

**WHATCOM COUNTY
SHERIFF'S OFFICE**

**BILL ELFO
SHERIFF**



PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4038
(360) 778-6600

MEMO

RECEIVED

DEC 08 2023

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

To: Satpal Singh Sidhu, Whatcom County Executive
From: Sheriff Bill Elfo, Director
John Gargett, Deputy Director
Sheriff's Office Division of Emergency Management
Subject: Lease Amendment for 3888 Sound Way, Bellingham
Date: November 20, 2023

Enclosed is an amendment for services between Whatcom County, City of Bellingham, and the Port of Bellingham for the lease renewal of the property at 3888 Sound Way, Bellingham. The original lease is contract #201312007.

Background and Purpose

This property was leased in 2013 to establish an Emergency Operations Center (EOC). It houses the offices for the Whatcom County Sheriff's Office Division of Emergency Management and the City of Bellingham's Office of Emergency Management. The space is also used for exercises, training, and emergency responses.

- Period of Performance: January 1, 2024 through December 31, 2033.

Funding Amount and Source

The term of this amendment is for ten years. The use payment for the first year is \$168,708.80, \$84,354.40 per tenant, plus applicable Washington State leasehold excise tax. The use payment shall be adjusted annually as per the original lease:

"...using the Consumer Price Index (CPI) for all Urban Consumers published by the United States Department of Labor, Bureau of Labor Statistics for the Seattle- Metropolitan area (the "Index"). The Index used shall be that published for the nearest period preceding the annual Anniversary Date of the previous year compared to the Index published for the nearest period preceding the Anniversary Date for which the adjustment is being determined. The percentage change from the earlier Index to the later Index shall be multiplied by the Use Payment for the previous year and the result added to that rate to arrive at the adjusted Use Payment which shall apply to the following year, except in no event shall the Use Payment be less than the original Use Payment for the preceding year and in no event shall the Use Payment increase by more than three percent (3 %) per year."

The amendment also includes the estimated cost of a replacement generator, \$111,023.88. The cost will be paid in equal shares by Whatcom County, City of Bellingham, and the Port of Bellingham. Payments will be made in forty equal quarterly installments.

Please contact John Gargett (778-7160) if you have any questions or concerns regarding this contract.

WHATCOM COUNTY
CONTRACT NO.
201312007-1

RENEWAL AND MODIFICATION OF INTERLOCAL AGREEMENT

THIS RENEWAL AND MODIFICATION OF INTERLOCAL AGREEMENT is made and entered into this 20 day of February, 2024 by and between the **PORT OF BELLINGHAM**, a municipal corporation, (hereinafter "Port"), and **CITY OF BELLINGHAM**, a Washington City, and **WHATCOM COUNTY**, a Washington County (hereinafter referred to as "Users")

WITNESSETH:

WHEREAS, Port and Users entered into a Interlocal Agreement for the Exclusive Use of the Special Purpose Facility at the Airport Industrial Park on December 3, 2013, (the "Agreement"), covering certain Premises owned by Port at 3888 Sound Way, Bellingham, Washington, for a ten (10) year term beginning January 1, 2013, ending December 31, 2023 and,

WHEREAS, it is now the desire of Users to renew the agreement for a ten (10) year term beginning January 1, 2024, ending December 31, 2033, and

NOW, THEREFORE, the Interlocal Agreement shall be renewed and modified as follows:

1. **Term.** The term of this Interlocal Agreement shall continue for a ten (10) year period beginning January 1, 2024, ending December 31, 2033.
2. **Use Payment:** Effective January 1, 2024 through December 31, 2024, Users shall pay the Port \$168,708.80 annually, plus applicable Washington State leasehold excise tax.

* The Use Payment shall continue to be adjusted annually per Section 3.2 contained in the Interlocal Agreement
3. **Liability Insurance:** Section 12, contained in the Interlocal Agreement, is modified to increase the minimum general liability limit to two million dollars (\$2,000,000) for each occurrence and in the aggregate.
4. **Indemnification and Hold Harmless:** Section 17 Indemnification and Hold Harmless, contained in the Interlocal Agreement, is changed to Section 17.1 due to a typographical error.
5. **Generator:** Port and Users agree to share equally in one-third shares of the cost of the equipment and Installation ("Generator Project"). Generator Project cost shall include, but not limited to, generator purchase cost, consulting, design, engineering, permitting, project management (including Port engineering costs). The Generator Project cost shall be calculated upon completion of Port Installation and shall be paid in forty (40) equal quarterly installments Upon completion of the Generator Project Port shall provide the actual cost and, if needed, make adjustments to any previously Invoiced amounts. Estimated project costs are attached as Exhibit A, hereto.

