. Contractor shall submit invoices detailing allowable expenditures as outlined in Exhibit A, supported by copies of receipts, invoices, purchase orders, and documentation of expenses incurred.

Payment Schedule

Payment will be made no more frequently than once per month upon receipt of invoices with supporting documentation. Payment for Category 1 expenses will be processed as invoices are submitted and approved. Payment for Category 2 expenses will commence only after County Administration issues a written Notice to Proceed and Contractor begins incurring approved expenses.

Invoice Requirements

- Invoices must reference the contract number: **202512060**
- Invoices must include supporting receipts, detailed invoices from vendors, and receipts/proof of payment/expenditure
- Invoices must specify which allowable expense category (Category 1 or Category 2) the costs fall under
- Invoices must be itemized and clearly describe the materials, equipment, or services provided
- For material deliveries, invoices should include proof of delivery to the Northwest Fields facility
- Invoices must be submitted with all supporting documentation; incomplete invoices will be returned for correction
- Invoices should be sent to Amy Reynolds AReynold@co.whatcom.wa.us and Jake Logan JLogan@co.whatcom.wa.us

Withholding Provision

Whatcom County reserves the right to withhold payment, consistent with the Standard General Conditions (Section 22.1), if Contractor fails to submit required documentation, misrepresents eligible expenses, or fails to comply with the scope limitations of Exhibit A. The County may also withhold payment pending approval of a supplemental application for Category 2 improvements.

LIMITATIONS ON ELIGIBLE EXPENSES

1. Materials & Equipment Only

Funds provided under this Agreement are strictly limited to the reimbursement of materials, supplies, and equipment purchases (including delivery/freight costs) essential to the project.

2. Exclusion of Labor Costs

No portion of these grant funds shall be used to pay for labor, wages, salaries, or professional service fees. This exclusion applies to:

- Volunteer Labor: The value of volunteer labor is non-reimbursable.
- Paid Labor: Costs for construction labor, installation services, or professional design/engineering services are NOT eligible for reimbursement under this Agreement.

3. Volunteer Labor & Statutory Compliance (RCW 35.21.278)

This Agreement is authorized under RCW 35.21.278, which permits the County to contract with community service organizations for park improvements.

- Volunteer Requirement: It is the express intent of the parties that the installation and construction work associated with these improvements be performed primarily by volunteers from the Contractor's organization.
- Prevailing Wage Responsibility: If the Contractor elects to utilize *any* paid labor or contractors for any portion of the work (using Contractor's own separate funds), the Contractor acknowledges that it acts as the sole employer/contracting agent. The Contractor is solely responsible for determining the applicability of and ensuring full compliance with RCW 39.12 (Prevailing Wages on Public Works). The County assumes no liability for the Contractor's failure to comply with prevailing wage laws for labor procured by the Contractor.

EXHIBIT "C"

(Performance Monitoring and Reporting Requirements)

SECTION 1: PROJECT OVERSIGHT & LEASE COMPLIANCE (Parks Department)

This section establishes the mechanism for Whatcom County Parks & Recreation ("Parks") to monitor the capital improvements, ensuring alignment with the underlying Lease Agreement (Contract #202506021). Authorities

1. Parks Department Authority & Monitoring

The Parks Department, as manager of the County-owned property and in accordance with the lease agreement (Contract No. 202506021), retains

- Approvals. Parks staff shall review and approve proposed improvements (including design, location, and materials proposed).
- Right to Inspect: Parks staff may access the site at any reasonable time to inspect the progress, quality, and safety of the installation work.
- Information Requests: Parks may at any time request updates on project status, material specifications, construction schedules, or contractor/volunteer qualifications. Contractor shall provide such information within three (3) business days of the request.

Authority to Halt Work: Consistent with the Lease Agreement, the Parks Department has the sole and absolute discretion to issue a "Stop Work" order for any reason. Upon issuance of such order, Contractor shall immediately cease all work until written authorization to proceed is granted by the Parks Director. Grant funds for any work performed during a "Stop Work" order will not be reimbursed.

2. Coordination & Approvals

- Pre-Work Conference: Prior to purchasing materials or commencing installation, Contractor shall coordinate with the Parks Operations Manager to review the project schedule and site access plan.
- Final Acceptance (Mandatory for Retainage Release): The Final Project Report must include a Letter of Acceptance signed by the Whatcom County Parks Director (or designee). This letter must confirm that:
 - The capital improvements have been satisfactorily completed.
 - The work meets the maintenance and safety standards required by the Lease.
 - Parks has received all necessary "as-built" documentation or material warranties.

Whatcom County Parks Department Contacts

For all project coordination, information requests, pre-work conferences, and final acceptance matters, contact:

Bennett Knox, Director, Parks & Recreation

BKnox@co.whatcom.wa.us

Christ Thomsen, Parks Operations Manager

CThomsen@co.whatcom.wa.us

SECTION 2: TOURISM & FINANCIAL REPORTING (Whatcom County Executive's Office)

This section addresses the statutory Lodging Tax requirements managed by the Whatcom County Executive's Office.

(ilogan@co.whatcom.wa.us).

Submission Deadline: Within thirty (30) days of each year-end in the contract term (first year report by January 31, 2027 and second year report January 31, 2028), the Contractor shall submit a comprehensive project report to the Whatcom County Executive Office.

