

**FIRST AMENDMENT TO THE REVISED INTERLOCAL AGREEMENT BETWEEN
PIERCE COUNTY AND THE CITY OF UNIVERSITY PLACE
REGARDING ROAD AND TRAFFIC MAINTENANCE SERVICES**

THIS FIRST AMENDMENT 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 UNIVERSITY PLACE, herein referred to as "City".

WHEREAS, on or about September 11, 1996 the parties hereto have previously entered into an Interlocal Agreement to Provide Road and Traffic Maintenance Services; and

WHEREAS, on or about June 5, 1997, the parties hereto executed the First Amendment to the September 11, 1996 Interlocal Agreement to modify the scope of services and associated unit prices to be provided by the County to the City; and

WHEREAS, on or about May 5, 1998, the parties hereto entered into a Revised Interlocal Agreement, herein known as "Revised Agreement", which superceded the September, 1996 agreement and June 1997 amendment, in an effort to clarify the responsibilities of both parties; and

WHEREAS, the parties hereto have agreed to further modify the pricing structure for services provided under the Revised Agreement to reflect only Force Account pricing; and

WHEREAS, the parties have also agreed that during the term of the Revised Agreement, should the City request in writing that the County perform additional services other than those identified in this First Amendment and any subsequent amendments, such additional services shall be charged on a force account basis, unless otherwise agreed to by the parties;

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. The revised description of road and traffic maintenance services to be provided by the County during the term of this Revised Agreement, as amended, are described in Exhibits "1" and "2" attached hereto and incorporated by this reference. Exhibits "1" and "2" are intended to replace both Exhibit "A" and "B" of the Revised Agreement. All services shall be billed on Force Account basis.

2. Other services identified in the future and requested in writing by the City liaison will be billed on a "force account" basis unless otherwise agreed to by the parties.

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

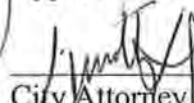
IN WITNESS WHERE OF, the parties have executed this Agreement with an effective date of January 1, 2001.

UNIVERSITY PLACE



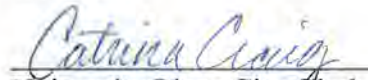
City Manager

Approved as to Form:



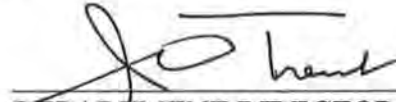
City Attorney

ATTEST:



University Place City Clerk

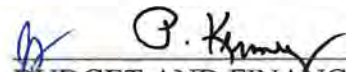
PIERCE COUNTY



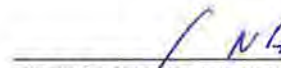
DEPARTMENT DIRECTOR 06.07.01
Date



DEP PROSECUTING ATTORNEY Date
(as to form only)



BUDGET AND FINANCE 6-13
Date



EXECUTIVE DIRECTOR NA
(if applicable) Date



COUNTY EXECUTIVE NA
(if over \$50,000) Date

EXHIBIT 1

FIRST AMENDMENT TO REVISED INTERLOCAL AGREEMENT (7905)
between Pierce County and City of University Place
Road Maintenance Services

<u>DESCRIPTION</u>	<u>FUNCTION</u>	<u>UNIT</u>	<u>PRICE</u>
HOT PATCHING	31B	TON	Force Account
CRACK SEALING	31C	GALLON	Force Account
CHIPSEALING	31F	MILE	Force Account
MECHANICALLY CLEAN CULVERTS	40H	EACH	Force Account
JET RODDING	40J	FEET	Force Account
PLOWING AND SANDING	66A	HOUR	Force Account
SANDING FOR SNOW AND ICE	66B	HOUR	Force Account
MISCELLANEOUS SNOW AND ICE	66X	HOUR	Force Account
MOWING WITH ROTARY BRUSH CUTTER	71B	SHOULDER MILE	Force Account
CHEMICAL VEGETATION CONTROL	71F	HOUR	Force Account
MISCELLANEOUS SERVICES	71J	HOUR	Force Account

