

TOWN OF EATONVILLE

Agenda Staff Report

Agenda Item No.:	_____	Meeting Date:	<u>November 10, 2014</u>
Subject:	<u>Resolution No. 2014-CC Approving</u>	Prepared by:	<u>Gregory A. Jacoby</u>
	<u>Amendment No. 1 to the Agreement</u>		<u>Town Attorney</u>
	<u>With Pierce County Community</u>	Atty Routing No:	_____
	<u>Connections</u>	Atty Review Date:	<u>November 6, 2014</u>

Summary: Previously, the Town entered into Agreement No. 92239 with Pierce County Department of Community Connections whereby the County agreed to provide financial support for upgrades to the front and rear entry ways of the Eatonville Community Center that are consistent with the Americans with Disabilities Act (the Work). After the Town solicited bids, the lowest responsible bid for the Work was \$28,373.38, which exceeded the amount of funds available to the Town. The County has now approved an award of additional funds to the Town to complete the Work. An amendment to the original agreement has been prepared that increases the amount of the funding to an amount not to exceed \$31,971.00.

Recommendation: Staff recommends approval of Resolution No. 2014 - CC.

Motion for consideration: I move to adopt Resolution No. 2014-CC approving Amendment No. 1 to Agreement No. 92239 with Pierce County Department of Connections for upgrades to the Eatonville Community Center's front and rear entryways.

Fiscal Impact:

Attachments: Resolution No. 2014 - CC and Exhibit A.

RESOLUTION NO. 2014 - CC

**A RESOLUTION OF THE TOWN OF EATONVILLE,
WASHINGTON, APPROVING AMENDMENT NO. 1 TO THE
AGREEMENT WITH PIERCE COUNTY DEPARTMENT OF
COMMUNITY CONNECTIONS REGARDING UPGRADES TO
THE EATONVILLE COMMUNITY CENTER**

WHEREAS, the Town of Eatonville and Pierce County Department of Community Connections (the County) entered into Agreement No. 92239 whereby the County agreed to provide partial financial support for upgrades to the front and rear entry ways of the Eatonville Community Center that are consistent with the Americans with Disabilities Act (the Work); and

WHEREAS, the lowest responsible bid for the Work was \$28,373.38, which exceeded the amount of funds available to the Town; and

WHEREAS, following a public hearing, the County's Citizens Advisory Board has approved an amendment to Agreement No. 92239 increasing the funding available for the Work to an amount not to exceed \$31,971.00; now, therefore;

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE,
WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

THAT: The Town Council approves the terms of Amendment No. 1 to Agreement No. 92239, a copy of which is attached hereto as Exhibit A, and authorizes the Mayor to sign said Amendment.

PASSED by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 10th day of November 2014.

Mike Schaub, Mayor

ATTEST:

Kathy Linnemeyer, Town Clerk

**PIERCE COUNTY COMMUNITY CONNECTIONS
AGREEMENT AMENDMENT**

Amendment No. 1

Agreement No. 92239

The Agreement between the Pierce County Community Connections Department, Community Development Division, (hereinafter, the "County") and, **Town of Eatonville** (hereinafter, the "Subrecipient") is amended as follows:

Except those provisions inclusive to this amendment, all other terms and conditions of the above referenced Agreement remain in effect. In accordance with the provisions of the Agreement, the parties to the Agreement agree that the services to be performed by the Subrecipient are amended as set forth with this Agreement.

In the General Terms and Conditions, Section 1 is **deleted and replaced** with this amendment:

1. PERIOD OF PERFORMANCE

The period of performance for this Agreement begins **July 1, 2013** and ends **June 30, 2015**. The County reserves the right to extend this Agreement for additional periods. The decision to extend this Agreement is subject to the availability of funding, the continued priority of need for a specific service, and satisfactory performance by the Subrecipient during the period specified in this Agreement. Notification of intent to contract for additional periods with the Subrecipient will occur prior to the expiration of this Agreement.

In the General Terms and Conditions, Section 2 is **deleted and replaced** with this amendment:

2. CONSIDERATION

The maximum consideration for this Agreement shall not exceed **thirty-one thousand, nine hundred seventy-one and 00/100 dollars (\$31,971.00)**.

