

# CITY OF LYNDEN

## PARKS DEPARTMENT

Main Number: (360) 354-6717



### Parks Committee Meeting Agenda

City Hall - 300 Fourth Street

4:00 PM September 20, 2021

#### Roll Call

#### Action Items

1. **Approval of Parks Committee Minutes- August 23, 2021**
2. **Fees for park usages for 2022.**  
Copy of Resolution 983 from 2018  
Draft fees for 2022
3. **Approve Professional Service Agreement with SCJ Alliance and forward to full council**
4. **Draft Exclusion from Chief Taylor**  
Okay to send on to legal for final review?
5. **Signs by Ben deRegt**  
Already refurbished signs at the Annex & Centennial Park  
Also will make new signs; but only painted not sand blasted or do we want them actually sandblasted (raised letters etc.)  
Shall we have him give us prices for signs for the smaller parks

#### Information Items

6. **Glenny property**  
Community meeting held on Sept 16, 2021  
Comments and suggestions for review
7. **Updates on Parks projects:**
  - Benson Park**Waiting for final contract with SKHS
  - Dickinson Park**  
House will be available at the end of the month  
Advertise for City employees first  
Price, Duties, Term  
Conduct house inspection  
Set at time and date for a community meeting regarding plans for the park. Have been contacted by a number of neighbors requesting information on what the plans for the park

and parking etc. will be.

**Depot to 8th St. Trail**

Purchase agreement with VG Lumber for needed property

**8. Succession plan**

We have 2 applications from within the City of Lynden  
Interviews will take place toward the end of September.

**Items Added**

**Next Meeting:** October 18, 2021

9.



## PARKS COMMITTEE MINUTES

August 23, 2021

### 1. ROLL CALL:

**Members Present:** Councilors Ron DeValois, and Nick Laninga

**Staff Present:** City Administrator John Williams; Parks Director Vern Meenderinck; Parks Admin. Assistant Nancy Norris; and Brent DeRuyter Park Maintenance Supervisor, Chief Steve Taylor Police Dept.

### 2. ACTION ITEMS:

#### A. Approval of Parks Committee Minutes- July 19, 2021

DeValois motioned to approve the minutes and Laninga approved the motion.

**Action: The Parks Committee Minutes from July 19, 2021, were approved.**

#### B. Come up with a plan to deal with the "rowdy" teenage crowd

PD will be in attendance. Start trespassing the groups? What can we legally do  
We do have an ordinance relating to behaviors? (included)

Chief Taylor shared with the Parks Committee the need to call 911 and report miss behaviors and vandalism right away when it occurs. With out record it makes it hard to respond or address a problem or a crime. With the new laws review of the current ordinance needs to be updated relating to behaviors.

**Action: Parks Committee would like to review other City Ordinances related to this subject, and revise to current ordinance to abide to the new law.**

#### C. Fees for park usages for 2022.

Copy of Resolution 983 from 2018

Last raised in 2018

Definite need to increase field fees (due to huge increase in painting costs).

**Action: Parks Committee asked that the Parks Department increase the fees and bring forward the recommended fee increases to the September Parks Committee meeting. Parks Committee also asked if an annual fee increase could be included.**

# CITY OF LYNDEN

## PARKS DEPARTMENT



### 3. INFORMATION ITEMS:

#### A. Glennig property

There will be a community planning meeting sometime in Sept.

First splash day was cool and cloudy. About 125 in attendance.

Thoughts on future/further days? Vern will discuss this with Councilor Wohlrab

#### B. Updates on Parks projects:

##### Benson Park

Waiting for final contract with SKHS

Master Plan for the park will begin work in Sept.

##### Dickinson

House occupancy to be discussed -price, duties, house inspection, dates we can expect it to be available?? Once it is determined when the house will be vacated.

Set at time and date for a community meeting regarding plans for the park.

Have been contacted by several neighbors requesting information on what the plans for the park and parking etc. will be.

##### Depot to 8<sup>th</sup> Trail

Purchase agreement with VG Lumber for needed property, this is being drawn up.

#### C. Succession plan

We have 2 applications from within the City of Lynden:

Interviews will take place toward the end of September.

### 4. ITEMS ADDED: None

Meeting Adjourned: 4:56pm.

**NEXT MEETING DATE**

**September 20, 2021**

**RESOLUTION NO. 983??**

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A RESOLUTION AMENDING RESOLUTION 913 REGARDING FEES TO BE CHARGED IN RELATION TO BERTHUSEN PARK, CITY PARK AND BENDER FIELDS FOR THE CITY OF LYNDEN, WASHINGTON

**BE IT RESOLVED** by the City Council of the City of Lynden, Washington that Resolution 913 be amended in its entirety, to read as follows:

(NOTE: THE FOLLOWING AMOUNTS ARE IN U.S. FUNDS ONLY.)

