

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

Originating Department:	Sheriff's Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	35 Sheriff's Office / 3520 Bureau of LE & Investigations / 352020 Patrol and Overtime
Contract or Grant Administrator:	Jeff Parks, Undersheriff
Contractor's / Agency Name:	Meridian School District

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 #: _____

Does contract require Council Approval? Yes No If No, include WCC: _____
 Already approved? Council Approved Date: _____ (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): _____ CFDA#: _____

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

Is this contract the result of a RFP or Bid process? Contract _____
 Yes No If yes, RFP and Bid number(s): _____ 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.
 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): \$ <u>59,977</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ <u>59,977</u>	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , 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.
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Summary of Scope: Five (5) year lease agreement with Meridian School District for Sheriff's Office sub-station located at 194 W. Laurel Road, Bellingham, WA. Contract amount includes rent and utilities for the sub-station.

Term of Contract: 7/1/19	Expiration Date: 6/30/24
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Contract Routing:	1. Prepared by: <u>J. Korn</u>	Date: <u>4/18/19</u>
	2. Attorney signoff: _____	Date: _____
	3. AS Finance reviewed: _____	Date: _____
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

**Meridian School District – Whatcom County Sheriff’s Office
Sub-Station Lease**

THIS SUB-STATION LEASE ("Lease") is entered into this 1st day of July 2019 between Meridian School District ("Lessor") and **WHATCOM COUNTY** for the **WHATCOM COUNTY SHERIFF’S OFFICE** ("Lessee").

WHEREAS, pursuant to RCW 28A.335.040 and Lessor’s Policy 6112 Lessor’s board of directors may permit the rental, lease or occasional use of real property;

WHEREAS, Lessee is a government agency responsible for public safety;

WHEREAS, Lessee desires to lease a double portable building located on the school premises at 194 W. Laurel Rd, Bellingham, WA 98226 (Meridian High School).

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth the parties agree as follows:

1. Description of Leased Premises. The Lessor hereby leases to the Lessee:

1.1 **Building Description.** The exclusive use of the double portable building on the premises as described above.

1.2 **Security.** Lessee shall have secure access to the building with County-provided locks and key systems in order to meet security requirements for State/Federal data information systems and equipment (CJIS). This will be provided by the Lessee.

1.3 **Parking.** The Lessor shall provide a delineated area described in section 4.1 for the parking of Sheriff’s Office and their visitors vehicles.

2. Term. The term of this Lease shall be five (5) years, commencing on July 1, 2019 and terminating on June 30, 2024, unless sooner terminated hereunder.

2.1 **Renewal.** The parties shall, at the request of either party, meet no later than sixty (60) days prior to the expiration of the Lease to discuss the terms and conditions of a renewal, or extension if any.

3. Rent and Utilities. Lessee shall pay to the Lessor annual rent for the above described premises. The rent for the first (6) months of the Lease shall be five thousand five hundred sixty five dollars (\$5,565.00) (refer to section 3.1 for payment schedule). It is noted that this Lessee is exempt from Washington State Leasehold Excise Tax.

3.1 **Annual Increase.** The rent shall increase annually at the rate of three percent (3%) per annum (rounded to the nearest dollar) as follows:

Year 2019 (six months)	\$5,565.00
Year 2020	\$11,464.00
Year 2021	\$11,808.00
Year 2022	\$12,162.00
Year 2023	\$12,527.00
Year 2024 (six months)	\$6,451.00

3.3 Utilities and Services. Included in the rent noted above, the Lessor shall provide for the continuance of existing utilities and services for the Leased premises:

3.4 Utilities. Lessee shall be responsible for the payment of all utilities or services for which it contracts directly with the provider, including long distance telephone and/or cable television. The Lessee shall defend and hold harmless the Lessor from any and all such charges or disputes arising from the use or provision of such utilities or services.