6. **Counterparts and Electronic Transmission.** This Renewal and Modification of Interlocal Agreement may be signed in counterparts. Electronic transmission of any signed original document and retransmission of any signed electronic transmission shall be the same as delivery of an original document.

ALL OTHER TERMS AND CONDITIONS of the Interlocal Agreement dated December 3, 2013 as renewed and modified shall remain the same.

IN WITNESS WHEREOF, Port has caused this instrument to be signed by its Commission by authority of the Port Commission of the Port of Bellingham, and Users have caused this instrument to be signed by its proper officer's thereunto duly authorized, the day and year first above written.

USERS

WHATCOM COUNTY

By: Satpal Sidhu

Printed Name: Satpal Sidhu

Approved as to form:

Brandon Waldron (via email BWSW) 11/20/23

PORT

PORT OF BELLINGHAM

Kevin Buss
President/Vice President

DocuSigned by:
Bobby Briscoe
0E88668E3DD14D2...
Secretary

THE CITY OF BELLINGHAM

EXECUTED, this the ____ day of _____, 2023, for the City of Bellingham as follows:

Approved as to Form:

Office of the City Attorney

Mayor

Attest:

Finance Director

Department Head

6. **Counterparts and Electronic Transmission.** This Renewal and Modification of Interlocal Agreement may be signed in counterparts. Electronic transmission of any signed original document and retransmission of any signed electronic transmission shall be the same as delivery of an original document.

ALL OTHER TERMS AND CONDITIONS of the Interlocal Agreement dated December 3, 2013 as renewed and modified shall remain the same.

IN WITNESS WHEREOF, Port has caused this instrument to be signed by its Commission by authority of the Port Commission of the Port of Bellingham, and Users have caused this instrument to be signed by its proper officer's thereunto duly authorized, the day and year first above written.

USERS

PORT

WHATCOM COUNTY

PORT OF BELLINGHAM

By: _____

President/Vice President

Printed Name: _____

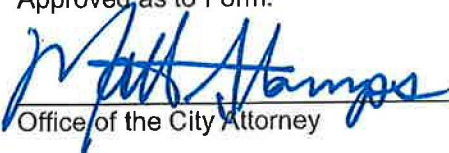
Approved as to form:

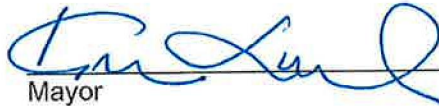
Secretary

THE CITY OF BELLINGHAM


EXECUTED, this the 25th day of January, 2028, for the City of Bellingham as follows:

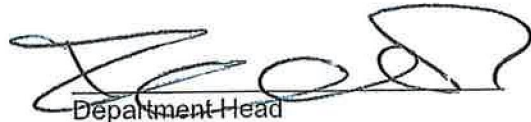
Approved as to Form:


Office of the City Attorney


Mayor

Attest:


Finance Director


Department Head

STATE OF WASHINGTON:

ss

COUNTY OF WHATCOM :

ON THIS 29 day of Feb., 2024, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ken Bell and Bobby Briscoe known to me to be the **President/Vice President** and **Secretary** of the **PORT OF BELLINGHAM**, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Carey Hansen
Name (Print) Carey Hansen
NOTARY PUBLIC, in and for the State of Washington, residing at Bellingham
My Commission expires: 6.18.27

STATE OF WASHINGTON:

ss

COUNTY OF WHATCOM:

ON THIS 11th day of December, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me Satpal Sidhu known to me to be the Executive of **WHATCOM COUNTY**, a Washington State limited liability company, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath verified that he/she was authorized to execute this document on behalf of the limited liability company for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Billie Sue Rinn
Name (Print) Billie Sue Rinn
NOTARY PUBLIC, in and for the State of Washington, residing at Bellingham
My Commission expires: 4/13/27

STATE OF WASHINGTON:

ss

COUNTY OF WHATCOM:

ON THIS 25th day of January, 2028, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me Kim Lund known to me to be the Mayor of the **CITY OF BELLINGHAM**, a Washington State limited liability company, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath verified that he/she was authorized to execute this document on behalf of the limited liability company for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Tracy Lewis
Name (Print) Tracy Lewis
NOTARY PUBLIC, in and for the State
of Washington, residing at Bellingham
My Commission expires: 10/20/26

