

**ADDENDUM TO AGREEMENT FOR SERVICES OF INDEPENDENT  
CONTRACTOR  
BETWEEN  
THE CITY OF FORT WORTH  
AND  
Urban3, LLC**

This Addendum to Agreement for Services of Independent Contractor (“Addendum”) is entered into by and between Urban3, LLC (“Vendor”) and the City of Fort Worth (“City”), collectively the “parties”, for a purchase of licenses.

The Contract documents shall include the following:

1. The Agreement for Services of Independent Contractor; and
2. This Addendum.

Notwithstanding any language to the contrary in the attached Agreement for Services of Independent Contractor (the “Agreement”), the Parties hereby stipulate by evidence of execution of this Addendum below by a representative of each party duly authorized to bind the parties hereto, that the parties hereby agree that the provisions in this Addendum below shall be applicable to the Agreement as follows:

1. Term. The Agreement shall become effective upon the signing of the Agreement by an Assistant City Manager of the City (the “Effective Date”) and shall expire one (1) years after the Effective Date (the Expiration Date”), unless terminated earlier in accordance with the provisions of the Agreement or otherwise extended by the parties. The Agreement may be renewed for three ( 3 ) of renewals at City's option, each a “Renewal Term.” City shall provide Vendor with written notice of its intent to renew at least thirty (30) days prior to the end of each term.

2. Termination.

a. Convenience. Either City or Vendor may terminate the Agreement at any time and for any reason by providing the other party with 30 days written notice of termination.

b. Breach. If either party commits a material breach of the Agreement, the non-breaching Party must give written notice to the breaching party that describes the breach in reasonable detail. The breaching party must cure the breach ten (10) calendar days after receipt of notice from the non-breaching party, or other time frame as agreed to by the parties. If the breaching party fails to cure the breach within the stated period of time, the non-breaching party may, in its sole discretion, and without prejudice to any other right under the Agreement, law, or equity, immediately terminate this Agreement by giving written notice to the breaching party.

c. Fiscal Funding Out. In the event no funds or insufficient funds are appropriated by City in any fiscal period for any payments due hereunder, City will notify Vendor of such occurrence and the Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

d. Duties and Obligations of the Parties. In the event that the Agreement is terminated prior to the Expiration Date, City shall pay Vendor for services actually rendered up to the effective date of termination and Vendor shall continue to provide City with services requested by City and in accordance with the Agreement up to the effective date of termination. Upon termination of the Agreement for any reason, Vendor shall provide City with copies of all completed or partially completed documents prepared under the Agreement. In the event Vendor has received access to City information or data as a requirement to perform services hereunder, Vendor shall return all City provided data to City in a machine readable format or other format deemed acceptable to City.

3. Attorneys' Fees, Penalties, and Liquidated Damages. To the extent the attached Agreement requires City to pay attorneys' fees for any action contemplated or taken, or penalties or liquidated damages in any amount, City objects to these terms and any such terms are hereby deleted from the Agreement and shall have no force or effect.

4. Law and Venue. The Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with the laws of the United States and state of Texas, exclusive of conflicts of laws provisions. Venue for any suit brought under the Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas. To the extent the Agreement is required to be governed by any state law other than Texas or venue in Tarrant County, City objects to such terms and any such terms are hereby deleted from the Agreement and shall have no force or effect.

5. Insurance. The City is a governmental entity under the laws of the state of Texas and pursuant to Chapter 2259 of the Texas Government Code, entitled "Self-Insurance by Governmental Units," is self-insured and therefore is not required to purchase insurance. To the extent the Agreement requires City to purchase insurance, City objects to any such provision, the parties agree that any such requirement shall be null and void and is hereby deleted from the Agreement and shall have no force or effect. City will provide a letter of self-insured status as requested by Vendor.

6. Sovereign Immunity. Nothing herein constitutes a waiver of City's sovereign immunity. To the extent the Agreement requires City to waive its rights or immunities as a government entity; such provisions are hereby deleted and shall have no force or effect.

7. Limitation of Liability and Indemnity. To the extent the Agreement, in any way, limits the liability of Vendor or requires City to indemnify or hold Vendor or any third party harmless from damages of any kind or character, City objects to these terms and any such terms are hereby deleted from the Agreement and shall have no force or effect.

8. **IP Indemnification.** Vendor agrees to indemnify, defend, settle, or pay, at its own cost and expense, including the payment of attorney's fees, any claim or action against the City for infringement of any patent, copyright, trade mark, service mark, trade secret, or other intellectual property right arising from City's use of the Deliverable(s), or any part thereof, in accordance with this Agreement, it being understood that this agreement to indemnify, defend, settle or pay shall not apply if City modifies or misuses the Deliverable(s). So long as Vendor bears the cost and expense of payment for claims or actions against the City pursuant to this section 8, Vendor shall have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, City shall have the right to fully participate in any and all such settlement, negotiations, or lawsuit as necessary to protect the City's interest, and City agrees to cooperate with Vendor in doing so. In the event City, for whatever reason, assumes the responsibility for payment of costs and expenses for any claim or action brought against the City for infringement arising under this Agreement, the City shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, Vendor shall fully participate and cooperate with the City in defense of such claim or action. City agrees to give Vendor timely written notice of any such claim or action, with copies of all papers City may receive relating thereto. Notwithstanding the foregoing, the City's assumption of payment of costs or expenses shall not eliminate Vendor's duty to indemnify the City under this Agreement. If the Deliverable(s), or any part thereof, is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Vendor shall, at its own expense and as City's sole remedy, either: (a) procure for City the right to continue to use the Deliverable(s); or (b) modify the Deliverable(s) to make them/it non-infringing, provided that such modification does not materially adversely affect City's authorized use of the Deliverable(s); or (c) replace the Deliverable(s) with equally suitable, compatible, and functionally equivalent non-infringing Deliverable(s) at no additional charge to City; or (d) if none of the foregoing alternatives is reasonably available to Vendor, terminate this Agreement, and refund all amounts paid to Vendor by the City, subsequent to which termination City may seek any and all remedies available to City under law. **VENDOR'S OBLIGATIONS HEREUNDER SHALL BE SECURED BY THE REQUISITE INSURANCE COVERAGE AND AMOUNTS SET FORTH IN SECTION 10 OF THIS AGREEMENT.**

9. **No Debt.** In compliance with Article 11 § 5 of the Texas Constitution, it is understood and agreed that all obligations of City hereunder are subject to the availability of funds. If such funds are not appropriated or become unavailable, City shall have the right to terminate the Agreement except for those portions of funds which have been appropriated prior to termination.

10. **Confidential Information.** City is a government entity under the laws of the State of Texas and all documents held or maintained by City are subject to disclosure under the Texas Public Information Act. To the extent the Agreement requires that City maintain records in violation of the Act, City hereby objects to such provisions and such provisions are hereby deleted from the Agreement and shall have no force or effect. In the event there is a request for information marked Confidential or Proprietary, City shall promptly notify Vendor. It will be the responsibility

of Vendor to submit reasons objecting to disclosure. A determination on whether such reasons are sufficient will not be decided by City, but by the Office of the Attorney General of the State of Texas or by a court of competent jurisdiction.

11. Addendum Controlling. If any provisions of the attached Agreement, conflict with the terms herein, are prohibited by applicable law, conflict with any applicable rule, regulation or ordinance of City, the terms in this Addendum shall control.

12. Immigration Nationality Act. Vendor shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, Vendor shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Vendor shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Vendor employee who is not legally eligible to perform such services. **VENDOR SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY VENDOR, VENDOR'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** City, upon written notice to Vendor, shall have the right to immediately terminate this Agreement for violations of this provision by Vendor.

