

CITY COUNCIL AGENDA ITEM REPORT

Council Meeting Date: 2-22-2022

Agenda Item Number: _____

Originator: Kayleen Parup

Title: Clerk/Treasurer

Discussion Action Required

Department: Admin

Old Business New Business Resolution Ordinance Public Hearing

Subject: Quarry Pool Renovation Project

Comments: Amendment No. 4
CDBG Agreement Amendment

Staff Recommendation: Council to review and approve.

**THE CDBG PROGRAM DEVELOPMENT PROJECT AGREEMENT
BETWEEN "THURSTON COUNTY" AND "CITY OF TENINO"- FOR
TENINO QUARRY POOL RENOVATION PROJECT**

AMENDMENT NO. 4

This **CDBG AGREEMENT AMENDMENT** is made and entered into between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 2000 Lakeridge Drive SW, Olympia, Washington 98502, hereinafter "**COUNTY**," and **CITY OF TENINO**, hereinafter referred to as "**SUBRECIPIENT**", located at P.O. Box 4019, Tenino, WA 98589.

In consideration of the mutual benefits and covenants contained herein, the parties agree that their Agreement, executed on 11 July, 2018, shall be amended as follows:

1. PERIOD OF PERFORMANCE

The period of performance for this AGREEMENT begins **11 JULY, 2018** and ends **1 SEPTEMBER, 2022**. 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.

EXHIBIT B: SCOPE OF WORK

1. SCOPE

The intent of this AGREEMENT is to provide partial financial support for TENINO QUARRY POOL RENOVATION Project, as described in the SUBRECIPIENT's funding application and as amended through this CDBG Agreement Amendment.

The SUBRECIPIENT will renovate the Tenino Quarry Pool, a public facility, in two phases to make safety and operational efficiency improvements.

Phase 1 improvements will include the replacement of the existing, failing retaining wall separating the deep and shallow ends of the pool and refinishing the pool's surface with materials that are appropriate for the conditions of the quarry pool and environment.

Phase 2 will include improving the splash pad area near the entry of the pool and adding more water features.

This agreement covers Phase 1 costs only.

Task	Estimated Completion Date
Environmental Review	May 2018
Architectural design completed	Feb. 2021
Bid opening for construction contractor	July 2021
Bid closing for construction contractor	Aug. 2021
Contractor under contract	Dec 1, 2021
Construction begins	Feb. 1, 2022
Construction completed	Aug. 1, 2022
Monthly Progress Reports	Monthly
Invoices	Monthly by the 15 th of the month until completion
Project Close-Out	Sept. 1, 2022

EXHIBIT C: COMPENSATION AND FINANCIAL REQUIREMENTS

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 \$215,707 (TWO HUNDRED FIFTEEN THOUSAND, SEVEN HUNDRED SEVEN DOLLARS), to accomplish the scope of services described in Exhibit B, Scope of Work. The project budget and financial requirements are provided below

Eligible Categories	CDBG Award	City of Tenino	Project Total
Permits	<1,115.35>		<1,115.35>
Architecture & Engineering	\$27,000	\$15,500	\$42,500
NEPA Review/Phase I		\$2,500	\$2,500
Construction	\$187,591.65	\$37,428.35	\$225,020
Site Clean Up		\$1,000	\$1,000
Construction Contingency		\$30,000	\$30,000
Total (Including Applicable Sales Tax)	\$215,707	\$86,428.35	\$302,135.35

This amendment is made upon the following conditions:

- Subrecipient will submit monthly invoices for payment once construction commences.
- The project will be completed no later than August 1, 2022 and closed out by September 1, 2022.

If any of the above conditions are not met Thurston County may choose, as referenced in Section 17 of the Subrecipient Agreement, to terminate the Subrecipient Agreement and require the Subrecipient to repay any funds drawn as of the termination date as well as forfeit any undrawn funds.

Executed in duplicate original this _____ day of _____, 2022.

CITY OF TENINO

THURSTON COUNTY

For the Board of County Commissioners
Thurston County, Washington

Wayne Fournier, Mayor
(Authorized Representative)

Ramiro Chavez, PE, PgMP
Thurston County Manager, Interim
Director for

APPROVED AS TO FORM:
SCOTT CUSHING

August, 2013

Deputy Prosecuting Attorney