

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

202407010

Originating Department:	Parks & Recreation
Division/Program: <i>(i.e. Dept. Division and Program)</i>	803000 Senior Services
Contract or Grant Administrator:	Bennett Knox
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?	
Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: 6210	
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"/> Goods and services provided due to an emergency	
<input checked="" 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>\$133,464</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ <u>\$133,464</u>	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 : <ol style="list-style-type: none"> 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 5 year Commercial Lease Agreement between Whatcom County and Cornwall Center Inc. for use of parking spaces for the Bellingham Senior Activity Center. Parks holds the lease with the Cornwall Center and makes the monthly payments of \$2,153/mo for the first year, increasing 3% each year after. The City of Bellingham and Whatcom Council on Aging reimburse parks for the cost of the lease in separate agreements.	
Term of Contract:	Expiration Date: <u>6/30/2029</u>

Contract Routing: 1. Prepared by: <u>Shannon Batdorf</u>	Date: <u>6/7/2024</u>
2. Attorney signoff: <u>Brandon Waldron via email</u>	Date: <u>6/20/24</u>
3. AS Finance reviewed: <u>Andrew Tan via email</u>	Date: <u>6/27/24</u>
4. IT reviewed (if IT related): _____	Date: _____
5. Contractor signed: _____	Date: <u>6/6/24</u>
6. Executive contract review: <input checked="" type="checkbox"/>	Date: <u>7/2/24</u>
7. Council approved, if necessary: <u>AB2024-448</u>	Date: <u>7/9/24</u>
8. Executive signed: _____	Date: <u>7/10/24</u>
9. Original to Council: _____	Date: _____

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




Bennett Knox, Director
Christ Thomsen, Operations Manager

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Shannon Batdorf, Parks Administrative Supervisor

THROUGH: Bennett Knox, Parks Director 

DATE: May 7, 2024

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

RECEIVED

JUL 02 2024

WHATCOM COUNTY
EXECUTIVE'S OFFICE

Enclosed is a five-year commercial lease agreement between Whatcom County Parks and Cornwall Center Inc.

Background and Purpose

Since 2002, Whatcom County Parks has held a commercial lease agreement with Cornwall Center Inc., for 60 parking spaces adjacent to the Bellingham Senior Activity Center (BSAC), to be used for BSAC parking. While Whatcom County holds the lease, the City of Bellingham and the Whatcom Council on Aging reimburse the County for the cost of the lease in separate agreements.

Funding Amount and Source

The cost of the lease is \$2,153 / month, increasing 3% annually. The budget for the lease is in Parks general fund Senior Center Reimbursable budget (6210.6870). The budgeted revenue for the reimbursement is also in the Senior Center Reimbursable budget. The City of Bellingham reimburses 66.7% of the cost of the lease, budgeted in 6210.4337.1002 and Whatcom Council on Aging reimburses 33.3% of the cost of the lease, budgeted in 6210.4367.1000.

Difference from Previous Agreement

There are no changes from the last lease agreement, WCC 201905035, except for the 3% increase in cost and the addition of the language for termination for public convenience in section 18.

Please let me know if there are any questions or concerns regarding this lease agreement.

COMMERCIAL LEASE AGREEMENT

THIS LEASE made the 1st day of July, 2024, 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 2024 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, 2024 through June 30, 2025 shall be \$2,153.00 per month. This amount shall increase annually as follows:

Year two (July 1, 2025 – June 30, 2026):	\$2,217.00 / Month
Year three (July 1, 2026 – June 30, 2027):	\$2,284.00 / Month
Year four (July 1, 2027 – June 30, 2028):	\$2,352.00 / Month
Year five (July 1, 2028 – June 30, 2029):	\$2,423.00 / 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 untenantable 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 untenantability, rent shall abate in the same ratio as the portion of the premises rendered untenantable 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.

18. Termination for Public Convenience: The County may terminate the Agreement in whole or in part whenever the County determines, in its sole discretion, that such termination is in the interests of the County. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the County at any time during the term, whether for default or convenience, shall not constitute breach of contract by the County.

19. Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions: If applicable, the Contractor further certifies, by executing this contract, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency.

The Contractor also agrees that it shall not knowingly enter into any lower tier covered transactions (a transaction between the Contractor and any other person) with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and the Contractor agrees to include this clause titled "Certification Regarding Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" without modification, in all lower tier covered transactions and in all solicitations for lower tier transactions.

The "Excluded Parties List System in the System for Award Management (SAM) website is available to research this information at WWW.SAM.GOV. Contractor shall immediately notify Whatcom County if, during the term of this Contract, Contractor becomes debarred.

IN WITNESS WHEREOF, the parties have executed this Agreement this 6th day of June, 2024.

[Signature] _____ Date 6/6/2024
Lessor (Cornwall Center Inc.)

[Signature] - Whatcom county
Witness

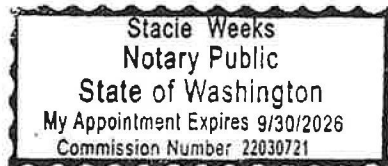


Exhibit A

