

**WHATCOM COUNTY
CONTRACT INFORMATION SHEET**

Whatcom County Contract Number:

Originating Department:	85 Health and Community Services
Division/Program: (i.e. Dept. Division and Program)	8540 Environmental Health / 854080 Solid Waste
Contract or Grant Administrator:	Jennifer Hayden
Contractor's / Agency Name:	Whatcom County Fire District 19

Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	

Does contract require Council Approval?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	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?	If yes, grantor agency contract number(s):		ALN#:
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		

Is this contract grant funded?	If yes, Whatcom County grant contract number(s):	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	

Is this contract the result of a RFP or Bid process?	Contract Cost Center:
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
If yes, RFP and Bid number(s):	

Is this agreement excluded from E-Verify?	No <input type="checkbox"/>	Yes <input type="checkbox"/>
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- If YES, indicate exclusion(s) below:
- | | |
|---|--|
| <input type="checkbox"/> Professional services agreement for certified/licensed professional. | <input type="checkbox"/> Goods and services provided due to an emergency. |
| <input type="checkbox"/> Contract work is for less than \$100,000. | <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). |
| <input type="checkbox"/> Contract work is for less than 120 days. | <input type="checkbox"/> Work related subcontract less than \$25,000. |
| <input type="checkbox"/> Interlocal Agreement (between Governments). | <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 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:
\$1.00 paid annually to Whatcom County	<ol style="list-style-type: none"> Exercising an option contained in a contract previously approved by the council. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. Bid or award is for supplies. Equipment is included in Exhibit "B" of the Budget Ordinance 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.

Summary of Scope: This lease agreement outlines the roles and responsibilities for leasing property located at 9186 Mt Baker Highway.

Term of Contract:	5 Years	Expiration Date:	12/31/2030
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Contract Routing:	1. Prepared by:	J. Thomson	Date:	01/29/2025
	2. Health Budget Approval	CR	Date:	01/30/2025
	3. Attorney signoff:	Christopher Quinn	Date:	1/29/2025
	4. AS Finance reviewed:	bbennett	Date:	02/26/2025
	5. IT reviewed (if IT related):		Date:	
	6. Contractor signed:		Date:	
	7. Submitted to Exec.:		Date:	
	8. Council approved (if necessary):		Date:	
	9. Executive signed:		Date:	
	10. Original to Council:		Date:	

LEASE AGREEMENT

THIS LEASE Agreement ("Lease") is made this 12th day of March, 2025, and entered into by and between WHATCOM COUNTY, a Washington Municipal Corporation, hereinafter called the "County," and Whatcom County Fire District #19, hereinafter called the "Tenant."

WHEREAS, County owns property located at 9186 Mt. Baker Hwy, which was acquired in 1975; and

WHEREAS, the property was used until 1990 for a solid waste drop-box facility; and

WHEREAS, this property is part of the Solid Waste Program of the Heath and Community Services Department; and

WHEREAS, Whatcom County Fire District #19 has inquired about the lease of the property for the purposes of using the property for storage of equipment and training purposes; and

WHEREAS, the County's Heath and Community Services Department is supportive of leasing the property to Whatcom County Fire District #19, as the property has not been utilized for over 30 years and it does not anticipate using the site for any regular solid waste handling activities; and

NOW THEREFORE, the County, in consideration of \$1.00 per year, and the terms, conditions, covenants and performances contained herein, MUTUALLY AGREES with Tenant that:

The County does hereby lease to the Tenant and Tenant does hereby lease from the County the premises (the "Leased Premises"), designated by the Whatcom County Assessor as tax parcel number 390602 381460 0000, consisting of 2.26 acres and the existing improvements, and is legally described in Exhibit A.

1. TERM. The term of this Lease shall be for five (5) years commencing the date of execution of this Lease by the Whatcom County Executive, and shall terminate on the last day of the fifth complete year following commencement, unless renewed and extended as provided for herein ("Lease Term").