EXHIBIT 2

FIRST AMENDMENT TO REVISED INTERLOCAL AGREEMENT (7905)
between Pierce County and City of University Place
Traffic Maintenance Services

<u>DESCRIPTION</u>	<u>FUNCTION</u>	<u>UNIT</u>	<u>PRICE</u>
CENTERLINE PAINT STRIPING	62J - new/black	MILE	Force Account
	64J - restripe	MILE	Force Account
LANE LINE PAINT STRIPING	62K - new/black	MILE	Force Account
	64K - restripe	MILE	Force Account
EDGE LINE PAINT STRIPING	62L - new/black	MILE	Force Account
	64L - restripe	MILE	Force Account
PAVEMENT MARKINGS	62G - new/black	UNIT	Force Account
	64G - repaint	UNIT	Force Account
ILLUMINATION CALLOUT	63C	EACH	Force Account
TRAFFIC SIGNAL PREVENTATIVE MAINT.	64R	EACH	Force Account
SIGNAL ELECTRONIC REPAIR	64N	LABOR HOUR	Force Account
SIGNAL RELAMP - ROUTINE	64T	EACH	Force Account
MISCELLANEOUS SERVICES	MISC	VARIOUS	Force Account

Note: Striping/Marking

- 64: Routine - repainting existing striping or marking
- 62: Work Order - painting new striping/markings
 - replacing striping/markings on resurfaced/black pavement
 - modifying existing striping/markings

**REVISED INTERLOCAL AGREEMENT BETWEEN
PIERCE COUNTY AND THE CITY OF UNIVERSITY PLACE
TO PROVIDE ROAD AND TRAFFIC MAINTENANCE
SERVICES**

THIS REVISED INTERLOCAL 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 **CITY OF UNIVERSITY PLACE**, a municipal corporation of the State of Washington (herein referred to as "City"), and is applicable to all properties located within the geographic area that constitutes the incorporated limits of the City.

WHEREAS, the City incorporated within an area which was previously unincorporated Pierce County; and

WHEREAS, on or about August 31, 1995, the parties hereto entered into a Interim Services Agreement whereby the County agreed to provide, among other services, road and traffic maintenance services to the City; and

WHEREAS, on or about September 11, 1996, the parties hereto entered into a Interlocal Agreement, for road and traffic maintenance services to be provided by the County to the City; and

WHEREAS, on or about June 5, 1997, the parties hereto executed the First Amendment to the September 11, 1996 Interlocal Agreement to modified the scope of services and associated unit prices to be provided by the County to the City; and

WHEREAS, in an effort to further clarify the responsibilities of both parties, the parties have agreed to enter into this Revised Interlocal Agreement which is intended to supersede and replace the September, 1996 agreement and the June, 1997 amendment;

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 agreement is to memorialize the agreement reached between the City and the County for the provision of road and traffic maintenance services by the County to the City and its residents.

RECEIVED
MAY 14 1998
Gravelly Lake

SECTION 2. COUNTY AND CITY COORDINATION. The County will identify specific liaisons for both road and traffic maintenance services to handle day-to-day operational activities related to providing the services described herein. The City will identify a liaison for the same purposes. The liaisons will also be responsible for determining a schedule for the reporting of actual work performed by the County on behalf of the City including the level of detail required for such reporting.

Prior to January 31, of each year within the term of this agreement, the County and the City liaisons will meet and develop a yearly work plan which will include a outline of the services to be performed by the County. Each task within the work plan will be approved by the City prior to performance of said work. These agreed upon work plans will be used as the basis of billing by the County.

SECTION 3. COUNTY RESPONSIBILITIES.

3.1 **County to Provide Road and Traffic Maintenance Services.** The County will provide certain road and traffic maintenance services which are shown in Exhibits "A" and "B", attached hereto and incorporated by this reference, within the incorporated area. Delivery of services will generally be consistent with County's adopted Maintenance and Quality policies and any subsequent amendments thereto. In the event the City requests and the County agrees to provide services not identified within Exhibits "A" and "B", the County will bill the City for those services utilizing the billing criteria in Section 5 of this agreement.