13. No Boycott of Israel. If Vendor has fewer than 10 employees or this Agreement is for less than \$100,000, this section does not apply. Vendor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. By signing this contract, Vendor certifies that Vendor's signature provides written verification to the City that Vendor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

14. Prohibition on Boycotting Energy Companies. Vendor acknowledges that in accordance with Chapter 2274 of the Texas Government Code (as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2), the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more, which will be paid wholly or partly from public funds of the City, with a company (with 10 or more full-time employees) unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code (as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2). To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Vendor certifies that Vendor's signature provides written verification to the City that Vendor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.

15. Prohibition on Discrimination Against Firearm and Ammunition Industries. Vendor acknowledges that except as otherwise provided by Chapter 2274 of the Texas Government Code (as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1), the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more which will be paid wholly or partly from public funds of the City, with a company (with 10 or more full-time employees) unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate,” “firearm entity” and “firearm trade association” have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code (as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1). To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Vendor certifies that Vendor’s signature provides written verification to the City that Vendor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

16. Right to Audit. Vendor agrees that City shall, until the expiration of three (3) years after final payment under the Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Vendor involving transactions relating to the Agreement. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

*(signature page follows)*

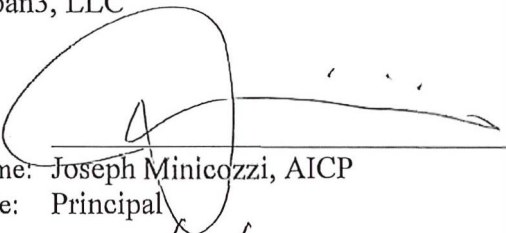
ACCEPTED AND AGREED:

CITY:

|   |  |
|---|--|
| <p><b>City of Fort Worth</b></p> <p>By: <u></u><br/>Name: Fernando Costa<br/>Title: Assistant City Manager</p> <p>Date: <u>Dec 14, 2022</u></p> <p><b>Approval Recommended:</b></p> <p>By: <u></u><br/>Name: Christina Brooks<br/>Title: Chief Equity Officer</p> <p><b>Attest:</b></p> <p>By: <u></u><br/>Name: Jannette S. Goodall<br/>Title: City Secretary</p> | <p><b>Contract Compliance Manager:</b><br/>By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: <u></u><br/>Name: Christina Brooks<br/>Title: Chief Equity Officer</p> <p><b>Approved as to Form and Legality:</b></p> <p>By: <u></u><br/>Name: John B. Strong<br/>Title: Assistant City Attorney</p> <p><b>Contract Authorization:</b><br/>M&amp;C: <u>22-0816</u></p> |
|---|--|

VENDOR:

Urban3, LLC

By:   
Name: Joseph Minicozzi, AICP  
Title: Principal

Date: 10/18/22



# CITY COUNCIL AGENDA

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|                 |   |                       |               |                        |                               |
|-----------------|---|-----------------------|---------------|------------------------|-------------------------------|
| <b>DATE:</b>    | 10/11/2022  | <b>REFERENCE NO.:</b> | **M&C 22-0816 | <b>LOG NAME:</b>       | 08FINANCIAL EQUITY CONSULTANT |
| <b>CODE:</b>    | C   | <b>TYPE:</b>          | CONSENT       | <b>PUBLIC HEARING:</b> | NO                            |
| <b>SUBJECT:</b> | (ALL) Authorize Execution of a Professional Services Agreement with Urban3, LLC in the Amount Not to Exceed \$405,066.00 for Consultation Services Related to the Development of a Financial Equity Analysis Tool |                       |               |                        |                               |

**RECOMMENDATION:**

It is recommended that the City Council authorize the execution of a professional services agreement with Urban3, LLC in an amount not to exceed \$405,066.00 for consultant services with the City's Department of Diversity & Inclusion to develop and implement a Financial Equity Analysis Tool that will assist city officials in making fiscally sound and equitable decisions about infrastructure improvements and land-use.

**DISCUSSION:**

The City of Fort Worth has demonstrated a substantial commitment to innovation in fiscal accountability while increasing municipal equity and resiliency through data-driven decision-making and community engagement. The City's commitment is evidenced by combining the framework developed for analyzing equity in municipal service delivery from the Diversity and Inclusion Department with the focus within Planning and Data Analytics to tie long-range planning and key performance indicators to resource allocation through the Capital Improvement Plan and budget development process. The goal of combining fiscal accountability and equity work is to create and maintain a more sustainable and equitably prosperous community for all.

Urban3, LLC is uniquely positioned to heighten the City's level of financial intelligence, equity, and innovation by building on the work of the City's existing key performance indicators for service delivery, the established framework for assessing equity in service delivery while strengthening the City's ability to proactively study land value economics, property and retail tax analysis, and equitable, financially sustainable community design and smarter growth.

Urban3, LLC's staff of geoaccountants and tax system experts have conducted analyses in over 160 communities and 35 states in the United States, as well as communities in New Zealand, Canada, and Australia. They demystify tax codes, government jargon, and municipal finance data, allowing communities to clearly understand the economic impact of development. To aid in the City's existing efforts, Urban3, LLC will work with the City's Department of Diversity & Inclusion and the Planning and Data Analytics Department to develop and implement a financial equity tool by:

**ESTABLISHING BASELINE ANALYSIS FOR VALUE PER ACRE AND EQUITY IN ASSESSMENT REVENUE ANALYSIS**

In order to commence the economic analysis for Fort Worth, the Urban3 team will work with City staff to gather all necessary property assessment and parcel data from various City departments, as well as the Tarrant County Assessor and the assessors from Denton, Parker, Johnson, and Wise Counties. In addition, Urban3 will work with the appropriate departments to collect any other data applying to geospatially related revenue streams. This process may include organizing, cleaning, and translating the data across many formats to ensure these various revenue streams can be analyzed on an apples-to-apples basis. This data set and subsequent model will provide the platform upon which all additional analyses will be layered.

**CREATING THE FORT WORTH 3D MODEL**

After the parcel and sales tax data is processed and all errors are corrected, Urban3 will prepare 3D visualizations that provide a new way of seeing Fort Worth-in which fiscal efficiency, or inefficiency, is

immediately apparent.

### **BUILDING THE FORT WORTH COMMUNITY'S ECONOMIC STORY**

Upon completing the data processing and analysis, Urban3 will storyboard all findings, conducting a deep dive into all of the data outputs. Urban3 will create a holistic economic story for the City, evaluating the impacts on the City's future municipal finances of potential investments or incentives in identified areas within land-use and infrastructure departments including *Transportation and Public Works, Water, Development Services, Information Technology Solutions* and supported by analysis departments of Diversity and Inclusion, Planning and Data Analytics, and the City Managers Office.

Urban3 will use a sample of both common and unique types of development in the region at a variety of scales to demonstrate the tax generation potency of different types of buildings and uses. These will be used as an educational tool to inform policymakers, City staff, and the public.

### **ESTABLISHING A FRAMEWORK TO PLAN FOR FORT WORTH'S FUTURE FINANCIAL HEALTH**

The results of Urban3's analysis for the City will clearly demonstrate the economic potency of different areas within Fort Worth and the region. Because of the scale of the analysis, the City will be able to see the economic effects of infill and mixed-use projects within the same market. Fort Worth can utilize the findings from the study to inform potential adjustments to public policy to maximize the City's fiscal productivity.

Through Urban3's analysis, the City will glean information about the development patterns across the community, leading to stronger decision-making based on the public's return on investment. This approach will provide transparency regarding the actual cost of growth and resulting long-term obligations, while informing decisions that create an equitable, healthy, sustainable fiscal future for Fort Worth.

### **EQUITY IN PROPERTY ASSESSMENT ANALYSIS**

Urban3's research, along with emerging national evidence, suggests that there are long-standing racial inequities in property tax administration that place unfair financial burdens on low income residents and communities of color. These disparities may have cascading impacts on housing affordability, gentrification, displacement, household economics, and may ultimately become a driver of community health disparities.

