

After Signature, Please Return Original To:
Washington Department of Fish & Wildlife
Region 4 - Real Estate Services
16018 Mill Creek Blvd
Mill Creek, WA 98102-1541
Belinda.Rotton@dfw.wa.gov

Associated Agency Control No: AC#120284 & 210180
Property Name: Hovander Homestead Park, Tennant Lake Unit, and Pine and Cedar Lakes Unit
County: Whatcom
Landowner: Washington Department of Fish and Wildlife and Whatcom County Park and Recreation
Operators: Washington Department of Fish and Wildlife and Whatcom County Parks and Recreation
Accessor Parcel Nos. Hovander (073-3902291901900000), Tennant Lake (073-3902293970100000), and Pine and Cedar (073-3703203520660000)

COOPERATIVE AGREEMENT

between
Washington Department of Fish and Wildlife
and
Whatcom County Park and Recreation
for
Maintenance and Operation of Cooperatively Managed Lands

This Cooperative Agreement (hereinafter "Agreement") by and between **The State of Washington, The Department of Fish and Wildlife** (hereinafter "WDFW") and **Whatcom County**, through its **Parks and Recreation Department**, a political subdivision of the State of Washington, whose address is 3373 Mount Baker Highway, Bellingham WA 98226, (hereinafter "COUNTY"). The parties intend that this Agreement shall remain in effect for a period of five (5) years from the signed agreement. This Agreement shall be binding upon all successors in interest to the parties during said term.

WHEREAS, WDFW and the COUNTY are the owners of record of certain real property located in the COUNTY of Whatcom, State of Washington, (hereinafter "the premises"), as more particularly described as follows and as approximately depicted in Exhibit A.

WDFW - Pine/Cedar Lakes Unit- T37N, R3E, portions of Sections 20 & 21 (approx. 140 acres).
WDFW - Tennant Lake Unit- T39N, R2E, NE ¼ SE ¼ NE ¼ of Section 32 approximately 10 acres.

COUNTY – Ferndale boat launches (located inside Hovander Homestead Park approx.4 acres) - T39N, R2E, North ½, SE ¼ NW ¼ of Section 29.

WHEREAS, WDFW and the COUNTY seek to cooperatively manage all or portions of the identified premises.

WHEREAS, WDFW and the COUNTY agree that the identified premises will be open to public for authorized recreational activities.

WHEREAS, WDFW and the COUNTY agree that mutual cooperation on regular maintenance of trails, trash, vegetation, signs, and other facilities or features benefits both agencies and the public.

WHEREAS, WDFW and the COUNTY agree that the identified WDFW-owned properties will be available for recreational activities managed by the COUNTY, provided such use does not interfere with the prescribed wildlife management of the land or WDFW's established policies and goals for management of the land.

WHEREAS, WDFW and the COUNTY agree that the identified COUNTY-owned property will be available for wildlife management activities managed by WDFW, provided such use does not interfere with the prescribed recreational use of the land or the COUNTY's established goals for management of the land.

WHEREAS, WDFW and the COUNTY agree that design and construction of any new cooperative projects must be approved by both agencies and must be consistent with the outdoor education or fish and wildlife habitat goals of the properties.

WHEREAS, WDFW and the COUNTY each have rules and regulations for public use. Each party is responsible for enforcement of general public use regulations on their said properties with WDFW in particular responsible for enforcing hunting and fishing regulations over the premises.

WHEREAS, WDFW and the COUNTY will maintain and develop their own properties and pay all costs of such activities. When it is determined that dual or joint projects are desirable, costs of the project will be shared in accordance with pre-agreed upon ratios.

