

REPORT

To the Redevelopment Board
From the Redevelopment Manager

8.A-1

October 13, 2003

Subject

Agreement for Professional Services with Communities By Design

Recommendation

Approve an agreement with Communities By Design ("CBD") to provide urban design training and education to City staff, Redwood City and Peninsula officials and leaders.

Background

Over the last several years, the City and Redevelopment Agency has been diligently working to establish high quality urban design for its downtown and other parts of the community. There have been several Council workshops discussing how to create "nice places" and also joint meetings on urban design issues associated with the downtown retail/cinema project.

Staff now wishes to continue and formalize this dialogue on city design by establishing a series of workshops called "The Forum at Redwood City". The purpose of the Forum will be to provide urban design training and education to staff and local government officials of the City of Redwood City and other key community leaders throughout the Peninsula.

The workshops will be held on every first Wednesday of the month and will include dynamic and interesting guest speakers who are leaders in the urban design field. The workshops will be open to community officials, leaders, and professional staff. The lectures will be held in the Little Fox Theatre for a nominal fee of \$20, with the proceeds partially covering travel costs for the speakers and overhead. Following the discussion, there would be an option for dinner and conversation at a local downtown restaurant. The first workshop is tentatively scheduled on December 3. Please refer to the attached proposal for more information.

Staff is proposing to hire Communities By Design ("CBD") to produce the event. As producer of the event CBD would do the following:

- Authorize use of the concept as developed by CBD for "The Forum"
- Make recommendations about potential speakers for "The Forum" and authorize use of CBD's name and contacts with those speakers; and
- Have CBD's Executive Director (Mr. Bruce Liedstrand or a substitute appointed by the Agency) serve as host at each Forum

The cost of CBD's work would be \$500 per event not to exceed 8 months or \$4000. Normally proposals less than \$10,000 do not require Redevelopment Agency approval. However, in this particular case where the executive director of "CBD", Mr. Bruce Liedstrand, also consults with the City as the Community Development Services Director, staff felt it was important for the Agency to review the proposal. Mr. Liedstrand is a non-paid official of CBD and hence this contract does not benefit him financially.

Staff is proposing to utilize Redevelopment Agency funds for the work since the Forum will

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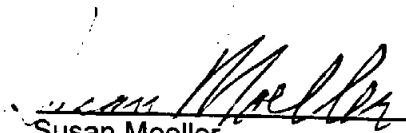
discuss urban design issues especially as they relate to areas in and around successful downtowns. The knowledge and information gained through the Forum will certainly help staff and others in planning for exciting and vibrant downtown and redevelopment areas.

Fiscal Impact


Funds are available as part of the 2003-2004 approved Redevelopment Agency Budget.



Tom Passanisi
Principal Planner



Susan Moeller
Redevelopment Manager



Ed Everett
City Manager

Attachment

1. Project Proposal
2. Agreement

Communities By Design

Urban Design Training, Education & Media

September 5, 2003

Tom Passanisi
Planning Services Division
City of Redwood City
PO Box 391
Redwood City, CA 94063

Re: "The Forum at Redwood City"

Dear Tom:

As you may know, Communities By Design (CBD) is a California nonprofit corporation, which has been certified as an exempt organization under Section 501 (c) (3) of the Internal Revenue Code. Since 1997, CBD has been producing urban design training for local government officials and key community leaders primarily from the San Francisco Bay Area.

To provide urban design training and education to staff and local government officials of the City of Redwood City¹ and other key community leaders from throughout the Peninsula, CBD proposes to produce a series of educational urban design training events called "The Forum at Redwood City." The Forum would be held at a location in downtown Redwood City for not to exceed 8 monthly events between October 2003 and May 2004. A concept statement of the training events as developed by CBD and a sample listing of the types of speakers (who have not yet been invited to participate) is enclosed.

CBD's services as producer would be to:

- Authorize use of the concept as developed by CBD for "The Forum;"
- Make recommendations about potential speakers for "The Forum" and authorize use of CBD's name and contacts with those speakers; and
- Have CBD's Executive Director² serve as host at each Forum.

Speaker coordination and other production details will be handled by a separate contract between the City of Redwood City and Moore Iacofano Goltsman, Inc.

