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Date May 8, 2006

**AGREEMENT FOR STUDY OF DOWNTOWN DEVELOPMENT WITH ERIN OLSON-DOUGLAS**

**WHEREAS**, the City of Des Moines seeks to undertake a comprehensive study of the City's downtown for the purpose of updating plans and integrating older and newer planned downtown development projects; and

**WHEREAS**, the City wishes to retain Erin Olson-Douglas, 3819 Lincoln Place Drive, Des Moines, to undertake such a project; and

**WHEREAS**, Erin Olson-Douglas is well-suited to the task as she is an architect with substantial planning and design experience; and

**WHEREAS**, the City and Erin Olson-Douglas have negotiated a one-year agreement for the described consulting services at a cost not to exceed \$94,000.00 with an option to extend for three (3) months at a cost not to exceed \$23,500.00; and

**WHEREAS**, it is recommended that the Agreement between the City of Des Moines and Erin Olson-Douglas, a copy of which is on file with the City Clerk, be approved.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Des Moines, Iowa:

1. That the Agreement between the City of Des Moines, Iowa and Erin Olson-Douglas is approved as to form and content; and
2. That the Mayor is authorized to execute such agreement for and on behalf of the City of Des Moines, Iowa.

Council Communication No. 06-277

Moved by \_\_\_\_\_ to adopt.

Approved as to form:

*Carol J. Moser*

Carol J. Moser  
Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
BROOKS				
COLEMAN				
HENSLEY				
MAHAFFEY				
KIERNAN				
VLASSIS				
TOTAL				

MOTION CARRIED

APPROVED

.....Mayor

**CERTIFICATE**

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

..... City Clerk

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**AGREEMENT BETWEEN  
THE CITY OF DES MOINES, IOWA  
AND  
ERIN OLSON-DOUGLAS**

This Agreement, consisting of 4 pages, is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2006 between the City of Des Moines, Iowa (hereinafter, "City") and Erin Olson-Douglas (hereinafter, "Olson-Douglas") whose taxpayer identification number or social security number is \_\_\_\_\_, and who agrees to complete a project on behalf of the City as described below subject to the following terms and conditions:

**NOW THEREFORE BE IT AGREED:**

1. **Duties.** Olson-Douglas shall be retained to provide her services in urban design and planning to develop a written plan to identify the preferred development strategy which will guide the City for future public and private development in the area of the City generally known as "Downtown" taking into account the appearance, density and quality for investment desired for the area.

In order to perform her services toward the goal of identifying the most appropriate economic development for the above described area,

- a. Olson-Douglas shall integrate older and newer planned Downtown development projects with an overall strategy to provide a cohesive look and feel throughout the designated area.
- b. Olson-Douglas shall review and incorporate information from existing plans including those for the Court Ave. District, the East Village/Eastern Gateway, the Principal Riverwalk, the Western Gateway and any other projects specified by the City's liaison to this Agreement.
- c. Olson-Douglas shall focus on specific or potential areas and sites that present new short and long term development opportunities such as the area around the Iowa Events Center and a new transit transfer station.
- d. In her evaluation and recommendations, Douglas-Olson shall utilize existing transportation studies and consider traffic patterns, parking availability and parking needs in order to develop strategies for parking in the Downtown area.
- e. Olson-Douglas shall coordinate and include in her evaluation and recommendations to the City the perspectives of other individuals in the urban design disciplines as may be contacted by Olson-Douglas and retained by the City.
- f. Olson-Douglas shall be responsible for requesting the appropriate information, including City Council resolutions, and shall have access to such information as may be needed to perform this Agreement.
- g. Olson-Douglas shall make herself available to and work with City staff on a regular and reasonable basis as coordinated with the City's liaison to this Agreement.
- h. At the conclusion of the term of this Agreement as identified in Paragraph 4 below, Olson-Douglas shall prepare and present a final report to the City Manager and to any others as designated by the City Manager.