Section 1: The park charges contained in Resolution 913 983, adopted December January 1, 2014 8, are hereby enacted, confirmed and ratified effective January 1, 2018 22

**BERTHUSEN PARK**

Section 2: Effective January 1, 2018 22, the following are the fees to be charged by the City in relation to **BERTHUSEN PARK**:

a. Kitchen Rentals

Reservations ***April 1-September 30***

Kitchen #1 & 2

One-half of a Weekday	\$65.00	<del>-\$75.00</del>
Full Day Weekday	\$100.00	<del>-\$125.00</del>
One-half of a Saturday or Sunday	\$85.00	<del>-\$95.00</del>
Full Day Saturday, Sunday or Holiday	\$125.00	<del>-\$140.00</del>
<u>FULL DAY RENTAL ONLY</u> on Holidays		
Playfield reservation	\$20.00	

Kitchen #2

<del>One-half of a Weekday</del>	<del>\$65.00</del>	
<del>Full Day Weekday</del>	<del>\$100.00</del>	
<del>One-half of a Saturday or Sunday</del>	<del>\$85.00</del>	<del>-delete and combine with above</del>
<del>Full Day Saturday, Sunday or Holiday</del>	<del>\$125.00</del>	
<del><u>FULL DAY RENTAL ONLY</u> on Holidays</del>		

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b. Open Shelter

<del>One-half of a Weekday</del>	<del>\$40.00</del>	<del>-\$50.00</del>
Full Day Weekday	\$55.00	<del>-\$65.00</del>
One-half of a Saturday or Sunday	\$50.00	<del>-\$60.00</del>
Full Day Saturday, Sunday or Holiday	\$75.00	<del>-\$85.00</del>
<u>FULL DAY RENTAL ONLY</u> on Holidays		

Add: Changes to set up re: moving tables, barricades etc. Add an additional \$50;00

(NOTE: ADD \$10.00 TO THESE RENTAL PRICES IF GROUPS ARE OVER 100 PEOPLE)

c. Overnight Camping (Camping Season: **Months of May & September**) TENT CAMPING ONLY-For non-profit educational youth programs.

Per Person-Per Night \$3.00/person  
(Maximum group size-80 people)

d. ~~Firewood~~ \$ 5.00/bundle ~~-delete~~

**CITY PARK**

Section 3: Effective January 1, 2018-~~22~~, the following are the fees to be charged by the City in relation to use of facilities at the **CITY PARK**:

**Reservations April 1-September 30**

a. Kitchen Rentals

One-half of a Weekday \$65.00 ~~-75.00~~  
Full Day Weekday \$100.00 ~~-\$125.00~~  
One-Half of a Saturday or Sunday \$85.00 ~~-\$95.00~~  
Full Day Saturday, Sunday or Holiday \$125.00 ~~-\$140.00~~  
FULL DAY Rental ONLY on Holidays

b. Open Shelter

One-half of a Weekday \$40.00 ~~-\$50.00~~  
Full Day Weekday \$55.00 ~~-\$65.00~~  
One-half of a Saturday or Sunday \$50.00 ~~-\$60.00~~  
Full Day Saturday, Sunday or Holiday \$75.00 ~~-\$85.00~~  
FULL DAY Rental ONLY on Holidays

(NOTE: ADD \$10.00 TO THESE RENTAL PRICES IF GROUPS ARE OVER 100 PEOPLE)

c. Tennis Court Reservations

Per court \$5.00 per court/3 hour max.

**BENDER FIELD RECREATION AREA**

Section 4: Effective January 1, 2018-~~22~~, the following are the fees to be charged by the City in relation to the **BENDER FIELD RECREATION AREA:**

**Baseball & Softball**

a. Adult League & Tournament Use Fees:

Per Game Fee - League	\$25.00	<del>-\$40.00</del>	
Per Game Fee- Non-local league	\$35.00	<del>-\$50.00</del>	
Per Game Fee - Tournaments (Local League Sponsored)	\$25.00	<del>-\$40.00</del>	Per
Game Fee - Tournaments (Non-local League Sponsored)	\$35.00	<del>-\$50.00</del>	
Per Game Fee - Games Needing Lights	ADD \$ 20.00	<del>-\$30.00</del>	per game
<i>Per Field Fee- Set-up change</i>		<del>\$25.00</del>	<del>-\$50.00</del>

b. Reservation Fee - Adult Tournament

Non-refundable: \$25.00-~~\$50.00~~ per field/per day (applies to tournament fee). There will be a minimum charge of \$55.00-~~\$100.000~~ per field, per day for each field reserved for adult tournaments. This fee would apply to the per game fee.

c. Youth League & Tournament/Camps Use Fees:

