

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.  
202601030

Originating Department:			
Division/Program: (i.e. Dept. Division and Program)			
Contract or Grant Administrator:			
Contractor's / Agency Name:			
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	Cost Center:
Yes	No	If yes, RFP and Bid number(s): _____	
Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.			
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional. Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ _____	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b>		
This Amendment Amount: \$ _____	1. Exercising an option contained in a contract previously approved by the council.		
Total Amended Amount: \$ _____	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.		
Summary of Scope: _____	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.		
Term of Contract:		Expiration Date:	
Contract Routing:		Date:	
1. Prepared by: _____		Date: _____	
2. Attorney signoff: _____		Date: _____	
3. AS Finance reviewed: <u>AT</u> _____		Date: _____	
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 AGREEMENT**  
**FOR Western Washington University**

Whatcom County Contract No.  
202601030

Western Washington University, hereinafter called **Lessee**, and Whatcom County, hereinafter referred to as **County or Lessor**, agree and contract as set forth in this Agreement, including:

General Conditions, pp. 3 to 9,  
Exhibit A (Certificate of Insurance), p. 10.

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

The term of this Lease shall be for a period of two (2) years, commencing on an agreed upon date after County Council approval of the proposed PSA and lease. The general purpose or objective of this Lease Agreement is to **lease the premises commonly known as 333 32<sup>nd</sup> Street, Bellingham, WA 98225** as more fully and definitely described in General Conditions – Paragraph 1 (Nature of Lease), specifically the 2<sup>nd</sup> floor of the property.

Lessee covenants and agrees to pay Lessor the Base Rent for the Premises, on or before the 1<sup>st</sup> day of each month of the lease term, prorated for any partial month, of \$19.57 per square foot per year totaling \$22,495.72 per month and \$269,948.58 annually (Base Rent). Lessor agrees to waive first year's rent for second floor and a security deposit. The lessee is coordinating relocation of their 1<sup>st</sup> floor testing center. Square footage rent shall be paid monthly upon commencement of this agreement until the center is moved (See Section 7). Monthly rent payments are listed below and may be mailed by lessee to Lessor to the address set forth in section 12.

Year 1 Testing Center (until relocation): \$2,464.56/Month

Year 1 2<sup>nd</sup> Floor: \$22,495.72/Month (waived)

Year 2 2<sup>nd</sup> Floor: \$22,495.72/Month

Lessee acknowledges and by signing this contract agrees that the Indemnification provisions set forth in Paragraphs 12 & 17 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 the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**LESSEE:**

Western Washington University – Andrea Rodgers  
516 High Street  
Bellingham, WA 98225

Each signatory 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.

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Andrea Rodgers, Western Washington University

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Date

DEPARTMENT APPROVAL

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Robert Ney, Facilities Management

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Date

Western Washington University Lease

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Kayla Schott-Bresler, Deputy Executive

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Date

**Approved as to form:**

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Brandon Waldron, Prosecuting Attorney

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Date

**Approved:**

Accepted for Whatcom County:

By: \_\_\_\_\_  
Satpal Singh Sidhu, Whatcom County Executive

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Date

**LESSEE:**

Western Washington University – Andrea Rodgers  
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Western Washington University Lease

## GENERAL CONDITIONS

### *Provisions Related to Scope and Nature of Lease*

#### 1. Nature of Lease

This Lease Agreement provides Lessee with dedicated office and IT/ server room space for the use of higher education. The premises shall be used for no other purpose without the written consent of the Lessor; which consent shall not be unreasonably withheld or delayed.

#### 2. Property Description:

County, in consideration of the covenants and conditions herein set forth to be performed by Lessee, does hereby demise and let unto Lessee the 2<sup>nd</sup> floor of the following property, 333 32<sup>nd</sup> Street, Bellingham, WA 98225, legally described as follows:

Lot A, Dawson Construction Lot Line Adjustment, according to the map thereof, recorded February 3, 2000, under Auditor's File No. 200200413, records of Whatcom County, Washington.

Situate in Whatcom County, Washington

Parcel No. 3703063405280000/ PID# 22706

#### 3. Condition of Property:

Lessee has inspected the above-described property and accepts the premises in the condition prevailing on the date of the execution of this Lease.

