

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

DEPARTMENT: Museums and Cultural Affairs Dept
AGENDA DATE: 06/27/2006
CONTACT PERSON/PHONE: Yolanda Alameda, 541-4896
DISTRICT(S) AFFECTED: All

CITY OF EL PASO
06/27/2006 07:00:00

SUBJECT:

A Resolution authorizing the City Manager to sign a Creative Cities Leadership Project Agreement with the Richard Florida Creativity Group that will result in the creation of initiatives or similar strategic planning results intended to, among other things, increase quality of life and economic prosperity for all citizens of El Paso.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

The Richard Florida Creativity Group ("RFCG") is engaged in the business of researching and creating intellectual property on economics, creativity, development, and other topics related to economic growth and prosperity. In December 2005 Richard Florida lectured in the City of El Paso regarding the role of the creative sector in creating economic prosperity based on his research and writings in the Rise of the Creative Class and other projects. RFCG will provide research related to the City of El Paso's geographic area and provide instruction throught the Creative Cities Leadership Project which will facilitate strategic planning and pilot initiatives that the City of El Paso will utilize toward increased quality of place, prosperity and economic growth. Please note that pursuant to contract terms, the City will not be able to later terminate for convenience but will be able to obtain reimbursement for the seminar fee, research fee, and travel expenses should the event be cancelled by Richard Florida due to unforeseen illness or injury.

PRIOR COUNCIL ACTION

Has the Council previously considered this item or a closely related one?

None

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

Museums and Cultural Affairs - HOT Funds 55010303/15707

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

None

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

LEGAL: (if required)  **FINANCE:** (if required) _____

DEPARTMENT HEAD: 
(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: 

DATE: 6-27-06

RESOLUTION

WHEREAS, the Richard Florida Creativity Group ("RFGC") is engaged in the business of researching and creating intellectual property on economics, creativity, development, and other topics related to economic growth and prosperity;

WHEREAS, one such method of distribution is the synthesis of RFGC research related to the Client's geographic area and information created by a Client compiled think tank educated by RFGC into a set of initiatives or similar strategic planning results client can utilize toward increased economic growth and prosperity;

WHEREAS, Council is of the determination that the use of City funds in exchange for a set of workable initiatives or similar strategic planning results created by the joint participation of a diversified group of citizens of El Paso and RFGC will aid El Paso in increased quality of place, prosperity, and economic growth and therefore serves a valid public purpose.

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

That the City Manager be authorized to sign a Creative Cities Leadership Project Agreement with the Richard Florida Creativity Group that will result in the creation of initiatives or similar strategic planning results intended to, among other things, increase quality of life and economic prosperity for all citizens of El Paso.

Approved this 27th day of June, 2006.

CITY OF EL PASO

John F. Cook, Mayor

ATTEST:

Richarda Duffy Momsen,
City Clerk

APPROVED AS TO FORM:



Matt Watson
Assistant City Attorney

APPROVED AS TO CONTENT



Yolanda Alameda
Director, Museums and Cultural Affairs

CREATIVE CITIES LEADERSHIP PROJECT AGREEMENT

THIS Creative Cities Leadership Agreement (hereinafter referred to as “**Agreement**”) is made this 27th day of June, 2006, by and between **Richard Florida Creativity Group, LLC** (hereinafter referred to as “**RFCG**”), whose address is 357 North Craig Street, Pittsburgh, PA 15213-1200 and **City of El Paso** (hereinafter referred to as “**Client**”), whose address is 2 Civic Center Plaza, El Paso, Texas 79901-1196.

RFCG is engaged in the business of researching and creating intellectual property on economics, creativity, development, and other topics related to economic growth and prosperity. RFCG distributes its findings via numerous methods. One such method of distribution is the synthesis of RFCG research related to the Client’s geographic area and information created by a Client compiled think tank (“Client Group”) educated by RFCG. RFCG will facilitate strategic planning and pilot initiatives that Client Group will utilize toward enhanced quality of place, prosperity, and economic growth. Think tank sessions are educational seminars hereinafter referred to as The Creative Cities Leadership Project (“**CCLP**”). Client and RFCG have agreed to work together to put on a CCLP in El Paso, Texas that will last roughly 2 days and during which Client chosen attendees are exposed to and taught from the intellectual property and related materials that RFCG and its personnel create, to include but not limited to a three T economic scoring of El Paso, a 3 T ranking and benchmarking of El Paso versus similar communities, and an analysis of El Paso’s current place in the Creative Economy and its current creative assets. RFCG will follow up with three interactive sessions at one, three, and eight months following the CCLP and create initiatives or similar strategic planning results Client can utilize toward enhanced economic growth and prosperity. RFCG shall utilize and incorporate information provided by Client Group in this regard.

