

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.
201109006-4

Originating Department:	Parks & Recreation
Division/Program: (i.e. Dept. Division and Program)	EWRRC (Cost Center 6375)
Contract or Grant Administrator:	Bennett Knox
Contractor's / Agency Name:	Opportunity Council
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes ☒ No ☐ Yes ☐ No ☒ If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201109006	
Does contract require Council Approval? Yes ☒ No ☐ 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 ☐ No ☒ If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes ☐ No ☒ If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Contract _____ Yes ☐ No ☒ If yes, RFP and Bid number(s): _____ Cost Center: _____	
Is this agreement excluded from E-Verify? No ☒ Yes ☐ If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below: ☐ Professional services agreement for certified/licensed professional. ☐ Goods and services provided due to an emergency ☐ Contract work is for less than \$100,000. ☐ Contract for Commercial off the shelf items (COTS). ☐ Contract work is for less than 120 days. ☐ Work related subcontract less than \$25,000. ☐ Interlocal Agreement (between Governments). ☐ Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ 105,412 (annually) This Amendment Amount: \$ 50,000 (2025) and \$51,500 (2026) Total Amended Amount: \$ 155,412 (2025) and \$156,912 (2026) Summary of Scope:	Council approval required for; all property leases, all Interlocal agreements, contracts or bid awards exceeding \$75,000 , and grants exceeding \$40,000 and and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 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.
Amendment No. 4 to the Lease and Operations Agreement for the East Whatcom Regional Resource increases the County's annual support from \$105,412 to \$155,412 in 2025 and \$156,912 in 2026.	
Term of Contract: 25 years (from 10/1/2011)	Expiration Date: 9 /31/2036

Contract Routing:	1. Prepared by: Bennett Knox	Date: 8/19/2025
	2. Attorney signoff: Brandon Waldron (via e-mail)	Date: 8/21/2025
	3. AS Finance reviewed: Andrew Tan (via e-mail)	Date: 8/28/2025
	4. IT reviewed (if IT related):	Date: _____
	5. Contractor signed:  Initial	Date: _____
	6. Executive contract review: JL	Date: 9/11/2025
	7. Council approved, if necessary: AB2025-622	Date: 9/9/2025
	8. Executive signed:	Date: _____
	9. Original to Council:	Date: _____

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



Bennett Knox, Director
Christ Thomsen, Parks Operations Manager

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Bennett Knox, Director 

RE: Contract Amendment (#4) – Opportunity Council – Lease and Operations Agreement

DATE: August 21, 2025

Enclosed is an Amendment (#4) to the current Lease and Operations Agreement with the Opportunity Council pertaining to the East Whatcom Regional Resource Center. Please review the agreement and sign (via DocuSign) and return to my office.

Background and Purpose

The East Whatcom Regional Resource Center, a County-owned facility, has been operated by the Opportunity Council since 2011 under a Lease and Operation Agreement (Contract #201109006) with the stated goal to provide necessary services, primarily to low-income or otherwise disadvantaged residents of east Whatcom County.

The current 25-year contract expires September 30, 2036. Amendment #4 increases Whatcom County's financial support of the facility to reflect inflation adjustments that were approved with the 2025-2026 biennial budget.

Funding Amount and Source

2025: \$155,412
2026: \$156,912

Source: General Fund

Differences from Previous Contract

Amendment #4 increases the County's annual support from \$105,412 to \$155,412 in 2025 and \$156,912 in 2026, respectively. The amendment also clarifies responsibility for monitoring and maintenance of the facility core and shell infrastructure given the age of the facility and expected maintenance needs in the short- to mid-term and to provide on consistency with similar county facility lease agreements. Insurance requirements have also been updated.

Please contact me, at extension 5855, if you have any questions or concerns regarding the terms of this agreement.

Encl.

Whatcom County Contract No.

