RESOLUTION NO. 2026-4

A Resolution of the Pierce County Flood Control Zone District Relating to District Flood and Stormwater Projects and Approving an Interlocal Agreement Between the District and the City of Sumner for District Funded Projects.

Whereas, the City of Sumner's long-term vision for addressing the flooding and habit challenges of the Lower White River includes four projects on the Lower Green River; and

Whereas, Resolution No. 2025-5, approved by the Pierce County Flood Control Zone District (District) on October 8, 2025, approved funding to be expended in 2026 for four projects in the City of Sumner including the Lower White River, RM 2.5-4.2, 24th Street project (SUM-1), the Sumner Pointbar (SUM-2), the Stewart Street Setback (SUM-3), and the Stewart Road Bridge (SUM-4); and

Whereas, Resolution No. 2025-5 authorized construction funding for SUM-1 and SUM-4 and land acquisition funding for SUM-2 and SUM-3; and

Whereas, the District and the City are authorized to enter into this Agreement pursuant to RCW 39.34.080 and RCW 86.15.080(11); **Now, therefore,**

BE IT RESOLVED by the Board of Supervisors of the Pierce County Flood Control Zone District:

Section 1. The Board of Supervisors approves the "Interlocal Agreement Between the Pierce County Flood Control Zone District and the City of Sumner" attached as Exhibit A to this resolution for District Funded Projects.

ADOPTED this 8th **day of** April**, 2026.**

ATTEST:

PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT
Pierce County, Washington

Brenna Price
Clerk of the Board

Dave Morell
Flood Control Zone District Chair

INTERLOCAL AGREEMENT BETWEEN THE PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT AND THE CITY OF SUMNER FOR FOR DISTRICT GRANT FUNDED PROJECTS

THIS INTERLOCAL AGREEMENT FOR PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT GRANT FUNDED PROJECTS ("Agreement") is made and entered into by and between the City of Sumner, a Washington municipal corporation, hereinafter referred to as the "Grantee," and the Pierce County Flood Control Zone District, a Washington quasi-municipal corporation, hereinafter referred to as the "District." The District and the Grantee are individually a "Party" and collectively the "Parties." This Agreement shall be effective upon execution by the Grantee and the District.

RECITALS

A. The District's Board of Supervisors has adopted Resolution No. 2025-5, the District's 2026 budget resolution, which lists the included Capital Improvement Projects that will be funded by the District in 2026.

B. Through a competitive process, the Grantee was awarded up to $9.5 million dollars for four projects in the City of Sumner, identified in the 2026 Budget Resolution and further identified and described in **Attachment A**, attached and incorporated herein.

C. The District desires to provide funding for the Projects consistent with the 2026 Budget Resolution and the terms and conditions of this Agreement.

D. Pursuant to Chapter 39.34 RCW and RCW 86.15.080, the Parties desire to enter into this Agreement to establish the terms and conditions of District providing grant funding for the Projects.

AGREEMENT

In furtherance of the foregoing and in consideration of the following terms and conditions, the Parties agree as follows:

1. Definitions. In this Agreement, the following terms shall have the following meanings.

1.1 "Board" means the Board of Supervisors of the District.

1.2 "District Administrator" means the Director of the Pierce County Public Works and Utilities Department, or designee.

1.3 "Funds" shall mean the funds authorized for payment by the District to the Grantee for expenditures on the Projects, as set forth in the 2026 Budget Resolution and any subsequent budget resolutions or resolutions approving modifications to funds authorized or authorizing additional funds for the Projects.

1.4 "Projects" collectively means the Lower White River – RM 2.5-4.2 (24th Street) project (SUM-1); the Lower White River – Sumner Pointbar project (SUM-2); Lower White River -Stewart Setback project (SUM-3); and the Lower White River – Stewart Road Bridge project (SUM-4), all as further identified and described in **Attachment A**, and as listed in 2026 Budget Resolution.

1.5 "Project" shall mean any individual project included within the defined term **"Projects."** References in this Agreement to a "Project" mean one of the Projects, as the context requires.

1.6 "2026 Budget Resolution" means District Resolution No. 2025-5.

2. Term of Agreement—Termination of Agreement—Survival of Agreement.

2.1 This Agreement shall be effective upon execution by both Parties and shall remain in effect until the earliest of the following: (a) termination pursuant to Section 2.2, (b) termination pursuant to Section 2.3, or (c) termination for particular Projects for lack of funding authorization pursuant to Section 8.