3.5 Payment of Rent. Monthly rent (divided equally over twelve (12) months - refer to section in 3.1 for the annual total rent) shall be paid by lessee within 30 days of receipt of invoice from lessor. Alternatively, quarterly or semi-annual payments may be made upon mutual agreement of the parties.

4. Use of Building. Lessee shall use the building and areas within for offices for its staff; as a base of operation for its Traffic Division; for training and meetings; and during emergencies; and for no other use without the prior written permission of the Lessor. At no time shall Lessee knowingly bring individuals in police custody or individuals suspected of criminal activity to the building or to the school premises where the school building is located without the express written permission of the Lessor's superintendent.

4.1 Parking Designated By Lessor. Lessee's employees, guests and invitees shall park in the non-exclusive area designated by the Lessor on Exhibit "A" during business hours (7:30 a.m. – 4:30 p.m. Monday – Friday). All other parking areas may be used as available during non-business hours. During home football games, the Lessee agrees to allow parking by the public in the designated parking area. The Lessor reserves the right to designate alternate parking areas from time-to-time.

4.2 District Policies. Lessee agrees that all personnel of Lessee who are on School District Property will observe the Lessor's policies as they pertain to the use of School District facilities, including the prohibition on the use of all tobacco products in compliance with RCW 28A.210.310 and Lessor's Policy 4215 and the prohibition on the possession of alcohol or controlled substances on school premises.

5. Improvements By Lessee. Subject to obtaining written approval from Lessor, Lessee may make and install in the Office Area, at its own expense, such improvements as are normal and customary in connection with the activity described in Section 4. Lessee's contractor, if any, shall be subject to Lessor's approval, which will not be unreasonably withheld. Lessor reserves the right to condition its approval upon the Lessee providing satisfactory payment and/or performance bonds. Lessee shall submit plans to and obtain written approval from Lessor before commencing any improvements (excluding installation of audio / visual / technology equipment in the offices). All improvements by Lessee shall conform to the requirements of the Americans with Disabilities Act, 42 USC 12111 et seq. and the Washington Law Against Discrimination, chapter 49.60 RCW.

5.1 Disposition of Improvements at End of Lease. Lessee shall have the right to remove all equipment, personal property and minor improvements, which may have been installed during the period of this Lease providing that the same are removed before the Lease is terminated. Any improvements not removed by the conclusion of the Lease shall, at Lessor's option, revert to Lessor. The facility shall be restored by Lessee to conditions prevailing at the time of initiation of the Lease, normal wear excepted.

5.2 Removal of Property. If Lessee fails to remove any of its personal property from the premises at the termination of this Lease, or when Lessor has the right of re-entry, Lessor may, at its option, remove and store said property without liability for loss thereof or damage thereto, such storage to be for the account and at the expense of Lessee. If Lessee fails to pay the storage costs after thirty (30) days or more, Lessor may, at its option, sell any or all of such property at public or private sale, in such manner and at such times and places as Lessor, in its sole discretion, may deem appropriate, without notice to Lessee, and shall apply the proceeds of the sale first to the costs of the sale, including attorney's fees, second to the storage costs, third to the payment of any amounts then or thereafter due to Lessor from Lessee under this Lease. The balance, if any, shall be returned to Lessee.

6. Condition of Property. Lessee accepts the facility "as is" without further maintenance liability on the part of the Lessor, except as stated herein. Lessee is not relying upon any representations of Lessor as to the condition or usability, except Lessor's right to grant a lease of the property.

6.1 Lessor's Maintenance. Lessor shall be responsible for the roof, exterior walls, exterior doors, mechanical, electrical and plumbing systems except when damage is caused by the Lessee, in which case the Lessee shall repair and restore the same.

6.2 Lessee's Maintenance. Lessee shall be responsible for the routine maintenance of the interior areas and to reimburse the Lessor for the cost of repair and to restore man made damage (accidental or otherwise) caused by Lessee or anyone on the Premises as a result of Lessee's activities. The reimbursement shall be due thirty (30) days after Lessor presents an invoice to Lessee for the actual cost of the repairs or restoration.

