



The city is conducting this public meeting using a hybrid model. The public is welcome to attend tonight's meeting in-person at City Hall (First Floor Conference Room), or virtually by using the meeting access link below -

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**MONTHLY REPORTS AND DEPARTMENT UPDATES - FIRE**

**MONTHLY REPORTS AND DEPARTMENT UPDATES - POLICE**

**DISCUSSION ITEMS**

1. Resolution No. 1702 - Interlocal Agreement with the City of Auburn for Partial Funding of the Stewart Road Bridge Replacement Project.

**ADJOURNMENT**



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**SUBJECT:** Resolution No. 1702 - Interlocal Agreement with the City of Auburn for Partial Funding of the Stewart Road Bridge Replacement Project.

**CATEGORY:** Resolution

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**BUDGET IMPACT:**

Expenditure Required: None

Within Budget Allocation: N/A

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**ATTACHMENTS:**

1. Resolution No. 1702 - ILA with City of Auburn for Stewart Bridge Funding

**STAFF CONTACT:** Andrea Marquez, City Attorney

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**SUMMARY BACKGROUND:**

Due to the regional use of the Stewart Road bridge, the City of Auburn has committed \$150,000.00 in funds to contribute to Sumner's replacement of the bridge. This agreement provides for that payment to Sumner.

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| <p><b>COUNCIL COMMITTEE/STUDY SESSION:</b> Public Safety</p> |
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| <p><b>MEETING/STUDY SESSION DATE:</b> 10/16/2024</p> |
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| <p><b>COMMITTEE RECOMMENDATION:</b></p> |
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**STAFF RECOMMENDATIONS/MOTION:**

Move to place Resolution 1702 on the City Council's October 21 agenda for consideration by the City Council.

**RESOLUTION NO. 1702**

**CITY OF SUMNER, WASHINGTON**

**A RESOLUTION OF THE CITY OF SUMNER, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUMNER AND THE CITY OF AUBURN FOR PAYMENT OF \$150,000.00 TOWARDS SUMNER’S CONSTRUCTION OF THE STEWART ROAD BRIDGE.**

**WHEREAS**, the City of Sumner and the City of Auburn seek to enter into an intergovernmental agreement enabling the City of Sumner to accept a \$150,000.00 contribution from the City of Auburn for the removal and replacement of the Stewart Road Bridge; and

**WHEREAS**, the City Council has determined it to be in the best interest of the City of Sumner to enter into said intergovernmental agreement; and

**WHEREAS**, the City of Sumner is authorized, pursuant to Chapter 39.34 RCW, Interlocal Cooperation Act, to enter into such agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUMNER, WASHINGTON:**

**Section 1. Authorization.** That the City Council hereby approves the Interlocal Agreement between the City of Sumner and the City of Auburn for the purpose of a \$150,000.000 payment by the City of Auburn toward the cost for Sumner to remove and replace the Stewart Road Bridge, a copy of which is attached and incorporated by reference, and authorizes the Mayor to sign said agreement on behalf of the City of Sumner substantially in a form as approved by the City Attorney.

**Section 2. Corrections by City Clerk or Code Reviser.** Upon approval of the city attorney, the city clerk and the code reviser are authorized to make necessary corrections to this resolution, including but not limited to the correction of clerical errors; or references to other local, state, or federal laws, codes, rules, or regulations.

**Section 3. Effective Date.** This resolution shall take effect and be in force immediately upon passage by the City Council.

**ADOPTED AND APPROVED** this \_\_\_\_ day of \_\_\_\_, 2024.

Attest:

\_\_\_\_\_  
Kathy Hayden, Mayor

\_\_\_\_\_

Michelle Converse, City Clerk

Approved as to form:

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Andrea Marquez, City Attorney

Return to:

City of Sumner City Clerk  
1104 Maple Street  
Sumner, WA 98390

**INTERLOCAL AGREEMENT  
BETWEEN THE CITY OF SUMNER AND THE CITY OF AUBURN  
FOR FUNDING SUPPORT FOR CONSTRUCTION  
OF THE STEWART ROAD BRIDGE**

**THIS AGREEMENT**, made pursuant to RCW Chapter 39.34, the Interlocal Cooperation Act, is entered into by and between the City of Sumner (“Sumner”) and the City of Auburn (“Auburn”), both municipal corporations of the State of Washington (together referred to as the “Parties”), for the purpose of replacing and widening the Stewart Road Bridge (“Agreement”).