201109006-4

Amendment No. 4
Whatcom County Contract No. 201109006
CONTRACT BETWEEN WHATCOM COUNTY AND
THE OPPORTUNITY COUNCIL

THIS AMENDMENT is to the Contract between Whatcom County (LESSOR) and the Opportunity Council (LESSEE), dated October 1st, 2011 and designated "Whatcom County Contract No. 201109006". In consideration of the mutual benefits to be derived, the parties agree to the following:

This Amendment modifies paragraphs 2.6, 2.7, and 3.10, 4.2, 4.3, 4.4, and Exhibit A of the current lease and operations agreement. This amendment further increases the annual maximum consideration by \$50,000 for year 2025 and \$51,500 for year 2026, for a total annual consideration of \$155,412 in 2025 and \$156,912 in 2026.

Unless specifically amended by this agreement, all other terms and conditions of the original contract and subsequent amendments shall remain in full force and effect.

This Amendment takes effect: October 1, 2025, regardless of the date of signature.

IN WITNESS WHEREOF, Whatcom County and the Opportunity Council have executed this Amendment on the date and year below written.

Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and to bind the party thereto.

DATED this 9/11/2025 day of September, 2025.

CONTRACTOR:

CONTRACTOR/LESSEE: Opportunity Council

Signed by:

Greg Winters

CD16EF48E80C4CC...

Greg Winter, Executive Director Opportunity Council

WHATCOM COUNTY:

Recommended for Approval:

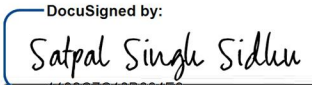
 8/28/25
Parks Department Director Date

Approved as to form:

Approved via email BW/BK 08/21/25
Prosecuting Attorney Date

Approved:

Accepted for Whatcom County:

DocuSigned by:
By:  9/12/2025
1192C7C18B664E3...
Satpal Singh Sidhu, Whatcom County Executive

CONTRACTOR INFORMATION:

CONTRACTOR/LESSEE

OPPORTUNITY COUNCIL
1111 Cornwall Avenue
Bellingham, WA 98225

Contact Name: Greg Winter
Contact Phone: (360) 734-5121
Contact Email: greg_winter@oppco.org

Attachment "A" (Amendment No. 4)

Current:

2.6 Facility Reserve Fund: The Lessee will maintain a Facility Reserve Fund. The Lessee will report monthly deposits, outlay and the balance of the fund. Rents paid pursuant to section 2.3 will be deposited to the fund. All rent from subleases as provide in section 2.4 and all user fees as provided in section 2.5 will be deposited into the fund. The fund may be used for the following costs:

1) Operation and maintenance expenses to the extent these expenses exceed the annual budget of \$105,412.

2) Purchase of goods and materials to furnish the facility, equip the kitchen and improve access to technology.

3) To provide services at the facility.

No expenditures shall be made from the fund for items 2 and 3 unless the Lessee is reasonably certain there is an adequate balance in the fund to cover any expenses pursuant to item 1.

Any furnishing or equipment purchased with the Facility Reserve Fund shall be for the exclusive use and benefit of the East Whatcom Regional Resource Center and related activities.

At termination of the lease the Lessee shall remit any unexpended balance of the Facility Reserve Fund to the Lessor.

2.7 Condition of Premises: Lessee agrees to keep the Premises and all Lessor owned improvements thereon continually in good condition throughout the term of the Lease. The Lessee is responsible for the coordination of maintenance and inspection requirements as directed by the Lessor represented by the Facilities Manager and Parks Director and communicated in the initial building handover. Lessee further agrees to maintain the exterior appearance of the Premises, including landscaping and general cleanliness of the walls and windows, during the term of the Lease in as good of condition as they exist on the commencement date of the Lease. The Lessor, as Landlord shall be responsible for all major external maintenance such as paint, siding, roof and structural needs of the parking area(s).

Change to:

2.6 Facility Reserve Fund: The Lessee will maintain a Facility Reserve Fund. The Lessee will submit invoices on a monthly basis. Each invoice shall include a report of monthly deposits to the Facility Reserve Fund, outlays, and the balance of the fund. Rents paid pursuant to section 2.3 will be deposited to the fund. All rent from subleases as provide in section 2.4 and all user fees as provided in section 2.5 will be deposited into the fund. The fund may be used for the following costs:

1) Operation and maintenance expenses to the extent these expenses exceed the annual budget as approved in section 3.10.

2) Purchase of goods and materials to furnish the facility, equip the kitchen and improve access to technology.

