

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, a non-charter code city situated in Whatcom County Washington, and the Lynden Regional Parks and Recreation District, a district formed under the provisions of RCW 39.69.

WHEREAS, the Lynden Regional Parks and Recreation District boundaries include the City of Lynden, and noting there was strong support for the creation of the District provided by the citizens of the City of Lynden as well as those throughout the District; and that the City Council of the City of Lynden has provided support to the District through its City Administrator and Parks Coordinator, as well as the provision of other types of support such as serving as the site of an official mailing address and the printing and distribution of a District newsletter. Further more, 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.

WHEREAS, the City of Lynden is the owner of recreational property and facilities within the City that were developed for the purposes of providing parks and recreation facilities and services to its residents of all ages. These facilities are managed and maintained by the City, however the facilities are used to capacity by many individuals and groups from outside the City of Lynden, and need to be expanded to meet current demand.

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 of Lynden, and has purchased a 21 acre tract of land adjacent to the City of Lynden's Bender Field Sport Complex. The 21 acre tract of land is currently being maintained by the City.

WHEREAS, the District and the City would like to maintain a mutually beneficial relationship by which they may in the future work together to reach common objectives without duplicative effort and expense, **NOW, THEREFORE:**

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THE PARTIES HEREBY AGREE as follows:

That the City continue to attend the regularly scheduled meetings of the District whenever the meetings do not conflict with City business, and shall be available to help the District with its plans to develop the above mentioned property at the City's option;

That the District shall be attentive to coordination of the development of its facilities to compliment the existing facilities owned by the City,

That the City may elect to provide to the District, certain benefits or services such as, availability of allowing key District personnel to join the City's health care plan, providing telephone message service and a physical address;

That the District may elect to provide to the City certain services or use of its property or equipment;

That any future requests for services which may result in a special memorandum of understanding or addendum to this Agreement, may be originated by either organization, and be approved by the governing body of both organizations in the appropriate form as specified by their by-laws existing at the time; further, both organizations agree that their appropriate staff will be encouraged to cooperate with each other in the provision of any services established under subsequent memorandums and addendums,

This Agreement shall commence August 1, 2000. This Agreement shall run until January 1, 2002 and renew automatically for 2 consecutive years, unless terminated by either party, with 90 days written notice to the other party. This Agreement shall be reviewed by both parties on an annual basis after January 1, 2002, for the purpose of determining the continuation of such agreement and the need to amend it.

Additional parties may be included in this agreement, such as the Lynden Public School District, per the written agreement of all parties.

Additional contracts between the parties to this agreement entered into for the purpose of providing services, acquiring property, constructing facilities or operating programs and facilities will not be automatically terminated upon the termination of this Agreement. At the time of termination of this Agreement, both parties must specify the future status of any said contracts:

For the City of Lynden

For the Lynden Regional parks
And Recreation District:

Mayor

President

Clerk

Secretary

Approved as to form:

Attorney for the City of Lynden