

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

201905029

Originating Department:	Public Works / Equipment Services Division
Division/Program: <i>(i.e. Dept. Division and Program)</i>	9090/909010 (Equipment Services/ Administration)
Contract or Grant Administrator:	Eric L. Schlehuber, Equipment Services Manager
Contractor's / Agency Name:	Whatcom County Search and Rescue Council
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input checked="" 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: _____ (see Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s) _____ CFDA # _____	
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, associated Whatcom County grant contract number(s) _____	
Is this contract the result of a RFP or Bid process? Contract _____ Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s) _____ Cost Center: <u>501600</u>	
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form. If yes, indicate exclusion(s) below: <input type="checkbox"/> Professional services agreement for certified/licensed professional <input type="checkbox"/> Contract work is for less than 120 days <input checked="" type="checkbox"/> Contract less than \$100,000 <input type="checkbox"/> Contract for Commercial off the shelf items (COTS) <input type="checkbox"/> Contract work is all performed outside U.S. <input type="checkbox"/> Work related subcontract less than \$25,000 <input type="checkbox"/> Interlocal Agreement (between Govt's) <input type="checkbox"/> Public Works – Local Agency/Federally Funded FHWA	
Contract Amount:(sum of original contract amount and any prior amendments) \$ <u>1.00</u> This Amendment Amount: \$ <u>0.00</u> Total Amended Amount: \$ <u>1.00</u>	Contracts that require Council Approval (incl. agenda bill & memo) <ul style="list-style-type: none"> • Professional Services Agreement above \$20,000. • Bid is more than \$50,000. • Amendments that have either an increase greater than 10% or provide a \$10,000 increase in amount (whichever is greater) RENEWALS: Council approval is not required when exercising an option to renew that is provided in the original contract.
Summary of Scope: Request authorization for the County Executive to enter into a lease agreement between Whatcom County and Whatcom County Search and Rescue Council, to provide for the Whatcom County Search and Rescue usage of real property to house their operation in furtherance of their public service, in consideration in the amount of \$1.00.	
Term of Contract: thirty-five year term	Expiration Date: February 28, 2034

Contract Routing Steps & Signoff: *sign or initial*

1. Prepared by: Tammy Iddings
2. Attorney reviewed: Christopher Quinn
3. AS-Finance reviewed: M Caldwell
4. IT reviewed if IT related: _____
5. Corrections made: _____
6. Attorney signoff: _____
7. Contractor signed: Lessee ✓
8. Submitted to Exec Office: ✓
9. Council approved (if necessary): _____
10. Executive signed: ✓
11. Contractor Original Returned to dept: ✓
12. Original to Council: ✓

Indicate date transmitted

- | | |
|------|-------------------|
| Date | <u>05/15/19</u> |
| Date | <u>05/15/2019</u> |
| Date | <u>05/16/19</u> |
| Date | _____ |
| Date | _____ |
| Date | <u>5-17-19</u> |
| Date | <u>5-23-19</u> |
| Date | <u>6.4.19</u> |
| Date | <u>6.5.19</u> |
| Date | <u>6-5-19</u> |
| Date | <u>6-6-19</u> |

THIS LEASE AGREEMENT is entered into by and between **WHATCOM COUNTY**, a municipal corporation, hereafter referred to as "Lessor," and **WHATCOM COUNTY SEARCH AND RESCUE COUNCIL**, hereafter referred to as "Lessee."

WHEREAS, the Lessee is in need of a facility in a central location to house their operations in furtherance of their public services; and,

WHEREAS, the Lessor is the owner of approximately 160 acres in the NE ¼ of Section 34, Township 39 N., Range 2 East of W.M., more commonly known as the "County Farm," located at the southeast corner of the intersection of Smith Road and Northwest Road in Whatcom County; and

WHEREAS, the Lessor desires to lease 0.63 acres of real property, also known as 1041 W. Smith Road, Bellingham, WA 98226, to the Lessee to further facilitate the Lessee's public service contribution.

