

PROFESSIONAL SERVICES AGREEMENT
(Not Construction Related)
 Consulting Services for Arts & Culture Master Plan
 (RFP 23-27)
 with **The Cultural Planning Group, LLC**

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and The Cultural Planning Group, LLC, a California Limited Liability Corporation, authorized to do business in the State of Arizona, ("Consultant") as of the ____ day of _____, 2023 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project and Scope of Work (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Compensation ("Compensation");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
 - (2) The City must approve the designated Project Manager.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
 - c. Discharge, Reassign, Replacement.
 - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
 - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City

without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

(3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. Subcontractors. Consultant shall not engage any subcontractor for the work or services to be performed under this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Consultant's Work.**

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.

(2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Consultant will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

- c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. **Ownership.** Upon receipt of payment for Services furnished, Consultant grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. **Delivery.** Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. **City Use.**
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 **Compensation.** Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$100,000 as specifically detailed in **Exhibit B** ("Compensation").
- 4.2 **Change in Scope of Project.** The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 **Allowances.** An "Allowance" may be identified in **Exhibit B** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.
 - a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit B** and any unused allowance at the completion of the Project will remain with City.
 - b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
 - c. Consultant will not use any portion of an Allowance without prior written authorization from the City.

- d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
- b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
- c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. **Billings and Payment.**

5.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Consultant and its Subconsultants; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. **Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.
- 6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.
- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.
 - b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.
7. **Conflict.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.
8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.
- 8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:
- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
 - c. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of \$1,000,000 for each claim and a \$2,000,000 annual aggregate limit.
 - d. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- 8.2 Indemnification.
- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or

the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.

- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

8.3 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.4 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 **Waiver of Subrogation.** **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.6 **Verification of Coverage.** Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

- 8.7 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.
- 8.8 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.
9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrant their compliance and that of its subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
11. **Attestation of PCI Compliance.** When applicable, the Consultant will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Consultant with oversight responsibility.
12. **Notices.**
 - 12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
 - a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested),
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.
 - 12.2 Representatives.
 - a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

The Cultural Planning Group, LLC
c/o David Plettner-Saunders, Partner
6878 Navajo Rd, Unit 58
San Diego, CA 92119
(213) 500-0092
shyjek@bakerdonelson.com

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Connie Schneider
5850 W Glendale Avenue
Glendale, Arizona 85301

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

- d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

13. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

14. **Entire Agreement; Survival; Counterparts; Signatures.**

14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
 - c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.
- 14.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 14.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 14.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 14.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 14.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
- 15. Term.**
- 15.1 **Renewals.** The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional four years, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
- 15.2 **Extension for Procurement Process.** Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.
- 16. Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- 17. Cooperative Use of Contract.** This agreement may be extended for use by other governmental agencies And political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link:
<http://www.mesaaz.gov/business/purchasing/save>
- 18. Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
- | | |
|-----------|---------------------------|
| Exhibit A | Project and Scope of Work |
| Exhibit B | Compensation |

(Signatures appear on the following page.)

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

The Cultural Planning Group, LLC
a Limited Liability Corporation

David Plettner-Saunders

By: David Plettner-Saunders
Its: Partner

EXHIBIT A
Professional Services Agreement

PROJECT

The City of Glendale seeks an experienced and qualified individual, group, or organization to lead and facilitate the update of our community's Arts & Culture Master Plan. The City seeks a comprehensive plan that includes data collection from the community and recommendations for future growth and expansion.

See the attached Exhibit A for further information.



City of Glendale
Solicitation Number: RFP 23-27 / 42300031
**CONSULTING SERVICES FOR ARTS & CULTURE
MASTER PLAN**

EXHIBIT A
CITY OF GLENDALE
Procurement Division
5850 West Glendale Avenue,
Suite 317
Glendale, Arizona 85301

1. INTRODUCTION

- 1.1 The City of Glendale, Arizona (“City”) Economic Development Department, seeks a Consultant to lead and facilitate an update of the Glendale Arts & Culture Master Plan. The last plan was approved by Glendale City Council in 2005.
- 1.2 The current state of the arts in Glendale includes a 1% for Art Ordinance, an Arts Commission, community engagement programs, a collection of portable art, and a permanent commissioned public art collection (see Attachment 1).

2. OBJECTIVE

The City of Glendale seeks an experienced and qualified individual, group, or organization to lead and facilitate the update of our community’s Arts & Culture Master Plan. The City seeks a comprehensive plan that includes data collection from the community and recommendations for future growth and expansion.

3. SCOPE OF WORK

Upon completion of the project, the selected Consultant will prepare and present a written plan supported by new data to provide guidance and direction to the City regarding its arts programs and policies, including but not limited to public art, arts funding, and key arts partnerships. In addition to conducting a comprehensive arts & culture study for the City, the selected Consultant will address the following key areas in the study:

A. OVERVIEW

Evaluate and recommend the following areas including but not limited to:

1. Priorities and ordinances relating to the arts, placemaking, and integration of public art into new development;
2. Identification of opportunities in Glendale to use public art and placemaking funding to improve the aesthetics and experience of parks, city-owned property and other public spaces;
3. Identification of sites for future temporary and permanent public art projects;
4. Equitable geographic distribution and access to the arts;



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Solicitation Number: RFP 23-27 / 42300031
CONSULTING SERVICES FOR ARTS & CULTURE
MASTER PLAN

CITY OF GLENDALE
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5850 West Glendale Avenue,
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Glendale, Arizona 85301

5. Review Glendale's arts grant program, its effectiveness, and recommended funding levels;
6. Description of current use and project needs of Glendale residents regarding arts facilities and performing arts;
7. Analysis of the existing collection and recommendations for the evaluation of the existing collection and a collection strategy, as well as recommendations for a collection maintenance and conservation plan;
8. Development of guidelines for inclusion of public art in capital improvement projects;
9. Strategies for development of a sustainable Arts District;

B. ARTS FUNDING

Opportunities for additional funding models for future growth, and analysis of existing funding sources.

