

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER RFP 10089931-22-F,
Cultural Planning Consultant Services**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer, The Cultural Planning Group LLC to Request for Proposal (RFP) # RFP 10089931-22-F, Cultural Planning Consultant Services (Contractor).

RECITALS

On or about 6/28/2022, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A and incorporated herein by this reference.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the consulting services for the "Creative City" Cultural Plan.

City wishes to retain Contractor to provide consulting services for the "Creative City" Cultural Plan as further described in the Scope of Work, attached hereto as Exhibit B (consulting services), and incorporated herein by this reference.

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I
CONTRACTOR SERVICES**

1.1 Scope of Work. Contractor shall provide the consulting services to City as described in Exhibit B which is incorporated herein by this reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing consulting services.

1.2 General Contract Terms and Provisions. This Contract incorporates by this reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II
DURATION OF CONTRACT**

2.1 Term. This Contract shall be for a period of two (2) years and six (6) months beginning on the Effective Date. City may, in its sole discretion, extend this Contract for up to two (2) additional years. Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services. The term of this Contract shall not exceed five years unless approved by the City Council by ordinance.

2.2 Effective Date. This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III
COMPENSATION**

3.1 Amount of Compensation. City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed \$500,000.00.

**ARTICLE IV
WAGE REQUIREMENTS**

4.1 Reserved.

**ARTICLE V
CONTRACT DOCUMENTS**

5.1 Contract Documents. The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

5.2 Contract Interpretation. The Contract Documents completely describe the consulting services to be provided. Contractor will provide any consulting services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe consulting services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

5.3 Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1st document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st Any properly executed written amendment to the Contract
- 2nd The Contract
- 3rd The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4th Contractor's Pricing

5.4 Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

5.5 Public Agencies. Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

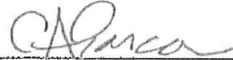
IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

The Cultural Planning Group, LLC
Proposer
6878 Navajo Rd., Unit 58
Street Address
San Diego, CA 92119
City/State/Zip
213-500-6692
Telephone No.
david@culturalplanning.com
E-Mail

CITY OF SAN DIEGO
A Municipal Corporation


BY:


Print Name:

Claudia C. Abarca
Director, Purchasing & Contracting
Department

October 18, 2022
Date Signed

BY:


Signature of
Proposer's Authorized
Representative
David Plettner-Saunders
Print Name
Partner
Title
7-21-22
Date

Approved as to form this 19th day of
October, 2022.
MARA W. ELLIOTT, City Attorney

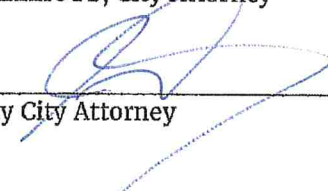
BY: 
Deputy City Attorney

EXHIBIT A
PROPOSAL SUBMISSION AND REQUIREMENTS

A. PROPOSAL SUBMISSION

1. Timely Proposal Submittal. Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

1.1 Reserved.

1.2 Paper Proposals. The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

1.3 Proposal Due Date. Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

1.4 Pre-Proposal Conference. Pre-proposal conference information is noted on the eBidding System.

1.4.1 Proposers are encouraged to attend the pre-proposal conference. Failure to attend does not relieve proposer of the responsibility to fulfill RFP and addenda requirements, and does not relieve Contractors from performing.

1.5 Questions and Comments. Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

1.6 Contact with City Staff. Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

2. Proposal Format and Organization. Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

Tab A - Submission of Information and Forms.

2.1 Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

2.2 Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

2.3 The Contractor Standards Pledge of Compliance Form.

2.4 Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

2.5 Conflict of Interest Certification.

2.6 Reserved.

2.7 Reserved.

2.8 Additional Information as required in Exhibit B.

2.9 Reserved.

2.10 Reserved.

2.11 Reserved.

Tab B - Executive Summary and Responses to Specifications.

2.12 A title page.

2.13 A table of contents.

2.14 An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

2.15 Proposer's response to the RFP.

Tab C - Cost/Price Proposal (if applicable). Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

3. Proposal Review. Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

4. Addenda. The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda

were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

5. Quantities. The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

6. Quality. Unless otherwise required, all goods furnished shall be new and the best of their kind.

6.1 Items Offered. Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

6.2 Brand Names. Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

7. Modifications, Withdrawals, or Mistakes. Proposer is responsible for verifying all prices and extensions before submitting a proposal.

7.1 Modification or Withdrawal of Proposal Before Proposal Opening. Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening. Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

8. Incurred Expenses. The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

9. Public Records. By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

10. Right to Audit. The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

B. PRICING

1. Fixed Price. All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$(1 - \frac{(\text{contract price} - \text{lowest price})}{\text{lowest price}}) \times \text{maximum points} = \text{points received}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive $(1 - ((105 - 100) / 100)) \times 60 = 57$ points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

2. Taxes and Fees. Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be

added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

3. Escalation. An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

4. Unit Price. Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

C. EVALUATION OF PROPOSALS

1. Award. The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

2. Sustainable Materials. Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

3. Evaluation Process.

3.1 Process for Award. A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

3.2 Reserved.

3.3 Mandatory Interview/Oral Presentation. The City will require only the top five (5) proposers, scoring within seven (7) points or less of the proposal with the highest score to interview and/or make an oral presentation. Interviews and/or oral presentations will be made to the Evaluation Committee in order to clarify the proposals and to answer any questions. The interviews and/or oral presentations will be scored as part of the selection process. The City will complete all reference checks prior to any oral interview. Additionally, the Evaluation Committee may require proposer's key personnel to interview. Interviews may be by telephone and/or in person. Multiple interviews may be required. Proposers are required to complete their oral presentation and/or interviews within seven (7) workdays after the City's request. Proposers should be prepared to discuss and substantiate any of the areas of the proposal submitted, as well as proposer's qualifications to furnish the subject goods and services. Proposer is responsible for any costs incurred for the oral presentation and interview of the key personnel.

3.4 Discussions/Negotiations. The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation.

Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer’s proposal, or award the contract without further negotiation.

3.5 Inspection. The City reserves the right to inspect the proposer’s equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer’s physical assets and financial capability. Proposer, by signing the proposal agrees to the City’s right of access to physical assets and financial records for the sole purpose of determining proposer’s capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City’s judgment, exhibit the sufficient physical and financial resources to perform this Contract.

3.6 Evaluation Criteria. The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
A. Responsiveness to the RFP.	20
<ul style="list-style-type: none"> 1. Requested information included and thoroughness of response 2. Understanding of the project and ability to deliver as exhibited in the Executive Summary. 3. Technical aspects 	
B. Staffing Plan.	20
<ul style="list-style-type: none"> 1. Qualifications of personnel adequate for requirement 2. Availability of personnel for required tasks 3. Clearly defined roles/responsibilities of personnel 	
C. Consultant's Capability to provide the services and expertise and Past Performance.	35
<ul style="list-style-type: none"> 1. Relevant experience of consultant and subcontractors 2. Previous relationship of consultant and subcontractors on similar projects 3. Demonstrated and applicable experience in: <ul style="list-style-type: none"> - creating innovative strategy and implementation plans for municipalities or other public agencies nationally and internationally - creatively engaging diverse communities thoughtfully in a public process - leading, coordinating, and facilitating public engagement processes - devising and executing a communications strategy for planning - building an accountable implementation and funding plan 4. A willingness to involve and cooperate with City staff and any City hired artists in fostering a process that is creative and dynamic for public. 5. Other pertinent experience in the arts, cultural and creative sectors 6. Demonstrated knowledge of San Diego and the greater Cali-Baja mega-region or a process to reach an understanding of it. 7. Past/prior performance 8. Capacity/capability to meet the City needs in a timely manner 	

	MAXIMUM EVALUATION POINTS
9. Proposed method to accomplish the work, including technical and management considerations.	
10. Reference checks	
D. Price.	10
E. Mandatory Interview/Oral Presentation.	15
1. Thoroughness and clarity of presentation	
SUB TOTAL MAXIMUM EVALUATION POINTS:	100
F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*	12
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	112

*The City shall apply a maximum of an additional 12 percentage points to the proposer's final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

D. ANNOUNCEMENT OF AWARD

1. Award of Contract. The City will inform all proposers of its intent to award a Contract in writing.

2. Obtaining Proposal Results. No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

3. Multiple Awards. City may award more than one contract by awarding separate items or groups of items to various proposers. Awards will be made for items, or combinations of items, which result in the lowest aggregate price and/or best meet the City's requirements. The additional administrative costs associated with awarding more than one Contract will be considered in the determination.

E. PROTESTS. The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED. The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

1. Insurance Documents. Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

2. Taxpayer Identification Number. Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

3. Business Tax Certificate. Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

4. Reserved.

5. Reserved.

6. Consultant Award Tracking Form.

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsible and responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

EXHIBIT B SCOPE OF WORK

A. INTRODUCTION

The City is seeking a qualified consultant or team of consultants (Consultant) to conduct a Citywide, comprehensive cultural planning process that will culminate in a “Creative City” Cultural Plan (CP) for San Diego. The CP will provide the vision and priorities for an innovative arts and culture policy framework and strategies to guide and strengthen the City’s planning, investment and ongoing development of San Diego’s arts and cultural sectors over a 7 to 10-year period.

It is envisioned that the CP will identify priorities and strategies for the following:

1. Alignment with the City’s Strategic Plan goals and priorities, including methods and tools for the arts to play a central role in responding to issues critical to San Diego such as workforce development, affordability, economic growth and investment, climate change, cross-border relations, and homelessness.
2. Greater access to arts and culture for all residents of and visitors to San Diego.
3. Greater equity in deployment of resources; and enhanced inclusion of participants in the creative life of city.
4. Focus on fostering experimentation, creativity, and excellence in the arts.
5. The City’s unique position as a binational city with shared economy, workforce, culture, and the arts.
6. Strategies to prioritize investments in cultural facilities and methodology to leverage cultural facilities to achieve citywide goals such as equity and creative workforce development.
7. Development of a prioritized and phased implementation strategy.
8. Identification of funding options, resources and strategies.

B. BACKGROUND

About San Diego

The City of San Diego lies in the southwest corner of California and immediately adjacent to Tijuana, Baja California, Mexico. It covers 342 sq. miles, has approximately 1.42 million people, and is the second-largest city in California and the eighth largest in the country. San Diegans, who have come from all parts of the world to live here, speak more than 100 languages.

San Diego is an exciting urban city surrounded by unmatched natural beauty. With its great weather and miles of sandy beaches, the city has traditionally been known as a destination for people attracted to the outdoors in general and, specifically, water contact activity. This quality had remained, even as the region had reinvented itself after the military downsizing in the 1980s when policies were established to attract educational infrastructure, mobile communications, and life science industries to replace the vacating military support industries.

The outgrowth of these policies is the evolution of an innovation industry. The city displays a high level of livability, workability, and sustainability. It is a vibrant and sustainable urban ecosystem; with communities that combine technology and creativity to solve problems and overcome shared challenges.

San Diego's proximity to the Mexican border has strongly influenced the area's cultural landscape. Whether in terms of art, cuisine, or bilingual communications, all cultural practices in the San Diego region are directly or indirectly influenced by this 500-year history. The San Diego-Tijuana metropolitan region (also known as the Cali-Baja Mega Region) is the largest [bi-national conurbation](#) shared between the United States and Mexico; the second-largest shared between the US and another country, the fourth largest in the world. The City of San Diego serves a diverse population that includes the 1.42 million residents, an additional 1.91 million in the County of San Diego, and an additional 2.18 million from Tijuana's large cross border metropolises.

San Diego's city government aims to effectively serve and support its communities through Mayor Todd Gloria's vision to create a global city for all. The City's goals include providing high-quality public service, working with all communities to achieve safe and livable neighborhoods, and creating and sustaining a resilient and economically prosperous city. It is the kind of place where government works in harmony with the community to create opportunities for and improve all residents' lives in all neighborhoods.

About the Commission for Arts and Culture

Established in 1988, the Commission for Arts and Culture is a volunteer advisory body comprised of 15 volunteers. Nine members are appointed by and represent a City Council district, and Mayor appoints the remainder. The body's mission is to promote, encourage, and increase support for the region's artistic and cultural assets, integrate arts and culture into community life, and showcase San Diego as an international cultural destination.

The City's arts and culture division referred to as "the Commission," is housed in the Neighborhood Services branch in City operations- along with Parks & Recreation, Special Events & Filming, Libraries, and Immigrant Affairs - organized together to advance the civic life of San Diego. Commission works closely across all city departments, including economic and workforce development, to center arts, culture, and creativity as a key tool to advance the larger city priorities, functioning within guiding principles of equity for all.

The City, through the Commission, invests in San Diego communities across every council district through systems of investment, advancement, and partnerships. The goal is to enrich every neighborhood through arts, culture, and creativity and provide the opportunity for every resident to identify art and culture on their terms.

The City is the largest provider of annual, general operating, and project funding to arts and culture nonprofits in the region through the Commission. Varying annually based on tax receipts, the Commission provides approximately \$10 million annually to nearly 200 organizations. Partner departments include (but are not exclusive to) Parks and Recreation and San Diego Public Library, where City-funded organizations

provide activities and programming for children, seniors, and people with special needs. Additionally, local schools serve as outreach venues for City-funded organizations to engage students in class-based arts instruction and creative experience, with more than 400,000 students served pre-pandemic. At the same time, the City funds neighborhood associations, business improvement districts, and social service agencies to activate public spaces with concerts, festivals, and cultural celebrations to large-scale destination cultural tourism events such as Dias de los Muertos, Big Bay Boom, and San Diego Pride. These organizations leverage the City's investment by more than five times with additional corporate, foundation, and individual support. Pre-pandemic, these organizations reported \$299 million in expenditures, serving more than 4 million in-person activities. Recent reports show a decrease to approximately \$153 million during the pandemic's first year.

The Public Art Program promotes artistic development and works to transform the city's built environment by including public art and providing access to high-quality artistic and cultural experiences. Public art, both permanent and temporary, can enhance public places, communicate civically and generate neighborhood pride. The program develops and stewards the Civic Art Collection of nearly 1,000 artworks placed throughout libraries, civic buildings, and public parks, integrates art into capital improvement projects and City public places, and ensures the inclusion of art or space for cultural use in private development projects. Through innovative programs such as *here comes the neighborhood*, City commissions some of the region's most accomplished artists to engage with communities and transform public spaces through art integration. City will deliver the first iteration of *here comes the neighborhood* in 2022 in San Ysidro and announce the second, focused on the Encanto area. *Park Social* will bring social-specific public art to the City's park system in all council districts. These artist commissions will connect the park-goer and the park, spark dialogue, and encourage people to get out into the parks and experience them in new, unexpected ways.

Research into the value and impact of arts is becoming a core function of the Commission. Through analyses and reports, Commission illuminates the characteristics and trends of the creative ecosystem and its regional impact. These research activities include 1) mapping outreach of arts organizations citywide; local creative economy studies; 3) economic impact of the nonprofit arts sector; and 4) measuring COVID-19 impact on arts organizations and workforce.

Traditionally recognized for its support of arts and culture organizations, Commission has intentionally expanded its understanding of its investments. It continues to expand into areas centered on artist engagement, civic issues, and the creative sector to ensure greater access to and equity in the arts.

Commission works under the premise that arts, culture, and creativity are at the core of all global cities and partners across sectors to advance the reputation and brand of San Diego as an international cultural destination and center for creative industries, mirroring the tremendous growth of the innovation sector. San Diego's history and economy and today's culture are inextricably linked to Tijuana, comprising an extraordinary region. Commission embraces and elevates this regional characteristic through iconic initiatives that build the region's brand, expand economic activity and drive tourism. In fiscal year 2023, Commission will continue to support regional

planning efforts for World Design Capital 2024 San Diego-Tijuana, which is projected to generate more than \$1.2 billion in economic activity and 4 million unique visitors, including 1.4 overnight stays.

Every City program, investment, and initiative facilitated by Commission is developed and implemented with a commitment to diversity, equity, and inclusion. Commission works to reduce barriers to access City arts and culture funding through both policy and practice and provides targeted technical assistance in communities of concern to increase funding applications year after year. At the Lyceum Theatre, the City-funded performing arts fund helps underwrite the cost of facility and equipment rental for some of the city's small and BIPOC-representing organizations. And through SD Practice, the City works to expand the Civic Art Collection holdings by acquiring new works that reflect the rich diversity of artist talent and expression in San Diego – a step towards building a collection truly reflective of us all. This work continues in fiscal year 2023 with expanded technical assistance and capacity-building programs and initiatives.

Capitalizing on this momentum, which a CP will help drive, City aims to embark on a transformational initiative for the way it sees arts and culture within its planning and investment strategies. Led by arts and culture staff, the City's first cultural planning process will complement foundational planning initiatives such as the Parks Master Plan – Parks for All of Us, and Our Climate, Our Future – the City's comprehensive approach to climate action. This CP will help to ensure City achieves greater access and equity in arts and culture for all residents and visitors to San Diego.