2. **Consideration.** In consideration of Olson-Douglas providing her services to the City and in performance of this Agreement, the City shall pay Olson-Douglas in an amount not to exceed \$ 94,000.00 to be paid at pro-rated monthly rate of \$7,833.33 on a schedule as established by the City's Finance Department, generally designated as the last Friday of the month.
3. **Duties of City.** Pursuant to this Agreement, the City shall:
  - a. Through its City Manager, designate a staff member to work as the primary contact person (hereinafter, "Liaison") with Olson-Douglas in the performance of this Agreement.
  - b. Make available to Olson-Douglas office space and access to the City's internet and intranet system which may include the use of a laptop computer equipped as necessary to allow Olson-Douglas mobility while accessing the necessary information as may be needed in order to complete the project identified in this Agreement, Numbered Paragraph 1.
  - c. Provide Olson-Douglas with plans for existing projects the City wants incorporated into Olson-Douglas' plan and digital files, as may exist of existing conditions of the downtown study area, within a reasonable period of time from the effective date of this Agreement.
  - d. Assist in identifying groups and individuals who shall be consulted as a part of this project and provide administrative assistance to coordinate meetings with identified groups and individuals.
  - e. Provide Olson-Douglas with any information requested pursuant to this Agreement within a reasonable period of time.
  - f. Facilitate public comment regarding future Downtown development throughout the period of this Agreement to guide Olson-Douglas' recommendations.
4. **Term.** This Agreement shall be effective as of June 5, 2006 and shall terminate on June 4, 2007 or when the project described in Paragraph Number 1 above has been completed, whichever is earliest in time.
5. **Termination.** Either party may terminate this Agreement for any reason prior to its expiration date by giving written notice to the other party at least 120 days prior to the date of termination.
6. **Amendment.** This Agreement may be extended beyond June 4, 2007 for up to three (3) months upon the mutual written agreement of the parties for an additional consideration of an amount not to exceed \$23,500.00 again to be paid on a pro-rated monthly payment of \$7,833.33.
7. **Exclusivity.** Olson-Douglas agrees that during the term of this Agreement that she shall not provide urban design consultation or recommendations for the economic development of any municipality within Polk, Dallas or Warren Counties.
8. **Documents.** Any and all documents, in any format, created or issued by reason of this Agreement shall be documents, data and information of the City and shall not be subject to any reservations, claims, or property interest by Olson-Douglas. Olson-Douglas shall provide the City with a "camera ready" digital copy of her final report at least three business days prior to its presentation to the City Manager. Prior to the termination of

this Agreement Olson-Douglas shall also provide the City with two sets of all survey notes, reports, design plans, specifications, special studies, records, and other data prepared in the performance of the work under this Agreement. All documents referred to in this paragraph shall be deemed public records and subject to the terms of Chapter 22 of the Iowa Code. Nothing in this paragraph prohibits Olson-Douglas from using records developed during the course of this Agreement for future promotional purposes.

9. **Notices.** Notices required by this Agreement shall be deemed given when either party delivers in writing via regular mail to the parties at the following addresses:

a. **City:**  
Richard A. Clark, City Manager  
400 Robert D. Ray Drive  
Des Moines, Iowa 50309

b. **Olson-Douglas:**  
Erin Olson-Douglas  
3819 Lincoln Place Dr.  
Des Moines, Iowa 50312

10. **Independent Contractor.** Olson-Douglas is an independent contractor and not an agent, officer or employee of the City of Des Moines, Iowa.

a. Olson-Douglas shall have no claim against the City for employee rights or benefits including, but not limited to seniority, vacation, sick leave, retirement benefits, unemployment insurance benefits, civil service protection, disability retirement benefits, health or dental insurance.

b. Olson-Douglas shall not be subject to the direction and control of the City except as to performance of this Agreement.

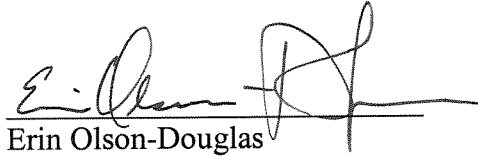
c. Olson-Douglas shall be obligated to pay applicable taxes, deduction and other obligations including, but not limited to federal and state income taxes, withholding, deductions for social security, unemployment, disability insurance, worker's compensation or Medicare payments.

11. **Indemnification.** Olson-Douglas shall hold the City, its employees and agents harmless from and against any claim, lawsuit or property damage caused by Olson- Douglas' negligent provision of professional services unless the claim, lawsuit or liability arises as a result of the negligence of the City.

10. **Insurance.** Olson-Douglas shall be responsible for furnishing evidence of insurance coverage in the form of a Certificate of Insurance, more completely described in Attachment A, on or before the effective date of this Agreement.

11. **Law.** This Agreement and all actions arising from this Agreement shall be governed by, subject to and construed according to the laws of the Sate of Iowa.

12. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties, and fully supersedes and replaces any prior agreement or understandings between the parties, whether written or oral, regarding the matters stated herein.

  
Erin Olson-Douglas

5.2.06  
Date

**CITY OF DES MOINES, IOWA**

By: \_\_\_\_\_  
T. Franklin Cownie, Mayor

Attest:

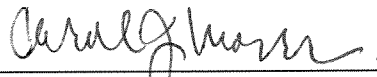
\_\_\_\_\_  
Diane Rauh, City Clerk

STATE OF IOWA    )  
                                  )ss  
COUNTY OF POLK )

On this \_\_ day of \_\_\_\_\_ 2006, before me the undersigned, a Notary Public in and for the state of Iowa, personally appeared T. Franklin Cownie and Diane Rauh, to me personally known, who being by me duly sworn, did state that they are the MAYOR and the CITY CLERK, respectively, of the City of Des Moines, Iowa; that the seal affixed to the foregoing instrument is the seal of the municipal corporation and that the instrument was signed and sealed on behalf of the municipal corporation, by authority of its City Council, as contained in the Resolution adopted under Roll Call \_\_\_\_\_, Agenda Item \_\_\_\_\_, dated, \_\_\_\_\_ 2006 and that T. Franklin Cownie and Diane Rauh acknowledged the execution of the instrument to be the voluntary act and deed of the municipal corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in the State of Iowa

APPROVED AS TO FORM:

By:   
Carol J. Moser, Assistant City Attorney