

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 7/8/19

AGENDA ITEM:	
Interlocal Agreement Between the City of Lake Stevens and the City of Marysville	
PREPARED BY:	DIRECTOR APPROVAL:
Gloria Hirashima, Chief Administrative Officer	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
1. Proposed Interlocal Agreement Between the City of Marysville and the City of Lake Stevens regarding improvements to Powerline Trail.	
BUDGET CODE:	AMOUNT:
	\$
SUMMARY:	

The City Councils of Marysville and Lake Stevens have been pursuing an interlocal agreement (“ILA”) for road and park planning and improvements over the past few years. The discussions have resulted in a proposed ILA for Soper Hill Road to address transportation, and an ILA for the Powerline Trail to address trail improvements. The Soper Hill agreement was approved by the Lake Stevens Council on 6/25/19.

The proposed interlocal agreement for the Powerline Trail would establish an agreement to jointly design and pursue construction funding to enable a trail from Marysville’s planned Centennial trail connection at Getchell Hill, through Marysville and the Sunnyside area, extending south to Lake Stevens and ultimately connecting easterly back to the Centennial trail in Lake Stevens. The planned trail would provide for a regional trail that benefits both the Marysville and Lake Stevens communities. The Marysville City Council had previously approved this agreement in May. However, Lake Stevens offered some recent amendments this past week. The agreement was revised to include provisions to complete the trail construction within 7 years. This was intended to provide greater certainty and urgency in moving the proposed trail forward within both cities’ overall capital facility plans. Lake Stevens also proposed an amendment to remove the language committing each city to \$200,000 to initiate trail design immediately. Funds are not currently available in the Lake Stevens budget for this purpose.

RECOMMENDED ACTION: Staff recommends that Council approve the Interlocal Agreement on the Powerline Trail and authorize the Mayor to sign the Agreement.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND THE CITY
OF LAKE STEVENS REGARDING DEVELOPMENT AND IMPROVEMENTS TO
POWERLINE TRAIL**

This Agreement is entered into this ____ day of _____, 2019, and is entered into by and between the City of Marysville, a municipal corporation under the laws of the state of Washington, (“Marysville”) and the City of Lake Stevens, a municipal corporation under the laws of the state of Washington (“Lake Stevens”), collectively referred to as the “parties.”

Whereas, powerlines and associated easements run through the jurisdictional boundaries of Marysville and Lake Stevens; and

Whereas, development of a trail on or along these powerlines would benefit both cities and their citizens, provide recreational opportunities, and provide alternative transportation routes (bicycle and pedestrian) linking the cities; and

Whereas, Marysville and Lake Stevens agree that development of a trail (the “Powerline Trail”) along this route as shown in **Exhibit A** would benefit the public health and welfare and that its benefits would be greatly enhanced by joint development through both cities; and

Whereas, the Powerline Trail will be developed so as to connect to the Centennial Trail, with the connections tentatively planned at or near the Getchell trailhead site in Marysville, and at or near 20th SE in Lake Stevens, beginning at Cavelero Park; and

Whereas, the Powerline Trail will serve a population beyond that of Marysville and Lake Stevens; and

Whereas, Marysville and Lake Stevens will seek grant funding and local funds to develop the Powerline Trail; and

Whereas, Marysville and Lake Stevens have the authority to enter into this Agreement pursuant to and in accordance with the State Interlocal Cooperation Act, Chapter 39.34 RCW;

Now, therefore, in consideration of the mutual promises herein, the parties agree that:

1. Requirements of the Interlocal Cooperation Act.

- a. Purpose of Agreement. This Agreement is authorized by and entered into pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW. The purpose and intent of this

Agreement is for Marysville and Lake Stevens to work together effectively and efficiently to accomplish the “Powerline Trail Projects,” as defined in Section 3 of this Agreement. This Agreement establishes the responsibilities of Marysville and Lake Stevens for the planning, design, and construction of the Powerline Trail Projects. Lake Stevens will cooperate with Marysville and Marysville will cooperate with Lake Stevens to the extent reasonably necessary to accomplish the Powerline Trail Projects.

- b. No Separate Entity. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.
- c. Ownership of Property. 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.
- d. Administrators. Each party to this Agreement shall designate an individual (an “Administrator”), who may be designated by title or position, to oversee and administer such party’s participation in this Agreement. The parties’ initial Administrators shall be the following individuals:

Marysville’s Initial Administrator:	Lake Steven’s Initial Administrator:
Chief Administrative Officer	City Administrator
Gloria Hirashima	Gene Brazel
1049 State Avenue	1812 Main St.
Marysville, WA 98270	P.O. Box 257
	Lake Stevens, WA 98258

Either party may change its Administrator at any time by delivering written notice of such party’s new Administrator to the other party.

- 2. **Effective Date**. This Agreement shall take effect upon being authorized for execution by the City Council of each party, fully executed by the mayor for each party, and being (a) filed with the Snohomish County Auditor or (b) being posted on either Marysville’s or Lake Stevens’ city website.

