



## Community Development Department

**DATE:** April 23, 2024

**FROM:** Ben Ehreth, Community Development Director

**ITEM:** Bismarck Arts and Culture Plan

**REQUEST:**

The Community Development Department requests approval of a contract and scope of work for the Bismarck Arts and Culture Plan.

**BACKGROUND INFORMATION:**

A consultant selection team has recommended Designing Local, LTD to provide consulting services for the Bismarck Arts and Culture Plan, which will be conducted primarily between the end of April 2024 and June 2025. The contract and associated scope of work are attached.

**RECOMMENDED CITY COMMISSION ACTION:**

Consider and take action on the contract and scope of work for the Bismarck Arts and Culture Plan, as attached.

**STAFF CONTACT INFORMATION:**

Ben Ehreth, Community Development Director, 701-355-1842, behreth@bismarcknd.gov  
Daniel Nairn, Planning Manager, 701-355-1854, dnairn@bismarcknd.gov  
Lauren Oster, Planner, 701-355-1846, laoster@bismarcknd.gov

**ATTACHMENTS:**

1. Designing Local Contract - Bismarck Community Arts Culture Plan

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF BISMARCK, NORTH DAKOTA  
AND DESIGNING LOCAL, LTD. FOR CONSULTING SERVICES FOR DEVELOPMENT OF A  
COMMUNITY ARTS & CULTURE PLAN**

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_ day of \_\_\_\_, 2024, by and between the CITY OF BISMARCK, a municipal corporation, hereinafter referred to as “**CITY**,” and Designing Local, LTD., a professional planning firm, hereinafter referred to as “**CONSULTANT**.”

**RECITALS**

**WHEREAS**, CITY desires to retain a qualified consulting firm to assist the City with the development of the Bismarck Community Arts & Culture Plan; and

**WHEREAS**, CITY has determined that CONSULTANT possesses the skills, experience and certifications required to provide the services required by the CITY; and

**WHEREAS**, CONSULTANT is an independent consultant providing similar professional services to numerous other cities; and

**WHEREAS**, CITY desires to retain CONSULTANT to provide professional services under the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and promises identified herein, the parties mutually agree as follow:

**1. SCOPE OF SERVICES.**

**A. CONSULTANT.** CONSULTANT shall assist the CITY by executing the following scope of services in a satisfactory and proper manner in accordance with requirements. Services will include, but not be limited to, the items noted in CONSULTANT’S proposal Exhibit B

**2. SCHEDULE.** Services of CONSULTANT are to commence upon the execution of this Agreement and shall continue in full force and effect until it is terminated. CONSULTANT shall meet the completion date as indicated on Exhibit B.

**3. TERM.** The term of this Agreement shall continue in full force and effect for a period of 15 months. The term of this Agreement may be extended as agreed upon, in writing, by CONSULTANT and CITY.

**4. COMPENSATION.** CONSULTANT will perform the work outlined above and will invoice CITY on a monthly basis. CONSULTANT’s total compensation, including reimbursed expenses, for the services set forth for the Contract will not exceed \$80,000 as outlined in Exhibit B.

**A. Compensation.** The compensation shall be paid to CONSULTANT based on the following hourly rates guide:

Amanda Golden	\$155/hour
Joshua Lapp	\$155/hour
Support Staff	\$100/hour

The total contract value will not exceed \$80,000.

**B. Method of Payment.** As a condition precedent to any payment to CONSULTANT under this Agreement, CONSULTANT shall submit monthly to the CITY a statement of account which clearly sets forth the designated items of work for which the billing is submitted.

CITY shall review CONSULTANT's monthly statement and pay CONSULTANT for services rendered hereunder at the rates if acceptable and in the amounts provided hereunder on a monthly basis in accordance with the approved monthly statements. Payment will be made according to the CITY's standard Payment Schedule and Terms.