#### 4. Use of Premises:

Lessee agrees to only conduct business operations related to governmental office, student testing, and Information Technology space(s) for higher education. Lessee shall comply with all state and local law applicable to occupancy of the Property and the provision of any services provided by Lessee.

#### 5. Costs of Operations:

All operational costs associated with the Lessee's business operations on and within the Property pursuant to this Lease agreement shall be the sole responsibility of the Lessee.

#### 6. Parking:

Lessee shall be designated up to 20 parking stalls during the entire duration of the lease term.

#### 7. Testing Center:

Lessor and Lessee agree to work collectively on the relocation of the testing center in a timely manner from the first floor. The Testing Center lease shall be month to month commencing on the agreed upon lease commencement date, and shall be terminated on April 30<sup>th</sup>, 2026, unless written notice of extension is mutually agreed upon at least 30 days prior. Written mutual agreement will occur administratively. The Testing Center rate will be \$1.63/ SF/ Month plus proportional first floor common area custodial and maintenance costs associated with the Testing Center users.

#### 8. NNN Fees:

Lessee shall pay for all 2026 triple net fees for the Property until such time the Lessor's tenant improvements commence. Once the Lessor's tenant improvements commence (written notice will be

provided), lessee shall pay NNN fees for second floor square footage only. Unless Owner installs deduct meters for specific utilities which would identify actual usage, Lessee shall pay to County 50% of the NNN fees associated with the property. These services and utilities may include, but are not limited to, building fire alarm monitoring, HVAC maintenance, fire suppression system maintenance, building security, grounds maintenance and landscaping, common area utilities, and common area building maintenance. NNN fees will be billed quarterly to Lessee. In addition, Lessee shall pay in a timely manner the following expenses: premiums for hazard and liability insurance as required of Lessee, as set forth in Sections 16.

#### *Provisions Related to Term and Termination*

9. Term:

The term of this Lease shall be for a period of two (2) years, commencing on an agreed upon date once County Council reviews and approves the PSA and lease, and the sale closes. A lease commencement letter shall be drafted and executed at that time with the established lease commencement date.

10. Option to Extend:

Lessee plans to vacate at the end of the 2-year lease period and does not require and option to extend. However, if both parties mutually agree to an extension, an amendment shall be executed with the terms of the extension. Base rent will be increased by 2.5% annually for any additional period.

11. Lessor Address for Rent Payment:

Whatcom County AS- Finance  
311 Grand Avenue Ste 503  
Bellingham, WA 98225

12. Termination for Default:

If either party defaults by failing to perform any of the obligations of this lease or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, a party may, by depositing written notice to the other party in the U.S. mail, first class postage prepaid, terminate the lease. Termination shall be effective as provided in section 13 below. Any extra cost or damage to the party resulting from such default(s) shall be deducted from any money due or coming due to the other party. The defaulting party shall bear any extra expenses incurred by the other party in terminating the lease, including all costs for any damage sustained, or which may be sustained by the party by reason of such default. For clarity, this provision is exercisable by the Lessee if the property being rented becomes unoccupiable or otherwise unable to be used for the school's purposes.

13. Termination of Lease:

This lease shall terminate as follows:

- A. At the expiration of the initial term of this lease or any authorized renewal term.
- B. Upon the failure of either party to correct violations of any condition of this lease within 90 days of receiving written notice from the other party of such violation.
- C. The Lease may be cancelled and terminated by either party provided that written notice of such cancellation and termination is provided at least ninety (90) days prior to the effective date of termination.

#### *Provisions Related to Administration of Lease Agreement*

14. Sub-lease:

Lessee may not sublet a portion of the leased facility to any other organizations.

15. Right to Review:

This lease is subject to review by any Federal, State, or County auditor.

16. Proof of Insurance:

The Lessee shall carry for the duration of this Lease Agreement, general liability and property damage insurance with the following minimums:

Commercial General Liability insurance: \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury and property damage. Coverage shall be at least as broad as that afforded under ISO form number CG 00 01 current edition, or its substantive equivalent. Such insurance shall include coverage for, but not limited to premises liability, products and completed operations, ongoing operations, and contractual liability. Limits may be satisfied by a single primary limit or by a combination of separate primary and umbrella or excess liability policies, provided that coverage under the latter shall be at least as broad as that afforded under the primary policy and satisfy all other requirements applicable to liability insurance including but not limited to additional insured status for the County with the use of an umbrella or excess liability policy, which is at least as broad as the underlying policy. If the scope of services involves one on one activities with minors, such policy shall include or not exclude sexual assault and misconduct coverage.