Arts, Cultural, and Creative Sectors

San Diego has been lauded as a hub for creativity and innovation for the past several years. A study by Arizona State University researchers in 2015 ranked San Diego metropolitan area in the top 10 economies closest to the ultimate creative economy. The City aims to leverage this momentum to advance San Diego as a robust environment for artistic practice, creativity, and collaboration. The CP will be a primary component in the City's platform for supporting and investing in the region's growing community of artists, makers, musicians, filmmakers, writers, researchers, and other creatives dedicated to advancing artistic excellence and innovation in San Diego's creative economy.

Another primary driver of the innovation economy in the San Diego region is the convergence of the life science and mobile technology industries. The area, often referred to as the world's largest wireless community, has more than 1,100 life sciences companies and more than 80 research institutes. The research institutes – along with the University of California, San Diego, San Diego State University, and other major universities in the region – provide both sectors with breakthrough technologies that fuel company growth and product development. These unique assets, combined with one of the most talented labor forces in the world, offer fertile ground for consideration in the CP centered on interdisciplinary approaches that merge art, science, and technology.

The shared border offers unique opportunities for binational consideration in the CP. In addition, there is a growing sphere of influence that Tijuana artists, architects, and designers have in redefining Tijuana culture in the U.S.

With over fifty million people annually crossing the border, the cities of San Diego and Tijuana's future depends today more than ever on a more substantial binational cooperation. This cooperation includes a public sensibility, incentivizing cross-border exchange; to developing new strategies of co-existence and inter-dependence between these two border cities.

While the City has engaged in public art planning and several research efforts to capture the strengths and challenges of the arts and cultural sectors, it has not led a comprehensive public planning process on the scale the City is currently envisioning. In preparation for this effort, the City is presently completing assessments to understand better the city's creative industries, equity and inclusion practices in the arts, and nonprofit service areas. This information will provide the Consultant with analyses and inventories that support identifying priorities and strategies during the CP process.

C. CONTEXT FOR CULTURAL PLANNING

Oversight for the planning process is by the City. Process and framework oversight will rest with the City's arts and culture staff.

City staff will oversee the selection of the Consultant, issue and monitor the Consultant's agreement; track progress against agree-upon goals through the planning process; and collaborate with Consultant on brand identity and design framework and maintain website for the CP.

D. EXPERIENCE AND KEY PERSONNEL

Consultant should have a proven record of experience in completing CP similar in scope to this RFP. They should also have the following:

1. Experience in project management and administration of large complex public projects with multiple sub-Consultants.
2. Experience in preparing and facilitating creative, outside the box, public participation and engagement plans, strategies, and tactics.
3. Experience with race and cultural equity.
4. Experience in producing high quality project information.
5. Ability to lead, facilitate and coordinate projects involving comprehensive participation.
6. Experience with public government-owned cultural real estate asset planning and financing.
7. Experience with GIS mapping and demographic surveys.
8. Experience on public project implementation strategies.
9. Knowledge of financing plans and strategies.
10. Capacity to accomplish work in the required time.
11. Experience working with government agencies.

12. Willingness to involve and cooperate with City staff and any City-hired artists.

E. PROJECT SCHEDULE

The CP will be about an 18-month project and will start with the execution of the Consultant Agreement in summer of 2022. Phases, which can overlap, could include:

Phase 1: Research and Public Engagement (approximately 7 months)

1. CP framework plan, review of background information and public engagement plan
2. Citywide, comprehensive public engagement

Phase 2: Development of the CP Document (approximately 8 months)

1. Draft preliminary set of CP materials
2. Public engagement and feedback on preliminary set of CP materials
3. Refinement of draft CP document
4. Draft CP document released for public comment and finalize draft

Phase 3: CP Presentation and Approval Process (approximately 2 months)

1. CP presentation and recommendation from the Commission for Arts and Culture advisory body
2. CP presentation and adoption by City Council

Phase 4: CP Launch and Closeout (approximately 1 month)

F. SCOPE OF SERVICES

A final scope of services must be further developed during Consultant agreement negotiations. Consultant tasks may include, but are not limited to, the following:

1. PROJECT MANAGEMENT AND ADMINISTRATION

a) CP Kickoff Meeting

Conduct a kickoff meeting with key City staff to discuss:

- Project scope and schedule
- Roles, responsibilities, and expectations
- Review of existing documents and other guiding data and materials
- Communication protocols
- Stakeholder groups
- Website and promotional materials
- Public engagement
- Final document format
- CP framework plan

b) Background Information

Become familiar with all background information. Relevant materials include but are not limited to:

- City Strategic Plan
- City arts and culturework plan
- San Diego Municipal Code, Section 26.0701, et. al.
- Council Policies 100-03, 900-11, and 100-23
- City General Plan
- 2004 City Public Art Master Plan
- San Diego Creative Economy Assessment Report
- City Climate Action, Mitigation and Adaptation Plans
- City Park Master Plan
- City Mobility Plan
- San Diego Public Library Master Plan
- Diversity, Equity and Inclusion Assessment Report for Commission's programs and services
- City's arts and culture programmatic materials and website
- Cultural tourism reports
- Cultural asset map of City-funded nonprofits
- Benchmark and comparison with other local arts agencies

c) Communication Goals

Under the direction of City staff, develop and maintain open lines of communications and cooperation to ensure a successful process. Attend press or media events associated with project, as directed.

d) Coordination Meetings

Meet with City staff on an established regular basis to discuss project coordination.

e) Agendas and Minutes

Issue meeting agendas and meeting minutes for meetings with City staff, and various CP stakeholder meetings.

f) Project Schedule

Issue and update a project schedule that includes review periods for City staff and time for revisions before all critical milestones.

g) Quality Control

Conduct internal review and quality control checks on all drafts and deliverables prior to issuing to City staff for review.

h) **Collateral Materials**

Collaborate with City staff on design of collateral materials and provide deliverables in a digital format for posting to the City's CP website and social media. Content may include but not limited to project schedule, CP framework plan, public meeting notes, and draft CP. Posting of the materials and maintenance of the website and social media will be the responsibility of the City.

i) **Deliverables**

- Kickoff meeting agenda and minutes
- Meeting agendas and minutes
- Comprehensive project schedule
- Website and social media materials

G. PUBLIC ENGAGEMENT PLAN

1. PUBLIC ENGAGEMENT PLAN

Prepare a detailed, forward-thinking public engagement process that provides guidance for conducting creative, outside the box public outreach, with clear objectives and strategies for achieving successful results. The public engagement process should include new and innovative technology to provide for direct outreach and increase the awareness of City's arts and culture programs and services, and generally building public will for arts, culture, and creativity in San Diego. The plan should consider and compliment participatory engagement projects that will be conceptualized by any City-hired artists. The plan will include, but not limited to, the following:

- a) Goals, objectives, and desired outcomes for public engagement, project branding and publicity
- b) Key messages
- c) Guiding principles for conducting the planning process
- d) Assessment of potential project issues and stakeholders
- e) Timeline showing the relationship between the public engagement plan, artist-designed projects managed by the City and the planning tasks/activities
- f) Responsibilities of the Consultant and City staff
- g) Coordination/cooperation with any City-hired artists
- h) Website/interactive online forum
- i) Communications plan for keeping public up to date on planning progress and learnings.
- j) Ensure the process collects input from residents and visitors of diverse backgrounds, for whom English is a second language.

2. DELIVERABLES

- a) Public engagement plan
- b) Digital content and materials for City website and social media

H. CP FRAMEWORK PLAN

1. CP FRAMEWORK PLAN

Prepare a well-designed framework plan detailing the steps that the Consultant and City will take to develop the CP. The purpose of the framework plan is to garner support on the project approach, project steps and the public engagement process early in the timeframe of the project. Consult with City staff on the design and content prior to final submittal. The framework plan will include, but not be limited to, the following:

- a) Purpose and goals of the CP
- b) Summary of the public engagement plan
- c) An outline of the CP
- d) Timeline

2. PUBLIC PRESENTATIONS

Prepare a well-designed presentation defining the key aspects of the CP framework plan. Consult with City staff on the design and content prior to final submittal. Presentations include, but are not limited to, the following:

- a) Commission for Arts and Culture advisory board
- b) Council Committee
- c) City Council

3. DELIVERABLES

- a) CP framework plan
- b) PowerPoint or other approved presentation
- c) Digital content and materials for website and social media

I. EXISTING CONDITIONS ANALYSIS AND SUMMARY

1. DEMOGRAPHIC AND POPULATION ANALYSIS

Review the City's existing demographic and current population data for the City's fifty-two (52) community plan areas. The Consultant will analyze the data to determine trends in population, income level, ethnicity, education level, age and gender, density and forecasted population growth.

2. CITY ARTS, CULTURE AND CREATIVE INDUSTRIES PROGRAMS AND SERVICES EVALUATION

Prepare a memorandum of the findings and recommendations, based on series of interviews with City staff and review of background information. The goal of the interviews is to obtain programming information on existing arts, culture, and creative industries programs currently provided, and to identify opportunities for future programming.

3. CITY CULTURAL FACILITIES EVALUATION

Prepare a memorandum of the findings and recommendations, based on series of interviews with City staff and review of background information. The goal of the interviews is to obtain information on existing City cultural assets (i.e. use, location, condition of facilities) and to identify opportunities for future facilities and potential for expanded cultural and creative uses.

4. CULTURAL EQUITY, CREATIVE ECONOMY, AND CULTURAL TOURISM

Prepare a memorandum of the findings and recommendations on how the CP can incorporate and respond to the City's existing assessments and materials on cultural equity, creative economy, and cultural tourism, based on a review the assessments. These findings and recommendations will then be implemented into the CP.

5. EXISTING CONDITIONS ANALYSIS SUMMARY

Compile the findings from tasks 9.2 through 9.4 outlined above into an Existing Conditions Analysis Summary document including but not limited to: project overview, demographics and population, arts and culture programing evaluation, and opportunities.

6. DELIVERABLES

- a) Existing Conditions Analysis Summary

J. NEEDS AND PRIORITIES ASSESSMENT ANALYSIS AND SUMMARY

1. NEEDS AND PRIORITIES PUBLIC INPUT

Obtain public input on arts, culture and creative sector needs and priorities on a local and regional basis through a series of sessions, interviews, and surveys. Public input could include the following but is not limited to:

- a) **Focus Sessions**
The Consultant shall work with City staff to design focus sessions.
- b) **Stakeholder Interviews**
The Consultant shall work with City staff to identify key stakeholder groups.
- c) **Statistically Valid Survey**
Prepare a statistically valid public mail or telephone survey. Specify minimum sample size and level of confidence/ margin of error. Survey questions will be developed with City staff.
- d) **Online Survey**
A web-based survey will be launched to solicit additional public online input. Survey questions will be developed with City staff.

2. NEEDS AND PRIORITIES ANALYSIS SUMMARY

Compile the findings outlined in tasks 10.1 into a Needs and Priorities Analysis Summary. Provide recommendations for prioritizing arts, culture and creative needs in the city of San Diego.

3. CITY PRESENTATIONS

Prepare a presentation defining the key aspects of the Existing Conditions Analysis and the Needs and Priorities Analysis to the following City groups:

- a) Commission for Arts and Culture advisory body
- b) City Council Committee

The presentation will be made available online for public review. Defining the key aspects of the Existing Conditions Analysis and the Needs and Priorities Assessment Analysis will provide clear direction on the next phase of the CP.

4. DELIVERABLES

- a) Public Input on Needs and Priorities data
- b) Needs and Priorities Analysis Summary
- c) City Group PowerPoint presentation

K. VISIONING AND PUBLIC OUTREACH

1. VISIONING ENGAGEMENT

Conduct public engagement events to develop a long-range vision for the CP. The events could include:

- a) Presentation of what a CP will provide
- b) Summary of existing conditions
- c) Findings from Needs and Priorities Analysis
- d) Development of CP Vision: Goals and Priorities
- e) Vision: Objectives and Goals

2. VISIONING ENGAGEMENT SUMMARY

Summarize the key principles, concepts and ideas developed during the events or sessions.

3. DELIVERABLES

- a) PowerPoint presentation
- b) Visioning Event(s) Summary
- c) Goals and Objectives
- d) Conceptual Vision Map
- e) Digital materials for website and social media

L. IMPLEMENTATION WORKSHOP WITH CITY STAFF AND REPORT

1. ORDER OF MAGNITUDE ESTIMATE OF PROBABLE COSTS

Prepare an “order-magnitude” opinion of probable costs to implement proposed priorities, strategies and the new CP.

2. IMPLEMENTATION WORKSHOP

Conduct a workshop with key City staff to review proposed strategies, probable costs and discuss various implementation strategies to implement the CP. Agenda items could include, but are not limited to:

- a) Vision and estimate of costs
- b) Needs and priorities summary
- c) Current City funding strategies for arts and culture
- d) Staffing projections
- e) Funding projections
- f) New funding sources
- g) Strategies for arts, culture, and creative sectors

Prepare a report summarizing the workshop and detailing existing City funding strategies, projects funding need, arts, culture and creative priorities, and new funding strategies.

3. 7 TO 10-YEAR ACTION REPORT

Prepare an action report detailing implementation of the CP based on the Order of Magnitude Estimate of Probable Costs and the results of the Implementation Workshop for the next 10 years to include:

- a) Prioritized implementation list
- b) Implementation plan
- c) Implementation schedule

4. DELIVERABLES

- a) Order of Magnitude Estimate of Probable Costs Summary
- b) Implementation Workshop Report
- c) 7 to 10-year Action Report

M. FUNDING STRATEGIES

1. FUNDING SOURCES

Research a variety of funding strategies and sources that have been successful in other jurisdictions.

2. FUNDING STRATEGIES OVERVIEW

Prepare an overview of how arts and culture is funded today and what the short falls are. Provide a summary of the funding sources listed in task 13.1 above with their pros and cons. Include a matrix of how these funding sources could address the implementation of the CP.

3. DELIVERABLES

- a) Funding Strategies Overview

N. CULTURAL PLAN

1. FIRST DRAFT CP

Prepare the first draft of the CP to include, but not be limited to, the following sections:

- a) Foreword
- b) Executive Summary
- c) Introduction
- d) Process and Methodology
- e) Research and Discovery
- f) Public Engagement
- g) The Plan
 - i. Overview
 - ii. Goals, Strategies and Actions
 - iii. Starting Points for Implementation
- a) References
- b) Acknowledgements

Produce and include charts, graphs, maps, visuals and other data as needed to support the CP.

2. SECOND DRAFT CP

Revise the first draft based on City staff comments.

3. DRAFT CP ONLINE ENGAGEMENT

Prepare a draft CP and place on the website for public input.

4. DRAFT CP PUBLIC SESSIONS

Provide a minimum of three (3) public open house/town halls/sessions. The workshops will be used as a mechanism to gain input while the draft CP is available online. The Consultant is to provide a record of all comments to the City.

5. CP ADVISORY BODIES INFORMATION PRESENTATIONS

Present a PowerPoint of the draft CP to the following advisory committees for information:

- a) Commission for Arts and Culture Advisory Body
- b) City Council Committee

6. FINAL DRAFT CP

Prepare a final CP based on public workshops, advisory committee meetings and City staff comments.

7. DELIVERABLES

- a) First Draft CP
- b) Second Draft CP
- c) Draft CP Online Engagement materials for website and summary
- d) Draft CP Public Workshops PowerPoint presentations and summary
- e) Draft CP Advisory Bodies PowerPoint presentations and summary
- f) Final Draft CP

O. CP RECOMMENDATIONS AND ADOPTION

1. CP RECOMMENDATIONS

Present the Final Draft CP to the following bodies:

- a) Commission for Arts and Culture Advisory Body
- b) City Council Committee

2. CP APPROVAL/ADOPTION

Present the Final Draft CP to the following for approval/adoption:

- a) City Council

3. DELIVERABLES

- a) PowerPoint presentations to advisory bodies
- b) PowerPoint presentation to approval bodies
- c) Final CP Digital
- d) Final CP (Hardcopies)
- e) Digital materials for website and social media

P. ADDITIONAL SERVICES

The City may require that the Contractor perform Additional Services beyond those described in the Scope or Services. Prior to Contractor's performance of any Additional Services, the City and the Contractor must agree in writing upon a fee for

the Additional Services. The City will pay the Contractor for performance of any Additional Services in accordance with Section R, 5. Manner of Payment.

Q. TECHNICAL REPRESENTATIVE

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

R. COMPENSATION, PHASE FUNDING, AND PAYMENT REQUIREMENTS

1. Amount of Compensation. City shall pay the Contractor for performance of all services rendered with this Contract in an amount not to exceed \$350,000.00. The City reserves the right in its sole judgement and discretion to make any reasonable adjustments to the Phased Funding Schedule.

