

**FIRST AMENDMENT  
TO  
INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY RURAL LIBRARY  
DISTRICT AND CITY OF LYNDEN FOR LIBRARY SERVICES, LEASE  
AGREEMENT AND LIBRARY CONSTRUCTION**

THIS FIRST AMENDMENT (this “First Amendment”) is made and entered into this \_\_\_\_ day of May, 2023, by and between the WHATCOM COUNTY RURAL LIBRARY DISTRICT, a Washington rural county library district (hereinafter "District"), and the CITY OF LYNDEN, a Washington non-charter municipal corporation (hereinafter the “City”). The District and the City may be referred to individually as a “Party” and collectively as the “Parties.”

**WITNESSETH:**

WHEREAS, the District and the City entered into an Interlocal Cooperative Agreement (the “Interlocal Agreement”) dated March 29, 2002, whereby the City contracted with the District for the provision of library services;

WHEREAS, at the time the Parties entered the Interlocal Agreement, the City was planning to construct a new library facility within the city limits and the Parties wished to collaborate on the design and construction of the new facility;

WHEREAS, the purpose of the Interlocal Agreement was to establish the terms and conditions under which the District would provide library services to residents of the City, to describe the conditions of the lease under which the District would occupy the City’s library facilities, and to describe the process, procedures, and conditions by which the City and the District would cooperate in the construction of the new facility to ensure that it met joint requirements;

WHEREAS, the new City library facility was successfully completed in March 2003 and the District has provided library services there under the terms of a 20-year lease contained in the Interlocal Agreement; and

WHEREAS, the 20-year lease contained in the Interlocal Agreement is set to expire in April 2023, and the Parties now wish to amend the Interlocal Agreement for the purposes of extending the lease term for an additional 10 years as permitted by Section 2.1.b. of the Interlocal Agreement, removing obsolete references to construction of the now-completed new Library Facility, and updating other terms and conditions as set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual promises, terms and conditions hereof, the parties hereby agree that the following provisions of the Interlocal Agreement shall be amended and modified as follows:

## **BACKGROUND and PURPOSE**

The Whatcom County Rural Library District is authorized by Washington law to provide library services to unincorporated areas of Whatcom County, and to incorporated areas of the county that annex to or contract with it for such services. Effective January 1, 1999, the citizens of Lynden voted to annex to the District for library services.

The District currently provides branch library services in Lynden using the City owned Library Facility (herein after defined). The District is willing to provide continuing library services under the terms described herein.

The purpose of this Agreement is:

- 1) To establish the terms and conditions under which the District will provide library services for residents of the City; and
- 2) To describe the conditions of the lease under which the District will occupy the Library Facility.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

### **2. TERM OF LEASE AND LIBRARY SERVICES.**

**2.1 Term of Lease.** The City, as owner of the Library Facility, agrees to extend the term of the lease of said Library Facility to the District under the terms and conditions set forth herein. The extension of the lease term will be a period of ten (10) years, through April 30, 2033.

**2.2 Library Services.** The District will provide library service within Lynden as deemed appropriate by the District with due regard to Lynden's needs and the capacity of the facilities provided by Lynden (the "Library Services"). The residents of Lynden are entitled to the same library privileges as are provided for residents of the unincorporated territory of the District and its other annexed cities. The District reserves the right to rotate material throughout the system.

The day-to-day management and operation of Library Services within Lynden shall be under the supervision of and conducted by the Executive Director of the District or his or her designee, all of whom shall be employees of the District, and subject to all of the personnel policies and procedures of the District. The District shall provide all management, supervision, personnel, furniture, materials, equipment and supplies necessary for the library operation and shall take all reasonable precautions to prevent damage, injury or loss, by reason of or related to the operation and maintenance of the Library Facility.

### **3. LEASE OF CITY FACILITIES.**

**3.1 Definitions.** Throughout this Agreement, references to the "Library Facility" or the "Premises" shall mean the City owned building located at 216 Fourth Street, Lynden, Washington 98264 and situated on the real property legally described in **Exhibit A** hereto.

**3.2 Facility Use.** The District hereby agrees to use the Library Facility for the operation of a public library and for no other purpose.

**3.3 District Maintenance and Repair.** The District will provide for general janitorial services to keep the Library Facility in neat and clean condition, including lightbulb replacement; mat cleaning and replacement; floor covering cleaning, including one half of the cost of floor covering replacement due to wear and tear; rest room cleaning, providing restroom and cleaning supplies; and one half of the cost of interior painting.