3) To provide services at the facility.

No expenditures shall be made from the fund for items 2 and 3 unless the Lessee is reasonably certain there is an adequate balance in the fund to cover any expenses pursuant to item 1.

Any furnishing or equipment purchased with the Facility Reserve Fund shall be for the exclusive use and benefit of the East Whatcom Regional Resource Center and related activities.

At termination of the lease the Lessee shall remit any unexpended balance of the Facility Reserve Fund to the Lessor.

2.7 Maintenance of Premises: Lessee agrees to keep the Premises and all Lessor owned improvements thereon continually in good condition throughout the term of the Lease.

1) Lessee agrees to maintain the exterior appearance of the premises, including landscaping, structures, parking areas, and general cleanliness of walls and windows, in a condition that is clean, well-kept, and consistent with industry standards for similar facilities. Normal wear and tear, as well as aging of materials over time, shall be considered in determining compliance with this provision.

2) The Lessor, as Landlord shall be responsible for all major external maintenance such as paint, siding, roof and structural needs of the parking area(s).

3) Effective January 1, 2026, Lessor shall maintain the facility core and shell and its major systems (HVAC, electrical, fire alarm and fire suppression, water heaters) in good repair and tenantable condition during the term of this Lease, except in the case of damage caused by the Lessee, its clients, agents, or employees. For the purposes of maintaining the Facility, the County reserves the right at reasonable times to enter and inspect the Center and to make any necessary repairs to the building. Lessee agrees to reimburse County for damages caused by its employees, contractors, licensees, invitees, clients and agents. This paragraph shall not be construed as making Lessee responsible for the repair of normal wear and tear.

4) Effective January 1, 2026, County shall perform preventive maintenance on the Facility as it deems necessary during the term of the Agreement. Examples of such maintenance include but are not limited to HVAC maintenance, air filter changes; heating unit checks, electrical and plumbing system checks.

5) Effective January 1, 2026, corrective maintenance will be performed by County upon reasonable request by Lessee to restore facility components to operational condition. Lessee shall submit a work order to request corrective maintenance.

6) Furniture, fixtures and equipment that is not part of the structure of the building is the Lessee's responsibility for upkeep and replacement.

7) Lessee shall be responsible for maintaining the internal suite and repair and maintenance of items such as gypsum wallboard repair, cosmetic blemishes, damage caused by occupants, wear and tear of carpet and flooring, carpet cleaning and floor striping and waxing, painting, light bulb replacement, and typical occupant wear and tear.

8) Lessee shall be solely responsible for all repair and maintenance of furniture fixtures and equipment not related to building systems.

9) Snow Removal shall be the responsibility of the Lessee.

Current:

3.10 — Operations and Maintenance Budget: The Lessor will provide financial support for operations and maintenance of the building and property for the period of January 1st, 2017 to December 31st, 2021 at a rate of \$105,412 annually. Compensation shall not exceed the approved annual rate. Financial support for subsequent years 2022 through 2036 will be determined after a review by Lessor and Lessee of the costs associated with maintenance, operations and support of the premises.

YEAR _____ Maintenance and Operation Support provided by Whatcom County

2017: _____ \$105,412/annually

2018: _____ \$105,412/annually

2019: _____ \$105,412/annually

2020: _____ \$105,412/annually

2021: _____ \$105,412/annually

Allowable expenses will be reimbursed on a monthly basis upon presentation of an invoice and required supporting documentation. Request for reimbursements of wages must be supported by payroll summaries identifying employee, hours worked and amount of compensation. Requests for reimbursement of allowed expenses as described in Exhibit "A" must be accompanied by copies of paid invoices itemizing costs incurred. Compensation shall not exceed the approved annual budget amount.

Change to:

3.10 Operations and Maintenance Budget: The Lessor will provide financial support for operations and maintenance of the building and property for the period of January 1, 2025 to December 31, 2025

at a rate of \$155,412 and for the period of January 1, 2026 to December 31, 2026 at a rate of \$156,912. After December 31, 2026, unless there is agreement on a change in support level, the amount of support will remain \$156,912 annually. Compensation shall not exceed the approved annual rate. Financial support for subsequent years 2030 through September 30, 2036 will be determined after a review by Lessor and Lessee of the costs associated with maintenance, operations and support of the premises. Financial support funds will be distributed monthly, up to the annual financial support amount, based on invoices submitted by the Lessee to the Lessor as required in section 2.6 of this amendment.