**WHEREAS**, The Stewart Road corridor provides an important transportation link between Sumner, Bonney Lake, Auburn, and three highways: West Valley, East Valley, and SR 167; and

**WHEREAS**, Pierce County and the cities of Auburn, Sumner, and Pacific have agreed to forge a cooperative approach to the development and improvement of the Stewart Road corridor due to its importance to each jurisdiction; and

**WHEREAS**, The existing Stewart Road bridge over the White River is the final portion of unimproved roadway in the middle of the three-mile-long corridor. The bridge is considered “functionally obsolete” and is operating at overcapacity due to the increasing traffic volumes using the corridor. Replacing this bridge is vital to providing the transportation infrastructure needed by residents and serves the public’s interest to commute and travel; and

**WHEREAS**, the City of Auburn pledged and budgeted a \$150,000.00 contribution to Sumner’s bridge replacement project (the “Funds”) in recognition that the Stewart Road Bridge is a crucial piece of infrastructure for Auburn’s Lakeland Hills neighborhoods; and

**WHEREAS**, the City of Sumner has acquired the right of way and has secured funding commitments from various state, county, and local sources for the Project but is relying upon Auburn’s funding pledge as part of the necessary construction funds; and

**WHEREAS**, the Interlocal Cooperation Act, Chapter RCW 39.34, authorizes the Parties to enter into this Agreement for the purposes set forth herein.

**W I T N E S S E T H**

**NOW, THEREFORE**, in consideration of the terms, conditions, mutual covenants and performance contained herein or attached and made part hereof, the Parties hereto agree as follows:

**AGREEMENT**

**SECTION 1. SUMNER RESPONSIBILITIES**

The scope of work for this Agreement is the construction of a new Stewart Road Bridge. The Stewart Road Bridge lies completely within the City of Sumner. As such, Sumner shall be solely responsible for the removal and

replacement of the existing 2-lane bridge over the White River at Stewart Road. The new bridge will accommodate four lanes of traffic and a separated shared use path on the north side of the roadway. Adjacent intersections at Butte Avenue and 140th Street Court East will be modified to accommodate the new roadway grade and lane configurations (collectively, the “Project”). Sumner shall retain sole decision-making, permitting authority, supervision, and inspection authority over all aspects and management of the Project.

## **SECTION 2. PROJECT SCHEDULE**

- Bid Opening: October 2024
- Estimated Construction Start: 2025
- Estimate Construction Completion: 2028

## **SECTION 3. AUBURN’S RESPONSIBILITIES**

Subject to the terms and conditions of the Agreement set forth herein, Auburn agrees to make a one-time payment to the City of Sumner of \$150,000.00 for the White River Bridge Replacement Project (the “Funds”). Payment of the Funds will be made pursuant to this signed Agreement, and within 45 days of the execution of this Agreement by the Parties, the execution of which is contingent upon final approval of the terms and conditions of this Agreement by Resolution of the Auburn City Council. At Auburn’s discretion, payment of the Funds shall be made by check, ACH transfer, or by wire. If paying by check, it should be to “City of Sumner” and sent by post mail to the following address:

Michael Kosa, Director  
Public Works Department  
City of Sumner  
104 Maple Street  
Sumner, WA 98930

Instructions for ACH and wire payments are attached as Exhibit A. Sumner shall have full discretion on use of the Funds for the Stewart Bridge Replacement Project. Upon payment of the Funds, Auburn will have no further responsibilities regarding the Project or for any future maintenance and/or operation of the Stewart Road Bridge because of this Agreement. The Agreement does not create any lien rights or any interest in property or equipment. Auburn makes no commitment to and is not obligated by this Agreement for any future support of the Project.