NOW, THEREFORE, the parties agree as follows:

A. DESCRIPTION OF THE PREMISES

Lessor hereby leases to Lessee the following-described real property situate in Whatcom County, Washington: The NW ¼ of the NE ¼ of Section 34, Township 39 N., Range 2 East, W.M., described as follows: Commencing at the north quarter corner of said Section 34; thence easterly along the north section line for a distance of 513.68 feet; thence south, at right angles to said section line, 30 feet to the southerly right of way line of county road no. 103 (W. Smith Road) and the true point of beginning of this parcel; thence continuing south 87 feet; thence easterly parallel to said section line for a distance of 45 feet; thence south at right angles for a distance of 10 feet; thence easterly parallel to said section line for a distance of 243 feet; thence north at right angles for a distance of 97 feet to the southerly right of way of said county road no. 103; thence westerly 288 feet along said southerly right of way line to the true point of beginning. .

B. RENT

Lessee shall pay to the Lessor for the use and occupancy of the above-described property the sum of ONE DOLLAR (\$1.00) per year, payable March 1, 2019, and each successive year thereafter for the term of this agreement. The Lessee and Lessor agree that the rental amount specified in this paragraph shall be renegotiated on or before March 1, 2024, and each five-year period thereafter during the term of this agreement.

C. IMPROVEMENTS

Any improvements on the above-described property shall be completed/constructed at Lessee's sole expense and with the written consent of the Lessor, but Lessee shall, before making any improvements or alterations, submit the plans and designs therefor to Lessor for approval. Upon the expiration of this lease agreement, all improvements shall become the property of the Lessor. If at any time during the life of this lease, the Lessee fails to use the property for the purposes expressed herein, without first obtaining permission in writing from the Lessor to do so, the lease shall be forfeited.

D. TERM

The term of this lease shall be thirty-five (35) years unless sooner terminated and/or modified as provided herein. Provided, however, that any improvements made or installed pursuant to Paragraph "C" of this lease shall become the property of the Lessor upon the expiration of this lease.

E. USE

The intent of this lease is to provide Lessee with a site and building to house and store supplies and equipment, and to provide Lessee with office space necessary for its operations. Lessee shall not use,

nor permit the property or any part thereof to be used, for any purpose or purposes other than those for which the property is hereby leased.

F. ACCEPTANCE OF PROPERTY

Lessee acknowledges that it is in all respects familiar with the property and the improvements thereon and that no representations have been made by Lessor as to said property or improvements except for those representations made in writing contained in this lease agreement. Lessee hereby accepts said property and improvements as they are now situated.

G. MAINTENANCE

Maintenance of the leased property and all improvements thereon shall be the responsibility of the Lessee. The Lessee agrees to maintain in good repair all improvements and related facilities, grounds and roads at all times and at its sole expense in accordance with all sanitary, health, building and other regulatory codes and ordinances relating thereto. Lessee further covenants not to commit waste nor permit anyone else to commit waste during its possession of the premises.

H. LESSOR'S RIGHT-OF-ENTRY

Lessee shall permit Lessor and the agents and employees of Lessor to enter into and upon the property at all reasonable times for the purpose of inspecting the same or exhibiting the property to prospective tenants.

I. UTILITIES

The Lessor has installed, sewer and water services from three feet outside of the structure or structures to the main supply and/or discharge. The Lessee shall pay all costs and charges for utilities furnished including electricity, water, sewer and/or gas during the term of this lease.

J. SUBLEASE AND ASSIGNMENT

Lessee shall not assign, transfer, pledge, or sublease this lease, the property or any part thereof, or any interest therein, and shall not permit the property, or improvements, facilities or any part thereof, to be used by anyone other than the Lessee or its agents or employees unless the written consent of the Lessor is first obtained.

K. LIENS

Lessee shall keep the above-described property free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. In the event Lessee becomes insolvent, voluntarily or involuntarily bankrupt, or a receiver, assignee or other liquidating officer is appointed for the business of the Lessee, then the Lessor may cancel this lease at Lessor's option.

L. LOSS OR DAMAGE

All risk of loss or damage to the property, facilities or improvements is assumed by the Lessee and Lessor shall not be held responsible for damage accruing thereto unless such damage shall have been caused solely by the negligent acts or omissions of Lessor.