3.2 **County to Provide Certain Emergency Services.** Emergency services to protect public safety and/or property will be handled as the County and City liaisons deem necessary pursuant to Section 2, with the County, however, having final authority to decide such matters, unless it receives advance written instructions concerning emergency services from the City. Said instructions will constitute an act of the City for purposes of Section 7, "Indemnification and Defense".

Emergency services may include, but are not limited to, unusual weather conditions that necessitate snow and ice control, slide removal, repairing or preventing flood damage to roads and road rights-of-way. Should the County determine that certain emergency services is necessary, the City liaison will be informed within twenty four (24) hours of the performance of the emergency services.

The City will be responsible for disposal of any debris or material collected by the County from within the incorporated area in the performance of emergency services unless the City explicitly authorizes the cost of disposal to be included in the cost of providing the emergency service.

- 3.3 County to Furnish Personnel and Equipment. The County shall furnish all personnel and such resources and materials deemed by the County as necessary to provide the level of street and traffic services herein described.

In the event the County uses contract services to perform any of the services described herein for the City, the appropriate supervision and inspection of the contractor's work will be performed by the County.

SECTION 4. CITY RESPONSIBILITY. The City hereby confers the authority on the County to perform the roads and traffic maintenance services described herein within the City limits for the purposes of carrying out this agreement.

- 4.1 City to Process Certain Citizen Inquiries. The City shall be responsible for receiving and processing all daily citizen inquiries.
- 4.2 City to Assume Responsibility for Maintaining Computer Inventory of Signs Within City Limits. Beginning January 1, 1998, or sooner, as determined by the City, responsibility and authority for maintaining a computer inventory of traffic signs within the City and the inspection of those signs shall transfer to the City.
- 4.3 City Shall Inform County of the Installation of New and Modification of Existing Striping and Marking Installed Within the City. The City shall notify the County of the installation or modification of existing road striping and marking that is installed at the direction of the City.

SECTION 5. COMPENSATION AND BILLING PROCEDURE.

- 5.1 Costs. In consideration for the provision of services described herein, the City agrees to pay the County for the actual work completed based on monthly billings. For those services which are provided under the Force Account category, billing will be based on a labor, materials and equipment basis. Monthly billings will be calculated as indicated below.
- 5.1.1 The labor rate billed to the City shall be increased by thirty percent (30%) to account for administrative overhead. The rate of overhead includes Maintenance Administration costs and Department Administration costs. No supervision or maintenance office costs will be charged directly.
- 5.1.2 Equipment use will be charged to the City based upon the hours used times the Pierce County Equipment Services Division (ESD) rental rate. A five percent (5%) administrative charge will be assessed for processing.

5.1.3 Materials and supplies will be billed at cost plus a ten percent (10%) administrative processing fee. ESD inventory stocked items will be billed at the Pierce County ESD materials rate.

5.2 Billings. The costs of services as outlined will be billed no later than the thirtieth (30th) day of the month by the County based on services provided in the previous month. Payments by the City will be due within thirty days of receipt of the billing. Monthly payments that are not paid within the allotted time period shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one half of one percent (.5%) per month.

5.3 Future Billing Rates.

The billing rates for labor and equipment related to providing the Functions and services each year after 1998 shall be adjusted annually, effective January 1 of each year to reflect current costs. Increases in the costs that are the result of changes in regulatory requirements, or the expansion or modification of base services shall also be included in any increases to billing rates after 1998.

If, in the event of a renegotiation of fees, overhead, charges or services, the parties do not reach an agreement as to the modification by January 1 of effective year, the most recent billing terms and base service levels established under this agreement shall remain in full force and effect until a revised fee or level of service is determined by negotiation or arbitration. Once revised billing terms are agreed to by both parties, these terms shall be applied retroactively to January 1 of effective year and appropriate billing adjustment will be rendered by the County.

