

**INTERLOCAL AGREEMENT BETWEEN
CITY OF EVERETT AND CITY OF MUKILTEO
RELATING TO THE NEW EDGEWATER BRIDGE
OWNERSHIP, MAINTENANCE, REPAIR, AND OPERATIONAL RESPONSIBILITIES**

1. PARTIES

This Interlocal Agreement Between the City of Everett and City of Mukilteo Relating to the New Edgewater Bridge (this “**Agreement**”) is made by and between City of Everett, a Washington municipal corporation (the “**Everett**”), and City of Mukilteo, a Washington municipal corporation (the “**Mukilteo**”). Throughout this Agreement, Everett and Mukilteo are each sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

2. PURPOSE

The Parties have agreed that Everett in 2022 will commence a bridge project to replace the aging Edgewater Bridge on W. Mukilteo Boulevard (the bridge to be constructed by Everett in approximately 2022-2023, the “**New Edgewater Bridge**”). The current Edgewater Bridge is mostly within Everett city limits, but a portion is within Mukilteo city limits. The planned New Edgewater Bridge will similarly be mostly in Everett, but with a portion in Mukilteo. Historically, the bridge has been constructed, operated, and maintained by Everett. The purpose of this Agreement is to formalize and apply to the New Edgewater Bridge the Parties’ historical allocation of construction, operation, maintenance, and coordination responsibilities.

3. OWNERSHIP, MAINTENANCE, REPAIR AND OPERATION RESPONSIBILITIES

A. Everett Responsibilities.

1. Everett will own, maintain, repair, and operate the New Edgewater Bridge, the area of which is generally shown in cyan shaded area marked “Bridge” on the attached Exhibit A. This includes, but is not limited to, that Everett will own, maintain, repair, and operate the wall, guardrail, and moment slab sidewalk generally shown in the shaded area labeled bridge. Everett’s responsibility also includes, but is not limited to, ice and snow removal for the shaded bridge area. Everett will be responsible for meeting the requirements of the bridge replacement mitigation plan, including five years of required monitoring, as stated in the approved critical areas study entitled “Edgewater Creek Bridge Replacement - Critical Areas Study and Restoration Plan”, dated July 2021, as may be modified in the NEPA/SEPA process.

2. Everett will own, maintain, repair, and operate the street lighting and electrical improvements marked as “Everett Street Lighting/Electrical” on the attached Exhibit A.

3. Everett will own, maintain, repair, and operate stormwater improvements marked as “Everett Stormwater System” on the attached Exhibit A.

B. Mukilteo Responsibilities/Transferred Improvements

1. The improvements marked on Exhibit A as “Mukilteo Stormwater System,” “Mukilteo Wall,” and “Mukilteo Guardrail” and “Mukilteo Street Pavement” will be constructed by Everett as part of the construction of the New Edgewater Bridge and then transferred to Mukilteo (such improvements, the “*Transferred Improvements*”). The transfer of ownership of the Transferred Improvements will be deemed to occur on the substantial completion date of the New Edgewater Bridge as defined in the New Edgewater Bridge construction contract, and Mukilteo will thereafter maintain, repair, and operate the Transferred Improvements. The Parties will complete a bill of sale or whatever other documentation may be reasonably necessary to evidence the transfer of the Transferred Improvements on the substantial completion date.

2. Everett shall repair or replace all defects in workmanship and material in the Transferred Improvements discovered within one year after substantial completion date of the New Edgewater Bridge. Except for this repair/replacement obligation, Everett makes no warranties, and the transfer of the Transferred Improvements is “as-is.”

C. General Responsibilities. Except as provided otherwise in this Section 4, Everett and Mukilteo will each own, maintain, repair, and operate all improvements within their respective municipal boundaries.

D. Access Rights. The Parties hereby grant each other the right to enter and access each other’s property and rights-of-way as reasonably necessary for each Party to discharge its obligations under this Agreement.

4. **THIRD PARTY BENEFICIARIES**

There are no third-party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create any third-party beneficiary rights.

5. **EFFECTIVE DATE, DURATION AND TERMINATION**

(a) Effective Date. As provided by RCW 39.34.040, this Agreement shall not take effect unless and until it has: (i) been duly executed by both Parties, and (ii) has either been filed with the City’s interlocal agreements website or recorded.

(b) Duration. This Agreement shall remain in effect so long as the New Edgewater Bridge remains in service unless the Parties in writing determine otherwise by amending or terminating this Agreement.

6. **INTERLOCAL ACT PROVISIONS**

No separate legal or administrative entity is created by this Agreement. To the extent required by applicable law, each Party is responsible for financing and maintaining a budget for its activities under this Agreement. To the extent required by applicable law, each Party shall act as its own administrator for its activities under this agreement.

7. **AMENDMENTS TO THIS AGREEMENT**

Any amendment to this Agreement must be mutually agreed upon and executed in writing by the Parties.

8. OTHER AGREEMENTS

To the extent that any other agreements exist between Everett and Mukilteo regarding the New Edgewater Bridge, this Agreement governs.

9. SIGNATURES

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. Execution and delivery of this Agreement by the parties shall be legally valid and effective through any combination of: (i) executing and delivering a paper copy, (ii) transmitting the executed paper copy by email in pdf format or other electronically scanned format, or (iii) execution and transmittal by AdobeSign or DocuSign or similar e-signature method.

DATED (for reference purposes only): FEBRUARY 22 2022

[Signature pages follow.]