In the General Terms and Conditions, Section 6 is **deleted and replaced** with this amendment:

6. ADDITIONAL INSURANCE COVERAGE OR BOND

The Subrecipient shall maintain through the life of this Agreement, a separate fidelity or faithful performance bond payable to "Pierce County" or obtain blanket employee dishonesty coverage as part of their Commercial General Liability insurance policy, in the minimum amount of **\$7,992.75**. The bond or insurance shall be conditioned upon the Subrecipient faithfully accounting for all funds received by the Subrecipient under this Agreement, including subsequent amendments, and further assuring that such funds are used only for the purposes of this Agreement. The County shall request in writing any increases in the amount of the bond or insurance coverage and the Subrecipient shall comply within fifteen (15) calendar days of receipt of the written notice.

In the Exhibit B, Scope of Work, Section 1 is **deleted and replaced** with this amendment:

1. SCOPE

The intent of this Agreement is to provide partial financial support for the Eatonville Community Center Update Project that consists of Americans with Disabilities (ADA) upgrades to the front and rear entry ways of the Eatonville Community Center. When completed, the upgrades will provide access for seniors and others with physical impairments that use the facility.

Funding is subject to the National Environmental Policy Act (NEPA) regulations. The County must be contacted in the event that there are any changes to the project after completion of the NEPA process. The County must also be contacted in the event cultural resources are discovered during ground disturbance as a result of the project per section 4. Reporting, G-H, below. The Subrecipient will include this condition in any contracts or subcontracts to complete the work.

Property Address: 305 Center Street West, Eatonville, WA

Assessor's Parcel Numbers: 3605002300, 3605002310, and 3605002322

Legal Description:

Lots 1 and 2, and the North one-half of Lot 3, all in Block 31, Town of Eatonville. Situate in the County of Pierce, State of Washington.

Milestone Schedule Construction Projects:

Environmental Review Complete (NEPA)	November 2013
Request for Quotes (RFQ) Draft Submitted to Pierce County for Review/Approval	July 28, 2014
RFQ Approved by Pierce County	August 1, 2014
Quotes requested by Town of Eatonville	August 6, 2014
Quotes due to Town of Eatonville	August 22, 2014
Work Awarded	November 2014
Pre-construction Conference	November 2014
Notice to Proceed	November 2014
Project fifty percent (50%) Complete	December 2014
Construction Complete	December 2014
Accept Project and Release Retainage	January 2014

In the Exhibit C, Compensation and Financial Requirements, Section 1 is **deleted and replaced** with this amendment:

1. COMPENSATION

In consideration of the mutual promises given and the benefit to be derived from this Agreement, the County agrees to provide CDBG funds in the amount of: **thirty-one thousand, nine hundred seventy-one and 00/100 dollars (\$31,971.00)**, to accomplish the scope of services described in Exhibit B – Scope of Work. The project budget and financial requirements are provided below.

BUDGET SUMMARY							
2013 - Eatonville Community Center Update							
IDIS Project #: 2013-24 Activity #2771 BARS #134,913 CG13 55952.62.0114							
Eligible Categories	CDBG Award	HOME, ESG or HOPW A	Federal	State and/or Local	Private	Other	Project Total
Design &	\$400.00	\$0	\$0	\$0	\$0	\$0	\$400.00

Inspection (Engineer & Architectural)							
Consultants (Contract Services)	\$100.00	\$0	\$0	\$0	\$0	\$0	\$100.00
Permits & Fees	\$50.00	\$0	\$0	\$0	\$0	\$0	\$50.00
Environmental Review	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Land Acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Site Development & Landscape	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Utilities (Water, Sewer, Electrical)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Roads & Sidewalks (Concrete & Paving)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Buildings (New Construction)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building Renovation (Accessibility)	\$28,373	\$0	\$0	\$0	\$0	\$0	\$28,373
Equipment (Permanently Attached)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Additional (Specify) *	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Contingency (10%)	\$3,048	\$0	\$0	\$0	\$0	\$0	\$3,048
Grand Total (Including Applicable Sales Tax)	\$31,971	\$0	\$0	\$0	\$0	\$0	\$31,971

*Environmental Review: cost of \$1,159.42 for cost of required NEPA review of funded project paid by Pierce County and deducted from total award.

Pierce County
Amendment Signature Page

Agreement #92239-1

IN WITNESS WHEREOF, the parties have executed this Amendment on the days indicated below:

SUBRECIPIENT:

PIERCE COUNTY:

Signature of Corporate Officer Date

Reviewed By:

Print Signer's Name and Title

 10.28.14
Deputy Prosecuting Attorney (As to form Only) Date

Town of Eatonville
Agency Name

Budget & Finance Date

Mailing Address:
PO Box 309
Eatonville, WA 98328

Approved By:

Contact Name: Doug Beagle

Helen P. Howell Date
Director, Community Connections

Contact Phone Number: 360-8323361

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