C. OUTREACH CAMPAIGN AND DATA COLLECTION

The public art master plan study should involve public participation, data collection, and interpretation. A successful data collection model should include surveys, primary and secondary research, and community cultural assessment. The final report should include data and interpretation, and a summary of the research and findings. Include strategies for ongoing community engagement and outreach throughout the course of implementing the plan.

The Consultant should consider conducting public meetings, interviews, focus groups, and/or other ways to engage people in the process. Stakeholders in the process include residents and artists; Glendale's elected officials, arts commission, senior management, staff; and representatives from local businesses, arts organizations, the school district, and other city collaborators that represent the diverse perspectives within Glendale.

Note that the Consultant must be willing to work in conjunction with staff and the Arts Commission to help reach the goals outlined, which may be subject to change.



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CONSULTING SERVICES FOR ARTS & CULTURE
MASTER PLAN

EXHIBIT A
CITY OF GLENDALE
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Suite 317
Glendale, Arizona 85301

D. DELIVERABLES AND TIMELINE

The Consultant will be expected to present the results of the master plan study in a written report which shall include findings and recommendations relating to the scope of work. The final Master Plan Report must be submitted to the City no later than December 2023 – final submission date to be determined with the Consultant and will be included in the project scope and contract. The Consultant also will be expected to present the report to the City Council and Arts Commission and must be available to answer questions.

3.1 General Requirements

- A. Term. The term of the resultant contract shall be for a one (1) year period.
- B. Option to Extend. Based on satisfactory Consultant performance, the City may, at its option and upon mutual agreement with the Consultant, extend the term of this agreement for an additional one (1) year renewable on an annual basis. Consultant shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least ninety (90) calendar days prior to the expiration of the original contract period.
- C. Quantities. Quantities listed in this solicitation are the City's best estimate only. The City's actual requirements during the period of the agreement shall be determined by the actual needs and availability of appropriated funds.
- D. Brand Name or Equivalent. There are a number of products that have been determined, through evaluation or testing, to be equivalent to the requirements of the specifications. The list of these brands is not intended to limit or restrict competition. Rather, it is to set the standard of quality, design, performance and characteristics of the products specified herein. Any bid which proposes products that are of equivalent quality, type of material, design and performance will be considered if sufficient evidence and information is given to establish it as equivalent and the City determines the product to be equivalent to the brand name and specifications.
- E. Performance of Service. Performance of the required services shall be completed in accordance with the Scope of Work.



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- F. Changes to Products or Services. Throughout the term of this contract, the City reserves the right to add, revise or make changes to services within the scope of work as may be deemed necessary to best serve the needs of the City.
1. In the event of such a substitution or deletion of service areas, the City will give the Consultant 10-days' notice prior to date of discontinuance of services and responsibilities.
 2. The Consultant shall not be compensated for the loss of work due to deletions or substitutions.
 3. In the event the City and the Consultant cannot agree on additional service or equipment charges, the City reserves the right to perform the additional services with City personnel, or other outside contract services.
- G. Safety Standards. Services, equipment and supplies supplied by the Consultant under this contract shall comply with the current applicable federal, state and local laws and standards.
- H. Defective Products and Services. All defective products/services delivered to the City shall be replaced and exchanged by the Consultant. The cost of replacing the product/service and other similar expenses shall be paid by the Consultant.
- I. Subcontractors. When subcontractors are used in the performance of certain functions under the contract, subcontractors shall be subject to the same terms and conditions as the Consultant.
- J. Post-Award Conference. After award of the contract, the Consultant may be required to attend a post-award conference when requested by the City.
- K. Permits and Licenses The Consultant shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Consultant shall



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notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.

- L. Order Acceptance. Services performed for the City will be subject to a complete review by the Department. Inspection criteria includes conformity to the specifications, quality and performance standards.
- M. Loss or Damage to City Equipment or Property. When damages to City equipment or property occurs as a result of Consultant's negligence, the City will arrange for repairs or replacement to be made and the costs for making repairs/replacement to the property will be deducted from final payments to the Consultant.
- N. Billing or Invoicing. The Consultant shall not bill the City for unnecessary repairs; services that were not completed satisfactorily; or for services that were made by staff unqualified to perform the services.

Consultant shall ensure that pricing for services performed is consistent with contract prices. Consultant's invoices shall not include unauthorized charges. Consultants shall provide a detailed monthly invoice which includes the following:

- City Purchase Order reference number
- Itemized products or services purchased
- Separate line item for any product discount (if applicable)
- Separate line item for sales tax

3.2 CONTRACT PERFORMANCE MEASURES

- A. To ensure the successful performance of the contract, the City may conduct regularly scheduled meetings and discussions with the Consultant (if applicable).
- B. The Contract Administrator will serve as monitor to oversee compliance with the contract requirements and to assist in resolving problems as they occur.
- C. The City reserves the right to make the final determination whether or not Consultant's services have been completed in a satisfactory manner.
- D. In the event the Consultant fails to perform satisfactorily in accordance with the contract requirements, the Contract Administrator shall note the



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discrepancies and work deficiencies in writing and, unless it is an emergency (in which case a phone call will suffice), shall bring them to the attention of the Consultant's representative.


- E. The Consultant will be given a written notice setting forth the deficiencies to be corrected.
- F. In the event the Consultant has been notified of a deficiency, the Consultant shall correct the deficiency within three (3) working days.
- G. In the event that the Consultant is issued a second, third and fourth notices, the City may impose a 10% reduction of the Consultant's monthly billing.
- H. If Consultant receives five (5) or more documented notices in one calendar year, the City may exercise its option to terminate the contract.
- I. In the event the Consultant has been notified of a deficiency and the deficiency is not corrected, the City may perform the services using City personnel or by a separate contract, and the cost of such actions will be deducted from the Consultant's monthly invoice.

