

**FIRST AMENDMENT TO
MEMORANDUM OF AGREEMENT NO. CC-90689
BETWEEN PIERCE COUNTY AND THE CITY OF FIFE
FOR TRAFFIC MAINTENANCE & OPERATION SERVICES**

THIS FIRST AMENDMENT to Agreement No. CC-90689 is made and entered into by and between **Pierce County**, a political subdivision of the State of Washington, herein referred to as "**COUNTY**" and the **City of Fife**, herein referred to as the "**CITY**".

WHEREAS, the parties hereto have previously entered into Agreement No. CC-90689 dated March 14, 2013 (the "Agreement") for the Traffic Maintenance & Operation Services; and

WHEREAS, the parties desire to execute the first amendment to the Agreement to automatically renew on January 1st of each year for an additional one year term, and retain a per calendar year maximum payment;

NOW, THEREFORE, in consideration of the mutual benefits and advantages to be derived by each of the parties,

IT IS HEREBY AGREED as follows:

1. Section 2 of the Agreement is hereby amended to read as follows:

SECTION 2. COUNTY'S RESPONSIBILITY. The COUNTY will perform the following services for the CITY under the direction and control of the CITY during the term of this Agreement:

Traffic maintenance and operations services, including but not limited to, traffic signals, street lighting, traffic signs, roadway striping, raised pavement markers, and minor engineering projects.

The scope and specific locations of any work requested shall be identified under the direction of the CITY. The CITY shall provide the COUNTY with a list of work for each year of the Agreement.

2. Section 3 of the Agreement is hereby amended to read as follows:

SECTION 3. CITY'S RESPONSIBILITY. The CITY agrees to pay up to **\$27,000** per calendar year for the above described work or services completed during such calendar year. The CITY certifies that it has sufficient budgeted funds available to cover the costs of the requested work or services, and agrees to make payment to the COUNTY.

3. Section 5 of the Agreement is hereby amended to read as follows:

SECTION 5. TERM. This amended agreement shall be effective as of the date of execution and shall automatically renew on January 1st of each year for an additional one-year term, provided either party may terminate this Agreement at the end of any one-year term by giving the other party written notice of termination at least 30 days prior to the end of the term.

4. ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT, AND ALL SUPPLEMENTS, MODIFICATIONS AND AMENDMENTS THERETO SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, such parties acting by their representatives being there unto duly authorized.

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PIERCE COUNTY CONTRACT SIGNATURE PAGE

CONTRACT NAME: Traffic Maintenance & Operation Services Agreement No. CC-90689-
Amendment # 1

IN WITNESS WHEREOF, the parties have executed this Agreement this 26th day of
August, 2016.

CITY




City Manager Date 7/16/16

Mailing Address:

3725 Pacific Highway East
Fife, WA 98424

Phone: (253)-255-5340
Contact Person: Mike Porterfield

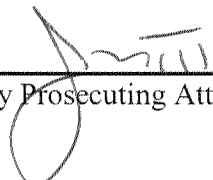
APPROVED AS TO FORM:



City Attorney


PIERCE COUNTY

Approved as to legal form only:



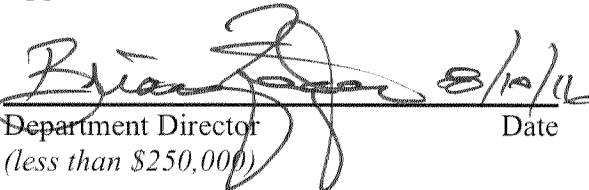
Deputy Prosecuting Attorney Date 8-9-16

Recommended:



Budget and Finance Date 8/26/16

Approved:



Department Director Date 8/19/16
(less than \$250,000)

n/a

County Executive Date
(\$250,000 or more)