

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.

201905035

Originating Department:	Parks & Recreation
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Senior Services
Contract or Grant Administrator:	Michael McFarlane
Contractor's / Agency Name:	Cornwall Center Inc.
Is this a New Contract?    If not, is this an Amendment or Renewal to an Existing Contract?    Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval?    Yes <input checked="" type="radio"/> No <input type="radio"/> 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 <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process?    Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: _____	
Is this agreement excluded from E-Verify?    No <input type="radio"/> Yes <input checked="" type="radio"/> 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 \$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): \$ <u>\$118,260 over 5 years</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ <u>\$118,260 over 5 years</u>	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> 1. Exercising an option contained in a contract previously approved by the council. 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. 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.
Summary of Scope: This is a five year Commercial Lease Agreement between Whatcom Co. Parks and Cornwall Center Inc. for use of a parking lot for the Bellingham Senior Activity Center. Parks agrees to pay Cornwall Center Inc. \$1,855 / mo. for the first year, increasing 3% each year after. The City of Bellingham and Whatcom Council on Aging cost share the parking lot by reimbursing Parks 66% (City) of the cost and 22% (WCOA) of the cost each month.	
Term of Contract: 7/1/2019	Expiration Date: 6/30/2024

Contract Routing:	1. Prepared by: <u>Shannon Batdorf</u>	Date: <u>5/16/2019</u>
	2. Attorney signoff: _____	Date: <u>5/21/19</u>
	3. AS Finance reviewed: <u>Shannon</u>	Date: <u>5/22/19</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: <u>5-22-19</u>
	7. Council approved (if necessary): _____	Date: <u>6-18-19</u>
	8. Executive signed: _____	Date: <u>6-19-19</u>
	9. Original to Council: _____	Date: <u>7-11-19</u>

COMMERCIAL LEASE AGREEMENT

THIS LEASE made the 1<sup>st</sup> day of July, 2019, by and between Cornwall Center Inc., 818 Racine Street, Bellingham, WA 98229, (hereinafter called the Lessor) and Whatcom County through the Parks & Recreation Department, 3373 Mt. Baker Highway, Bellingham, WA 98226 (hereinafter called the Lessee):

WITNESSETH:

1. PREMISES: Lessor does hereby lease to Lessee, those certain premises commonly know as north portion of parking lot (configured at 60 spaces) at 1800 Block Cornwall Avenue; (as marked on Exhibit A), excluding parking spaces directly next to Cornwall Center building.
2. TERM: The Term of the Lease shall be for 5 years commencing the first day of July 2019 with an option to renew for an additional five years at a relevant negotiated rate.
3. RENT: Lessee covenants and agrees to pay Lessor at 818 Racine Street, Bellingham, WA 98229, each month in advance of the first day of each month of the lease term. If not paid in ten days, a service charge of 18% shall also be due. The payment amount for the first twelve (12) month period of July 1, 2019 through June 30, 2020 shall be \$1,855.00 per month. This amount shall increase annually as follows:

Year two ( July 1, 2020 – June 30, 2021):	\$1,910.00 / Month
Year three (July 1, 2021 – June 30, 2022):	\$1,970.00 / Month
Year four (July 1, 2022 – June 30, 2023):	\$2,030.00 / Month
Year five (July 1, 2023 – June 30, 2024):	\$2,090.00 / Month

4. REPAIRS AND MAINTENANCE: Premises have been inspected and are accepted by Lessee in their present condition. Lessee shall, at its own expense and at all times, keep premises neat, clean and in sanitary condition, and keep and use the premises in accordance with applicable laws, ordinances, rules, regulations and requirements of governmental authorities. Lessee shall permit no waste, damage or injury of the premises.
5. SIGNS AND ALTERATIONS: All signs or symbols placed by Lessee on or about the premises shall be subject to Lessor's prior written approval. After prior written consent of Lessor, Lessee may make alterations and improvements in said premises, at Lessee's sole cost and expense. Lessor may elect to require Lessee to remove any such alterations, additions or improvements upon termination of this Lease and at Lessee's sole cost and expense.
6. LIENS AND INSOLVENCY: Lessee shall keep the premises free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by Lessee, and shall indemnify and hold Lessor harmless against the same.
7. SUBLETTING OR ASSIGNMENT: Lessee shall not sublet the whole or any part of the premises, nor assign this Lease, without the written consent of Lessor, which will not be unreasonably withheld. This Lease shall not be assignable by operation of law. Any assignment shall not release the Lessee from liability under this Lease unless the assignment states such.