**5. OWNERSHIP OF WORK.** All documents furnished to CONSULTANT by CITY and all reports and supportive data prepared by CONSULTANT by this Agreement are CITY's property, for the exclusive use of the CITY, shall be given to CITY at the completion of CONSULTANT services.

**6. COMPLIANCE WITH LAW.** CONSULTANT shall use due professional care to comply with all applicable federal, state and local laws, codes, ordinances and regulations. CONSULTANT represents to the CITY that it has, and will maintain through the term of the Agreement, all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required for CONSULTANT to practice its profession.

**A. PROCUREMENT OF RECOVERED MATERIALS**

In the performance of this contract, the CONSULTANT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule.

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**B. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

The CONSULTANT agrees to comply with 2 CFR 200.216 and is prohibited to obligate or spend grant funds (to include direct and indirect expenditures as well as cost share and program) to:

Procure or obtain.

Extend or renew a contract to procure or obtain; or

Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Telecommunications or video surveillance services provided by such entities or using such equipment.

Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

**C. BUY AMERICA REQUIREMENTS AND DOMESTIC PREFERENCES FOR PROCUREMENT**

The CONSULTANT agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in Federal awarding agency funded projects are produced in the United States, unless a waiver has been granted by Federal awarding agency or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. §5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements: The bidder or offeror must submit to the CITY the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

**D. WASTE, FRAUD, OR ABUSE - NOTIFICATION TO FEDERAL AWARDING AGENCY**

If a current or prospective legal matter that may affect the Federal Government emerges, the Subrecipient must promptly notify the Federal awarding agency in which the Subrecipient is located. The Subrecipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220. (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements. (3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the Federal awarding agency, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from the Federal awarding agency. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this 18 Agreement or another agreement between the Subrecipient and Federal awarding agency, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Subrecipient.

**7. INSURANCE.** CONSULTANT shall procure and maintain for the duration of the contract insurance as described in Exhibit A 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 the CONSULTANT, his agent, representatives, employees or subcontractors.

**8. RELATIONSHIP BETWEEN THE PARTIES.** CONSULTANT is, and at all times shall remain, an independent contractor, not an agent or employee of the CITY. CONSULTANT shall be solely responsible for all acts of its employees, agents or sub-consultants, including any negligent acts or

omissions. CONSULTANT shall have no authority to act on behalf of the CITY or to bind the CITY to any obligation whatsoever, unless the CITY provides prior written authorization to CONSULTANT. As an independent contractor, CONSULTANT shall not be entitled to any benefit, right or compensation from the CITY other than those provided for in this Agreement.

**9. INDEMNIFICATION.** To the fullest extent permitted by law, CONSULTANT shall defend at its own defense through counsel approved by CITY, indemnify and hold harmless CITY, its officers, representatives, agents and employees, volunteers against any and all suits, damages, costs, fees, claims, demands, causes of action, liabilities, losses and expenses, including without limitation, reasonable attorneys' fees, to the extent arising or resulting directly or indirectly from all acts or omissions to act of CONSULTANT or CONSULTANT'S officers, assistants, subcontractors, employees or agents rendering services under this agreement, including all claims relating to the injury or death of any person or damage to any property, excluding, however, such liability, claims, losses, damages, or expenses arising from CITY'S gross negligence or willful misconduct.

**10. TERMINATION OF AGREEMENT.**

- A. **Termination by Mutual Agreement.** This Agreement may be terminated by mutual consent of both parties executed in writing.
- B. **Termination for Lack of Funding or Authority.** CITY by written notice to CONSULTANT may terminate the whole or any part of this Agreement under any of the following conditions:
  - 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
  - 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
  - 3) If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Agreement under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

- C. **Termination for Cause.** CITY may terminate this Agreement effective upon delivery of written notice to CONSULTANT, or any later date stated in the notice:
  - 1) If CONSULTANT fails to provide services required by this Agreement within the time specified or any extension agreed to by CITY: or
  - 2) If CONSULTANT fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

The rights and remedies of CITY provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**11. WRITTEN NOTIFICATION.** Any notice, demand, request, consent, approval, or communications that either party desires or is required to give to the other party shall be in writing and either served

personally or sent by prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other part at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing it mailed as provided in this section.