Required Report Contents:

The Final Project Report shall document the following:

1. Project Scope & Completion

- Narrative Summary: A brief description of the work completed under each funded category (e.g., "Resurfaced 4 infields," "Installed 200ft fencing").
- Photo Documentation: "Before and After" photographs of the improvements.
- Final Cost Summary: A simple table of total actual expenditures for the grant-funded items (to verify the full \$109,140 was utilized). *Note: Detailed receipts are submitted with monthly invoices; this is just a high-level summary.*

2. Tourism Impact & Facility Use

- Tournament Activity: A summary of the 2026/2027 tournament season, including:
 - List of tournaments hosted.
 - Total number of participating teams.
- Out-of-County Participation: Number of teams traveling from outside Whatcom County (50+ miles).
- Lodging Estimates: Estimated number of overnight stays generated by these events (based on team origin data).
- Promotional Credit: Evidence (photos/copies) of Whatcom County Lodging Tax acknowledgment on facility signage or tournament materials.

Reporting Methodology:

Contractor may use good-faith estimates based on existing data sources (website analytics, inquiry logs, event records). No additional data collection systems are required. The County recognizes that precise visitor tracking may not be practical and accepts reasonable methodology estimates per RCW 67.28.1816. This guidance on reporting methodology applies only to Section 2 of this Exhibit C "Performance Monitoring and Reporting Requirements)

Contractor may identify alternative or additional metrics to supplant all or some of those metrics listed above with approval from the Whatcom County Executive's Office (contact jlogan@co.whatcom.wa.us) The county acknowledges that the nature of this project may be such that measurable outcomes related to Tourism Promotion may not be available in the first year report.

REIMBURSEMENT REQUEST

CONTRACT INFORMATION	INVOICE INFORMATION
Contract Number: 202512060	Invoice Number: FYS-2026-_____
Contractor: Ferndale Youth Sports	Invoice Date: _____
Project: Northwest Fields Capital Improvements	Invoice Period: _____ to _____
Maximum Grant Amount: \$109,140.00	Invoice Type: <input type="checkbox"/> Progress <input type="checkbox"/> Final

SECTION 1: EXPENSE SUMMARY

Description of Expense	Category	Vendor/Supplier	Amount
	<input type="checkbox"/> Cat 1 <input type="checkbox"/> Cat 2		\$
	<input type="checkbox"/> Cat 1 <input type="checkbox"/> Cat 2		\$
	<input type="checkbox"/> Cat 1 <input type="checkbox"/> Cat 2		\$
	<input type="checkbox"/> Cat 1 <input type="checkbox"/> Cat 2		\$
	<input type="checkbox"/> Cat 1 <input type="checkbox"/> Cat 2		\$
	<input type="checkbox"/> Cat 1 <input type="checkbox"/> Cat 2		\$
	<input type="checkbox"/> Cat 1 <input type="checkbox"/> Cat 2		\$
	<input type="checkbox"/> Cat 1 <input type="checkbox"/> Cat 2		\$
Category 1 Subtotal (Infield Materials - Max \$59,140):			\$
Category 2 Subtotal (Supplemental Improvements - Max \$50,000):			\$
TOTAL THIS INVOICE:			\$

Category 1: Core Infield Material & Installation (clay, conditioner, delivery, site prep) | **Category 2:** Supplemental Improvements (requires written Notice to Proceed)

SECTION 2: CUMULATIVE GRANT SUMMARY

	Category 1	Category 2
Maximum Grant Allocation	\$59,140.00	\$50,000.00
Previously Reimbursed (prior invoices)	\$	\$
This Invoice Request	\$	\$
Remaining Balance After This Invoice	\$	\$

SECTION 3: REQUIRED DOCUMENTATION CHECKLIST

The following documentation must be attached to this reimbursement request:

- Copies of paid invoices from vendors/suppliers (itemized)
- Proof of payment (cancelled checks, credit card statements, bank records)
- Receipts for all expenses
- Delivery receipts/confirmation (for material deliveries to Northwest Fields)
- Progress photos (recommended)
- Written approval from Whatcom County Parks Director (REQUIRED for ALL IMPROVEMENTS of Category 1 AND Category 2 (Bennett Knox BKnox@co.whatcom.wa.us))**
- Written Notice to Proceed from County's Contract Administrator (**REQUIRED** to release any funds/begin any work associated with Phase 2 as described in Exh. A and Exh.B)

SECTION 4: REQUIRED CERTIFICATIONS

By signing below, the authorized representative of Ferndale Youth Sports certifies the following:

CERTIFICATION 1: EXPENSE ELIGIBILITY

I certify that all expenses listed on this reimbursement request:

- (a) Were incurred during the contract period (January 1, 2026 – December 31, 2027);
- (b) Are for materials, supplies, equipment, or delivery costs only, as authorized under Exhibit A;
- (c) Were actually paid by Ferndale Youth Sports prior to this reimbursement request;
- (d) Are supported by attached documentation as required by the contract; and
- (e) Have not been previously submitted for reimbursement under this or any other grant.

