

City of Brisbane

Agenda Report

TO: City Council via the City Manager

FROM: Interim Community Development Director

SUBJECT: **Proposed Contract with Fred Kent of Project for Public Spaces for Followup Placemaking Presentations**

DATE: Meeting of May 17, 2010

City Council Goals:

To preserve and enhance livability and diversity of neighborhoods. (Goal #14).

Purpose:

The City Council consider engaging the services of Fred Kent of Project for Public Spaces (PPS) to make two followup placemaking presentations. The first would focus on placemaking in a mixed use downtown context, as envisioned in one draft Housing Element scenario under consideration. The second presentation relates to placemaking along waterfronts and would be applicable to Sierra Point.

If the City Council wishes to authorize these presentations, it should also consider setting a date for the first (downtown placemaking) presentation, potentially for a Monday evening in June.

Recommendation:

The City Council authorize the City Manager to execute the attached contract with PPS for Fred Kent to make two followup placemaking presentations to the City Council as specified in the scope of work (Exhibit A of the attached contract).

Background:

In 2005 a PPS project team led by Fred Kent undertook a 2-day community workshop in Brisbane. One component of the workshop involved explaining and illustrating the concept of placemaking, describing land use, design, and programming factors which go into creating great public places. The second component allowed community members to go out and evaluate existing public places in the City to identify both what works and what opportunities there might be to enhance the qualities of Brisbane's public spaces.

The observations and results were summarized into a final report which was not formally adopted, but instead serves as a workbook of ideas to enhance the quality of Brisbane's public spaces.

Discussion:

Some concepts from the community that arose through the placemaking workshop have inspired planning efforts that are now underway in the City. Specifically, suggestions from the placemaking workshops for a more physically well-defined and active town center in proximity to the Community Park were reflected in a scenario under consideration in the draft Housing Element. This scenario envisions accommodating some of the City's required housing fair share in mixed use development near the Community Park. The placemaking workshops also spoke to enhanced public places and increased activity at Sierra Point, which was the primary objective in updating the Sierra Point Design Guidelines.

Given that nearly 5 years have passed since the Placemaking Workshop was undertaken, it would be an opportune time for the City Council and community to receive a refresher presentation on placemaking and the elements that go into creating great public spaces. Mr. Kent is eminently qualified and provides the added benefit of having managed the first placemaking exercise.

In regard to timing, it is recommended that the first presentation related to downtown placemaking be set for June. As of the writing of this report staff is working with PPS on potential dates, and at the May 17 City Council meeting a list of potential dates will be provided for the City Council's consideration. The second presentation (Waterfronts/Sierra Point) is not anticipated to be scheduled until fall, and it is recommended that selection of a date for that presentation be deferred until September.

Fiscal Impact:


The cost of the two presentations is \$10,000, plus travel and accommodations. Funding will be split, with general fund reserves accounting for 2/3 of the cost, with redevelopment accounting for the remainder.

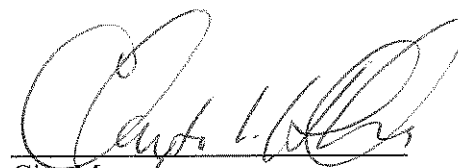
Measures of Success:

It is anticipated that Mr. Kent's presentations will help the community and City Council better understand placemaking principles in the context of ongoing efforts regarding the draft housing element and Sierra Point.

Attachments:

Draft Contract and Scope of Work


Department Head


City Manager

May 11, 2010

Proposal for PPS Refresher Training with Brisbane City Council

PROPOSED SCOPE OF WORK

This proposal is for Project for Public Spaces to provide 2 two-hour refresher meetings with the Brisbane City Council around the housing element issue and Sierra Point.

Visit 1 – April 2010 Housing

PPS proposes a presentation on Placemaking and mixed-use development, including strategies for reinvigorating downtown Brisbane with housing, retail, and commercial activity, while ensuring new residential development is compatible with existing development and reflects the diversity of the community.

The most successful downtowns and commercial hubs present a rich array of places where the life of the community—it's organized activities as well as its spontaneous interactions—plays out. What these communities have in common is a network of streets, paths, parks and squares that hold the neighborhood together and provide the stage on which public lives are played. The ground floors enjoy a tight, symbiotic relationship with the public spaces, forming a seamless transition between indoors and out.

PPS will discuss how Brisbane can create this kind of neighborhood, where a broad array of new types of activities and destinations located in close proximity to each other result in the same dynamic conditions that attracted people to older cities and neighborhoods. PPS will review the characteristics of successful urban settlements, and especially the web of public spaces that knit them together, and apply what we have learned to the planning, programming, design and management of Brisbane. PPS will discuss how Brisbane can:

- Begin with the public spaces as the basic framework around which housing, retail and commercial development are planned and designed;
- Build a strong sense of community by creating social gathering places, developing a sense of stewardship among its residents and providing places for community events;
- Reflect a consensus among the development team, the community and the public sector regarding goals and management strategies;
- Provide a sense of place and a variety of destinations: The Power of Ten;
- Offer a wide-range of uses and activities so that they are vibrant and well-used; and
- Create new developments that are well-integrated into the existing community and surrounding areas.