Building upon the Revenue Analysis, Urban3 will examine state and local tax policies and practices for evidence of systemic algorithmic and human biases.

### **Social, Economic, and Demographic Focus**

Urban3 will provide City staff, officials, and citizens with a comprehensive suite of socio-demographic characteristics neighborhood by neighborhood, to compare with fiscal characteristics of neighborhoods and districts, and evaluate the way civic systems are built today. Enabling a better understanding of intended and unintended consequences and the policies-that may cause or alter current outcomes. After assembling all data, Urban3 will test for patterns and insights.

#### Characteristics to Evaluate

- Household income
- Median home value
- Education (Bachelor's degree and higher)
- Use of City Prosperity Index (CPI) Dimensions and Indicators
- Healthcare cost per capita
- Households with broadband internet access
- Owner-occupied, renter-occupied, vacant housing units
- Population density
- Employment (civilian workforce)
- Building permits

### **TRAINING CITY STAFF TO REPLICATE AND REFRESH ANALYSIS MODELS**

Urban3 will train city staff in the creation and maintenance of the data and communication tools generated by this initial analysis.

### **SHARING THE ANALYSIS**



Urban3's analysis will assist the City staff with developing policy recommendations to the City Council, City Plan Commission, and other land use-related commissions. Urban3 will work with elected and appointed officials to educate them in cumulative economic thinking, allowing City leaders to fully understand the true costs of development in a visual way as they make policy decisions. In addition, Urban3 will present the resulting final models to the broader community to inform their understanding of the true costs of development and maintenance, and its relationship to taxation.

**TIMELINE FOR DELIVERABLES**

| <b>DELIVERABLE</b>   | <b>DATE</b>              |
|--|--------------------------|
| Data Transfer and Follow Up Questions  | October 2022             |
| Historical and Current Parcel Model Drafts   | January 2023             |
| Baseline Visual Review   | February 2023            |
| Equity in Assessment and Draft Review  | March 2023               |
| Complement Analyses Including Ownership, Redlining, Comparative Analyses, and Social, Economic, and Demographic Focus Draft Review | March 2023               |
| Full review  | April 2023               |
| Public Presentations   | May 2023                 |
| Training   | October 2022 – June 2023 |
| Return Data and Model Transfer   | June 2023                |

**FISCAL INFORMATION/CERTIFICATION:**

The Director of Finance certifies that upon the approval of the recommendation, funds are available in the current operating budget, as previously appropriated, in the General Fund. Prior to any expenditure being incurred, the Diversity & Inclusion Department has the responsibility to validate the availability of funds.

**TO**

| <b>Fund</b> | <b>Department ID</b> | <b>Account</b> | <b>Project ID</b> | <b>Program</b> | <b>Activity</b> | <b>Budget Year</b> | <b>Reference # (Chartfield 2)</b> | <b>Amount</b> |
|-------------|----------------------|----------------|-------------------|----------------|-----------------|--------------------|-----------------------------------|---------------|
|             |                      |                |                   |                |                 |                    |                                   |               |

**FROM**

| <b>Fund</b> | <b>Department ID</b> | <b>Account</b> | <b>Project ID</b> | <b>Program</b> | <b>Activity</b> | <b>Budget Year</b> | <b>Reference # (Chartfield 2)</b> | <b>Amount</b> |
|-------------|----------------------|----------------|-------------------|----------------|-----------------|--------------------|-----------------------------------|---------------|
|             |                      |                |                   |                |                 |                    |                                   |               |

**Submitted for City Manager's Office by:** Fernando Costa (6122)

**Originating Department Head:** Christina A. Brooks (8988)

**Additional Information Contact:** Christina Brooks (8988)

**ATTACHMENTS**

[U3 Fort Worth Form 1295.pdf](#) (CFW Internal)

# URBAN3

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT is made and entered into as of November 16, 2022 between the City of Fort Worth ("Client") and Urban3, LLC ("Consultant").

### RECITALS

- A. The Client desires to engage Consultant to provide certain services and Consultant desires to provide those services and to be compensated accordingly.
- B. The Client and Consultant enter into this Agreement in order to memorialize the terms of Consultant's performance of the services and the Client's obligations with respect thereto.
- C. In consideration of the foregoing recitals and the mutual agreements set forth, the Client and Consultant covenant and agree as follows:

### AGREEMENT

1. Appointment. The Client appoints Consultant as an independent contractor to perform the services described in Exhibit "A," "Scope of Services" attached. Consultant accepts such appointments on the terms and conditions set forth within this agreement.

Neither party may vary scope of services described in Exhibit "A" except as expressly agreed to in writing by the other party. The budgets for direct labor and expenses are based on the services described in Exhibit "A." Any modification of the scope of services may affect direct labor costs and project expenses.

2. Performance of Consulting Services. Consultant shall perform the services in a diligent, competent, timely and professional manner.

3. Consulting Fee; Payment.

The Client shall pay Consultant a fee for the services provided, which fee is described in Exhibit "B," "Description of Compensation," attached.

Upon receipt of Consultant's invoice, Client shall notify Consultant if it has any exceptions to Consultant's invoice. When Consultant and Client are in agreement on the terms of Consultant's invoice, Client shall submit the invoice for payment. The Client shall pay the Consultant within thirty (30) days of receiving invoice.

Nothing contained in the preceding paragraph shall require Client to pay for any work which is unsatisfactory as determined by Client or which is not submitted in compliance with the terms of this Agreement. Client shall not be required to make any payment to Consultant when Consultant is in default under this Agreement, nor shall this paragraph constitute a waiver of any right, at law or equity, which Client may have if Consultant is in default, including the right to bring legal action for damages or to force specific performance of this agreement.

Should any of Consultant's services not conform to the requirements of this Agreement, Client shall give written notification to Consultant; thereafter, Consultant shall either (a) promptly re-perform such services to the Client's satisfaction at no additional charge; or (b) promptly refund the portion of the fees paid with respect to such service. Exercise of this provision shall not be deemed to be a waiver of rights or remedies of each party.

4. Terms. The term of this Agreement shall commence and Consultant's duties and responsibilities under this Agreement shall begin as of the date first written above and shall continue, subject to earlier termination as provided herein, until the date indicated on Exhibit "B" Timeline, unless the timeline is modified by the agreement of the parties.

This agreement may be terminated at any time by either party for good cause.

5. Excuse of Performance. Consultant's obligation to perform the services specified in this contract shall be excused if the performance is prevented or substantially delayed due to circumstances caused exclusively by others and not by Consultant, including any such circumstances caused by the Client.

6. Independent Contractor. It is the intent of the parties that Consultant is and shall remain an independent contractor, and Consultant shall (i) comply in all material respects with all the laws, rules, ordinances, regulations and restrictions applicable to the services, and (ii) pay all federal and state taxes applicable to Consultant, whether levied under existing or subsequently enacted laws, rules or regulations. The parties hereto do not intend to create an employer-employee or master-servant relationship of any kind.

7. Workers' Compensation. Consultant agrees to provide Workers' Compensation insurance for Consultant's employees and agents to the extent required by law, and agrees to hold harmless and indemnify the Client for any and all claims arising out of injury, disability, or death of Consultant's employees or agents.

8. Assignment. This Agreement shall not be assigned or transferred by Consultant in whole or in part without the prior written consent of the Client, and any such purported assignment without such prior written consent shall be void. No subcontract shall be made without written approval of the Client. If Consultant shall cause any part of the project to be performed by a subcontractor, the provisions of this contract shall apply to such sub-contractor, and Consultant shall be liable hereunder for all acts and negligence of the subcontractor.

9. Property Rights. Ownership of any designs, plans, maps, reports, specifications, drawings, and other information or items produced by Consultant while performing services under this Agreement will be joint between consultant and Client, as will any copyrights, patents, or trademarks obtained by Consultant while performing services under this Agreement and may be used individually by either Consultant or Client.