CERTIFICATION 2: VOLUNTEER LABOR COMPLIANCE (RCW 35.21.278)

I certify that, for all work associated with the expenses claimed in this reimbursement request:

- (a) **NO PAID LABOR was used for installation or construction work** funded by this grant;
- (b) All installation and construction labor was performed by **volunteers from Ferndale Youth Sports**;
- (c) No portion of this reimbursement request includes wages, salaries, labor costs, or professional service fees of any kind; and
- (d) If Ferndale Youth Sports elected to use any paid labor using its own separate funds (not grant funds), Ferndale Youth Sports has complied with all applicable prevailing wage requirements under RCW 39.12.

I understand that this grant is authorized under RCW 35.21.278, which permits the County to contract with community service organizations for park improvements when volunteer labor is provided, and that false certification may result in grant termination and repayment obligations.

CERTIFICATION 3: CATEGORY 2 AUTHORIZATION (If Applicable)

If this invoice includes Category 2 (Supplemental Improvements) expenses:

- (a) I certify that Ferndale Youth Sports received written Notice to Proceed from Whatcom County Administration prior to incurring any Category 2 expenses; and
- (b) A copy of the written Notice to Proceed is attached to this reimbursement request.

This invoice does NOT include Category 2 expenses (check if applicable)

CERTIFICATION 4: ACCURACY AND COMPLIANCE

I certify under penalty of perjury under the laws of the State of Washington that the information provided in this reimbursement request is true, complete, and accurate to the best of my knowledge; that all attached documentation is authentic; and that Ferndale Youth Sports has complied with all terms and conditions of Contract #202512060.

SECTION 5: AUTHORIZED SIGNATURE

Signature of Authorized Representative

Date

Printed Name

Title

SUBMISSION INSTRUCTIONS

Submit completed reimbursement requests with all required documentation to:

Email: AReynold@co.whatcom.wa.us **AND** JLogan@co.whatcom.wa.us

Incomplete invoices will be returned for correction. Payment will be processed within 30 days of receipt of complete documentation.

FINAL PROJECT COMPLETION CERTIFICATION

(To be completed with final reimbursement request only)

PROJECT COMPLETION CERTIFICATION

By signing below, the authorized representative of Ferndale Youth Sports certifies that:

1. All capital improvements funded by Contract #202512060 have been satisfactorily completed in accordance with the scope of work described in Exhibit A;
2. All installation and construction work was performed by Ferndale Youth Sports volunteers, and no paid labor was used for any grant-funded work throughout the project;
3. All improvements have been completed on County-owned property and are the property of Whatcom County;
4. Ferndale Youth Sports has complied with all terms and conditions of the grant agreement, including insurance, indemnification, and reporting requirements;
5. A Letter of Acceptance from the Whatcom County Parks Director (or designee) confirming satisfactory completion is attached to this final reimbursement request; and
6. The Final Project Report required by Exhibit C will be submitted within 30 days of the contract year end.

Signature of Authorized Representative

Date

Printed Name and Title

FOR COUNTY USE ONLY - PARKS DEPARTMENT ACCEPTANCE

I confirm that the capital improvements have been satisfactorily completed and meet the maintenance and safety standards required by the lease agreement.

Parks Director/Designee: _____ Date: _____

EXHIBIT E

WHATCOM COUNTY

311 Grand Avenue, Suite 108 • Bellingham, WA 98225

NOTICE TO PROCEED

Date: [Date]

To: Ferndale Youth Sports

Re: Contract No. 202512060 – Northwest Fields Renovation

You are hereby authorized to proceed with work under the above-referenced Agreement. This Notice to Proceed is issued pursuant to the terms and conditions of the executed Contract. **See Exhibits A and B of contract 202512060.**

Notice to Proceed Date:	[Date]
Project Completion Deadline:	[Date per Contract]

Questions regarding this project should be directed to Jake Logan, Administrative Services Coordinator, at (360)778-5211, JLogan@co.whatcom.wa.us

WHATCOM COUNTY

Jake Logan, Administrative Services Coordination Executive's Office	Date

cc: Contract File, Parks Department

This form is separate from and in addition to the authority the Whatcom County Parks Director has to approve individual improvements. See Exhibit 7 of Contract of Contract 202506021 (Exhibit G, Page 25 of this contract)

EXHIBIT "F"

Insurance Requirements

1. Insurance Coverage Requirements

Notwithstanding any insurance limits set forth in the General Conditions of this Agreement, the Contractor shall maintain insurance coverage for the duration of this contract consistent with the terms and limits established in the underlying Lease Agreement between Whatcom County and Ferndale Youth Sports (Contract #202506021).

(See Page 3 of Exhibit G (page 29 of this document) for such requirements in detail)

**LEASE BETWEEN
WHATCOM COUNTY
AND FERNDAL YOUTH SPORTS**

THIS LEASE is made and entered into this day of 6/30/2025 2025, by and between **WHATCOM COUNTY (LESSOR)**, a municipal corporation organized under the laws of the State of Washington, hereinafter "County", and **FERNDAL YOUTH SPORTS (LESSEE)** a Washington non-profit corporation, hereinafter "FYS".

