

RESOLUTION NO. 1724

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING AND AMENDMENT TO THE MEMORANDUM OF AGREEMENT WITH PIERCE COUNTY REGARDING TRAFFIC MAINTENANCE AND OPERATIONS SERVICES

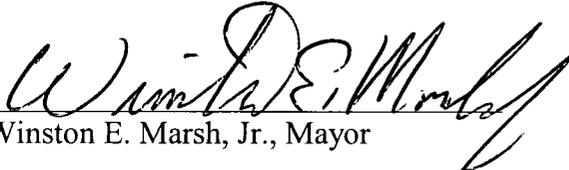
WHEREAS, in 2013 the City entered into a Memorandum of Agreement with Pierce County Regarding Traffic Maintenance & Operations Services for the years 2013-2015; and

WHEREAS, the services provided by the County under the MOU consisted of 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; and

WHEREAS, the parties desire to amend the MOU to allow it to automatically renew for annual terms unless terminated by either party; now therefore,

BE IT RESOLVED that the City Manager is authorized and directed to execute on behalf of the City, the First Amendment to Interlocal Agreement No. CC-90689 between Pierce County and the City of Fife for Traffic Maintenance & Operation Services, substantially in the form attached hereto as Exhibit A. The City Manager is further authorized to make none substantive changes to the amendment before execution upon approval of the city attorney as to form.

ADOPTED by the City Council at an open public meeting held on the 28th day of June, 2016.


Winston E. Marsh, Jr., Mayor

Attest:


Carol Etgen, City Clerk

**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 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 the \$27,000 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 has agreed 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 agreement shall be effective as of January 1, 2013 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.

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 _____ day of
_____.

CITY

PIERCE COUNTY

Director Date

Approved as to legal form only:

Mailing Address:

Deputy Prosecuting Attorney Date

3725 Pacific Highway East
Fife, WA 98424

Recommended:

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

Budget and Finance Date

Approved:

Department Director Date
(less than \$250,000)

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