Other insurance provisions: The insurance coverage(s) required in this Lease are to contain, or be endorsed to contain, the following provisions:

All Liability Policies: Whatcom County, its officers, officials, employees and agents are to be covered as additional insureds, for full coverage and policy limits, as respects liability arising out of activities performed by or on behalf of the Lessee in connection with this Lease. Additional Insured Endorsement(s) shall be included with the certificate of insurance, "CG 2010 11/85" or its substantive equivalent is required. The County requires these Endorsement(s) to complete the Lease. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents.

The Lessee's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after thirty (30) days prior written notice has been given to the County.

Each insurance policy may be written on either an "occurrence" basis/form or on a "claims made" basis/form.

If coverage is purchased on a "claims made" basis/form, the Lessee warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of Lease termination and/or conversion from a "claims made" form to an "occurrence" coverage form.

Acceptability of Insurers:

Insurance coverage is to be placed with insurers with an AM Bests' rating of no less than A: VIII, or, if not rated with an AM Bests', with minimum surpluses the equivalent of an AM Bests' surplus size VIII.

If at any time any of the foregoing policies fail to meet minimum requirements, the Lessee shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

Nothing herein shall prevent the state entity from self-insuring the terms of coverage or from contracting with an insurance company to provide substantially equivalent coverage.

Verification of coverage:

The Lessee shall furnish the County certificates of insurance and endorsements required by this Lease. Such certificates and endorsements, and renewals thereof, shall be attached to the Lease hereto as Exhibit "C". The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of the Lease. In the event of a claim, the County reserves the right to require complete, certified copies of all required insurance policies at any time, which may be redacted of confidential and proprietary information.

County's receipt or acceptance of Contractor's evidence of insurance without comment or objection, or County's failure to request certified copies of such insurance does not waive, alter, modify or invalidate any of the insurance requirements set forth above or, consequently, constitute County's acceptance of the adequacy of Contractor's insurance or preclude or prevent any action by County against Lessee for breach of the insurance requirements.

17. Indemnification

County shall not be liable and Lessee hereby waives all claims against County for any damage to any property or any injury to any person in the leased portion of the Property by or from any cause whatsoever, except to the extent caused by or arising from the gross negligence or willful misconduct of County or its agents, employees or contractors. Lessee shall protect, indemnify and hold the County harmless from and against any and all loss, claims, liability or costs incurred by reason of (a) any damage to any property or any injury to any person occurring in, on or about the Property to the extent that such injury or damage shall be caused by or arise from any actual or alleged act, neglect, fault, or omission by or of Lessee, its agents, servants, employees, invitees, or visitors to meet any standards imposed by any duty with respect to the injury or damage; (b) the conduct or management of any work or thing whatsoever done by the Lessee in or about the Property or from transactions of the Lessee concerning the Property; (c) Lessee failure to comply with any and all governmental laws, ordinances and regulations applicable to the condition or use of the Property or its occupancy; or (d) any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of the Lessee to be performed pursuant to this Agreement. This provision 17 of the Agreement shall survive the termination of this Agreement with respect to any claims or liability accruing prior to such termination.

18. 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.

19. Administration of Lease:

This Lease 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 County hereby appoints, and the Lessee 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:

Western Washington University – Andrea Rodgers

516 High Street  
Bellingham, WA 98225

20. Laws, Permits, and Regulations:

Lessee agrees to comply with all applicable federal, state, county, or municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals. Lessee agrees to conform to and abide by all lawful rules, codes, laws and regulations in connection with its use of said premises and the construction of improvements and operation of Lessee's business thereon and not to permit said premises to be used in violation of any lawful rule, code, law, regulation or other authority.

*Provisions Related to Interpretation of Agreement and Resolution of Disputes*

21. 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.