RECITALS:

- A. The County entered into an initial Boys and Girls Club of Whatcom County Lease on the 12th day of November, 1993, for the development of baseball fields, located at 5238 Northwest Drive, Bellingham, WA.
- B. Following a multi-year period of disuse, with the mutual agreement of the Boys and Girls Club the County exercised its rights to void the existing lease agreement with the Boys and Girls Club on April 21, 2025.
- C. The County seeks to enter into a new agreement with FYS to provide recreational youth baseball facilities which will benefit the public by fulfilling a park-like function, thereby reducing demands on the County's budget.
- D. FYS has committed to the County that it desires to lease the existing fields and infrastructure to provide youth baseball and softball and that it has the financial resources to maintain the existing infrastructure and rehabilitate the existing playing surfaces.
- E. RCW 35.59.080 authorizes the County to lease its land for public safety facilities, playfields, outdoor sports and recreation facilities, for such fees, charges and other consideration as the legislative body deems appropriate.
- F. Whatcom Sports & Recreation ("WSR"), a Washington non-profit corporation, leases from the County real property to the east of the Leased Premises subject to this agreement.
- G. As part of a lease agreement, FYS shares certain infrastructure with WSR.
- H. Shared infrastructure is shown on the map attached as Exhibits "C-1 and C-2".

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the parties agree as follows:

- 1. **Leased Premises:** The County, in consideration of the promises hereinafter provided and the covenants and agreements hereinafter contained, hereby demise, let and lease unto FYS the real property described in Exhibit A ("Leased Premises"). A depiction of the leased premises is attached as Exhibit B.

The Leased Premises are subject to the following reservations:

- a. WSR's right to use, maintain, repair and replace the waterline from City of Ferndale for domestic water service.
- b. WSR's non-exclusive right to use for parking, ingress and egress over a portion of the Leased Premises developed as parking and road and shown as Common Access Road and Parking and Common Parking on Exhibit "C-1".
- c. The right for WSR to operate the irrigation system that includes the existing well and water lines for transmission of water to and from the irrigation pond identified on Exhibit "C-2", including reasonable access for maintaining, repairing and upgrading of the irrigation system.
- d. The right for WSR to remove from service and demolish (at its own expense) the backstop associated with a no-longer used baseball field in the southwest corner of the leased premises.
- e. A non-exclusive right reserved by Whatcom County for the purpose of using parking constructed on the Leased Premises as overflow parking during business hours.
- f. The right reserved by Whatcom County and granted to the WSR over the northwest corner of the Leased Premises upon which an access road from Northwest Avenue has been constructed.

- g. The right of Whatcom County to install and operate general utilities anywhere on the Leased Premises for the purpose of maintaining existing underground utilities and for adding additional underground utilities as the County deems appropriate.
 - h. Those rights reserved by the County in Sections 7, 15, 18 and 21.
2. Term: The term of this Lease shall be for a period of twenty-five (25) years, commencing on the 1st of July, 2025, and ending at midnight on the 30st day of June, 2050.
 3. Rent: Rent for the leased premises shall be a nominal \$1 (one dollar) per year payable by June 30 of each year. The additional consideration received by the County shall be the improvements to the Leased Premises and the use of the Leased Premises, which fulfills a public need and purpose.
 4. Acceptance of Premises: FYS acknowledges that the Leased Premises have been examined to FYS's satisfaction and FYS accepts the Leased Premises in their present condition and AS IS.
 5. Administration: This Lease shall be administrated by the director of the Whatcom County Park Department ("Director"). The Director is authorized to administer this Lease and deal with all issues related hereto, including the granting of the necessary approvals contemplated by this Lease; provided, this Lease may only be amended in the same manner that it was originally executed. All actions taken by Director as the County's agent for administering this agreement shall be subject to the approval of the Whatcom County Executive.
 6. Use: FYS shall use the Leased Premises only for youth baseball and other youth athletic activities, concession sales, and other incidental and related activities. The parties agree that FYS shall have the primary use of the Leased Premises for that purpose; provided the Director may allow other uses and activities on all or a portion of the Leased Premises during those times that the Leased Premises are not scheduled for use by FYS. If such use is not detrimental or damaging to the turf, or other facilities located on the Leased Premises.
 7. Improvements: FYS shall make no alterations, improvements, repairs or do any development to the Leased Premises without the prior written consent of the Director. FYS shall pay for all costs to repair damages to the Leased Premises and improvements thereto incurred during Club's use of the Leased Premises. FYS shall return the Leased Premises to the County with all improvements in an adequate condition upon termination or expiration of this Lease. FYS agrees to secure the necessary permits required for construction of improvements on the Leased Premises and refurbishment of playing surfaces. The County reserves the right to require any fixtures or improvements to be deeded to the County upon expiration or termination of this Lease. FYS shall pay all costs and expenses for work done and materials used for the construction of improvements or installation of equipment. FYS shall keep the Leased Premises free and clear of all mechanics or material liens, or other liens on account of any work done for FYS on the Leased Premises.
 8. Maintenance: FYS shall be solely responsible for maintenance of the Leased Premises. FYS agrees that the County shall not have responsibility for maintenance of any kind. FYS shall, at its own cost and expense, maintain the Leased Premises in good condition and repair, including, but not limited to, proper upkeep of the turf, dugouts, bleachers, fencing, field markings, and other related facilities. FYS shall ensure that the Premises are maintained in a safe and usable condition consistent with standards generally accepted for similar facilities.
 9. Operating Costs: FYS shall pay all costs of operation of the Leased Premises, including but not limited to, electricity, water, gas, sewer and garbage.
 10. Concession: FYS is authorized to operate concessions on the Leased Premises for the sale of food, food items, apparel and other youth sports related items; provided, such concession shall only be open during events scheduled on the Leased Premises. FYS shall be responsible for acquiring all necessary permits, approvals, and

licenses for such concession operations.

