## **RESOLUTION NO. 1789**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING THE CITY MANAGER TO EXECUTE A SUPPLEMENT TO THE AGREEMENT WITH PIERCE COUNTY REGARDNG MAINTENANCE OF THE MILROY BRIDGE

WHEREAS, the George Milroy Bridge over the Puyallup River at 66th Avenue East was built in 1931. City of Fife acquired half of the Milroy Bridge when it annexed the area south of the Union Pacific Railroad, between 54th and 70th Avenues East, in the mid-1990; and

WHEREAS, Fife's southern boundary follows the center of the river, so the north half of the bridge is in Fife while the south half is in unincorporated Pierce County; and

WHEREAS, Pierce County is lead agency for the maintenance and operation of the bridge, in accordance with agreements between Pierce County and the City of Fife dated 1998 and 2010; and

WHEREAS, the 2010 agreement is set to expire at the end of 2017; and

WHEREAS, the attached supplement to the 2010 agreement extends the duration of the 2010 agreement to the end of 2019 with two consecutive automatic 2-year renewals with no other changes to the agreement; now therefore

BE IT RESOLVED that the Fife City Council hereby authorizes the City Manager to execute on behalf of the City the Supplement to 2010 Memorandum of Agreement for Maintenance, Repair, Removal or Replacement of Puyallup River Bridge #18204-A, 66th Ave East (Milroy Bridge), attached hereto as Exhibit A.

ADOPTED by the City Council at an open public meeting held on the 24th day of October, 2017.

Kim Roscoe, Mayor

Attest:

Angela Woods, City Clerk

## SUPPLEMENT TO MEMORANDUM OF AGREEMENT BETWEEEN PIERCE COUNTY AND CITY OF FIFE REGARDING MAINTENANCE, REPAIR, REMOVAL OR REPLACEMENT OF PUYALLUP RIVER BRIDGE #18204-A, $66^{\mathrm{TH}}$ AV EAST (MILROY BRIDGE)

THIS AGREEMENT is entered into this day by and between PIERCE COUNTY, a political subdivision of the State of Washington (herein referred to as "COUNTY") and the undersigned, CITY OF FIFE, a municipal subdivision of the State of Washington (herein referred to as "CITY").

WHEREAS, Contract #09-77376 executed on the 6th day of May, 2010, between the COUNTY and CITY, is set to expire on December 31, 2017.

WHEREAS, County Road Project (CRP) 5498, Canyon RD E-NEXT/BR#19204-H/52 ST E/70 AV E, includes construction of a new bridge across the Puyallup River and removal of the existing Bridge #18204-A, known as the Milroy Bridge.

WHEREAS, CRP 5498 is not currently fully funded and will not reach construction for several years, therefore maintenance of the Milroy Bridge will need to continue.

WHEREAS, the COUNTY and CITY would like to continue the terms and conditions of Contract #09-77376.

WHEREAS, the CITY and the COUNTY have agreed that the COUNTY will continue the maintenance and repair responsibilities for the structure, with the CITY contributing toward the cost of such activities.

WHEREAS, for identification purposes the Puyallup River Bridge #18204-A is a steel truss bridge that connects River Road East and North Levee Road East at 66 Avenue East. It is located in Section 18, Township 20, Range 4 East Willamette Meridian.

WHEREAS, the CITY has assumed ownership of that half of the Puyallup River Bridge #18204-A that is included within the CMC Heartland Annexation and the COUNTY has retained ownership of the remaining portion of the bridge.

WHEREAS, this agreement shall not be construed as a limitation on the COUNTY'S authority with regards to those portions of the Puyallup River Bridge #18204-A that are not within the CMC Heartland Annexation Area.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the COUNTY and the CITY as follows

SECTION 1. PURPOSE. The purpose of this Supplemental Agreement is to renew the terms and the rights, duties and responsibilities of the parties with regards to the repair and maintenance of the Puyallup River Bridge #18204-A and any costs associated with this work per the original Contract #09-77376, Section 6 of Contract #09-77376 is replaced with the following Section 2. All other Sections remain intact.

<u>SECTION 2.</u> **DURATION**. This Supplemental Agreement shall remain in full force and effect upon the date that the last signature is affixed hereto until midnight December 31, 2019 and will automatically be renewed for 2 consecutive 2 year terms unless either party or both give(s) written 6 months advance notice to the other party of intent not to renew the contract.

If during the initial term and any extensions thereto, the COUNTY'S portion of the Puyallup River Bridge #18204-A is annexed into a city, this agreement shall terminate and the COUNTY'S responsibilities shall cease. Further, if during the term of this agreement, Puyallup River Bridge #18204-A is replaced, and ownership has not changed, this agreement will terminate and the parties will enter into negotiations with the goal of reaching a new agreement regarding maintenance responsibilities for the new bridge.

In the event this agreement is not renewed, the parties agree to develop a transition plan which will govern the timing and process of transfer of responsibility of delivery of service from the COUNTY to the CITY or to another service provider. Issues dealt with in the transition plan shall include, but are not limited to, determining the exact time at which the responsibility for on-call after-hour services transfers from the COUNTY to the new service provider. The transition plan will be developed by the CITY and COUNTY liaisons and will be ready for implementation prior to the date of termination.

	WHERE OF, the parties h, 2017.	have caused this supplemental Agreement t	o be executed
CITY OF FIFE		PIERCE COUNTY	
City Manager	Date	Department Director	Date
Attest	Date	Deputy Prosecuting Attorne	y Date
City Clerk	Date	Finance	Date
City Attorney	Date	Risk Manager	Date