2. Phased Funding Schedule. The work to be performed under this Agreement shall be performed during the specific phases identified in the following Phased Funding Schedule.

Anticipated Funding/Phases	Dates	Total Not to Exceed Amount
1, 2 (up to first half of phase 2)	From date of execution of the Agreement through 6/30/23	\$250,000
2 (remaining part of phase 2), 3, 4	From 7/1/23 through completion of the Agreement	\$100,000
Total		\$350,000

3. The Parties expressly agree and understand that each Funding Phase is subject to funds being appropriated and authorized by the City Council each fiscal year. The City’s obligations and the Contractor’s obligations under this multi-phase contract, which shall be funded by multi-phase funding authorizations, are as follows:

- A) Only Phase 1 and up to half of Phase 2 funding is available at time of contract award and no other phases are authorized. The City shall so notify the Contractor in writing when the next Phase has been funded.
- B) The City is not obligated to the Contractor for any amount over that specified in the Funding Schedule that has been authorized by the City Council.
- C) The Contractor is not obligated to incur costs for the performance of work required for any subsequent Funding Phase after the first phase and up to half of phase two, until written notification is received from the City of the availability of funds for the next Phase. The Contractor’s obligation shall increase only to the extent authorized by the City.
- D) If the Agreement is terminated under General Contract Terms and Provisions, Section 4.2 “City’s Right to Terminate for Convenience”, the settlement proposal shall be determined pursuant to procedures

established in that section. The Contractor shall be entitled to compensation for only those Services provided under Funding Phases that have been authorized by the City.

E) The Phase Funding schedule may be amended as required by the City.

4. The not-to-exceed stated in the Funding Schedule above include the following specific elements:

A) Work described in this Agreement and its Exhibits.

5. **Manner of Payment.** The City shall pay the Contractor in accordance with the above Phased Funding Schedule. For the duration of this Agreement, the Contractor shall not be entitled to fees, including fees for expenses that exceed the amounts specified in the Phased Funding Schedule and Compensation and Fee Schedule. The Contractor shall submit one invoice per calendar month in a form acceptable to City in accordance with the Compensation and Fee Schedule. The Contractor shall include with each invoice a description of completed Services, reasonably related expenses, if any, and all other information, including but not limited to: the progress percentage of the Scope of Services and/or deliverables completed prior to the invoice date, as required by the City. The City will pay undisputed portions of invoices within thirty calendar days of receipt

S. PRICING SCHEDULE

Proposer shall state the rate at which time will be billed to the City, as well as the rate for any other members who will be doing work for the City. Please indicate the discount, if any, the City is receiving from any usual rate.

The City will assess points for cost based on the average hourly rates for all services as described in the RFP in accordance with Exhibit A, 3.6 Evaluation Criteria, D. Cost.

EXHIBIT C



THE CITY OF SAN DIEGO
GENERAL CONTRACT TERMS AND PROVISIONS
APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS

ARTICLE I SCOPE AND TERM OF CONTRACT

1.1 Scope of Contract. The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

1.2 Effective Date. A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

1.3 Contract Extension. The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

ARTICLE II CONTRACT ADMINISTRATOR

2.1 Contract Administrator. The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

2.1.1 Contractor Performance Evaluations. The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

2.2 Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent
City of San Diego, Purchasing and Contracting Division
1200 3rd Avenue, Suite 200
San Diego, CA 92101-4195

ARTICLE III COMPENSATION

3.1 Manner of Payment. Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

3.2 Invoices.

3.2.1 Invoice Detail. Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

3.2.2 Service Contracts. Contractor must submit invoices for services to City by the 10th of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

3.2.3 Goods Contracts. Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

3.2.4 Parts Contracts. Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

3.2.5 Extraordinary Work. City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

3.2.6 Reporting Requirements. Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

3.2.6.1 Monthly Employment Utilization Reports. Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5th) day of the subsequent month.

3.2.6.2 Monthly Invoicing and Payments. Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5th) day of the subsequent month.

3.3 Annual Appropriation of Funds. Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

3.4 Price Adjustments. Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

ARTICLE IV SUSPENSION AND TERMINATION

4.1 City's Right to Suspend for Convenience. City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

4.2 City's Right to Terminate for Convenience. City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs otherwise); and (2) complete any and all additional work necessary for the orderly filing of

documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

4.3 City's Right to Terminate for Default. Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

4.3.1 If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

4.3.2 If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors. If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

4.5 Contractor's Right to Payment Following Contract Termination.

4.5.1 Termination for Convenience. If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

4.5.2 Termination for Default. If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

4.6 Remedies Cumulative. City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS

5.1 Inspection and Acceptance. The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

5.2 Responsibility for Lost or Damaged Shipments. Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

5.3 Responsibility for Damages. Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

5.4 Delivery. Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

5.5 Delay. Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

5.5.1 If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

5.6 Restrictions and Regulations Requiring Contract Modification. Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

5.7 Warranties. All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

5.8 Industry Standards. Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

5.9 Records Retention and Examination. Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

5.9.1 Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

5.10 Quality Assurance Meetings. Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

5.11 Duty to Cooperate with Auditor. The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

5.12 Safety Data Sheets. If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

5.13 Project Personnel. Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

5.13.1 Criminal Background Certification. Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

5.13.2 Photo Identification Badge. Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

5.14 Standards of Conduct. Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

5.14.1 Supervision. Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

5.14.2 City Premises. Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

5.14.3 Removal of Employees. City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

5.15 Licenses and Permits. Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

5.16 Contractor and Subcontractor Registration Requirements. Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

ARTICLE VI INTELLECTUAL PROPERTY RIGHTS

6.1 Rights in Data. If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

6.2 Intellectual Property Rights Assignment. For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

6.3 Contractor Works. Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

6.4 Subcontracting. In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

6.5 Intellectual Property Warranty and Indemnification. Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim

of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

6.6 Software Licensing. Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

6.7 Publication. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

6.8 Royalties, Licenses, and Patents. Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification. To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

7.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or

in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

7.2.1 Commercial General Liability. Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

7.2.2 Commercial Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

7.2.3 Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2.4 Professional Liability (Errors and Omissions). For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

7.2.5 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

7.2.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

7.2.5.2 Primary Coverage. For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7.2.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

7.2.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

7.2.5.5 Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

7.3 Self Insured Retentions. Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

7.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

7.5 Verification of Coverage. Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7.6 Special Risks or Circumstances. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

7.7 Additional Insurance. Contractor may obtain additional insurance not required by this Contract.

7.8 Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

7.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

ARTICLE VIII BONDS

8.1 Payment and Performance Bond. Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

8.1.1 Bond Amount. The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

8.1.2 Bond Term. The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

8.1.3 Bond Surety. The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

8.1.4 Non-Renewal or Cancellation. The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force

and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

8.2 Alternate Security. City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS

9.1 Contractor Certification of Compliance. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

9.1.1 Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations: Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1.3 Non-Discrimination Requirements.

9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP). Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

9.1.3.2 Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result

in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

9.1.3.3 Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.4 Equal Benefits Ordinance Certification. Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

9.1.5 Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

9.1.6 Noise Abatement. Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

9.1.7 Storm Water Pollution Prevention Program. Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

9.1.8 Service Worker Retention Ordinance. If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

9.1.9 Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9.1.10 Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

9.1.11 Equal Pay Ordinance. Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the EPO.

9.1.11.1 Contractor and Subcontract Requirement. The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Any Contractor subject to the Equal Pay Ordinance shall require all of its subcontractors to certify compliance with the Equal Pay Ordinance in its written subcontracts.

ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW

10.1 Conflict of Interest Laws. Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

10.2 Contractor's Responsibility for Employees and Agents. Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

10.3 Contractor's Financial or Organizational Interests. In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

10.4 Certification of Non-Collusion. Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or

solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

10.5 Hiring City Employees. This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

ARTICLE XI DISPUTE RESOLUTION

11.1 Mediation. If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

11.2 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

11.3 Expenses. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

11.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

11.5 Mediation Results. Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

ARTICLE XII MANDATORY ASSISTANCE

12.1 Mandatory Assistance. If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations,

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

12.2 Compensation for Mandatory Assistance. City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

12.3 Attorneys' Fees Related to Mandatory Assistance. In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

ARTICLE XIII MISCELLANEOUS

13.1 Headings. All headings are for convenience only and shall not affect the interpretation of this Contract.

13.2 Non-Assignment. Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

13.3 Independent Contractors. Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

13.4 Subcontractors. All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

13.5 Covenants and Conditions. All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

13.6 Compliance with Controlling Law. Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract

termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

13.7 Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

13.8 Venue. The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

13.9 Successors in Interest. This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

13.10 No Waiver. No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

13.11 Severability. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

13.12 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

13.13 Amendments. Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

13.14 Conflicts Between Terms. If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

13.15 Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

13.16 Confidentiality of Services. All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

13.17 Insolvency. If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

13.18 No Third Party Beneficiaries. Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

13.19 Actions of City in its Governmental Capacity. Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPARTMENT
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195
Fax: (619) 236-5904

ADDENDUM A

Request for Proposal (RFP) 10089931-22-F

Closing Date: July 28, 2022
@ 2:00 p.m.

Bid to provide the City of San Diego with Cultural Planning Consultant Services Rebid

The following changes to the specifications are hereby made effective as though they were originally shown and/or written:

1. Remove the original Cover Sheet and replace with the attached Addendum A Cover Sheet.
2. Remove the original RFP Signature Page 3 and replace with the attached Addendum A Signature Page 3.
3. Add one (1) page "Questions and Answers". (**NOTE:** The question and answer pages are being provided for informational purposes only, and are not part of any resulting contract from this RFP.)

CITY OF SAN DIEGO PURCHASING & CONTRACTING DEPARTMENT

Tammy Ferguson

Tammy Ferguson
Associate Procurement Contracting Officer
(619) 236-6043

Addendum A
July 20, 2022

RFP 10089931-22-F, Cultural Planning Consultant Rebid Questions and Answers

Question 1 We understand the consultant will develop the public input assessment. For the purpose of providing the best budget possible, can the City provide a range of expectations for the number of focus sessions, stakeholder interviews, the statistically valid survey and online survey?

Response *The City is open to the proposer proposing their approach to meet this requirement.*

Question 2 We have a list of City Parks and Libraries; can the City provide a list of other City cultural assets that are expected to be part of the evaluation?

Response *The City will provide information on City cultural assets to the Contractor during the kickoff meeting. The majority of City-owned cultural assets are within public parks, such as the cultural facilities in Balboa Park. The City also owns or operates the San Diego Civic Theatre and Lyceum Theatre.*

Question 3 Can the City provide more clarity on what format the consultant needs to take in regard to the website and social media content? I.e., What format the content is submitted and how frequent are website and social media content updates expected to be made?

Response *The frequency of content updates should align with the project schedule and public engagement plan issued by the Contractor and reflect critical public interface milestones in the cultural planning process. As specified in the RFP, the Contractor should provide website and social media materials to the City in a digital format. The specific digital format provided to the City is up to the Contractor. The City uses a Windows environment and Google Suite.*

2.2 EXCEPTIONS

The Cultural Planning Group makes no exceptions to the scope of work, contract or exhibits.

City of San Diego
CONTRACTOR STANDARDS
Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

“Principal” means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of *Attachment A*.

A. BID/PROPOSAL/SOLICITATION TITLE:

Cultural Planning Consultant Services Rebid

B. BIDDER/PROPOSER INFORMATION:

The Cultural Planning Group, LLC		N/A	
Legal Name		DBA	
6878 Navajo Road, Unit 58	San Diego	CA	92119
Street Address	City	State	Zip
David Plettner-Saunders	(213) 500-6692		
Contact Person, Title	Phone	Fax	

Provide the name, identity, and precise nature of the interest* of all persons who are directly or indirectly involved** in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

** Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

David Plettner-Saunders	Partner
Name	Title/Position
San Diego, CA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Consultant	
Interest in the transaction	

Martin Cohen	Partner
Name	Title/Position
Melrose Park PA	
City and State of Residence	Employer (if different than Bidder/Proposer)
Consultant	
Interest in the transaction	

Linda Flynn	Partner
Name	Title/Position
Wilton Manors, FL	
City and State of Residence	Employer (if different than Bidder/Proposer)
Consultant	
Interest in the transaction	

Mariama Holman	Research Associate
Name	Title/Position
Charlotte, NC	
City and State of Residence	Employer (if different than Bidder/Proposer)
Consultant	
Interest in the transaction	

Duncan Webb	President
Name	Title/Position
New York, NY	Webb Management Services
City and State of Residence	Employer (if different than Bidder/Proposer)
Subcontractor/consultant	
Interest in the transaction	

Victoria Plettner-Saunders	Principal
Name	Title/Position
San Diego, CA	The Arts at Work
City and State of Residence	Employer (if different than Bidder/Proposer)
Subcontractor/consultant	
Interest in the transaction	

Lisa Cuestas	President & CEO
Name	Title/Position
San Diego, CA	Casa Familiar
City and State of Residence	Employer (if different than Bidder/Proposer)
Subcontractor/consultant	
Interest in the transaction	

Francisco Morales	Gallery Director
Name	Title/Position
San Diego, CA	Casa Familiar
City and State of Residence	Employer (if different than Bidder/Proposer)
Subcontractor/consultant	
Interest in the transaction	

Surale Phillips	Consultant
Name	Title/Position
West Palm Beach, FL	DRMTM
City and State of Residence	Employer (if different than Bidder/Proposer)
Subcontractor/consultant	
Interest in the transaction	

C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name?
 Yes No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?
 Yes No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?
 Yes No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated: _____ State of incorporation: _____

List corporation's current officers: President: _____
Vice Pres: _____
Secretary: _____
Treasurer: _____

Type of corporation: C Subchapter S

Is the corporation authorized to do business in California: Yes No

If **Yes**, after what date: _____

Is your firm a publicly traded corporation? Yes No

If **Yes**, how and where is the stock traded? _____

If **Yes**, list the name, title and address of those who own ten percent (10%) or more of the corporation's stocks:

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? Yes No

If **Yes**, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

Limited Liability Company Date formed: 12/16/2005 State of formation: California

List the name, title and address of members who own ten percent (10%) or more of the company:

David Plettner-Saunders, Partner, 6878 Navajo Rd., Unit 58, San Diego, CA 92119
Martin Cohen, Partner, 901 Melrose Ave., Melrose Park, PA 19027
Linda Flynn, Partner, 2816 NW 8th Ave., Wilton Manors, FL 33311

Partnership Date formed: _____ State of formation: _____

List names of all firm partners:

Sole Proprietorship Date started: _____

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

Joint Venture Date formed: _____

List each firm in the joint venture and its percentage of ownership:

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

E. FINANCIAL RESOURCES AND RESPONSIBILITY:

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?

Yes **No**

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?

Yes **No**

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: Chase Bank

Point of Contact: _____

Address: 8850 Navajo Rd., San Diego, CA 92119

Phone Number: (619) 465-3886

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B2010004550 Year Issued: 2022

F. PERFORMANCE HISTORY:

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes No

If **Yes**, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: Fulton County Arts & Culture

Contact Name and Phone Number: Alex Frankcombe, 404-216-8609
Contact Email: Alex.Frankcombe@fultoncountyga.gov
Address: 141 Pryor Street SW, Suite 2030, Atlanta GA 30303
Contract Date: May 17, 2019
Contract Amount: \$ 174,040.00
Requirements of Contract: Countywide public art master plan and cultural action plan

Company Name: Collier County, Florida
Contact Name and Phone Number: Maggie McCarty, 239-285-3660
Contact Email: collierfilm@aol.com
Address: 755 8th Avenue South, Naples, FL 34102
Contract Date: May 14, 2019
Contract Amount: \$ 102,185.00
Requirements of Contract: Countywide arts & culture strategic plan

Company Name: Raimi + Associates
Contact Name and Phone Number: Matthew Raimi, 510-200-0520
Contact Email: matt@raimiassociates.com
Address: 1900 Addison Street, Suite 200, Berkeley, CA 94704
Contract Date: September 13, 2019
Contract Amount: \$ 83,584.00
Requirements of Contract: Arts & culture element of general plan, City of Culver City

G. COMPLIANCE:

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
 Yes No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes **No**

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes **No**

If **Yes**, please disclose the names of those relatives in Attachment A.