2.2 Either Party may terminate this Agreement for cause by providing written notice of termination to the other Party. Notice by the Grantee shall be provided to the District Administrator, and notice by the District shall be provided to the Public Works Director of the Grantee. For purposes of this section, "For Cause" shall be limited to the following causes: (1) material breach by either party that is not cured within fourteen (14) days of written notice specifying the breach in reasonable detail; (2) misuse of funds that is inconsistent with the approved budget, scope of work of any Project or in violation of applicable law and not cured or refunded within fourteen (14) days of written notice specifying the misuse in reasonable detail; (3) failure to perform any material deliverable and such failure is not cured within fourteen (14) days of written notice specifying the failure in reasonable detail; (4) legal or regulatory non-compliance by either Party who becomes subject to any investigation, enforcement action or legal proceeding that materially impairs its ability to perform its obligations under this agreement; or (5) insolvency by either Party involving all or substantially all of the Party's assets. For causes (1), (2), or (3) that cannot reasonably be cured within fourteen (14) days, Grantee shall, within that fourteen (14) day period, commence actions reasonably calculated to cure the cause and thereafter diligently pursue such cure to completion; provided, however, that the cause must be fully cured within sixty (60) days after Grantee's receipt of the notice of termination. .

2.3 This Agreement may be terminated without notice upon mutual written agreement of the Parties

2.4 Any provision of this Agreement that, by its nature, is intended to continue after termination shall survive termination and remain in effect, including without limitation Sections 10, 11, and 12.

2.5 The Parties agree that the Interlocal Agreement Between the Pierce County Flood Control Zone District and the City of Sumner for District Funded Project (Finding Only), executed Grantee on November 6, 2018, and the District on December 19, 2018, is hereby terminated and replaced by this Agreement.

3. Design, Procurement, and Construction—Permits and Approvals—Submission of Documents. The Grantee shall design, procure, and construct the Projects in compliance with all applicable laws, rules, and regulations, and shall obtain and be responsible for all approvals and permits for the Projects. Prior to bidding of each of the Projects, the Grantee shall submit copies of the bid documents, drawings, plans, and specifications for that Project to the District Administrator. Failure to timely submit the required documents for a Project shall not invalidate the bidding of that Project, but shall be a material breach of this Agreement under Section 2.2 and a basis for withholding Funds under Section 7.

4. Project Work and Funding Sources. The descriptions and schedules for the Projects are stated in **Attachment A**. When requested by the District Administrator, the Grantee shall submit further descriptions of the work and schedule information for the Projects, a description of the funding sources for the Projects, and a schedule of the expected receipt of all funds for the Projects.

5. Payment and Use of Funds. The District shall pay Funds to the Grantee only for Projects-related expenses that are consistent with the "Scope of Work for the FCZD Allocation" in **Attachment A**. The District will make payments pursuant to a procedure and schedule developed by the District Administrator, with reasonable requests by the Grantee considered.

6. Funding Limitation. The Parties acknowledge and agree that the District is only responsible up to the amount the District awarded Grantee for each Project. The financial obligations of the District pursuant to this Agreement are limited to payment of the Funds pursuant to this Agreement for each of the Projects. The Funds were awarded based on the estimated cost of the Projects, and the District shall not be responsible or liable for any Project-related expenses or costs in excess of the Funds authorized for a Project, regardless of whether the actual cost of that Project is greater than its estimated cost.

7. Withholding or Denial of Funds. The District reserves the right to withhold or deny payment of Funds for failure of the Grantee to comply with this Agreement, failure of any of the Projects to meet the descriptions and schedules

in **Attachment A** or in the further descriptions and schedules provided pursuant to Section 4, or failure of any of the Projects to conform substantially to the bid documents, drawings, plans, and specifications.. Should any identified failure be remedied by Grantee, District will then release the withheld or denied Funds, subject to the terms of this Agreement including without limitation Section 8.

8. Multi-Year Projects—Funding Duration—Automatic Termination. The Projects are intended to be constructed or completed in two or more budget years; however, the District's obligation to provide Funds for any subsequent budget year is conditioned upon appropriation of Funds by the District for that subsequent budget year. If the District appropriates Funds for subsequent budget years, the appropriated Funds and associated scopes of work will be added to this Agreement through an amendment. If the District approves Funds for a Project in one budget year but fails to approve Funds for that Project in a subsequent budget year, (a) this Agreement shall remain in force for the Project only until the District has paid all Funds appropriated for the Project in the previous budget year (to the extent Grantee submits for reimbursement by March 31 of the subsequent year), and (b) this Agreement shall remain in force for all other Projects that have received an appropriation of Funds for the subsequent budget year. This Agreement shall terminate in full automatically on March 31 of the first budget year in which the District has not authorized any Funds for the Projects.