Per Game Fee – League (LYS Youth <u>Rec. League Only</u> )	\$ 12.00	<del>-15.00</del>	Per
Game Fee- Select Team Leagues	\$ 18.00	<del>-\$25.00</del>	
Per Game Fee- Non-local leagues	\$ 25.00	<del>-\$35.00</del>	
Per Game Fee - Tournaments (LYS Rec. League Sponsored)	\$ 12.00	<del>-15.00</del>	Per
Game Fee –			
Tournaments (Select Leagues)	\$ 18.00	<del>-\$25.00</del>	Per Game Fee-
Tournaments (Non-Local League Sponsored)	\$ 25.00	<del>-\$35.00</del>	Per Game Fee - Games
Needing Lights	ADD \$ 20.00	<del>-\$30.00</del>	per game
<i>Per Field Fee- Set-up change</i>		<del>\$15.00</del>	<del>-\$25.00</del>

d. Reservation Fee – Youth Tournament/Camps

Non-refundable: \$18-~~\$25.00~~ per field/per day (applies to tournament fee). There will be a minimum charge of \$40.00-~~\$75.00~~ per field, per day for each field reserved for youth tournaments. This fee would apply to the per game fee.

e. Schools Teams:

Per Game Fee-	\$25.00	<del>-\$40.00</del>	
Additional charge if fields used for practice after 5:00 P.M.	\$15.00	<del>-\$25.00</del>	
<i>Turnout Fee: Turnouts on game fields will be assessed per field</i>	\$15.00	<del>-\$25.00</del>	

f. Practice Fields (For Local League Team Practice or Family Recreation)

Reservation Fee-Field only fee	\$ 20.00	<del>-\$25.00</del>	per field
Field Set up Fee	\$ 15.00	<del>-\$25.00</del>	
(changes to field re: bases, lining etc.)			
Lighted Field Reservation Fee	ADD \$ 20.00	<del>-\$30.00</del>	per field

Non-local league practice (max. 1 ½ hour) \$35.00-~~\$45.00~~ per field

ADD: Soccer Fields:

Full Size fields (Lacrosse, Varsity, Middle School, Mod size per game fee:

Adult: & Schools	\$40:00
Non-Local adult games	\$50.00
Select Leagues	\$25.00
Rec. Youth Leagues	\$15.00

Small, extra small, micro etc. sizes

Rec. Leagues Youth	\$12.00
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Tournaments:

Adult & Schools	\$40.00/game
Non-Local Adult & School	\$50.00/game
Select Leagues	\$25.00/game
Non-Local Select	\$35.00/game
Rec. League Youth	\$15.00/game
Additional Field set up fee	\$50.00/per field

- g. Bocci Field (reservation fee) \$15.00-~~\$20.00~~ per ½ day
- h. Shelter (reservation)
  - \$50.00 ~~\$60.00~~per 1/2 day
  - \$75.00 ~~-\$85.00~~per full day
- i. Kitchen Reservations
  - One-half day weekday \$65.00 ~~-\$75.00~~
  - Full Day weekday \$100.00 ~~\$125.00~~
  - One-half day Saturday or Sunday \$85.00 ~~-\$95.00~~
  - Full day Saturday, Sunday, or Holiday \$125.00 ~~-\$140.00~~

**FULL DAY Rental Only on Holidays**
- j. Additional Vendor/Concessionaire Fee \$25.00-per day
- k. Rental Storage Unit per month \$75.00  
Rental Storage Unit per year \$750.00
- l. Fitness groups, yoga, martial arts, dog training etc.
  - Application Fee (one time) \$25.00
  - Groups up to 20 participants \$25.00 per month
  - Groups over 20 participants \$40.00 per month
- m. Cricket matches \$100.00 per game

Section 5. Effective January 1, 2018, the following are the fees to be charged by the City in relation to **DONATED ITEMS TO THE PARKS DEPARTMENT:**



- a. Park/Trail bench- concrete \$500.00
- b. Street bench- slatted \$400.00
- c. Trees (vary according to size & variety) \$250 to \$900  
(all costs for trees and planting are the responsibility of the donating party)

Section 6: BE IT FURTHER RESOLVED that any resolutions or parts of resolutions in conflict herewith are hereby repealed insofar as they conflict with the provisions of this resolution.

Section 7: If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution. The Council hereby declares that it would have passed this code and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases had been declared invalid or unconstitutional, and if, for any reason, this Resolution should be declared invalid or unconstitutional, then the original Resolution or Resolutions shall be in full force and effect.

Section 8: This Resolution shall be in full force and effect on first day of January, 2018. ~~-22~~

PASSED by the City Council of the City of Lynden, Whatcom County, Washington on the fourth day of December, 2017 and signed by the Mayor on the ~~fourth~~ day of ~~December, 2017~~

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

CITY OF LYNDEN

PROFESSIONAL SERVICES AGREEMENT

Benson Park Master Plan – P5201.010

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021 (“Effective Date”), by and between the City of Lynden, a non-charter code city and municipal corporation (“City”), and Shea Carr & Jewell, Inc. d.b.a. SCJ Alliance, a Washington corporation, (“Consultant”). For the purposes of this Agreement, City and Consultant may be referred to individually as “Party” and collectively as the “Parties.”