I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes **No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes **No**

Certification # 17CP1821

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # _____
- b. Woman or Minority Owned Business Enterprise Certification # _____
- c. Disadvantaged Business Enterprise Certification # _____

J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? **Yes** **No** If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Webb Management Services
Address: 800 West End Ave., Suite 11A, New York, NY 10025
Contact Name: Duncan Webb Phone: (917) 402-2942 Email: dancan@webbmgmt.com
Contractor License No.: N/A DIR Registration No.: N/A
Sub-Contract Dollar Amount: \$ 25,000.00 (per year) \$ 25,000.00 (total contract term)
Scope of work subcontractor will perform: Cultural facilities evaluation
Identify whether company is a subcontractor or supplier: Subcontractor
Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified
Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: Casa Familiar
Address: 119 W Hall Ave, San Ysidro, CA 92173
Contact Name: Lisa Cuestas Phone: 619-313-3863 Email: lisac@casafamiliar.org
Contractor License No.: N/A DIR Registration No.: N/A
Sub-Contract Dollar Amount: \$ 10,000 (per year) \$ 10,000 (total contract term)
Scope of work subcontractor will perform: Advisor on binational issues
Identify whether company is a subcontractor or supplier: Subcontractor
Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified
Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

M. TYPE OF SUBMISSION: This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated 01/05/2022.

Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

- (a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.
- (b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).
- (c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).
- (d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).
- (e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

David Plettner-Saunders, Partner



7/18/22

Name and Title

Signature

Date

**City of San Diego
CONTRACTOR STANDARDS
Attachment "A"**

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.
Print in ink or type responses and indicate question being answered.

K. Additional subcontractors:

DRMTM
P.O. Box 30547
Palm Beach Gardens, FL 33420
Surale Phillips
suralephillips@gmail.com
406-600-7537
Contractor's License and DIR Registration: N/A
Subcontract amount: \$15,000
Scope of work: communications, branding and graphic design DRMTM is a subcontractor
No certification

The Arts at Work
6878 Navajo Rd., Unit 58
San Diego, CA 92119
Victoria Plettner-Saunders
vsaunders@cox.net
619-540-2925
Contractor's License and DIR Registration: N/A
Subcontract amount: \$10,000
Scope of work: advice on local context and opportunities The Arts at Work is a subcontractor
No certification

F7. Additional reference:

City of Sacramento
Dennis Mangers, 916-425-8167
dennis@dennismangers.com
915 I Street, #5, Sacramento, CA 95814
Contract date: June 1, 2017
Contract amount: \$200,800
Requirements of contract: citywide "Creative Edge" cultural plan

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

David Plettner-Saunders, Partner

Print Name, Title



Signature

July 18, 2022

Date

CONFLICT OF INTEREST CERTIFICATION

FORM CIQ

Any vendor, proposer, bidder, consultant, or contractor (Contractor) who supplies goods or provides services to the City of San Diego must sign and date this certification and comply with the requirements described herein.

OFFICE USE ONLY

Contractor is required to comply with all applicable local, state, and federal conflict of interest laws and regulations relating to public contracts including, but not limited to, California Government Code sections 1090 through 1099, California Government Code sections 81000, et. seq., and the City of San Diego Ethics Ordinance, codified in the San Diego Municipal Code sections 27.3501 through 27.3595. Compliance with these laws and regulations may require Contractor to timely file a statement of economic interests with the Filing Officer of the City of San Diego disclosing relevant financial interests.

Contractor shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or appears to be, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

A violation of any conflict of interest law is grounds for immediate termination of a contract with the City of San Diego.

Date Received

The Cultural Planning Group, LLC

Contractor Name

David Plettner-Saunders

Signature of Authorized Representative

David Plettner-Saunders

Printed/Typed

Name 7/18/22

Date

2.8 ADDITIONAL INFORMATION

The Cultural Planning Group has no additional information required by Exhibit B.



Tab B: Executive Summary and Responses to Specifications

We view successful arts planning as fully understanding and reflecting a community's vision and values.



2.12 TITLE PAGE

Creative City

City of San Diego

Proposal for Cultural Planning Consultant Services Rebid

RFP #10089931-22-F



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2.14 EXECUTIVE SUMMARY

The Cultural Planning Group, LLC (CPG) is a national consulting firm based in San Diego and serving the field of arts and culture. We are among the nation's most experienced cultural planning consultants and have successfully completed more than 85 such plans for cities and counties throughout the US. Our relevant projects illustrate our experience in both cultural and urban planning, including arts projects for the City of San Diego, San Diego Foundation and San Diego Unified School District. Creative and equitable engagement is a hallmark of our work and we believe community vision and participation are the foundation for successful cultural planning.

Creative City is San Diego's first-ever comprehensive citywide cultural planning effort. The overarching purpose is to provide a policy framework to guide investments in arts, culture and creativity to advance the City's priorities, as expressed in its strategic plan and other master planning. *Creative City* calls for a broad scope of capacities, including innovative city strategies, inclusive engagement, effective communications, cooperation with City staff and artists, and successful management of a complex public process. Topic areas include analysis of existing conditions and identification of opportunities for city programs, creative economy, city-owned cultural facilities, cultural equity, and cultural tourism. The engagement process will encompass robust stakeholder and public engagement, including statistically valid and online surveys. The RFP lists additional specific requirements for the planning process and resultant plan, which we understand and are ready to meet.

CPG has assembled a team with the requisite knowledge, skills and experience to fulfill the goals of *Creative City*. CPG brings our cultural planning and San Diego expertise. We are joined by Casa Familiar, a community development nonprofit serving San Ysidro and the borderlands, who will provide binational arts experience and advice. Webb Mgmt. is a national firm based in New York City with specific experience in citywide cultural facilities assessment. Victoria Plettner-Saunders is a highly experienced San Diego arts consultant who will advise on local context and opportunities, adding a layer of depth to both engagement and strategy development. We will, in consultation with City staff, identify one or more local engagement partners to assist with public engagement in specific communities.

San Diego is in a strong position to benefit from cultural planning at this time. The city's arts and culture community reaches back well over a century and has proliferated in recent years with new artists, nonprofits, creative entrepreneurs, cultural districts, arts spaces, and a vital creative community. The City conducted its first creative economy study in 2019/20, documenting significant economic impact and a breadth of industries and employment, and laying the foundation for growth strategies. The City has one of the nation's largest collections of city-owned cultural facilities that, despite challenges, may well provide opportunities for new uses and equitable community service. Recent designation of San Diego and Tijuana as the World Design Capital 2024 is but one indication of the opportunities presented by binational cooperation in arts and culture. The City and Commission for Arts and Culture each have strong commitments to equity and have taken specific steps to advance equitable practices. The cultural plan is a powerful tool in assuring all San Diegans can benefit equitably from the city's rich arts and cultural resources.

Our proposal details our approach and scope of work in performing the tasks laid out in the RFP. Our team can provide all services required within the desired timeframe, and we are available for follow-up services as may be required. We make no exceptions to the proposed contract.

Our pricing proposal is based on our current understanding of the project and totals \$320,440. We encourage an iterative dialogue in determining a final scope of work and budget that best meets the needs of the cultural planning process and is aligned with available resources.

2.15 PROPOSER’S RESPONSE TO THE RFP

TEAM QUALIFICATIONS

About Cultural Planning Group

We bring clarity and collaboration to the arts planning process, delivering a variety of services designed to connect communities to their unique sense of people and place.

It is more than expertise that defines the high level of success we achieve with our clients. When you choose CPG, you bring visionary values and collaboration to your planning project. We actively listen and learn with a deep commitment to uncover the vital creativity and culture of your community, culminating in a plan that is uniquely and powerfully about your place and people.

Our work is grounded in our belief that every community and person has the right to choose their own creative life.

Formed in 1998, CPG is a California LLC with three partners and three associates. Our managing office is in San Diego, with partners in Pennsylvania and Florida. Every project we undertake has the active participation of at least two partners and expert strategic alliances as required. This hands-on participation by the partners ensures effective project management and quality control resulting in successful project completion.

CPG partners have prepared more than 85 arts-related master plans for communities throughout the nation. We developed plans for diverse communities, ranging from rural towns to major metropolitan regions, and all in between: Washington DC, Houston, Boston, Kansas City and San Jose; Sacramento, Raleigh and Tempe; Laguna Beach, Healdsburg and Joshua Tree.

Our practice is grounded in the real-world experience of deep community engagement — a hallmark of our work — and a thorough knowledge of the local arts community. Each community poses its own vision, politics, aspirations, history, and potential.

*Others Plan. We Transform.
CPG enjoys a reputation built on trust, expertise, and insight.*

OUR SERVICES

CULTURAL PLANNING
CREATIVE ECONOMY PLANNING
PUBLIC ART MASTER PLANNING
STRATEGIC PLANNING
CULTURAL DISTRICT PLANNING
CULTURAL TOURISM
FEASIBILITY STUDIES
CREATIVE PLACEMAKING
SUPPORT FOR URBAN PLANNING

Cultural Planning Group
6878 Navajo Road, Unit 58
San Diego, CA 92119
213-500-6692
david@culturalplanning.com

SELECT CPG CLIENT LIST

GOVERNMENT AGENCIES

Broward County, Florida
California Arts Council
City of Boston
City of Boulder, Colorado
City and County of Denver
City of Chandler, Arizona
City of Dallas
City of Fort Lauderdale, Florida
City of Greensboro, North Carolina
City of Kansas City, Missouri
City of Laguna Beach, California
City of Livermore, California
City of Los Angeles
Cultural Affairs Division
City of Minneapolis, Minnesota
City of Oceanside, California
City of Pasadena, California
City of Philadelphia, Office of Arts, Culture and the Creative Economy
City of Pleasanton, California
City of Reno, Nevada
City of Riverside, California
City of Roseville, California
City of Sacramento, California
City of San Antonio, Texas
City of San Diego, California
City of San José, California
City of Santa Ana, California
City of Santa Clarita, California
City of Santa Monica, California
City of Sunnyvale, California
City of Thousand Oaks, California City of Tempe, Arizona
City of Upland, California
City of Ventura, California
Collier County, Florida
County of Maui Office of Economic Development/lao Theatre Restoration Initiatives Task Force, Hawai'i
DC Commission on the Arts and Humanities
Los Alamos County, New Mexico
Los Angeles County Arts Commission
Madison School District, Phoenix
Marin County, California

National Endowment for the Arts, Washington, DC
New Jersey State Council on the Arts
Ohio Arts Council
Port of San Diego, California
Salt Lake County, Center for the Arts
Salt Lake County, ZAP (Zoo, Arts & Parks) Program
San Bernardino County, California
San Diego Unified School District
Sonoma County, California

ARTS AND CULTURAL ORGANIZATIONS

African American Museum of Philadelphia
Amador County Arts Council, California
American Revolution Center, Philadelphia
Americans for the Arts, Washington, DC
Art Sanctuary, Philadelphia
Arts and Business Council of Greater Philadelphia
Chamber Music Hawai'i, Honolulu
Dallas Arts District Management Association and Arts Foundation
Dance/USA Philadelphia
Ennis House Foundation (Frank Lloyd Wright), Los Angeles
Exploratorium, San Francisco
Grand Canyon Music Festival, Arizona
Hawai'i Arts Ensemble (Halau Hula Ka No'eau), Honolulu and Waimea
Hawai'i Capital Cultural District, Honolulu
Historic Hawai'i Foundation, Honolulu
Humboldt Arts Council, California
IONA Contemporary Dance Theatre, Honolulu
L.A. Stage Alliance
LEONARDO/The International Society for the Arts, Sciences and Technology
Music Center of Los Angeles, Center Dance Association
Painted Bride Arts Center, Philadelphia
People's Light & Theatre Company, Malvern, Pennsylvania
PennPraxis, School of Design, University of Pennsylvania
The Philadelphia Singers
Raices Culturales Latino Americanas, Philadelphia
Scottsdale Public Art, Arizona

Side Street Projects
Pasadena, California
The Smithsonian Institution Southwest Chamber Music
Pasadena, California
Taller Puertorriqueño, Philadelphia
Wyck Association
Germantown, Pennsylvania
Yerba Buena Center for the Arts
Yuba Sutter Regional Arts Council
Marysville, California

FOUNDATIONS AND HIGHER EDUCATION

Hawai'i Community Foundation, Honolulu
Pew Center for Arts & Heritage, Philadelphia
Cultural Management Initiative
The Community Foundation Serving Riverside and San Bernardino Counties, California
The Emily Hall Tremaine Foundation
Connecticut
The James Irvine Foundation
San Francisco
The Sacramento Region Community Foundation
The San Diego Foundation
Terasaki Foundation, Los Angeles
The Montgomery County Foundation, Pennsylvania

URBAN DESIGN AND ARCHITECTURE FIRMS

AECOM, Raleigh, Sacramento & San Diego
DCE Design Community Environment, Berkeley
HR&A, Los Angeles
KPMG
LMN Architects, Seattle
Raimi + Associates, Berkeley & Los Angeles

Consultant Team

Cultural Planning Group would be the lead firm for this project, working in close partnership with the team partners. As opposed to simple sub-contracting, CPG approaches this and similar projects as a coordinated, holistic team of thought partners with each member bringing a distinct set of skills and experiences that contribute to plan development. CPG brings extensive national experience in leading development of cultural plans in cities, counties, and regions throughout the US, including the community engagement and research necessary to planning. Our local partner, Lisa Cuestas and Casa Familiar, have deep experience and roots in binational arts and culture, as well as more broadly in community development. Duncan Webb and Webb Mgmt. are among the nation's most experienced and knowledgeable consultants for citywide cultural facilities assessment and planning. Victoria Plettner-Saunders brings lifelong work in San Diego's arts and cultural community, as well as a national portfolio and current cross-sector work with the Commission, Library and Parks. CPG frequently collaborates with DRMTM on project communications and design.

Based in San Diego since 2008, CPG has substantial experience with the region's arts and cultural community. We have done projects for the Commission and other cities in the region. We are currently developing a business plan for the City's proposed Downtown Arts District centered on the three city-owned theaters in and near the Civic Center. We developed the conceptual plan for the arts district in 2021 that led the City to move forward with the current project. We have done recent arts projects for the San Diego Unified School District as well as the California Arts Council that focused on San Diego's arts and culture. Our understanding of the region's arts and culture extends back to two county-wide studies for the San Diego Foundation in 2006 and 2007. Additional relevant projects are listed beginning on page 44.

We understand that the Commission intends to engage San Diego artists to participate in the planning process. We regularly work with artists as part our planning and we are eager to partner with the Commission in this vital approach, and if desired, we can advise or assist with identifying opportunities for artist participation. CPG has set aside a budget for San Diego artists and additional engagement needs or partners for inclusive engagement.

Each firm and all team members have sufficient available time to fulfill their responsibilities in this project. CPG has 24 years of experience in managing its client workload and has a track record of meeting project schedules and milestones, including those of its subcontractors.

San Diego Cultural Plan Consultant Team

Team Member	Role	Notes
David Plettner-Saunders, Partner Project Lead & Manager Cultural Planning Group	David will lead the team and planning process, participating in all elements of plan development.	David has led or co-led most of the firm's cultural plans, including projects with complex engagement and extensive research. David is located in San Diego and available for meetings in between site visits. He is working with Martin on the downtown San Diego arts district plan.
Martin Cohen, Partner Project Co-lead Cultural Planning Group	Martin will assist with project leadership, advise on research design, assist with research tasks, and can assist with other project tasks as needed.	Martin has led or co-led many cultural planning projects as well as led research and needs assessment projects. He is working with David on the downtown San Diego arts district plan.
Linda Flynn, Ph.D., Partner & Research Director Research Lead Cultural Planning Group	Linda will lead all research, assist with project management/ leadership, and assist with plan development.	Linda has led or co-led many of the firm's projects, including cultural plans and public art master plans.
Mariama Hollman Research Associate Cultural Planning Group	Mariama will assist with research, data management, and additional research tasks as determined necessary.	Mariama has served as a research assistant with CPG for the past three years. She has assisted with cultural plans, feasibility studies, needs assessments and creative placemaking plans.
DRMTM Communications/design Cultural Planning Group	DRMTM will handle branding, communications and graphic design for the team, in partnership with City staff.	DRMTM is a collaboration of four communications/design professionals and a frequent CPG partner.
San Diego Artists and Engagement Partners	As described in the Scope of Work/Public Engagement Plan, CPG will consult with City engagement staff to identify artists and engagement partners to assist with inclusive engagement.	After much experience pre-selecting partners for proposals, CPG believes it is more effective, transparent, and successful to identify local artists and engagement partners in collaboration with the client at the start of the project.
Lisa Cuestas, President Casa Familiar Binational Advisor	Lisa will advise the team on binational engagement, artists issues, and strategy development.	Lisa has been with Casa for more than 20 years and oversees the organization's arts and culture programs and gallery space.
Francisco Morales, Gallery Director Casa Familiar The FRONT Gallery	Francisco will advise the team on binational engagement, artists issues, and strategy development.	Francisco is a practicing artist and directs Casa's FRONT gallery, which represents the San Ysidro/Tijuana arts community.
Duncan Webb, President Webb Mgmt.	Duncan will conduct the cultural facilities evaluation.	Duncan is one of the nation's most experienced and knowledgeable cultural facilities experts and, in addition to planning individual facilities, has done whole-city assessments.
Plettner-Saunders, Principal The Arts at Work	Victoria will advise the team on San Diego arts and cultural community context, people, organizations and other relevant information, and contribute to strategy development	Victoria is an independent consultant with lifelong experience working and consulting in San Diego's arts and culture sector. She is currently working with the Commission, Library and Parks departments on a City Heights collaboration. She was a staff member of the Commission from 1998-2005.