TERMS AND CONDITIONS

1. **Seminar Personnel:** Dr. Richard Florida and all necessary instructors, not to exceed a cumulative total of three (3) instructors, provided by RFCG.

2. **Compensation and Expenses:** Client shall pay RFCG a think tank session educational seminar fee of \$85,000.00 USD (hereinafter referred to as “**Seminar Fee**”) as reimbursement for the CCLS and resulting initiatives or similar strategic planning results. Client shall pay RFCG a research fee of \$10,000.00 USD (hereinafter referred to as “**Research Fee**”). Client shall also be responsible for the following charges on behalf of RFCG and its instructors:

- a) Advance booking and payment at a hotel to be agreed upon by RFCG;
- b) Advance payment for first class air travel for up to three RFCG persons (Richard Florida plus up to two additional instructors) to and from Client and a location designated by RFCG, such location to be within the continental United States;
- c) Up to \$50.00 per day reimbursement for RFCG Ground transportation to and from the El Paso airport to all necessary El Paso destinations; and,
- d) Reimbursement for documented incidentals. Such reimbursement, except for meals and transportation, shall not exceed \$40.00 per person per day unless otherwise authorized by Client. With regard to reimbursement for meals, such reimbursement shall not exceed forty-four dollars per day per person for any full day or portion thereof.

3. **Payment:** Client shall pay RFCG by check (payable to “Richard Florida Creativity Group, LLC,” EIN 82-0557190) as follows:

- a) Fifty (50%) percent of the Seminar Fee and the entire Research Fee upon the execution of this Agreement (hereinafter referred to as the “**Initial Deposit**”);
- b) Fifty (50%) percent of the Seminar Fee, no more than ten (10) days following the Seminar Date; and,
- c) Reimbursement for incidentals shall be paid within ten (10) days of receipt by the Client of the documented expenses.

All payments made and/or costs incurred by Client are non-refundable, except in cases noted in this agreement. In the event that the Client fails to pay any amount due under this Agreement, and the account is referred to an attorney for collection, Client shall be responsible for interest on the unpaid balance at the rate of eight (8%) percent per annum from the due date thereof, and for the payment of RFCG’s collection costs and reasonable attorneys fees incurred.

4. **Travel Arrangements**: A representative of RFCG will coordinate air travel directly with Passport Executive Travel and will provide itinerary information and contact information to the client as soon as it becomes available. Client must make payment arrangements for air travel directly with Paul Foley, at Passport Executive Travel, in advance of the event. Mr. Foley can be reached at 202-337-7718 or paul@passportexecutive.com. It is understood and agreed to herein that Client shall not be responsible for costs associated with changes to itinerary when such changes are not requested by Client. Further, Client shall only be responsible for payment of air travel for Dr. Richard Florida and two additional instructors provided by RFPG who provide instruction at the seminar.

5. **Seminar Date**: September 27-28, 2006 (hereinafter referred to as the “**Seminar Date**”).

6. **Seminar Location**: The location of the Seminar (hereinafter referred to as the “**Seminar Location**”) shall be within El Paso, Texas and be selected, secured, and paid for by the Client.

7. **Client Contact**: Client will provide RFCG with the name, phone number and e-mail address for the responsible party, employed by the Client, in order to coordinate matters.

8. **Scope and Format**: Client’s CCLS will be held as a two (2) day event followed by three subsequent one hour interactive sessions as provided for herein. The two day event will commence at 8:30 a.m. and conclude at 5:30 p.m. each day at the Seminar Location, with a reasonable mid-day recess for lunch. There will be a dinner, following the first day of the Seminar, which will begin at 6:30 p.m. and conclude at 9:00 p.m. The dinner may or may not take place at the Seminar Location. Client is responsible for selecting, securing, and paying for dinner.

At least four weeks prior to the CCLS, RFCG will provide materials including welcome packets with syllabus, any survey within the CCLS scope, schedule and other pertinent information.

Two months following the CCLS, RFCG will conduct its first of three one hour technology enabled interactive sessions. Such interactive sessions will be available on the internet or via teleconference or other similar technology to those who attended the CCLS. Each of Client’s three teams will present its initiative, timeline and goal to Client’s group. Five months following the CCLS, RFCG will provide a second on-line interactive session. A third and final on-line interactive session by RFCG will be provided eight months following the CCLS. Prior to the expiration of four months following the third interactive session, leadership of the three teams shall provide a report providing findings, conclusions, and advice in response to the CCLS, Research, and interactive sessions. RFCG shall attend via internet or telecommunications technology and shall provide immediate feedback in this setting. RFCG shall then integrate this information into a set of

initiatives or similar strategic plan for El Paso which will be provided as consideration for monies received.