1. **SCOPE OF WORK.** Subject to the terms and conditions set forth in this Agreement, and all exhibits attached and incorporated herein, Consultant agrees to perform the professional services set forth in **Exhibit “A”** (“Scope of Work”). Consultant further agrees to furnish to City all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely provide the professional services set forth in the Scope of Work. The Consultant will make every attempt to complete the work within the estimated budget and time schedule as set forth in the Scope of Work. Should changes or additions to the Scope of Work require the Consultant to expend more time or incur more expenses than anticipated, the Consultant will notify the City, and upon concurrence by the City, an amendment to the Agreement will be prepared and executed as set forth in Section 5

2. **TERM.** This Agreement shall have a term of one year (“Term”), commencing on the Effective Date, and may be may extended by mutual written agreement of the Parties. Nothing in this section shall prohibit or otherwise restrict the City’s ability to terminate this Agreement at any time for convenience or for cause as set forth in Section 3.

3. **TERMINATION.**

3.1 **Termination Without Cause.** Either Party may, at its sole discretion, terminate this Agreement by giving the other Party a 60-day written Notice of Termination. The City shall pay the Consultant for services rendered under the Scope of Work up to the date such written Notice of Termination is issued, and for such services provided in good faith thereafter up to the effective termination date; provided that, the City shall have the authority to require the Consultant to stop work at any time following issuance of the Notice of Termination by providing such additional written notice.

3.2 **Termination with Cause.** If the Consultant fails to perform the Scope of Services in the manner called for in this Agreement, or unreasonably delays, postpones, or abandons performance thereof, or if the Consultant fails to comply with any other provision of this Agreement and fails to correct such noncompliance within five (5) business days of receiving the City’s written notice thereof, the City may immediately terminate this Agreement for cause by providing written notice thereof. If payment due from City to Consultant becomes delinquent by more than sixty (60) days, the Consultant may terminate this Agreement.

**4. COMPENSATION.**

**4.1** The City agrees to pay the Consultant on a monthly basis, during the Term, commensurate with portions of the work completed. The Consultant's compensation shall be paid monthly on account, for the services performed during that month, with payment due within 30 days of the invoice date. The City of Lynden, Finance Department, must receive invoices from vendors by the 5<sup>th</sup> of each month (or the following Monday if the 5<sup>th</sup> falls on a weekend day) for processing in the current month's run. The Finance Department is required to seek City Council approval to pay invoices during the second City Council meeting of the month (third Monday) before payment can be rendered. **All invoices must include the project name and number and the services rendered, according to the approved Scope of Work, for which payment is to be rendered. Consultant is responsible for providing a cost tracking report for fund allocations and for declining budget balances on invoices. Invoices and supporting documentation will be reviewed for completeness before payment will be authorized.**

**4.2** Total compensation to the Consultant shall not exceed the budget allocated as set forth in the Scope of Work.

**5. CONTRACT AMENDMENT.** Either Party may request additions, deletions, or other changes to this Agreement, including without limitation, to its scope, term, and time for performance. However, except as otherwise provided in Section 6, no addition, deletion, or change to this Agreement shall be valid or binding on either Party unless such addition, deletion, or change shall be in writing signed by both Parties. Such amendments shall be made a part of this Agreement.

**6. UNANTICIPATED REDUCTION IN FUNDING.** This Agreement and its ongoing performance shall be contingent on the availability of City funds budgeted for the services described in the Scope of Work. Notwithstanding any provision of this Agreement to the contrary, the City shall be entitled to reduce the scope of the services to be performed, or to terminate this Agreement in its entirety, in the event of any unanticipated reduction in funding or revenue available for the work (“Unanticipated Reduction in Funding”), as determined by the City. The City shall promptly notify the Consultant of any such Unanticipated Reduction in Funding. Should the City elect to terminate this Agreement in response to an Unanticipated Reduction in Funding, the City will pay the Consultant for services rendered under the Scope of Work up to the date the such notice is issued.

**7. INDEPENDENT CONTRACTOR STATUS.**

**7.1** The Parties acknowledge, understand, and agree that Consultant and all persons retained or employed by Consultant are, and shall at all times remain, independent contractors, and are not officials, officers, employees, departments or subdivisions of the City. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee relationship or joint venture relationship between the City and Consultant, its employees or subcontractors.