- 11. **Insurance:** FYS shall, at its own expense, obtain and continuously maintain the following insurance coverage. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the County) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified herein or the coverage limits provided or available under the policies maintained by FYS without regard to this lease, whichever are greater:

Commercial General Liability and Public Liability
 Property Damage - \$500,000.00 - per occurrence
 General Liability & bodily injury- \$2,000,000.00 – per occurrence
 \$4,000,000 - Minimum, Annual Aggregate

Business Automobile Liability
 \$2,000,000 Minimum, per occurrence
 \$4,000,000 Minimum, Annual Aggregate

FYS shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$2,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

FYS must provide to the County a Certificate of Liability Insurance with Endorsements on the CGL, Public Liability and auto policy. The Certificate of Liability and Endorsements shall name the County, employees, officers, agents, officials and volunteers as named Additional Insureds. FYS’s insurance shall be considered primary and shall waive all rights of subrogation. The County insurance shall be non-contributory. The CGL policy shall be an occurrence basis. All Club’s subcontractors’ and vendors’ providing services and performing work on the Leased Premises shall have policies of insurance that shall also name the County as an additional named insured with endorsements, provide primary insurance coverage, waiver of subrogation and the County’s insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participate in by the County shall be excess. All Contractor’s and subcontractors’ liability insurance policies must be endorsed to show this primary coverage.

FYS agrees FYS’s insurance obligation shall survive the completion or termination of this lease for a minimum period of three years. Failure by FYS to provide insurance as required shall be considered a material breach of this Lease.

Due to the length of this Lease, the parties agree to periodically review the insurance limits to determine if they are adequate. If the County deems such insurance limits not to be adequate, then FYS, upon request from the County shall raise such insurance limits to adequate amounts.

The insurance policy covering liability for the Leased Premises and concession sales shall be a comprehensive general liability policy with the above policy limits, and, in addition shall include coverage for merchandise sold by FYS through its facilities.

The policy of insurance shall have a thirty (30) day cancellation notice in the event of termination, or material modification of coverage, which notice shall be provided to the County.

Failure by the County to review or reject the Insurance Certificate and/or Endorsement does not constitute a waiver of FYS’s duty and obligation to obtain the Insurance and Endorsements required in this Lease, nor does it

constitute an acceptance by the County of the Insurance and Endorsements provided.

12. Taxes and Fees: FYS shall pay all licenses, excise taxes, permits, and fees applicable to its operation and the Leased Premises. FYS shall be responsible for securing necessary permits and licenses imposed by applicable local, state or federal law with respect to FYS's employees or FYS's property or activities on the Leased Premises.
13. Indemnification: FYS covenants and agrees to indemnify, hold harmless and defend County, its departments, employees, officers, agents, officials and volunteers, from and against all claims, losses and damages for personal injury or death, or damage to property occurring on or within the Leased Premises, arising out of FYS's use and occupancy of the Leased Premises, excepting any damage or loss caused by the sole negligence of County or solely by County's failure to perform its obligations hereunder.

FYS specifically and expressly waives any indemnity created under the Washington Industrial Insurance Act, Title 51 RCW, or similar laws of other jurisdictions and by its signature below acknowledges that this waiver was mutually negotiated and agreed to by the parties.

14. Assignment and Subletting: FYS shall not sublet the Leased Premises or any part thereof, or assign this Lease without the prior written consent of the County, which consent shall not be unreasonably withheld. Any such assignment or subletting, or attempt to assign or sublet without such consent shall result in an immediate forfeiture of FYS's interest in and to this Lease, as provided herein.
15. Entry onto Premises by County: The County reserves the right to enter onto the Leased Premises at reasonable times to inspect them, or make modifications and FYS shall permit the County to do so.
16. Independent Contractor: It is hereby understood, agreed and declared that FYS or any sublessee, is an independent contractor and not the agent or employee of the County and that no liability shall attach to the County by reason of entering into this Lease, except as may be expressly provided herein.
17. Oil and Mineral Rights: The County hereby expressly saves, accepts, and reserves out of the Lease hereby made, unto itself, its successors, and assigns, forever, all oils, gases, coals, ores, minerals, gravel, timber, and fossils of every name, kind, or description, and which may be in or upon said lands above-described; or any part thereof, and the right to explore the same for such oils, gases, coals, ores, minerals, gravel, timber and fossils, and it also hereby expressly saves and reserves out of lease hereby made, unto itself, its successors, and assigns, forever, the right to enter by itself, its agents, attorneys, and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of opening, developing, and working mines thereon, and taking out and removing therefrom all such oils, gases, coals, ores, minerals, gravel, timber and fossils, and to that end it further expressly reserves out of this Lease, unto itself, its successors, and assigns, forever, the right by it or its agents, servants, and attorneys at any and all times to erect, construct, maintain, and use all such buildings, machinery, roads and railroads, sink such shafts, remove such oil, and to remain on said lands or any part thereof, for the business of mining and to occupy as much of said lands as may be necessary or convenient for the successful prosecution of such mining business, hereby expressly reserving to itself, its successors, and assigns, as aforesaid, generally, all rights and powers in, to and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and the rights hereby expressly reserved.
18. Termination and Remedies of County for Breach by FYS: The County shall have the right to terminate this Lease upon breach of this Lease by FYS, or any sublessee of FYS, upon giving sixty (60) days written notice of termination to FYS. The written notice shall specify the reason for termination and FYS shall be given a reasonable time to cure the breach described in such notice. These remedies shall be in addition to any other remedies available to the County.

