

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMAS AND SUMAS  
WATERSHED IMPROVEMENT DISTRICT RELATING TO MUTUAL AID SUPPORT  
FOR SUMAS FLOOD RESPONSE AND DRAINAGE PLANNING AND  
IMPLEMENTATION**

This Agreement is made and entered into by and between the City of Sumas (the “City”) and the Sumas Watershed Improvement District (the “SWID.”)

**WHEREAS**, the City of Sumas is responding to the flood damages resulting from the November 2021 flooding events, which involves addressing stormwater, which is also consistent with the drainage needs of the surrounding agricultural area; and

**WHEREAS**, the City of Sumas is committed to helping maintain engineered drainage systems which must occur outside of the City limits, necessary to preserve Sumas businesses industries and housing.

**WHEREAS**, both the City and the SWID have interest in the proper management of surface water within the boundaries of the SWID to address current damages and alleviate future damages; and

**WHEREAS**, the SWID is a special purpose district generally encompassing most of the agricultural lands to the east, west, and south of the City of Sumas and are created pursuant to RCW 87.03; 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 plan, develop, and implement projects addressing Flood water, Stormwater and Drainage Plans for Sumas and the SWID that serve the best interest of all parties. Initial action will be to outline potential options and explore funding partners to develop and implement preferred options.

**2. PARTY RESPONSIBILITIES**

**A. CITY OF SUMAS RESPONSIBILITIES**

1. The City shall designate one or more representatives to participate in the Sumas Flood, Stormwater and Drainage work group.
2. The City shall pursue outside funding for flood and drainage related studies.
3. The City may, at its discretion, fund the work of engineers and surveyors to survey and perform evaluations of areas which receive drainage in the City and within the boundaries of SWID to analyze potential improvements to conveyance systems.
4. The City will seek additional funding for projects agreed to by the work group.
5. Where drainage projects are identified outside the City which provide special benefit to properties within the City, the City may, at its discretion, establish agreements that allow the City to contribute construction funding in such instances where the City can

later recover those contributions from identified or otherwise available sources, to the extent that such is allowed by law.

#### B. SWID RESPONSIBILITIES

1. SWID shall designate a representative to participate in the Sumas Flood, Stormwater and Drainage work group;
2. SWID shall encourage property owners to provide access to the City's engineers and surveyors to conduct the work identified in item A.3 above.
3. SWIDs agrees to provide support to the City in its efforts to secure funding from state and local funding authorities that would benefit both the City of Sumas and the adjoining agricultural lands
4. SWID agrees to provide at least 5% of the funding for improvement projects agreed to by the work group within its respective boundaries.

#### 3. TERM OF AGREEMENT

The period of performance for this Agreement shall be April 1, 2022 through June 30, 2025.

#### 4. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of all of the parties hereto. Inclusion of other entities into the agreement will be allowed by consent of all existing parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

#### 5. 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. Those members shall select by agreement, and appoint, a third 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, both as to interpretation and performance.

#### 6. 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.

#### 7. 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.

## 8. 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.

## 9. 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.

## 10. 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.

## 11. 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 or 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:

Sunny Aulakh, Public Works Director  
433 Cherry Street  
P.O. Box 9  
Sumas, WA 98295  
(360) 988-5711  
SAulakh@cityofsumas.com

The Contract Administrator for the WIDs is:

Henry Bierlink, Executive Director  
Sumas Watershed Improvement District  
204 Hawley Street  
Lynden, WA 98264  
(360) 354-1337  
[henry@agwaterboard.com](mailto:henry@agwaterboard.com)

**12. 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.

**13. 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 SUMAS**

**SUMAS WID**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_