2. USE OF PREMISES. County and Tenant agree that the Leased Premises shall be maintained and may only be used as set forth in this Section 2 of this Lease. No other use than those identified herein is permitted without the prior written approval of the County. The Tenant hereby agrees to hold the County harmless from all claims or suits resulting from the Tenant's failure to comply with such requirements provided herein.

2.1 Tenant Use. Tenant may use the Leased Premises for storage of equipment and training purposes in compliance with the provisions of this Lease.

2.2 Maintenance. Tenant will maintain, at its sole cost and expense, the Leased Premises in a good and organized condition, including, without limitation, free of trash, debris, and unused equipment.

2.3 Improvements. Tenant may not construct permanent structures on the Leased Premises. Non-permanent structures may be placed on the Leased Premises with County's prior written consent.

2.4 Management Responsibility. Tenant is responsible for the planning, management, and carrying out of Tenant's operations on the Leased Premises. Tenant will pay all expenses, fees, and charges Tenant incurs in the process of maintaining and using the Leased Premises.

2.5 Permits/Licenses It shall be the Tenant's responsibility to obtain any and all necessary permits and licenses related to District's use of the Property pursuant to this Lease, including but not limited to a

conditional use permit. Landlord shall bear no responsibility therefor. Tenant shall promptly notify County of the fact that it has obtained the necessary permits and licenses.

2.6 Storage. Tenant may not store any materials that may be hazardous or that may cause damage to the Leased Premises (other than fuel for equipment). Tenant is responsible for the security of equipment, supplies or any other personal property stored on the Leased Premises. The County will not be liable for any claims arising from theft, loss, or damage of personal property left or stored on the Leased Premises. **Tenant is responsible for any and all environmental damage as a result of the tenant's equipment that is being stored on the parcel.**

2.7 Compliance with Law. Tenant will at Tenant's expense comply with all laws, including, without limitation, environmental, labor, employment, and occupational safety laws, applicable to Tenant's operations on the Leased Premises.

2.8 Inspection. The County may enter onto the Leased Premises at any reasonable time to inspect the Leased Premises and for the purpose of taking any other action County believes is appropriate to confirm Tenant's compliance with this Lease or protect County's interest in the Leased Premises.

3. OTHER PROPERTY MATTERS

3.1 No Representations. The County makes no representations or warranties to Tenant about the Leased Premises. Tenant accepts the Leased Premises on an "as-is" basis as of the date of occupancy, subject to any easements, servitudes, rights of way, or other land rights.

3.2 Liens and Encumbrances. Tenant will not incur, create, or assume any lien or encumbrance on any portion of the Leased Premises except any liens or encumbrances created under this Lease.

3.3 Taxes. Tenant is responsible for all tax returns and payments arising from Tenant's occupation and use of the Leased Premises, including without limitation, income, sales and personal property taxes.

3.4 Removal of Portable Equipment and Buildings. The County shall not be responsible for personal property owned by the Tenant. Tenant shall have the right to remove from the Leased Premises its personal property, including any portable equipment or buildings which the Tenant owns. Such removal must be done within 120 days following termination of the Lease, unless additional time is granted in writing. If such personal property is not removed, it shall be considered abandoned and the property of County thereafter.

4. RENEWAL. If Tenant is not in default of this Lease within sixty (60) days of the end of its term, the County may at its sole discretion renew the Lease for an additional term of up to five (5) years, subject to additional conditions.

5. TERMINATION: Either party may terminate this Lease without cause by giving written notice to the other party at least one hundred eighty (180) days in advance of the effective date of termination.

6. HOLDING OVER. In the event Tenant shall hold over or remain in possession of the Leased Premises with or without the consent of County after the expiration of the stated term of this Lease, or any written extension or renewal of the term of this Lease, such holding over or continued possession shall create a periodic tenancy for month to month, upon the same terms and conditions as are herein set forth, to the extent said terms and conditions apply.