¹ The term City of Redwood City includes, at the option of the City, the City's Redevelopment Agency.
² Or a substitute approved by the City.

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(MIG). Revenue from the events will be collected by the City and will be the property of the City and CBD is not responsible for any event costs, direct or indirect. CBD assumes no responsibility other than for the specific services provided above.

For its services, CBD will be paid \$500.00 per event. (CBD's tax identification number is: 94-3260586. Evidence of CBD's liability insurance coverage is enclosed.)

If this meets with your approval, please sign below and return to our office. Please feel free to contact me with any questions at (650) 428-1700.

Sincerely,

Communities By Design,
A California Nonprofit Corporation,

By: 

Executive Director

APPROVED AS TO SCOPE AND BUDGET DESCRIBED ABOVE:

City of Redwood City

By:

Signature

Printed Name

Title

Date

The Forum at Redwood City

A Continuing Conversation on City Design

Concept: A regular (probably monthly, September through May) series of educational programs on city design issues.

Venue: The Little Fox

Program:

- 5 to 6 No-Host Wine and Conversation.
- 6 to 7 City Design presentation and interactive session with the audience. Bruce, as Host, welcomes the group and introduces a member of the RWC planning staff to introduce the featured speaker.
- Following: (Optional) No-Host Dinner with the Featured Speaker or on your own in Downtown Redwood City. Arrange with a good restaurant (to be open and have an area for us to have dinner and conversation. We host the speaker's dinner, but the rest is no-host.)

Communication: Sign up list at the door that includes email addresses. Maintain database and all communication is by email. Consider a newsletter within a week of the program with a summary of the program and audience interaction.

Audience and Publicity:

- Make it a RWC approved training program and strongly encourage all design staff and other interested staff to attend all programs
- Contact other planning departments within the Bay Area and encourage similar programs for their staff
- Planning Commissioners, ARC and Councilmembers with an interest in city design. Spread the word to other cities in the Bay Area
- Create web site linked to Redwood City website, with summaries of past programs
- Congress for the New Urbanism (CNU)
- AIA
- Redwood City Chamber of Commerce
- UC Berkeley School of Design

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Legal and Financial:

- The concept, title and subtitle are owned by Liedstrand Associates. The program is offered through Communities By Design, a nonprofit urban design training resource.
- Sponsorship by the Community Development Department and the Redevelopment Agency of Redwood City. We may need in-kind staff services at the beginning to handle the mechanics of producing the events.
- Seek funding sponsorships and email lists
- Seek non-funding sponsorships and email lists
- Do not pay any speakers. Consider payment of travel expenses for out of the area speakers.
- Seek donations of the venue, wine, food, and coffee.

The Forum at Redwood City

A Continuing Conversation on City Design

Sample Speakers: (Not yet invited)

1. **Designing Great Streets and Boulevards**, Allan Jacobs, Former Planning Director of San Francisco, Professor, UC Berkeley School of Design, and author of *Great Streets* and *Great Boulevards*
2. **Parking Solutions for Higher Density Housing**, Patrick Kennedy, Panoramic Interests, Berkeley
3. **Present at the Birth: The Origin and Essence of New Urbanism**, Peter Katz, Founding Director, Congress for the New Urbanism(CNU) and Principal, Urban Advantage
4. **Context-Sensitive Design**, Fred Kent, President, The Project for Public Spaces, New York
5. **Transforming Cities Together: A Designer/Non Designer Dialogue**, Michael Freedman, Founding Principal, Freedman Tung & Bottomley, Urban Design and Town Planning, San Francisco, and Bruce Liedstrand, Liedstrand Associates, Mountain View, on their successful collaboration to redevelop suburban California downtowns.
6. **Redesigning Suburban Arterials: The Way to a Successful El Camino Real**, Gregory Tung, Principal, Freedman Tung & Bottomley, Urban Design and Town Planning, San Francisco
7. **Designing Higher Density Housing**, Alexander Seidel, Architect.
8. **Park Place: Residential Over Retail on Main Street Can be Financed and Built in California**, Mark Kroll, Sares Regis, Foster City
9. **Understanding Bay Area Housing Demographics**, Denise Conley, Conley Associates, Economic Analysis.
10. **Seeing It Before It Is Built: Computer Simulation as a Tool for Public Understanding**, Steve Price, Urban Imaging (?), Oakland
11. **Traffic Demand Management Systems that Work**, Patrick Siegman, Siegman Associates, Palo Alto
12. **The Evolution of Silicon Valley: The Development Pattern/Density/Transportation Connection**, Bruce Liedstrand, Principal, Liedstrand Associates, Mountain View, Executive Director, Communities By Design, Mountain View, and Community Development Director, City of Redwood City.
13. **Engaging the Public in City Design Decisions**, Kristen Pickus, MIG, Davis