<u>YEAR</u>	<u>Maintenance and Operation Support provided by Whatcom County</u>
2025:	\$155,412/annually
2026:	\$156,912/annually
2027:	\$156,912/annually
2028:	\$156,912/annually
2029:	\$156,912/annually

Allowable expenses will be reimbursed on a monthly basis upon presentation of an invoice and required supporting documentation. Request for reimbursements of wages must be supported by payroll summaries identifying employee, hours worked and amount of compensation. Requests for reimbursement of allowed expenses as described in Exhibit “A” must be accompanied by copies of paid invoices itemizing costs incurred. Compensation shall not exceed the approved annual budget amount.

Current:

~~4.2 — Lessee shall procure and maintain a comprehensive general liability policy covering all claims for personal injury (including death) and/or property damage (including all real and personal property located on the Premises) arising on the Premises or arising out of Lessee's operations. The limits of liability shall be not less than One Million Dollars (\$1,000,000 for each occurrence and in the aggregate unless the Lessor requests a lesser liability limit. Lessor may impose changes in the limits of liability (i) at the same time as lease renewal; (ii) upon a material change in the condition of any improvements; or, (iii) upon a change in the Authorized Use. If the liability limits are changed, Lessee shall obtain new or modified insurance coverage within thirty (30) days after changes in the limits of liability are required by Lessor. The liability policies shall contain a cross-liability provision such that the policy will be construed as if separate policies were issued to Lessee and to Lessor.~~

~~4.3 — Insurance Policy: The foregoing insurance policy shall name Lessor as an additional insured. Lessee shall provide certificates of insurance and, if requested, copies of any policy to Lessor. Receipt of such certificate or policy by Lessor does not constitute approval by Lessor of the terms of such policy. Furthermore, the policy of insurance required herein shall: (i) be written as a primary policy; (ii) expressly provide that such insurance may not be materially changed, amended or canceled with respect to Lessor except upon forty five (45) days' prior written notice from the insurance company to Lessor; (iii) contain an express waiver of any right of subrogation by the insurance company against~~

~~Lessor and Lessor's elected officials, employees, or agents; (iv) expressly provide that the insurance proceeds of any loss will be payable notwithstanding any act of negligence of Lessee which might otherwise result in a forfeiture of said insurance; and (v) in regard to physical property damage coverage, expressly provide that all proceeds shall be paid jointly to Lessor and Lessee.~~

~~4.4 — Lessor Insurance: As owner of the facility, the Lessor will insure the building for damage to the building due to fire or earthquake, flood and civil disobedience.~~

Change to:

4.2 Insurance: Lessee shall, at its own expense, obtain and continuously maintain the following insurance coverage. All insurers providing such insurance shall have an A.M. Best Rating of not less than A- (or otherwise be acceptable to the Lessor) and be licensed to do business in the State of Washington and admitted by the Washington State Insurance Commissioner. Coverage limits shall be the minimum limits identified herein or the coverage limits provided or available under the policies maintained by Lessee without regard to this lease, whichever are greater:

Commercial General Liability and Public Liability

Property Damage - \$500,000 - per occurrence

General Liability & bodily injury- \$2,000,000.00 – per occurrence

\$4,000,000 - Minimum, Annual Aggregate

Business Automobile Liability

\$2,000,000 Minimum, per occurrence

\$4,000,000 Minimum, Annual Aggregate

Lessee shall provide auto liability coverage for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or the exact equivalent with a limit of no less than \$2,000,000 per accident. If Contractor owns no vehicles this requirement may be met through a non-owned auto Endorsement to the CGL policy.