9. Project-Related Expenses—Reimbursement. The District's budget year ends December 31 of the designated calendar year. In order to be eligible for reimbursement, Project-related expenses must be incurred during a budget year for which the District has appropriated Funds, and Grantee must request reimbursement for the expenses no later than March 31 of the following budget year. The Grantee may, however, submit to the Board, no later than December 1 of a budget year, a written request for an extension of one year in order to incur the expenses of that current budget year, which the District will consider in its sole discretion

10. Reports—Records Retention—Inspections and Audit.

10.1 The Grantee shall prepare and file written reports describing its request for, and expenditure of, the Funds no less than quarterly, or more frequently, as reasonably required by the District Administrator. The Grantee shall prepare and file a final report after final distribution of Funds for each Project, using the progress report form provided by the District Administrator. The Grantee will make a brief presentation to the Board at a regularly scheduled meeting each year this Agreement is in effect.

10.2 The Grantee shall retain all records and documents relating to the Funds for a minimum of seven (7) years after final payment of Funds by the

District, unless required by law to be retained for a longer period, in which case the longer period shall apply.

10.3 Upon reasonable notice, the Grantee shall make all records and documents relating to the expenditure and application of the Funds available to the District Administrator for inspection, review, and audit.

10.4 Following an audit of the payment of the Funds, the Grantee shall repay to the District all amounts that the District determines were improperly paid to the Grantee, to the extent those payments are found by the District to have been caused by the negligent or intentional acts of the Grantee, its officers, officials, employees, agents, contractors, volunteers, or assigns.

11. Ownership and Maintenance. The Parties agree that the Grantee is solely responsible for the acquisition, design and construction of the Projects. This District shall not own the Projects, and shall have no obligation or responsibility for the acquisition, design, construction, operation, or maintenance of the Projects.

12. Hold Harmless and Indemnification.

12.1 To the maximum extent permitted by law, each Party shall defend, indemnify and hold harmless the other Party, and all of its officers, officials, employees, agents, contractors and volunteers, from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from any negligent acts, errors, omissions of the indemnifying Party and its officers, officials, employees, agents, contractors and volunteers in performing obligations under this Agreement or in implementing the Projects. However, if any such injuries and damages to persons or property are caused by or result from the concurrent negligence of the District or its officers, officials, employees, agents, contractors and volunteers, and the Grantee or its officers, officials, employees, agents, contractors and volunteers, each Party's obligation hereunder applies only to the extent of the negligence of such Party or its officers, officials, employees, agents, contractors, or volunteers.

12.2 The foregoing indemnity is specifically and expressly intended to constitute a waiver of each Party's immunity under industrial insurance, Title 51 RCW, as respects the other Party only, and only to the extent necessary to provide the indemnified Party with a full and complete indemnity of claims made by the indemnitor's employees. This waiver has been mutually negotiated by the Parties.

13. Amendment. This Agreement may be modified by written instrument approved by the Grantee's governing body and the Board and signed by the authorized representatives of the Parties.

14. Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provision of this Agreement. No waiver shall be effective unless made in writing.

15. No Third Party Rights. Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care with reference to any third party.

16. Entirety. This Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated are excluded. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties relating to the Projects and constitutes the entire agreement between the Parties.

17. Counterparts. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated document.

18. Governing Law; Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a dispute, such dispute shall be litigated only in the Superior Court of Pierce County, Washington.

19. Severability. The invalidity or unenforceability of any provision in this Agreement shall not affect the validity or enforceability of any other provisions that can be given effect without the offending provision.

20. Administration. This Agreement will be jointly administered by the Grantee and the District. This Agreement does not create any separate legal or administrative entity. The District Administrator and the Public Works Director for Grantee, respectively, shall receive and give all notices, approvals, reports and documents under this Agreement.

21. Financing; Budget. This Agreement does not contemplate joint financing of the activities within its scope, nor does it contemplate a joint budget.

