

SUPPLEMENT TO MEMORANDUM OF AGREEMENT BETWEEN
PIERCE COUNTY AND CITY OF FIFE REGARDING MAINTENANCE,
REPAIR, REMOVAL OR REPLACEMENT OF PUYALLUP RIVER BRIDGE #18204-A,
66TH 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 – N EXT / 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.

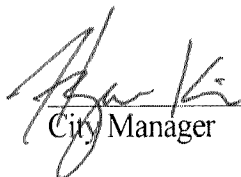
SECTION 2. DURATION. This Supplemental Agreement shall remain in full force and effect upon the date that the last signature is affixed hereto until midnight December 31, 2019 and will automatically be renewed for 2 consecutive 2 year terms unless either party or both give(s) written 6 months advance 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.

IN WITNESS WHERE OF, the parties have caused this supplemental Agreement to be executed on this 5th day of January, 2018.

CITY OF FIFE



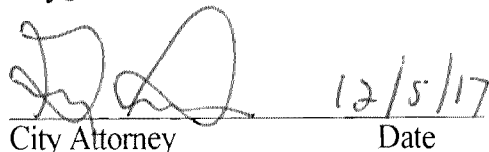
City Manager 12/4/2017
Date



Attest 12/4/17
Date

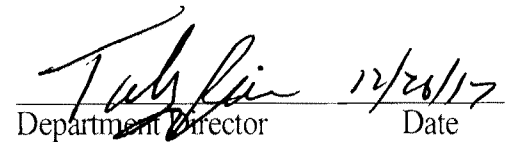


City Clerk 12/4/17
Date

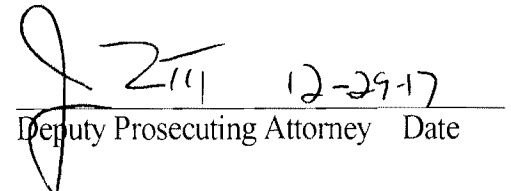


City Attorney 12/5/17
Date

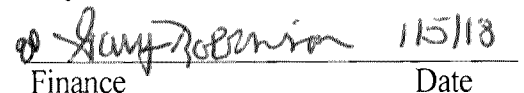
PIERCE COUNTY



Department Director 12/28/17
Date



Deputy Prosecuting Attorney 12-29-17
Date



Finance 1/5/18
Date

Risk Manager Date