FOR AND IN CONSIDERATION of the mutual benefits to be derived, WDFW and the COUNTY mutually covenant and agree as follows:

GENERAL CONDITIONS

- 1. Term:** This agreement shall begin upon completion of required signatures and shall remain in effect until May 31, 2027 unless terminated earlier as provided herein.
- 2. Purpose:** The purpose of the agreement is to allow monitoring, maintenance, and operation activities on each other's land and provide safe and environmentally sound facilities for public recreation.
- 3. Termination:** This agreement may be terminated upon the mutual written agreement of the parties hereto: The obligations of the parties to continue the work described herein is contingent upon appropriation of funds by the COUNTY's governing body or the State Legislature for the specific purpose of funding the work that is the subject of this agreement. Upon the failure of such appropriations, either party may terminate this agreement.
- 4. Liability:** To the extent allowed by law, each party to this Agreement agrees to be responsible for any personal injury and property damage arising from the acts or omissions of itself and those of its employees and contractors at the premises, provided that said obligation shall be reduced by the proportion of the other party's concurrent negligence, if any. Neither party shall be liable to the other for the acts and omissions of members of the public.

5. **Insurance:** Each party agrees to be responsible for being appropriately self-insured or to obtain adequate liability insurance for its activities, and those of its employees and contractors on the premises.
6. **Recreational Use Liability Protection:** State law encourages landowners to allow their land and water areas to be used for free public outdoor recreation by limiting the liability of the landowner and manager for the injuries that the public users may incur, according to the provisions of RCW 4.24.210. The parties agree to preserve the protections of this law by allowing the public to use the premises for outdoor recreation without fee and by posting warning signs for dangerous artificial latent conditions.
7. **Limited Rights:** No provision of this Agreement transfers any real property rights from either party to the other.
8. **Entire agreement:** This instrument contains the entire agreement between the parties and no statement, promise, representation, inducement, or agreement made by either party, or its respective employees or agents, that is not contained in this document is valid, binding, or enforceable.

DUTIES OF THE COUNTY

- A. The COUNTY may maintain the Pine and Cedar Lakes trails, including construction, obliteration, gravel surfacing, ditching, brush cutting, and removal of hazard trees or debris.
- B. The COUNTY may perform trash clean-up and monitoring for unauthorized campfires on the Pine/Cedar Lakes Unit. Campfires are allowed October-May in established metal fire rings only.
- C. The COUNTY may write citations for non-game violations such as off-leash dogs or littering, as necessary.
- D. The COUNTY may maintain signs and informational postings as necessary.
- E. The COUNTY may pay for utilities and provide building maintenance, restroom cleaning and landscape maintenance of the Tennant Lake Interpretive Center.
- F. The COUNTY may perform maintenance on and around the Tennant Lake boardwalk, including brush trimming, litter pick-up, removal of bridge rails during high water events (as able), minor repairs such as replacing missing or damaged planks, gravel surfacing as necessary, and enforcement of nongame violations such as off-leash dogs.
- G. The COUNTY may provide/maintain Mutt Mitt dog feces collection stations at Tennant Lake and the Ferndale boat launch.
- H. The COUNTY may maintain the Nooksack levee trail from Hovander Park south to Slater Road, including mowing monthly from May-Sept, cutting brush, removing debris, and gravel surfacing.
- I. The COUNTY may maintain an informational web site featuring links to the Tennant Lake Interpretive programs.

DUTIES OF WDFW

- A. WDFW may stock Pine and Cedar Lakes with cutthroat or rainbow trout fry annually.
- B. WDFW shall provide enforcement of criminal or game violations, and monitor compliance with hunting laws.

- C. WDFW may fund a naturalist position to teach outdoor education classes at the Tennant Lake Interpretive Center.
- D. WDFW may maintain signs and informational postings as necessary, and designate safety zones, hunting seasons, and dog use restrictions.
- E. WDFW may perform vegetation control and trash pick-up at the Tennant Lake and Ferndale boat launch sites, in addition to COUNTY efforts.
- F. WDFW may work with Ferndale City officials to dredge the Ferndale boat launch after high water events and maintain an open launch channel into the Nooksack River.
- G. WDFW may provide a portable toilet facility at the Ferndale boat launch and pay for regular maintenance of the toilet.
- H. WDFW may provide materials for the maintenance of the roadway into the boat launch parking accesses.