22. Property Acquisition and Disposition. This Agreement does not contemplate the joint acquisition of property by the parties. At termination, each party will remain the sole owner of its own property.

23. Recording. In accordance with RCW 38.34.040, this Agreement shall be filed with the Pierce County Auditor or listed on the web sites of the Parties prior to its effective date.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have signed their names in the spaces below:

GRANTEE:
CITY OF SUMNER

_____
Name: _____
Title: _____

Date: _____

Attested to:

_____
[name/title]

Date: _____

PIERCE COUNTY FLOOD CONTROL ZONE DISTRICT:

_____
Name: _____
Title: _____

Date: _____

Attested to:

_____
[name/title]

Date: _____

Approved as to Form:

_____
Attorney

Scope of Work for the City of Sumner's Four Projects Receiving FCZD Capital Improvement Plan Allocation.

Project ID Number: SUM-1

Project Name on the FCZD Submission: Lower White River, RM 2.5-4.2 (24th Street)

Project Name on the FZCD Approved Budget (Resolution 2025-5): Lower White River, RM 2.5-4.2 (24th Street)

Jurisdiction: City of Sumner

FCZD 2026 Allocation: $547,570 for Land Acquisition, $5,000,000 for 2026 Construction.

Budget: The total project cost is $52,681,585.19. Construction costs are estimated at $16.2 million.

Location: The Left Bank of the White River between River Mile 2.5 and 4.2.

Schedule: The City of Sumner is expected to do construction between 2026 – 2028.

Total Project Description:
This Lower White River project reduces flood risk in the Sumner Pacific Manufacturing Industrial Center while also restoring critical salmon habitat. The project will connect over 200 acres of floodplain to the river and add 2 miles of in-water habitat for salmon. Critical regional trail and utility infrastructure is also being relocated outside of the floodplain, including Power, Gas, Water, and Sewer. This funding request will help pay for earthwork, large wood installation, trail relocation, and PSE Power relocation.

Scope of Work for the FCZD Allocation:
The FCZD allocation will be spent on earthwork (channel/floodplain grading, forested berm construction, and channel connections), large wood installation (approximately 130 structures total), trail relocation (approximately 2.5 miles), and PSE Power relocation (movement of transmission and distribution lines out of the floodplain).

Acquisiton funds will be used to purchase land which is adjacent to in-river large wood structures, allowing for easier short term construction access versus a temporary bridge over the river. In addition, acquisition will allow land access for future maintenance to both existing flood infrastructure and new log structures.

Assumptions:
- City of Sumner is responsible for all permitting and regulatory obligations for the project.
- City of Sumner will follow procurement requirements for public funding.
- Progress reports will be provided no less than quarterly.

Deliverables:
- The reimbursement request will include documentation for the contractor's time, equipment, and materials.
- Quarterly Progress reports

- Once the FCZD's allocation has been expended, submit a final report that includes a written description of work completed with FCZD funds, photos, as-builts, and a final reimbursement request.

Project ID Number: SUM-2

Project Name on the FZCD Submission: Lower White River - Sumner Pointbar RM 3.9-4.5 RB

Project Name on the FZCD Approved Budget (Resolution 2025-5): Lower White River - Sumner Pointbar

Jurisdiction: City of Sumner

FCZD 2026 Allocation: $100,000 for Land Acquision, $242,450 for Planning/Design

Budget: The total project cost is $44,730,216.50. Acquisition costs are estimated at $18,481,850.00

Location: North of 16th St E in Sumner, on the right bank of the White River between RM 3.9 - 4.5.

Schedule: Acquisition in 2026.

Total Project Description: The project will reconnect 25 acres of floodplain to the White River, construct a floodwall along 16th Street, and create 1/4 mile of new in-water habitat. The floodplain is being lowered to reconnect and to increase floodplain capacity. The floodwall will block the flow path into the manufacturing industrial center, pushing more water into the downstream 24th street project. The new habitat will provide rearing for ESA-listed salmon. The property acquired for the project will relocate businesses/residents from the floodplain.

Scope of Work for the FCZD Allocation: FCZD funds will be spent to acquire one property, including paying for right-of-way agent negotiations, title reports, document preparation (Boundary Line Adjustments, etc.), and property clean-up post-acquisition.

Assumptions:

- City of Sumner is responsible for all permitting and regulatory obligations for the project.
- City of Sumner will follow procurement requirements for public funding.
- Progress reports will be provided no less than quarterly.

