

**INTERLOCAL AGREEMENT BETWEEN
CITY OF EVERETT AND CITY OF MUKILTEO
RELATING TO MUKILTEO LANE**

1. PARTIES

This Interlocal Agreement Between the City of Everett and City of Mukilteo Relating to Mukilteo Lane (this “*Agreement*”) is made by and between City of Everett, a Washington municipal corporation (“*Everett*”), and City of Mukilteo, a Washington municipal corporation (“*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 agree that:

- Mukilteo Lane is a local access roadway that provides sole access to multiple Mukilteo residences
- Everett and Mukilteo corporate boundaries split the Mukilteo Lane Right of Way (R/W) creating joint and adjacent operating and maintenance responsibilities
- Geotechnical engineering and roadway structural improvements are needed to ensure ongoing preservation of, and access from Mukilteo Lane
- Everett and Mukilteo would mutually benefit from a geotechnical study to outline the needed improvements
- Everett and Mukilteo have each budgeted or programmed \$50,000 in 2022 toward funding a joint geotechnical study of up to \$100,000 to outline the needed improvements.

3. MUKILTEO LANE GEOTECHNICAL STUDY

The scope of work for this project is to identify needed work to preserve the portion of Mukilteo Lane that is under joint Right of Way control, which is, generally speaking, from approximately 1315 Mukilteo Lane to its intersection with Mukilteo Boulevard. The scope of work will include an analysis of existing conditions and recommendations for stabilization of the roadway and right of way. Public Works staff from both Parties by mutual agreement will add further detail to the scope of work during the contracting process. Public Works staff from Mukilteo and Everett will work together to select a geotechnical consultant, with Everett complying with the requirements for contracting for such services under Chapter 39.80 RCW. Everett will execute a professional services contract with the selected consultant and will thereafter administer the contract.

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/Termination. This Agreement shall remain in effect through the completion of the Geotechnical study 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. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein. To the extent required by applicable law, each Party shall act as its own administrator for its activities under this agreement.

Everett agrees to administer the Geotechnical professional services contract. Mukilteo agrees to promptly reimburse Everett for one-half of the total of each invoice from the geotechnical consultant up to \$50,000.

7. AMENDMENTS TO THIS AGREEMENT

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

8. 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 other e-signature method.

DATED (for reference purposes only): _____, 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: Cassie Franklin

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: Joe Marine
Joe Marine (May 12, 2022 12:22 PDT)

Name: Joe Marine

Title: Mayor

Dated: May 12, 2022

Attest:

KJ
Kara Johnson (May 12, 2022 12:11 PDT)

City Clerk

Approved as to form:

Daniel Kenny
Daniel Kenny (May 12, 2022 11:59 PDT)

City Attorney

Mukilteo Lane Interlocal Agreement

20220321_Final

Final Audit Report

2022-05-12

Created:	2022-05-12
By:	Matt Nienhuis (MNIENHUIS@MUKILTEOWA.GOV)
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 **Agreement completed.**

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