



CITY *of* BRISBANE

Public Art Advisory Committee Agenda

Tuesday, April 5th, 2022 at 4:30PM • Virtual Meeting

This meeting is compliant with the Ralph M. Brown act as amended by California Assembly Bill No. 361 effective September 16, 2021 providing for a public health emergency exception to the standard teleconference rules required by the Brown Act. The purpose of this is to provide a safe environment for the public, staff, and the Committee, while allowing for public participation. The public may address the Committee using exclusively remote public comment options. The Committee may take action on any item listed in the agenda.

TO ADDRESS THE COMMITTEE

The meeting will be an exclusively virtual meeting. The agenda materials may be viewed online at www.brisbaneca.org at least 72 hours prior to the meeting.

REMOTE PUBLIC COMMENTS

Meeting participants are encouraged to submit public comments in writing in advance of the meeting. Aside from commenting while in the Zoom meeting, the following email and text line will be monitored during the meeting, and public comments received will be noted for the record during Public Comment or during an Item.

Email: aibarra@brisbaneca.org

Text: 415-407-2675

Call-in number for oral communications if not using Computer Audio: 1-669-900-9128

After entering the meeting ID and pressing #, simply press # a second time to enter the meeting waiting room. No participant code is required. Please wait on the call until a Committee or Staff Member announces that the phone line is open. Dial *9 to “raise hand” and dial *6 to mute/unmute.

JOINING MEETING

Public Meetings may be viewed live by joining the Zoom Meeting listed below.

<https://us06web.zoom.us/j/84368060205?pwd=K2sxdTdob0dGWjNSKzhWUnErdVhEZz09>

Meeting ID: 843 6806 0205

Passcode: 123456

SPECIAL ASSISTANCE

If you need special assistance to participate in this meeting, please contact Angel Ibarra at (415) 508-2109. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

COMMITTEE MEMBERS:

Councilmember Cunningham, Councilmember Davis, Chair D. Davis, Vice-Chair Olivier-Salmon, Park & Recreation Commissioner Greenlee, Committee Member Grossman

ROLL CALL**APPROVAL OF AGENDA****APPROVAL OF MINUTES**

- A. Approve Minutes from March 8th, 2022 Public Art Advisory Committee

PRESENTATIONS AND DISCUSSION ITEMS

- B. Receive an Update on the Public Art Fund Balance
- C. Temporary Art Presentation
- D. Review the draft Request for Proposal for an Art Consultant to Oversee the Art Project at the Community Park Behind the Restrooms

PUBLIC COMMENT**ADJOURNMENT**

A.

File Attachments for Item:

A. Approve Minutes from March 8th, 2022 Public Art Advisory Committee



CITY of BRISBANE

Public Art Advisory Committee Minutes

Tuesday, March 8th, 2022 at 4:30PM • Virtual Meeting

CALL TO ORDER - 4:33 p.m.

ROLL CALL

Committee Members Present: Councilmember Cunningham, Councilmember Davis, Park & Recreation Commissioner Leesa Greenlee, Committee Member Danette Davis, Committee Member Beth Grossman, Committee Member Camille Olivier-Salmon (joined at 4:41pm)

Committee Members Absent: None

Staff Members Present: Assistant City Manager Schillinger, Admin. Management Analyst Ibarra

APPROVAL OF AGENDA

Agenda was modified to include Item C, which is to vote for a Chair and Vice-Chair. Approved as modified by D. Davis and seconded by Greenlee. 5 Ayes, 0 Nos, 1 Absent (Olivier-Salmon).

APPROVAL OF MINUTES

A. Approve Minutes from February 1st, 2022 Public Art Advisory Committee

The minutes were approved by Greenlee and seconded by Cunningham. 5 Ayes, 0 Nos, 1 Absent (Olivier-Salmon).

