

**AGREEMENT
BETWEEN THE
CITY OF BUCHANAN, MICHIGAN
AND
PLACEMAKERS, LLC
FOR
PLANNING SERVICES IN THE AREAS OF ZONING AND SUBDIVISION,**

THIS AGREEMENT, entered into this 20th day of April 2022, by and between the City of Buchanan, hereinafter referred to as BUCHANAN and **PlaceMakers, LLC.**, with its principal office at **5136 Sevilla Avenue NW, Albuquerque, New Mexico, 87120**, hereinafter referred to as the CONSULTANT, as follows:

WITNESSETH:

WHEREAS, BUCHANAN will pursue the objectives identified in A Vision for Buchanan, Buchanan Master Plan 2021, Buchanan Community Recreation Plan, and Buchanan St. Joe River Public Access Master Plan;

WHEREAS, the CONSULTANT has agreed with BUCHANAN, for the consideration hereinafter mentioned, to provide a zoning regulation update (SERVICES), and;

WHEREAS, these services will be provided in accordance with the negotiated and agreed upon scope of work which shall be identified within Attachment A: Task Order will include the development of new and updated zoning ordinance.

THEREFORE, in consideration of the mutual Covenants and Articles hereinafter stipulated, it is hereby agreed between the parties as described hereto:

- I. **Employment of CONSULTANT.** BUCHANAN hereby agrees to engage the CONSULTANT, and the CONSULTANT hereby agrees to perform SERVICES hereinafter set forth.
- II. **Scope of Work.** The CONSULTANT will provide SERVICES to assist BUCHANAN in carrying out work described in Attachment A: Task Order. The CONSULTANT will perform or cause to be performed those SERVICES described in the Task Order in accordance with all laws, regulations, applicable codes, and provisions of this AGREEMENT.
- III. **Project Initiation.** BUCHANAN and the CONSULTANT shall meet by phone or videoconference prior to the commencement of SERVICES, to generally agree upon Project premises and schedule for the purpose of facilitating performance of the SERVICES, general agreement on accounting, and other related matters. It is understood that the CONSULTANT will not proceed with SERVICES until receipt of authorization to do so from BUCHANAN.

IV. **Relationship of Parties.** The CONSULTANT represents that it is skilled in the matters addressed in the Scope of Work described in Section 2 of this Agreement and is performing independent functions and responsibilities within its field of expertise. The CONSULTANT and its personnel are independent contractors and not employees of BUCHANAN. The CONSULTANT and its personnel have no authority to bind BUCHANAN or to control BUCHANAN's employees and other contractors. None of the benefits provided by BUCHANAN to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from BUCHANAN to the employees, agents, representatives, or sub-contractor of the CONSULTANT. The CONSULTANT will be solely and entirely responsible for its acts and for the acts of the CONSULTANT's representatives and sub-consultants during the performance of this Agreement.

As an independent contractor, the CONSULTANT is responsible for its own management. BUCHANAN's administration and enforcement of this Agreement shall not be deemed an exercise of managerial control over the CONSULTANT or its personnel.

- A. Indemnification. The CONSULTANT shall defend, indemnify, and hold BUCHANAN, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, arising out of or in connection with the performance of this Agreement for any negligent acts by the CONSULTANT and its officers, employees, and agents, except for that portion of the injuries and damages caused by BUCHANAN 's sole negligence.
- B. Insurance - Prior to and during the performance of the work covered by this Agreement, the CONSULTANT shall provide BUCHANAN with evidence that it has obtained and maintains in full force and effect during the term of this Agreement comprehensive general liability insurance coverage of at least \$500,000.00 per occurrence. BUCHANAN shall be named as an additional insured and a copy of the appropriate additional insured endorsement shall be provided to BUCHANAN. BUCHANAN shall be provided thirty (30) days written notice of any cancellation of said insurance.
- C. Timing - The CONSULTANT will furnish a regularly scheduled progress report on all work in progress, indicating work that has been completed to date as well as the schedule for completion of remaining work. The services of the CONSULTANT are to commence immediately after the effective date of this agreement, and the contract period shall be one year. A three-year extension option may be executed by written agreement of both parties. The CONSULTANT's work and service must be performed to the reasonable satisfaction of BUCHANAN based on the tasks and sub-tasks as completed.

