

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

AGENDA DATE: June 7, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER: Sam Rodriguez, Chief Operations Officer
(915) 212-1845

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 6: Set the standard sound governance and Fiscal Management

SUBGOAL: 6.5 Deliver services timely and effectively with focus on continual improvement

SUBJECT:

That the City Manager be authorized to sign a First Amendment to the On-Call Agreement for Professional Services (Appraisal Services) between the City of El Paso and CBRE, Inc., (the "Agreement") amending the term of the Agreement from two years to three years; increasing the maximum contract amount for the term from \$100,000.00 to \$300,000.00; and providing for two one-year options to extend the Agreement with each option increasing the contract amount by an additional \$100,000.00, for a total contract amount, including options, not to exceed \$500,000.00.

BACKGROUND / DISCUSSION:

For the purchase and sale of property, the City relies On-call Professional Services, task order contracts for appraisal services. There are a number of pending transactions that require appraisal services; the cost of which exceeds the not-to exceed cost of the Agreement necessitating an amendment to an existing contract.

SELECTION SUMMARY: N/A

CONTRACT VARIANCE: N/A

PROTEST: N/A

PRIOR COUNCIL ACTION:

On November 9, 2021, the City and Appraiser entered into an On-Call Agreement for Professional Services for Appraisal Services (the "Agreement") for the City to engage the Appraiser to perform appraisal service on a task order basis.

AMOUNT AND SOURCE OF FUNDING:

Task orders funded by capital projects, Operations budgets of Departments requesting appraisals, or the General Fund.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: NA

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

DEPARTMENT HEAD:

Assistant Director Capital Improvement

Jerry DeMuro/for

Sam Rodriguez, Chief Operations Officer

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the City Manager be authorized to sign a First Amendment to the On-Call Agreement for Professional Services (Appraisal Services) between the City of El Paso and CBRE, Inc., (the "Agreement") amending the term of the Agreement from two years to three years; increasing the maximum contract amount for the term from \$100,000.00 to \$300,000.00; and providing for two one-year options to extend the Agreement with each option increasing the contract amount by an additional \$100,000.00, for a total contract amount, including options, not to exceed \$500,000.00.

APPROVED this _____ day of _____ 2022.


CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:


Laura Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement


Sam Rodriguez, City Engineer
Capital Improvement Department

THE STATE OF TEXAS) FIRST AMENDMENT
)
COUNTY OF EL PASO) ON-CALL AGREEMENT FOR
)
PROFESSIONAL SERVICE (APPRAISAL SERVICES)

This First Amendment to that certain Agreement for Professional Services (Appraisal Services) is made this ____ day of _____, 2022, by and between the City of El Paso, hereinafter referred to as the “**City**”, and CBRE, Inc., (the “**Appraiser**”).

WHEREAS, on November 9, 2021, the City and Appraiser entered into an On-Call Agreement for Professional Services for Appraisal Services (the “**Agreement**”) for the City to engage the Appraiser to perform appraisal service on a task order basis;

WHEREAS, the parties hereto desire to amend the term of the Agreement from two years to three years, to increase the contract amount from \$100,000.00 to \$300,000.00 over the three-year term, and to provide for two one-year options to extend the On-Call Agreement for an additional \$100,000.00 per option period.

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

1. Section 1 is amended to read in its entirety as follows:

Section 1. Term.

A. The term of this Agreement is for a period of three years from the Effective Date. The services called for by each task order begin upon issuance of a notice to proceed from the City Engineer and shall continue through the completion of the project as described in the task order.

B. The Appraiser agrees that the City Manager, or designee, may extend the term of this Agreement by exercising up to two option periods of one year each.

2. Section 3 is amended to read in its entirety as follows:

Section 3. Payment.

A. The City will pay the Appraiser an amount not to exceed \$300,000.00 over the three-year term of the Agreement. No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement. The Appraiser will invoice the City following the completion of each task order in accordance with the fee schedule attached to this Agreement as **Attachment "A"**. If the City exercises an option period as described in Section 1 of this Agreement, then the maximum payment amount under this Agreement will be increased by \$100,000.00 for

each one-year option period, for a total amount, including all option periods, not to exceed \$500,000.00.

B. The parties agree that the exercise of an option period only increases the maximum contract amount and does not constitute a request for services by the City unless accompanied by a task order. The Appraiser will abide by the fees listed in Attachment "A" during any option periods exercised by the City.

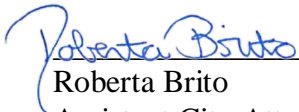
3. **Terms and Conditions.** All terms and conditions of the Agreement, except as herein revised, shall remain in full force and effect.

IN WITNESS WHEREOF, the City and the Appraiser have approved of this First Amendment to be effective as of the date first written above.

CITY OF EL PASO

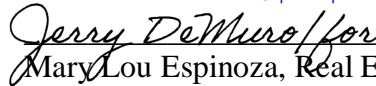
Tomas Gonzalez, City Manager

APPROVED AS TO CONTENT:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Assistant Director Capital Improvement


Mary Lou Espinoza, Real Estate
Capital Improvement Department

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the ____ day of _____, 2022, by Tomás González, City Manager, City of El Paso.

Notary Public in and for the State of Texas
My Commission expires: _____

[Signatures continue on following page.]

APPRAISER:
CBRE, Inc.

Name:
Title:

STATE OF TEXAS)

COUNTY OF EL PASO)

 This instrument was acknowledged before me on the ____ day of _____, 2022, by
_____, _____ on behalf of CBRE Inc..

Notary Public in and for the State of Texas
My Commission expires: _____