

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MOUNTLAKE
TERRACE AND CITY OF LYNNWOOD
FOR USE OF SEWER OVERFLOW CONNECTION**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by the City of Mountlake Terrace ("Mountlake Terrace"), a Washington municipal corporation, and the City of Lynnwood ("Lynnwood") a Washington municipal corporation, individually a "Party" and collectively the "Parties".

WHEREAS, since 1977, Mountlake Terrace and Lynnwood have had an agreement providing for overflow from Lynnwood's lift station No. 12 located at 216th Street S.W., east of Highway 99, to the Mountlake Terrace gravity sewer line immediately southerly thereof; and

WHEREAS, sewer overflows from Lynnwood lift station No. 12 has resulted in certain costs for Mountlake Terrace, which costs have been subject to reimbursement pursuant to a sewer agreement between the Parties date May 10, 1982; and

WHEREAS, Lynnwood lift station No. 12 accepts sewer flow from residents outside of City of Lynnwood city limits in the area of 208th Street S.W. to 210th Street S.W., West of Highway 99 to approximately 72nd Avenue West, and sewer flow from that area has been contributing to overflow accepted by Mountlake Terrace's gravity sewer line immediately southerly from Lynnwood lift station No. 12; and

WHEREAS, Mountlake Terrace recognizes the need to continue to allow use of the overflow connection by Lynnwood for scheduled maintenance activities and in emergency situations; and

WHEREAS, the Parties have negotiated a new agreement to continue to provide the overflow connection for use by Lynnwood subject to the terms included herein; and

WHEREAS, Mountlake Terrace and Lynnwood have the authority to undertake joint and cooperative action pursuant to Chapter 39.34 RCW;

NOW, THEREFORE, in consideration of the following terms and conditions, the Parties agree as follows:

1. Purpose of Agreement.

The purpose of this Agreement is to provide the terms and conditions under which Mountlake Terrace will allow the use of the overflow connection between Lynnwood's lift station No. 12 and Mountlake Terrace's gravity sewer line immediately southerly thereof.

2. Termination of Existing Agreement.

That certain Sewer Agreement entered into on the 10th of May, 1982 by the Parties is hereby terminated and superseded by this Agreement.

3. Lynnwood Rights and Mountlake Terrace Obligations.

Lynnwood will have the right to use the overflow connection between Lynnwood's lift station No. 12 and Mountlake Terrace's gravity sewer line immediately southerly thereof. Mountlake Terrace will provide for Lynnwood's use of said overflow connection subject to performance by Lynnwood of its obligations.

4. Lynnwood Obligations.

- a. Lynnwood will limit the use of the overflow connection to emergency situations or scheduled maintenance activities and to provide sufficient pumping capacity of its own for all other sewage flows.
- b. Lynnwood will obtain prior approval from Mountlake Terrace prior to scheduled maintenance that would cause overflow for Lift Station No. 12 .
- c. Lynnwood staff will notify Mountlake Terrace and give as much notice as possible by email and under emergency situations, Lynnwood will notify Mountlake Terrace by phone.
- d. Lynnwood will use a Supervisory Control and Data Acquisition (SCADA) system to monitor sewage levels and conditions, enabling Lynnwood to manage sewer flows.
- e. Lynnwood will use its SCADA system to determine and report on sewer flows and provide monthly SCADA reports for overflow to Mountlake Terrace.

5. Sewer Overflow Charge Rate.

Lynnwood will pay \$5.22 per centum cubic feet (CCF) to Mountlake Terrace for all sewer being transferred from lift station 12 during bypass to Mountlake Terrace ("Sewer Overflow Charge Rate". Lynnwood agrees to report these overflows to Mountlake Terrace.

6. Reimbursement for Mountlake Terrace's Additional Costs.

Lynnwood will reimburse Mountlake Terrace for any operational, maintenance, or repair costs directly resulting from Lynnwood overflow, such as labor costs related to alarms call-outs and other actions to respond to Lynnwood overflow, administration costs of estimating

sewage flows when metering devices are flooded, and cost to repair damage to metering devices (“Additional Costs”). The Additional Costs will be payable on a reimbursement basis in addition to payments owed based on the Sewer Overflow Charge Rate; provided that, Mountlake Terrace must submit to the attention of Lynnwood’s Director of Public Works the invoices and documentation supporting the types and amounts of Additional Costs for which Mountlake Terrace is requesting reimbursement. The Mountlake Terrace City Engineer and Lynnwood Director of Public Works will review, discuss and mutually agree regarding the appropriate calculation methodology to be applied to Mountlake Terrace’s requests for reimbursement of Additional Costs.

7. Duration.

This Agreement shall take effect upon signature by both Parties and shall remain in effect unless otherwise terminated in accordance with Section 13 (Termination).