In the event the Leased Premises are necessary for the County to fulfill a County purpose, as determined solely by the County, then the County may terminate this Lease as to all or that portion of the Leased Premises required to fulfill such County purpose. Whatcom County agrees to reimburse FYS for any damages incurred in the event this Lease as to all or a portion of the Leased Premises is terminated by the County without cause. Damages shall be limited to reimbursement of monies expended on the Leased Premises.

19. Conditional Use Permits: FYS agrees to comply with the terms of Conditional Use Permit issued by Whatcom County for development of the Leased Premises.

20. Modification: No change or addition to this Lease shall be valid or binding upon either party unless such change or addition be in writing, executed by the parties and approved by the Whatcom County Council.

21. Cooperation: FYS agrees to cooperate with WSR and to the extent practical, share facilities to facilitate both the programs provided by FYS and the programs offered by WSR. If the Director deems it appropriate, he may direct FYS to share space with WSR provided, the programs established by FYS are not impaired. In the event disputes arise between FYS and WSR, such disputes shall be resolved by the Director. The Director's decision shall be final.

Miscellaneous:

Time of the Essence: Time is of the essence in the performance of this Lease.

Entire Agreement: There are no other verbal or written agreements which modify or affect this Lease.

Benefit: The provisions in this Lease shall inure to the benefit of and be binding upon the successors, assigns and personal representatives of the parties hereto.

Notices: All notices or demands to be given by each party to the other under this Lease and all sums to be paid by each party shall be deposited in the United States mails, postage prepaid, by certified or registered mail, return receipt requested, and addressed as follows:

FERNDALE YOUTH SPORTS:

FYS
ATTN: Jake Locker
PO Box 361, Ferndale, WA 98248
Phone: 360.223.4866
Email: Jakelocker510@gmail.com

COUNTY:

Whatcom County Parks & Recreation Department
ATTN: Director
3373 Mt. Baker Highway Bellingham, WA 98226
Phone: 360.778.5850
Email: parks@co.whatcom.wa.us

Notices and demands sent by mail shall be deemed to have been given and delivered when properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

Execution of Documents: The parties agree to execute any documents which may be necessary, appropriate or convenient to carry out the intent of the transaction contemplated by this Lease.

Attorney's Fees: In the event either the County or FYS shall institute suit to enforce any rights hereunder, the successful party shall be entitled to court costs and reasonable attorney's fees against the losing party.

Survival: All of the terms and covenants in this Lease shall survive the closing and delivery of any deed

Severability: If any provision of this Lease is deemed void or unenforceable by the action of a court of law, such provision shall be severable and not affect the balance of this Lease, which shall remain in full force and effect

Applicable Law: This Lease shall be construed, interpreted and enforced pursuant to the laws of the State of Washington, and the parties agree that the Superior Court of Whatcom County shall be the appropriate venue of any suit or proceeding brought with respect to this Lease or the Leased Premises.

Waiver: Waiver of any breach or condition of this lease shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this lease shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto. The failure of the County to insist upon strict performance of any of the terms of this lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other terms, but the same shall be and remain in full force and effect.

Disputes: Any claim, dispute or controversy between the parties under, arising out of, or related to this Lease or otherwise, including issues of specific performance, shall be determined by arbitration in Bellingham, Washington, under the applicable American Arbitration Association (AAA) rules in effect on the date hereof. There shall be one arbitrator selected by the parties within ten (10) days of the arbitration demand, or if not, by the AAA or any other group having similar credentials. Any issue about whether a claim is covered by this Agreement shall be determined by the arbitrator. The arbitrator shall apply substantive law and may award injunctive relief, equitable relief (including specific performance), or any other remedy available from a judge, but shall not have the power to award punitive damages. Each party shall pay its own costs of arbitration including attorneys' fees. The arbitrator's fee and any administrative expenses imposed by the arbitrator shall be shared equally by the parties. The decision of the arbitrator shall be final and binding and an order confirming the award or judgment upon the award may be entered in any court having jurisdiction. The parties agree that the decision of the arbitrator shall be the sole and exclusive remedy between them regarding any dispute presented or pled before the arbitrator. At the request of either party made not later than forty-five (45) days after the arbitration demand, the parties agree to submit the dispute to nonbinding mediation, which shall not delay the arbitration hearing date; provided, that either party may decline to mediate and proceed with arbitration.