3.3 EMERGENCY BUSINESS SERVICES

- A. During an emergency, natural disaster or homeland security event, there may be a need for the City to access the Consultant's services when needed. All products or services provided to meet an emergency request shall be supplied as per the contract prices, terms and conditions. In general, emergency orders may be placed using a City Procurement Card.

3.4 CONTRACT ADMINISTRATION

- A. The Arts & Culture Program Manager or designee or designee shall perform all Contract Administrative functions associated with this document.


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|  | <p style="text-align: center;">City of Glendale Solicitation Number: RFP 23-27 / 42300031 CONSULTING SERVICES FOR ARTS & CULTURE MASTER PLAN RESPONSE WORKBOOK</p> | <p style="text-align: center;">CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p> |
|---|---|--|

Offerors to complete this Response Workbook and submit as their response to this RFP.

COVER SHEET

OFFEROR NAME: The Cultural Planning Group, LLC

OFFEROR ADDRESS: 6878 Navajo Road, Unit 58, San Diego, CA 92119

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OFFER SHEET (Must be printed, signed and returned upon completion)

Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

December 23, 2022
Date

The Cultural Planning Group, LLC
Legal Company Name

David Plettner-Saunders
Printed Name (Authorized Signatory)

Partner
Job Title

Offeror Certifies it is a (check only one): Proprietorship Partnership Corporation

david@culturalplanning.com
Email Address

6878 Navajo Road, Unit 58
Mailing Street Address

213-500-6692
Phone Number

San Diego, CA 92119
City, State & Zip Code

Questions regarding this offer should be directed to (if different from above):

(Enter Contact Name) (Enter Phone Number) (Enter Email Address)
Contact Name Phone Number Email Address

FEDERAL TAXPAYER ID NUMBER (Required): 56-2552152

OFFEROR IS A MINORITY OR WOMEN OWNED BUSINESS: Yes No

DO YOU HAVE AN ARIZONA TRANSACTION PRIVILEGE TAX (TPT) LICENSE?

Yes, Number ____ Tax Rate: ____ **OR** No, not required to have an Arizona TPT License


CONFLICT OF INTEREST (SPECIAL NOTICES):

No, I do not have a conflict of interest Yes, I have a conflict of interest and response includes the disclosure required (see Section 8.3)

ACKNOWLEDGEMENTS: *By signing this Offer Sheet and submitting the accompanying solicitation response, Offeror is certifying that they have read, understand, and agree to comply with all required terms and conditions provided in the Solicitation and checked off below. Failure to provide this acknowledgement will result in disqualification.*

- Exhibit 1 – Special Notices Exhibit 2 – RFP Standard Terms and Conditions
 Exhibit 3 – Insurance Requirements Exhibit 4 – Template Agreement


Authorized Signature

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REQUIRED RESPONSES:

Offeror's answers to the following questions will comprise the Offeror's response to this RFP. It should be noted that all attachments or exhibits prepared by the City and referenced herein are incorporated by reference into the Offeror's response and shall be included in a final contract with the successful Offeror. Information prepared by the Offeror and submitted with their proposal *may* be incorporated into a final contract (for example program offerings, curriculum, key personnel, or performance metrics).

1. FIRM'S AND STAFF'S EXPERIENCE, PROVEN PERFORMANCE, & QUALIFICATIONS (40%)

- 1.1. Offerors shall introduce their company and their background including a brief history of their organization; Offerors shall describe their willingness to meet or exceed the City's requirements and explain why their company is most qualified for the job.


Cultural Planning Group (CPG) was formed in 1998 to serve the field of arts and culture. Our work is grounded in the belief that every community and person has the right to determine their own creative life. 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 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.

CPG is organized as 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.

www.culturalplanning.com

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

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Offerors should describe their experience contracting with other public agencies or private companies that are of similar size and nature of work as the City of Glendale.

Our team brings the requisite knowledge, skills, and experience to work with the city and the community in a comprehensive and effective planning process. We have prepared more than 85 arts plans in diverse cities and counties throughout the US, including the cities of Tempe AZ, Chandler AZ, Scottsdale AZ, Madison School District (Phoenix) AZ, San Diego CA, Fulton County (Atlanta) GA, Cedar Rapids IA and many other municipalities across the US. Many of our plans have addressed objectives and issues Glendale has identified for its plan, including data-based engagement and planning, updating and building on an older master plan, public art, arts districts, arts funding, and community partnerships.

Sample relevant projects include the following. Each project included in-person and virtual community engagement, surveys, and additional research to generate a shared vision and recommendations grounded in data. Each also identified an appropriate role for the city/client in cultural leadership and development. **Click Project Name to View Plan.**

San Diego Downtown Arts District (2022)

San Diego Cultural Plan (current)

This plan for the City of San Diego began with a 2021 feasibility study leading to development of a complete business plan in 2022. The downtown arts district is based on a collection of three city-owned theaters and one privately-owned theater all located within two blocks of one another, forming a natural focal point for live performing arts. The district will be financed by a modest ticket surcharge. CPG was engaged in 2022 to conduct the City's first cultural plan, a comprehensive citywide visioning, research and planning process intended to align arts and culture investments with the City's priorities. CPG has done two previous citywide cultural plans with San Diego's Cultural Affairs Director, Jonathon Glus, for the cities of Pasadena and Sacramento.