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14. **"Marina Shores Village": Using High Density Housing to Create Great Places**, Don Sandy, Sandy Babcock International, San Francisco

Other Possible Speakers:

1. **"The Crossings" Transit Oriented Development**, Peter Calthorpe, Calthorpe Associates, Berkeley
2. **Roundabouts**, Michael Wallwork, President, Alternate Street Design, P.A., Orange Park, Florida
3. **Walkable Towns and Cities**, Dan Burden, President, Walkable Communities, High Springs, Florida
4. **Blending Main Street and the Mall**, John Field, Field Paoli, Architects, San Francisco.
5. **Stephanos Polyzoides**, Moule and Polyzoides, Architects and Town Planners, Pasadena, California and Founding Board Member, Congress for the New Urbanism (CNU)
6. **Boris Dramov**, ROMA Architects, San Francisco
7. **Dan Solomon**, Architect, San Francisco and Founding Board Member, Congress for the New Urbanism (CNU)
8. **Shelley Poticha**, Executive Director, Congress for the New Urbanism (CNU)
9. **Andres Duany**, Duany Plater-Zyberk, Miami, Florida
10. **Judy Corbett**, Executive Director, Local Government Commission, and Founding Board Member of the Congress for the New Urbanism
11. **Open Mike Night. Come with your problems and solutions.**
12. **If we are successful, architects and urban designers will want to "Play the Forum" when they are in the San Francisco Bay Area.**

**AGREEMENT
FOR
PROFESSIONAL URBAN DESIGN TRAINING AND EDUCATION SERVICES
(COMMUNITIES BY DESIGN)**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2003, by and between the REDWOOD CITY REDEVELOPMENT AGENCY, a public body, corporate and politic, duly organized and existing under the laws of the State of California (the "Agency"), and COMMUNITIES BY DESIGN ("CBD") ("Consultant") (collectively, the "Parties").

RECITALS

Agency requires the professional services of a consultant that is experienced in providing urban design training and education to staff and local government officials. Consultant proposes to produce a series of educational urban design training events entitled "The Forum at Redwood City." Consultant has the necessary experience in providing these professional services, has submitted a proposal to Agency and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work. Agency retains Consultant to perform, and Consultant agrees to render, those services (the "Services") that are defined in Exhibit "A," attached and incorporated by this reference in accordance with the terms and conditions set forth in this Agreement.
2. Term. Unless earlier terminated, this Agreement will be effective for a period of eight (8) months from the date first above written.
3. Compensation. The total fee payable for the Services to be performed will be Five Hundred Dollars (\$500) per monthly event not to exceed Four Thousand Dollars (\$4,000). Payment will be made pursuant to Exhibit "A." No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement. Agency reserves the right to withhold a ten percent (10%) retention until Agency has accepted the work and/or the Services specified in Exhibit "A."
4. Status of Consultant. Consultant will perform the Services as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of Agency. Consultant will be under the control of Agency only as to the results to be accomplished.
5. Indemnification. Except as to the sole negligence or willful misconduct of Agency, Consultant will defend, indemnify and hold Agency, City of Redwood City, their officers, agents, volunteers and employees, harmless from any and all loss, damage, claims, damages, liability, expense or cost, including attorney's fees, which arises out of, or is in any way connected with the performance of the Services by Consultant or any of Consultant's employees, agents or subcontractors.

The Parties expressly agree that any payment, attorney's fee, costs or expense Agency or City incurs or makes to or on behalf of an injured employee under the Agency or City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of the Agreement.