IN WITNESS WHEREOF, the parties have signed this Agreement the date above first written.

Ferndale Youth Sports Lease

Page 6 of 10

Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and to bind the party thereto.

FERNDAL YOUTH SPORTS

Signed by:
By Stefani Erickson 6/27/2025
68A3A2A1A4FE4D9...
Stefani Erickson, President

Executed as of the date first written above.

WHATCOM COUNTY

DocuSigned by:
Satpal Sidhu 6/30/2025
1192C7C18B664E3...
Satpal Sidhu, County Executive

WHATCOM COUNTY PARKS & RECREATION


Bennett Knox, Director

APPROVED AS TO FORM:

Brandon Waldron (via e-mail 6/12/2025)
Deputy Prosecuting Attorney

EXHIBIT "A"

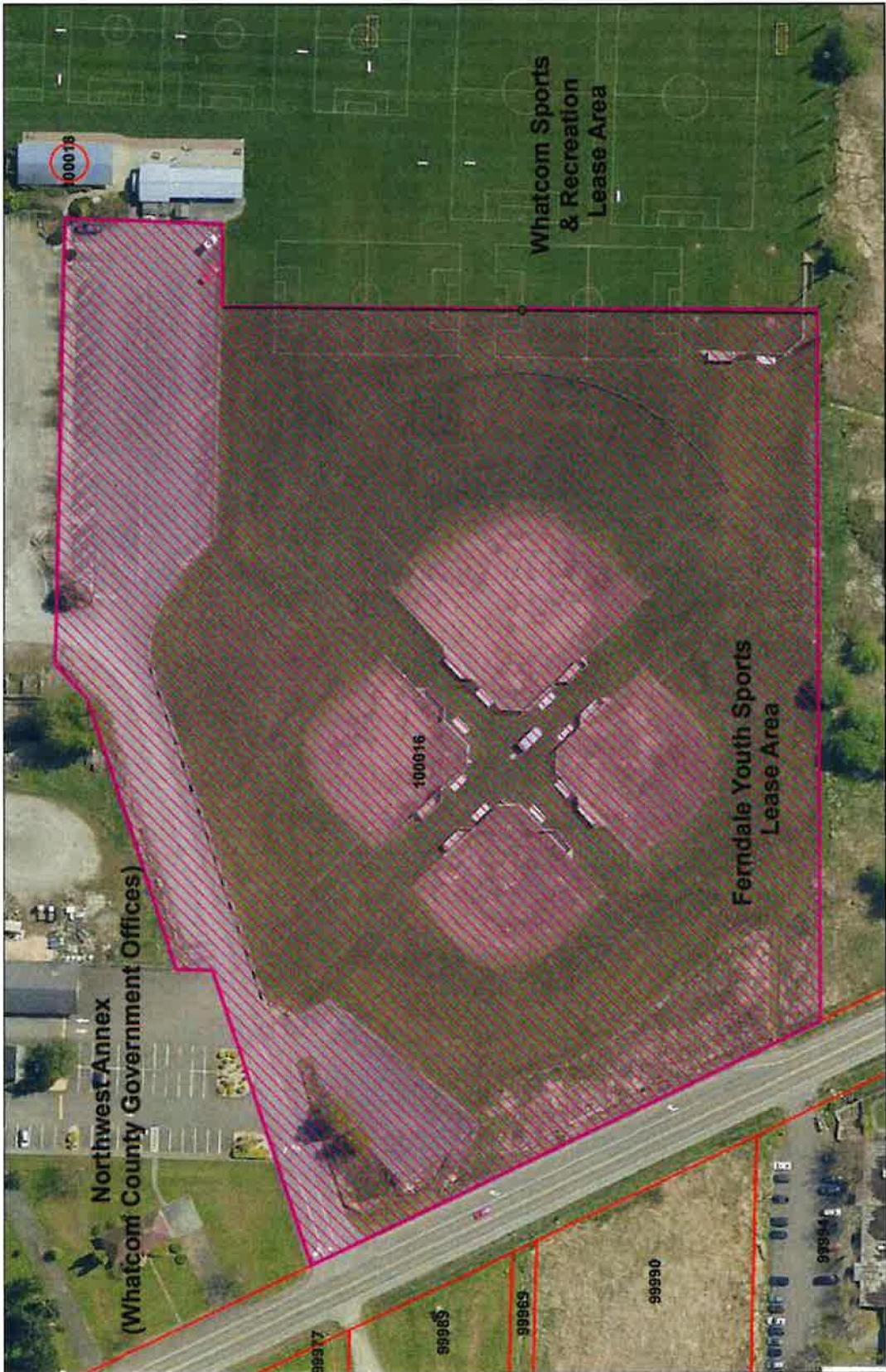
A PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 2 EAST OF W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 34; THENCE NORTH 89 DEGREES 32' 55" WEST ALONG THE NORTH LINE OF SAID SECTION 34, 1526.63 FEET; THENCE SOUTH 00 DEGREES 47' 10" EAST, 30.01 FEET TO THE SOUTHERLY MARGIN OF WEST SMITH ROAD (COUNTY ROAD NO. 103); THENCE CONTINUING SOUTH 00 DEGREES 47' 10" EAST, 318.17 FEET; THENCE NORTH 89 DEGREES 41' 59" WEST, 10.80 FEET TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTH 89 DEGREES 41' 59" WEST 389.96 FEET; THENCE SOUTH 00 DEGREES 53'34" WEST, 30.24 FEET; THENCE SOUTH 71 DEGREES 02' 03" WEST, 222.33 FEET; THENCE SOUTH 01 DEGREE 04' 02" WEST, 26.54 FEET; THENCE SOUTH 78 DEGREES 21' 55" WEST, 66.88 FEET; THENCE SOUTH 67 DEGREES 55' 18" WEST, 185.43 FEET ALONG THE WESTERLY MARGIN OF NORTHWEST AVENUE (COUNTY ROAD NO. 43); THENCE SOUTH 26 DEGREES 39' 00" EAST, 453.09 FEET; THENCE NORTH 89 DEGREES 42' 30" EAST, 632.09 FEET; THENCE NORTH 00 DEGREES 18' 01" EAST, 611.93 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 9.7 ACRES, PLUS OR MINUS