**CITY:** City of Bismarck  
Lauren Oster  
Community Development Department  
221 N. 5th Street  
Bismarck, ND 58501

**CONSULTANT:** Designing Local  
Amanda Golden  
20 E. Broad Street  
Columbus, Ohio 43215

**12. PARTIAL INVALIDITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**13. WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of the Agreement.

**14. NO IMPLIED WAIVERS.** The failure of either party at any time to require performance by the other party of any provisions hereof shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

**15. ASSIGNMENT.** The parties recognize that a substantial inducement to CITY for entering into this Agreement is the professional reputation, experience and competence of CONSULTANT. CONSULTANT, therefore, shall not assign, delegate, nor transfer any rights or obligations pursuant to this Agreement, except as specified in this Agreement, without the prior written consent of CITY. Any assignment of any right or obligation or subcontracting of any work without CITY consent shall be void and of no effect.

**16. TAXES.** CONSULTANT agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. CONSULTANT agrees to indemnify and hold CITY harmless from any liability which it may incur to the United States of America or the State of Ohio as a consequence of CONSULTANT'S failure to pay, when due, all such taxes and obligations. In the event CITY is audited for compliance regarding withholding or other applicable taxes, CONSULTANT agrees to furnish CITY with proof of payment of taxes on these earnings.

**17. NONDISCRIMINATION.** CONSULTANT shall not discriminate against any person related to the performance under this Agreement (including any employee or applicant) or the basis of race, color, religious creed, national origin, gender, physical or mental disability, marital status, or sexual orientation.

**18. DEFAULT.** In the event CONSULTANT fails to provide the services set forth in this Agreement due to the fault of CONSULTANT, CITY shall have the right to either do the work itself or hire an outside contractor to perform those services.

**19. VENUE.** In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Burleigh, North Dakota.

**20. CONSTRUCTION.** To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in the manner that avoids any violation of statute, ordinance, regulation or law.

**21. AMENDMENT.** This Agreement constitutes the complete and exclusive statement of the Agreement to CITY and CONSULTANT. It may be amended or extended from time-to-time by written agreement of the parties hereto.

**22. INTEGRATION.** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by CONSULTANT for CITY, and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement shall be effective only if it is in writing, signed by the party to be charged.

**23. EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement it shall not be necessary to produce or account for more than one such counterpart.

**24. IN WITNESS WHEREOF,** the CITY and CONSULTANT have executed this Agreement as of the date first above written.

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Michael Schmitz  
Mayor, City of Bismarck

**AGREED:**  
Michael Schmitz

**CONSULTANT:**

  
Amanda Golden  
Managing Principal, Designing Local  
Authorized Signatory

## EXHIBIT A INSURANCE

CONSULTANT shall provide his insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements to: **CITY OF BISMARCK, NORTH DAKOTA**

**Minimum Scope of Insurance** Coverage shall be *at least as broad as*:

1. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 0001 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000 (or \$2,000,000)** per occurrence. 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.

2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering , Code 1 (any auto), or if Consultant 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.

3. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

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

**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 the Consultant including materials, part or equipment furnished in connection with such work or operations.

**Primary Coverage.** For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects 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 excess of the Consultant's insurance and shall not contribute with it.

**Notice of Cancellation.** Each insurance policy required above shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the City.

**Waiver of Subrogation.** Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant 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.

**Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

**Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

**Claims Made Policies.** If any of the required policies provide claims-made coverage: 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 one (1) year after completion of the contract 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, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

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

**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.



# SCOPE OF SERVICES

The proposed scope for the Bismarck Community Arts and Culture Plan (Plan) is below. The scope should be refined with input from staff. Please note that references to “Client Group” mean the Bismarck-designated project manager, City staff, Bismarck Parks and Recreation District (BPRD), Dakota West Arts Council (DWAC), Bismarck Public School Board and other designated personnel, and the “Team” means Designing Local team members.