**7.2** In the performance of the services herein contemplated, the Consultant is an independent contractor with the authority to control and direct performance of the details of the services; however, the results of the work contemplated herein must meet approval of the City and shall be subject to the City’s general rights of inspection and review to secure the satisfactory completion thereof.

**7.3** As an independent contractor, Consultant is responsible for payment of all taxes arising out of Consultant’s activities in accordance with this Agreement, including by way of illustration but not limitation, Federal income tax, Social Security tax, unemployment insurance taxes, and any other Federal, State or local taxes or business license fees, as required. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws or regulations, shall be Consultant’s sole responsibility.

**8. PROFESSIONAL STANDARDS.**

**8.1** The Consultant represents that the services shall be performed within the limits prescribed by this Agreement in a manner consistent with that type of care and skill ordinarily exercised by other professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances during the same period of time.

**8.2** The Consultant represents that the studies, projections, plans, reports, design drawings, specifications, cost estimates, and all other engineering, consulting, and analytical services furnished under this Agreement will be in accordance with generally accepted professional practices. The Consultant hereby agrees to exercise usual and customary professional care in efforts to comply with all federal, state, and local laws, rules, and ordinances applicable to the work and to this Agreement in force at the time of Consultant's performance of the work hereunder.

**8.3** It is recognized that Consultant may or will be performing professional services for other parties during the Term; however, the performance of other services may not conflict or interfere with Consultant’s ability to perform the services contemplated in this Agreement. Consultant agrees to resolve any conflicts of interest in favor of the City. Consultant confirms that Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be, involved in Consultant’s selection, the negotiation, drafting, or signing of this Agreement, or the administration or evaluation of the Consultant’s performance.

**9. OPPORTUNITY TO REMEDY.** The parties agree that in the event of alleged error or omission by the Consultant in performance of services under the Scope of Services due to Consultant’s negligence, the City may notify the Consultant promptly in writing of that fact and allow the Consultant a reasonable time to remedy the problem. Upon notice the Consultant shall promptly review and remedy the problem at the cost of the Consultant. Where responsibility for a problem may be shared by the Consultant and others, the Consultant shall endeavor to remedy the Consultant's share, at the cost of the Consultant, and to cooperate with others involved. If the Consultant demonstrates that it is not at fault for a problem identified by the City under this Section, the City shall reimburse the Consultant for its costs of investigating the problem. This Section is subject to the City’s right to terminate this Agreement with or without cause, and in no respect diminishes the City’s rights set forth in Section 3 hereof.

**10. GENERAL CITY RESPONSIBILITIES.** The City shall provide full information regarding its requirements for the services to be performed by the Consultant, and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Consultant's services.

**11. INDEMNIFICATION.**

**11.1** The Consultant agrees to release, indemnify, defend, and hold the City, its elected officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers harmless from

any and all claims, demands, actions, and suits arising from, resulting from, or in connection with this Agreement or the negligent acts, errors or omissions of the Consultant in performance of this Agreement, except for that portion of the claim caused by the City’s sole negligence. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, the Consultant’s liability, including the duty and cost to defend hereunder, shall be only to the extent of the Consultant’s negligence. Consultant shall ensure that each subconsultant shall agree to defend and indemnify the City, its elected officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers to the same extent and on the same terms and conditions as the Consultant as set forth in this paragraph. The City’s inspection or acceptance of any of Consultant’s work when completed shall not be grounds to avoid any of these obligations to indemnify.

**11.2 Consultant expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW, solely for the purpose of the indemnification provided in Section 11.1. The Parties acknowledge that they have mutually negotiated this waiver.**

**11.3** The City agrees to release, indemnify, defend, and hold the Consultant, its officers, employees, agents, representatives, and subconsultants harmless from any and all claims, demands, actions, suits, fees, penalties, expenses, attorney’s fees, costs and litigation expenses resulting from or in connection with this Agreement or to the extent solely caused by the negligent acts of the City.

**11.4** The provisions of this Section 11 shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

**12. INSURANCE.**

**12.1** The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**12.2** Consultant’s maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity.

**12.3** Consultant shall, at minimum, obtain insurance coverage of the following types and policy limits:

<b>Professional Liability</b>	<b>\$2,000,000</b>	<b>each claim</b>
<b>Professional Liability</b>	<b>\$2,000,000</b>	<b>annual aggregate</b>
<b>Commercial General Liability</b>	<b>\$2,000,000</b>	<b>each occurrence</b>
<b>Commercial General Liability</b>	<b>\$2,000,000</b>	<b>annual aggregate</b>

<b>Automobile Liability</b>	<b>\$1,000,000</b>	<b>Combined single limit</b>
<b>Worker's Compensation</b>	<b>Statutory benefits</b>	

**12.4** The City of Lynden shall be listed as additional insured on the Consultant’s Commercial General and Automobile Liability policies. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

**12.5** The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work. The Consultant shall provide the City with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

**12.6** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

**12.7** Failure on the part of the Consultant to maintain insurance as required shall constitute a material breach of this Agreement, upon which the City may, after giving five (5) business days’ notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its sole discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be reimbursed to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

**12.8** The Consultant shall include any subconsultants as insured under its policies, or shall furnish separate certificates and endorsements for each subconsultant. All coverage for subconsultants shall be subject to the same insurance requirements as stated herein for the Consultant.

