

**INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF  
MUKILTEO AND THE MUKILTEO WATER & WASTEWATER DISTRICT  
REGARDING PAYMENT FOR THE PAVING OF WASHINGTON  
AVENUE AND CLOVER STREET**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the CITY OF MUKILTEO, a municipal corporation of the State of Washington (the "City"), and the MUKILTEO WATER & WASTEWATER DISTRICT, a municipal corporation of the State of Washington (the "District") (each individually a "Party" and collectively the "Parties") for the purposes set forth below.

**RECITALS**

WHEREAS, the District is placing a sewer force main in Washington Avenue and Clover Street as a part of its 2016 Water and Sewer Project; and

WHEREAS, the City is requiring the District to replace the travel lane (1/2 the road width) where the force main is being installed; and

WHEREAS, it is a benefit to the City to have the entire road width of Washington Avenue and Clover Street repaved; and

WHEREAS, the City is willing to pay the District for the District's Contractor to pave the entire road width instead of only the traveled lane (1/2 width) based on the Contractor unit bid price of \$96.50 per Ton.

NOW, THEREFORE, the Parties agree as follows:

Section 1. The District shall direct its 2016 Water and Sewer project Contractor to pave the full width of Washington Avenue and Clover Street and be responsible to paying the Contractor in accordance with the District's 2016 Sewer and Water project agreement.

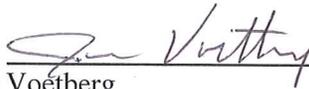
Section 2. The City shall pay the District for the additional 1/2 width paving of Washington Avenue and Clover Street based on a cost of \$96.50 per asphalt ton calculated to be as follows:

Washington Avenue:	Additional 133 Tons @ \$96.50/Ton = \$12,834.50
Clover Street:	Additional 72.5 Tons @ \$96.50/Ton = <u>\$ 6,992.25</u>
<b>Total</b>	<b>\$19,830.75</b>

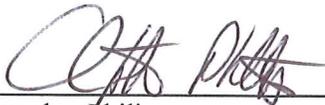
Section 3. Payment by the City shall be made after inspection and acceptance of the paving work by the District and City.

These provisions represent the entire and integrated agreement of the Parties and may not be modified or amended except as provided herein. Any understanding, whether oral or written which is not incorporated herein is expressly excluded.

MUKILTEO WATER AND  
WASTEWATER DISTRICT

By:   
Jim Voetberg  
General Manager

CITY OF MUKILTEO

By:   
Christopher Philipps  
Management Services Director