## **SECTION 4. SUMNER ASSURANCES AND FUNDING CONFIRMATION**

As of 2024, the total cost for the Project is estimated to be greater than \$33 Million. As consideration for Auburn’s payment of the Funds, Sumner warrants that it has the resources and the funding commitments necessary to complete the Project. Sumner further warrants and promises that it will not redirect the Funds for any other purpose than completion of the Project. If Sumner abandons the Project or does not expend all the Funds obligated, it shall refund to Auburn the portion of Funds unexpended.

Sumner will construct the Project in accordance with public works laws and regulations including those related to competitive bidding, prevailing wage, retainage, and bonding, and with the currently adopted Stormwater Design Manual; the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter, Standard Specifications for Road, Bridge, and Municipal Construction, and Standard Plans (M21-01) for Road, Bridge and Municipal Construction and the Washington State Department of Transportation Construction Manual.

## **SECTION 5. ASSIGNMENT.**

Neither Party to this Agreement shall have the right to convey, assign, apportion or otherwise transfer any and all of its rights, obligations, conditions and interests under this Agreement, without the prior written approval of the other.

## **SECTION 6. LEGAL RELATIONS.**

A. Independent Governments. The Parties hereto are independent governmental entities, and nothing herein shall be construed to limit the powers, authority or discretion of the governing bodies of each. Moreover, nothing herein contained shall be construed as creating a partnership or joint venture or the relationships of employer and employee, or principal and agent between the Parties. Sumner shall retain all authority for rendition of services, permitting requirements, standards of performance, control of personnel, and other matters incident to performance of this Agreement by Sumner.

B. Third Party Beneficiaries. It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and, other than the benefit to the public provided by completion of the Project, gives no right or cause of action to any other party. No joint venture or partnership is formed as a result of this Agreement.

## **SECTION 7. DURATION AND TERMINATION**

This Agreement is effective upon execution by both Parties and will automatically terminate when the terms of this Agreement are complete or upon mutual consent by the Parties.

## **SECTION 8. INDEMNIFICATION AND DEFENSE**

Sumner shall defend, indemnify and save harmless Auburn, its officers, employees, agents and assigns from any and all costs, claims, judgments, or awards of damages resulting or allegedly resulting from the acts or omissions of Sumner, its officers, employees, agents or assigns associated with this Agreement.

Sumner specifically assumes liability for actions brought by its own employees against Auburn and for that purpose Sumner specifically waives, as respects to Auburn only, any immunity under the Worker's Compensation Act, RCW Title 51. The parties acknowledge that this waiver was the subject of mutual negotiation.

## **SECTION 9. INSURANCE**

Sumner shall maintain in full force throughout the duration of this Agreement membership in a municipal self-insurance pool, including evidence of limits of coverages, exclusions, and limits of liability satisfactory to Auburn.

## **SECTION 10. WAIVER**

No waiver by either of the Parties to this Agreement of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or any subsequent breach, whether of the same or a different provision of this Agreement.

## **SECTION 11. ENTIRE AGREEMENT**

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements between the Parties shall be effective for any purpose.

## **SECTION 12. AMENDMENT**

Provisions within this Agreement may be amended with the mutual consent of the Parties hereto. No waiver, additions to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both Parties.

**SECTION 13. SEVERABILITY**

If any one or more of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

**SECTION 14. FILING**

Copies of this Agreement shall be filed with the Pierce County Auditor after execution of the Agreement by both Parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF SUMNER**

**CITY OF AUBURN**

By: \_\_\_\_\_  
Kathy Hayden, Mayor

By: \_\_\_\_\_  
Nancy Backus, Mayor

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Andrea Marquez  
SUMNER CITY ATTORNEY

\_\_\_\_\_  
Jason Whalen  
AUBURN CITY ATTORNEY