**13. OWNERSHIP AND USE OF DOCUMENTS.**

**13.1** Drawings, specifications, and documents prepared by the Consultant pursuant to this Agreement shall become the property of the City upon final payment to the Consultant. The Consultant may retain copies, including reproducible copies of drawings and specifications for information and reference. The Consultant does not intend or represent such drawings and specifications to be suitable for reuse by the City or others for purposes beyond the Scope of Work. The City shall retain copyrights to any and all documents produced by it during the course of this Agreement. The City shall indemnify, hold harmless, and defend the Consultant from and against any and all claims asserted by any party in any manner resulting from unauthorized use by the City, of the Consultant-prepared drawings, specifications, or other documents.

**13.2** The Consultant shall maintain books, records, and documents that sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall

maintain such accounting procedures and practices as necessary to ensure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by the City, its authorized representative, the State Auditor, or other government officials authorized by law to monitor this Agreement.

**13.3** The Consultant shall retain all books, records, documents, and other material relevant to this Agreement for six (6) years following its expiration or termination. The Consultant agrees that the City or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

**14. DISPUTE RESOLUTION.** Any dispute arising out of the terms and conditions of this Agreement shall be subject to the following mediation process, as a condition precedent to filing any legal cause of action. If a dispute shall arise, a meeting shall be held promptly between the Parties to attempt in good faith to negotiate a resolution to the dispute. For purposes of this Section 14, “promptly” shall mean within fourteen (14) calendar days of a Party requesting a meeting to resolve a dispute. If within ten (10) days after such meeting the Parties have not succeeded in resolving the dispute, the dispute shall be mediated. Either Party may provide written notice to the other that the dispute shall be submitted to mediation and a mediator shall be selected. In the event that within seven (7) days of receipt of said written notice the Parties are unable to agree on a mediator, either Party may request appointment of a mediator by any Judge of the Whatcom County Superior Court, sitting in Chambers, and the Judge is hereby authorized to select a mediator. Both Parties shall cooperate to assure that mediation occurs in a timely manner and both Parties shall supply all materials provided to the mediator to the other Party at least two (2) days before mediation. Engaging in mediation shall not affect any claim, right, remedy, or defense of either Party. Should mediation prove unsuccessful, all claims, rights, remedies and defenses of each Party shall be preserved. Mediation shall be terminated upon (a) successful resolution of the dispute; (b) written declaration by the mediator of an impasse between the Parties; or (c) following completion of two or more mediation sessions held on separate days, written declaration by one of the Parties of an impasse. Each Party shall share equally in the fees and expenses associated with mediation, including fees and expenses of the mediator; provided that, each Party shall bear its own costs, including witness fees, and costs, associated with mediation.

**15. CLAIM AND DISPUTE EVALUATION.** At the City's request, the Consultant will assist the City in reviewing and evaluating claims and disputes, preparing information for the City's legal counsel, providing services as witness in litigation or arbitration to which the City is a party, and providing other services in connection with actual or potential claims or disputes, regardless of whether or not the Consultant is named in such legal action. In no case shall the Consultant be obligated to provide such services until the method of compensation for such services is agreed.

**16. EQUAL OPPORTUNITY.**

**16.1** The City is an equal opportunity employer.

**16.2** The Consultant agrees to comply with all federal, state, and local laws governing equal opportunity employment. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, marital status, or national origin. Further, the Consultant will not discriminate against any employee or applicant for employment because of the presence of any sensory, mental, or physical handicap, unless based on a bona fide occupational

qualification. The foregoing includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The Consultant further agrees to maintain notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause.

**16.3** The Consultant will ensure that applicants for employment, and all employees during their employment, are treated without regard to race, creed, color, sex, age, marital status, national origin; or the presence of any sensory, mental, or physical handicap, unless based on a bona fide occupational qualification. The Consultant agrees to take affirmative action to ensure that all of its employees, agents, and subconsultants adhere to this provision.

**17. SUBCONTRACTING OR ASSIGNMENT.** The Consultant shall not subcontract or assign any portion of this Agreement without prior written approval of the City. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment made pursuant to this Agreement and Consultant shall incorporate by reference this Agreement in its contracts with its subconsultant(s) or assignees.

**18. FORCE MAJEURE.** Neither Party shall be liable to the other Party for failure or delay in performance of this Agreement due to acts of God, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either Party or as otherwise defined by law, provided the delayed Party shall make reasonable efforts to avoid or mitigate such delay and shall promptly notify the other Party in writing of the cause of the delay and its extent.