9. **Seminar and Research Material**: All materials, including course materials provided by RFCG, and any materials generated during the CCLS, remain the property of RFCG and shall not be used for any purpose by anyone without the express prior written approval by RFCG. However, RFCG expressly authorizes the use of any materials provided by RFCG to Client's group when such use is for the membership's personal benefit pursuant to the CCLS and such information is not further distributed or sold. Further, Client Group may further distribute such information to its employees and associates for their own personal benefit and professional development so long as such information is not further distributed or sold. Finally, Client and Client Group may distribute the initiatives or similar strategic planning document as deemed appropriate and necessary to effectuate goals and objectives provided for therein.

10. **Event Promotions and Media Strategy**: All Client advertisements and publicity with respect to the Client's CCLS, whether for print, broadcast, on-line or otherwise, shall be subject to RFCG's review and written approval prior to release, such release not to be unreasonably withheld. Photographs and a biography of Dr. Richard Florida are online at www.creativeclass.org and may be used for promotion of Client's CCLS. Client agrees to cooperate with RFCG in promoting the CCLS through local media coverage. Further, Richard Florida agrees to hold one press conference, while in El Paso for the CCLS, if requested by Client.

11. **Recording**: Recording is permitted only upon prior written permission from RFCG. Additional fees and production enhancements may be required.

12. **Technical Requirements**: Client shall provide any equipment, services, and/or supplies which RFCG reasonably deems necessary in order to fulfill the duties undertaken by

RFCG pursuant to this Agreement. This includes, but is not limited to, microphones, overhead projectors, and internet access at the CCLS location.

13. **Force Majeure**: Notwithstanding the terms of this Agreement, in the event that the performance of any obligation under this Agreement by any party is prevented due to acts of God or any other similar cause beyond the reasonable control of a party, such party shall not be responsible to the other party for failure or delay in performance of its obligations under this Agreement. In the event that Client cancels a presentation under this provision, RFCG shall be entitled to retain the Initial Deposit.

14. **Event Cancellation**: RFCG reserves the right to cancel this Agreement at any time in the event of an illness or unforeseen emergency of Dr. Richard Florida. RFCG shall have no liability for expenses or losses resulting from such cancellation except for a refund of the Seminar Fee, Research Fee, and travel expenses.

15. **Miscellaneous**: Except as otherwise provided herein, neither party may unilaterally assign this Agreement. This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto, and/or their respective successors. All captions are included only for reference and shall not constitute substantive provisions hereof.

16. **Entire Agreement**: This Agreement constitutes the entire agreement between the parties and shall supersede any and all other oral and/or written agreements and/or understandings between the parties with respect to the subject matter hereof. There are no representations or warranties other than those expressly set forth herein.

17. **Authority**: The Client shall have no authority to contract for, or to obligate RFCG in any manner unless a duly authorized representative of RFCG shall specifically confer such authority.

18. **Permits**: Client shall obtain any permits required by any municipal or governmental agency which are necessary for the scheduled event

19. **Liability Insurance**: As a condition of this Contract, Client must be self insured or, if not, obtain liability insurance providing at least the coverage mandated by the applicable state or local law, if any, for the Client's conduct at the Seminar.

20. **Waiver or Modification to be in Writing**: No modification or waiver of any of the terms hereof shall be valid unless in writing and signed by both parties and no waiver or any breach hereof or default hereunder shall be deemed a waiver of any subsequent default of the same or similar nature.

21. **Interpretation**: This Agreement shall be construed in accordance with the laws of the State of Texas.

22. **Assignability**: Neither party may assign any personal obligations or duties required under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, heirs and legal representatives.

23. **Severability and Independent and Separate Covenants**: The parties agree that each separate obligation contained in the Agreement shall be deemed to be a separate and independent covenant and agreement. If any term, condition, clause or provision of this Agreement shall be determined or declared to be void or invalid in law or otherwise, then only that term, condition, clause or provision shall be stricken from this Agreement and in all other respects this Agreement shall be valid and continue in full force, effect and operation.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the authorized parties hereto have executed this Agreement as of the day and year first above written.

06 JUN 2012 11:24:40

**RICHARD FLORIDA CREATIVITY
GROUP, LLC**

By:

Name: Rodgers Frantz

Title: President-RichardFloridaCreativityGroup

THE CITY OF EL PASO

Joyce A. Wilson,
City Manager

APPROVED AS TO FORM:



Matt Watson
Assistant City Attorney

APPROVED AS TO CONTENT:



Yolanda Alameda, Director
Museums and Cultural Affairs