

CLERK OF THE COUNCIL
Dana Brown-Davis, C.M.C.

COUNTY COURTHOUSE
311 Grand Avenue, Suite #105
Bellingham, WA 98225-4038
(360) 676-6690



COUNCILMEMBERS
Barbara Brenner
Rud Browne
Barry Buchanan
Sam Crawford
Pete Kremen
Ken Mann
Carl Weimer

WHATCOM COUNTY COUNCIL

**AGENDA REVISION NOTICE
FOR JUNE 17, 2014
(DISTRIBUTED AT 1 P.M. ON JUNE 12, 2014)**

THE FOLLOWING ITEM HAS BEEN ADDED TO FINANCE AND ADMINISTRATIVE SERVICE COMMITTEE AND COUNCIL:

Council "Consent" Agenda Items

9. Request approval for the County Executive to enter into a commercial lease agreement to rent parking spaces at the Cornwall Center for the Bellingham Senior Activity Center (AB2014-242) (paperwork attached below)

WHATCOM COUNTY COUNCIL AGENDA BILL

NO. 2014-242

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	<i>[Signature]</i>	6/5/14	RECEIVED JUN 12 2014 WHATCOM COUNTY COUNCIL	6/17/14	Finance /Council
Division Head:					
Dept. Head:	<i>[Signature]</i>				
Prosecutor:	<i>[Signature]</i>	6/11/14			
Purchasing/Budget:	<i>[Signature]</i>	6/11/14			
Executive:	<i>[Signature]</i>	06/12/14			

TITLE OF DOCUMENT: *Commercial lease for parking at the Bellingham Senior Activity Center*

ATTACHMENTS: *Lease agreement*

SEPA review required? () Yes (X) NO SEPA review completed? () Yes () NO	Should Clerk schedule a hearing? () Yes (X) NO Requested Date:
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SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE: *(If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)*

Request authorization for the County Executive to enter into a commercial lease to rent parking space at the Cornwall Center for the Bellingham Senior Activity Center.

COMMITTEE ACTION:	COUNCIL ACTION:

Related County Contract #: 2002 11003	Related File Numbers:	Ordinance or Resolution Number:
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Please Note: *Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County's website at: www.co.whatcom.wa.us/council.*




RECEIVED

JUN 11 2014

JACK LOUWS
COUNTY EXECUTIVE

MEMORANDUM

TO: Jack Louws, County Executive
FROM: Michael McFarlane, Director 
RE: BASC Parking Lot Lease Agreement for the Cornwall Center
DATE: 6/5/14

Enclosed are two (2) originals of a parking lot lease agreement between Whatcom County and the Cornwall Center Inc. for your review and signature.

▪ **Background and Purpose**

For over forty years the County has leased parking space in the private parking lot directly adjoining the Bellingham Senior Activity Center. These spaces are used by senior participants at the center. The owner of the property has increased the rate to \$30 per space as reflected in the new agreement. The Parks & Recreation Department holds and manages the lease agreement.

▪ **Funding Amount and Source**

The cost of this lease is shared between the Whatcom Council on Aging (\$6,076), City of Bellingham (\$12,486) and Whatcom County (\$3,038). An interlocal agreement with the new rates is currently being processed by the City of Bellingham.

▪ **Differences from Previous Contract**

The previous lease was for 52 spaces at \$14.42 per space per month or \$9,000 annually. The new rate is based on 60 spaces at \$30 per space per month or \$21,600 annually and is for a 5 year term with a 5 year option to renew.

Please contact Michael McFarlane at extension 32072 if you have any questions or concerns regarding the terms of this agreement.

Encl.

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. 201406030

Originating Department:	Parks & Recreation
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="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, Original Contract # Does contract require Council Approval? Yes <input type="checkbox"/> No <input type="checkbox"/>	
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:	
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 Gov't's) <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA	
Contract Amount:(sum of original contract amount and any prior amendments) \$21,600 annually This Amendment Amount: \$ Total Amended Amount: \$	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 \$40,000. • 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: Lease agreement for 60 parking spaces in private lot adjoining the Bellingham Senior Activity Center	
Term of Contract:5 years with 5 year option	Expiration Date: 6/30/24

<i>Contract Routing Steps & Signoff</i>	<i>Sign or Initial</i>	<i>Indicate date transmitted</i>
1. Prepared by:	<i>[Signature]</i>	Date:
2. Attorney reviewed:	<i>[Signature]</i>	Date: June 9, 2014
3. AS Finance reviewed:	<i>[Signature]</i>	Date: 6/11/14
4. IT reviewed, if IT related:		Date:
5. Corrections made:		Date:
6. Attorney signoff:	<i>[Signature]</i>	Date: June 9, 2014
7. Contractor signed: by Lessor:	✓	Date: 6-3-14
8. Submitted to Exec Office:	✓	Date: 6-11-14
9. Council Approved (if required):		Date:
10. Executive signed:		Date:
11. Contractor original returned to Dept.:		Date:
12. County original to Council:		Date:

COUNTY ORIGINAL

WHATCOM COUNTY
CONTRACT NO.
201406030

COMMERCIAL LEASE AGREEMENT

THIS LEASE made the 1st day of July, 2014 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 the Lessee, those certain premises commonly known as the north portion of the parking lot (configured at 60 spaces) at 1800 Block Cornwall Avenue: west of large utility pole (as marked on Exhibit A) and to the south of New Street, excluding parking spaces directly next to Cornwall Center building.
2. TERM: The Term of the Lease shall be for 5 years commencing on the first day of July 2014 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, \$1,800 per month in advance of the first day of each month of the lease term. If not paid in 10 days, a service charge of 18% shall also be due.
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 the 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 the 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, material 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 AND 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 the 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 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 the 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. RIDERS: 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 in accordance with a duly adopted resolution of the Board of directors of said corporation or 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

Exhibit A

Senior Activity Center

New Street

Halleck Street

Senior Activity Center
Available parking

utility pole

Parking for building tenants

OLD BIG BROTHERS BIG SISTERS

