



CONTRACT ROUTING FORM

1. ORIGINATING DEPT./DIV: Public Works/SWM DATE: 2/23/17

2. ORIGINATING STAFF PERSON: Greg Vigoren EXT: 7771 3. DATE REQUESTED BY: _____

4. TYPE OF DOCUMENT (CHECK ONE):

- PUBLIC WORKS CONSTRUCTION CONTRACT
 - SMALL OR LIMITED PUBLIC WORKS CONTRACT
 - GOODS AND SERVICE AGREEMENT
 - PROFESSIONAL SERVICES AGREEMENT
 - CONTRACT AMENDMENT No. ____ (ORIGINAL CONTRACT#): 2015-100
 - OTHER Amendment #20
- CDBG/HOME
 - HUMAN SERVICES
 - LEASE
 - REAL ESTATE DOCUMENT
- GRANT AGREEMENT
 - INTERLOCAL
 - MAINTENANCE AGREEMENT
 - OFF DUTY POLICE SERVICES

5. PROJECT NAME: Surface Water Management Service Charges collected by Pierce County

6. NAME OF CONTRACTOR: Pierce County
 ADDRESS: 2702 South 42nd Street, Suite 201, Tacoma, WA 98409 TELEPHONE 253-798-4638
 E-MAIL: jsebero@co.pierce.wa.us FAX: _____
 AUTHORIZED SIGNATURE NAME: Jennifer Sebero TITLE Contracts Coordinator

7. EXHIBITS AND ATTACHMENTS: SCOPE, WORK OR SERVICES COMPENSATION INSURANCE REQUIREMENTS/CERTIFICATE
 ALL OTHER REFERENCED EXHIBITS PRIOR CONTRACT/AMENDMENTS PROOF OF AUTHORITY E-VERIFY W-9

8. TERM: COMMENCEMENT DATE: January 1, 2017 COMPLETION DATE: perpetual

9. TOTAL COMPENSATION \$ 53,272.59 for 2017; 3% more thereafter

CHARGE TO EDEN BARS EXPENDITURE ACCOUNT : 401.0000.41.531.10.51.001

10. DOCUMENT/CONTRACT REVIEW	INITIAL / DATE REVIEWED	INITIAL / DATE APPROVED
<input checked="" type="checkbox"/> PROJECT MANAGER	<u>GRV/2/23/17</u>	<u>GRV/2/23/17</u>
<input type="checkbox"/> DIRECTOR	<u>[Signature] 2/23/17</u>	<u>[Signature] 2/23/17</u>
<input type="checkbox"/> LEGAL	_____	_____

11. COUNCIL APPROVAL DATE (IF APPLICABLE) 2/21/17

12. CONTRACT SIGNATURE ROUTING

SENT TO VENDOR/CONTRACTOR DATE SENT: _____ DATE REC'D SIGNED BY CONTRACTOR: _____
 ATTACH: INSURANCE CERTIFICATE, LICENSES, EXHIBITS

CITY CLERK (ROUTE) 2-23-17
 CITY ATTORNEY 2-27-17
 CITY MANAGER _____
 CITY CLERK/ CONTRACT# 2015-100 _____
 SIGNED COPY TO ORIGINATING DEPT & A/P _____

COMMENTS:

**TWENTIETH AMENDMENT TO INTER-LOCAL AGREEMENT
BETWEEN PIERCE COUNTY AND THE CITY OF LAKEWOOD
REGARDING SURFACE WATER MANAGEMENT SERVICE CHARGES
COLLECTED BY PIERCE COUNTY CUSTOMER CONTRACT # CC-8137**

THIS TWENTIETH 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, said Agreement was amended to extend the termination date from December 31, 2012 to December 31, 2013 and revised the annual fee to reflect the increase in the cost of providing services, by the sixteenth amendment on February 5, 2013; and

WHEREAS, said Agreement was amended to extend the termination date from December 31, 2013 to December 31, 2014 and revised the annual fee to reflect the increase in the cost of providing services by the seventeenth amendment on January 8, 2014; and

WHEREAS, said Agreement was amended to 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 by the eighteenth amendment on February 20, 2015; and

WHEREAS, the parties executed the nineteenth amendment to the Agreement to revise the annual fee to reflect the increase in the cost of providing services by additional 3% every year until the Agreement is terminated by either party; and

WHEREAS, both parties desire to execute the twentieth amendment to the Agreement to clarify the automatic renewal language added in amendment 19 and to add payment timeline and method details,

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 13 of the original Agreement is replaced with the following language:
This Agreement shall be automatically renewed annually on January 1 of each year for an additional one year term, unless either party gives notice of non-renewal not less than 60 days prior to the expiration of the current term.
2. The County will prepare and submit an invoice to the City during the first quarter of each year for the cost of providing services. The City shall remit to the County the amount due by May 1st of each year. The amount due for 2017 is \$53,272.59. The annual fee will increase by 3% every year thereafter.
3. ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT, AND ALL SUPPLEMENTS, MODIFICATIONS, AND AMENDMENT THERETO SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have executed this amendment DATED this ^{28th day} ~~21st~~ day of March, 2017.

CITY OF LAKEWOOD:

PIERCE COUNTY:

Approved as to legal form only:

By: John G. Cawhal 3/1/2012
City Manager Date

By: [Signature] 3-14-17
Deputy Prosecuting Attorney Date

Approved as to form only:

Recommended:

By: Weidi Ann Wackler 2/27/17
City Attorney Date

By: [Signature] 3/21/17
Budget & Finance Date

Attest:

Approved:

By: [Signature] 3-2-17
City Clerk Date

By: [Signature] 3/14/17
Department Director Date
(less than \$250,00)

[Signature] 3/28/17
EXECUTIVE DATE