[Signature page to Interlocal Agreement]

Having received appropriate authorization from their respective governing bodies, the officials signing below have executed this Agreement on the date(s) set forth below.

CITY OF EVERETT:

By: _____

Name: _____

Title: Mayor

Dated: _____

Attest:

City Clerk

Approved as to form:

City Attorney

[Signature pages continue on next page.]

[Signature page to Interlocal Agreement]

CITY OF MUKILTEO:

By: Joel Marine

Name: Joel Marine

Title: Mayor

Dated: 2/24/22

Attest:

Ky
City Clerk

Approved as to form:

David King
City Attorney











Edgewater Bridge Interlocal Agreement_Final with exhibit

Final Audit Report

2022-05-23

Created:	2022-05-19
By:	Matt Nienhuis (MNIENTHUIS@MUKILTEOWA.GOV)
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Adobe Acrobat Sign

✔ Agreement completed.

2022-05-23 - 11:38:32 PM GMT



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[Signature page to Interlocal Agreement]

CITY OF MUKILTEO:

By: Joe Marine

Name: Joe Marine

Title: Mayor

Dated: May 23, 2022

Attest:

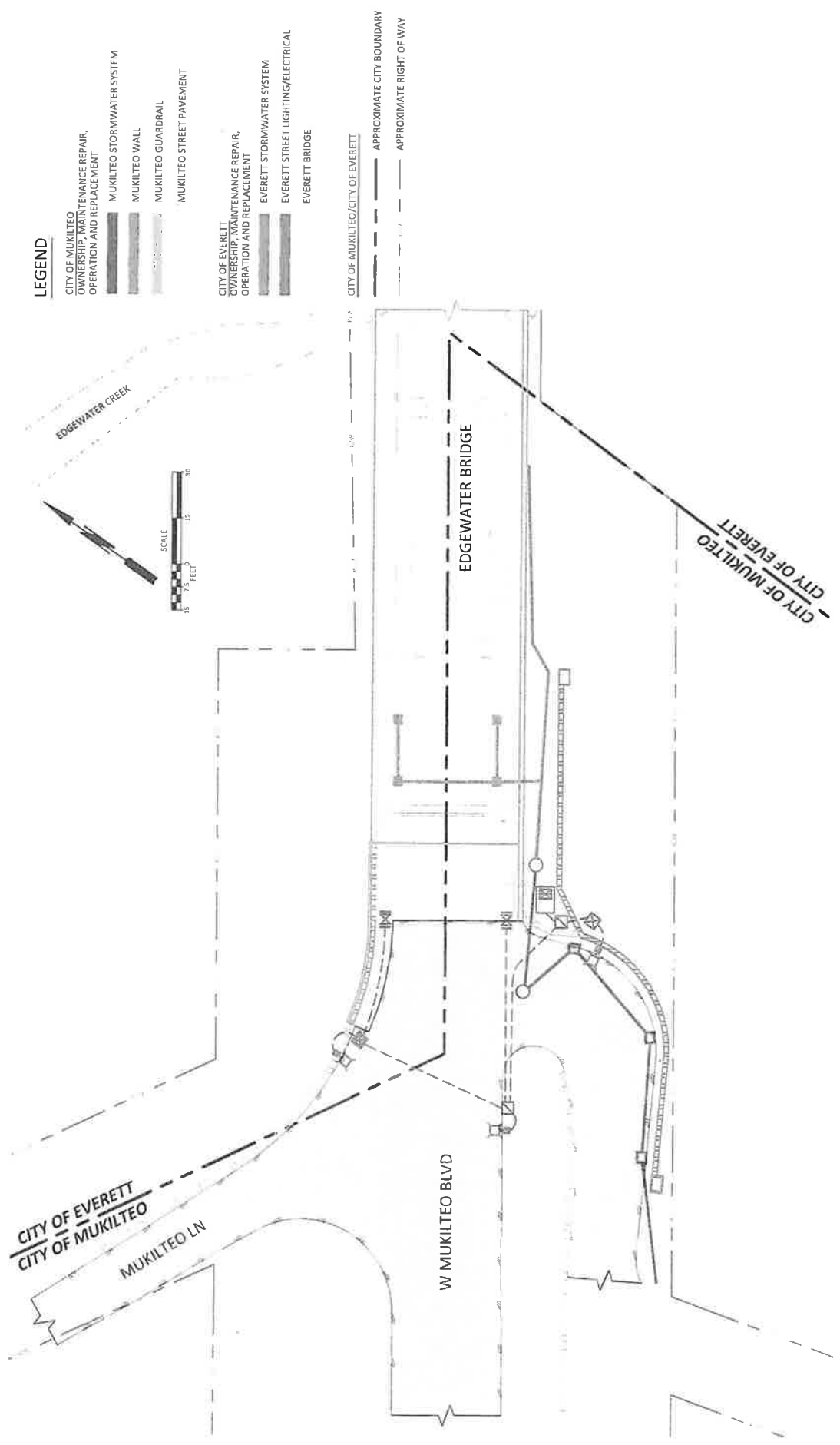
[Signature]

City Clerk

Approved as to form:

Daniel Kenny

City Attorney



NEW EDGEWATER CREEK BRIDGE REPLACEMENT ILA GRAPHIC EXHIBIT A

3200 Cedar Street
Everett, WA 98201
425.257.8800 everettwa.gov