- V. **Additional Work.** The CONSULTANT will be notified in writing by BUCHANAN and will be furnished with a Task Order for any additional work to include a scope of work for the project/task, where work is to be performed, and a description of work requested, before beginning a project for BUCHANAN.
- A. The CONSULTANT will prepare a proposed Task Order to include fee estimates in accordance with the terms of this AGREEMENT for approval by BUCHANAN before beginning any work.
- B. BUCHANAN has the absolute right to reject all or parts of a proposed Task Order and said rejected work may be directed to other or different parties.
- C. The CONSULTANT will begin additional work after receipt of the approved Task.
- VI. **Compensation.** Compensation to the CONSULTANT will be a reimbursement for Task Order services based on a fixed price with payment based on percentage completion. CONSULTANT shall be reimbursed monthly based on the percentage of services performed during the prior month.
- VII. **Compliance with Federal, State, and Local Laws.** In performance of its obligations pursuant to this AGREEMENT, the CONSULTANT shall comply with all applicable provisions of Federal, State, and local law.
- VIII. **Personnel.** The CONSULTANT represents that they have, or will secure at their own expense, all personnel required to perform the services under this AGREEMENT.
- IX. **Ownership and Use of the Work Product.** Any and all documents, drawings, reports, and other work products produced by the CONSULTANT under this Agreement shall become the property of BUCHANAN upon payment of the CONSULTANT's fees and charges. BUCHANAN shall have the complete right to use and re-use such work products other than for which the work product is prepared shall be at BUCHANAN's risk unless such use is agreed to by the CONSULTANT. Any recordings of any presentations or lectures delivered by the CONSULTANT as part of the Scope of Services will be the property of BUCHANAN. The presentation itself will remain the property of the CONSULTANT, although BUCHANAN may retain a copy under Creative Commons Attribution-ShareAlike 4.0 International Public License (See, <http://creativecommons.org/licenses/by-sa/4.0/legalcode>).
- X. **General Conditions:**
- A. Work Performed at the CONSULTANT's Risk. The CONSULTANT shall take all precautions necessary and shall be responsible for the safety of its representatives and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the CONSULTANT's own risk, and the

CONSULTANT shall be responsible for any loss of or damage to persons, materials, tools, or other articles used or held for use in connection with the work.

- B. Entire Agreement. This Agreement and its Exhibits constitute the entire agreement between the PARTIES, and the PARTIES acknowledge that there are no other agreements, written or oral, that have not been set forth in the text of this Agreement.
 - C. Severability. Should any part of this Agreement be found void, the balance of the Agreement shall remain in full force and effect.
 - D. Modification. This Agreement may only be modified by written instrument signed by both Parties.
- XI. **Nondiscrimination.** The CONSULTANT will not discriminate on the ground of race, color, religion, sex, or national origin in the selection and retention of sub-consultants. The CONSULTANT understands and agrees that if it violates this provision, this Agreement may be terminated by BUCHANAN and that the CONSULTANT may be barred from performing any services for BUCHANAN now or in the future.
- XII. **Termination.** This Agreement may be terminated by either party for convenience upon thirty (30) days written notice to the other party, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction within ten (10) days of written notice or diligently complete the correction thereafter. No payment shall be made to the CONSULTANT for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If services of the CONSULTANT are terminated by BUCHANAN for fault on part of the CONSULTANT, the amount to be paid shall be determined by BUCHANAN with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination.

(Remainder of page blank)

XIII. **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by the officers, officials, and persons thereunto duly authorized and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of approval.

City of Buchanan
302 N. Redbud Trail
Buchanan, MI 49107

PlaceMakers, LLC
5136 Sevilla Avenue NW
Albuquerque, NM 87120

By: Richard Murphy
Community Development Director

By: Hazel Borys
President

Signature



Signature

Attested By:

Attested By:

Printed Name

Susan Henderson
Vice President

Signature



Signature

ATTACHMENT A: Task Order
AUTHORIZATION FOR SERVICES TO DRAFT
City of Buchanan Zoning Ordinance

Date: April 20, 2022

Consultant: PlaceMakers, LLC, 5136 Sevilla Ave., NW, Albuquerque, NM 87120

Amount: \$50,000

TASK 1: Consultant will host a conference call with the City of Buchanan (“Buchanan”) to launch the project, affirm the schedule, and ensure the transfer of all plans and studies that may inform or impact the Buchanan Zoning Ordinance (“Zoning”). Consultant will provide email outreach to members of the community at key points in the process, to let them know about the project and how and when they can get involved. Consultant will analyze all pertinent studies, to prepare an analysis and possible code strategies. Consultant will send representatives to Buchanan for a day-long working session to analyze the local context and to meet with members of the community to discuss options for how the Zoning can best be best structured to implement the master planning documents. **Deliverable:** annotated outline of the Zoning Ordinance.

TASK 2: Consultant will write a first draft of the Zoning Ordinance, based upon Task 1, in Microsoft Word format. The Zoning Ordinance will deliver current best practices by using graphs and tables to illustrate the regulations, and be drafted in user-friendly plain language. Form-based standards will be used to govern the mixed-use, walkable portions of Buchanan, and use-based standards will be used to govern the single-use, auto-oriented portions of Buchanan, both presented in one consolidated document. Consultant will share an internal draft of the Zoning Ordinance with the City for edits before sharing with the larger community. Consultant representatives will return to Buchanan to present the external first draft to the community and receive edits. **Deliverable:** Zoning Ordinance Draft 1.

TASK 3: Consultant will consolidate edits into a comment matrix, with rationale for every edit made. Consultant will make all edits that are in keeping with best practices and provide the Zoning Final Draft for consideration for adoption, along with flow charts and check lists to help use the Zoning Ordinance. Consultant representatives will return to Buchanan to present the final draft for adoption. During this trip, Consultant will facilitate a workshop with City Staff on how to administer the Zoning Ordinance. **Deliverable:** Zoning Ordinance Final Draft