WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.

201312007-1

Originating Department:	Whatcom County Sheriff's Office 35	
Division/Program: (i.e. Dept. Division and Program)	Division of Emergency Management 3580	
Contract or Grant Administrator:	John Gargett	
Contractor's / Agency Name:	Port of Bellingham	
Is this a New Contract? If not, is this an Amendment or Re	mewal to an Existing Contract? WCC 3.08.100 (a)) Original Contract #: 201312007	
Does contract require Council Approval? Yes O No O Already approved? Council Approved Date:	If No, include WCC: (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes O No O If yes, grantor agency contract	t number(s): CFDA#:	
Is this contract grant funded? Yes O No O If yes, Whatcom County grant	t contract number(s):	
Is this contract the result of a RFP or Bid process? Yes O No O If yes, RFP and Bid number(s):	Contract Cost Center: 16705	
Is this agreement excluded from E-Verify? No O Yes	If no, include Attachment D Contractor Declaration form.	
Contract work is for less than \$100,000. Contract work is for less than 120 days. Interlocal Agreement (between Governments). Contract Amount: (sum of original contract amount and any prior amendments): \$\frac{100,000 (first year)}{100,000 (first year)}\$ Total Amended Amount: \$\frac{88,055.20 (first year)}{188,055.20 (first year)}\$ \$\frac{188,055.20 (first year)}{188,055.20 (first year)}\$ \$\frac{188,055.20 (first year)}{188,055.20 (first year)}\$ Council app \$\frac{40,000}{240,000}, and than \$10,000	Contract for Commercial off the shelf items (COTS). Work related subcontract less than \$25,000. Public Works - Local Agency/Federally Funded FHWA. Croval required for; all property leases, contracts or bid awards exceeding of professional service contract amendments that have an increase greater to or 10% of contract amount, whichever is greater, except when: ing an option contained in a contract previously approved by the council at is for design, construction, r-o-w acquisition, prof. services, or other costs approved by council in a capital budget appropriation ordinance. The award is for supplies. The supplies is included in Exhibit "B" of the Budget Ordinance. The supplies is for manufacturer's technical support and hardware maintenance of this systems and/or technical support and software maintenance from the	
This amendment is a ten-year renewal of the lease with the City of Bellingham and houses the Whatcor	of 3888 Sound Way, Bellingham, which is co-leased in Unified Emergency Coordination Center /	
Emergency Operations Center. The amount include		
Term of Contract: 10 years	Expiration Date: 12/31/2033	
Contract Routing: 1. Prepared by: S Webster	Date: 11/3/2023 Date: 11/20/2023	
Attorney signoff: B Waldron (via email) AS Finance reviewed: A Tan (via email)	Date: 11/15/2023	
4. IT reviewed (if IT related):	Date:	
5. Contractor signed: \(\tilde{LOB} \in PO		
6. Submitted to Exec.:	Date: 12/8/23	
7. Council approved (if necessary): AB2023		
8. Executive signed:	Date: 12/11/23	
9. Original to Council:	Date:	

WHATCOM COUNTY SHERIFF'S OFFICE

BILL ELFO SHERIFF



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

MEMO

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

RECEIVED

DEC 0 8 2023

WHATCOM COUNTY EXECUTIVE'S OFFICE

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 guarterly installments.

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

Our vision: The Office of Sheriff: Dedicated to making Whatcom County the Safest in the State through Excellence in Public Safety.



RENEWAL AND MODIFICATION OF INTERLOCAL AGREEMENT

THIS RENEWAL AND MODIFICATION OF INTERLOCAL AGREEMENT is made and entered into this 20day 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. <u>Term.</u> The term of this Interlocal Agreement shall continue for a ten (10) year period beginning January 1, 2024, ending December 31, 2033.
- 2. <u>Use Payment</u>: 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. <u>Liability Insurance</u>: 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.
- 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. <u>Generator</u>: 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. <u>Counterparts and Electronic Transmission</u>. 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 By: Satyal Sidhu Printed Name: Satpal Sidhu Approved as to form: Brandon Waldron (vla emall BWSW) 11/20/23	President/Vice President Docusigned by: Bobby Briscot GEOGGOEGEDDH402 Secretary			
	, 2023, for the City of Bellingham as follows:			
Approved as to Form: Office of the City Attorney	Mayor			
Attest:				
Finance Director	Department Head			

6. <u>Counterparts and Electronic Transmission</u>. 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.

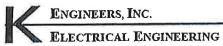
IN WITNESS WHEREOF, Port has caused this instrument to be signed by its Commission by authority of the Port Commission of the Port of Bellingham, and Users have caused this instrument to be signed by its proper officer's thereunto duly authorized, the day and year first above written.

USERS	PORT		
WHATCOM COUNTY	PORT OF BELLINGHAM		
Ву:	President/Vice President		
Printed Name:	r residenti vido i rosidono		
Approved as to form:	Secretary		
THE CITY OF BELLINGHAM EXECUTED, this the 15th day of	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:
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 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.
NOTARY PUBLIC STATE OF WASHINGTON CAREY HAMSEN MY COMMISSION EXPIRES JUNE 18, 2027 COMMISSION NO. 208798 Name (Print) Covery House' 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 It 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. Name (Print) Billic Suc Bion 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:	
Public in and for the State of Washington, duly con	ne to be the of the ted liability company, and acknowledged the nd deed of said company, for the uses and that he/she was authorized to execute this
WITNESS my hand and official seal hereto	Name (Print) Tracy Lewis NOTARY PUBLIC, in and for the State of Washington, residing at Bellingham My Commission expires: 10/20/26

<u>Exhibit A</u> Estimated Project Costs



208 Third Street, Lyndon, WA 98264

Tel (360) 354-4757, Fax (360) 354-6794

POB - WUECC Tenant Generator Electrical Cost Estimate

7/6/2023

Description - Total	Quantity	Unit	Cost	Tolal
Delegate cyleting Congrutor & Deconnect	1.0	lot	\$1,500.00	\$1,600.00
Relocate existing Generator & Reconnect New Temporary Generator Cables	1.0	lot	\$3,000.00	\$3,000.00
Company (400)//Att	1.0	ea.	\$64,500.00	364,500,00
Generator (100KW) Trenching & excavation (concrete)	1,0	lot	\$3,500.00	\$3,500.00
Concrete pad	1.0	ea.	\$6,500,00	\$6,500.00
2-3" EMT (4 #3/0 AWG + 1 #3 AWG GND)	20.0	-11	\$135.00	\$2,700.00
3" PVC (CO spare)	20.0	1	\$7.50	\$150.D0
3/4" PVC (3 #14 AWG)	20.0	11	\$14.00	\$280.00
3/4" PVC (5 #12 AWG)	20.0	11	\$15.75	\$315.00
3/4" PVC (2 #12 AWG & 3 #10 AWG)	20.0	11	\$22.75	\$455.00
3/4" PVC (Generator Annunciator Cables)	20.0	11	\$21.00	\$420.00
Remove existing #12AWG and provide new#10AWG	136.0	-11	\$17.50	\$2,300.00
3/4" EMT (Generalor Annunciator Cables)	230.0	If	\$29.76	\$6,842,50
Lift Rental Costs	1.0	lol	\$4,000,00	\$4,000.00
Electrical General Conditions, Mobilization, Demobilization (15%)				\$14,481.38
TOTAL		-		\$111,023.00