8. **DAMAGE OR DESTRUCTION:** In the event the premises are rendered untenable in whole or in part by fire, the elements, or other casualty, Lessor shall notify Lessee, within thirty (30) days after such casualty, that Lessor will undertake to rebuild or restore the premises. During the period of untenability, rent shall abate in the same ratio as the portion of the premises rendered untenable bears to the whole of the premises.
9. **ACCIDENTS:** Lessor or its agent shall not be liable for any injury or damage to persons or property sustained by Lessee or other, in and about the premises. Lessee agrees to defend and hold Lessor and its agents harmless from any claim, action and/or judgment for damages to property or injury to persons suffered or alleged to be suffered on the premises by any person, firm or corporation, unless caused by Lessor's negligence.
10. **COSTS AND ATTORNEY'S FEES:** If by reason of any default or breach on the part of either party in the performance of any of provisions of this Lease, a legal action is instituted, the losing party agrees to pay all reasonable costs and attorney's fees in connection therewith, including costs and fees to collect any judgment. It is agreed that the venue of any legal action brought under the terms of the Lease may be in the county in which the premises are situated.
11. **SURRENDER OF PREMISES:** Lessee agrees, upon termination of the Lease, to peacefully quit and surrender the premises without notice and leave the premises neat and clean. If Lessor elects to require Lessee to remove alterations, additions or improvements made by Lessee, then Lessee shall restore the premises to their previous conditions, less reasonable wear and tear.
12. **BINDING ON HEIRS, SUCCESSORS AND ASSIGNS:** The covenants and agreements of the Lease shall be binding upon the heirs, executors, administrators, successors and assigns of both parties hereto, except as hereinabove provided.
13. **USE:** Lessee shall use the premises for the purposes of parking and for no other purposes, without written consent of Lessor.
14. **NOTICE:** Any notice required to be given by either party to the other shall be deposited in the US mail, postage prepaid, addressed to the lessor at 818 Racine Street, Bellingham, WA 98229 or to the Lessee at 3373 Mt. Baker Highway, Bellingham, WA 98226 or at such other address as either party may designate to the other in writing from time to time.
15. **RIDER:** Riders, if any, attached hereto, are made apart of this lease by reference and described as: See Attached.
16. **TIME IS OF THE ESSENCE OF THIS LEASE.**
17. If Lessee is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the By-Laws of said corporation, and that this Lease is binding upon said corporation in accordance with its term. If Lessee is a corporation, Lessee shall, within thirty (30) days after execution of this Lease, deliver to Lessor or certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of the Lease.



Exhibit A



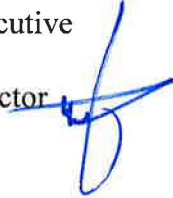
**WHATCOM COUNTY**  
**Parks & Recreation**  
3373 Mount Baker Highway  
Bellingham, WA 98226-7500



**Michael G. McFarlane**, Director  
**Christ Thomsen**, Parks Operations Manager

## MEMORANDUM

**TO:** Jack Louws, County Executive

**FROM:** Michael McFarlane, Director 

**DATE:** May 16, 2019

**RE:** Cornwall Center Inc. Commercial Lease Agreement

**RECEIVED**

**MAY 22 2019**

**JACK LOUWS**  
**COUNTY EXECUTIVE**

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Enclosed for your signature is a five year Commercial Lease Agreement between Whatcom County Parks & Recreation and Cornwall Center, Inc for use of a parking lot (60 spaces) for the Bellingham Senior Activity Center.

Whatcom County Parks cost shares with the City of Bellingham and Whatcom Council on Aging for the parking lot. The City reimburses Parks monthly for 66% of the cost and WCOA reimburses Parks monthly for 22% of the cost. The total cost of the parking lot is \$1855.00 per month, increasing 3% annually.

Please feel free to contact me at extension 5855 if you have any additional questions or concerns.

Thank you.