

**CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Development Services / Planning Division

AGENDA DATE: RESO: Public Hearing 06/03/08

CONTACT PERSON/PHONE: John Neal, Interim Deputy Director, DSD
Planning Division – 541-4193

DISTRICT(S) AFFECTED: All Districts

SUBJECT:

A Resolution that the City Manager be authorized to sign a Professional Services Agreement by and between the City of El Paso and Placemakers, LLC for a project known as the **SmartCode Implementation and Calibration**, total compensation of \$20,000.

BACKGROUND / DISCUSSION:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

\$20,000.00

BOARD / COMMISSION ACTION:

N/A

*******REQUIRED AUTHORIZATION*******

LEGAL: (if required) N/A

FINANCE: (if required) N/A

DEPARTMENT HEAD: Victor Torres

APPROVED FOR AGENDA: Patricia D. Aauto, Deputy City Manager

RESOLUTION

CITY CLERK DEPT.

00 MAY 28 PM 2:39

WHEREAS, on August 21, 2007, City Council adopted Ordinance No. 016727 allowing the City Manager or his or her designee to enter into and sign professional service agreements on behalf of the City;

WHEREAS, on February 4, 2008 the City Manager entered into an Agreement with the Consultant to perform consulting services to assist with the implementation and calibration of the SmartCode for the City of El Paso

WHEREAS, the Agreement fell within the parameters of Ordinance No. 016727; and,

WHEREAS, the City requires the Consultant to perform additional services and such performance will require additional compensation, which would exceed the authority granted under Ordinance No. 016727; and,

WHEREAS, the City desires to continue with the engagement of the Consultant to provide such additional services to complete the implementation and calibration of SmartCode for the City of El Paso;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Professional Services Agreement between the **CITY OF EL PASO** and **PLACEMAKERS, LLC**, to perform consulting services for a project known as "the implementation and calibration of SmartCode" for a contract amount not to exceed **TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00)**.

ADOPTED this _____ day of June 2008.

THE CITY OF EL PASO:

John F. Cook
Mayor

ATTEST:

Richarda Duffy-Momsen
City Clerk

APPROVED AS TO FORM:

Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:

Patricia D. Adauto

Patricia D. Adauto, Deputy City Manager
Development and Infrastructure Services

STATE OF TEXAS)

CITY CLERK DEPT.

03 MAY 20 PM 2:35

COUNTY OF EL PASO)

**PROFESSIONAL SERVICES AGREEMENT
WITH PLACEMAKERS, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT WITH PLACEMAKERS, LLC (this “*Agreement*”) is executed effective for all purposes as of this ____ day of June, 2008 by and between the City of El Paso, a home rule municipal corporation, (the “*City*”) and PLACEMAKERS, LLC, a planning, development, and management consulting firm, (the “*Consultant*”).

RECITALS

WHEREAS, on August 21, 2007, City Council adopted Ordinance No. 016727 allowing the City Manager or his or her designee to enter into and sign professional service agreements on behalf of the City;

WHEREAS, on February 4, 2008 the City Manager entered into an Agreement with the Consultant to perform consulting services to assist with the implementation and calibration of the SmartCode for the City of El Paso

WHEREAS, the Agreement fell within the parameters of Ordinance No. 016727; and,

WHEREAS, the City requires the Consultant to perform additional services and such performance will require additional compensation, which would exceed the authority granted under Ordinance No. 016727; and,

WHEREAS, the City desires to continue with the engagement of the Consultant to provide such additional services to complete the implementation and calibration of SmartCode for the City of El Paso;

WHEREAS, the Consultant possesses the skills to perform said consulting services for the City.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **SCOPE OF SERVICES.** The Consultant hereby agrees to perform the consulting services in accordance with the Scope of Work in **Attachment A**.
2. **ALTERNATE/ADDITIONAL SERVICES.** Should alternate or additional services outside the scope set forth in paragraph 1. hereinabove be requested of the Consultant by the City, then said alternate or additional services shall automatically become a part of this Agreement upon acceptance and funding by the City and acceptance by the Consultant. It is understood and agreed that the City will not be liable for any cost overrun on this Agreement without its prior written approval. Said approval must be obtained prior to the Consultant commencing alternate or additional services that will result in the cost overrun.

09 MAY 23 PM 2:39

TERM. The term of this Agreement shall commence on or about June 3, 2008 and end on July 1, 2008, or at such time as the services contemplated herein are completed, which ever is later.

4. COMPENSATION AND METHOD OF PAYMENT. The Consultant shall be paid according to the schedule set forth in Attachment "A" and the total amount of services shall not exceed \$20,000.00. The Consultant hereby agrees that at no time will he make a claim against the City for more than the rate provided under the terms of this Agreement. The Consultant further agrees to bill the respective City departments having direct oversight to the specific programs and services being reviewed under the terms of this Agreement.