5.4 Emergency Services. The parties recognize that certain exceptional circumstances such as extreme weather conditions or other acts of God (for example rain, wind, snow or earthquake) may result in the City's need for emergency services. For those emergency services provided, billing for those services shall be under the Force Account category and be based on the cost of labor, materials and equipment utilized. The County will endeavor to obtain prior authorization from the City as outlined in this agreement and to keep a record of the time spent by crews and the monies expended. In the event the total cost of providing those services exceeds the maximum agreed upon compensation for a given year, the City agrees to compensate the County for the additional services.

SECTION 6. DURATION. This agreement shall remain in full force and effect upon the date that the last signature is affixed hereto until midnight December 31, 2000. Thereafter, the agreement shall be renewed automatically for one-year periods commencing January 1 and ending December 31 unless written notice of termination is served by a party. Any notice of termination must be served by June 1, in the year prior to termination, with termination to be effective on January 1, of the following calendar year.

In the event this agreement is not renewed or if Functions included herein are 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 any 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.

SECTION 7. INDEMNIFICATION AND DEFENSE. The County shall defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the County, its officers, employees, or agents associated with this agreement. In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

The City shall defend, indemnify and save harmless the County, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, resulting from the acts or omissions of the City, its officers, employees or agents associated with this agreement. In executing this agreement, the City does not assume liability or responsibility for or in any way release the County from any liability or responsibility which arises in whole or in part from the existence or effect of County ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such County ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the County shall defend the same at its sole expense and if judgment is entered or damages are awarded against the County, the City, or both, the County shall satisfy the same, including all chargeable costs and attorney's fees.

SECTION 8. NO THIRD-PARTY BENEFICIARY. The County does not intend by this agreement to assume any contractual obligations to anyone other than the City, and the City does not intend by this agreement to assume any contractual obligations to anyone other than the County. The County and the City do not intend that there be any third-party beneficiary to this agreement.

SECTION 9. INSURANCE COVERAGE. The City shall maintain at all times during the course of this agreement a general liability insurance policy or other comparable coverage with a self-insured retention of no more than \$500,000.00 and a policy limit of no less than \$5,000,000.00 dollars.

SECTION 10. NON-DISCRIMINATION. The County and the City certify that they are Equal Opportunity Employers.

SECTION 11. ASSIGNMENT. Neither the County nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

SECTION 12. NOTICE. Any formal notice or communication to be given by the County to the City under this agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

City of University Place
3715 Bridgeport Way West
University Place, Washington 98466

Attention: City Manager

Any formal notice or communication to be given by the City to the County under this agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

Pierce County
Pierce County Executive's Office
930 Tacoma Avenue South, Room 737
Tacoma, Washington 98402-2100

Attention: Executive Director of Operations

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either the City or the County giving notice thereof to the other as herein provided.

SECTION 13. COUNTY AS INDEPENDENT CONTRACTOR. County is, and shall at all time be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between City and County or any of the County's agents or employees. The County shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by County pursuant to this agreement.

Nothing in this agreement shall make any employee of the City a County employee or any employee of the County a City employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded County or City employees by virtue of their employment.

SECTION 14. WAIVER. No waiver by either party of any term or condition of this agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this agreement.

SECTION 15. ENTIRE AGREEMENT. This agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and is intended to supersede all prior agreements and amendments.

SECTION 16. AMENDMENT. Provisions within this agreement may be amended with the mutual consent of the parties hereto. No additions to, or alternation of, the terms of this agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

SECTION 17. NO REAL PROPERTY ACQUISITION OR JOINT FINANCING. This Interlocal Agreement does not provide for the acquisition, holding or disposal of real property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Interlocal Agreement.

SECTION 18. FILING. Copies of this Revised Interlocal Agreement shall be filed with the University Place City Clerk, the Pierce County Auditor, and the Secretary of State of Washington after execution of the agreement by both parties.