PRESENTATION AND DISCUSSION ITEMS

B. Discuss Obtaining Curatorial Services for Community Park Art Elements

The Committee discussed the parameters around the project and gave staff feedback as to what the RFP should contain, such as: keeping to the picnic area behind the restrooms; allowed to use or move hydrants; describe the area as a high trafficked area with young children to seniors utilizing the space; guide the Committee in developing an RFP for an artist(s); designing public spaces; and have experience working with municipalities and the community. It was also noted that we should clarify that we are looking for an Art Consultant and not a Curator.

Once the RFP is released, it will be about four to six weeks before we can begin to interview consultants. Once a consultant is identified and a call for artists is posted, it will be six to eight weeks to review and interview an artist(s), which will be sometime in the Fall.

C. Choose a Chair and Vice-Chair

After the Committee discussed, Danette Davis was appointed Chair and Camille Olivier-Salmon as Vice-Chair. Approved Cunningham and seconded by Greenlee. All in favor 6 Ayes, 0 Nos.

PUBLIC COMMENT

None

NEXT MEETING DATES

Tuesday, April 5th at 4:30pm and Tuesday, April 26th 4:30pm

ADJOURNMENT

5:55PM

File Attachments for Item:

B. Receive an Update on the Public Art Fund Balance

	Valuation	Public Art Fund
3745 Bayshore	1,544,531.00	15,445.31
3280 Bayshore	6,521,752.00	65,217.52
455 Valley Drive	13,990,511.00	139,905.11
PG&E	2,247,000.00	22,470.00
7000 Marina	34,119,713.00	341,197.13
100 West Hill	6,499,000.00	64,990.00
400 Valley	1,500,000.00	15,000.00
Unidentified		165,909.93
Interest Earinings		23,774.00
Total	66,422,507.00	853,909.00

By Fiscal Year

2015-16	162,823.49
2016-17	49,285.29
2017-18	203,308.91
2018-19	397,721.44
2019-20	40,769.87
Total	853,909.00

2017-18	15,000
2019-20	10,000
Reserved	65,000
Total	90,000

Available in Fund	763,909.00
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Public Art Fund Activity

6/30/2020	\$ 881,177.95	Cash Balance
7/28/2020	170,584.82	1000 Marina
7/31/2020	14,135.78	7000 Marina
9/23/2020	250.00	175 South Hill
10/20/2020	1,000.00	175 South Hill
1/7/2021	475.90	2000 Sierrapoint Parkway
1/18/2021	27,830.00	2000 Sierrapoint Parkway
2/5/2021	552.61	7000 Marina
6/14/2021	9,678.00	8000 Marina
6/30/2021	7,408.53	Interest earnings
6/30/2021	1,113,093.59	Cash Balance
10/7/2021	(20,000.00)	Library Public Art
11/23/2021	53,000.00	3260 Bayshore
10/31/2021	921.46	Interest to Date
1/20/2022	67,000.00	1000 Marina Blvd.
1/21/2022	3,750.00	8000 Marina Blvd.
2/3/2022	1,950.00	2000 Sierrapoint Parkway
2/25/2022	45.00	2000 Sierrapoint Parkway
2/25/2022	13,000.00	7000 Marina Blvd.
3/4/2022	199.87	2000 Sierrapoint Parkway
3/7/2022	2,950.00	2000 Sierrapoint Parkway
3/21/2022	(14,544.00)	Restoration of Midtown Mural
11/30/2021	577.00	Interest
12/31/2021	130.64	Interest
Cash balance	1,222,073.56	
Committed	30,456.00	Mural at Midtown Market
	30,456.00	Total Committed
Available in Fund	\$ 1,191,617.56	

C.

File Attachments for Item:

C. Temporary Art Presentation

Presentation Item for Public Art Advisory Committee 4/5/2022:

Nancy Lacsamana would like to present to the Committee their request to the City of Brisbane.

“A group of citizens are preparing for the June renewal Art, Music and reading parcel tax Vote for the Brisbane School District. We were discussing the possibility of asking permission to have TEMPORARY artwork from the students added to a visible location on city property. Ideas were the skateboard park or the city maintenance yard. The artwork would be painted on plywood and affixed with swift ties.