6. Insurance. Consultant will obtain and maintain policies of commercial general liability insurance, automobile liability insurance, a combined policy of workers' compensation, employers liability insurance, and professional liability insurance from an insurance company authorized to transact the business of insurance in the State of California which has a current rating in the Best's Key Rating guide of at least A-V in an amount of not less than five hundred thousand dollars

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(\$500,000) each, unless otherwise authorized and approved by the Risk Manager or the Executive Director in consultation with Agency General Counsel. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

The insurance will be in force during the life of this Agreement and will not be canceled without thirty (30) days prior written notice to the Agency by certified mail. Agency, City of Redwood City, their officers, agents, volunteers and employees will be named as additional insureds on General and Automobile liability. Consultant's insurance coverage will be primary insurance with respect to Agency, City of Redwood City, their officers, agents, volunteers and employees. Any insurance or self-insurance maintained by the Agency will be in excess of Consultant's insurance and not contributory with it. Consultant will furnish certificates of insurance and endorsements to Agency prior to Agency's execution of this Agreement.

7. Conflict of Interest. Agency will evaluate Consultant's duties pursuant to this Agreement to determine whether disclosure under the Political Reform Act and Agency's Conflict of Interest Code is required of Consultant or any of Consultant's employees, agents or subcontractors. Should it be determined that disclosure is required, Consultant or Consultant's employees, agents, or subcontractors will complete and file with the Agency Secretary those schedules specified by Agency and contained in the Statement of Economic Interests Form 700.

8. Compliance With Laws. Consultant will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment and will obtain and maintain a City of Redwood City Business License for the term of this Agreement.

9. Termination. Agency or Consultant may terminate this Agreement at any time after a discussion, and written notice to the other party. Agency will pay Consultant's costs for Services completed up to the time of termination, if the Services have been completed in accordance with the Agreement.

10. Claims and Lawsuits. By signing this Agreement, Consultant agrees it may be subject to civil penalties for the filing of false claims as set forth in the California False Claims Act, Government Code sections 12650, *et seq.* Consultant further acknowledges that debarment by another jurisdiction is grounds for Agency to terminate this Agreement.

11. Venue and Jurisdiction. Consultant agrees and stipulates that the proper venue and jurisdiction for resolution of any disputes between the parties arising out of this Agreement is the Superior Court, San Mateo County, California.

12. Assignment. Consultant may not assign this Agreement or any part of it, or any monies due or to become due under it, without the prior written consent of Agency.

13. Amendments. This Agreement may be amended by mutual consent of Agency and Consultant. Any amendment will be in writing, signed by both parties, with a statement of the changes in charges or time schedule.

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14. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

AGENCY: REDWOOD CITY REDEVELOPMENT AGENCY,
a public body, corporate and politic, of the State of California
1017 Middlefield Road
Redwood City, CA 94063

By: _____
Susan Moeller, Redevelopment Manager

ATTEST:

Patricia Howe, Agency Secretary

CONSULTANT: COMMUNITIES BY DESIGN
112 Bentley Square
Mountain View, CA 94049

By: _____
Bruce Liedstrand, Executive Director

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- Have CBD's Executive Director (Mr. Bruce Liedstrand or a substitute appointed by the Agency) serve as host at each Forum¹

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¹ Besides this contract, there will also be another contract for other work on the Redwood City Forum. That contract will be with Moore Iacofano Goltsman, Inc. ("MIG") who will facilitate the forums, prepare programs, conduct outreach and be responsible for overall management and coordination. That contract is for \$8,238 and is being processed under our normal procedures for professional service agreements under \$10,000 (i.e. Executive Director's approval only). Redevelopment Funds will be used for this contract.


Not clear how this fits.

^{is}
on this project as a non-paid official of CBD and hence this contract doesn't benefit him in any way what so ever.

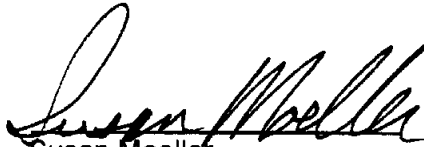
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Fiscal Impact

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Principal Planner



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