7. RENT FOR LEASE TERM. The Tenant covenants and agrees to pay in U.S. funds only, at County's address set forth below, an annual rental payment of \$1.00 (One US Dollars and no cents), on or before June 30th of each year during the term of this Lease.

Rent will be paid during the entire term of this Lease at the address designated by County. In no event shall the rent be less than the aforementioned amount.

County and Tenant agree that Tenant, upon execution hereof, has handed to County the sum of \$1.00 as rent for the first year of this Lease starting on March 12, 2025.

8. TRANSFER OF INTEREST. Tenant shall not sublet or assign any or all of the Leased Premises without the prior written consent of County, which consent shall not be unreasonably withheld, delayed, or conditioned. This Lease shall be binding upon the heirs, assigns, and successors of both parties. If County should sell or otherwise transfer title to the Leased Premises, County shall do so subject to the provisions of this Lease.

9. HOLD HARMLESS/INDEMNIFICATION. Tenant, its successors and assigns, will protect, save, and hold harmless County and its authorized agents and employees from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of Tenant, its assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever, arising out of or in connection with any acts or activities authorized by this Lease or any amendments hereto. Tenant further agrees to defend County, its agents or employees in any litigation, including payment of any costs or attorneys' fees, for any claims or action commenced, arising out of, or in connection with acts or activities authorized by this Lease or any amendments hereto, whether those claims, actions, costs, damages, or expenses result from activities of persons or livestock occurring on or off the Leased Premises. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole negligence of County or its authorized agents or employees; PROVIDED, that if the claims or damages are caused by or result from the concurrent negligence of (a) County, its agents or employees and (b) Tenant, its agents, sublessees, or employees, and involves those actions covered by Ch. 4.24.115 RCW, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Tenant or Tenant's agents, employees.

10. GENERAL INSURANCE REQUIREMENTS. Tenant shall, at all times during the term of the Lease, at its cost and expense, buy and maintain insurance of the types and amounts listed below:

- A. General liability coverage: \$2,000,000 per occurrence for both property damage and bodily injury.
- B. Worker's Compensation Coverage as required by the Industrial Insurance laws of the State of Washington.

Failure to buy and maintain the required insurance may result, at County's option, in default of this Lease. By requiring insurance herein, County does not represent that coverage and limits will be adequate to protect Tenant, and such coverage and limits shall not limit Tenant's liability under the indemnities granted to County in this Lease. The limits of insurance may be increased by County, as deemed necessary, but only within commercially reasonable grounds.

Whatcom County, its official, agents, and employees shall be named as additional insured by endorsement on all general liability, excess and umbrella insurance policies required under this Lease.

11. PERSONAL PROPERTY. County shall not be liable in any manner for, or on account of, any loss or damage sustained to any personal property of whatsoever kind, including any machinery or equipment operated, stored, kept or maintained on or about the Leased Premises. Upon termination of this Lease or upon abandonment of the Leased Premises by Tenant, County or its agent may remove all personal property of Tenant from the Leased Premises at Tenant's expense and dispose of it in any manner County deems appropriate.

12. DEFAULT, TERMINATION OR ABANDONMENT. Tenant shall be in default immediately upon the breach of any material covenant in this Lease.

12.1 Notice of Default: At any time after the occurrence of a default or defaults under this Lease or any amendments hereto, and while any such default remains unremedied, County shall have the option of giving notice in writing of its intention to terminate this Lease by personal service upon or by written notice directed to Tenant. Such notice of intention to terminate shall specify the default or defaults then outstanding. Waiver or acceptance of any default of the terms of this Lease by County shall not operate as a release of Tenant's responsibility for any prior or subsequent default.

12.2 Termination and Extension: After the expiration of 90 days from the giving of such notice in the case of default, if one or more defaults described in such notice then remain unremedied, this Lease shall terminate without further notice, and all rights of Tenant shall cease. County may in writing, at its option, extend the above period, if in the judgment of County an extension is justified.

