RESOLUTION NO. 19-0471

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF Edgewood, Pierce County, Washington, Authorizing the Mayor to Execute a First Amendment to the Memorandum of Agreement CC-98021, Between the City of Edgewood and Pierce County for Road and Traffic Maintenance Services.

WHEREAS, the parties have previously entered into an Agreement dated February 10, 2015, regarding road and traffic maintenance services; and

WHEREAS, the parties desire to execute a First Amendment to replace Section 4 Compensation and Billing Procedure;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF Edgewood, Washington, Herewith Resolves as follows:

Section 1. First Amendment Authorized. The Mayor is authorized to execute the First Amendment to the Memorandum of Agreement, Agreement No. CC-98021, between the City of Edgewood and Pierce County as shown in Exhibit A, attached hereto and incorporated herein by this reference.

Section 2. Effective Date. This resolution will take effect immediately upon passage by the City Council.

PASSED BY THE CITY COUNCIL OF THE CITY OF Edgewood, Washington, at a Regular Meeting Thereof, This 27th Day of August, 2019.

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk
FIRST AMENDMENT
TO MEMORANDUM OF AGREEMENT CC-98021
BETWEEN PIERCE COUNTY AND THE CITY OF EDGEWOOD

THIS FIRST AMENDMENT is entered into by and between PIERCE COUNTY, a political subdivision of the State of Washington, hereinafter referred to as “COUNTY,” and the undersigned, CITY OF EDGEWOOD, a municipal corporation of the State of Washington, hereinafter referred to as “CITY”.

WHEREAS, the parties have previously entered into an Agreement dated February 10, 2015, regarding road and traffic maintenance services; and

WHEREAS, the parties desire to execute a First Amendment to replace Section 4 Compensation and Billing Procedure,

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

IS IT HEREBY AGREED as follows:

1. The MEMORANDUM OF AGREEMENT number CC-98021 shall be amended to replace Section 4, as shown in Attachment 1.

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

MOA - City of EDGEWOOD
No. CC-98021
Attachment 1

FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF EDGEWOOD AND PIERCE COUNTY

Section I. Date and Parties.

This document ("First Amendment"), is dated the 27th day of August, 2019, and is entered into by and between the CITY OF EDGEWOOD, a Washington municipal corporation ("City") and PIERCE COUNTY ("County"). This First Amendment modifies the Memorandum of Agreement dated February 10, 2015, by and between the parties (the "Agreement").

Section II. Amendments to the Agreement.

Section 4. Compensation and Billing Procedure. Section 4 of the Agreement is hereby amended by replacing the entirety of the section to read as follows:

SECTION 4. COMPENSATION AND BILLING PROCEDURE. The CITY certifies that sufficient budgeted funds are available to cover the costs of the requested services and agrees to make payment to the COUNTY.

In consideration for the provision of maintenance services described herein, the CITY agrees to pay the COUNTY for the actual work completed based on monthly billings and in accordance with the provisions of Section 2 and 3 above. Monthly billings will be calculated as indicated below:

A. Labor cost rates will be calculated based on the County’s labor cost rates in effect during the period of service performance. Labor cost rates will be calculated based on the hours worked (in 0.1 increments) for in a specific job class and billed the CITY. The labor cost rates will include all Maintenance and Department Administration costs, as well as material and supply markup costs. No office costs related to management or maintenance will be charged directly.

B. Equipment cost rates will be calculated based on the County’s equipment rental rate in effect during the period of service performance. Equipment charges will be calculated based on the hours in use (in 0.1 increments) for each type of equipment and billed to the CITY.

C. Materials and supplies will be billed at cost.

D. The costs of services as outlined will be calculated and invoiced based on the services or supplies provided in a previous month. The COUNTY will make every effort to bill the monthly charges by the thirtieth (30th) day of the following month. Payments by the CITY will be due within thirty days of receipt of the invoice. 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.
E. The billing rates for labor and equipment related to providing the functions and services each year shall be adjusted annually, effective January 1st of each year to reflect current costs. Increases in the costs that are the results of changes in regulatory requirements will also be included in any increases to billing rates. A list of labor and/or equipment cost rates can be provided upon request.

Section III. Other Terms Unchanged. All other terms of the Agreement remain unchanged and enforceable. The First Amendment is intended to modify the terms and conditions of the original Agreement only insofar as such modifications are set forth in this Amendment. In the case of any conflict between the terms of the Agreement and the terms of the First Amendment, the provisions of the First Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed, such parties acting by their representatives being thereunto duly authorized.

DATED this 27th day of August, 2019.

CITY OF EDGEWOOD:

By: [Signature] Date

Mayor

Approved as to form only:

By: [Signature] 8/27/19

City Attorney Date

Attest:

By: [Signature] 8/27/19

City Clerk Date

PIERCCE COUNTY:

By: [Signature] 7/10/19

Deputy Prosecuting Attorney Date

Approved:

By: [Signature] 9/6/19

Department Director Date

Finance

By: [Signature] 9/11/19

Date