About Casa Familiar

Casa Familiar Mission

To enhance quality of life for low income individuals and families through Advocacy, Social Services, Education, Affordable Housing, Arts and Culture, and Community and Economic Development.

Values

Integrity/Integridad Respect/Respet Familia Culture-Cultura Community-Comunidad

Vision

To build relationship with our neighbors and key partners for the collective advancement of healthy, thriving, sustainable communities while preserving the essence of our neighborhoods.

Our History

Casa Familiar was founded in 1973 and is a 501(c)(3), community-based organization dedicated to serving residents in South San Diego. Originally established in 1968 under the name Trabajadores de la Raza, Casa has grown and expanded its efforts from solely serving Spanish-speaking residents in San Ysidro to providing services and programs to all South Bay San Diego County residents. Early on, Casa recognized that its predominantly low-income clients have changing and varied needs. Casa's approach allows the agency to adapt to community needs through a multi-faceted program and funding strategy. This permits the sustaining of advocacy and community development at its core, while simultaneously examining and addressing community needs. Casa Familiar has been serving people in South San Diego for 49 years.

Casa Familiar is the leading service and community development organization in the community of San Ysidro, providing over 40 bilingual programs and services at six different sites in the community. Programs range from Civic Engagement to Health & Social Services, Arts & Culture to Education.

Casa Familiar's The FRONT Arte y Cultura

The FRONT is an active art gallery, arts education space, and meeting venue for community residents and artists. THE FRONT's mission is to boost Arts & Culture in the San Ysidro – Tijuana region, to give space to new, diverse and innovative projects and ideas and to be a space for cultural and artistic engagement within the community.

Community Development

Casa Familiar believes that Community Design and Development depends on community involvement on all fronts, such as: education, economics, public art, politics, urbanism, architecture, and a sustainable border life that is guided by equity, and social justice.



Firm Profile

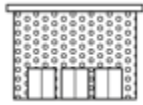
Webb Mgmt. is a leading provider of advisory services for the development and operation of cultural facilities, organizations, agencies and districts. Our clients include municipalities, colleges and universities, nonprofit arts organizations, community and private foundations, commercial developers, economic development agencies and various friends of the arts.

Our mission is to advance the arts with sound planning and research. Our values include:

- A passion for finding achievable and sustainable strategies for every assignment, organization and community.
- The desire to engage in meaningful and relevant research.
- The integrity to pursue the right answer as opposed to the easy answer.
- A commitment to collaboration and partnerships.
- A belief in the positive and beneficial impacts of the arts and creative industries on people, communities and society.

Our work is not intended to sit on a bookshelf, but rather to provide direction, a detailed roadmap and, oftentimes, a fundraising tool for those charged with turning project concepts into reality.

Firm Services



CULTURAL FACILITY DEVELOPMENT & OPERATIONS

The core of our practice is focused on the development and operation of arts, cultural, and entertainment facilities, including:

NEEDS ASSESSMENT: Studies that consider if and what facilities should be developed, improved or expanded relative to market conditions.

BUSINESS PLANNING: Plans for the operation of new, improved or expanded facilities that address how they should be programmed, operated and financially sustained. This work is often completed right after the needs assessment, combining to form a facility feasibility study. Business planning often includes qualitative and quantitative economic impact projections.

PROJECT DEVELOPMENT: Advice on financing options, real estate and site issues, project team selection and management, operating partnerships, executive search support, operational costing, project management and bridge or start-up programming.

FACILITY STRATEGIC PLANNING: Comprehensive long-range plans for existing arts, cultural and entertainment facilities with internal and external analyses, the formulation of strategy and the creation of detailed implementation plans.



CULTURAL RESEARCH & PLANNING

The other side of our practice provides research and advisory services to the arts sector, including:

RESEARCH: Primary and secondary organizational and sector-wide research, including audience and market research, surveys, focus groups, geo-demographic analysis, data analysis, custom analytics, mapping and benchmarking.

CULTURAL DISTRICT PLANNING: Studies that evaluate the need and opportunity for the development of cultural districts, addressing market conditions, the built environment, district brand and identity, district management and funding strategies.

ORGANIZATIONAL STRATEGIC PLANNING: Strategic planning for cultural organizations addressing capacity building, audience development, earned revenue growth, capitalization, organizational evolution, staff re-organization and board development.

MERGERS, ACQUISITIONS & CONSOLIDATIONS: Studies, strategies and ongoing advice on the combination of nonprofit arts organizations.

EXECUTIVE COUNSEL: Coaching, executive search, leadership development and strategy, and other advice.

About DRMTM

DRMTM is a boutique collective that builds bold brands exclusively in the arts and culture sector. Our four experts with deep experience in brand research, messaging, design, and activation ensure cultural plans reflect the spirit and character of the planning process reveals. In addition to creating brands for arts and cultural organizations, DRMTM has worked on cultural and public art plan branding in West Palm Beach, FL, Goshen, WY, and most recently with CPG on plans for Healdsburg, CA and Cedar Rapids, IA.

Surale Phillips, head of brand research, has been an affiliate cultural planning consultant with CPG for more than a decade and is familiar with the San Diego community. She has led market research for many of the city's cultural organizations, led visitor research for the public art plan for the San Diego International Airport, and led workshops in audience development for the San Diego Commission for Arts and Culture early in her career. With CPG she has participated in at least a dozen planning processes from coast to coast. Her role in this work is to deliver profound insight to connecting community research to the overall branding process.

Laura Bessinger-Morse, head of brand messaging also has deep roots in the arts from decades of work in the cultural sector running museums and nonprofits, raising money, and managing communications. Laura's magic is in the written elements of the plan and supporting communications to deliver messaging that is compelling, human, and authentic.

Cheryl Baldwin, head of brand design has been a creative professional and graphic designer for more than 30 years. Her gift for style evolved with a mission-driven intent to design brands that move and engage people. Each design detail is packed with meaning and purpose to bring the planning process and final plan document to life, reflecting the voices, places, and spaces that are uniquely San Diegan.

Jennifer R. Hudson, head of brand activation provides insight to the plan so that it's a living plan in action. She reveals creative, inspiring ways that embed the plan's core values into delivering on it's promise. Jennifer's 25-year international corporate communications career offers insider strategy to communicate plan activation so community impact flows throughout the plan.

Together with the planning team, DRMTM will develop brand identity, design details, and messaging for the planning process. Once finalized, the brand will carry through to all public facing materials and online tools, as well as to the final plan document.



Cheryl Baldwin



Jennifer R. Hudson



Surale Phillips



Laura Bessinger-Morse

CONSULTANT BIOS

DAVID PLETTNER-SAUNDERS CPG PARTNER

David Plettner-Saunders is Co-Founder of Cultural Planning Group. A consultant for 30 years, David has prepared arts and cultural plans for more than 40 communities, including Sacramento, Salt Lake, Washington DC, San Jose, Laguna Beach, Oceanside and Joshua Tree. His arts and cultural planning work reflects many of the pressing and complex issues facing communities, such as advancing equity, affordable spaces, youth arts and creative placemaking. These plans included elements for arts education, cultural facilities, and public art. He has also led development of the arts elements of general plans in Culver City, Thousand Oaks, Ventura and Petaluma.

David's City of San Diego experience includes two projects to develop a downtown arts district centered on three city-owned theaters (Civic Auditorium, Balboa and Lyceum, plus Spreckels Theatre and Horton Plaza Park). He was the arts consultant on the City's recent Parks Master Plan and has also prepared arts plans for the San Diego Unified School District and San Diego Foundation. He co-led a recent assessment of the California Arts Council's statewide cultural districts resulting in a \$30 million expansion of that program.

A retired modern dancer, he is co-founder with his wife, Victoria Plettner-Saunders, of the former San Diego Alliance for Arts Education, responsible for successfully preserving and advancing arts education in the San Diego Unified School District, one of the nation's largest school districts, during the Recession. He is a board member of Side Street Projects, an entirely mobile, off-the-grid, artist-led organization in Pasadena, CA. He is the past Chair of the Southern California Dance Futures Fund and the Dance Resource Center of Greater Los Angeles.



EXPERIENCE
30 years

EDUCATION
J.D., University of North Carolina
School of Law, Chapel Hill
B.A., Wesleyan University,
Middletown, Connecticut
Special Student in Dance,
University of North Carolina
School of the Arts, Winston-Salem

MEMBERSHIPS
American for the Arts
Arts Action Fund, Americans for
the Arts
American Planning Association
Californians for the Arts
San Diego Regional Arts & Culture
Coalition

HIGHLIGHTED CLIENT LIST

LOCAL ARTS AGENCIES

City of Boston
City of Laguna Beach
City of Raleigh
City of Sacramento
City of San Antonio
City of San Diego
City of San Jose
Collier County (Naples)
Marin County
San Bernardino County
Sonoma County
Kansas City
Salt Lake City & County
Washington DC

ARTS FUNDERS & ORGANIZATIONS

California Arts Council
California Community Foundation
Center Dance Associates,
Music Center of Los Angeles County
Ennis House Foundation
(Frank Lloyd Wright), Los Angeles
Hawai'i Community Foundation
Inland Empire Community Foundation
James Irvine Foundation
Madison Center for the Arts/School District
National Endowment for the Arts
San Diego Foundation
San Diego Unified School District
Side Street Projects

MARTIN COHEN
CPG PARTNER

Martin Cohen joined Cultural Planning Group in 2010 following a 30-year career in arts administration and arts philanthropy. He has led and partnered on a variety of projects that include recently development of a Strategic Cultural Action Plan accompanied with a plan for the Film Office for Fulton County, GA; a study of the municipal role in supporting art and culture for the City of Rockville, MD; and cultural master plans for the City of Greensboro, NC and Flower Mound, TX. He currently is co-leading development of a business plan for a new downtown arts district for the City of San Diego, following completion of a conceptual plan in 2021. Other project include developin the Cultural Economic Development master plan for the Arts Council of Greater Lansing; and co-lead for the firm for Boston Creates, and the City of Kansas City, MO cultural plan.

Prior to joining as a Partner with CPG, Martin served as director of the Philadelphia Cultural Management Initiative (PCMI), a program of the Pew Center for Arts & Heritage. In his role with PCMI, Martin conceived and implemented a comprehensive capacity building program focused on facilitating organizational change and implementing best practices throughout the arts, culture and heritage sector of the five-county Philadelphia region. Prior to his position with PCMI, he served as executive director of Dance/USA (the national service organization for dance), the Kansas City Ballet, the Washington Ballet, and the AMAN Folk Ensemble of Los Angeles.



EXPERIENCE
35-plus years in
arts leadership

EDUCATION
BGS - Arts Administration
Ohio University

Certificate in Mediation
CDR Associates
Boulder, CO

Wharton School of
Executive Education
Executive Coaching
Program Certificate

HIGHLIGHTED CLIENT LIST

PUBLIC AGENCIES/MUNICIPAL CLIENTS

City Greensboro, NC
Town of Flower Mound, TX
City of Alexandria, VA
Arts Council of Greater Lansing MI
City of Rockville, MD
DC Commission on Arts and Humanities
City of Boulder, CO
City of Helena, MT
City of Kansas City, MO
Regional Arts Commission, St. Louis, MO
Town of Hilton Head Island, SC
Fulton County Arts & Culture, Atlanta, GA
City of Philadelphia, PA
Arts Council of Fayetteville and
Cumberland County, Fayetteville, NC

OTHER/ORGANIZATIONS

Parkway Council, Philadelphia, PA
Symphony in C, Collingswood, NJ
Bach Choir of Bethlehem, Bethlehem, PA
Art Sanctuary, Philadelphia, PA
Montgomery Theater, Souderton, PA
Act II Playhouse, Ambler, PA
Center for Emerging Visual Artists, Philadelphia, PA
Regional Arts Commission, St. Louis, MO
Town of Hilton Head Island, SC
Fulton County Arts & Culture, Atlanta, GA
Torpedo Factory Arts Center, Alexandria, VA
Raices Culturales Latino Americanas, Philadelphia, PA
Painted Bride Arts Center, Philadelphia, PA
Settlement Music School, Philadelphia, PA

LINDA FLYNN, PH.D.
CPG PARTNER AND RESEARCH DIRECTOR

Linda Flynn is a partner and director of research for Cultural Planning Group. She is a planner who contributes nationally to best practices in cultural planning, research, civic learning and engagement for the arts and cultural sector. Linda designs innovative, customized research processes for master and strategic planning efforts. She is the firm's lead consultant for public art planning and often leads its cultural master plans. Her design process for community-based planning is based on a foundation of quantitative community data, community public and private partnerships, inclusivity, and collaboration. She has demonstrated experience in leading large-scale planning and research projects, facilitating civic engagement programs, and translating data to focused, action-oriented planning initiatives. Linda works with creative workers and artists to infuse the research process with creativity and user experience insights.

Linda is currently the lead researcher and consultant in developing Arts and Culture Elements for General Plan Updates in the cities of Culver City, Petaluma, Thousand Oaks and Ventura, California.

Prior to her work with CPG, Linda's experience and relationships cross many industries and sectors, working with all levels in organizations including conducting behavioral research with transportation firms, urban planners, other government agencies, nonprofit organizations, and private sector corporations. Linda holds a doctorate in organizational management with a concentration in conflict management, and various certificates in qualitative and quantitative research. She is a published author of her research with organizations, and volunteers her time at several local nonprofit organizations focused on the improvement of youth educational experiences.

PARTIAL CLIENT LIST

City of Sacramento, CA	City of San Antonio, TX
City of Healdsburg, CA	Collier County, FL
City of Laguna Beach, CA	Salt Lake City & County, UT Emily
Santa Ana, CA	Tremaine Foundation
San Bernardino County, CA	Ohio Arts Council
Cedar Rapids, IA	San Diego Foundation
Greensboro, NC	The Smithsonian Institution
City of Naples, FL	Washington DC Commission on Arts and Humanities
City of Orlando, FL	
City of Raleigh, NC	



EXPERIENCE

20 years

EDUCATION

PhD., Social Sciences/
Conflict Resolution
Nova Southeastern University

Bachelor of Science,
Psychology
Florida Atlantic University

MEMBERSHIPS

Florida Association of Public
Art Professionals, Member

Leadership Broward,
Member and previous Board
Member

Americans for the Arts,
Member

American Planning
Association, Member

Broward County Public Art
and Design Committee,
Member

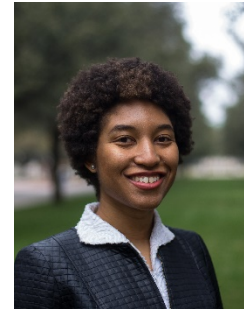
MARIAMA HOLMAN
CPG RESEARCH ASSOCIATE

Mariama is an experienced professional with seven years of proven impact in the for-profit and nonprofit sectors. Prior to her current employment, Mariama focused her career in marketing, working with advertising agencies as well as Fortune 500 companies to research, strategize, execute and evaluate communications campaigns. During this time, she developed an interest in applying her skill set to advancing the arts and social causes and began consulting nonprofit organizations such as The Dallas Opera and Americans for the Arts. She also executed audience research projects with WolfBrown and the Theater Development Fund. Within these roles, she completed detailed analyses of consumer perception, competitive benchmarking and communications operational assessments. She has been Cultural Planning Group's research associate for three years.

In the government sector, Mariama competed in the City of Milan and University of Bocconi B4DPA Bocconi for Digital Public Innovation competition, winning recognition for her team's innovation and presenting at the United Nations Women's Conference in Italy in May of 2018. Stateside, she worked with the City of Dallas Office of Cultural Affairs where she pursued national funding opportunities for combating heat island effect.

Mariama is known for her attention to detail, analytical strengths, marketing and communications expertise, and data-driven approach. Mariama is inquisitive, leaning into each client engagement and quickly putting her qualitative and quantitative skills to work. She brings expertise in external and internal analyses, insights reporting, benchmarking, fundraising and development planning, and a passion for service to every partnership.

Mariama resides in Charlotte and enjoys the opportunity to explore new cities through her career as a nonprofit development consultant. She speaks Spanish, conversational Italian, and is looking forward to brushing up on French in the near future.



EXPERIENCE
7 years

EDUCATION
Master of Business Administration, Southern Methodist University; Master of Arts Administration, Southern Methodist University

MEMBERSHIPS
Americans for the Arts, Member

Duncan Webb, Webb Mgmt.



Duncan Webb founded Webb Management Services, Inc. to provide research and planning services to the arts and cultural industries and has led the firm since 1997, completing more than 400 assignments for the advancement of cultural communities, organizations and facilities.