12.3 Multiple Defaults: If Tenant defaults in any regard on this Lease, the third and any subsequent default shall be deemed "non-curable" and the Lease may be terminated by County on thirty (30) days' notice.

12.4 Disposition of Improvements: Upon receipt of a written notice of termination of this Lease, Tenant shall have 120 days to remove all its property and any improvements from the Leased Premise.

12.5 Vacation of Premises: Upon termination of this Lease, Tenant shall cease its operations on and/or use of the Leased Premises. In the event Tenant fails to vacate the Leased Premises on the date of termination, Tenant shall be liable for any and all costs to County arising from such failure.

12.6 Abandonment: In the event that it becomes apparent in County's reasonable judgment that the Leased Premises have ceased to be used or have been abandoned for a continuous period of one hundred twenty (120) days, County at its option shall have the right to terminate this Lease, provided due notice of termination shall be given Tenant not less than thirty (30) days prior to the proposed termination date, during which if Tenant resumes operation of the Leased Premises the notice of termination shall be void and of no further force or effect.

13. BINDING CONTRACT. This Lease shall not become binding upon County unless and until accepted and approved for County by its Board of Supervisors or its duly authorized representative.

14. MODIFICATIONS. This Lease contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by an agreement in writing signed by all parties thereto.

15. INTERPRETATION. This Lease shall be governed by and interpreted in accordance with the laws of the State of Washington and Whatcom County, Washington. The titles to paragraphs or sections of this Lease are for convenience only and shall have no effect on the construction or interpretation of any part hereof.

16. 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 Lease, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Whatcom.

17. DISPUTE RESOLUTION. In the event of any dispute, claim, question, or disagreement arising from or relating to this Lease or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory

to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration through Whatcom County Superior Court's procedures. The procedure for selection of the single arbitrator and the rules under which the arbitrator shall conduct the arbitration and make the award shall be determined in accordance with the Washington State Superior Court Mandatory Arbitration Rules and Whatcom County Superior Court Local Mandatory Arbitration Rules as they now exist or may hereafter be amended. Judgment upon the award may be entered in such court and thereafter in any court having competent jurisdiction in the matter. The arbitrator shall have full power under law and equity to conform final resolution of any dispute without regard to any monetary limits that may then otherwise be in force under the rules of arbitration then in existence in Whatcom County, Washington.

18. NOTICES. Wherever in this Lease written notices are to be given or made, they will be sent by certified or overnight mail addressed to the parties at the address listed below unless a different address has been designated in writing and delivered to the other party.

TENANT:

Whatcom County Fire District #19
Josh Evans, Fire Chief
9953 Mt Baker Highway
PO Box 5029
Glacier, WA 98244
360-599-2447
chief@glacierfire.org

COUNTY:

Whatcom County Health and Community Services
Jennifer Hayden, Environmental Health Supervisor
509 Girard Street
Bellingham, WA 98225
360-778-6036
JHayden@co.whatcom.wa.us

SIGNATURE PAGE TO FOLLOW

TENANT:
WHATCOM COUNTY FIRE DISTRICT 19

Josh Evans, Fire Chief

Date

WHATCOM COUNTY:
Recommended for Approval:

Program Approval:

Jennifer Hayden, Environmental Health Supervisor Date

Department Approval:

Erika Lautenbach, Health and Community Services Director Date

Approved as to form:

Christopher Quinn, Chief Civil Deputy Prosecutor Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive Date

EXHIBIT A

LEGAL DESCRIPTION

THAT PTN OF GOVT LOT 3 DAF-BEG AT INTERS OF E LI OF GOVT LOT 3 WI A LI DRAWN PAR WI-50
FT NLY OF C/L SURVEY OF SR 542-TH NWLY ALG SD PAR LI TAP OPP HWY ENGINEERS STATION
44+23 BK-44+21.5 AH-TH N 35 DEG 38'00" E 300 FT-TH S 54 DEG 24'00" E 250 FT M/L TO E