3. **Powerline Trail Project Design**.

- a. Design. The Powerline Trail would be an important north-south recreational and transportation corridor. Each city will commit to funding design and construction of the project for the segments of the Powerline Trail located within their jurisdiction, to be

built in phases. The city of Marysville will plan, locate and provide a neighborhood park with parking and restroom facilities along their segment of the trail within ½ mile of the intersection of Soper Hill Road. The cities will coordinate planning of the trail and cooperate on design to ensure consistency throughout the project and each will be the lead agency for design and future construction within their jurisdiction, unless otherwise agreed. It is intended for this trail to be completed within seven (7) years of the execution date of this document, but this time period for trail design, property or easement acquisition and construction may be extended by mutual agreement consistent with paragraph 4. Below.

- b. Design Option. Upon written consent of both parties, Marysville may, in lieu of Lake Stevens, also design the segments of the Powerline Trail that are located in Lake Stevens, and Lake Stevens will reimburse Marysville for the cost of designing those segments.
- c. Preliminary design will be completed within two (2) year of the effective date of this agreement. Final design will be completed within three (3) years of the effective date of this agreement.

4. Final Design and Construction of the Powerline Trail Project.

Following preliminary design, the cities agree to coordinate a phasing and funding plan for the final design, easement or property acquisition and trail construction. The parties agree to jointly prioritize the trail segments (if construction must occur in phases). The parties also agree to seek grant opportunities through joint application for State and Federal grants. and to work cooperatively on securing funding until all phases are constructed.

5. Maintenance of the Powerline Trail Project.

When constructed, each city will be responsible for maintenance of the trail within its jurisdiction.

6. Access to Powerline Trail.

Each city will take all reasonable measures to ensure access to the trail and to connect the trail with other trails and recreational sites. On the north end, Marysville will ensure connection to the Centennial Trail and on the south end, Lake Stevens will connect to its trail section on 20th St SE which will ultimately connect to Centennial trail via the interconnected trail system.

- 7. Indemnification.** Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this

Agreement. The provisions of this Section 6 shall survive the expiration or earlier termination of this Agreement.

8. **Insurance.** Each party shall maintain its own insurance and/or self-insurance (including membership in a self-insured pool) for its liabilities from damages to property and or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance (including membership in a self-insured pool) shall not limit either party's indemnification obligations under Section 6.
9. **Duration.** This Agreement shall continue in force and effect until the earliest occurrence of:
 - a. Completion of trail construction
 - b. Ten years from the date this Agreement is effective, or as mutually extended by the parties.
10. **Compliance with Laws.** Each party, in performing its obligations under this Agreement, shall comply with all applicable federal, state, and local laws, regulations, and rules.
11. **Dispute Resolution.** The parties agree that any dispute, claim, or controversy arising out of or relating to this Agreement will first be discussed between the parties' Administrators. Thereafter and except as herein provided, no civil action with respect to any dispute, claim, or controversy arising out of or relating to this Agreement may be commenced until the dispute, claim, or controversy has been submitted to a mutually agreed upon mediator. The parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. Each party shall be responsible for the costs of its own legal representation. Either party may seek equitable relief prior to the mediation process, but only to preserve the status quo pending the completion of that process.
12. **Relationship to Existing Laws and Statutes.** This Agreement in no way modifies or supersedes existing state laws and statutes. In meeting the commitments encompassed in this Agreement, all parties will comply with all applicable state or local laws. Marysville and Lake Stevens will retain the ultimate authority for land use and development decisions within their respective jurisdictions. By executing this Agreement, Marysville and Lake Stevens do not intend to abrogate the decision-making responsibility or police powers vested in them by law.
13. **Notices.** All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be

deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 1.d. of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

14. Miscellaneous.

- a. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document approved by the city council of each party and signed by the mayor of both parties.
- b. Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be the Superior Court of the State of Washington, in and for Snohomish County.
- c. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.
- d. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be 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.
- e. No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.
- f. No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in

violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

- g. Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.
- h. 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.
- i. No Third Party Beneficiaries. This Agreement and each and every provision thereof are for the sole benefit of Marysville and Lake Stevens. No other persons or parties shall be deemed to have any rights in, under, or to this Agreement.
- j. Recitals; Exhibits. The recitals and attached exhibits are incorporated into and shall be considered part of this Agreement.
- k. Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

In witness whereof, the parties have executed this Agreement as of the last date written below.

CITY OF MARYSVILLE

CITY OF LAKE STEVENS

By: _____
Jon Nehring, Mayor

By: _____
John Spencer, Mayor

Attested/Authenticated:

Attested/Authenticated:

Tina Brock, Deputy City Clerk

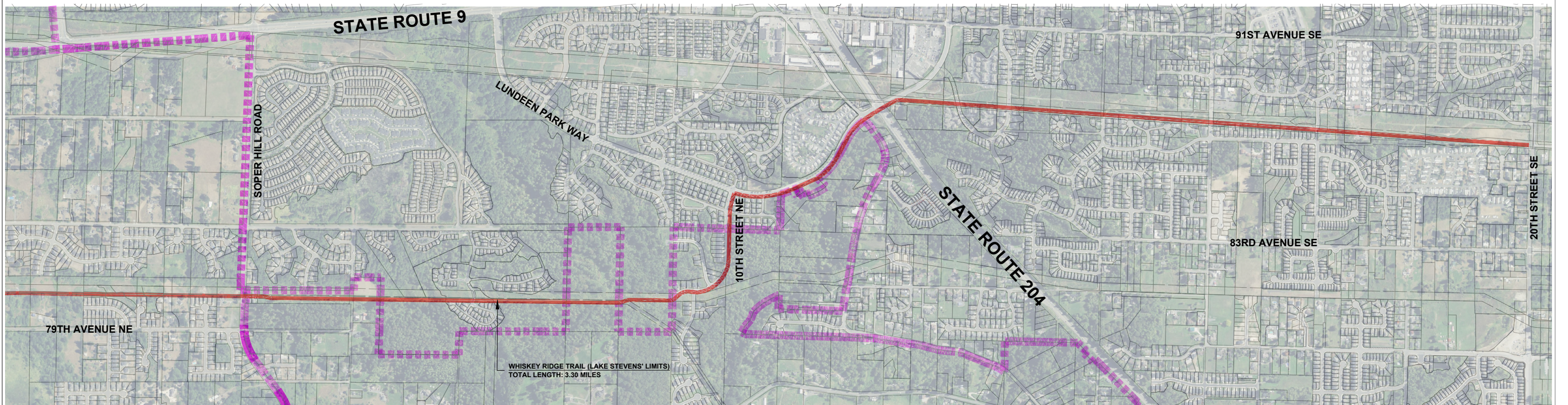
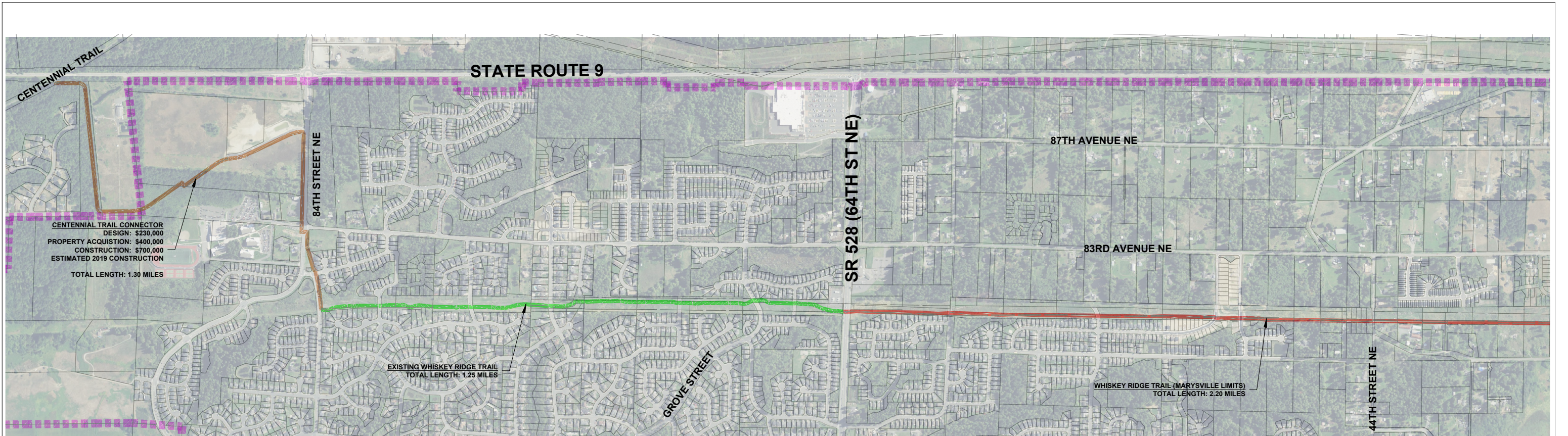
Kathy Pugh, City Clerk

Approved as to form:

Approved as to form:

Jon Walker, City Attorney

Greg Rubstello, City Attorney



- CITY LIMITS
- EXISTING TRAIL
- PROPOSED TRAIL (FUNDED)
- PROPOSED TRAIL (UNFUNDED)
- PARCEL

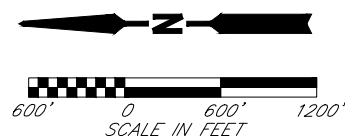


EXHIBIT A

Item 13 - 8

WHISKEY RIDGE TRAIL (CENTENNIAL TRAIL to 20th St NE)