5. LOCATION OF PERFORMANCE. The Consultant shall perform the Consulting Services in the City and County of El Paso, Texas or such other place(s) as may be necessary to fulfill the terms of this Agreement.

6. INDEPENDENT CONSULTANT RELATIONSHIP. Nothing herein shall be construed as creating a relationship of employer and employee between the parties hereto. The City shall not be subject to any obligations or liabilities of the Consultant incurred in the performance of this Agreement unless otherwise herein authorized. The City will provide no fringe benefits to the Consultant.

7. INDEMNIFICATION OF THE CITY. BY ACCEPTANCE OF THIS AGREEMENT, THE CONSULTANT AGREES TO INDEMNIFY, HOLD HARMLESS, THE CITY, THEIR DIRECTORS, OFFICERS, AND EMPLOYEES, FROM INJURIES OR DAMAGES TO PERSONS OR PROPERTY (INCLUDING DEATH) SUFFERED AS A RESULT OF THE NEGLIGENCE OF THE CONSULTANT OR, ITS EMPLOYEES, IN THE PERFORMANCE OF THIS AGREEMENT.

8. LAW GOVERNING AGREEMENT/VENUE. For purposes of determining the place of the Agreement and the law governing the same, it is agreed that the Agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

9. TERMINATION. Either party may terminate this Agreement without cause after ten (10) days written notice to the other party of the intention to terminate this Agreement, or at any time by mutual agreement of the parties. Should the City have cause to terminate this Agreement or if the Consultant is in breach of this Agreement, the Agreement may be terminated immediately upon written notification to the Consultant of the cause for termination.

10. COMPLETE AGREEMENT. This Agreement constitutes and expresses the entire agreement between the parties hereto in reference to the professional services of the Consultant for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

11. NOTICE. Any notices required under this Agreement shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Consultant at the following addresses:

CITY CLERK DEPT.
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CITY: City of El Paso
Joyce Wilson
City Manager
2 Civic Center Plaza
El Paso, Texas 79901

CONSULTANT: Placemakers, LLC
Attn: Hazel Borys
7527 Camden Harbour Drive
Bradenton, Florida 34212

12. COMPLETE AGREEMENT. This Agreement constitutes and expresses the entire agreement between the parties hereto in reference to the Consulting Services.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 3rd day of June, 2008.

CITY OF EL PASO

Joyce Wilson
City Manager

CONSULTANT
Placemakers, LLC

By: Hazel Borys
Managing Principal

APPROVED AS TO FORM:

Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:

Patricia D. Adauto
Patricia D. Adauto, Deputy City Manager
Development and Infrastructure Services

CITY CLERK DEPT.

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ATTACHMENT "A"

May 23, 2008

City of El Paso
2 Civic Center Plaza
El Paso, TX 79901
Attn: John Neal

Dear John:

We appreciate the opportunity to propose our firm for participation in the SmartCode educational efforts of the City of El Paso. The following proposal will include three trips to El Paso by Susan Henderson and one by Nathan Norris. Additionally it will include an illustrative plan of a site selected by the City to show the developmental potential of the SmartCode.

The deliverables, as outlined in the following pages, include the three trips and illustrative plan, for an amount of \$19,500, including expenses.

PlaceMakers appreciates the opportunity to present our proposal. Feel free to contact me at (941) 748-5861 or (941) 779-8851.

Best regards,

A handwritten signature in black ink, appearing to read "Hazel M. Borys". The signature is written in a cursive, flowing style.

Hazel M. Borys
Managing Principal
PlaceMakers, LLC

BUDGET

BASIC SERVICES

EDUCATIONAL PRESENTATIONS \$ 13,518

3 days on-site in El Paso, for architect/planner and 1 day on-site for development strategist. During the site visits, these 2 individuals will present in-depth education of benefits and implementation of the El Paso SmartCode.

ILLUSTRATIVE PLAN \$ 2,813

Scaled plans of a prototypical development project selected by the City to illustrate the best possible scenario according to the regulations of the El Paso SmartCode.

EXPENSES \$ 3,169

TOTAL \$ 19,500

DELIVERABLES

PROTOTYPICAL PLAN

The Prototypical Plan will be done on a site selected by the City. We suggest a site, or combination of sites, are selected in an area optimal for transit, and roughly 5 acres to meet the criteria for Article 4 of the SmartCode. If the area is significantly larger, it will affect the price of the plan.