22. Disposition of Improvements at End of Lease:

Lessee shall have the right to remove all equipment, personal property and improvements which may have been placed upon the premises by Lessee during the period of this lease provided that the same are removed before the lease is terminated and while the lease is in good standing. Any improvements not removed from the premises at the conclusion of the lease shall revert to the County. Leased premises shall be restored by Lessee to conditions prevailing at the time of commencement of the lease, normal wear excepted.

23. Janitorial Services:

Lessee shall be responsible for janitorial services of the facility as required. This includes the entire facility until the Lessor commences tenant improvement activities. Once tenant improvements commence, Lessee shall only perform Custodial services for their second floor suite.

24. Maintenance of Facilities:

A. The Lessee shall maintain their leased square footage as required. The Lessor shall maintain the Facility structure and envelope and shall be responsible for maintaining its systems (HVAC, electrical, fire suppression, elevator, and exterior surveillance) in good repair and tenantable condition during the term of this Lease. For the purposes of maintaining the facility, the County reserves the right at reasonable times to enter the Lessee's area to inspect the facility and to make any necessary repairs to the building. Lessee agrees to reimburse County for damages caused by its employees, contractors, licensees, invitees, clients and agents. The Lessee agrees to reimburse the County for the proportional share of maintenance costs for building systems as part of the NNN fee.

- B. County shall perform preventive maintenance on the Facility as it deems necessary during the term of the Lease agreement. Examples of such maintenance include but are not limited roofing repairs or structure repairs as required.
- C. Corrective maintenance will be performed by County upon reasonable request by Lessee to restore components to operational condition. Lessee shall submit a work order to request corrective maintenance.
- D. Lessor shall maintain landscaping and parking lot.
- E. Furniture, fixtures and equipment that is not part of the structure of the building is the Lessee's responsibility for upkeep and replacement.
- F. Lessee shall be responsible for maintaining the internal suite and repair and maintenance of items such as GWB wall repair, cosmetic blemishes, damage caused by occupants, wear and tear of carpet and flooring, carpet cleaning and floor striping and waxing, painting, light bulb replacement, and typical occupant wear and tear.
- G. Snow Removal shall be the responsibility of the Lessor.

25. **Building Furnished items, Lessee Responsibility:**  
Furniture, fixtures and equipment that is not part of the structure of the building is the Lessee's responsibility for upkeep and replacement.

26. **Access:**  
County reserves the right of access to the premises for the purpose of securing compliance with the terms of this lease.

27. **Commit No Waste:**  
Lessee agrees not to allow conditions of waste and refuse to exist on the above-described premises and to keep the premises in a neat, clean and orderly condition and to be responsible for all damages caused to the leased premises by Lessee, its agents or any third party on the premises at the instance of Lessee.

28. **Alterations:**  
No alterations may be made to the 333 32<sup>nd</sup> Street facility without written County authorization. County will perform or contract for any alterations. All improvements shall be made at the sole cost and expense of the Lessee.

29. **Signs:**  
Lessee agrees that all signs will be designed and placed in accordance with County policy and any applicable zoning requirements of the City.

30. **Hazardous Substances:**  
Lessee shall not keep on or about the premises, for use, disposal, treatment, generation, storage or sale any substances which are hazardous, toxic, harmful, or dangerous, and/or which are subject to regulation as hazardous or toxic, dangerous, or as a pollutant by any federal, state, or local law, regulation, statute, or ordinance (collectively referred to herein as "hazardous substances"). Lessee shall be fully liable to County and shall indemnify, defend and save harmless the County and its officials and employees, with respect to any and all damages, costs, fees (including attorneys' fees and costs), civil and criminal penalties, or clean-up costs assessed against or imposed as a result of Lessee's use, disposal, generation, storage, or sale of hazardous substances or that of Lessee's employees, agents or invitees. Breach of this provision shall

entitle County to terminate this Lease. This provision shall not apply to properly stored cleaning or office supplies.

31. Severability:

If any term or condition of this lease 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 lease are declared severable.

32. 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 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.

33. Disputes:

General:

Differences between the Lessee 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.

34. 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.

35. Survival:

The provisions of paragraphs 12 if utilized, 15, 17, 31, 33, and 34, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

36. 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"**  
(INSURANCE)