**3.4 City Maintenance and Repair.** The City will, at its sole cost and expense, reasonably maintain the Library Facility in good condition and repair, including but not limited to all designated parking areas, sidewalks, driveways, fences, storm drains, utility lines and meters, exterior and one half of the cost of interior painting (excluding interior touchup painting), landscaping (including lawn care and snow removal), repairs and maintenance to the roof and the exterior of the building, one half of the cost of carpet replacement, wiring, lighting fixtures, windows, plumbing and any repairs and maintenance to the mechanical integrity of the heating and cooling equipment, excluding modifications or changes to doors, door locks, and security systems. This provision does not apply to damage to the Premises caused intentionally, recklessly or from misuse by the District employees.

The determination of the timing and scope of the interior painting and carpet replacement will be mutually agreed by the Parties considering available funds.

**3.7 Alterations and Additions.**

a. The District shall not make any alterations, additions, improvements, utility installations (including power panels) in, on or about the Premises without written consent of the City, which consent will not be unreasonably withheld. It is also understood that the District may seek consent to expand the Library Facility at a future date, such as by utilizing adjacent City-owned property, and the District will exercise a good faith effort to bring about the District's desire to expand the Library Facility.

**3.8 Insurance.**

a. Liability Insurance. The District, at its sole expense, shall maintain bodily injury liability, property damage, and umbrella insurance naming the City as an additional insured in connection with the use and condition of the Library Facility in the amounts of at least \$1,000,000 for bodily injury to or death of one person and/or property damage, \$2,000,000 aggregate for one policy term, and \$10,000,000 in umbrella coverage. The City, at the City's sole expense, shall maintain bodily injury liability and property damage liability insurance naming the District as an additional insured in connection with the use and condition of the current library building in the amounts of at least \$1,000,000 for bodily injury to or death of one person and/or property damage, and \$2,000,000 aggregate for one policy term. The District and the City shall timely provide each other with proofs of such coverage.

c. *Section 3.8(c) is deleted in its entirety.*

d. Fire and Extended Coverage. The City, at City's sole expense, shall furnish and maintain for the benefit of the City (i) fire and extended coverage insurance on the Library Facility for the full, insurable replacement value of the Premises, together with insurance against vandalism and malicious mischief, and (ii) insurance against damage for heating, air conditioning and other such apparatus of at least \$300,000. The City shall timely provide the District with proof of such coverage.

e. *Section 3.8(e) is deleted in its entirety.*

**3.9 Access.** The City shall have the right to enter the Library Facility at all reasonable times for the purpose of inspection or maintenance. The City shall retain a key for such purposes.

**4.** *Section 4 is deleted in its entirety.*

**5.6 Notice.** Any notice required to be given by either Party to the other shall be deposited in U.S. mail, postage prepaid, addressed as follows or at such other address as either Party may designate to the other in writing:

District: Whatcom County Library System  
5205 Northwest Road  
Bellingham, WA 98226

City: City of Lynden  
300 4th Street  
Lynden, WA 98264  
Attn: City Administrator

With copy to: Carmichael Clark, P.S.  
1700 D Street/P.O. Box 5226  
Bellingham, WA 98227  
Attn: Robert A. Carmichael

**SUPERSESSON/ OTHER TERMS BINDING.**

The terms and conditions in this First Amendment shall be deemed to supersede and replace any and all inconsistent provisions of the Interlocal Agreement between the Parties. Except as specifically superseded and replaced herein, all the remaining provisions of the original Interlocal Agreement shall continue to be fully binding upon the Parties. Together, the un-superseded terms of the original Interlocal Agreement and this First Amendment shall be the "Amended Interlocal Agreement".

[Signatures and Attestations Follow]

IN WITNESS WHEREOF, the District and the City have signed their names to the Amended Interlocal Agreement the day and year first above written.

DISTRICT:

CITY:

Whatcom County Rural Library District

City of Lynden

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
By:\_\_\_\_\_  
Its \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF WHATCOM )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me and said person acknowledged that they signed this instrument as \_\_\_\_\_ of the Whatcom County Rural Library District, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington. My  
Commission expires\_\_\_\_\_.

STATE OF WASHINGTON                    )  
  ) ss  
COUNTY OF WHATCOM                 )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me and said person acknowledged that they signed this instrument as \_\_\_\_\_ of the City of Lynden, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of Washington. My  
Commission expires \_\_\_\_\_.

## **EXHIBIT A**

### **Legal Description**

Lot 1 and half of Lot 2, together with Lots 6, 7, 7, 9, and 10, Block 15, "Supplemental and Corrected Plat of Lynden," as per the map thereof, recorded in Book 3 of Plats, Page 48, in the Auditor's Office of Whatcom County, Washington, subject to the Covenant to Bind Properties recorded at Auditor's File No. 2020303228, records of Whatcom County, Washington; together with the south half of vacated Liberty Street abutting Block 15 and with that portion of vacated 4th Street abutting Block 15 as would attach by operation of law, pursuant to Ordinance 1308 of the City of Lynden, recorded at Auditor's File No. 2071200069, records of Whatcom County, Washington.

Situate in Whatcom County, Washington.