Duncan's career in the arts began onstage as a lovesick maiden in a 1969 production of Gilbert and Sullivan's *Patience*. After college, he became a banker, spending seven years in commercial lending and international finance. In 1986, after many years of volunteer work in the arts, he came into the field as a producer of experimental, industrial and commercial theatre, with such credits as the Canadian premieres of *Changing Bodies*, *Children of a Lesser God*, *Blood Brothers*, *Orphans*, *Marshall Bravestarr* and *Barbie and the Rockers*. He also developed marketing and sponsorship programs for the Canadian premiere of *Les Miserables*.

A Certified Management Consultant (CMC), Duncan has been an active speaker and published writer on arts management and the development, operation and financing of arts facilities. Webb's book "Running Theaters: Best Practices for Managers and Leaders" was the first book written on the management of performing arts facilities. It was recently translated into Mandarin, and a second edition has just been published.

Webb has also taught courses in performing arts administration for 30 years. He is currently an adjunct professor for the Graduate Program in Arts Administration at Baruch College, part of City University New York.

Number of Cultural Facility Projects: 450+

Years of Experience | Arts Administration: 40

Years of Experience | Cultural Facility Planning: 32

Years of Experience | Arts Administration Teaching: 25

—

Education

Bachelor's Degree in Economics, University of Western Ontario

Master's Degree in Business Administration, University of Toronto

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Key Project Experience

Cultural Facilities Master Plan & Covid-19 Arts Stabilization Plan for the City of Arlington, Arlington, TX

Expansion & Strategic Planning for Mayo Performing Arts Center, Morristown, NJ

Feasibility Study for Arts Facilities + a Park City Arts District, Park City, UT

Operating Scenarios for White Eagle Hall, Jersey City, NJ

Feasibility Study for Performing + Visual Arts Facilities, The Woodlands, TX

NextStage: The Future of Denver's Performing Arts Complex, Denver, CO

Feasibility Study for an African American Cultural Center, Virginia Beach, VA

Feasibility Study for Expansion at Tulsa Performing Arts Center, Tulsa, OK

Houston Symphony Jones Hall Renovation & Expansion Study, Houston, TX

Feasibility Study for Expanded Performing + Visual Arts Facilities at the Goddard Center, Ardmore, OK

Lisa Cuestas, Casa Familiar



Ms. Cuestas is currently Chief Executive Officer of Casa Familiar, a 501(c)(3) non-profit community-based organization in San Ysidro, CA. Ms. Cuestas has worked for Casa Familiar for 20 years and nearly 25 years of experience in the non-profit sector.

Lisa Cuestas is the embodiment of an emerging Latina leader. She is a Fronteriza – raised along the U.S./Mexico border. Her mother is from Ciudad Juarez and her father from Tucson, Arizona. Lisa’s parents and grandparents imparted on her the importance of community and the notion of rising by uplifting others, which are the values she and her husband are now passing along to their own children. Lisa has committed her life in service to her communities and this trajectory has led to become the Chief Executive Officer for Casa Familiar (Casa), a community service and development agency dedicated to ensuring residents of San Ysidro and the South Bay have a leading role in all aspects of the development and sustainability of their community.

As a young and aspiring CEO, Ms. Cuestas was selected to participate in a training targeted at Executive Directors and Emerging Leaders in the nonprofit sector at the Development Training Institute, now known as The Center for Leadership Innovation. One of her many passions is the development of workforce programs for youth and has supervised many service programs and contracts while at Casa Familiar.

Casa Familiar is the leading service and community development organization in the community of San Ysidro, providing over 30 bilingual programs and services at 7 different sites in the community. Programs range from Civic Engagement to Health & Social Services, Arts & Culture and Education.

Ms. Cuestas oversees a portfolio of 1,300 units of affordable housing set aside for low and very low-income persons in San Diego’s South Bay. With her leadership, Casa Familiar secured \$10 million of New Markets Tax Credit Financing in 2018 for its Living Rooms at the Border project completed in February of 2020 which is a 13,469 square-foot mixed-use project in San Ysidro, a predominantly Latino community in the City of San Diego. This economic development project includes expansion space for Casa Familiar’s immigration services, its El K-Fe Barista Youth Training Program, performing space in partnership with Teatro Máscara Mágica, and a University of California San Diego (“UCSD”) Border Community Station, which will engage UCSD’s faculty, students, and research institutions with the unique culture, and people of the San Ysidro-Tijuana border community. Casa Familiar maintains compliance in all aspects of the LIHTC and NMTC programs.

Ms. Cuestas currently serves on the Captains Community Advisory Board for the Police Departments Southern Division as a representative of the community and Casa Familiar. Ms. Cuestas was part of the San Diego Prevention Research Center Advisory Board, SDPD Southern Division Captain Advisory Board and the South Bay Partnership for Youth Health Equity. Ms. Cuestas has developed collaboratives with: San Diego State University, University of California San Diego, San Ysidro Health Center, South Bay Community Services, and other Community Based Organizations.

As Casa Familiar’s Chief Executive Officer, Lisa oversees an annual budget of \$5.0M+ with a growing portfolio of 1,300 affordable housing units in San Diego’s South Bay. In 2018, Senator Hueso recognized Casa Familiar as the 40th District Non-Profit of the Year. Lisa’s leadership is beyond exceptional and while she may wear many hats within the organization, she constantly reminds herself and her staff that serving the community as an advocate and community organizer is the hat that matters most.

Recently, Lisa was asked to serve as a board member for the newly established San Diego Regional Policy & Innovation Center (SDRPIC). The SDRPIC is a partnership between The San Diego Foundation, the County of San Diego, and the world’s leading think tank- The Brookings Institution – to conduct research and policy analysis and help solve the region’s biggest problems. Ms. Cuestas holds a bachelor’s degree in Human Services and Management from the University of Phoenix.

Francisco Morales, Casa Familiar

Francisco Morales, (Francisco Eme) (1981) is originally from Mexico City and currently lives and works in San Diego, CA. Francisco is a composer, producer and multimedia artist. He works with sound, but various disciplines are integrated into his practice, such as photography, video and installation. His work has been presented in museums, galleries and concert halls in Mexico, the United States, Europe and South America. He has released albums as a soloist, in collaborations and musical projects in various genres, mainly electroacoustic, experimental and electronic pop music. Francisco is the current Gallery Director at Casa Familiar's The FRONT Arte & Cultura, a binational art gallery in the San Diego, US - Tijuana, Mex border region, where he curates art exhibitions, workshops, concerts and performances focused on the transnational artistic life of the region, but also attentive to the international art scene. franciscoeme.com

ARTIST STATEMENT

My work is driven by a deep observation of the culture I live in, social interactions and everyday situations. I strive to start a conversation with the audience about relevant issues of our time. Art, society, technology and science merge in my practice.

RELEVANT EXHIBITIONS

- Solo Exhibition. Planos Paralelos/Parallel Planes. San Diego Art Institute NOV 2018.
- MOCA Tucson. Oct 7 - 2017. Parallel Planes, interactive installation.
- MOMENTS IN MEMORY. Solo Exhibition. 24-speaker sound intervention and 2 videos, Museum of popular culture. Mexico DF Opening December 5, 2013. Curator Luis Ramaggio. Work commissioned by AMMA Espinosa Rugarcía Foundation.
- Apparent Movement - Audiovisual installation, Ex Convento del Carmen, Guadalajara, Jalisco from August 25 to September 13 2014.

RELEVANT CONCERTS

- New York Electroacoustic Music Festival . Underground Theater. June 14th. New York. 2016
- SIME electroacoustic music week at Action Culture. Université de Lille, France April 22nd 2016
- CUERNO DE CHIVO, San Francisco Tape Music Festival. January 10, 2015, Victoria Theater, San Francisco, California.
- Premiere of the Sound & Visual performance -THE SECRET LIFE part of the "The scene of sound" series of concerts organized by the National Sound Archive. , October 15 & 16 2014 Centro Cultural del Bosque, Fonoteca Nacional. Mexico.
- GOAT HORN (cuerno de chivo) Francisco EMeMultichannel concert, MediaCity UK & Northern Quarter, Manchester July 3, 2014.

AWARDS

- Third Place at the SIME international Music Composition in Lile France. 2016.
- First Place. Video Art Contest, organized by the Universidad Metropolitana, Mex city.
- Third place at the electroacoustic music composition contest SONOM 2012 Monterrey, Mexico.
- Centro Mexicano para la Musica y las Artes Sonoras. Practicas de vuelo 2008

COLLECTIONS

- Foundation AMMA Espinosa Rugarcia. -City ion San Diego Civic Art Collection
- National City Art Collection.

RELEVANT CONFERENCES & TALKS

- Semana Internacional De la Improvisación. Ensenada, Mexico. 2022.
- "El sonido del aire transfronterizo". Visiones Sonoras International Music and Technology Festival. 2021.
- BORDER ART Panel Discussion. Bread and Salt 2019.
- SPANGLISH AS THE NEW BORDER BRIDGE. Talk at MOCA Tucson 2017.
- AMT Festival (Art Music Technology) Data Visualization and Sonification. Discussion Panel. . SouthWestern College <https://amtfestival.com/2017>
- Sound & Movement.GEOGRAPHY Colloquium Feb 5th San Diego State University.-Sound & Movement-University California

Victoria Plettner-Saunders, The Arts at Work



Victoria Plettner-Saunders is a human-centered organizational development and planning consultant with 30 years' experience in the non-profit arts and culture sector.

A third-generation San Diegan, Victoria has deep personal and professional ties to the city, its history and its cultural institutions which have enabled her to enjoy a successful career in arts management here.

Specific to the needs of this cultural planning proposal to the City of San Diego, Victoria brings together her significant knowledge of the San Diego region and its arts and culture ecosystem, as well as her skills and experience with community arts and cultural planning.

Currently, she is working with the San Diego Public Library to reimagine the City Heights Performance Annex as a venue for community cultural activity. This work has resulted in the creation of the City's first Multimedia IDEA

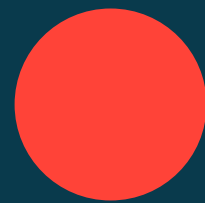
Lab at the City Heights/Weingart Library that will bring full scale community access to broadcast media. The success of this ongoing project is due, in part, to Victoria's ability to bring together a diverse network of stakeholders in the cultural community and in the neighborhood of City Heights.

Additionally, she is a subconsultant to Openbox, a Brooklyn design and research studio contracted to develop a visitor experience plan for Balboa Park. Her role on this project as the sole San Diego arts and culture advisor uses her networking skills, as well as her deep knowledge of the local cultural ecosystem, to ensure the team achieves its community engagement outcomes.

In 2019, she completed a cultural arts master plan for the San Diego International Airport's Arts Program with a team of public art consultants. As the local subconsultant to a Philadelphia based consulting firm, Victoria's specific role as subject matter expert was to provide knowledge of the San Diego region and its cultural community. Charged with the development and implementation of a comprehensive stakeholder engagement plan, she facilitated the creation of an arts master plan for the Airport that truly reflects the San Diego region through her relationships with cultural institutions and key community stakeholders.

Victoria began her consulting practice following staff positions with the City of San Diego Commission for Arts and Culture, Playwrights Project, Malashock Dance, and the San Diego Museum of Art. Her local clients have included the San Diego Regional Arts and Culture Coalition, NTC Foundation, Old Globe Theatre, San Diego Ballet, Lux Art Institute, and San Diego Junior Theatre. She has consulted on large scale local arts agency planning and community cultural planning projects in Nashville, San José, Laguna Beach and Santa Ana.

We listen carefully
for great ideas
during the
engagement
process.



RELEVANT EXPERIENCE

CPG has extensive successful experience in leading development of more than 85 cultural plans in cities, counties, and regions throughout the US. We are highlighting here plans with relevance to the San Diego Cultural Plan. Please refer also to the cut-sheets on the following pages.

Each project is based on extensive community engagement and research, customized to the populations and engagement goals of each project. In Sacramento, our public engagement included a series of community forums in each of the nine city council districts, co-hosted by the council member. Community members, who included many participants from outside the arts, registered opinions, identified local cultural assets and located opportunity sites on district maps. They also helped generate additional public participation through surveys, online engagement, and subsequent meetings. In Raleigh, we trained steering committee members to conduct a total of 75 peer-led community conversations in places such as book clubs, cafes, churches, and homes. These community conversations are regarded by the city as some of its most effective engagement and provided representation and perspectives not otherwise available for the plan. In Boulder, we held pop-ups at locations locals love and frequent, such as trailheads, farmers markets, and the library.

Each project was supported by a communications strategy planned and implemented in coordination with city communications staff and channels. This typically includes a brand for the planning process, identification of key messages, digital and print materials, social media campaigns, press coverage, and more.

These and other projects illustrate our demonstrated ability to create innovative strategies for public agencies. In Sacramento, the plan led to the creation of a countywide, public/private arts education initiative for 13 school districts – a systemic solution making arts education available to all public school students. In Santa Clarita, we are helping the city and Los Angeles County plan a first-in-the-nation facility combining arts and veterans services and featuring arts programming for veterans. In 2005, we developed in San Antonio what we believe is the first cultural plan to include the creative economy. Most of our plans since then have addressed the creative economy in some form.

All our plans also can include robust implementation and funding plans, as desired by the client. These can take the form of a table of strategies and actions divided into short-, medium- and long-term, with resources needed. At times, clients prefer to identify “starting points” or success indicators and leave greater flexibility for implementation. Funding plans have included, in Houston, a recommendation to expand and dedicate hotel tax funds for arts and culture. In Sacramento, arts and culture funding recommendations included allocation of a portion of expanded sales tax revenues, creation of a public/private cultural trust fund, and restoration of the full amount of pre-recession hotel tax funds. In Kansas City and Boston, private philanthropy historically provided the greatest share of arts funding and one goal of those plans was to increase public investment in cooperation with the private sector. In Salt Lake, we assessed the results of their voter-approved arts tax to ensure it would be reauthorized (it was).

Sample CPG Projects

PLEASE CLICK ON **LINKS TO PLANS**

Sacramento “Creative Edge” (2018) – See cutsheet on following pages
Sacramento’s Arts, Culture and Creative Economy Plan

Fulton County, GA (2020) – See cutsheet on following pages
Countywide cultural action plan & public art master plan

Houston Arts and Cultural Plan (2015) – See cutsheet on following pages
Citywide cultural plan

Collier County FL, “A Cultural Paradise” (2020) – See cutsheet on following pages
Countywide cultural tourism plan for Naples FL and surrounding county

City of San Diego Downtown Arts District (2021 & 22)

We have done two related projects for the Commission for Arts and Culture, the first a conceptual plan for the proposed downtown arts district centered on three city-owned theaters (Civic Auditorium, Balboa and Lyceum) plus Spreckels Theatre and Horton Plaza Park (2021). The second, now in process, is a business plan to operationalize the district.

City of San Diego Parks Master Plan (2021)

CPG was the arts consultant for this system plan. Recommendations included parks that express the unique identities of our communities and connect people to arts and cultural experiences, and greater coordination with the Commission for Arts and Culture.

SDUSD Arts Education Vision (2021)

The San Diego Unified School District commissioned a vision study for the evolution of its visual and performing arts education programs, in alignment with the District’s guiding document Vision 2030. The vision includes strengthening college and career readiness, better alignment with regional economic development, increased racial and cultural equity, and enhanced relationships with the region’s arts and cultural community.

DC Commission Arts & Humanities (2015)

Strategic plan for the DC Commission, which is both a city and state arts agency. The theme of the plan is leadership beyond grant making, building on the Commission’s longstanding funding programs and expanding its impact through relationships inside and outside District government.

San Diego Foundation (2006 & 2007)

CPG was commissioned to create a countywide plan to increase cultural participation and guide the Foundation’s arts investments. The community’s highest priority was arts education and the Foundation then commissioned a second plan focused on arts education throughout the 42 public school districts in San Diego County. That plan served as the blueprint for the County Office of Education’s Arts Empower, a collective impact initiative to support and improve arts education.



CREATIVE EDGE
Sacramento's Arts, Culture & Creative Economy Plan

Perhaps overshadowed by California's coastal cities, this capital city is reclaiming its story and celebrating its unique character. It is on the "creative edge" of its next iteration. This citywide plan leverages the community's creativity in multiple ways for enhanced cultural development, greater equity, economic growth, and authentic placemaking/placekeeping. One priority is arts education and the plan has already led to the formation of an ambitious countywide initiative to assure arts education for every student supported by the mayor and educational leaders. The City has taken a deep internal look and established new policies and funding programs to support racial and cultural equity. The plan made recommendations to restructure and improve governance and management of the arts in city government. Implementation has generated significant new dollars for the arts and public/private partnerships, aligned with the goals of the plan.