LESSEE must provide to the Lessor a Certificate of Liability Insurance with Endorsements on the CGL, Public Liability and auto policy. The Certificate of Liability and Endorsements shall name the Whatcom County, employees, officers, agents, officials and volunteers as named Additional Insureds. Lessee's insurance shall be considered primary and shall waive all rights of subrogation. The Lessor's insurance shall be non-contributory. The CGL policy shall be an occurrence basis. All Lessee's subcontractors' and vendors' providing services and performing work on the Leased Premises shall have policies of insurance that shall also name the Whatcom County as an additional named insured with endorsements, provide primary insurance coverage, waiver of subrogation and the Lessor's insurance shall be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participate in by the Lessor shall be excess. All Contractor's and subcontractors' liability insurance policies must be endorsed to show this primary coverage.

Lessee agrees Lessee's insurance obligation shall survive the completion or termination of this lease for a minimum period of three years. Failure by Lessee to provide insurance as required shall be considered a material breach of this Lease.

Due to the length of this Lease, the parties agree to periodically review the insurance limits to determine if they are adequate. If the Lessor deems such insurance limits not to be adequate, then Lessee, upon request from the Lessor shall raise such insurance limits to adequate amounts.

The insurance policy covering liability for the Leased Premises and concession sales shall be a comprehensive general liability policy with the above policy limits, and, in addition shall include coverage for merchandise sold by Lessee through its facilities.

The policy of insurance shall have a thirty (30) day cancellation notice in the event of termination, or material modification of coverage, which notice shall be provided to the Lessor.

Failure by the Lessor to review or reject the Insurance Certificate and/or Endorsement does not constitute a waiver of Lessee's duty and obligation to obtain the Insurance and Endorsements required in this Lease, nor does it constitute an acceptance by the Lessor of the Insurance and Endorsements provided.

4.3 Lessor Insurance: As owner of the facility, the Lessor will insure the building for damage to the building due to fire or earthquake, flood and civil disobedience.

Revised Exhibit A: Building Operations Budget:

Current:

EXHIBIT "A"

**EAST WHATCOM REGIONAL RESOURCE CENTER
Building Operations Budget
Opportunity Council**

Expense Category Breakdown

Direct Labor	\$ 15,851.
Fringe Benefit	\$ 7,973.
Operational Services – Contracted	\$ 7,500.
Utilities	\$ 34,412.
Repair & Maintenance – Other	\$ 1,250.
Repair & Maintenance – Contracted	\$ 11,025.
Supplies	\$ 1,800.
Insurance	\$ 5,000.
Allocated Common Facilities Costs	\$ 3,000.
SUBTOTAL:	\$ 87,811.
Agency Indirect 12%	\$ 10,889.
Contracted Amt.:	\$ 98,700.

East Whatcom Regional Resource Center - 2026 Anticipated

Instructions: Direct costs are those costs that can be assigned specifically to the provision of the particular service, activity, project, or program the County is purchasing. Include the direct costs of providing program services during the 12 month contract period on this worksheet. Use Attachment B-2 to determine the total direct cost of each employee assigned to this program to provide direct services.

Item			Rate	Project Budget	Comments*
Personnel List name of each person working on this project, including those paid by subcontractors	List title of each position	Enter the approximate hours on the project	Based on Line 11 of Attachment B-2 calculations	(C * D)	Briefly describe role of staff person.
.4 FTE @ \$24/hr plus benefits	OC I&R Staff	707.2	37.44	\$ 26,478	
.15 FTE @ \$29/hr plus benefits	OC Facilities	265.2	45.24	\$ 11,998	
TOTAL PERSONNEL COSTS				\$ 38,475.22	

Other Direct Costs (list additional categories if needed):	Project Budget	Comments*
Repairs & Maintenance	\$ 35,800	
Janitorial Services	\$ 15,717	
Staff travel/mileage @ GSA rate	\$ 150	
Communications (internet/phone service, etc.)	\$ 8,000	
Maintenance Supplies	\$ 4,000	
Pest Control	\$ 1,000	
Utilities	\$ 33,500	
Other	\$ 1,000	
TOTAL OTHER DIRECT COSTS	\$ 99,166.89	

	Project Indirect Cost
Indirect Cost Rate (See Instructions Attachment B-3):	\$ 19,269.89
TOTAL PROJECT BUDGET	\$ 156,912.00

*Comments - Explain how the budgeted amount was calculated and how this expense is directly related.