8. Administration.

No separate legal entity is created by this Agreement. This Agreement will be administered by the Lynnwood Director of Public Works and Engineering or his/her/their designee and the Mountlake Terrace City Engineer or designee. Either Party may change its Administrator for purposes of this Agreement at any time by delivering written notice of such Party’s new Administrator to the other Party.

9. No Joint Venture.

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture, or other joint enterprise between the Parties.

10. No Third-Party Beneficiaries.

This Agreement and each and every provision hereof is for the sole benefit of Lynnwood and Mountlake Terrace. No other persons shall be deemed to have any rights in, under, or to this Agreement.

11. No Joint Property.

The Parties do not intend to jointly acquire real or personal property pursuant to this Agreement.

12. Entire Agreement; Amendment.

This Agreement constitutes the entire Agreement between the Parties concerning the subject matter covered by this Agreement. This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

13. Termination.

This Agreement may be terminated by either party only after 120 days written notice to the other party and shall also be subject to renegotiation upon 120 day written notice of either party.

14. Disputes.

It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at staff level. In the event disputes cannot be resolved informally at the staff level, then the Parties agree to submit the dispute to non-binding mediation/dispute resolution. If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be resolved through direct discussions, the Parties agree to endeavor first to settle the dispute in an amicable manner by mediation. All fees and expenses for mediation shall be borne by the Parties equally.

15. Venue.

In the event that either Party deems it necessary to bring legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in Snohomish County Superior Court. Further, the Parties agree that each will be solely responsible for payment of its own attorney's fees and costs.

16. Indemnity.

Each of the Parties shall protect, defend, indemnify, and hold harmless the other Party and its employees and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgements, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, that Party's obligations performed or to be performed pursuant to the provisions of this Agreement. No Party shall be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) Mountlake Terrace, its employees, contractors, consultants, or authorized agents and (b) Lynnwood, its employees, contractors, consultants, or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the other Party, its employees, contractors, consultants, and authorized agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of Title 51 RCW.

17. Insurance.

Each Party shall be responsible for maintaining its own insurance.

18. Severability.

If any provision of this Agreement or the application thereof to any person or circumstance is found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

19. No Waiver.

A party's forbearance or delay in exercising any right or remedy with respect to a breach of this Agreement by the other party shall not constitute a waiver.

20. Filing; Posting.

Pursuant to RCW 39.34.040, this Agreement shall be recorded with the Snohomish County Auditor immediately after execution by the Parties hereto or posted on either Party's website.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth under their signatures below, and effective as of the date of the last party to sign.

CITY OF LYNNWOOD

CITY OF MOUNTLAKE TERRACE

Signed by:
George Hurst Mayor
4E72F7DA1EE545C...
George Hurst, Mayor
Date: 3/16/2026

Jeff Niten

Jeff Niten, City Manager
Date: _____

ATTEST/AUTHENTICATED

ATTEST/AUTHENTICATED

DocuSigned by:
Darcy Kirschner
C17DAB8F9A994F1...
Darcy Kirschner, Interim City Clerk

Jennifer C Joki

Jennifer Joki, City Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM

Signed by:
Lisa Marshall, City Attorney
0C9DE54C77524E7...
Lisa Marshall, City Attorney

Heggar

Hillary Evans, City Attorney

CERTIFICATE *of* SIGNATURE

REF. NUMBER
SPSCN-QUZJC-TDPDZ-UTF4E

DOCUMENT COMPLETED BY ALL PARTIES ON
06 APR 2026 16:13:19
UTC

SIGNER

TIMESTAMP

SIGNATURE

JEFF NITEN

EMAIL
JNITEN@MLTWA.GOV

SENT
06 APR 2026 15:56:45

VIEWED
06 APR 2026 16:11:34

SIGNED
06 APR 2026 16:11:45



IP ADDRESS
152.44.147.206

LOCATION
BOTHELL, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
06 APR 2026 16:11:34

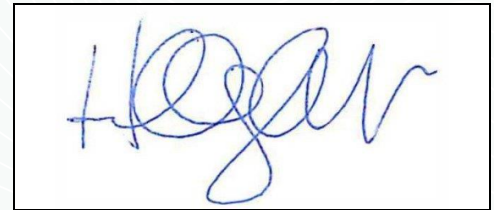
HILLARY EVANS

EMAIL
HILLARY@KENYONDISEND.COM

SENT
06 APR 2026 15:56:45

VIEWED
06 APR 2026 16:13:02

SIGNED
06 APR 2026 16:13:19



IP ADDRESS
75.172.116.9

LOCATION
SEATTLE, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
06 APR 2026 16:13:02