M. INDEMNIFICATION AND HOLD-HARMLESS

Lessee agrees and covenants to indemnify, defend and save harmless Lessor and those persons who were, now are, or shall be, duly elected or appointed officials or members or employees thereof, hereinafter referred to as "Lessor" against and from any loss, damage, cost, charge, expense, liability, claim, demand, or judgement of whatsoever kind or nature, whether to persons or property, arising wholly or partially out of any act, action, neglect, omission or default on the part of Lessee, its subcontractors or employees, except if such injury or damages shall have been caused by or resulted from the sole negligence of Lessor. In case any suit or cause of action shall be brought against Lessor on account of any act, action, neglect, omission, or default on the part of the Lessee, its agents, subcontractors or employees, the Lessee hereby agrees and covenants to appear and assume the defense thereof and to pay any and all costs, charges, attorneys' fees and other expense, and any and all judgements that may be incurred or obtained against Lessor.

In the event the Lessor is required to institute legal action and/or participate in legal action to enforce this Indemnification and Hold Harmless Clause, the Lessee agrees to pay the County's legal fees, costs, disbursements incurred in establishing the right to indemnification.

WHATCOM COUNTY:
Recommended for Approval:

Jon Hutchings 5/22/19
Public Works Director Date

Approved as to form:

Christopher Quinn 5/22/19
Senior Deputy Prosecuting Attorney Date

Approved:

Accepted by Whatcom County:
Jack Louws
Jack Louws, Whatcom County Executive

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this 5th day of June, 2019, before me appeared Jack Louws, to me known to be County Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Arden Landry
NOTARY PUBLIC in and for the State of Washington, residing at
Bellingham My commission expires 05.25.2023

LESSEE INFORMATION

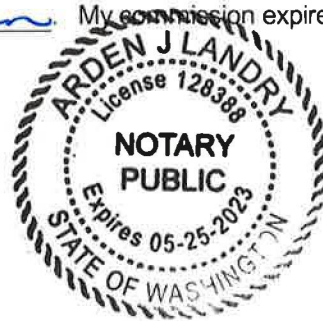
Whatcom County Search & Rescue Council

Jesse A Curry, Council Chairman

Address:
1041 W. Smith Rd.
Bellingham, WA 98225

Mailing Address:
1041 W. Smith Rd.
Bellingham, WA 98225

Contact Name: Jesse A Curry
Contact Phone: 360-815-1384
Contact Fax:
Contact Email: Jesscurry76@gmail.com





MEMORANDUM

RECEIVED

MAY 23 2019

JACK LOUWS
COUNTY EXECUTIVE

TO: The Honorable Jack Louws, County Executive
Honorable Members of the Whatcom County Council

THROUGH: Jon Hutchings, Public Works Director *JH*

FROM: Eric L. Schlehuber, Public Works Equipment Services Manager *ES*

DATE: May 15, 2019

RE: Property Lease Agreement – Whatcom County Search and Rescue Council

▪ **Requested Action**

Enclosed for your review and approval are two original property lease agreements between Whatcom County Public Works and Whatcom County Search and Rescue Council.

▪ **Background and Purpose**

This lease agreement is for the usage of real property by the Whatcom County Search and Rescue Council to house their operation in furtherance of their public service. The property lease term is for thirty-five years. This will cover the period from March 1, 2019 through February 28, 2034.

▪ **Funding Amount and Source**

This is NOT a budgeted expenditure. The Whatcom County Search and Rescue Council will pay ONE DOLLAR (\$1.00) per year, payable March 1, 2019, and each successive year thereafter for the term of this agreement. This rental amount will be renegotiated on or before March 1, 2024 and each five-year period thereafter during the term of this agreement.

▪ **Differences from Previous Contract**

This new property lease will be March 1, 2019 through February 28, 2034. The prior lease began in March 1984 and expired after the thirty-five year term on February 28, 2019. The annual rent amount remains the same as the prior lease agreement as ONE DOLLAR (\$1.00).

▪ **Recommended Action**

Please approve this property lease renewal agreement and forward to the County Executive and the County Council for approval at their June 4, 2019 County Council meeting.

Please contact Eric L. Schlehuber at extension 6405, if you have any questions or concerns regarding the terms of this agreement.

Encl.