SITUATE IN WHATCOM COUNTY WASHINGTON

EXHIBIT "B"



Legend

-  FYS Lease Area
-  Tax Parcel with Property ID

Ferndale Youth Sports Lease Area

EXHIBIT "C-1"

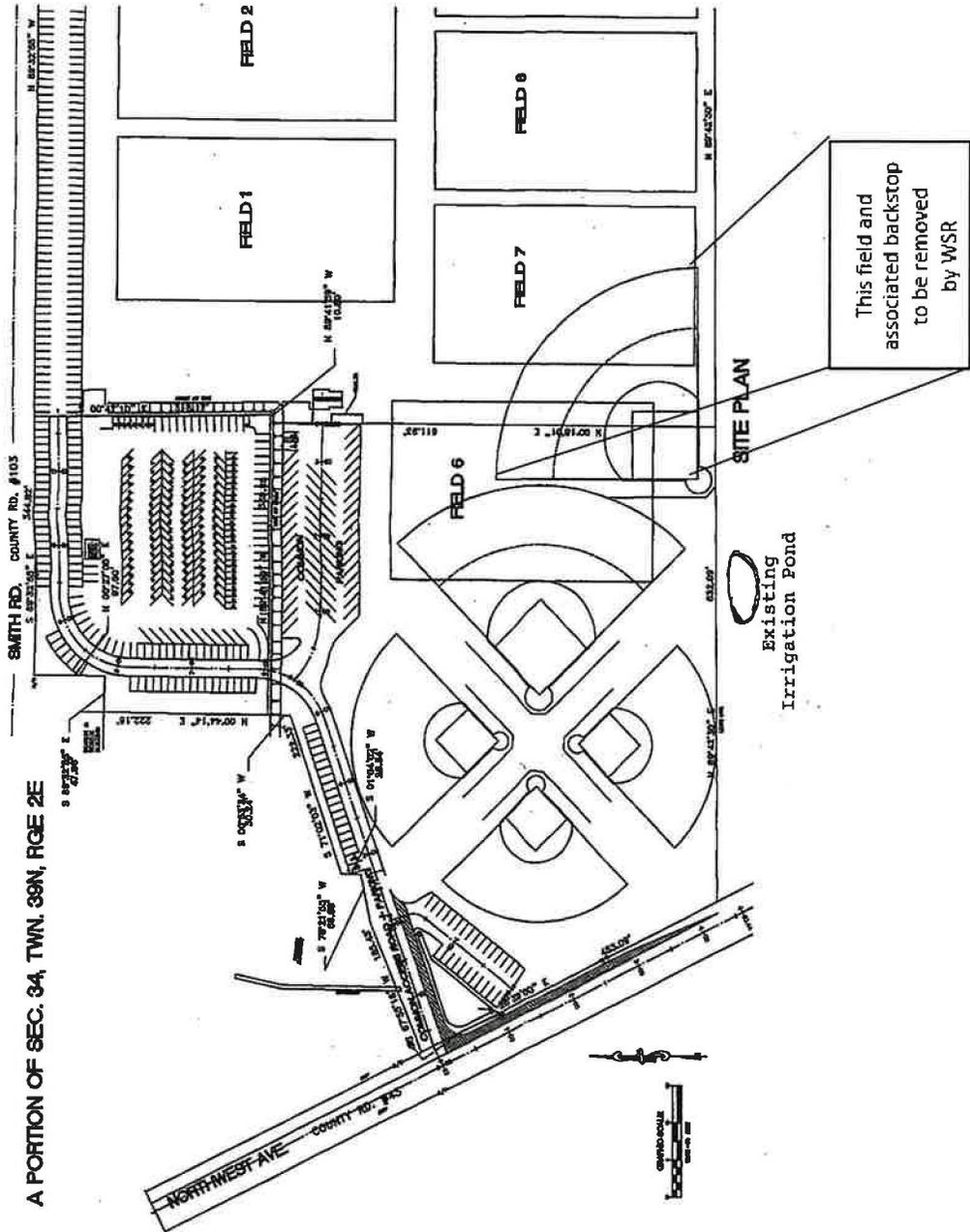


EXHIBIT "C-2"