**19. NOTICE.** In every case where, under any of the provisions of this Agreement or in the opinion of either the City or the Consultant or otherwise, it shall or may become necessary or desirable to make, give, or serve any declaration, demand, or notice of any kind or character or for any purpose whatsoever, the same shall be in writing, and it shall be sufficient to either (1) deliver the same or a copy thereof in person to the City Administrator if given by the Consultant, or to the President or Secretary of the Consultant personally, if given by the City; or (2) mail the same or a copy thereof by first class, registered or certified mail, postage prepaid, addressed to the other Party at such address as may have theretofore been designated in writing by such Party, by notice served in the manner herein provided, and until some other address shall have been so designated, the address of the City for the purpose of mailing such notices shall be as follows:

City Administrator  
CITY OF LYNDEN  
300 4<sup>th</sup> Street  
Lynden, Washington 98264

and the address of the Consultant shall be as follows:

SCJ Alliance  
8730 Tallon Lane NE, Suite 200  
Lacey, Washington 98516



**20. APPLICABLE LAW AND VENUE.** This Agreement has been, and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed by and between the City and the Consultant, that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit in equity, or judicial proceeding, for the enforcement of this Agreement, or any of the provisions contained therein, shall be instituted and maintained only in the Whatcom County Superior Court, Bellingham, Washington.

**21. ENTIRE AGREEMENT.** This Agreement contains all of the terms and conditions agreed upon by the parties regarding professional services rendered in connection with the Scope of Work. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement. This Agreement may only be amended by written agreement of the parties.

**22. ATTORNEY'S FEES.** The Parties agree that in the event a civil action is instituted by either Party to enforce any of the terms and conditions of this Agreement or to obtain damages or other redress for any breach hereof, the prevailing Party shall be entitled to recover from the other Party, in addition to its other remedies, its reasonable attorney's fees in such suit or action and upon any appeal therefrom.

**23. SEVERABILITY.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the terms and requirements of the applicable law.


**24. NONWAIVER OF BREACH.** Failure of either Party to require performance of any provision of this Agreement shall not limit such Party's right to enforce such provision, nor shall a waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

**25. COUNTERPARTS.** This Agreement may be executed in counterparts and each shall be deemed an original, but all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first written above.

CONSULTANT:  
SCJ Alliance

CITY OF LYNDEN

  
Chris Overdorf, Principal *Aug 2, 2021*

\_\_\_\_\_  
Mayor Scott Korthuis Date

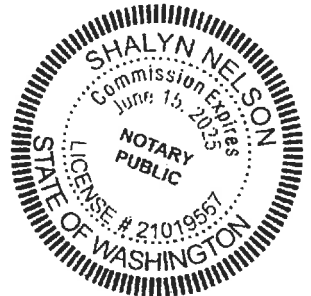
[ATTESTATIONS FOLLOW]

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF ~~WHATCOM~~ Chelan

I certify that I know or have satisfactory evidence that Christopher Overdorf signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 08/02/2021

[Signature]  
Notary Public in and for the State of Washington,  
Residing at 1250 N Wenatchee Ave.  
My commission expires 06/15/2025.



STATE OF WASHINGTON )  
 ) ss  
COUNTY OF WHATCOM )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
Residing at \_\_\_\_\_.  
My commission expires \_\_\_\_\_.

**8.18.140 Exclusion.**

Any law enforcement officer of the city of Lynden may exclude from a Lynden city public park anyone within a city park who:

- A. Violates any provision of or within this chapter; or
- B. Violates any park rules as defined in this chapter; or
- C. Violates any provision of the City of Lynden Municipal Code or Revised Code of Washington.

The subject need not be charged, tried or convicted of any crime or infraction in order for any exclusion notice to be issued or effective. The exclusion may be based upon observation by the law enforcement officer or upon civilian reports that would be ordinarily relied upon by the law enforcement officer in determination of probable cause. At the time of exclusion of the individual from the public park, the law enforcement officer shall deliver to that individual an exclusion notice. (Ord. 16-10 § 1 (part), 2016: Ord. 11-09 § 1 (part), 2011: Ord. 07-022 § 1, 2007. Formerly 8.18.160)

**8.18.145 Duration of exclusion.**

- A. If the subject has not been excluded from any city park by an exclusion notice issued within one year prior to the violation and the current violation is not a felony offense or an offense involving possession or use of weapons or controlled substances, then the subject may be excluded from all city parks for a period of thirty days from the date of the exclusion notice.
- B. If the subject has been issued only one prior exclusion notice within one year prior to the violation and neither the current violation nor the previous violation is a felony or an offense involving possession or use of weapons or controlled substances, then the subject may be excluded from all city parks for a period of ninety days from the date of the exclusion notice.
- C. If the subject has been issued two prior exclusion notices within one year prior to the violation and neither the current violation nor the previous violations are a felony or an offense involving possession or use of weapons or controlled substances, then the subject may be excluded from all city parks for a period of 6 months from the date of the exclusion notice.
- D. If the subject has been issued three prior exclusion notices within one year prior to the violation and neither the current violation nor the previous violations are a felony or an offense involving possession or use of weapons

or controlled substances, then the subject may be excluded from all city parks for a period of One Year from the date of the exclusion notice.