Deliverables:

- The reimbursement request will include documentation for the contractor's time, equipment, and materials.
- Quarterly Progress reports
- Once the FCZD's allocation has been expended, submit a final report that includes a written description of work completed with FCZD funds, photos, as-builts, and a final reimbursement request.

Project ID Number: SUM-3

Project Name on the FZCD Submission: Lower White River - Stewart Setback RM 4.4-4.9

Project Name on the FZCD Approved Budget (Resolution 2025-5): Lower White River - Stewart Setback

Jurisdiction: City of Sumner

FCZD 2026 Allocation: $3,000,000 for 2026 for Land Acquisition, $270,000 for Planning/Design

Budget: The total project cost is $14,770,000. Acquisition costs are estimated at $2,900,000.

Location: Left bank of the White River, south of the Stewart Road Bridge from RM 4.9-4.4.

Schedule: Acquisition in 2026.

Total Project Description: The portions of property within the shoreline buffer will be acquired along the left bank of the White River. Once acquired, the existing levee and revetment will be removed, and a floodwall will be installed back ~200 feet. The floodplain will be lowered and reconnected, increasing channel storage and connecting the floodplain underneath the Stewart Road Bridge to the Countyline setback. This project will increase channel capacity and take pressure off the opposing bank, which has experienced erosion. The immediate grant request will help to acquire the property and complete the design.

Scope of Work for the FCZD Allocation: FCZD funds will be spent to acquire three properties, including paying for right-of-way agent negotiations, title reports, document preparation (Boundary Line Adjustments, etc.), and property clean-up post-acquisition.

Assumptions:

- City of Sumner is responsible for all permitting and regulatory obligations for the project.
- City of Sumner will follow procurement requirements for public funding.
- Progress reports will be provided no less than quarterly.

Deliverables:

- The reimbursement request will include documentation for the contractor's time, equipment, and materials.
- Quarterly Progress reports
- Once the FCZD's allocation has been expended, submit a final report that includes a written description of work completed with FCZD funds, photos, as-builts, and a final reimbursement request.

Attachment A to FCZD Board of Supervisors Resolution No. 2026-4 Exhibit A

Project ID Number: SUM-4

Project Name on the FZCD Submission: Lower White River - Stewart Road Bridge RM 5.0

Project Name on the FZCD Approved Budget (Resolution 2025-5): Lower White River - Stewart Road Bridge

Jurisdiction: City of Sumner

FCZD 2026 Allocation: $2,500,000 for 2026 for Construction.

Budget: The total project cost is $41,445,027. Construction costs are estimated at $37,319,576.

Location: Stewart Road between Butte Avenue and 140th Ave Ct E.

Schedule: The City of Sumner is expected to do construction between 2026 – 2028.

Total Project Description: The project removes the existing 2-lane "bottleneck" bridge and replaces it with a new 4-lane bridge with a shared-use path over the White River that is compatible with the roadway sections on either side of the river. The new structure and associated utilities will be up to 16 feet higher than the existing bridge to account for the 100-year flooding event with expected future sediment aggradation. The new structure is significantly longer to reduce the existing river channel constriction, allowing the river more channel area to meander more naturally and eliminating the "chokepoint" created by the existing structure. The design also incorporates flexibility for future floodplain expansion and channel migration by constructing abutments that allow for conversion to piers, and adding bridge spans to further lengthen the bridge if future projects further expand the floodplain.

Both the lengthening and raising of the structure will increase channel capacity and reduce flood risk to the City and upriver communities while increasing floodplain connectivity between the Countyline Setback and future Butte Pit projects immediately upstream and the downstream Lower White River Flood Protection projects.

While the project has already received significant grant funding, none of the received grants have been specific to the project's habitat and floodplain benefits.

Scope of Work for the FCZD Allocation: The FCZD allocation will be spent on the construction of the new bridge structure, roadway, and water/sewer utilities to bring them above the 100-year flood elevation. The funding will also support construction management costs.

Assumptions:

- City of Sumner is responsible for all permitting and regulatory obligations for the project.
- City of Sumner will follow procurement requirements for public funding.
- Progress reports will be provided no less than quarterly.

Deliverables:

- The reimbursement request will include documentation for the contractor's time, equipment, and materials.

- Quarterly Progress reports
- Once the FCZD's allocation has been expended, submit a final report that includes a written description of work completed with FCZD funds, photos, as-builts, and a final reimbursement request.