The original of all reports, memoranda, studies, plans, specifications, drawings, materials, exhibits, maps or other similar or related final deliverables prepared by Consultant in the performance of the services for the Client shall be the property of Consultant and Client and may be used individually by either.

Consultant shall have the right to retain and utilize copies of all work it produces on the Project for citation and dissemination in the Consultant's resume, brochures and other generally recognized forms of professional public relations.

10. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered if personally delivered or sent via electronic mail, or three (3) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, and shall be addressed as follows:

To Client:  
City of Fort Worth  
200 Texas St.  
Fort Worth, TX 76102  
682-225-2561  
christina.brooks@fortworthtexas.gov

To Consultant:  
Joseph Minicozzi, AICP  
Principal  
Urban 3, LLC  
2 Vanderbilt Place  
Asheville, NC 28801  
828-301-8073 cell  
828-255-7951x208  
joe@urban-three.com

Either party may change its address by giving written notice thereof to the other party.

11. Arbitration and Attorney's Fees. The party prevailing in any action at law or in equity necessary to enforce or interpret the terms of this Agreement shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

12. No Discrimination. Consultant certifies and agrees that she/he will not discriminate against any employee, volunteer, or applicant for employment because of race, or, religion, national origin, ancestry, sex, age, sexual orientation, handicap, color or AIDS, in accordance with requirements of local, state, and federal law. Contractor shall take affirmative action to assure the qualified applicants are employed, and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, handicap, or AIDS. Consultant shall comply with all local, state, and federal posting and certification requirements.

13. Governing Law. This Agreement shall be governed by the laws of the State of Illinois.

14. Entire Agreement; Amendments. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

15. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

16. Severability. If any paragraph, section, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

17. Waiver. The waiver of any breach of any provision hereunder by any party hereto shall not be deemed to be a waiver of any preceding or subsequent breach hereunder.

18. Successors and Assigns. Subject to the provisions of Section 8, this Agreement shall be binding upon and insure to the benefit of the respective successors and assigns of the parties hereto.

19. Warranty of Authority. Each of the undersigned warrants that he/she has authority on behalf of his or her principal to execute this agreement.

DATED: November 28, 2022



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Joseph Minicozzi, AICP, Principal, URBAN3

DATED: Dec 15, 2022



[Jannette S. Goodall \(Dec 15, 2022 08:06 CST\)](#)

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By: Fernando Costa, Assistant City Manager

Client Representative

# Exhibit "A" Scope of Services

## Revenue, Equity, & Cost Analysis

### Baseline Analysis

#### Phase 1: Value Per Acre And Equity In Assessment Revenue Analysis

##### PROCESS

In order to commence our economic analysis for Fort Worth, the Urban3 team will work with your staff to gather all necessary property assessment and parcel data from various City departments, as well as the Tarrant County Assessor and the assessors from Denton, Parker, Johnson, and Wise Counties. In addition, Urban3 will work with the appropriate departments to collect any other data applying to geospatially related revenue streams. This process may include organizing, cleaning and translating the data across many formats, to ensure we can analyze these various revenue streams on an apples-to-apples basis. This data set and subsequent model will provide the platform upon which all additional analyses will be layered.

Urban3's analytic method focuses on normalizing tax values on a per-acre basis. Our core process is broken into two phases. First, parcel data with ownership, tax values, exemptions, and building information is cataloged and processed. Many times, there are anomalies in Tax Assessor's files that misrepresent acreage amounts or allocate tax values across multiple semi-related parcels. Our team will dedicate time to correcting and synthesizing different tax parcel data for the City.

##### CREATING YOUR 3D MODEL

After the parcel and sales tax data is processed and all errors are corrected, Urban3 will move on to visualizing the information. Our visuals are a new way of seeing the world in which fiscal efficiency—or inefficiency—is immediately apparent. While we use a variety of visual techniques, our primary method for displaying value per acre and revenue metrics is with ESRI's ArcScene. ArcScene's ability to create 3D representations of land value, tax value, and value per acre trends in vertical "spikes" allows us to clearly display a huge amount of information. Market variability and inequitable tax valuations, and of course, value per acre efficiency across the City will be easily displayed in 3D using ArcScene. Also, tax millage rates will be applied to parcel data to show the amount of taxes each development or area actually pays, versus its assessed tax value.

##### BUILDING YOUR COMMUNITY'S ECONOMIC STORY

Following the data processing and analysis, our analysts work with Mr. Minicozzi to storyboard all findings. Over a period of days, our staff conducts a deep dive into all of the data outputs. From this, we will create a holistic economic story for the City, as well as the impacts of potential investment or incentives in identified areas, upon the City's future municipal finances.

Urban3 will use a sample of both common and unique types of development in the region at a variety of scales to demonstrate the tax potency of different types of buildings and uses. These will be used as an educational tool to inform both City staff and the public.

## OUTCOMES: HOW TO PLAN FOR YOUR COMMUNITY'S FUTURE FINANCIAL HEALTH

The results of our analysis for the City will clearly demonstrate the economic potency of the downtown areas within each municipality and the region. Because of the scale of the analysis, the City will be able to see the economic effects of infill and mixed-use projects within the same market. Your community can utilize the findings from the study to inform potential adjustments to public policy to maximize the City's fiscal productivity.

Through our analysis, the City will glean information about the development patterns across the community, leading to stronger decision-making based on the public's return on investment. It is sometimes assumed that budget problems can be solved by creating more growth, yet more growth in unproductive patterns—more cost than revenues—will only increase economic problems. What is needed is an approach that provides transparency regarding the cost of growth and long-term obligations to create a healthy, sustainable fiscal future for your community and the entire region.

## HOW WILL YOU SHARE THE ANALYSIS WITH OUR COMMUNITY?

The goal of our work is threefold. First, the analysis will assist the city staff with policy recommendations to council and planning commission or land use-related commissions. Second, Urban3 will work with elected and appointed officials to educate them in cumulative economic thinking, allowing them to understand the true costs of development in a visual way as they make policy decisions. Lastly, we will present our final models to the broader community to inform their understanding of the true costs of development and maintenance, and the relationship to taxation.

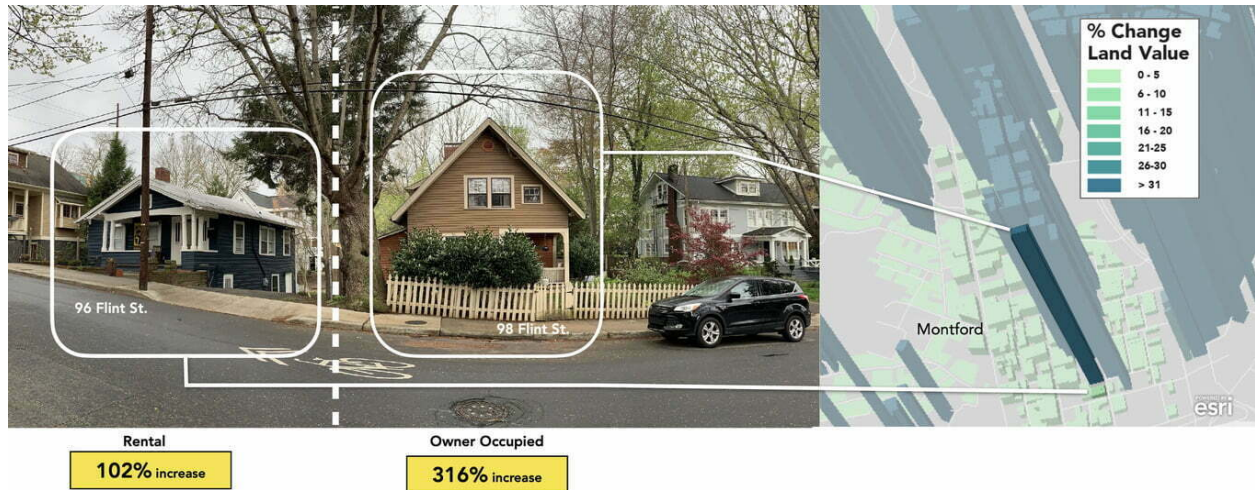
At the beginning phases of the project, Joe Minicozzi will visit Fort Worth and share examples of our approach with council and staff. At the conclusion of the project, Joe Minicozzi will visit Fort Worth again, and deliver the results of the analysis. We will rely on your staff to help coordinate and market any presentations. Mr. Minicozzi can also conduct workshops with staff and any stakeholders.