7. Lessee's Property. The parties hereto agree that the Lessor shall not be responsible to the Lessee for any property loss or damage done to the Lessee's property, whether real, personal or mixed, occasioned by reason of any fire, storm or other casualty whatsoever. It shall be the Lessee's responsibility to provide its own protection against casualty losses of whatsoever kind or nature, regardless of whether or not such loss is occasioned by the acts or omissions of the Lessor, Lessee, third party or act of nature.

8. Insurance. The Lessee is a self-insured government agency and therefore shall not be required to obtain insurance. However, as a self-insured entity, Lessee shall undertake the defense of the Lessor and indemnify the Lessor to a maximum amount of One Million Dollars (\$1,000,000) per incident/occurrence to the same extent as Lessor would have been afforded defense and indemnification had Lessee obtained and maintained a commercial general liability insurance policy in the amount of One Million Dollars (\$1,000,000) and named the Lessor as an additional insured therein. If Lessee becomes insured for liability, it will name the Lessor as an additional insured under such policy. Lessee shall provide evidence of such self-insurance. The insurance coverage and liability exposure of Lessee is subject to the Indemnification and Hold Harmless provision set forth in this Lease.

9. Lessee Will Obtain Permits. Lessee agrees to obtain and comply with all necessary permits for any leasehold improvement. If Lessee fails to obtain and comply with such permits, then Lessee accepts full responsibility for any and all costs incurred by Lessor, including actual attorneys' fees. In this way, Lessee agrees to hold harmless Lessor from any liability and to fully reimburse expenses of Lessor for Lessee's failure to fully comply with any necessary permit process and requirements.

10. Liens. Lessee agrees to keep the Leased premises described herein free and clear of all liens and charges whatsoever. Lessee shall not allow any materialmen's, mechanic's or other liens to be placed upon the Leased premises. If such a lien is placed of record, Lessee shall cause it to be discharged of record, at its own expense, within ten (10) days of Lessor's demand. Failure to comply with Lessor's demand within ten (10) days shall be a default under the terms of this Lease.

11. Indemnification and Hold Harmless.

The Lessee agrees that it will protect, save, defend, hold harmless and indemnify the Lessor, its officers, employees and agents from any and all demands, claims, judgments, or liability for loss or damage arising as a result of accidents, injuries or other occurrences, occasioned by either the negligent or willful conduct of the Lessee, its agents or any person or entity holding under the Lessee or any person or entity at the Leased premises as a result of Lessee's activity, regardless of who the injured party may be unless the Lessor is solely negligent or otherwise liable. However, In the event of any concurrent act or omission of the Parties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each Party's comparative liability.

11.1 Environmental Indemnification. Lessee shall indemnify and hold Lessor harmless from any and all claims, demands, judgments, orders or damages resulting from the release of hazardous substances at the premises, caused in whole or in part by the activity of the Lessee, its agents, or any other person or entity at the Leased premises as a result of Lessee's activity. The term "hazardous substances," as used herein, shall mean any substance heretofore or hereafter designated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Sec 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. Sec. 1257 et seq.; the Clean Air Act, 42 U.S.C. Sec. 2001 et seq.; the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 et seq.; or the Hazardous Waste Cleanup-Model Toxics Control Act, RCW 70.105D, all as amended and subject to all regulations promulgated thereunder. In the event of any concurrent act or omission of the Parties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each Party's comparative liability.

12. Laws and Regulations. Lessee agrees to conform to and abide by all lawful rules, codes, laws and regulations in connection with its use of the leased premises. The Lessee's obligations herein shall include, but in no way be limited to, the obligation to comply with all state and federal environmental laws and regulations. The Lessee covenants and agrees that it will indemnify and hold harmless the Lessor from any fine, penalty, or damage which may be imposed by any lawful authority, which may arise as a result of the Lessee's failure to comply with the obligations of this paragraph.

