

**AGREEMENT BETWEEN THE CITY OF LYNDEN, BERTRAND WATERSHED
IMPROVEMENT DISTRICT, NORTH LYNDEN WATERSHED IMPROVEMENT
DISTRICT, DIKING DISTRICT #4, AND DRAINAGE IMPROVEMENT DISTRICT #1.
RELATING TO PROVIDE FUNDING SUPPORT FOR WEST LYNDEN AREA
DRAINAGE PLANNING AND IMPLEMENTATION OF PROJECTS IDENTIFIED IN
DRAINAGE PLANNING**

This Agreement is made and entered into by and between the City Of Lynden (hereinafter referred to as the “City”), Bertrand Watershed Improvement District (hereinafter referred to as “BWID”), North Lynden Watershed Improvement District, (hereinafter referred to as “NLWID”), Diking District #4 (hereinafter referred to as “DD #4”), and Drainage Improvement District #1, (hereinafter referred to as “DID #1”).

WHEREAS, the City of Lynden seeks to develop the Pepin Creek residential zone and the West Lynden Industrial Park in a manner addressing stormwater that is consistent with the drainage needs of the surrounding agricultural area; and

WHEREAS, the BWID and NLWID are special purpose districts generally encompassing most of the agricultural lands to the north, west, and south of the City of Lynden and are created pursuant to RCW 87.03; and

WHEREAS, the DD #4 and DID #1 are special purpose districts generally encompassing most of the agricultural lands to the west and south of the City of Lynden and are created pursuant to RCW 85; and

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

1. **PURPOSE.** The purpose of this Agreement is to set the terms whereby all parties to the agreement will mutually develop and implement Comprehensive Stormwater and Drainage planning and implementation for the West Lynden area. Initial action will be to outline potential options and explore funding partners to develop and implement preferred options.

2. PARTY RESPONSIBILITIES

A. CITY OF LYNDEN RESPONSIBILITIES

1. The City shall designate a representative to participate in the West Lynden Stormwater and Drainage work group;
2. The City shall provide 80% of the funding for projects agreed to by the work group.

B. WID RESPONSIBILITIES

1. Each WID shall designate a representative to participate in the West Lynden Stormwater and Drainage work group;
2. Each WID shall provide 5% of the funding for projects agreed to by the work group.

C. DID AND DD RESPONSIBILITIES

1. The DD and DID shall each designate a representative to participate in the West Lynden Stormwater and Drainage work group;
2. The DD and DID shall each provide 5% of the funding for projects agreed to by the work group.

3. PAYMENT

The WIDs, Diking, Drainage Districts will provide payment to the City to reimburse 60 percent of eligible costs of the City's expenses directed by the West Lynden Stormwater and Drainage work group in an amount not to exceed \$50,000 within thirty (30) days of receiving the City's reimbursement request.

4. TERM OF AGREEMENT

The period of performance for this Agreement shall be July 1, 2021 through June 30, 2024.

5. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of all of the parties hereto. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6. DISPUTES

In the event that a dispute arises under this Agreement, a dispute board shall resolve the dispute in the manner set forth in this section. The parties to this Agreement shall each appoint a member to the dispute board. The dispute board shall evaluate the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board shall be final and binding on the parties hereto. In the performance of this Agreement, it is mutually understood and agreed upon by the parties hereto that this Agreement shall be governed by the laws and regulations of the State of Washington and the federal government, both as to interpretation and performance.

7. ASSIGNMENT

The obligations to be performed by the parties under this Agreement are not assignable or delegable by any party in whole or in part, without the prior written consent of both of the other parties.

8. WAIVER

A failure by any of the parties to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

9. TERMINATION

This Agreement may be terminated without cause by any Party effective upon sixty (60) days written notice, mailed postage pre-paid by certified mail, return receipt requested, to all remaining Parties last known address for the purposes of giving notice under this section. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

10. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

11. INTEGRATION OF AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

12. CONTRACT MANAGEMENT

No new separate legal or administrative entity is created to administer the provisions 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 responsible for its acts and for the acts of its agents, employees, and servants during the term of this Agreement. The Contract Administrator for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

The Contract Administrator for the City is:

The Contract Administrator for the WIDs is:

Henry Bierlink, Executive Director
Bertrand and North Lynden WIDs
204 Hawley Street
Lynden, WA 98264
(360) 354-1337
henry@agwaterboard.com

The Contract Administrator for the DD #4, and CID #1 is:

Paula Harris, River and Flood Manager
Whatcom County Public Works Department
322 N. Commercial Street, Suite 120
Bellingham, WA 98225
(360) 778-6285
pharris@co.whatcom.wa.us

13. COUNTERPARTS

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

14. EFFECTIVE DATE

This Agreement shall be in full force and effect upon full execution by the Parties and filing with the Whatcom County Auditor or posting on each Party's website, whichever method of filing is chosen.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF LYNDEN

By: _____

Title: _____

Date: _____

NORTH LYNDEN WID

By: _____

Title: _____

Date: _____

DIKING DISTRICT #4

By: _____

Title: _____

Date: _____

**DRAINAGE IMPROVEMENT
DISTRICT #1**

By: _____

Title: _____

Date: _____

BERTRAND WID

By: _____

Title: _____

Date: _____