

City of Brisbane

Agenda Report

Date: City Council Meeting of May 7, 2015

To: Mayor & City Council

From: Clay Holstine, City Manager

Subject: Consultant Contract for specialized Economic Development Services

Recommendation:

Review and approve consultant contract with MB Consulting for Economic Development Program.

Background:

The City has been working on developing a more robust Economic Development program and presence for approximately 10 years. A City Council Subcommittee was formed to work with City Staff, Chamber of Commerce, and other interested parties. A number of work products have been produced over the years including an Economic Development Plan; ULI-TAP and various Workplan items.

In addition to city staff, we have had resources through the Management Talent Exchange (MTEP) Program as well as summer interns. For the past few years we have been reviewing and evaluating options for having a dedicated part-time staff resource to provide a point of contact, maintain various data bases, and to work with city staff on various potential projects and business recruitment and retention.

After extensive review of options, the Council Subcommittee has decided to recommend going forward with a contract with Mitch Bull to provide services in the role as outlined in the attached scope of work. The contract limits the amount of time to 300 hours in an initial six-month period to evaluate the program. The hourly cost is \$90 bringing the anticipated budget to \$27,000 for six months and an annualized expense of \$54,000. Additional hours of service could be granted, but only upon request and permission. Mr. Bull will be provided office space, communication equipment (including phone and computer), as well as up to an average of 10 hours of staff support from the Sr. Management Analyst (Caroline Cheung). Additional clerical and administrative support will also be provided as needed. His working title will be Economic Development Director.

The attached scope of work was developed in consultation with city staff and reviewed by the Council Economic Development Subcommittee.

Additionally, staff and the Economic Development Subcommittee met with Mitch to prioritize the work program for the initial start-up of the program. Specifically we identified items on the 2015 list of objectives that would be appropriate for the Economic Development Director:

- Sierra Point Development Workshop
- Establishing Downtown/Visitation Ave Task force – coordination of a “Brisbane Bucks” program
- Mural project research – Exeter, SF, etc

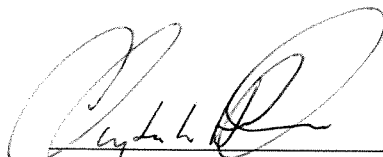
We discussed having Mitch assume the role of Ombudsman for new business that are looking at coming to town. In this role, which is similar to what he has done as Chamber Executive, he would act as the intermediary between the business, brokers, and city staff, in assisting business through permit and regulatory requirements.

We also discussed restarting a CEO Outreach Program where the City (elected and appointed officials) and business leaders can interact. In the past, we did breakfasts and provided a program of information that was useful to the business. This is a challenging program in terms of getting busy business people to commit time as well as having programs that they would consider a “good use of their time”. The value is that it allows for the business to interact with the City in a way that could be beneficial in the long term and sends a message of the City valuing the business community.

Finally, we discussed CRM (Customer Data Bases) and what information we want to gather and maintain. We also discussed how we would use this information, which will be varied and change over time, but at a minimum, it will be used to identify business opportunities and areas of potential interest.

Financial Impact:

The financial impact is as listed above. There are sufficient funds available in the Economic Development Budget for FY 14/15 and a budget to meet the stated needs will be submitted in the FY 15/16 budget.



Clay Holstine, City Manager

CONTRACT FOR SERVICES

This Contract for Services is made effective as of _____, 2015, between City of Brisbane, California of 50 Park Place, Brisbane, California 94005, ("City) and MB Consulting of 1075 Manzanita Drive, Pacifica, California 94044 ("Consultant").

- 1. DESCRIPTION OF SERVICES.** Beginning _____, 2015, Consultant will provide to City the services described in the Scope of Work attached hereto as Exhibit A, the intent of which is to support Economic Development programs of the City that are designed to identify, support and strengthen business related activities between the City and third parties.