13. **Waste and Refuse.** Lessee agrees (i) not to allow conditions of waste and refuse to exist on or in the leased premises as a result of its activities, and is responsible to dispose of waste and recycling in a timely manner, (ii) to cooperate in keeping leased areas in a neat, clean, and orderly condition, and (iii) to be responsible for all damages caused to the premises by Lessee, its agents, or any third party or any person or entity at the premises as a result of Lessee's activity.

14. **Signs.** No external signs shall be installed on the building or grounds without the written permission of Lessor.

15. **Equal Opportunity.** Lessee agrees that in the conduct of activities at the leased premises, it will be an equal opportunity employer in accordance with Whatcom County Human Resources policies and Title VII of the 1964 Civil Rights Act and will comply with all requirements of the Americans with Disabilities Act of 1990 and the Washington Law Against Discrimination, chapter 49.60 RCW if any facilities modifications or improvements are made.

16. **Litigation.** In the event Lessor shall be made a party to any litigation (other than litigation between Lessor and Lessee concerning this Lease) commenced by or against Lessee, Lessee agrees to pay all costs, expert witness fees, and attorneys' fees, including all customary charges, incurred by Lessor in connection with such litigation. However, if Lessor is made a party defendant and Lessee undertakes the defense of the action on behalf of Lessor, then no obligation for costs and attorneys' fees will be chargeable against Lessee by Lessor for costs arising out of such undertaking. This provision shall not apply if within the lawsuit it is alleged that the Lessor is named because of some action the Lessor has or has not taken, or alleged or proven to be caused by an act or omission, negligent or otherwise, including a breach of duty, obligation or standard of care imposed by law.

16.1 **Litigation Between Lessor and Lessee.** Lessor and Lessee agree that in any litigation between them related to the Leased premises reasonable attorneys' fees and costs shall be awarded to the prevailing party.

17. **Assignment of Lease.** Lessee shall not assign, rent or sublease any portions of this Lease or any extension thereof, without the prior written consent of Lessor and no rights hereunder or in or to said Leased premises shall pass by operation of law or other judicial process.

18. **Termination.** Upon termination of this Lease or any extension thereof, whether by expiration of the stated term or sooner termination thereon as herein provided, Lessee shall surrender to Lessor the premises peaceably and quietly and in the same condition in which they existed prior to possession by Lessee, normal wear excepted (as in section 5.1 above).

18.1 **Early Termination By Lessee.** The Lessee may give notice of early termination of this Lease in writing to the Lessor within sixty (60) days written notice of intent to terminate the Lease.

18.2 **Early Termination By Lessor.** Should the Lessor determine, in its sole discretion, that it needs to recapture the leased premises for any school-related purpose, including the sale of the property, then Lessor may terminate this Lease upon sixty (60) days written notice.

19. **Default.** Failure to pay rent or utilities as provided herein shall constitute a default under

the terms of this Lease. If default in the payment of rent or utilities occurs then, at Lessor's sole option, upon ten (10) days' written notice, this Lease may be terminated and Lessor may enter upon and take possession of said property. This remedy is in addition to and is not exclusive of any other remedies provided either by this Lease or by law.

19.1 **Other Defaults.** If Lessee shall fail to perform any term or condition of this Lease, other than the payment of rent, then Lessor, upon providing Lessee thirty (30) days' written notice to correct such default, may terminate this Lease and enter upon and take possession of the property. This remedy is in addition to and is not exclusive of any other remedies provided either by this Lease or by law.

20. **Non-Waiver.** Neither the acceptance of rent by Lessor nor any other act or omission of Lessor or Lessee shall operate as a waiver of any past or future default, or to deprive a party of its right to terminate this Lease, or be construed to prevent a party from promptly exercising any other right or remedy it has under this Lease.