Visit 2 – June 2010 Sierra Point

PPS proposes a “How to Create a Great Waterfront” presentation for the Brisbane City Council. This presentation will address issues and opportunities surrounding great waterfronts and provide case studies from successful waterfront destinations around the world, ending with how these principles can be applied to the existing Sierra Point plan.

By changing how waterfronts are used and managed, they can become vibrant places and symbols of the cities and towns where they are located. In cities that want to bring life back to their waterfronts, PPS stresses that the key to success is developing a vision where the layering of activities and uses creates a whole that is “greater than the sum of its uses.” In waterfront projects from Hong Kong to San Diego to Memphis, PPS has helped to re-integrate waterfronts (many of which have been blocked off by highways, train tracks, or fenced-off industrial facilities) into surrounding neighborhoods through a variety of means.

For most cities, defining a waterfront’s identity is a huge challenge with many pitfalls. For instance, some waterfronts have become privatized with one-dimensional commercial or residential development, while others are limited to passive use or formal recreation uses such as ball fields. Many have been converted to highways or other car-oriented uses that preclude public access. Since many waterfronts are no longer used for their initial purposes and have fallen into disrepair, any type of development tends to be welcomed. Yet when one particular use is allowed to dominate, the long-term potential of the waterfront is degraded.

Ultimately, to be successful, the spaces along a waterfront need to be both important public spaces in their own right and part of a larger network of community and citywide destinations. To achieve this goal, PPS often works with stakeholders along a waterfront to make physical improvements and to engage a wide range of partners in the process. These partnerships create opportunities for recreation, tourism and entertainment that also help to strengthen the local economy. And by extending activities and design elements inland and inviting collaboration among multiple public, private and community organizations, the waterfront’s impact becomes more far reaching than otherwise possible.

PPS has defined 10 key qualities of great waterfronts:

1. Surrounding buildings enhance public space
2. Limits are placed on residential development
3. Activities go on round the clock and throughout the year
4. Flexible design fosters adaptability
5. Creative amenities boost everyone’s enjoyment
6. Access made easy by boat, bike and foot
7. Local identity is showcased
8. The water itself draws attention
9. Iconic buildings serve a variety of functions
10. Good management maintains community vision

FEES

The cost for this scope of work with Fred Kent is \$10,000 for both trips, plus additional expenses such as travel and accommodations.

The fee breakdown per phase would be as follows:

Visit 1:	\$5,000
Visit 2:	\$5,000
Total	\$10,000

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, dated May 17, 2010 is made by and between **THE CITY OF BRISBANE**, a municipal corporation ("City"), and **Project for Public Spaces** ("Consultant").

RECITALS

A. City desires to retain Consultant to provide placemaking refresher training for the Brisbane City Council in the form of 2 workshops.

B. Consultant represents that Consultant is specially trained, experienced, and qualified to provide such professional services and is willing to do so pursuant to the terms and conditions of this Agreement.

AGREEMENT

1. **Scope of Services.** Consultant shall perform the services described in Exhibit A attached hereto and incorporated herein by reference.

2. **Time of Performance.** The workshops shall be scheduled as mutually agreed upon by the City and Consultant.

3. **Responsible Personnel.** The personnel acting on behalf of Consultant primarily responsible for performance of the services hereunder shall be Fred Kent.

4. **Compensation.** As compensation for all services to be performed by Consultant under this Agreement, Consultant shall be paid the amounts set forth in Exhibit A attached hereto and incorporated herein by reference. In no event shall Consultant's total compensation exceed the sum of \$10,000 plus travel and accommodation expenses without additional authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.

5. **Method of Payment.** Consultant shall submit billings to City describing in detail the work performed for which payment is requested, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. Billings shall be as agreed upon between City and Consultant. City shall pay Consultant no later than 30 days after approval of the invoice by City staff.

6. **Maintenance and Inspection of Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, time cards, and other records or documents relating to charges for services or expenditures charged to City, for a minimum of three (3) years from the date of final payment to Consultant under this Agreement and shall make the same available to City or its authorized representatives for inspection and audit, at any time during regular business hours, upon written request by City. The right of inspection shall include the right to make extracts and copies.

7. **Assignment and Subcontracts.** Consultant acknowledges that Consultant's special skill and expertise is a material consideration for City entering into this Agreement. Consultant shall not assign, subcontract or delegate to any other party the performance of any services to be rendered by Consultant under this Agreement without the prior written approval of City. If City consents to any subcontracting of work, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor.