This was also a suggestion made to the Art Commission pre-covid to help beautify the maintenance yard. We would not include any political message. We would take care of getting the plywood (3 x 4 ft?) on/off fences affixed with swift ties.

Suggested Timing would be May 1 to June 30th ---8 weeks.”

The Park & Recreation Department and the Police Department have approved this project.

Below are screenshots of some “art on fence” ideas.



D.

File Attachments for Item:

D. Review the Draft Request for Proposal for an Art Consultant to Oversee the Art Project at the Community Park Behind the Restrooms



PUBLIC ART COMMITTEE AGENDA REPORT

Meeting Date: 4/5/2022

From: Stuart Schillinger, Assistant City Manager

Subject: Art Consultant Services for Community Park Art Piece

Community Goal/Result

Community Building

Purpose

Acquire a unique piece of art for the area behind the bathrooms at the Community Park which stimulates the creativity, imagination, and adds a unique human quality to the area.

Recommendation

Provide feedback to staff concerning the attached Request for Proposal

Background

The Public Art Committee determined the next project it would like to undertake is adding one or more art elements in the area behind the bathrooms at the Community Park. The area currently has several picnic tables and “retired” painted fire hydrants. The Committee determined hiring a curator to assist the Committee with determining the type of art and then work with the Committee to select an artist to deliver their vision would be appropriate. The selected curator would also work with the artist(s) to ensure the artwork was appropriate for the site.

On March 8, 2022 the Committee discussed the elements that they wanted to be included in the Request for Proposal.

Discussion

Staff used a proposal from the San Francisco Arts Commission as a basis for the attached proposal. It includes elements discussed at the previous committee meeting. Staff’s understanding was the Committee wanted to create as open ended of a proposal as possible to allow the widest variety of art consultants to participate in the process.

The next step in the process is to bring this item to the City Council for the agreement in posting the Request for Proposal. After the Council meeting staff will post on the City’s website, American for the Arts (we may need to become a member), Forecast, and California Arts Council. If there are other locations or entities the Committee thinks would be appropriate please let staff know.

Fiscal Impact

Without a budget it is unknown what the actual fiscal impact will be. The money used will be taken from the Public Art Fund, which as of October 31, 2021 had \$1,191,657.56 available for future projects.

Measure of Success

The community ends up with art behind the bathrooms at the Community Park which stimulates creativity, imagination, and adds a unique human quality to the area.

Stuart Schillinger

Stuart Schillinger, Assistant City Manager

Request for Proposal

Seeking Consultant to Assist the City of Brisbane Public Art Committee with the Selection and Installation of Public Art in the City's Community Park

The City of Brisbane's Public Art Commission is seeking a consultant or consultant team to support their work in the selection and installation of Public Art in the City's Community Park. The Public Art Commission is charged with improving the Community's quality of life through public art which stimulates creativity, imagination, and adds a unique human quality to the community environment and enriches public spaces.

Location of Project: The art installation will be located in the area behind the restrooms of the City's Community Park. Currently, there are picnic tables and decorative fire hydrants located in this area that may be utilized or removed from the space. Attached is a google map image of the area.

Project Description: The Public Art Committee is seeking a Consultant or Consultant Team to assist the Committee in creating a Request for Proposal which will result in an artist, artists, or artist teams to create and install an art piece or art elements in the designated location. The chosen consultant or consultant team will also assist the Committee with the selection of the artist(s), and work with the artist(s) throughout the installation process.

Desired Knowledge, Skills, and Abilities:

- Excellent writing and communication skills
- Working knowledge of the visual arts in general and public art specifically
- Familiarity with issues and best practices around the selection of public art undertaken by other municipalities
- Knowledge and experience related to racial equity and social justice as it relates to public art
- Familiarity with installation of public art in outdoor spaces
- Experience working with the public to incorporate the community's vision into the art installation.

