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6-30-99 Sent City to Ken VanSo.

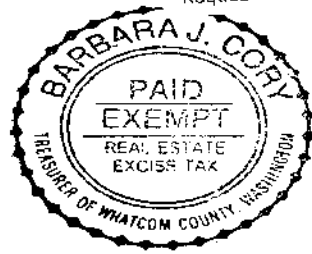


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AGR \$10.00  
Whatcom County, WA

AFTER RECORDING RETURN TO:

SIMONARSON, VISSER,  
ZENDER & THURSTON  
P. O. BOX 631  
LYNDEN, WASHINGTON 98264

Request of: SIMONARSON/FCP



SK  
6-22-99

**DOCUMENT TITLE:** Interlocal Agreement  
**REFERENCE NUMBER OF RELATED DOCUMENT:** n/a  
**GRANTOR(S):** City of Lynden and Lynden Regional Parks and Recreation District  
**GRANTEE(S):** City of Lynden and Lynden Regional Parks and Recreation District  
**ABBREVIATED LEGAL DESCRIPTION:** n/a  
**ASSESSOR'S TAX/PARCEL NUMBER(S):** n/a

**INTERLOCAL AGREEMENT**  
**Between**  
**CITY OF LYNDEN**  
**and**  
**LYNDEN REGIONAL PARKS AND RECREATION DISTRICT**

THIS INTERLOCAL AGREEMENT is entered into pursuant to the provisions of Chapter 39.34 RCW, by and between the City of Lynden (hereafter referred to as "City"), a non-charter code City situated in Whatcom County, Washington, and the Lynden Regional Parks and Recreation District (hereafter referred to as "District"), a District formed under the provisions of RCW 39.69.

WHEREAS, the District boundaries include the City; and

WHEREAS, there was strong support for the creation of the District from the citizens of the City as well as those throughout the District; and

WHEREAS, the City Council of the City has provided support to the District through its City Staff, as well as the provision of other types of support; and

WHEREAS, the citizens of the City and the District have acknowledged that the provisions of quality parks and recreation facilities and services for people of all ages is of paramount importance in establishing and maintaining a quality of life desired by all the citizens within the boundaries of both jurisdictions; and

WHEREAS, both entities are able to and desirous of providing recreational opportunities within the community; and

WHEREAS, The City currently owns, operates and maintains the Bender Field Complex (hereafter referred to as "Complex") and provides the recreational opportunities such as softball, soccer, etc.; and

WHEREAS, the District was formed to provide parks and recreation services and facilities to all of the people within its boundaries, which include the City; and, a bond issue passed to acquire the 21 acre tract of land adjacent to the City's Bender Field Sport Complex (said 21 acre parcel is hereafter referred to as the "property"). The property is described in Exhibit A attached hereto; and

WHEREAS, the City and the District want to provide the community with additional opportunities for recreation; and

WHEREAS, the City and the District want to discover ways to do this to the benefit of the community.

NOW THEREFORE, the parties agree as follows:

1. Lease of Property. The District hereby offers the use of the property to the City. The City hereby accepts said offer and will use the property under the terms and conditions set out in this Agreement. The use by the City will be for a five (5) year period and will be considered a Lease by the City.

2. Lease Payments. The City will pay up to THIRTY THOUSAND and NO/100THS DOLLARS (\$30,000.00) for improvements to the property as directed by the District, including, but not limited to the purchase of irrigation equipment. The City will maintain the ownership of all improvements made to said property.

3. Use of Property. The City will maintain the fields, schedule the use of the fields and receive any revenue collected from the use of the fields paid by any agency, school district or private party in the form of fees as established by the City.

4. Surrender at Termination of Lease. The City further agrees to deliver up said premises without notice at the expiration of this lease, or any extension thereof, in as good a condition as they were at the beginning of this lease, excepting ordinary wear and tear and damage by the elements or by fire.

5. Acceptance and Repair of Premises. The City accepts the premises herein leased in its present condition, and agrees to repair and maintain said premises in its present condition, ordinary wear and tear and damage by fire or the elements excepted.

6. Utilities. The City will pay for all utility charges assessed against said property during the term of this Agreement.

7. Liens. Each party shall be solely responsible for improvements made to the property at its direction. The City will not be responsible for, nor have any obligation to pay for, liens against the property by any persons for property improvements not ordered by the City.

8. Relationship of the Parties. The parties agree that they are each independent entities operating pursuant to the terms and conditions of this Agreement. No agent, employee, servant or representative of any party shall be deemed to be an employee, agent, servant or representative of any other party for any purpose. Each party will be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the term of this agreement.

9. Indemnification. Each party agrees to protect, defend, appear, save harmless and indemnify each other party from and against all claims, suits and actions arising from the intentional or negligent acts or omissions of such party, its agents or employees in the performance of this Agreement.

10. Insurance. Each party will insure itself for liability in an amount of at least \$1,000,000. Each party will insure its property interests as it deems appropriate.

11. Non-discrimination in Employment and Client Services. The parties hereby mutually agree that, in the performance of this Agreement, no person shall be discriminated against on the grounds of race, creed, color, national origin, sex, marital status, age, religion, or on the presence of any sensory, mental or physical handicap. No party shall discriminate against any employee or applicant for employment for the above reasons; PROVIDED, the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the work involved.

12. Extent of Agreement. This Agreement contains all of the terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or