The plan will include transects, building footprints, civic space, required or recommended storefronts, parking, unit counts and square footage of commercial. The plan will be completed in advance of the workshops so it may be used to illustrate the development potential under the SmartCode.

EDUCATIONAL WORKSHOPS

PlaceMakers will contribute to the City's educational outreach by preparing and delivering PowerPoint presentations to audiences of the City's selection. It is anticipated these workshops will be full-day events that will be composed of a morning of presentation and an afternoon working session. These presentations will present the process for a development under Article 3 and Article 4. Additionally they will compare and contrast development potential under the new Subdivision Regulations and the SmartCode. It is assumed a local firm will develop the plan for the conventional ordinance. The PlaceMakers team will include:

SmartCode Calibration Principal: The SmartCode Calibration Principal will attend all three workshops and lead the educational outreach for PlaceMakers. They will oversee the production of the PowerPoint, and will deliver it at the workshop. Additionally they will contribute to the working sessions.

Implementation Strategist: The Implementation Strategist will attend one workshop and be available to meet with smaller groups of the development community. He will be able to discuss the benefits and the difficulties of development under the SmartCode and answer specific questions regarding implementation.

CITY PROVISIONS

The following items are provided by City of El Paso: Workshop venue, LCD projector, A/V equipment, public announcements and private invitations.

The following should be provided a minimum of 2 weeks prior to the delivery of the prototypical plan:

- ◆ Survey: Project area mapping in digital and print formats, which should include the following:
 - Property lines of the planning area.
 - Edge of pavement on all thoroughfares, parking areas & sidewalks. Include curb & gutter where it exists.
 - Existing topography in 2' intervals
 - Existing building footprints.
 - Existing vegetation areas, including location, species & caliper of all major trees.
 - Existing site utilities.
 - Existing drainages, whether permanent or seasonal.
- ◆ Photos: Aerial photos of the planning area at the same scale as the survey in print and digital format.
- ◆ Regional Vicinity Map: Print and digital format.
- ◆ Governing Documents: Copies of current zoning, subdivision regulations and codes that govern the study area. Please provide the existing zoning map in print and digital formats. Copies of all ordinances that effect the property in addition to the SmartCode, such as storm water requirements, open space requirements, etc.

PROFESSIONAL STAFF

The PlaceMakers team for the educational outreach is as follows:

Susan Henderson:

Albuquerque, NM

Susan brings to PlaceMakers a broad architectural background, effective communication skills, is a practicing architect, a respected Urbanist and a published writer. She was selected as the Architectural Team Leader for the Mississippi Renewal Forum rebuilding effort after Hurricane Katrina, the largest planning effort in the last 100 years. She is project principal for numerous SmartCode calibrations including Leander, Texas, Early County, Georgia, Lawrence, Kansas, Post Falls, Idaho, and Taos, New Mexico. Susan has been actively involved in the outreach of the Ad Hoc Committee of the City Plan Commission, and will continue to lead the PlaceMakers educational contributions.

Geoff Dyer:

Calgary, Alberta

Geoff is a Calgary-based urban designer who has considerable national experience with some of North America's foremost New Urbanist design firms. Through this broad-based experience and drawing from an extensive design education, Geoff has established his core competency specifically in urban design and physical town planning. Over the past several years he has founded and managed a successful urban design practice that pushes the boundaries of the New Urbanism -- innovation that is founded on sound design principles and refined by a continual study of urbanism. Geoff was the lead designer in the El Paso calibration effort, and will be responsible for producing the SmartCode prototype plan.

Nathan Norris: Implementation Advisory

Montgomery, AL

Nathan's expertise is in land development: management, design generation, project build-out, phasing & marketing strategy. He is a licensed attorney, real estate broker, accomplished speaker, and advocate for great place making. He has been instrumental in developing the Appraisal System for rating developments. Nathan was in El Paso for the original SmartCode overview workshop, and will return for one trip to specifically engage the development community and help illustrate the benefits of the SmartCode.

F E E S

BASIC SERVICES FEES

Our fee is based on the items included as Basic Services under Phasing and Deliverables above. This fee includes everything except City provided items as listed under City Provisions above. We begin work and scheduling upon receipt of a 20% deposit and an executed contract. The remaining 80% is due upon conveyance of the Deliverables, billed monthly on percent completion.

Basic Services: \$ 19,500.00

H O U R L Y F E E S

You may elect to have us provide services in addition to the Additional and Basic Services listed above. Our hourly rates are listed below. These fees include everything except reimbursable items such as printing and shipping, which are billed at cost plus 10%. Hourly fees are invoiced monthly.

Principal:	\$180/hour.
Technology Specialist:	\$100/hour.
Graduate Professional:	\$70/hour.
Draftsman/Technical:	\$50/hour.