E. If the subject has committed a felony offense, or an offense involving possession or use of weapons or controlled substances, the subject may be excluded from all city parks for a period of One Year from the date of the exclusion notice.

F. If the subject returns to any city park during the time of exclusion, he/she will be subject to arrest and prosecution for criminal trespass.

The aforementioned exclusion notice rules are summarized below:

Type of Offense	First	Second	Third	Fourth
Park Rules Violation; LMC Violation or Misdemeanor offense	30 days	90 days	6 Months	1 Year
Felony/Weapons/Drugs	1 Year			

(Ord. 16-10 § 1 (part), 2016: Ord. 11-09 § 1 (part), 2011: Ord. 07-022 § 2, 2007. Formerly 8.18.165)

**8.18.150 Notice and appeal.**

A. The exclusion notice shall be in writing and shall contain the date of issuance. The exclusion notice shall specify the length and places of exclusion. It shall be signed by the issuing individual. Warning of the consequences for failure to comply shall be prominently displayed on the notice.

B. Only the park hearings officer, and only after a hearing, may shorten or rescind an exclusion notice.

C. A subject receiving an exclusion notice longer than 30 days may seek a hearing before the park hearings officer to have the exclusion notice shortened or rescinded. The request for a hearing shall be delivered to the park hearings officer's office no later than ten days after the issuance date of the exclusion notice. The request for a hearing shall be in writing and shall be accompanied by a copy of the notice on which the hearing is sought. The hearing should occur within fourteen days after the park hearings officer

receives the request. The park hearings officer shall take reasonable steps to notify the subject of the date, time and place of the hearing.

D. At the hearing, the violation must be proven by a preponderance of the evidence in order to uphold the exclusion notice. If the notice was issued because of the alleged violation of any criminal law, the offender need not be charged, tried or convicted for the exclusion notice to be upheld. The notice establishes a prima facie case that the subject committed the violation as described. The park hearings officer shall consider a sworn report or a declaration under penalty of perjury as authorized by RCW [9A.72.080](#), written by the issuer, without further evidentiary foundation. The park hearings officer may consider information that would not be admissible under the evidence rules in a court of law but which the examiner considers relevant and trustworthy.

E. If the violation is proven, the exclusion notice shall be upheld; but upon good cause shown, the examiner may shorten the duration of the exclusion. If the violation is not proven the examiner shall rescind the exclusion. If the exclusion is rescinded it shall not be considered a prior exclusion.

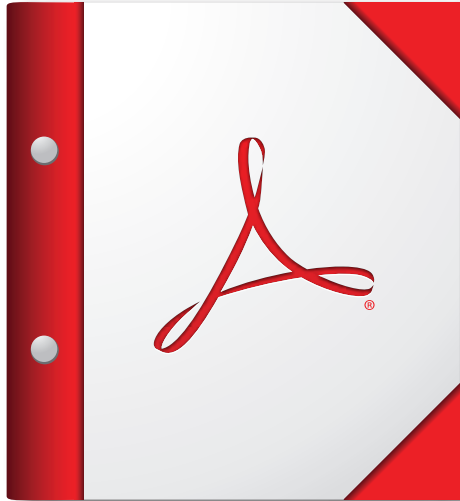
F. The decision of a park hearings officer is final. A subject seeking judicial review of the examiner’s finding must file an application for a writ of review in the Whatcom County superior court within fourteen days of the date of that decision.

G. The exclusion shall remain in effect during the pending of any administrative or judicial proceeding.

H. When excluding a person under the age of thirteen, a reasonable effort will be made by the person issuing the exclusion to notify the parents/guardian of the exclusion. (Ord. 16-10 § 1 (part), 2016: Ord. 11-09 § 1 (part), 2011: Ord. 07-022 § 3, 2007. Formerly 8.18.170)

**8.18.155 Park hearings officer.**

The city manager shall appoint a park hearings officer who shall conduct a hearing if an appeal is filed pursuant to LMC [8.18.150](#). The park hearings officer shall have the authority to issue subpoenas to compel attendance. (Ord. 16-10 § 1 (part), 2016: Ord. 11-09 § 1 (part), 2011: Ord. 07-022 § 4, 2007. Formerly 8.18.175)



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