8. **Ownership of Documents.** All plans, studies, documents and other writings prepared by and for Consultant in the course of performing its services under this Agreement, except working notes, internal documents, and original drawings (hereinafter to include drawings, photographs, charts, and/or other graphics and illustrations shall become the property of City upon payment to Consultant for such work, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, copies of all original drawings, and other writings to City upon written request. The Client shall ensure that proper recognition accompany any reproduction or publication of drawings provided by PPS. The Client acknowledges that proper recognition of PPS is a term essential to this agreement. Proper recognition requires the following credit line adjacent to the published image:

© [year] Project for Public Spaces

9. **Independent Contractor.** Consultant is, and at all times shall remain, an independent contractor, and not an agent, officer or employee of City. As such independent contractor, neither Consultant nor any of its agents or employees shall be entitled to any salary, fringe benefits, worker's compensation, retirement contributions, sick leave, insurance or other benefit or right connected with employment by City, or any compensation other than as provided in this Agreement. Consultant shall have no power or authority to bind City to any contract or otherwise to incur any obligation or liability for, or on behalf, or in the name of City.

10. **Licenses.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature that are legally required of Consultant to practice its profession. Consultant shall, at its sole cost and expense, keep and maintain such licenses, permits, qualifications, insurance and approvals in full force and effect at all times during the term of this Agreement. Consultant shall maintain a City of Brisbane business license.

11. **Compliance with Laws.** Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations in connection with the performance of its services under this Agreement.

12. **Employment Eligibility.** At the request of City, (Contractor/Consultant) shall furnish to City copies of Employment Eligibility Verifications (INS Form I-9) or other evidence satisfactory to City showing that any or all persons providing services under this Agreement for on behalf of (Contractor/Consultant) are eligible to be employed in the United States. In the event (Contractor/Consultant) is unable or unwilling to provide the employment eligibility verification within ten (10) days after City's request, City may require the immediate removal from the (job/project) of such workers as specified by City,

and upon any failure by (Contractor/ Consultant) to do so, City shall be entitled to terminate this Agreement.

13. **Indemnity.** Consultant shall indemnify, defend, and hold City, its officers, officials, agents, employees and volunteers, harmless from and against any and all claims, demands, causes of action, losses, damages, injuries, expenses and liabilities, direct or indirect, including attorney's fees, arising out of or in any manner relating to the performance by Consultant of its services under this Agreement or its failure to comply with any of the its obligations contained in this Agreement, and City shall not be liable for any acts or omissions of Consultant.

14. **Insurance.** Consultant, at its own expense, shall procure and maintain, for the duration of this Agreement, insurance policies which satisfy the following requirements:

(a) Type of policies and coverage:

(1) *General Liability Coverage.* Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage, providing coverage at least as broad as Insurance Services Office Commercial General Liability form CG 0001 (Ed. 11/88). If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

(2) *Workers' Compensation and Employer's Liability Coverage.* Consultant shall maintain workers' compensation insurance as required by the State of California and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by Consultant in connection with the performance of services under this Agreement. In the alternative, Consultant may rely on a self-insurance program to provide this coverage so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against City for loss arising from work performed by Consultant for City.

(b) Endorsements: Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions:

(1) The City, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents or volunteers.

- (2) For any claims related to the Project, Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees, agents or volunteers.
 - (4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (5) Consultant's insurance coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.
- (c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- (d) Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII, unless otherwise approved by City in writing.
- (e) Verification of coverage. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required by this Agreement. **Certificates of such insurance shall be filed with City before commencement of work by Consultant.** At the request of City, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Agreement.

15. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be either personally delivered or sent by certified mail, return receipt requested, addressed to the other party as follows:

To City
Attn.: City Manager
City of Brisbane
50 Park Lane
Brisbane, CA 94005

To Consultant
Attn: President
Project for Public Spaces, Inc.
700 Broadway, 4th Floor
New York, NY 10003

16. **Litigation Expenses and Attorneys' Fees.** If either party to this Agreement commences any legal action against the other party to enforce or interpret this Agreement, the prevailing party shall be entitled to recover all costs and expenses that may be incurred in connection therewith, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

17. **Termination of Agreement.** This Agreement may be terminated by either party, effective upon written notice, should the other party commit any material default in the performance of its obligations hereunder. This Agreement may also be terminated by either party, for any reason, upon fifteen (15) day's prior written notice to the other party. In the event this Agreement is terminated by City through no fault of Consultant, Consultant shall be compensated for all services performed to the date of termination.

18. **Equal Opportunity Employment.** Consultant warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment.

19. **Miscellaneous Provisions.**

- (a) **Severability.** Should any portion of this Agreement be declared void or unenforceable in a final decision by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be reasonably interpreted to implement the intention of the parties.
- (b) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes and cancels all prior agreements or understandings, whether written or verbal.
- (c) **Amendments.** This Agreement may be modified or amended only by a written document duly executed by both City and Consultant.
- (d) **Waiver.** The waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same provision or any other provision of this Agreement.
- (e) **Execution.** Each party warrants that the individuals signing this Agreement on its behalf have the legal power and authority to do so and to bind the party to this Agreement.
- (f) **Successors and Assigns.** Subject to the restriction against assignment and subcontracting, this Agreement shall be inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

THE CITY OF BRISBANE

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CONSULTANT:
