

312

**SIXTEENTH AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN PIERCE  
COUNTY AND THE CITY OF LAKEWOOD REGARDING SURFACE WATER  
MANAGEMENT SERVICE CHARGES COLLECTED BY PIERCE COUNTY  
CONTRACT #96-8137**

THIS SIXTEENTH AMENDMENT is made and entered into by and between PIERCE COUNTY, a political subdivision of the State of Washington, hereinafter referred to as "County", and CITY OF LAKEWOOD, hereinafter referred to as "City."

WHEREAS, the parties have previously entered into an Agreement dated December 30, 1996, regarding Surface Water Management Billing Services herein known as "Agreement"; and

WHEREAS, as part of the Agreement the County was to provide billing, payment receipt, and parcel tracking services until December 31, 1997; and

WHEREAS, in consideration of the County providing those billing, payment receipt, and parcel tracking services the City agreed to remit to the County an annual fee; and

WHEREAS, said Agreement was amended to extend the termination date from December 31, 1997 to December 31, 1998 and revised the annual fee to reflect the increase in the cost of providing services, by the first amendment on January 5, 1998; and

WHEREAS, said Agreement was amended to extend the termination date from December 31, 1998 to December 31, 1999 and revised the annual fee to reflect the increase in the cost of providing services, by the second amendment on December 4, 1998; and

WHEREAS, said Agreement was amended to extend the termination date from December 31, 1999 to December 31, 2000 and revised the annual fee to reflect the increase in the cost of providing services, by the third amendment on December 22, 1999; and

WHEREAS, said Agreement was amended to extend the termination date from December 31, 2000 to December 31, 2001 and revised the annual fee to reflect the increase in the cost of providing services, by the fourth amendment on January 8, 2001; and

WHEREAS, said Agreement was amended to extend the termination date from December 31, 2001 to December 31, 2002 and revised the annual fee to reflect the increase in the cost of providing services, by the fifth amendment on October 25, 2001; and

WHEREAS, said Agreement was amended to extend the termination date from December 31, 2002 to December 31, 2003 and revised the annual fee to reflect the increase in the cost of providing services, by the sixth amendment on January 28, 2003; and

WHEREAS, said Agreement was amended to extend the termination date from December 31, 2003 to December 31, 2004 and revised the annual fee to reflect the increase in the cost of providing services, by the seventh amendment on January 21, 2004; and

WHEREAS, said Agreement was amended to extend the termination date from December 31, 2004 to December 31, 2005 and revised the annual fee to reflect the increase in the cost of providing services, by the eighth amendment on February 4, 2005; and

WHEREAS, said Agreement was amended to extend the termination date from December 31, 2005 to December 31, 2006 and revised the annual fee to reflect the increase in the cost of providing services, by the ninth amendment on March 30, 2006; and

WHEREAS, said Agreement was amended to extend the termination date from December 31, 2006 to December 31, 2007 and revised the annual fee to reflect the increase in the cost of providing services, by the tenth amendment on April 17, 2007; and

WHEREAS, said Agreement was amended to extend the termination date from December 31, 2007 to December 31, 2008 and revised the annual fee to reflect the increase in the cost of providing services, by the eleventh amendment on January 24, 2008; and

WHEREAS, said Agreement was amended to extend the termination date from December 31, 2008 to December 31, 2009 and revised the annual fee to reflect the increase in the cost of providing services, by the twelfth amendment on March 16, 2009; and

WHEREAS, said Agreement was amended to extend the termination date from December 31, 2009 to December 31, 2010 and revised the annual fee to reflect the increase in the cost of providing services, by the thirteenth amendment on February 12, 2010; and

WHEREAS, said Agreement was amended to extend the termination date from December 31, 2010 to December 31, 2011 and revised the annual fee to reflect the increase in the cost of providing services, by the fourteenth amendment on February 25, 2011; and

WHEREAS, said Agreement was amended to extend the termination date from December 31, 2011 to December 31, 2012 and revised the annual fee to reflect the increase in the cost of providing services, by the fifteenth amendment on February 9, 2012; and

WHEREAS, the City has requested and the County has agreed to again extend the term of the Agreement relating to the billing, payment receipt, and parcel tracking services an additional year for a revised annual fee adjusted to reflect the increase in the cost of providing such services,

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 termination date of the Agreement shall be extended from December 31, 2012 to December 31, 2013.
2. In exchange for the extension of the term of the Agreement and the services rendered, the City shall remit to the County by May 1, 2013 the sum of \$47,332.00.
3. ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT, AND ALL SUPPLEMENTS, MODIFICATIONS, AND AMENDMENT THERETO SHALL REMAIN IN FULL FORECE AND EFFECT.

DATED this 5<sup>th</sup> day of February, 2013.

CITY OF LAKEWOOD:

PIERCE COUNTY:

Approved as to legal form only:

By: [Signature] 1-18-13  
City Manager Date

By: [Signature] 12/15/12  
Deputy Prosecuting Attorney Date

Approved as to form only:

Recommended:

By: [Signature] 1/11/13  
City Attorney Date

By: [Signature] 2/5/13  
Budget & Finance Date

Attest:

Approved:

By: [Signature]  
City Clerk Date  
1-15-13

By: [Signature] 1/30/13  
Department Director Date  
(less than \$250,00)

By: \_\_\_\_\_  
Pierce County Executive Date  
(\$250,000 or more)