CLIENT
City of Sacramento, California

SCOPE OF WORK
Arts, Culture & Creative Economy Plan

YEAR COMPLETE
2018

LINK TO THE PLAN



LaSundra Davis, Fulton County Public Art Program

FULTON COUNTY ARTS & CULTURE Cultural Action and Public Art Plans

Fulton County Arts & Culture (FCAC) is a countywide agency formed in 1979 that provides funding and program services for the 15 towns and cities in Fulton County, GA. In addition, FCAC owns and operates five community arts centers, a historic site and an outdoor amphitheater as well. In 2019 and 2020 the agency engaged CPG to develop both a five-year Culture Action Plan – A Framework for Strategic Change and Creativity and the first update to their public art master plan in 15 years. A broad representation of county residents participated in the planning process – artists and creative workers; youth and parents participating in arts programs through the arts centers and libraries; elected officials in all 15 cities and towns; civic and philanthropic leadership and more. Both plans were unanimously approved by the Fulton County Arts Council and adopted by the County Commissioners while navigating the unfolding events and realities relating to Covid-19.

CLIENT

Fulton County Arts & Culture

SCOPE OF WORK

Countywide cultural and public art master plan

YEAR COMPLETE

2020

FOR MORE DETAIL

[Fulton County Cultural Action Plan](#)

[Public Art Master Plan](#)



HOUSTON ARTS AND CULTURAL PLAN

Houston has a renowned arts and cultural life and has emerged as a true world city. The plan links Houston's arts and culture to strategies that advance its civic identity. The overall goal is to enable each resident and visitor to fully benefit from Houston's cultural vitality. Equity is paramount for the city and the plan has resulted in funding programs revamped with an equity lens. Arts and culture have also become a central theme in the City's destination marketing as well as promotion to residents. The planning process was a community-driven, citywide plan to provide a roadmap for the future, and to redefine and expand the City's role in cultural development. Additional issues included arts education inside and outside public schools, expanding arts programs in neighborhoods, refining the public art program and identifying additional funding sources.

CLIENT
City of Houston

SCOPE OF WORK
Arts and Cultural Master Plan

YEAR COMPLETE
2015

LINK TO THE PLAN



A CULTURAL PARADISE
Celebrating Creativity in Collier County (Naples, Florida)

Comprised of vibrant, diverse communities, Collier County is rooted in history, agriculture, arts, nature, preservation, culinary experiences, beaches, and more. The unique character of its places, people, and stories is essential to elevating the county as an arts and cultural destination for both visitors and residents. *Cultural Paradise* provides a framework for increasing cultural tourism while simultaneously strengthening the arts and cultural community. The plan includes a cultural facilities analysis and other arts needs assessment, a regional market analysis, and other research to inform implementation. A key outcome of the plan is to establish the United Arts Council as the County’s local arts agency, partnering with the Convention and Visitors Bureau.

CLIENT
Collier County, FL (Naples)

SCOPE OF WORK
Arts and Culture Strategic Plan

YEAR COMPLETE
2020

LINK TO THE PLAN

Additional Current CPG Projects

In addition to the completed projects, above, we are highlighting several current projects.

LA County Department of Arts and Culture Needs Assessment (est. completion 2022)

This project is commissioned by the Board of Supervisors as part of its countywide equity initiatives. In partnership with AECOM and Brand New Box, we are preparing an equity gap analysis of the County of Los Angeles arts investments across all departments. The assessment includes use of the county's comprehensive real estate assets database to identify potential new arts uses of county properties. To promote transparency, the equity assessment and maps will be made publicly available on a website.

Arts & Culture Elements of General Plan Updates (est. completion 2023)

We are developing arts and culture elements as part of general plan updates for four California cities: Culver City, Ventura, Thousand Oaks, and Petaluma. All projects were significantly delayed by COVID and new state housing standards. Culver City's Arts, Culture and Creative Economy Element of its "Picture Culver City 2045" is the closest to completion, currently in the public review stage. Each plan is based in part on the interrelationship of arts, culture and creative economy with other elements and goals in the overall general plan.

State of Washington Creative Economy Strategic Plan (est. completion 2023)

In partnership with WESTAF, we are developing a statewide strategic plan for the State of Washington's creative economy. The scope of work includes significant analysis of the current creative economy, identification of growth potentials, identification of opportunities for equitable economic development, and development of strategies for public and private investment. Additional objectives are to engagement rural, tribal and underserved communities, and to increase connectivity of organizations organizing creative efforts across the state.

Webb Mgmt. Sample Projects

Duncan Webb and Webb Mgmt. have significant national experience in communitywide cultural facilities assessment, which are the most relevant to the San Diego cultural facilities evaluation. The following four projects are examples of assessment of multiple facilities. Webb also has a large portfolio of planning projects for individual cultural facilities, including performing arts centers, historic theaters, community cultural centers, museums, and many other types of cultural facilities.

Arlington TX Facilities Master Plan

Webb Mgmt. was hired by the City of Arlington in 2020 to develop a downtown arts facilities master plan to drive economic and community development goals for the City. The study included a comprehensive review of existing arts facilities in Arlington and surveys of artists and arts organizations as to their facility needs. The work led to recommendations on facility improvement, the need for additional new facilities, and the conception of a downtown arts district to coordinate the programming and operation of multiple facilities to drive downtown development.

Carlsbad CA Arts Facility Plan

Webb Mgmt. was hired in 2019 by the city of Carlsbad California to investigate the need for new performing arts facilities to serve local audiences, artist in arts organizations. The feasibility study investigated the size and characteristics of the current arts audience in the region, the needs of arts organizations and the current supply of facilities serving the market area. The study recommended the development of new indoor and outdoor facilities as a part of a new Civic Center development in and for the City.

Chicago Parks District Cultural Facilities

Webb Mgmt. was hired in 2014 to develop a plan for the improvement and operation of all City of Chicago Parks-based cultural facilities. The inventory covered 514 indoor and outdoor facilities in 570 parks and led to the creation of an online database and plan for prioritized improvements to key spaces over time.

Portland Facilities Master Plan

Webb Mgmt. was hired in 2010 by the Portland Regional Arts & Culture Council to develop a performing arts facility master plan to catalogue the need for new and improved arts facilities on the part of audiences and arts organizations throughout the tri-County region.

REFERENCES

Please refer to the Contractor Standards Pledge of Compliance for references information. We are providing references for two large-scale cultural plans and one urban planning project, an Arts & Culture Element for a general plan update.

Cultural Plans

City of Sacramento, California

“Creative Edge: Sacramento’s Arts, Culture & Creative Economy Plan” (2018)

Dennis Mangers, Mayor’s Arts Liaison

916-425-8167

dennis@dennismangers.com

Fulton County, Georgia

Countywide Arts Action Plan and Public Art Master Plan (2020)

Alex Francombe, Public Art Manager

(404) 216-8609

Alex.Frankcombe@fultoncountyga.gov

Collier County, Florida

“A Cultural Paradise” Countywide Cultural & Cultural Tourism Plan

Maggie McCarty, Paradise Coast Film Commission

(239) 285-3660

collierfilm@aol.com

Arts & Culture Element of General Plan Update

City of Culver City, California

Arts, Culture & Creative Economy Element, “Picture Culver City” General Plan 2045

Subcontractor to Raimi + Associates

Matthew Raimi, Principal

(510) 200-0520

matt@raimiassociates.com



Our practice is
grounded in the real-
world experience of
deep community
engagement.



PROPOSED APPROACH

PROJECT UNDERSTANDING

San Diego is a creative city and ripe with new possibilities for evolution. Arts and cultural institutions throughout the city dating back to the 1870s and first half of the 20th Century define and anchor San Diego as an arts-forward destination. The city's cultural vitality was concentrated and advanced by development of Balboa Park more than a century ago. In recent decades, growth of the binational innovation economy has mirrored growth in the arts and cultural community. Artists and arts and cultural organizations have proliferated and diversified in tandem with the Commission for Arts and Culture, starting in 1988. San Diego's creativity now extends to its entire creative economy. San Diego's creative industries and occupations generate more than \$11 billion in annual economic impact (pre-pandemic). However, the city's creative economy is often under-recognized and not yet fully promoted as a growth sector of the overall economy.

Equity is a central goal for both the cultural planning process and the resultant plan. The Commission and the City have a commitment to equity and have taken recent, specific steps towards this goal. Nonetheless, the imprint of racism and segregation remain in San Diego's cultural ecosystem. Although the city's cultural resources are many, they have not been equitably distributed and there is opportunity for greater inclusion. Chicano Park – now a National Historic Landmark – is but one example of community activism in response to disempowerment that forced the inclusion of Mexican-American arts and culture into the public realm. Chicano Park and its extraordinary collection of murals and other artworks are now a source of pride and a hub of the Barrio Logan Cultural District. Similarly, the City is now considering designation of the San Diego Black Arts & Culture District in Encanto, a long-overdue development with similar potential.

San Diego's relationship with Tijuana and Baja is a defining feature. The region is binational in its population, arts and culture, economy, workforce, and many other characteristics. Binationality is recognized in the region's economic development strategies and, most recently, in designation of San Diego-Tijuana as the World Design Capital 2024. Enhancing cross-border thinking and cooperation are essential to the region's current and future success and offer great potential for artistic and cultural development.

Creative cities are fueled by creative people. San Diego has a robust population of artists of all disciplines, creatives in many fields, nonprofit arts and cultural organizations, and for-profit creative enterprises. A focus of cultural planning will be to understand their aspirations and needs and how to equip them for creative and economic growth. San Diego is not lacking the talent or expertise. What is often missing are the systems and plans to enable growth and greater community impact. The same is true in advancing cultural equity. It is time for thoughtful plans and systems remade to move society towards greater equity. For example, the region's economic development plan, *Inclusive Growth Agenda*, documents the opportunities in San Diego's innovation economy and its need for a strong talent pipeline. It also highlights gaps in the talent pipeline among BIPOC communities. The *Agenda* calls for systemic educational change to prepare young people for successful

careers in the innovation economy. It also acknowledges the role arts education and creativity play in this preparation. Similarly, the innovation sector is rife with creative minds in many different fields and offers fertile ground for interdisciplinary approaches merging art, science and technology that can distinguish San Diego's creative identity.

The cultural plan offers specific opportunities for the Commission for Arts and Culture. The agency has built a strong foundation with its grant making and public art programs. Commission annual operating and project grants are a mainstay of the nonprofit arts and cultural community and, with a recent equity analysis and revision, have become more equity-focused. Ditto the Public Art Program, which has a collection of about 1,000 works located in public spaces throughout the city – all free to the community and many available 24/7 – and recently introduced a new initiative of temporary works in city parks, Park Social. In recent years, the Commission has acknowledged the many additional roles arts and culture can play in the community by expanding its activities to include research, partnerships with other city departments, artist engagement, civic issues and the creative economy. The cultural plan can continue this process of broadening the work of the agency and explore new strategies in alignment with the community's vision and priorities. Cultural equity and inclusion, and community service, are and will remain guiding principles throughout this evolution.

Lastly, the RFP sets forth requirements for the cultural planning consultants and plan. The cultural plan is to provide the vision and priorities for an innovative arts and culture policy framework and strategies to guide and strengthen the City's planning, investment and ongoing development of the arts and cultural sectors over a 7- to 10-year period. The cultural plan will:

- Align with the City's Strategic Plan goals and priorities, including workforce development, affordability, economic growth and investment, climate change, cross-border relations, and homelessness.
- Promote greater access to arts and culture for all residents and visitors.
- Promote greater equity in deployment of resources and enhanced inclusion of participants in the creative life of the city.
- Focus on fostering experimentation, creativity, and excellence in the arts.
- Enhance the City's unique position as a binational city with shared economy, workforce, culture, and the arts.
- Identify strategies to prioritize investments in cultural facilities and leverage them to achieve citywide goals such as equity and creative workforce development.
- Develop a prioritized and phased implementation strategy.
- Identify funding options, resources and strategies.

The planning process includes four phases over 18 months, although it is anticipated that additional time may be needed for approvals and additional services.

OVERALL APPROACH

We believe the community's vision and values are the foundation for development of cultural goals and strategies. Inclusive and intersectional community engagement and research are the heart of our process. We listen carefully to diverse perspectives during the engagement process to be equitably incorporated in the plan. Often great ideas are present in the community and only need the platform of a cultural plan to reach fruition.

Our comprehensive planning process elicits a broad communitywide vision for arts and culture. While commonalities appear among cultural plans, each community poses its own unique histories, vision, ambition, and potential. We are passionate about identifying a community's aspirations and creating the best plan to achieve its goals.

Community vision and priorities will be complemented by significant research and analysis, bringing a data-informed element to development of the cultural plan.

The following narrative describes the elements of our team approach to fulfill each task in the scope of work as outlined in the RFP, based on our current understanding of the project. An approach and workplan are best defined through an iterative dialogue with the client and we invite and expect to refine this approach through a discussion to best align the work with the needs of the San Diego planning process should we be selected for this project. Please note that tasks may overlap in their timing and a project schedule will be developed during project initiation.

SCOPE OF SERVICES

F/1. Project Management and Administration

1a. - b. Kickoff Meeting & Background Information. The consulting team will hold a project initiation meeting with project leadership team at the outset to coordinate and manage the work process and product. During project initiation, the CPG team and San Diego project leadership will develop a shared understanding of the project, clarify the process and roles in detail, define desired reporting, create a framework for several forms of research, clarify communications goals, and generally prepare the foundation for successful planning. This will include a thorough discussion of engagement and research approach and tasks. Together, we will develop a master list of stakeholders to be engaged in the planning process and a list of relevant background documents for review. We will also discuss and define the desired results for project partners, including local artists that will be engaged for community engagement, as well as other local partners identified at the outset.

1c. - h. Communication, Coordination, Schedule, Quality Control and Collateral. Effective reporting and communication are essential to project success. We recommend that during the project launch that a standing schedule of team meetings (virtual) be agreed upon to facilitate efficient project management as well as an opportunity to provide regular progress reports. In addition, a schedule will be agreed upon for a flow of written progress reports that may include a summary of work performed, preliminary findings, issues to be addressed, and

other relevant information to assist in project management. We will prepare meeting agendas and minutes for meetings with City staff and stakeholders. We will also collaborate with City staff on design and content for all collateral materials.

ii. Deliverables: Design and facilitation of the project launch (kick off meeting); establishing project management structure, schedules and communications; establishing planning project website and social media approach. Meeting agendas and minutes. Website and social media materials.

G. Public Engagement Plan

1a.–j. The CPG team believes the community’s vision and values are the foundation for development of community cultural goals and strategies. Inclusive and intersectional community engagement and research are the heart of our process, and this begins with a detailed public engagement strategy with clear objectives and strategies.

We listen carefully to diverse perspectives during the engagement process to be equitably incorporated in the plan. Often great ideas have been germinating in the community and only need the platform of a cultural plan to reach fruition.

The following proposed approach describes how the CPG team will fulfill the tasks for public engagement as defined in the RFP, based on our current understanding of the project. The final approach and workplan, with defined guiding principles, goals, objectives, and timeline are best defined through an iterative dialogue with the San Diego project team at the onset of the planning process.

Communications Plan. The first step is the development of a communications plan ensuring effective key messages and clear communications to the public about the planning process. Communication plan activities include:

- Planning and leading a work session with our communications team to identify communication channels, messaging, and creative brand development for communicating the process of this plan. We will identify how, what and when we want to communicate to communities and external stakeholders.
- Developing content and an interactive forum where communities can access information on one hub. This will be linked to the City website, so all have a consistent resource for the planning process, and updates only need to be made in one place. Our team will work in tandem with City staff to ensure updates are timely and informative.
- Designing communication materials and creative and accessible assets for communicating this process and plan. Examples may include social media posts, microsite updates, web graphics and banner ads.

Public Engagement Plan. Public engagement planning activities will include the following, developed, and defined with City staff.

- Working with City staff to define a customized methodology to ensure we are reaching and representing the voice of those communities who typically do not participate in planning processes (diverse backgrounds, non-English speaking,

- youth, differently abled, seniors, and others). The CPG team has set aside a budget for local artists and/or other engagement partners appropriate for this process.
- Designing and facilitating a collaborative work session to identify protocols, criteria and approaches needed to develop a community-driven process.
 - Meeting with the City-hired artists to understand and align community engagement goals and activities for impact.
 - Conducting community/stakeholder identification and mapping. Taking from what is learned in the plan development session, we finalize our list of key person interviews and discussion groups. Identifying who would be trusted lead facilitator(s) and connector(s) to conduct interviews and discussion groups in certain communities can create environments for more open dialogue.
 - The final public engagement plan with goals, objectives, guiding principles, timelines, and the integrated communications plan will be presented for review and approval to the City project team. This plan will be a living document, which we will periodically revisit as needed, to make changes or updates based on what we learn and experience along the way.

2. Deliverables: Communications plan; public engagement plan; website and social media content.

H. Cultural Plan Framework Plan

1 – 2. The CPG team will prepare an outline of the cultural planning process following the project launch and subsequent organizational steps; development of an agreed-upon communications plan; and a comprehensive public engagement plan.