- 2. SERVICES PROVIDED BY THE CITY.** City will provide the following items and services to Consultant:
 - a. General office space and administrative support for ten (10) hours per week.
 - b. A separate telephone line and workspace which are to be used to conduct Consultant's services under this Contract separate from any business conducted by Consultant for the Brisbane Chamber of Commerce.
 - c. City will pay for Consultant's attending one or two mutually agreed upon Economic Development-related conferences

- 3. PAYMENT.** For Consultant's services, City shall compensate Consultant at a rate of \$90 per hour. Consultant shall provide no more than 300 hours of services for the first six months following the effective date of this Contract. If this Contract is extended for an additional six months, Consultant shall provide no more than 300 hours of service in that additional six month period. City shall make payment to Consultant on a monthly basis upon the City's approval of Consultant's invoice detailing the services provided and the number of hours for which services were provided.

- 3. TERM.** This Contract will remain in effect for six months. This Contract may be extended upon mutual agreement of both parties . This Contract may be terminated by either party with 60 days written notice.

- 4. WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Consultant in connection with this Contract will be the exclusive property of City. Upon request, Consultant will execute, within a reasonable period of time, all documents necessary to confirm or perfect the exclusive ownership of City concerning the Work Product.

5. CONFIDENTIALITY. Consultant, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Consultant, or divulge, disclose, or communicate in any manner, any information that is proprietary to City. Consultant and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by City of these confidentiality obligations which allows Consultant to disclose City's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences.

Upon termination of this Contract, Consultant will return to City all records, notes, documentation and other items that were used, created, or controlled by Consultant during the term of this Contract.

6. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The failure of either party to make available or deliver the services in the time and manner provided for in this Contract.

7. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

8. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

9. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

10. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

11. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of California.

12. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

13. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

14. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

15. INDEPENDENT CONTRACTOR. Consultant is, and at all times shall remain, an independent contractor and not an employee of the City. As an independent contractor, Consultant nor any of its agents or employees shall be entitled to any salary, fringe benefits, workers compensation, retirement contributions, sick leave, insurance or any other benefit or right connected with employment by the City, or any other compensation other than as provided in this Contract.

16. INSURANCE. Consultant, at its own expense, shall procure and maintain during the term of this Contract insurance policies that satisfy the following requirements:

- a. *Automobile Liability Coverage.* Consultant shall maintain automobile liability insurance in an amount satisfactory to the City.
- b. *Workers Compensation Coverage.* To the extent Consultant has employees, Consultant shall maintain workers compensation insurance as required by State law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

City of Brisbane, California

By: _____
Terry O'Connell, Mayor

MB Consulting

By: _____
Mitchell Bull

Approved as to Form



Teresa Stricker, Deputy City Attorney

MB Consulting

Economic Development Program for the City of Brisbane - "Scope of Work"

This "Scope of Work" and Development Program is being developed and presented in conjunction with work that is currently being conducted by Mitch Bull with the Brisbane Economic Development Subcommittee, and is intended to be a part-time consulting services program between Mitch Bull (MB Consulting) and the City of Brisbane, separate from and not involving resources connected with the Brisbane Chamber of Commerce.

The focus of Economic Development Programs is to support four main areas that significantly impact a city's business community. All Economic Development activities can be grouped under these areas, which consist of the following:

City / Business Marketing and Communications

Actively promote Brisbane as a premier business location with its' great climate, terrific proximity to San Francisco, Oakland, SFO, the Port of SF, and the highway and rail interfaces within the greater Bay Area. Highlight the quality schools; easy and excellent business interface with a smaller, more approachable city government and staff; our recreational amenities, open space and environmental core values; and our outstanding track record as a business hub for quality large and small companies.

Goals:

Provide a "first stop" contact for Economic Development inquiries and responses to those who are interested in doing business within the City of Brisbane. Work with City Manager and staff to develop processes and resources, while serving as an economic development liaison for the city.

