

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	Whatcom County Parks & Recreation
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Maintenance & Operations
Contract or Grant Administrator:	Bennett Knox
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 #: _____

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: 10008047

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): \$ 1.00 This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	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: _____

This contract is a lease agreement with Ferndale Youth Sports for the baseball fields at the Northwest Sports Complex. The nominal fee for the lease is \$1 per year in return for the right to provide youth baseball and softball to the community, FYS assumes sole responsibility for maintenance of hte lease premises.

Term of Contract: 25 years	Expiration Date: June 30, 2050
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Contract Routing:	1. Prepared by: <u>B. Knox</u>	Date: <u>5/30/2025</u>
	2. Attorney signoff: <u>B. Waldron (via e-mail)</u>	Date: <u>6/12/2025</u>
	3. AS Finance reviewed: <u>Andrew Tan (via e-mail)</u>	Date: <u>6/12/2025</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Executive contract review: _____	Date: _____
	7. Council approved, if necessary: _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

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

THIS LEASE is made and entered into this _____ day of _____ 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:

FERNDAL 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.

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

By _____
Stefani Erickson, President

Executed as of the date first written above.

WHATCOM COUNTY

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"

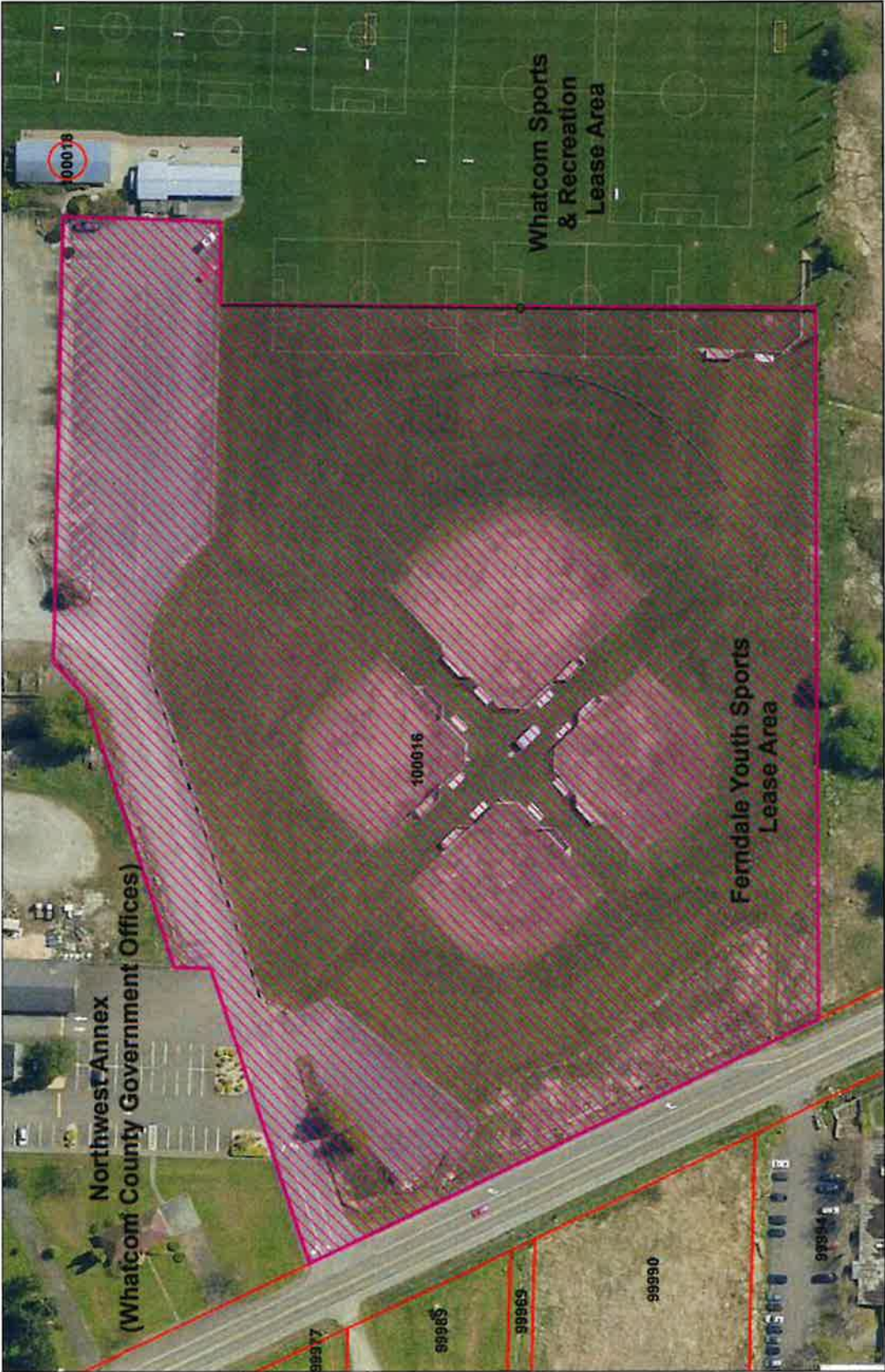
A PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 2 EAST OF W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

N



0 50 100 200 Feet

EXHIBIT "C-1"

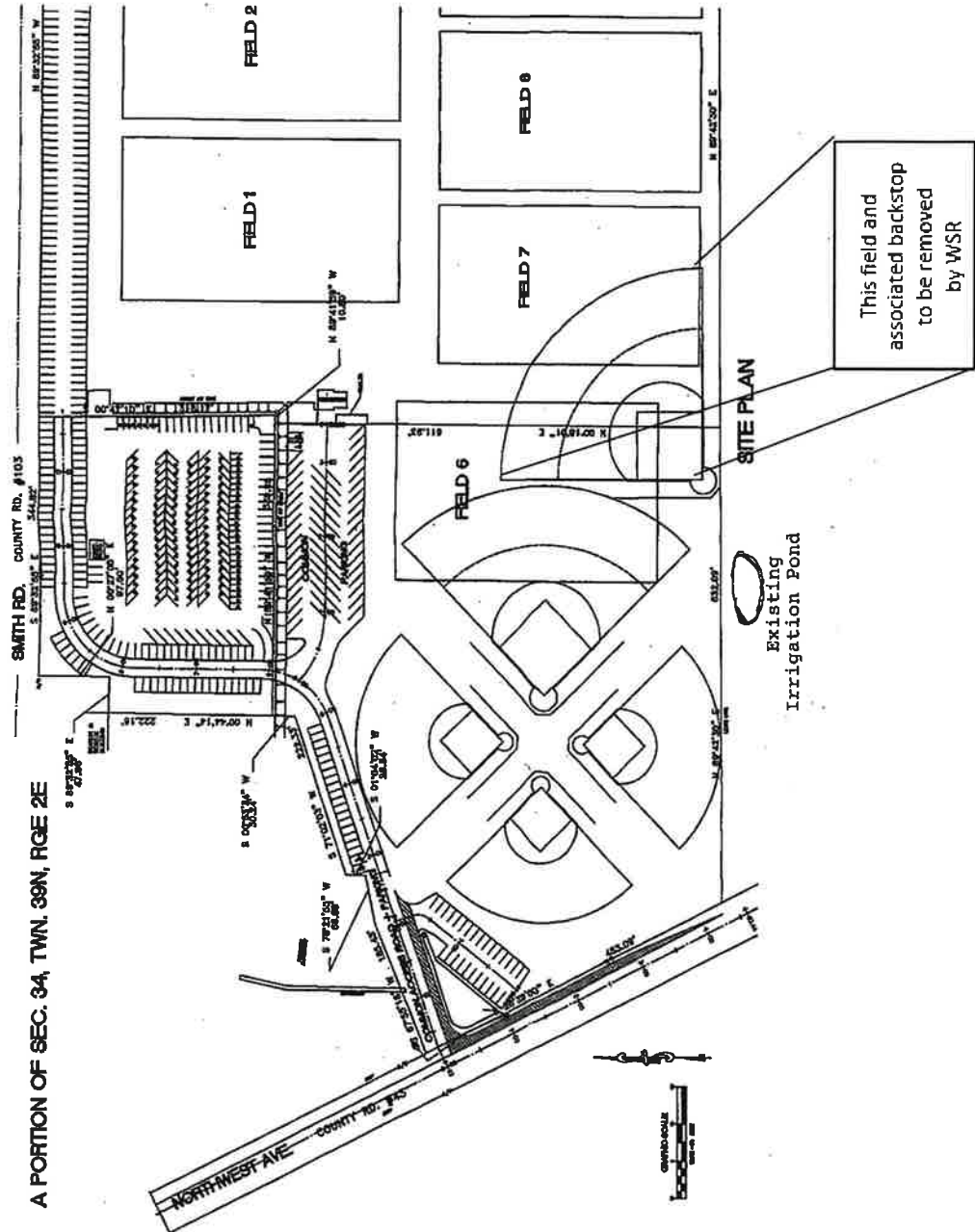


EXHIBIT "C-2"