SECTION 19. SEVERABILITY. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHERE OF, the parties have executed this Agreement this 5th day of May, 1998

UNIVERSITY PLACE

Claudia Ellsworth 5/5/98
City Manager Date

Approved as to Form:
[Signature] 5/8/98
City Attorney Date

ATTEST:

[Signature] 5/5/98
University Place City Clerk Date

PIERCE COUNTY

[Signature] 5.18.98
DEPARTMENT DIRECTOR Date

James A. Lemley 6-1-98
DEPUTY PROSECUTING ATTORNEY Date
(as to form only)

Kathryn A. Keating 6/4/98
BUDGET AND FINANCE Date

[Signature] 6/9/98
EXECUTIVE DIRECTOR Date
(if applicable)

[Signature] 6/9/98
COUNTY EXECUTIVE Date
(if over \$50,000)

EXHIBIT "A"

**REVISED INTERLOCAL AGREEMENT BETWEEN PIERCE COUNTY AND THE CITY OF UNIVERSITY PLACE
TO PROVIDE ROAD AND TRAFFIC MAINTENANCE SERVICES**

CITY OF UNIVERSITY PLACE				
ESTIMATED UNIT COSTS FOR 1998				
EXHIBIT A				
FUNC.	DESCRIPTION	UNIT	UNIT PRICE	
31B	HOT PATCHING	TON	\$376.03	
31C	CRACK SEALING	GAL.	\$14.51	
31F	CHIPSEALING	MILE	\$14,443.48	
40H	Mechanically clean culverts	EACH	\$26.23	
40J	Jet rodding	FEET	\$0.59	
66A	PLOWING AND SANDING	hour	\$83.91	
66B	SANDING FOR SNOW AND ICE	hour	\$83.91	note
66X	MISC. SNOW AND ICE	hour	FORCE	
71B	MOWING WITH ROTARY BRUSHCUTTER	SHL.MI	\$633.72	
71F	CHEMICAL VEGETATION CONTROL	hour	FORCE	
71J	FORCE ACCOUNT FOR MISC.	hour	FORCE	
Note: The hourly rate for snow and ice sanding includes labor and equipment only. Any material used will be billed in addition to the hourly rate.				

EXHIBIT "B"

REVISED INTERLOCAL AGREEMENT BETWEEN PIERCE COUNTY AND THE CITY OF UNIVERSITY PLACE TO PROVIDE ROAD AND TRAFFIC
MAINTENANCE SERVICES

CITY OF UNIVERSITY PLACE		EXHIBIT B			
TRAFFIC MAINTENANCE		1998			
Pierce County Public Works and Utilities Traffic Division					
BASIC TRAFFIC MAINTENANCE FUNCTIONS		1998 PLAN	WORK UNIT	UNIT COST	TOTAL COST
CENTERLINE PAINT STRIPING	* 64J - restripe	32.0	Mile	308.83	\$ 9,883
	** 62J - new/black	8.0	Mile	482.27	\$ 3,858
LANE LINE PAINT STRIPING	* 64K - restripe	17.0	Mile	198.48	\$ 3,374
	** 62K - new/black	5.0	Mile	257.97	\$ 1,290
EDGE LINE PAINT STRIPING	* 64L - restripe	19.0	Mile	244.01	\$ 4,636
	** 62L - new/black	5.0	Mile	320.83	\$ 1,604
PAVEMENT MARKINGS	* 64G - repaint	650	Unit	16.65	\$ 10,823
	** 62G - new/black		Unit	Force	\$ 1,000
ILLUMINATION CALLOUT	63C		Each	Force	\$ 2,400
TRAFFIC SIGNAL PREVT. MAINT.	64R	100	Each	52.81	\$ 5,281
SIGNAL ELECTRONIC REPAIR	64N		Labor Hr	Force	\$ 3,800
SIGNAL RELAMP - ROUTINE	64T	350	Each	14.00	\$ 4,900
TRAFFIC FORCE ACCOUNT				Force	\$ 37,151
TRAFFIC MAINTENANCE TOTAL=					\$ 90,000

* Repainting existing striping or marking; routine

** Painting new striping or marking or replacing striping or marking on resurfaced/black pavement; work order