IN WITNESS WHEREOF, the parties hereto have mutually agreed upon the terms and conditions of this instrument and have caused it to be executed as below subscribed:

Whatcom County Parks and Recreation

Date

Satpal Singh Sindhu - County Executive

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

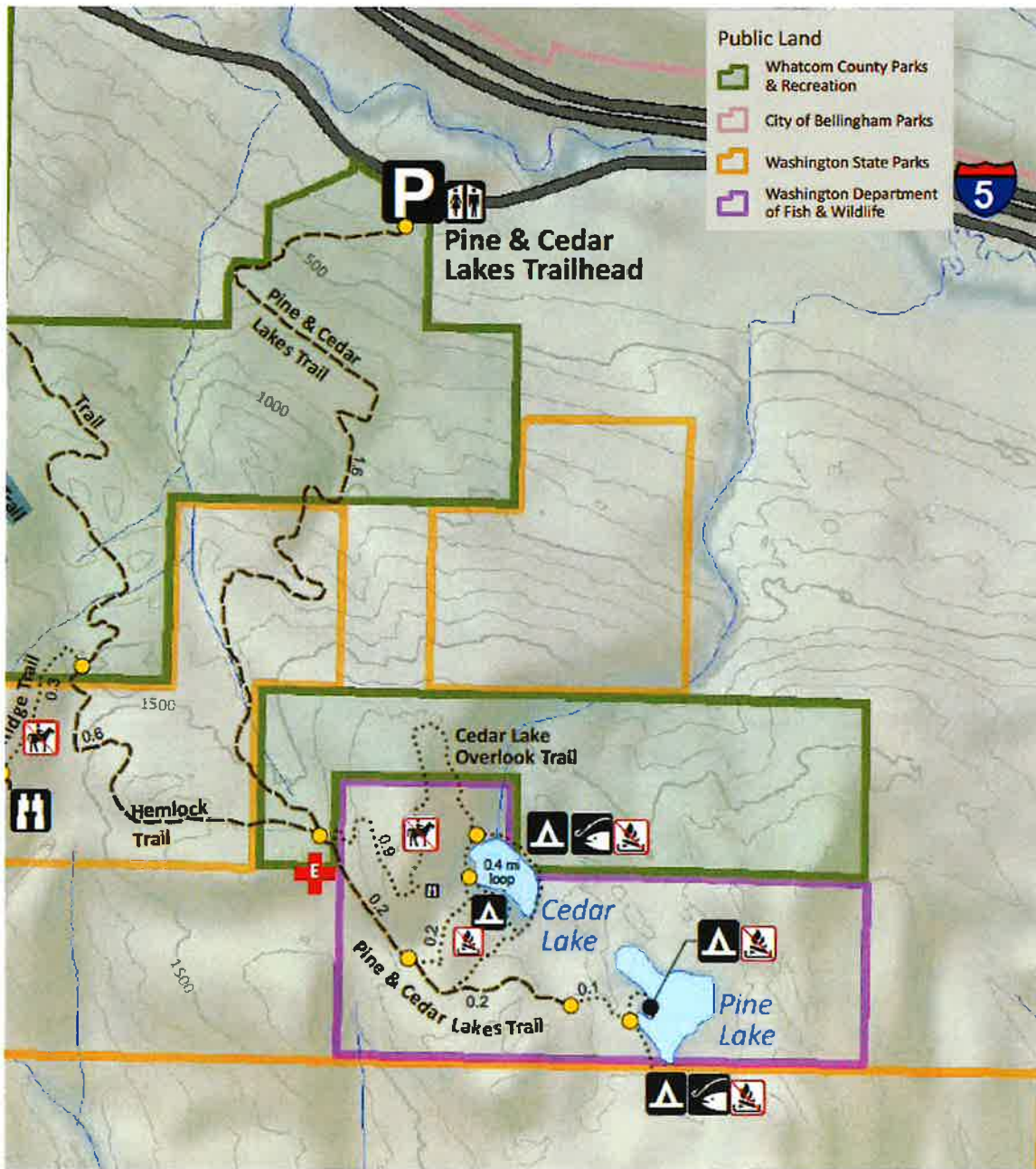
Date

Cynthia Wilkerson – Lands Division Manager

Hovander Park



Pine and Cedar Lakes



Tennant Lake

