RESOLUTION NO. 17-0383

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWOOD, PIERCE COUNTY, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT AMENDMENT WITH BHC CONSULTANTS, LLC FOR PROFESSIONAL ON-CALL PLANNING SERVICES

WHEREAS, the City has selected BHC Consultants, LLC, renowned in the area for excellence in the field of Professional Planning Services; and

WHEREAS, the City has an existing Professional Services Agreement with the consultant who is currently performing excellent work with the City; and

WHEREAS, the City, due to a recent surge in permit application activity requiring the city to maintain a required planning review turnaround, finds itself challenged due to work load with maintaining said review timeline; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The Mayor is hereby authorized to execute an agreement amending the existing Agreement for Professional Planning services with BHC Consultants, LLC substantially in the form attached hereto as the Amendment to the June 13, 2017 Agreement for Professional Planning Services.

PASSED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 22nd DAY OF August 2017

Daryl Eidinger, Mayor

ATTEST:

Rachel Pitzel, City Clerk
FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
CITY OF EDGEWOOD
AND BHC CONSULTANTS, LLC.

Section 1. Date and Parties.

This document ("First Amendment"), is dated the 22ND day of August, 2017, and is entered into by and between the CITY OF EDGEWOOD, a Washington municipal corporation ("City") and BHC Consultants, LLC, ("Consultant"). This First Amendment modifies the Professional Services Agreement dated June 13, 2017, by and between the City and Consultant (the "Agreement").

Section 2. General Recitals.

A. The City and Consultant entered into the Contract for the purposes of Professional On-Call Planning Services.

B. According to Section IV of the Agreement, it will expire on November 30, 2017, and an amendment is required for the continuation of services.

C. According to Section II of the Agreement, the total expenditure cap for the contract is $10,000.00.

D. Shortly after executing the contract, which the City anticipated would be to assist with designing and documenting needed process control improvements as well as some intermittent plan review, the City incurred a substantial increase in permit requests resulting in a significant volume of plan reviews. The City has hired a new Community Development Director and anticipates a substantive increase of in-house planning ability, but has determined maintaining the BHC Planning resource at this time will help the City mitigate the risk of missing deadlines and provide a better transition environment for the new CD Developer.

E. The parties have now determined that such an amendment is appropriate, and thus the intent of the First Amendment is for the Consultant to provide further Professional Planning services to the City for a longer period of time with an increased not to exceed expenditure sum.

Section 3. Compensation and Hourly Rate. Section II(A) of the Agreement shall be modified as follows:

A. This Agreement does not guarantee any amount of work for the Consultant. Task Orders will be developed as determined by the City and as provided for in this Agreement. The City shall pay the Consultant an amount based on time and materials, not to exceed Sixty Thousand Dollars ($60,000) for the services described in Section 1 herein. This is the maximum amount to be
paid under this Agreement for the work described in this Agreement and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED HOWEVER, the City reserves the right to direct the Consultant’s compensated services under the time set forth in Section IV herein, before reaching the maximum amount. …

Section 4. Amendment to Section IV. Section IV, “Duration of Work” of the Agreement shall be amended to read as follows:

The Consultant shall not begin any work under this Agreement until an authorized Task Order has been agreed upon by the parties, and the City has issued a Notice to Proceed. This Agreement shall expire on February 28, 2018.

Section 5. Other Terms Unchanged. All other terms of the Agreement, including all Exhibits, remain unchanged and enforceable. The First Amendment is intended to modify the terms and conditions of the 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.

DATED: This 22nd day of August, 2017.

CITY OF EDGEWOOD

By: ____________________________
Daryl Eldinger
Its: Mayor

Date: August 22, 2017

CONSULTANT BHC

By: ____________________________
Ronald A. Dorn
Its: President

Date: August 24, 2017

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney’s Office