Scope of Work

- Facilitate conversation with Public Art Commission to determine requirements for artist and artwork at the Community Park including budget for art installation
- Develop and Administer Request for Proposal or Interest Process
- Meet with Public Art Commission to assist with the selection of the artist
- Work with the chosen artist to ensure the vision of the Public Art Commission is achieved in the final design of the artwork
- Be the lead contact for the artist and the City during the installation of the art work
- Provide maintenance requirements for the artwork

Submittal requirements

- Consultant/Consultant Team information
 - Name
 - Address
 - Telephone Number
 - E-mail Address
- Cover Letter
- Resume
- Portfolio of previous projects consultant has overseen
- Cost Proposal

The City of Brisbane is an Equal Opportunity Employer and as such does not discriminate on the basis of race, color, sex, religion, ancestry, physical or mental disability, marital status, sexual orientation, or national origin.

AGREEMENT FOR PROFESSIONAL SERVICES **[DRAFT]**

THIS AGREEMENT dated _____, 2022 is made by and between THE CITY OF BRISBANE, a municipal corporation ("City"), and _____ ("Consultant").

RECITALS

AGREEMENT

1. **Scope of Services.** Subject to the direction and approval of City through its staff that City may provide from time to time, Consultant shall perform the services described in the scope of work outlined in the RFP and Consultant's proposal and referenced herein as exhibits #(TBD).

2. **Time of Performance.** The services of Consultant shall commence upon the execution of this Agreement and shall be satisfactorily completed within the agreed upon timeframe.

3. **Responsible Personnel.** The personnel acting on behalf of Consultant primarily responsible for performance of the services hereunder shall be as set forth within Consultant's proposal.

4. **Compensation.** As compensation for all services to be performed by Consultant under this Agreement, Consultant shall be paid the amounts set forth and incorporated herein as exhibit #(TBD). In no event shall Consultant's total compensation exceed the agreed upon sum 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 submitted monthly, or at such other time as agreed upon between City and Consultant. City shall pay Consultant no later than 30 days after approval of the invoice by City. Such payment shall not be unreasonably withheld.

6. **Maintenance and Inspection of Records.** Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, timecards, 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 or Subconsultants without the prior written approval of City. If City consents to any sub-consulting of work, Consultant shall be fully responsible to City for all acts or omissions of the subconsultant.

8. **Ownership of Documents.** Upon payment of fees and expenses due, all plans, studies, documents, and other writings prepared by and for the Consultant in the course of performing its services under this Agreement, except working notes and internal documents, shall become the property of City, 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, and other writings to City upon written request.

9. **Independent Contractor.** Consultant is, and at all times shall remain, an independent contractor, and not an agent, officer or employee of City. As an independent contractor, neither Consultant nor any of Consultant's 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 Consultant 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 procure and thereafter maintain a City of Brisbane business license during the term of this Agreement.

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, 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 Consultant is eligible to be employed in the United States. In the event 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 project of such workers as specified by City, and upon any failure by 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 reasonable attorney's fees, to the extent actually caused by negligence or willful misconduct in 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 negligent acts or omissions or willful misconduct of Consultant. Consultant shall not be liable for the negligent acts or omissions or willful misconduct of the City.

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) *Automobile Liability Coverage.* Consultant shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single limit for each occurrence, for bodily injury and property damage, providing coverage at least as broad as Insurance Services Office form CA 0001 (Ed. 12/90) Code 1 (any auto).
- (3) *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, Consultants 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 Consultants, if a program of self-insurance is provided, shall waive all rights of subrogation against City for loss arising from work performed by Consultants for City.

- (4) *Professional Liability Coverage.* Consultant shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per occurrence, covering negligent acts, errors or omissions which may be committed by Consultant in the performance of its services under this Agreement.
- (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 additional 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 Consultants' 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 affecting 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

City of Brisbane

50 Park Lane

Brisbane, CA 94005

Attn.: City Manager

To Consultant

TBD

16. **Litigation Expenses and Attorneys' Fees.** If any 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 reasonable attorneys' fees.

17. **Termination of Agreement.** This Agreement may be terminated by any 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: _____

Clayton L. Holstine, City Manager

ATTEST:

Ingrid Padilla, City Clerk

APPROVED AS TO FORM:

Consultant:

Michael Roush

Legal Counsel