21. **Notices.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing addressed to the other party at the addresses as follows:

TO LESSOR: Meridian School District
ATTN:
J. Everett Superintendent
Name Job Title
214 W. Laurel Road
Bellingham, WA 98226
Phone: 360 398 7111

TO LESSEE: Whatcom County Sheriff
ATTN:

Name Job Title

311 Grand Ave
Bellingham, WA 98225
Phone:

or such address as may have been specified by notifying the other party of the change of address. Notice shall be deemed served on the date of actual delivery or the first attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested.

22. **Quiet Enjoyment.** Lessor acknowledges that it has ownership of the premises and that it has the legal authority to enter into this Lease. Lessor covenants that Lessee's right of occupancy shall not be disturbed during the term of this Lease so long as the terms are complied with by Lessee and subject to that clause in this Lease dealing with the right of Lessor to enter the premises when accompanied by Whatcom County Sheriff's Office personnel.

23. **Lessor May Enter Office Area.** It is agreed that the duly authorized officers or agents of Lessor may enter to view the interior areas upon reasonable notice to the Lessee when

accompanied by Whatcom County Sheriff's Office personnel or at any time in case of an emergency.

24. Interpretation. In any dispute between the parties, the language of this Lease shall in all cases be construed as a whole according to its fair meaning and not for or against either the Lessor or the Lessee. If any provision is found to be ambiguous, the language shall not be construed against either the Lessor or Lessee solely on the basis of which party drafted the provision. If any word, clause, sentence, or combination thereof for any reason is declared by a court of law or equity to be invalid or unenforceable against one party or the other, then such finding shall in no way affect the remaining provisions of this Lease.

25. Holding Over. If the Lessee remains in possession of the premises after the date of expiration of this Lease, with the written consent of the Lessor, it is hereby agreed and understood that until such time as a new agreement in writing shall be entered into between the parties thereto, Lessee shall continue to make payments to Lessor on a percent basis of the annual fee for the number of days occupied, as provided for in this Lease. Said holding over shall be subject to all of the terms and conditions of this Lease. Said holdover tenancy may be terminated by either party by sending written notice not less than five (5) days before the end of such tenancy. Said holding over shall be subject to agreement of both Lessor and Lessee.

26. By virtue of Lessor's status as a Law Enforcement Agency, this Lease does not obligate the County or the Whatcom County Sheriff Deputies to perform any additional duties or obligations at the premises or on school grounds, for Lessor or towards the public, other than what Lessee is otherwise obligated to perform under the law or in the normal course of duties.

27. Survival. All obligations of the Lessee, as provided for in this Lease, shall not cease upon the termination of this Lease and shall continue as obligations until fully performed. All clauses of this Lease which require performance beyond the termination date shall survive the termination date of this Lease.

28. Entire Agreement. This Lease contains all of the understandings between the parties. Each party represents that no promises, representations or commitments have been made by the other as a basis for this Lease which have not been reduced to writing herein. No oral promises or representations shall be binding upon either party, whether made in the past or to be made in the future, unless such promises or representations are reduced to writing in the form of a modification to this Lease executed with all necessary legal formalities by the authorized representative for the Meridian School District.

Meridian School District

James Faust, Superintendent
(Authorized party)

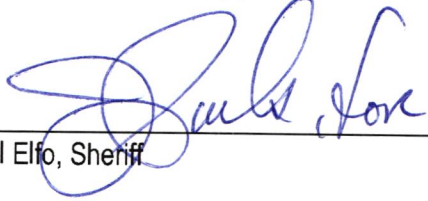
Date: 5/8/2019

WHATCOM COUNTY:

See attached signature page

Date: _____

**WHATCOM COUNTY:
Recommended for Approval:**



Bill Elfo, Sheriff

5/10/19

Date

Approved as to form:

Prosecuting Attorney

Date

Approved:

Accepted for Whatcom County:

By: _____
Jack Louws, Whatcom County Executive

Date

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 20____, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at _____.
My commission expires _____.

EXHIBIT "A"