Santa Clarita Arts Master Plan (2016)

Arts & Veterans Center Feasibility Study (2022)

The City of Santa Clarita is a suburb of Los Angeles with a population of about 225,000. CPG prepared their first cultural plan in 1998 and returned in 2016 to update the plan, building on the success of the first plan's implementation. The updated plan addressed public art, the historic "Oldtown Newhall" district, cultural facilities, diversity, arts funding and creative economy. CPG returned again in 2022 to assist the City plan a first-in-the-nation facility providing both arts and veterans services, in collaboration with the County of Los Angeles.

Cedar Rapids Public Art Master Plan (2022)

The City of Cedar Rapids, Iowa started its public art program in 1994 but commissioned its first master plan in 2021. The plan builds on the foundation of the city's existing collection, practices and Visual Arts Commission. Thorough community and artist engagement led to

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development of a shared vision, strategies for advancement of the collection, locations for artworks, partnerships, funding, management, staffing, and collection maintenance and conservation.

Fulton County Culture Action Plan (2020)

Fulton County Public Art Master Plan (2020)

Fulton County Arts & Culture (FCAC) is a countywide agency that provides funding and program services for Atlanta and the county's other 14 towns and cities. 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.

Madison Center for the Arts Business Plan (2019)


The Madison School District, located in Phoenix, built a state-of-the-art theater to enrich arts education for all students and serve the community with performing arts programming. The plan crafted a shared vision and programs for educational service throughout the district, complementing arts instruction in the classroom. It included market research that identified audience demand for performing arts programming intended for families and the broader community.

City of Tempe Arts and Culture Plan (2015)

A comprehensive citywide cultural plan addressing the city's arts funding (Tempe Arts Tax), Tempe Center for the Arts, public art program (both public and private art requirements), diversity, governance, grant making, and community partnerships. Based in part on this plan, the city's Arts Tax was renewed by the voters in 2018 by a wider margin than its original passage.

Chandler Center for the Arts Strategic Plan (2014)

The Chandler Center for the Arts is a beautiful performing arts center with two theaters and a visual arts gallery. It is organized as a partnership of the City of Chandler, Chandler School District and Chandler Foundation for the Arts. The strategic plan addressed challenges arising from shared use and placed the organization on a successful path of significant growth and audience expansion.

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Offerors shall describe their level of knowledge, service quality and reliability, and their ability to provide consulting services that meets the City of Glendale's requirements.

CPG is a nationally recognized arts consulting firm with what we believe to be more successful cultural planning experience than any other US firm. With a reputation built on expertise, insight and trust CPG provides a breadth of services including cultural planning, public art planning, arts district planning and more. As described above, our relevant experience is on point for Glendale and gives us a national perspective and experience base that enriches our work product. Many of our projects are repeat engagements with past clients, reflecting our excellent results and client relationships. We have consulted in cities, like Glendale, that exist in a major metropolitan area and must gauge its arts and cultural goals in relation to offerings elsewhere in the region. It emphasizes the need for a vision grounded in inclusive community engagement to inform the question of what Glendale's residents desire for their creative life and for their children. CPG has a 25-year track record of successful projects, like this one, and our team for this project is two of the firm's partners.

- 1.2. Offerors shall provide names and years of experience of their key personnel and specify their specialized training and certifications, number of staff and assignments (if applicable).

David Plettner-Saunders, Partner and Co-founder of Cultural Planning Group, would be the lead for the project and is the contact person for the team. He will co-lead with CPG Partner Linda Flynn, PhD, who is also the firm's Research Director. David and Linda have successfully co-led numerous cultural arts and public art master plans in diverse communities throughout the US. Our qualifications are found on the following pages.

| Team Member | Role | Notes |
|---|---|--|
| David Plettner-Saunders Partner Project Lead & Manager | David will lead the team and planning process, participating in all elements of plan development. | David has more than 30 years of relevant experience and has led or co-led most of the firm's cultural plans, including projects with complex leadership structures and extensive research. |
| Linda Flynn, Ph.D. Partner & Research Director Project Co-lead | Linda will lead all research and engagement, assist with project management/leadership, and assist with plan development. | Linda has more than 20 years of relevant experience and has led or co-led many of the firm's cultural planning projects. Linda is the firm's lead for public art planning. |

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David Plettner-Saunders

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. His arts and cultural planning work reflects many of the pressing and complex issues facing communities, such as advancing equity, affordable spaces, and creative placemaking. In addition, his plans often address arts funding, creating public/private partnerships, and identifying appropriate roles for local government.

David has led development of cultural plans for communities large and small, rural and urban, such as Sacramento, Salt Lake, Raleigh, Tempe, Laguna Beach, Oceanside and Joshua Tree. These plans included elements for arts education, cultural facilities, cultural districts, and public art. He has also led development of the arts elements of general plans, developed plans for public art, and arts in parks.

David has also developed national and regional studies on individual artists as well as plans focusing on arts education. He has prepared assessments and strategic plans for arts and cultural organizations of virtually all disciplines and sizes, and in a great variety of communities.

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.

HIGHLIGHTED CLIENT LIST

LOCAL ARTS AGENCIES

City of Boston
 City of Cedar Rapids
 City of Chandler
 City of Raleigh
 City of Sacramento
 City of San Antonio
 City of San Diego
 City of San Jose
 City of Tempe
 Collier County (City of Naples)
 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
 Philadelphia Music Alliance for Youth
 San Diego Unified School District
 Side Street Projects



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

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Linda T. Flynn, Ph.D.
Partner & Research Director

Linda is a partner with Cultural Planning Group, joining the group in 2014. She is a planner who contributes nationally to best practices in planning, research, civic learning, and engagement for the creative sector. Linda has developed innovative cultural plans, public art master plans, and cultural tourism plans for diverse cities and counties across the country.

Cultural planning and public art planning are powerful tools to assist communities to achieve civic goals for identity, economic development, equity, revitalization, public/private partnerships, and placemaking. Linda designs innovative, customized methodologies to create a true, data driven profile of a community. Her process for community-based planning is based on a foundation of equitable civic engagement, quantitative data, community public and private partnerships, inclusivity, and collaboration. Linda works with creative workers and artists to infuse the process with creativity and user experience insights.

Recent public art plans include Cedar Rapids, IA; Collier County, FL; Naples, FL; Fort Lauderdale, FL, Broward County, FL, and Fulton County, GA. These plans include strategies for innovative public art programs enhancing community identity, funding resources, equitable and transparent artist selection processes, and comprehensive policies and ordinances for public art. Recent cultural plans include the cities of Healdsburg, CA; Alexandria, VA; Collier County (Naples), FL; Greensboro, NC; Joshua Tree, CA; and currently, San Diego and Portland.

Prior to her work with CPG, Linda's experience and relationships cross many industries and sectors, working with all levels in organizations including conducting research with transportation firms, urban planners, 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 experience.



EXPERIENCE

20 years

EDUCATION

PhD., Social Sciences/
Conflict Resolution
Nova Southeastern University

Bachelor of Science,
Psychology
Florida Atlantic University

MEMBERSHIPS


Leadership Broward, Member,
and previous Board Member

Americans for the Arts,
Member

American Planning
Association, Member

Public Art
Committee Member,
Broward County FL

Florida Association of Public
Art Professionals, Member

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- 1.3. Provide one to three valid references from those who can confirm your experience in providing the services stated within this RFP. The reference may be from governmental agency, municipality, schools or companies which the Offeror has provided similar services within the last five years. Reference information must include all the following: Company Name, Contact Person and Title, Phone #, Email Address, Date of Service, Cost of Service, Description of Service.

Reference 1:


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|---|--|
| City of San Diego, CA | 1200 Third Ave, Suite 924 San Diego, CA 92101 |
| Jonathon Glus, Executive Director, Commission for Arts and Culture | (323) 620-6519 |
| jglus@sandiego.gov | 2021/2022 |
| Provide a brief summary of Services provided: Downtown San Diego Arts District Business Plan, City of San Diego Cultural Plan | |

Reference 2:

| | |
|--|--|
| City of Santa Clarita, CA | 23920 Valencia Blvd., Suite #120 Santa Clarita CA 91355 |
| Phil Lantis | (661) 510-2095 |
| plantis@santa-clarita.com | 2021/2022 |
| Provide a brief summary of Services provided: City of Santa Clarita Arts Master Plans (1998 & 2016), Arts & Veterans Center Feasibility Study (2022) | |

Reference 3:

| | |
|---|---|
| City of Cedar Rapids, IA | Community Development and Planning Department 101 First Street SE Cedar Rapids, IA 52401 |
| Stephanie Schrader, AICP, Community Service Coordinator | (319) 286-5855 |
| s.schrader@cedar-rapids.org | 2021/2022 |
| Provide a brief summary of Services provided: City of Cedar Rapids Public Art Master Plan | |

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2. METHOD OF APPROACH (30%)


2.1. Offerors shall describe their understanding of the City's requirements, Scope of Work and terms and conditions of the RFP.

The purpose of this project is to assist the City of Glendale in developing an update to its citywide Arts & Culture Master plan to guide the City's arts programs and policies into the future. Consultants are to lead and facilitate a process that engages the community and encompasses additional research, so that the updated plan is community-based and supported by data. The planning process will address several specific areas of interest, including priorities and ordinances relating to the arts, placemaking and the integration of public art into new development; public art and placemaking in parks, city-owned properties and other public spaces; sites for future temporary and permanent public artworks; and equitable distribution and access to the arts. The plan is also to address the City's arts grant program; community needs for arts facilities and performing arts; review of the public art collection; a collection strategy; collections maintenance and conversation; and strategies for developing a sustainable arts district. An overarching issue is opportunities for additional arts funding for future growth. The planning process is to be completed within one year.

Consultants will conduct comprehensive and diverse public participation, including public meetings, interviews, focus groups, and a community survey. Stakeholders include residents, artists, electeds, Arts Commission, senior management, staff, businesses, arts organizations, school district, and other city collaborators.

The City of Glendale is a suburb of Phoenix with a current population of 250,000 that has grown rapidly over the past decade. The City's arts programs include a longstanding public art program with a collection of 53 permanent works, 8 temporary installations and 356 portable pieces. The City also provides arts grants to nonprofits and offers artists opportunities. The City is partnering in production of Downtown Glendale Arts & Culture Fest, a daylong festival a week in advance of the Super Bowl LVII. The City's Arts Commission is advisory to City Council and provides oversight to the public art and performing arts partnership programs. Glendale's arts community has more than 35 arts and cultural nonprofit organizations, many with relatively modest budgets, suggesting a high level of volunteerism. The list includes many culturally specific organizations, illustrating the diversity of the city's population. There are certainly many more creative businesses, artist/entrepreneurs, venues, events and community groups offering cultural programs to the community. It is this diverse arts community that will be important to the plan as both stakeholders and, after the plan is completed, as potential partners in implementation.

The City of Glendale is part of the Phoenix metro region and must define its cultural priorities to some degree in relation to the major cultural resources and offerings in Phoenix and other nearby cities. The audience is mobile and regional, so Glendale's cultural planning must factor in the competitive strengths and gaps in the cultural marketplace. It is also imperative to define through this plan what Glendale's residents envision for their creative lives, and those of

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their families. Suburban/exurban communities often desire specific cultural opportunities to be available "close to home" so that they can more readily be a part of everyday life. This will be one important focus of community engagement and other research.

2.2. Offerors should detail their comprehensive plan and schedule of performing the services described in the Scope of Work. Offerors shall describe their processes (i.e. field assessment, stakeholder interviews, focus groups, steering committee meetings, communication education, etc.) in leading and facilitating updates to the City's Arts and Culture master plan.

Offerors should also describe their method of data collection and interpretation.

Offerors should identify opportunities and provide recommendation for future growth of the City's Arts program.


Offerors may also list any value-added services they will provide to the City when performing the required services.

Project Approach

We believe the community's vision and values provide a solid foundation for development of cultural goals and strategies, informed from inclusive and intersectional community engagement and research. We listen carefully to diverse perspectives during the engagement process to be equitably incorporated in the plan. Glendale is clearly a community that values the input of its residents, and we often see that 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 there are commonalities among cultural plans, each community poses its own unique histories, vision, ambition, and potential. We are passionate about working with Glendale to identify the community's aspirations for its cultural development.

The following proposed approach describes the elements of our team approach based on our current understanding of the project. An approach and workplan are best defined through an iterative dialogue with the client and we expect to refine this approach with staff to best align the work with the needs of Glendale's planning process.

We use a mixed method, triangulated approach to data collection and analysis. This recognizes that no single method of community and stakeholder input or data collection is, by itself, a fully reliable gauge of a plan vision. Each method of data collection — whether it be surveys, Zoom meetings and discussion groups, or in-person meetings and interviews — has strengths and limitations. Triangulation of the findings seeks to identify common themes.

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Qualitative Insight

In-depth interviews
 Discussion groups
 Community pop-ups
 Topic-based conversations
 Virtual discussion groups



Supplementary Research

National programs and best practices
 Document review

Quantitative Insight

Community survey
 Research findings
 Secondary research

Project Management


CPG partners and associates share a vision of client service emphasizing mutual respect, delivery of high-quality professional services, and a commitment to successful project outcomes. While we understand there is a need to adhere to and fulfill a contract, the team goes above and beyond to exceed expectations and ensure the planning effort is time and cost efficient. This is accomplished by:

Establishing detailed project work plans and communications plans at the onset of the project. Clear expectations and effective client communications are top indicators of great client service.

Listening well and conducting thorough research. We bring our unique expertise to the table. Our mix of qualitative and quantitative research and cultural planning expertise provides an evidence-based foundation for planning.

Performing most of the work by principals in our firm and reputable and accomplished sub-contractors. If project administration is performed by an assistant to the project, we practice consistent and frequent oversight.

Ensuring an open, transparent planning process with the client and with the community. This creates consensus for the planning process and plan adoption.

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Project Initiation

(2 months)

Develop a Detailed Project Work Plan and Timeline: Clarify roles and responsibilities of consultants and the City in the planning process. Develop a simple, effective communications plan building on existing local communications practices and channels.

Site Visits to Glendale: We anticipate that the consulting team will make four site visits to Glendale, with a total of ten days on site for each consultant. The first two site visits will focus on stakeholder and community/public engagement (seven days) and the next two for plan review and approval (three days). The timing and scheduling of site visits will be negotiated with the City during development of the work plan and timeline. Site visits are flexible and negotiable and will be supplemented by virtual meetings.

Tour of Glendale: A tour of Glendale's key community and cultural assets.

Establish a Planning Taskforce: In close consultation with the City staff, the team will discuss forming a Taskforce to help guide the process and demonstrate inclusivity and transparency throughout the planning process. The Taskforce

Areas of focus will include, but not be limited to:

What is the community's vision for arts and cultural development? What is a consensus definition for arts and culture in Glendale?

How well do current arts programs and funding align with the community's vision? How can programs be enhanced?

How does the city ensure equitable allocation of funds and public art? What funding opportunities are available? Could the public art requirement be extended to private development?

What is the potential for the development of a sustainable Arts District in Glendale?


What are the community's needs for arts facilities and performing arts?

Stakeholder Engagement

(2 months)

Many of the city stakeholder meetings and discussions will focus on the City's current programs and initiatives, policies, and events. The meetings will also focus on potential community and business partnerships and funding options. This includes site visit #1.

Key Stakeholders: In consultation with the City and Taskforce, we will develop a master list of stakeholders to be involved in the process, discussions, and activities. Stakeholder research will address any policies and guidelines, and current state/desired state inquiry for the cultural plan. Meetings will be conducted with City leadership, key staff and stakeholders including Arts Commissioners, arts organizations, artists, community business leaders, public officials, the school district, funders, city collaborators, and others. Included in the master stakeholder list will be people and organizations that can inform the issues of public art and the arts district. There will likely be a thread of interviews the these and other specific topics.

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Community Engagement

(2 months)

The public participation process for the cultural plan will include a variety of opportunities for residents and workers in Glendale to participate in the planning process. We consider the following key components for effective, equitable, and inclusive civic engagement. This includes site visit #2.

Understand how residents currently participate. Drawing on City methodologies for civic engagement, define who is currently participating in government processes and how they are participating in planning. This allows us to know who is underrepresented and what engagement strategies will work.

Go to the community. To reach community members less likely to participate in government processes it is necessary to go where they are and where they feel comfortable. This may include different community activities, such as meetings and events in the neighborhood or hosted in partnership with local trusted influencers. All in-person engagement may be subject to change depending on the public health environment.

Conduct project-based community conversations or pop-ups: Onsite and virtual (as appropriate) community meetings for residents to understand stories, histories, local community assets, and more.

Distribute a community survey: Design, launch and distribute a public survey exploring priorities, perceptions, and aspirations of Glendale residents and what they love about their community. An open community survey in two languages is included in CPG's price. A statistically valid survey can be conducted as an optional service at extra cost.

National Best Practices and Trends: Through consultation with the city and the Taskforce, we will define relevant communities and topics for profiling best practices and/or comparisons. Potential topics include arts funding, innovations in public art, and public art in private development.


Development and Adoption of the Plan

(6 months)

The arts and culture master plan will be developed based on an integration of all the research, engagement, and best practices.

Final Report of Findings: Develop a research summary for the report and an internal expanded document for internal review. All the detailed research will be provided as an appendix.

Draft Cultural Plan: Articulate vision and values for the cultural plan. The plan will also define goals, strategies and actions to guide the City's arts and culture investments and policies,

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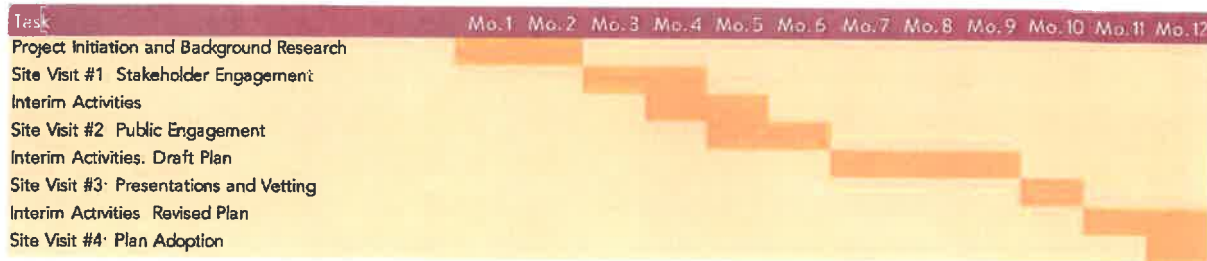
including public art, arts funding, other programs, facilities, arts partnerships, and the potential arts district.

Vetting and Revision of the Draft Plan: Online review of the draft plan, plus meetings and interviews, as required, to fully vet with key decision-makers, stakeholders and the general public. Includes site visit #3.

Final Plan: Develop a final document that reflects the desired changes and edits, for review and adoption by the Taskforce, Arts Commission, City Council and other bodies, as needed. The final plan will address all areas outlined in the RFP, an implementation plan, and any other necessary areas as defined with the city team if we are selected for the project. Includes site visit #4.


Transition to Implementation: CPG will advise the City on the transition to implementation as appropriate, such as "starting points" to demonstrate early and visible wins for the planning effort and next steps for key strategies in the plan.

PROPOSED PROJECT SCHEDULE



2.3. Offerors shall list their office location(s), service hours, primary contact(s), customer service capabilities and response times.

Cultural Planning Group’s managing office is in San Diego and the primary contact for this project is CPG Partner David Plettner-Saunders. We are available during regular business hours for project communications and are the consulting team is readily reach-able by phone, text and email. We are able to respond to client communications within one business day.

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3. PRICE (30%) Offerors shall submit their pricing in the **PRICING WORKBOOK**.

Please see attached pricing workbook.

VENDOR EXCEPTIONS:

Per Exhibit 2.2, Offeror shall note any exceptions to the solicitation documents in this section using the example below:

Document Name: Exhibit 3 – Insurance Requirements
Section: 1.a.i. Commercial General Liability – General Aggregate \$5,000,000
Exception: Vendor’s General Aggregate is only \$3,000,000

CPG has no exceptions to the solicitation documents.

ADDENDUM RESPONSES AND ACKNOWLEDGEMENT:

Attach addendum response(s) and acknowledgement(s) here.

CPG acknowledges receipt of Addendum 1 to this RFP. The signed addendum document is attached.

CONFLICT OF INTEREST STATEMENT:

If Offeror indicated they have a conflict of interest on the Offer Sheet, Offeror must provide details here. Please refer to the CONFLICT OF INTEREST in “Special Notices” of this solicitation for required information to be included here.

CPG has no conflicts of interest regarding this project.

EXHIBIT B
Professional Services Agreement


COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Consultant will bill based on deliverables as described on the attached Exhibit B.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$100,000

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|  | City of Glendale Solicitation Number: RFP 23-27 / 42300031 CONSULTING SERVICES FOR ARTS & CULTURE MASTER PLAN PRICING WORKBOOK | CITY OF GLENDALE Procurement Division 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301 |
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3. PRICING WORKBOOK

Instructions: Offerors shall completely fill out the Pricing Workbook.

Offeror's pricing shall include, but is not limited to, experienced labor, tools, employee benefits, fuel, shipping, licenses, fees, insurance, profit, and any other associated costs (except sales taxes) necessary to provide the requested services.

All prices quoted shall be firm and fixed for the specified contract period. The City shall NOT be invoiced at prices higher than those stated in the resultant contract. Other than contract pricing, NO additional cost, fees or surcharges shall be allowed by the City.

| CONSULTING SERVICES FOR ARTS & CULTURE MASTER PLAN | | |
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| Item No. | Description | Total Cost |
| 1. | Offeror shall detail all services and activities necessary to implement, perform and complete the required services for the entire term as per the Scope of Work: Project Management Costs: <i>Mgt. costs are incl. in hourly fees</i> <div style="text-align: right;">\$0</div> Estimated number of employees Assigned to this project: 2 Employee hourly rate: \$192.50/hour Total Employee Cost: \$86,240 Cost of Research/data evaluation, etc.: \$0 Equipment & Supplies Costs: \$0 Deliverables: (Pls. specify) <i>Deliverables costs are a breakdown of employee costs, above.</i> Project initiation & site visit #1 \$20,000 Site visit #2, survey and first draft of cultural plan \$31,400 Final cultural plan, 2 site visits and adoption \$34,840 Other Costs: (Pls. specify) Travel (4 site visits, 2 consultants) \$13,620 \$13,620 Total Cost 1st Year: \$99,860 \$99,860* Additional Cost 2 nd Year (if applicable): \$0 | |
| Total Cost (For the Entire Term) | | \$99,860* |

*Please see attached project budget/workplan for additional detail.



City of Glendale
Solicitation Number: RFP 23-27 / 42300031
**CONSULTING SERVICES FOR ARTS & CULTURE
MASTER PLAN
PRICING WORKBOOK**

EXHIBIT B
CITY OF GLENDALE
Procurement Division
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days


Comply: YES ____ NO

If your answer is NO, please state terms offered: *CPG does not offer discount payment terms*

PAYMENT Shall be based on completion and acceptance of deliverables defined above.


TAX AMOUNT Do not include any use tax or federal tax in your proposal.

OFFEROR NAME: The Cultural Planning Group, LLC

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City of Glendale Arts and Culture Master Plan
Proposed Budget and Workplan

| Tasks | Billable Days | |
|---|---------------|-------|
| | David | Linda |
| Project Initiation & Background Research Months 1-2 Discuss preliminary goals and expectations for the project Prepare detailed timeline and process Identify and review relevant plans and background material Prepare summary of background literature review Convene a Taskforce Prepare job and project descriptions for Taskforce Prepare communications plan Develop initial interview and research protocols Prepare initial list of interviewees and stakeholders Site visit preparation | 3 | 3 |
| Site Visit #1 (3 days) - Project Start-up and Initial Community Engagement Month 3 Initial meeting with city staff Taskforce workshop: orientation and issues discussion Familiarization tour of Glendale cultural assets, neighborhoods, public art, and places Evaluate places for viability of Arts District Interviews and discussion groups with key stakeholders: senior staff, electeds, arts and cultural leaders, etc. Wrap-up meeting with staff | 3 | 3 |
| Interim Activities Months 4-5 Revise list of interviewees, etc. Manage interview follow-through Prepare site visit summary Conduct videoconference team meetings Prepare online community survey questionnaire Site visit preparation | 4 | 4 |
| Site Visit #2 (4 days) - Continued Stakeholder and Public Engagement Month 5 Initial meeting with staff Community pop-ups/meetings (kick-off event, discussion, possible place-based charettes) Launch, publicize and distribute community survey Interviews and discussion groups with community stakeholders Taskforce workshop: visioning and issues discussion Wrap-up meeting with staff | 4 | 4 |

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| Interim Activities | 9 | 9 |
| Months 6-8 | | |
| Manage meeting/interview follow-through | | |
| Manage survey distribution | | |
| Analyze survey results and prepare topline results report | | |
| Conduct relevant national best practices/trends study of cities/programs | | |
| Conduct videoconference team meetings | | |
| Synthesize all community engagement information | | |
| Integrate community engagement and research findings into consolidated report | | |
| Develop preliminary outline of goals and strategies | | |
| Review consolidated research report and preliminary outline with staff | | |
| Conduct virtual Taskforce meeting: review consolidated research report and preliminary outline | | |
| Incorporate changes/edits to preliminary outline, based on feedback | | |
| Prepare full draft arts and culture strategic plan | | |
| Internal vetting by staff | | |
| Distribute draft plan to Taskforce | | |
| Distribute draft plan to public | | |
| Begin electronic comment period | | |
| Conduct videoconference team meetings | | |
| Site visit preparation | | |
| Site Visit #3 (2 days) – Draft Arts and Culture Strategic Master Plan | | |
| Month 8 | 2 | 2 |
| Initial meeting with staff | | |
| Taskforce workshop: review and vetting of draft plan | | |
| Study session with City Council, if desired | | |
| Interviews and meetings with stakeholders, as needed | | |
| Publicize and promote public comment | | |
| Wrap-up meeting with staff | | |
| Interim Activities | 2 | 2 |
| Months 9-10 | | |
| Manage meeting/interview follow-through | | |
| Develop consolidated list of recommended revisions and edits | | |
| Prepare final draft plan, incorporating recommended revisions and edits | | |
| Internal vetting by staff | | |
| Distribute final draft plan to Taskforce | | |
| Distribute final draft plan to public | | |
| Electronic comment period | | |
| Additional review and comment, as appropriate | | |
| Monitor and manage internal City/stakeholder reception of final draft plan | | |
| Advocate for adoption of plan | | |
| Site visit preparation | | |

EXHIBIT B

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Site Visit #4 (1 day) – Plan Adoptions 1 1
Month 10

- Taskforce workshop to adopt final plan
- Council presentation and adoption
- Other presentations (as needed)
- Workshop for implementation partners

Post-adoption Assistance

Follow-up phone consultations offered free for six months

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|------------------------------------|---------------|--------|
| Total Billable Days per Consultant | 28 | 28 |
| Daily Rate | 1,400 | 1,400 |
| Fees per Consultant | 39,200 | 39,200 |
| Total All Fees | 78,400 | |
| Overhead (10% of total fees) | 7,840 | |
| Travel (see detail below) | 13,620 | |
| Total Cost | 99,860 | |

| Estimated Travel Expenses | # trips/days | # consultants | Cost Per | Total Cost |
|---------------------------------------|---------------------|----------------------|-----------------|-------------------|
| Airfare | | | | |
| 4 trips @ 1 consultant (RT SAN – PHX) | 4 | 1 | 300 | 1,200 |
| 4 trips @ 1 consultant (RT MIA - PHX) | 4 | 1 | 550 | 2,200 |
| Local Transportation | | | | |
| 13 days car rental | 13 | 1 | 90 | 1,170 |
| Hotels | | | | |
| 4 trips @ 1 consultant | 13 | 1 | 250 | 3,250 |
| 4 trips @ 1 consultant | 13 | 1 | 250 | 3,250 |
| Per Diem | | | | |
| 24 days total per diem | 26 | 1 | 75 | 1,950 |
| Airport transportation/parking | 8 | 1 | 75 | 600 |
| Total Estimated Travel | | | | 13,620 |