Continue to work with city staff and groups to further define the "message content" for promoting Brisbane to investors, commercial interests, recreational interests and developers. Brochure/flier

development / ads for regional and national business development publications.

Research and interact with regional and national business development resource groups and organizations. Promote Brisbane as a “highly valued business development product.”

Work with city staff to strengthen outreach efforts to targeted Bay Area groups (e.g. brokers; regional planners, etc.) Assist in developing economic development marketing strategies.

Create flyer promoting local businesses for distribution at hotels and around town

Coordinate “Brisbane Bucks” program

Work with staff and council on specialized projects such as murals, entryway beautification, decorative signage, etc.

Business Development and Retention

Actively recruiting and seek to retain businesses in all of our existing business sectors as well as new sectors that are identified as important by all of the stakeholders in this program. Focus on tax generating businesses, retail reinvestment on Visitacion Avenue; within Brisbane Village Shopping Center; along the Bayshore Corridor; and participating in outreach to new and existing businesses in the service sectors that fit well within the existing zoning uses for existing open space. Strive to convert vacancies to “newer, greener and best” uses when possible. Provide Outreach to existing businesses; targeting ones that are identified as major revenue producers as well as those that could benefit from additional partnership and communication opportunities with the city staff. The focus and opportunities here will differ within the different commercial/retails zones such as Visitacion Avenue, Sierra Point, Bayshore, or the Crocker Park/Quarry areas.

Goals:

Work with staff and resources to establish a true baseline of businesses within “business districts,” number of actual employees, and other business related parameters to get a better handle on the true business sector impact within Brisbane.

Discuss and work with city staff to evaluate the need/reward potential of incentives for Economic Development to both attracts businesses to Brisbane and to promote initial development (e.g. Sierra Point) or business expansion (throughout whole of city/districts).

Work with property owners, brokers, and potential customer groups to help determine the types of businesses, retail stores, restaurants or other businesses that are most wanted by the general populace (e.g. Pharmacy).

Assist city in outreach to Crocker Park property owners/managers to discuss adherence to approved “replantation” of trees and plants that have been damaged or have been lost due to disease or neglect.

Work with Brisbane Chamber of Commerce to develop brochures/programs to stimulate customer traffic to the retail outlets within Brisbane. Promotion of current businesses.

Creation of special “events and programs” such as Art and Wine nights; Retail coupon giveaways, etc. to spur business to our merchants.

Commercial and Residential Reinvestment – from both the Public and Private Sectors

Continue to promote and strengthen positive, ongoing relationships with businesses, property owners, commercial brokers, developers, Bay Area regional stakeholders as well as advocates for affordable housing solutions, and existing HOA’s and other community organizations.

Goals:

Establish baseline for interaction with Commercial Property owners

Reintroduce Commercial Broker outreach and roundtables

Look at possibilities for retail reinvestment (especially with possible rezoned mixed-use project (Bayshore Gateway)

Assess high-speed cable, fiber, or wireless infrastructure for the defined commercial areas within central Brisbane, Crocker Park and Sierra Point. Examine and look at upgrade possibilities for the infrastructure.

Coordination with Brisbane Village S/C for discussions on future zoning/development project(s).

Foundational Policy and Zoning Decisions

Actively work with the city staff, city council and stakeholders to continue the development of a sustainable safe, clean green and fiscally sound business and community environment that benefits all who live, work and visit Brisbane. Contribute as needed on commercial policy and outreach to the business community as well as the program stakeholder groups.

Goals:

Continue to work with Economic Development subcommittee and city staff to define, communicate and implement policy and zoning processes to encourage and create new opportunities for land use, reinvestment and moving properties to their “highest and best” uses.

Promote and initiate discussion with property owners and major tenants on environmentally acceptable green principles in business (e.g. Solar panels on large commercial buildings with expansive roof spaces; integrating “greener” products into use within buildings and restaurants)

Other Projects and Duties as assigned by City Staff

Other currently unforeseen duties and projects as assigned by City Manager and Staff