## EQUITY IN PROPERTY ASSESSMENT ANALYSIS

Our research, along with emerging national evidence, suggests that there are long-standing racial inequities in property tax administration that place unfair financial burdens on low income residents and communities of color. These disparities may have cascading impacts on housing affordability, gentrification, displacement, household economics, and may ultimately become a driver of community health disparities.



Building upon the Revenue Analysis, we propose to interrogate state and local tax policies and practices for evidence of systemic algorithmic and human biases. Algorithmic biases result from discrepancies and deficiencies in the math used to assign taxable values to buildings and land. Since 'value' is subjective, whereby people use discretion, interpretation, and judgment to determine how much and what is prioritized in every market, the valuation process is subject to human bias. Left unchecked, our work shows that these biases exacerbate existing racial and economic inequities.



Land Value Change for Single Family Residential (2020-2021) in Buncombe County, NC

Our ultimate outcome of interest is broad understanding enabling bold and transformative change in the public policies and standards of practice that govern property tax administration. By sharing the findings of our work with elected officials and voters, our hope would be to visualize the extent of the potential bias in Tarrant County's approach to assessment, and make recommendations for policy change based on our findings.

### DELIVERABLES:

- Visualization of the relative economic potency of land uses in the City using both 2D and 3D graphics, including both property and sales tax revenue streams, across the 4 primary counties overlapping with the City of Fort Worth
- The delivery of those models, including a full map package, to all relevant City departments
- An isolated analysis of striking land use patterns within your community
- Analysis of statewide and local tax systems and creation of graphics to share this information in an easy to understand format with citizens
- An analysis of the taxable vs. nontaxable land in the City
- Comparison of the economic potency of the downtown within the City and within the County as a ratio

- Comparative analysis of economic potency of different housing typologies, both single family and mixed use
- Comparative analysis of commercial properties by type and their economic potency
- Comparing economic productivity of similar property types city-wide
- Analysis and visualization of property value and tax base over time in Tarrant county (four unique points in time from the most recent assessment to as far back as the data allows) and one estimation from early city history
- Analysis of separated land and building values throughout the city
- Visualization of ownership distribution between onsite, regional, and distant on a parcel by parcel basis. Enriched with Secretary of State listings of corporate ownership.
- Visualization and analysis of the historic impacts of redlining on revenues in the City's neighborhoods (data provided by client)
- An analysis of the inequities within the property assessment and tax system, and their impacts on communities of color and communities of low wealth city-wide
- Public Education Sessions, including presentations of the models and powerpoint to your community, audiences determined by staff (two days, up to six presentations)
- A final report, which will contain graphics created as part of your analysis and an executive level narrative to complement the graphics
- Complete map packages of the analysis, which can be updated in an ongoing manner internally
- Training local staff in the creation and maintenance of the data and communication tools generated by this analysis

| Task                                 | Position     | Total | Total    |
|--------------------------------------|--------------|-------|----------|
| Existing Conditions & Research       | Lead Analyst |       | \$7,200  |
|                                      | Principal    |       | \$3,300  |
| Virtual Site Visit                   | Analyst      |       | \$600    |
| Principal Site Visit (October 2022)  | Principal    |       | \$8,580  |
| Model Processing                     | Analyst      |       | \$52,500 |
|                                      | Lead Analyst |       | \$6,300  |
| Economic Analysis & Graphic Creation | Analyst      |       | \$4,800  |
|                                      | Lead Analyst |       | \$5,760  |
|                                      | Principal    |       | \$660    |
| Equity in Revenue Production         | Analyst      |       | \$9,000  |
|                                      | Lead Analyst |       | \$12,240 |
|                                      | Principal    |       | \$1,320  |

|  |                  |  |                  |
|--|------------------|--|------------------|
| Storyboarding  | Analyst          |  | \$900            |
|  | Lead Analyst     |  | \$1,080          |
|  | Principal        |  | \$1,980          |
| Final Presentation Prep  | Principal        |  | \$3,300          |
|  | Analyst          |  | \$12,000         |
| Final Presentations  | Principal        |  | \$9,240          |
| Training & Handoff   | Lead Analyst     |  | \$15,120         |
| Project Management   | Lead Analyst     |  | \$5,760          |
| Administrative   | Administrative   |  | \$720            |
|  | <b>SUBTOTAL</b>  |  | <b>\$162,360</b> |
| * Expenses are estimates based on standard GSA rates and include food, lodging, and auto/airline travel costs. Included is \$1,200 for business ownership listing from the Secretary of State. | <b>Expenses*</b> |  | <b>\$7,800</b>   |
|  | <b>TOTAL</b>     |  | <b>\$170,160</b> |

**Social, Economic, and Demographic Focus**

Providing the city staff, officials, and citizens with a comprehensive suite of socio-demographic characteristics neighborhood by neighborhood, to compare with fiscal characteristics of neighborhoods and districts, and evaluate the way civic systems are built today. Enabling a better understanding of intended and unintended consequences and the policy that may cause or alter current outcomes. After assembling all data, significant time is proposed to test for patterns and insights.

**Characteristics to Evaluate**

- Household income
- Median home value
- Education (Bachelor’s degree and higher)
- Use of City Prosperity Index (CPI) Dimensions and Indicators
- Healthcare cost per capita
- Households with broadband internet access
- Owner-occupied, renter-occupied, vacant housing units
- Population density
- Employment (civilian workforce)
- Building permits

| Task   | Position       |  | Total    |
|--|----------------|--|----------|
| Existing Conditions & Research   | Analyst        |  | \$2,400  |
|  | Lead Analyst   |  | \$720    |
| Model Processing & Analyzing   | Analyst        |  | \$9,600  |
|  | Lead Analyst   |  | \$2,880  |
| Economic Analysis & Graphic Creation   | Analyst        |  | \$600    |
|  | Lead Analyst   |  | \$720    |
|  | Principal      |  | \$660    |
| Equity Implications Analysis   | Analyst        |  | \$1,200  |
|  | Lead Analyst   |  | \$720    |
|  | Principal      |  | \$660    |
| Storyboarding  | Analyst        |  | \$1,800  |
|  | Lead Analyst   |  | \$2,160  |
|  | Principal      |  | \$1,980  |
| Final Presentation Prep  | Principal      |  | \$660    |
|  | Analyst        |  | \$3,600  |
| Final Presentations  | Principal      |  | \$1,320  |
| Training & Handoff   | Lead Analyst   |  | \$1,080  |
| Project Management   | Lead Analyst   |  | \$2,160  |
| Administrative   | Administrative |  | \$432    |
| * Expenses are estimates based on standard GSA rates and include food, lodging, and auto/airline travel costs. | Expenses*      |  | \$0      |
|  | TOTAL          |  | \$35,352 |

### Project Schedule

All scheduling is based on expected Urban3 working hours, converted to calendar time, with reasonable communication, data transfer, holiday delay, and review processes allocated throughout. Assuming a start date of December 1st 2022, the following milestones are achievable barring major delay:

Data transfer and follow up questions: December 2022

Historical and current parcel model drafts: January & Feb 2023

Departmental Revenue and Cost distribution: Feb & March

Baseline visual review: Mid March

Equity in assessment draft review: Late April

Complement analyses initial draft ( including Ownership, Redlining, Comparative Analyses, and Social, Economic, and Demographic Focus) & Equity and Departmental focus 2nd draft reviews: Early May

Full review: Mid/Late May

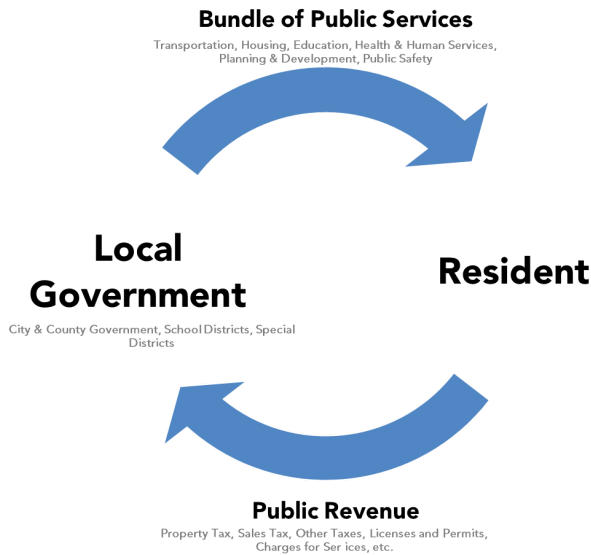
Public Presentations: June

Training and return data transfer: June & July

## PHASE 2: Equity in Public Service Delivery and Funding Production

Urban3 approaches our work from an equity framework that acknowledges there are two essential and interrelated functions for any local government. The first is to deliver a bundle of public services to residents; the second is to collect public revenue to fund the operation and administration of local government. Within either of these essential functions, there exist potentials for inequity to emerge and/ or persist.

**URBAN3** Urban3 Equity Framework  
Conceptual Diagram



**Sources Inequality**

Inequality relating to differential service provision

Inequality on the payment side of the social bargain

**Potential Source of Inequity: Differential Service Provision**

All local governments have a responsibility to deliver a bundle of essential public services. Often these services include some combination of education, health and human services, transportation, public safety, economic development, planning and arts & culture. Achieving equity in the delivery of these services requires that all residents are provided with public services commensurate with their need. Any gradients in public service delivery— where some community members receive a surplus of services, while some remain underserved— may be a factor contributing to inequity.

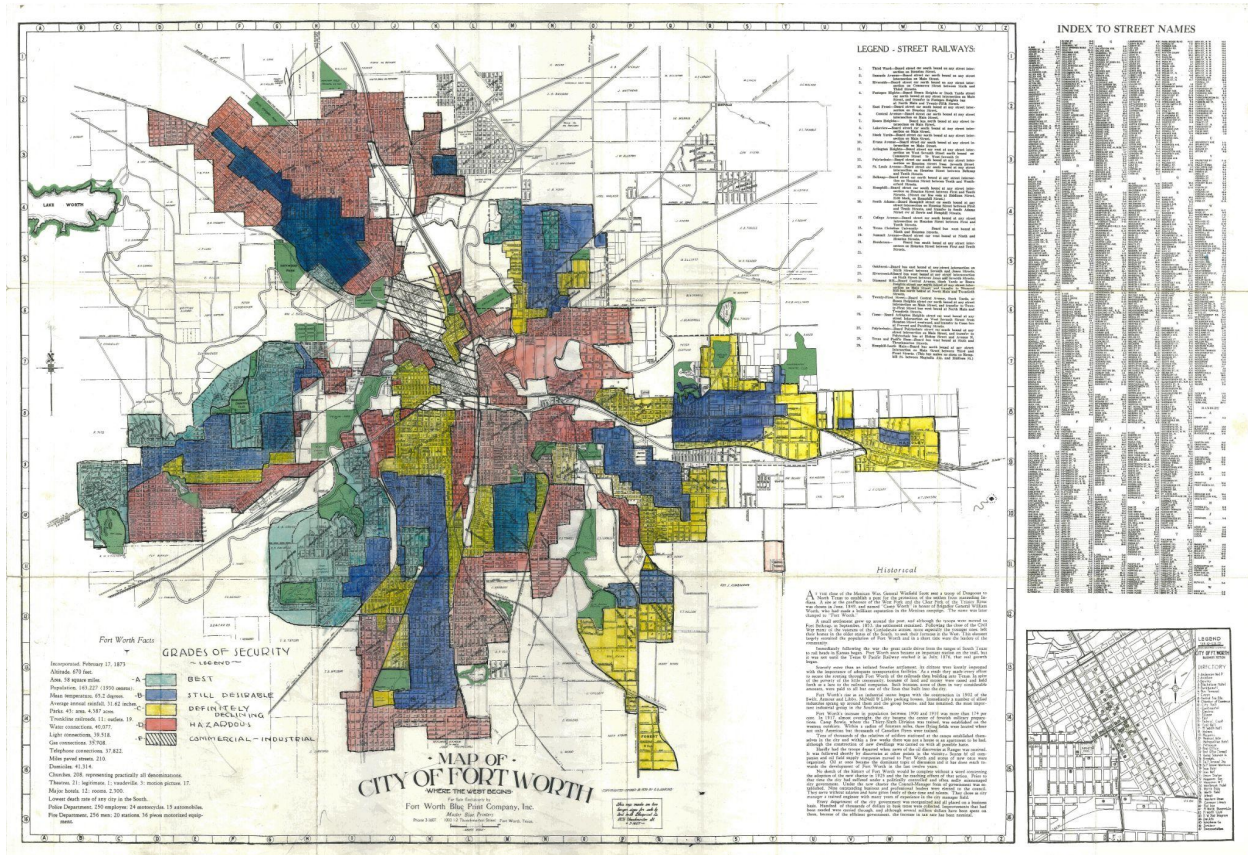
From this perspective, Urban3 will evaluate the General and Fund activities, including public safety, parks, neighborhood services, economic development, property management, transportation and public works, planning, development, public libraries, and general management of the city. This evaluation will help uncover patterns in the accessibility, quality, and equity of public service delivery according to the race/ethnicity, age, gender, employment status, and income of the residents of the City of Fort Worth, Texas.

**Potential Source of Inequity: Revenue Production**

A truism about local government is that someone has to pay for it. Property taxes (28%), sales tax (13%), and charges for services (34%) represent a majority (74% in total) of the sources of revenue for the City’s General Fund. Through these channels, City of Fort Worth community members fund local government with the expectation they will receive the benefits of public services in return. The City of Fort Worth and the State of Texas have many policies and

practices in place to ensure that revenue production for local governments is administered in a fair and equitable manner. However, unless the revenue production is interrogated specifically from an equity perspective, it is possible for subtle, even inadvertent outcomes to place a disparate burden on those least able to withstand it.

From this perspective, Urban3 will evaluate the primary sources of revenue production for the City. Current methods of revenue production will be contextualized within the broader legacy of historic practices and policies that impact current fiscal realities for the City (for example the long-term financial implications of redlining).



**Above:** A map of neighborhoods that were redlined in the City of Fort Worth. Historic policies of redlining have current impacts on neighborhood and economic development.

## Composite Model

*Who pays for and who benefits from the public services provided by the City of Fort Worth, TX?*

Urban3 will produce a composite model of revenue production and service delivery for the identified departments in the City. This composite model will identify patterns of revenue production— specifically whether revenue production channels may be placing unfair financial burden on any community members— in relation to service delivery, focusing on whether any

community members are over-/ under- served. Taken together, the composite model will identify opportunities to advance equity in the revenue production and service delivery of the City of Fort Worth.

### Transportation and Public Works (TPW) - Transportation Focus

Transportation and Public Works is responsible for keeping the city moving on all the roadways, paths, and sidewalks that make everyday life possible. With a capital plan and digital model of the roadway system existing now, the department is kept busy carrying out repairs and improvements. The next step is to take a step back, and consider the very real, but very long term, commitment it is to maintain all of the city streets in decent condition, endlessly. This lifecycle analysis can reveal how impending needs can be met with existing levels of funding, or what would be needed to maintain road condition continually. Then, both the funding and spending alternatives can be compared on a map to the locations of various populations and indicators to test for equitable distribution of collecting funding and providing service.

**Available Data Sets:** Full roads with condition, complete planimetrics, mapped future spending, road origin date, Viewworks inventory

**Existing Plans to examine:** Active Transportation Plan, Thoroughfare Plan, Capital Plan, Asset Management Report

**Equity Analysis:** Application of Equity in Service Delivery and Funding framework to TPW specific revenues and expenses

**Other Analyses:**

- Roads lifecycle needs and annual cost of keeping up
- Current roads condition and fiscal gap to be in desired condition

| Task                                  | Position     |  | Total   |
|---------------------------------------|--------------|--|---------|
| Data Collection & Existing Conditions | Analyst      |  | \$1,200 |
|                                       | Principal    |  | \$330   |
| Virtual Site Visit                    | Analyst      |  | \$300   |
| Model Processing                      | Analyst      |  | \$3,600 |
| Model Analytics                       | Analyst      |  | \$3,600 |
| Economic Analysis & Graphic Creation  | Analyst      |  | \$1,200 |
|                                       | Lead Analyst |  | \$540   |
|                                       | Principal    |  | \$330   |
| Equity in Assessment Analysis         | Analyst      |  | \$150   |
|                                       | Lead Analyst |  | \$180   |



|  |                         |           |          |
|--|-------------------------|-----------|----------|
|  | Principal               |           | \$330    |
| Storyboarding  | Analyst                 |           | \$300    |
|  | Lead Analyst            |           | \$360    |
|  | Principal               |           | \$660    |
| Presentation Preparation   | Principal               |           | \$660    |
|  | Analyst                 |           | \$2,400  |
| Department Presentation  | Principal               |           | \$990    |
| Training & Handoff   | Analyst                 |           | \$600    |
| Project Management   | Project Manager/Planner |           | \$1,520  |
| Administration   | Administrative          |           | \$144    |
| * Expenses are estimates based on standard GSA rates and include food, lodging, and auto/airline travel costs. |                         | Expenses* | \$0      |
|  |                         | TOTAL     | \$19,394 |

### Stormwater

**Existing Data Sets:** Full system gis data, Already future cost estimating parts of the system, stormwater fee in place

**Existing Plans to examine:** Master plan, Current Capital Plan

**Equity Analysis:** Application of Equity in Service Delivery and Funding framework to Stormwater specific revenues and expenses.

**Other Analyses:**

- Visualize future costs
- Demonstrate difference in planned vs emergency work costs and relate to the spending level and resulting condition curve that drive planned vs emergency work
- Rethinking stormwater generation and fees examples
- Explain long term cost/risk of dams including private ones

| Task                                  | Position  |  | Total   |
|---------------------------------------|-----------|--|---------|
| Data Collection & Existing Conditions | Analyst   |  | \$1,200 |
|                                       | Principal |  | \$330   |
| Virtual Site Visit                    | Analyst   |  | \$600   |

|  |                         |           |          |
|--|-------------------------|-----------|----------|
| Model Processing   | Analyst                 |           | \$3,600  |
| Model Analytics  | Analyst                 |           | \$3,600  |
| Economic Analysis & Graphic Creation   | Analyst                 |           | \$2,400  |
|  | Lead Analyst            |           | \$1,080  |
|  | Principal               |           | \$660    |
| Equitable Revenue Production & Service Delivery  | Analyst                 |           | \$3,000  |
|  | Lead Analyst            |           | \$2,160  |
|  | Principal               |           | \$2,640  |
| Storyboarding  | Analyst                 |           | \$450    |
|  | Lead Analyst            |           | \$540    |
|  | Principal               |           | \$990    |
| Presentation Preparation   | Principal               |           | \$990    |
|  | Analyst                 |           | \$3,600  |
| Department Presentation  | Principal               |           | \$1,320  |
| Training & Handoff   | Analyst                 |           | \$1,800  |
| Project Management   | Project Manager/Planner |           | \$3,040  |
| Administration   | Administrative          |           | \$432    |
| * Expenses are estimates based on standard GSA rates and include food, lodging, and auto/airline travel costs. |                         | Expenses* | \$0      |
|  |                         | TOTAL     | \$34,432 |

**Development Services**

Available Data Sets: Accella database system including: plats and permits

Existing Plans to examine: Planned Development is pdf based, linked from location

Equity Analysis: Application of Equity in Service Delivery and Funding framework to Development Services specific programs and spending

- Does proactive effort show expected results in issues when viewed over time

**Other Analyses:**

- History of annexation displayed through the current property value model
- Visualization of historic properties and tax abatements in context

- Visualization of corporate vs citizen led permits, and resulting additions to property value model
- “Ingredients of a city” focused overview

| Task   | Position                |           | Total    |
|--|-------------------------|-----------|----------|
| Data Collection & Existing Conditions  | Analyst                 |           | \$600    |
|  | Principal               |           | \$330    |
| Virtual Site Visit   | Analyst                 |           | \$300    |
| Model Processing   | Analyst                 |           | \$900    |
| Model Analytics  | Analyst                 |           | \$2,400  |
| Economic Analysis & Graphic Creation   | Analyst                 |           | \$1,800  |
|  | Lead Analyst            |           | \$720    |
|  | Principal               |           | \$660    |
| Equitable Revenue Production & Service Delivery  | Analyst                 |           | \$2,400  |
|  | Lead Analyst            |           | \$2,160  |
|  | Principal               |           | \$2,640  |
| Storyboarding  | Analyst                 |           | \$450    |
|  | Lead Analyst            |           | \$540    |
|  | Principal               |           | \$990    |
| Presentation Preparation   | Principal               |           | \$1,320  |
|  | Analyst                 |           | \$3,600  |
| Department Presentation  | Principal               |           | \$1,320  |
| Training & Handoff   | Analyst                 |           | \$1,800  |
| Project Management   | Project Manager/Planner |           | \$1,710  |
| Administration   | Administrative          |           | \$432    |
| * Expenses are estimates based on standard GSA rates and include food, lodging, and auto/airline travel costs. |                         | Expenses* | \$0      |
|  |                         | TOTAL     | \$27,072 |

## Planning and Data Analytics

**Available Data Sets:** Improved Land Use Parcels, Near Map planimetrics, potential to work with Fire data for units,

**Existing Plans to examine:**

**Equity Analysis:** Application of Equity in Service Delivery and Funding framework to Planning specific programs and spending

**Other Analyses:**

- Demonstration of land use and development patterns impacting the future of all the other city services
- Development characteristics of prevailing development types, including non monetary features
- Overview of combined revenue and cost findings mapped and expressed in terms of land use decisions
- Focused evaluation of Urban Villages

|   | Position     |  | Total   |
|---|--------------|--|---------|
| Data Collection & Existing Conditions           | Analyst      |  | \$300   |
|   | Principal    |  | \$330   |
| Virtual Site Visit                              | Analyst      |  | \$300   |
| Model Processing                                | Analyst      |  | \$150   |
| Model Analytics                                 | Analyst      |  | \$1,800 |
| Economic Analysis & Graphic Creation            | Analyst      |  | \$1,800 |
|   | Lead Analyst |  | \$720   |
|   | Principal    |  | \$660   |
| Equitable Revenue Production & Service Delivery | Analyst      |  | \$1,200 |
|   | Lead Analyst |  | \$720   |
|   | Principal    |  | \$1,320 |
| Storyboarding                                   | Analyst      |  | \$450   |
|   | Lead Analyst |  | \$540   |
|   | Principal    |  | \$990   |
| Presentation Preparation                        | Principal    |  | \$1,320 |
|   | Analyst      |  | \$3,000 |

|  |                         |           |          |
|--|-------------------------|-----------|----------|
| Department Presentation  | Principal               |           | \$1,320  |
| Training & Handoff   | Analyst                 |           | \$1,500  |
| Project Management   | Project Manager/Planner |           | \$1,710  |
| Administration   | Administrative          |           | \$432    |
| * Expenses are estimates based on standard GSA rates and include food, lodging, and auto/airline travel costs. |                         | Expenses* | \$0      |
|  |                         | TOTAL     | \$20,562 |

### Water and Sewer

**Available Data Sets:** Utility system detailed GIS, rates systems (tiered by consumption tiered)

**Existing Plans to Examine:** Rates Study, Current Capital Plan

**Equity Analysis:** Application of Equity in Service Delivery and Funding framework to Water and Sewer specific programs and spending

**Other Analyses:**

- Lifecycle cost of the system
- Quantifying benefits of remote meters in the short term and long term
- Comparison of geographically distributed costs and revenues

| Task                                  | Position     |  | Total   |
|---------------------------------------|--------------|--|---------|
| Data Collection & Existing Conditions | Analyst      |  | \$1,800 |
|                                       | Principal    |  | \$330   |
| Virtual Site Visit                    | Analyst      |  | \$600   |
| Model Processing                      | Analyst      |  | \$3,000 |
| Model Analytics                       | Analyst      |  | \$4,800 |
| Economic Analysis & Graphic Creation  | Analyst      |  | \$3,600 |
|                                       | Lead Analyst |  | \$1,440 |
|                                       | Principal    |  | \$660   |
| Equity in Assessment Analysis         | Analyst      |  | \$150   |
|                                       | Lead Analyst |  | \$180   |
|                                       | Principal    |  | \$330   |
| Storyboarding                         | Analyst      |  | \$600   |

|  |                         |           |          |
|--|-------------------------|-----------|----------|
|  | Lead Analyst            |           | \$720    |
|  | Principal               |           | \$1,320  |
| Presentation Preparation   | Principal               |           | \$990    |
|  | Analyst                 |           | \$4,800  |
| Department Presentation  | Principal               |           | \$990    |
| Training & Handoff   | Analyst                 |           | \$1,800  |
| Project Management   | Project Manager/Planner |           | \$2,280  |
| Administration   | Administrative          |           | \$288    |
| * Expenses are estimates based on standard GSA rates and include food, lodging, and auto/airline travel costs. |                         | Expenses* | \$0      |
|  |                         | TOTAL     | \$30,678 |

**IT Solutions**

**Existing Data Sets:** Current small cell WIFI program, plans for complete system (reminiscent of building the american rail system)

**Existing Plans to examine:** Current neighborhood interventions, open rfp for expanded service

**Equity Analysis:** Application of Equity in Service Delivery and Funding framework to Internet Technology specific programs and spending

**Other Analyses:**

- Existing service and potential scale of gap in service
- Evaluation of impact and importance of site positioning within the internet and data center network for large to small internet users/businesses and large to small infrastructure

| Task                                  | Position  |  | Total   |
|---------------------------------------|-----------|--|---------|
| Data Collection & Existing Conditions | Analyst   |  | \$2,400 |
|                                       | Principal |  | \$330   |
| Virtual Site Visit                    | Analyst   |  | \$300   |
| Model Processing                      | Analyst   |  | \$1,800 |
| Model Analytics                       | Analyst   |  | \$1,800 |
| Economic Analysis & Graphic Creation  | Analyst   |  | \$2,400 |

|  |                         |           |          |
|--|-------------------------|-----------|----------|
|  | Lead Analyst            |           | \$1,440  |
|  | Principal               |           | \$660    |
| Equitable Revenue Production & Service Delivery  | Analyst                 |           | \$1,200  |
|  | Lead Analyst            |           | \$1,440  |
|  | Principal               |           | \$1,320  |
| Storyboarding  | Analyst                 |           | \$750    |
|  | Lead Analyst            |           | \$900    |
|  | Principal               |           | \$1,650  |
| Presentation Preparation   | Principal               |           | \$1,650  |
|  | Analyst                 |           | \$3,600  |
| Department Presentation  | Principal               |           | \$1,320  |
| Training & Handoff   | Analyst                 |           | \$900    |
| Project Management   | Project Manager/Planner |           | \$2,280  |
| Administration   | Administrative          |           | \$288    |
| * Expenses are estimates based on standard GSA rates and include food, lodging, and auto/airline travel costs. |                         | Expenses* | \$0      |
|  |                         | TOTAL     | \$28,428 |

### Exhibit "B" Description of Compensation

Consultant fees will not exceed \$405,066 for performing the services of this contract, with billing by percentage task complete on a monthly basis. See details below for tasks and associated costs.

#### TOTAL PROJECT BUDGET

Below is a summary of the entire proposed budget, including Phase 1: Value Per Acre and Equity In Assessment and Revenue analyses citywide and through time, and Phase 2: Equity in Public Service Delivery and Funding Production for specific infrastructure and land use related

City departments. In the separate scope sections above in Exhibit A, this total budget is broken down by department-specific analyses.

| Task   | Position       |           | Total     |
|--|----------------|-----------|-----------|
| Existing Conditions & Research   | Lead Analyst   |           | \$19,080  |
|  | Principal      |           | \$6,600   |
| Virtual Site Visit   | Analyst        |           | \$3,000   |
| Model Processing   | Analyst        |           | \$75,150  |
|  | Lead Analyst   |           | \$30,780  |
| Economic Analysis & Graphic Creation   | Analyst        |           | \$18,600  |
|  | Lead Analyst   |           | \$12,420  |
|  | Principal      |           | \$4,950   |
| Equity in Assessment Analysis  | Analyst        |           | \$24,000  |
|  | Lead Analyst   |           | \$23,760  |
|  | Principal      |           | \$15,180  |
| Storyboarding  | Analyst        |           | \$6,000   |
|  | Lead Analyst   |           | \$7,200   |
|  | Principal      |           | \$11,220  |
| Final Presentation Prep  | Principal      |           | \$11,550  |
|  | Analyst        |           | \$40,200  |
| Final Presentations  | Principal      |           | \$27,060  |
| Training & Handoff   | Lead Analyst   |           | \$34,740  |
| Project Management   | Lead Analyst   |           | \$22,320  |
| Administrative   | Administrative |           | \$3,456   |
| * Expenses are estimates based on standard GSA rates and include food, lodging, and auto/airline travel costs. |                | Expenses* | \$7,800   |
|  |                | TOTAL     | \$405,066 |

## STAFF HOURLY RATES



| Position                     | Hourly | Day Rate |
|------------------------------|--------|----------|
| Principal                    | \$330  | \$2,640  |
| COO/Planner                  | \$230  | \$1,840  |
| Project Manager/Planner      | \$190  | \$1,520  |
| Lead Analyst/Geoaccountant   | \$180  | \$1,440  |
| Analyst 2                    | \$150  | \$1,120  |
| Analyst 1                    | \$110  | \$800    |
| Marketing & Communications   | \$110  | \$880    |
| Staff Legislative Consulting | \$215  | \$1,720  |
| Administrative               | \$72   | -        |

## Exhibit "C" Timeline

All scheduling is based on expected Urban3 working hours, converted to calendar time, with reasonable communication, data transfer, holiday delay, and review processes allocated throughout. Assuming a start date of December 1st 2022, the following milestones are achievable barring major delay:

Data transfer and follow up questions: December 2022

Historical and current parcel model drafts: January & Feb 2023

Departmental Revenue and Cost distribution: Feb & March

Baseline visual review: Mid March

Equity in assessment draft review: Late April

Complement analyses initial draft ( including Ownership, Redlining, Comparative Analyses, and Social, Economic, and Demographic Focus) & Equity and Departmental focus 2nd draft reviews: Early May

Full review: Mid/Late May

Public Presentations: June

Training and return data transfer: June & July