

**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
- Plans, Specifications, and Estimates (PS&E) are needed for the roadway structural improvements to ensure ongoing preservation of and access from Mukilteo Lane
- Everett and Mukilteo would mutually benefit from PS&E for the needed improvements
- Everett and Mukilteo have each budgeted or programmed \$200,000 in 2025 toward funding PS&E of up to \$400,000 to outline the needed improvements.

3. PLANS, SPECIFICATIONS, AND ESTIMATES

Public Works staff from Mukilteo and Everett will work together to select an engineering consultant, with Mukilteo complying with applicable requirements for contracting for such services under Chapter 39.80 RCW or other applicable law. Mukilteo will execute a professional services contract with the selected consultant. The scope of work for the contract is for the consultant to develop plans, specifications and estimates for a public works project to preserve the portion of Mukilteo Lane under joint Right of Way control from approximately 1315 Mukilteo Lane to its intersection with Mukilteo Boulevard. Public Works staff from both Parties by mutual agreement will add further detail to the scope of work during the contracting process.

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 Parties interlocal agreements website or recorded with the Snohomish County Auditor.

(b) Duration. This Agreement shall remain in effect through the completion of the PS&E development unless the Parties in writing determine otherwise by amending or terminating this Agreement. A Party seeking to terminate this Agreement shall give ten days' written notice to the other Party. If the Agreement is terminated, the terminating party shall be liable only for performance rendered prior to the effective date of the termination.

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.

Mukilteo agrees to administer the PS&E Professional Services contract. Everett agrees to reimburse Mukilteo for one-half of the total of each invoice from the engineering consultant up to \$200,000 cumulative total. Everett will pay its portion of the invoice within thirty days of receipt of the invoice.

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 contradictory agreements exist between Everett and Mukilteo regarding Mukilteo Lane PS&E work, 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 other e-signature method by one or both Parties.

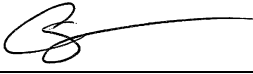
DATED (for reference purposes only): DATE OF LAST
SIGNATURE BELOW, 2025

[Signature pages follow.]

[Signature page to Interlocal Agreement]

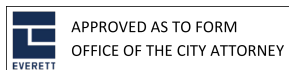
Having received appropriate authorization from their respective governing bodies, the officials signing below have executed this Agreement on the date(s) set forth below.

CITY OF EVERETT:

By: 
Name: Cassie Franklin
Title: Mayor
Dated: 05/05/2025

Attest:


Office of the City Clerk



[Signature pages continue on next page.]

[Signature page to Interlocal Agreement]

CITY OF MUKILTEO:

By: Joe Marine
Name: Joe Marine
Title: Mayor
Dated: 05/02/2025

Attest:

Asea Sandine
City Clerk

Approved as to form:

Heidi Greenwood
City Attorney **05/02/2025**












City of Mukilteo-Mukilteo Lane-ILA-TH-SD


Final Audit Report

2025-05-05

Created:	2025-05-02
By:	Ashleigh Scott (AScott@everettwa.gov)
Status:	Signed
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-  Document created by Ashleigh Scott (AScott@everettwa.gov)
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-  Signer jmarine@mukilteowa.gov entered name at signing as Joe Marine
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 Agreement completed.

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