

RESOLUTION NO. 2020 – 61

A Resolution of the City of McMinnville Authorizing the City Manager to Execute a Second Amendment to the Personal Services Agreement with Ballard*King & Associates, Ltd. to continue the Facilities and Recreation Master Plan and Feasibility Study Project.

RECITALS:

WHEREAS, the City of McMinnville (“City”) undertook a competitive procurement process pursuant to OAR 137-048-0210 (“Procurement”) to obtain professional services for the Facilities and Recreation Master Plan and Feasibility Study Project (“Project”); and

WHEREAS, Ballard*King & Associates, Ltd. was the successful proposer (“Consultant”) and entered into a Personal Services Agreement (“Agreement”) with the City on August 1, 2019; and

WHEREAS, the Procurement contemplated a potential Phase II of the Project wherein the City could elect to have the Consultant perform concept planning for certain new or expanded facilities/amenities; and

WHEREAS, the City and the Consultant entered into a First Amendment to Personal Services Agreement on September 21, 2020 to finalize the Recreation/Aquatic Center program with MacPac and other related tasks; and

WHEREAS, the City desires to further amend the Agreement for Consultant to continue this second phase of the Project.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMINNVILLE, OREGON as follows:

1. The City of McMinnville incorporates the above-stated findings as if fully set forth herein.
2. The City of McMinnville, acting as the Local Contract Review Board, authorizes the Manager to enter into and execute, on behalf of the City of McMinnville, a Second Amendment to the Personal Services Agreement with Ballard*King & Associates, Ltd. for a stated value of \$50,000, in substantially similar form as attached hereto as **Exhibit 1**.
3. This Resolution takes effect immediately upon passage.

Adopted by the Common Council of the City of McMinnville at a meeting held the 27th day of October 2020 by the following votes:

Ayes: _____ Drabkin, Garvin, Geary, Menke, Peralta, Stassens _____

Nays: _____

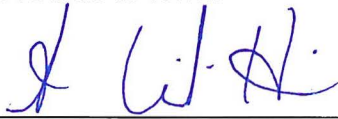
Abstain: _____

Approved this 27th day of October 2020.



MAYOR

Approved as to form:



City Attorney

Attest:



City Recorder

EXHIBIT:

1. Second Amendment to Personal Services Agreement with Ballard*King & Associates, Ltd.

**CITY OF MCMINNVILLE
SECOND AMENDMENT TO PERSONAL SERVICES AGREEMENT**

Facilities & Recreation Master Plan & Feasibility Study Project

This Second Amendment to Personal Services Agreement (“Second Amendment”) is effective the ____ day of _____ 2020 (“Effective Date”), by and between the **City of McMinnville**, a municipal corporation of the State of Oregon (“City”), and **Ballard*King & Associates, Ltd.**, a Colorado corporation (“Consultant”), upon the terms and conditions set forth below.

RECITALS

WHEREAS, the City entered into a Personal Services Agreement (“Agreement”) with Consultant on August 1, 2019 relating to the Facilities & Recreation Master Plan & Feasibility Study Project (“Project”); and

WHEREAS, the City entered into a First Amendment to a Personal Services Agreement (“First Amendment”) on September 21, 2020; and

WHEREAS, the City requires additional services which Consultant is capable of providing, under terms and conditions hereinafter described (“Second Amendment Additional Services”); and

WHEREAS, Consultant represents that Consultant is qualified to perform the Second Amendment Additional Services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Consultant is prepared to provide such Second Amendment Additional Services as the City does hereinafter require;

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

The Agreement is amended as follows:

Section 1. Additional Services To Be Provided

Consultant will perform the Second Amendment Additional Services more particularly described in **Exhibit A**, attached hereto and incorporated by reference herein, for the Project pursuant to all original terms of the Agreement, except as modified herein.

Section 2. Time for Completion of Additional Services

The Second Amendment Additional Services provided by Consultant pursuant to this Second Amendment shall be completed by no later than July 31, 2021.

Section 3. Compensation

The City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed FIFTY THOUSAND DOLLARS (\$50,000) for performance of the Second Amendment Additional Services (“Second Amendment Compensation Amount”).

Section 4. All Other Terms

All of the other terms and conditions of the Agreement and the First Amendment shall remain in full force and effect, as therein written. Unless otherwise defined herein, the defined terms of the Agreement and the First Amendment shall apply to this Second Amendment.

The Consultant and the City hereby agree to all provisions of this Second Amendment.

CONSULTANT:

BALLARD*KING & ASSOCIATES, LTD.

By: _____

Print Name: _____

As Its: _____

Employer I.D. No. _____

CITY:

CITY OF MCMINNVILLE

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

Amanda R. Guile-Hinman, City Attorney
City of McMinnville, Oregon

Exhibit A

McMinnville Site Selection – October/November Tasks

10/6/2020

Anticipated Tasks:

- Program Summary for RAC (done)
 - Draw up the program graphically (blocks representing area sf) and include parking requirement
- Program Summary for City Hall (done)
 - Draw up the program graphically and include parking requirement
- Program Summary for Fire Admin (done)
 - Draw up the program graphically and include parking requirement
- Program Summary for Library (in process)
 - Confirmation on the demographic service area (Susan/Jenny) and refinement of the program expansion.
 - Refine and draw up the program graphically and include parking requirement.

- Cost Summaries for:
 - Senior Center concept
 - Library program (will vary depending on new vs renovation and specific layout)
 - City Hall program (will vary depending on new vs renovation and specific layout, if in the library)
 - Fire Admin program (will vary depending on new vs renovation and specific layout, if in the library)

- Quick test fit for City Park site based on the above park/rec scenario
 - Graphic program representation of RAC program for test fit (will use this for Linfield as well).
 - Understand parking requirement- will help with Linfield site as well.

- Library concept scenarios on City Park site
 - Renovation /expansion options
 - Free standing option

- City Hall and Fire Admin program layouts within the Library Building

- Senior Center concept (finalized)
 - Review site plan and concept plan
 - Draw up concept plan / massing
 - Preferred site plan

- Meeting attendance at November MacPac.
- Coordination meetings as necessary.
- Other – consider Ray’s inclusion on the library subcommittee