Each element will be organized into a step-by-step timeline that will include agreed-upon milestones and deliverables.

This framework will serve as the primary tool in project administration for monitoring and evaluating progress throughout.

As the framework is finalized the CPG team will work with the City project team to determine the most useful tools for project monitoring progress, milestones, and deliverables. This may include on-line project management platforms such as Asana or similar tools that may be in use by City staff.

The CPG team will present the framework plan to the Commission, City Council, and City Council committee as desired.

3. Deliverables: Plan framework and project monitoring; presentation materials; additional/updated digital media content.

I. Existing Conditions Analysis and Summary

1. Demographic and Population Analysis

The CPG team will review the City's existing demographic and current population data for all fifty-two (52) community plan areas and develop a summary of trends in population, income level, ethnicity, education level, age, gender, population density, and forecasted population growth.

2. City Arts, Culture and Creative Industries Programs and Services Evaluation

The CPG team will review all available program documentation on City arts, culture and creative industry programs, including any program reports and summaries that may be available for the past three years. Based on documentation review, a series of interview protocols will be drafted focused on specific program areas (e.g., grants and grants management; public art program management; etc.) and include prompts and questions that are universal for all programs. The team will then conduct a series of one-on-one and program team interviews to fully understand each program area and inform preparation of an evaluation.

The CPG team will then prepare a program evaluation report that will include a section identifying opportunities for future programming. It should be noted that future programming opportunities may shift or be reconsidered based on what is discovered through the public engagement process.

3. City Cultural Facilities Evaluation

Webb Mgmt. will lead the cultural facilities evaluation, with some participation by CPG. The City of San Diego controls a large set of cultural facilities, but there is some concern that these community assets could deliver greater value, especially as seen through an equity lens. On that basis, Webb Mgmt. will develop a comprehensive inventory of all relevant facilities with a survey issued to managers of the thirty most relevant facilities in the market area to catalogue their attributes, utilization and potential need for improvement. A second survey will address demand for facilities on the part of artists and arts organizations, focusing on their facility needs and wants in order to identify gaps and opportunities for facility improvements, new usage strategies, and/or additions. In addition, Webb will benchmark the current set of cultural facilities serving the San Diego market against a minimum of four other comparable markets in order to identify potential needs and possibilities in the San Diego market.

Webb will visit San Diego for several days of touring facilities and meeting with local arts sector leadership on the current state of facilities and the question of what new or improved facilities might be appropriate. Finally, Webb will prepare a report summarizing information collected on current facilities and offering possibilities on how the City might approach capital improvements and operating adjustments so as to deliver more value to the City. These recommendations will be included in the CPG cultural plan.

4. Cultural Equity, Creative Economy and Cultural Tourism Review and Memo

As part of its commitment to cultural equity, the Commission recently conducted an equity assessment and training for its grant making and other programs. The CPG team will review the recommendations of that assessment and work done to date and supplement it with quantitative and qualitative data that is available and/or may be accessed through secondary data sources, plus interviews with staff and Commissioners, to enrich our understanding of barriers, inequities, and opportunities in relation to cultural equity.

For cultural tourism, CPG will review existing data available from the Tourism Authority and other sources to gauge the state of the recovery, arts revenue history, arts and cultural participation by visitors, and the status of arts and culture as a draw for the destination. We will also conduct interviews with key tourism stakeholders to gauge challenges and opportunities for increased cultural tourism.

For a creative economy analysis, CPG will review the City's recent creative economy report/data (it is currently being updated) and, if desired, utilize WESTAF's Creative Vitality Suite to develop a profile and analysis of the region's creative industries and jobs, including analysis using an equity lens.

5. Existing Conditions Analysis Summary

The CPG team will compile an existing conditions summary with key findings from each element of the existing conditions analysis as outlined above in 4a through 4d.

6. Deliverables: An existing conditions report summarizing findings and analysis of data on current programs, cultural facilities, cultural equity, creative economy and cultural tourism.

J. Needs and Priorities Assessment Analysis and Summary

The public engagement plan implementation begins to uncover the needs and priorities of the community through regular communication and opportunities for engagement for people to participate and trust the process. The focus sessions will be designed with City staff and the City-hired artists.

1a-d. Needs and Priorities Public Input

Stakeholder Interviews. From a key stakeholder list developed with City staff, the CPG team will conduct key person interviews and small discussion groups. The team anticipates many discussions throughout the planning geography. The exact number and composition will be discussed and determined as part of the planning session. The interviews and discussions will include arts and cultural organizations, creative businesses, business organizations, social service organizations, artists, and creatives, elected and appointed officials, business leaders, potential funding partners, civic and neighborhood associations, economic development agencies, tourism associations, youth and senior groups, education leaders, the faith community, and others. The CPG team will develop the interview guides and will always be present at the meetings, even if the meetings are co-lead or lead by a community member or partner.

Focus Sessions. It is anticipated select focus sessions will be imagined and developed with the City-hired artists, infusing creativity and fun into the process, although focusing on gathering the data needed to inform the plan. These sessions will also have a visual notetaker present, documenting the needs, aspirations, and priorities cited in the sessions, along with a visual roadmap of process.

Additional Community Forums. If needed to meet our public engagement goals, the CPG team will plan a Community Forum to visibly kick-off the cultural planning process and inviting participants to share their knowledge of the region's current arts and cultural landscape and insights that will inform our cultural planning process. Additional meetings (or hybrid in-person and online meetings) in communities across the city may be scheduled, providing ample opportunity for residents to discuss their vision and aspirations for arts and culture at a local level.

Participation. The CPG team will develop an optional intake form for those attending town hall meetings to identify any gaps in communities and underserved stakeholders/audiences in this process. As we identify gaps, we will pivot outreach and our engagement to include communities that we need to better engage. We will ask participants for contact information to receive communication and updates to the process. We will provide multiple forms of communication content for City to update on their digital platforms along with tools for community-based organizations as we work specifically with their groups.

Statistically Valid Survey. As part of the mixed method research design, a statistically valid community survey of the City of San Diego will be conducted. The team will work with City staff on content, distribution languages, appropriate qualifiers, and sampling methods. CPG can recommend a reputable firm to conduct the survey or work with the City's trusted survey firm to administer the survey and determine the appropriate sample sizes, and acceptable confidence level and margin of error. The surveys will explore arts and cultural participation in San Diego, the needs and priorities of the community, and other content defined with staff.

Online/Open Source Survey. As we have done in other cities, the statistically valid survey will be complemented with an open source survey, to be distributed widely to all residents of the City. The CPG team uses Alchemer as our online survey tool, although will align with any platform the City uses if preferred. The content will mirror and supplement the statistically valid community survey and will be defined with staff.

2. Needs and Priorities Assessment Summary. The CPG team will discuss, analyze, and synthesize all the public engagement and survey research into a concise, user-friendly summary.

3. City Presentations. The CPG team will prepare a PowerPoint presentation that includes findings from the existing conditions summary and public engagement summary (needs assessment), and conduct presentations to the Commission; related advisory boards; City Council committees; and others as determined useful in consultation with City staff. The presentation will be prepared for access on the project website as well.

4. Deliverables: Needs and Priorities data report; summary report of Needs and Priorities; public presentations and preparation of web-based materials for public review.

K. Visioning and Public Outreach

1. Visioning Engagement

Visioning Sessions. The CPG team will develop the content and conduct visioning sessions throughout the community. The number and location of these sessions will be determined with City staff. It is anticipated that the sessions will be in each of the Council districts and that select members of the arts and business community will be invited along with City officials. Although, the sessions will be open to the public and key messaging and communications will be part of the planning.

A creative presentation, including the summary of existing conditions and the findings from needs and priorities analysis, will be developed. The data and findings may be presented in two tiers – citywide issues and opportunities, and local (to the Council district) issues and opportunities. A visual notetaker may be part of the session to document the development of the vision, goals, and priorities.

2-3. Engagement Summary/Deliverables: The summary will include the key principles, concepts and ideas developed during the session, along with the visual documentation. Additional materials will be provided for presentation on the project website and for use on social media.

L. Implementation Workshop with City Staff and Report

1-2. Probable Costs and Implementation Workshop

The CPG team will prepare a preliminary outline of the cultural plan, based on a synthesis of the research, community engagement and visioning and existing conditions evaluation. The outline will contain a research summary, key findings, an outline of preliminary goals and strategies, cost implications and order of magnitude on probable costs, and potential funding sources and mechanisms. Utilizing this preliminary outline, the CPG will design and facilitate an implementation and prioritization workshop with City staff to inform development of a 7–10-year action plan.

3-4. Workshop Summary and Action Report and Deliverables

Following the implementation workshop, CPG will prepare a 7- to 10-year action report that summarizes the priorities, financial implications, and outcomes of the staff implementation workshop. The action report will provide a platform for further development of the draft cultural plan.

M. Funding Strategies

1. Funding Sources

CPG will conduct research on funding sources and mechanisms that support arts, culture and creative economy that are relevant to the emerging cultural plan for San Diego. The

research will include summaries of the history and outcomes of various funding sources that support municipal arts and culture agencies and initiatives.

2-3. Funding Strategies Overview and Deliverables

Building on the research on relevant funding sources in other jurisdictions, CPG will prepare a range of strategies for consideration. Preparation of a strategies overview will be informed through ongoing discussions with the City staff to assure recommended/potential strategies are desirable and viable.

N. Cultural Plan

1-2. First and Second Draft Plan

The CPG team will prepare a comprehensive cultural plan draft that incorporates the outcomes of the implementation planning and reflect the vision expressed through community engagement. Elements of the plan will include a description of the process (methodology), planning context, existing conditions summary, engagement summary, community vision, goals, strategies, supporting maps and illustrations, and graphic design (using City graphic designers). The plan will include findings and recommendations for partners as identified. The plan will also include a section on funding strategies and an implementation plan. The draft will be prepared for online review and input.

Prior to online and broader community public sessions, the draft will be reviewed by City staff. CPG will revise the draft accordingly and prepare a second draft integrating staff feedback in preparation for community feedback.

3. Draft Cultural Plan Online Engagement

Online plan review/engagement will provide the community an opportunity for feedback and answer a range of questions that include: “This is what we heard – did we get it right? Does this look like the cultural future you want for San Diego? What excites you most about this plan? What would you like to see different in the final plan?” CPG often utilizes the web-based platform *Konveio* for community feedback. We have also worked with several platforms such as *Public Input* and *Bang the Table* if those are preferred by the City.

4. Draft Cultural Plan Public Sessions

Concurrent with online engagement, CPG will design and facilitate a series of community town halls and public forums for review of the plan and public input.

5. Advisory Bodies Information Presentations

CPG will prepare and facilitate a series of presentations on the draft plan for the Commission and City Council Committee.

6. Final Draft Plan

CPG will review all feedback through online engagement, public forums, and presentation sessions and incorporate needed edits and revisions into a final draft cultural plan for review and adoption. The final plan, incorporating any final edits, will be prepared, and made available in electronic formats and prepared for distribution as agreed upon in consultation with City staff.

7. Deliverables: First and second draft plans; draft cultural plan online engagement materials and summary; public workshops and presentations; advisory body presentations; final draft of the cultural plan.

O. Cultural Plan Recommendations and Adoption

1-3. Recommendations, Approval Presentations, Deliverables

CPG will make presentations to the Commission, its committees, and City Council Committees and other advisory or community bodies as requested. A final presentation will be prepared for City Council and CPG will present the plan to City Council for adoption.

Electronic and hard copies of the plan and related materials will be finalized as determined in consultation with City staff.

P. Additional Services

CPG acknowledges that the City may require additional services and is prepared to negotiate, agree upon and provide such services.



Tab C: Cost/Price Proposal

We believe a
community's unique
character and culture
are among its most
original and
irreplaceable
resources.



PRICE PROPOSAL

This proposed budget represents our current understanding of the project and is our fixed price estimate for the entire project. We encourage an iterative dialogue in determining a final scope of work and budget that best meets the needs of the cultural planning process and is aligned with available resources. Please note that CPG does not bill for travel days, and general project management and administration are built into the estimated consulting fees. The estimated travel and related costs are based on prevailing rates at the time of this proposal.

PRICING SUMMARY	
Total All Consultant Fees (see detail on following pages)	287,200
*Research Fees (see detail below)	3,000
**Travel (see detail below)	30,240
Grand Total	320,440

*Research Fees Detail	
Translation	1,000
Visual notetaker	2,000
Total Research	3,000

**Travel Detail	
Airfare	
6 trips for LF (MIA - SAN) @ \$800	4,800
6 trips for MC (PHL - SAN) @ \$800	4,800
Hotels: 48 room nights @ \$275	13,200
Per diem: 48 days @ \$90	4,320
Car rental: 24 days @ \$100	2,400
Airport transportation/parking: 12 trips @ \$60	720
Total Travel	30,240

San Diego Cultural Planning Consultant Services Consulting Services Detail

Task	Description	Cultural Planning Group/Hours					DRMTM	Subcontractors			
		Plettner-Saunders	Cohen	Flynn	Holman	Local Engagement		Arts at Work	Webb Mgmt.	Casa Familiar	
Phase One: Research and Public Engagement											
1. Project Management and Administration											
1a.	Kickoff meeting	12	8	4							
1b.	Background information	16	4	4							
1c.	Communications goals	2	2	8		x					
1d.	Coordination meetings	36	36	4							
1e.	Agendas and minutes (hours included in individual tasks)	incl.	incl.								
1f.	Project schedule	4	4	4							
1g.	Quality control (hours included in individual tasks)	incl.	incl.								
1h.	Collateral materials					x					
2. Public Engagement Plan											
2a.	Detailed, forward-thinking public engagement process and plan	8	8	24						x	
3. Cultural Plan Framework Plan											
3a.	Framework plan including purpose & goals, public engagement plan, cultural plan outline and timeline	8	8	6							
3b.	Public presentations of framework plan for Commission, Council Committee, City Council	12	12	6		x					
4. Existing Conditions Analysis and Summary											
4a.	Demographic and population analyses	2	2	4	16						
4b.	City arts, culture and creative industries programs and services evaluation	4	16	8							
4c.	City cultural facilities evaluation review, interviews, research and memo	4	8	2				x			
4d.	Cultural equity, creative economy and cultural tourism review and memo	2	8	8							
4e.	Existing conditions analysis summary	16	8	8							
5. Needs and Priorities Assessment Analysis and Summary											
5a.	Needs and priorities public input										
	Focus sessions	24	8	24				x			
	Stakeholder interviews/discussion groups	32	32	8				x			
	Statistically valid survey	4	4	16	8						
	Online survey	4	4	24	8						
5b.	Needs and priorities analysis summary	24	16	8	8						
5c.	City presentations to Commission and Council Committee	12	12			x					
6. Visioning and Public Outreach											
6a.	Public engagement events to develop long-range vision	24		24		x		x			
6b.	Visioning engagement summary including conceptual vision map and digital materials	4	4	18		x		x			

Task	Description	Cultural Planning Group/Hours					Local Engage- ment	Subcontractors		
		Plettner- Saunders	Cohen	Flynn	Holman	DRMTM		Arts at Work	Webb Mgmt.	Casa Familiar
7. Implementation Workshop with City Staff and Report										
7a.	Order of magnitude estimate of probable costs	8	8	4					x	x
7b.	Implementation workshop and report with City staff	12	12	8		x				
7c.	7- to 10-year action report	8	8	2		x				
8. Funding Strategies										
8a.	Funding sources research	4	12		8					
8b.	Funding strategies overview	4	8	2						
Phase Two: Development of the Cultural Plan										
9. Cultural Plan										
9a.	First draft cultural plan and staff review	24	16	16		x			x	x
9b.	Second draft cultural plan incorporating staff comments	8	4	4		x			x	x
9c.	Online version of draft cultural plan for public input	8	4	4		x				
9d.	Draft cultural plan public sessions	16	16	4		x				
9e.	Cultural plan presentations to Commission and Council Committee	16	16	4		x				
9f.	Final draft cultural plan incorporating comments	16	12	8		x				
Phase Three: Cultural Plan Presentations and Approval Process										
10. Cultural Plan Recommendations and Adoption										
10a.	Present final cultural plan to Commission, Commission committees and Council Committee	12	12	4						
10b.	Present final cultural plan to City Council	8	8	2						
Phase Four: Cultural Plan Launch and Closeout										
11. Additional Services Additional services and fees TBD										
Total Hours/Consultant		398	340	274	48	Flat fee	Alloca- tion	Flat fee	Flat fee	Flat fee
Hourly Rate		200	200	200	100	175	100	150	200	150
Total Fees/Consultant		79,600	68,000	54,800	4,800	15,000	20,000	10,000	25,000	10,000
Total Consultant Fees		287,200								



Thank You!

We look forward to
discussing your project
with you.