## PHASE 1: MOBILIZATION

**1.01: Research and document an inventory of existing art and cultural assets throughout Bismarck.** The Team will work with the Client Group to determine what current cultural destinations and attributes are revered and valued. Understanding the existing supply of arts and cultural facilities and programs in Bismarck will be key to identifying future opportunities for arts and culture in the community. To that end, the Team will develop inventories for theaters and performance venues, galleries and exhibition spaces, studios, public art, historical sites, and museums. For each inventory, the Team will identify a series of data fields, including but not limited to venue capacity, ownership/operations, program areas, facility features, amenities, availability, quality, and location. These fields will be reviewed with the client and adjusted as needed. For each inventory, the Team will create a series of maps, including maps that overlay each inventory with demographic data. The inventories and maps will be analyzed and assessed to make facility and program-related recommendations for Bismarck. The Team will be familiar with the following:

- Relevant previously prepared plans for the City, including the Finding Unity in the Arts report, The City of Bismarck’s Strategic Plan, the Together 2045 Comprehensive Plan, existing City policies, permits and ordinances, other City plans currently being developed, and strategic plans of existing Bismarck arts and cultural organizations;
- Geographic distribution of cultural attributes and assets;
- Bismarck history;
- All arts and culture work in Bismarck in the last 5 years;
- National assessment of conditions and trends in arts and culture planning, paying special attention to municipalities of similar size and character both locally and nationally as benchmark counties.

**1.02: Discover Bismarck.** The Team will meet with the Client Group for an intense orientation. This is anticipated to be a day long session and include a tour of the City, highlighting any existing art, cultural, and historic destinations throughout the City. A Client Group leader will be expected to lead this tour.

A meeting with the Client Group will also be scheduled to review the plan context, mission, goals, meeting schedule, public meeting schedule, and expected deliverables. The Team is expected to participate throughout the process in engaging, soliciting, and managing feedback that help achieve the Plan goals and outcomes.

**1.03: Design a comprehensive project plan and detailed schedule of the overall timeline for the creation of the Plan.** This will address the role and responsibility of the Client Group and the Team with specific milestones to reach within the scope of the project including, but not limited to: timing of any project management meetings, stakeholder meetings, public meetings, and project presentations and reports. This will be refined and monitored by both the Client Group and the Team project manager.

**1.04: Design a project website.** The Team will create a project website that will allow the public to be engaged and informed throughout the planning process. The website will include information on planned events, images from public engagement events, an online mapping tool for data visualization, an online survey, and any other relevant information to the planning process. In addition to a project website, a communication plan will be developed with staff to ensure maximum community engagement and publicity.

### Task 1 Deliverables

- Map of existing cultural assets including public and private performing and visual arts venues, public art pieces and murals, and other community facilities providing cultural programming
- Inventory and assessment of existing arts organizations and resources including local arts organizations, businesses, and individuals, events, programs, projects, etc.
- Project website/webpage
- Project Framework - Work plan and overall timeline of the project
- Stakeholder List with contact information



## PHASE 2: COMMUNITY DIALOGUE & ENGAGEMENT

**2.01: Determine existing attitudes and perceptions, opportunities and challenges to creating the Arts and Culture Plan.** Upon completion of Task 1, the Team will meet with key stakeholders to listen and learn about the City. Stakeholder meetings may take place in one-on-one or focus group sessions and may include City staff, Bismarck Parks and Recreation District (BPRD), Dakota West Arts Council (DWAC), Bismarck Public School Board, community members, and other leaders of non-government entities. During this series of meetings, the Team will determine an internal vision and will discuss the plan for fulfilling the vision. The stakeholder list will be provided by the Client Group.

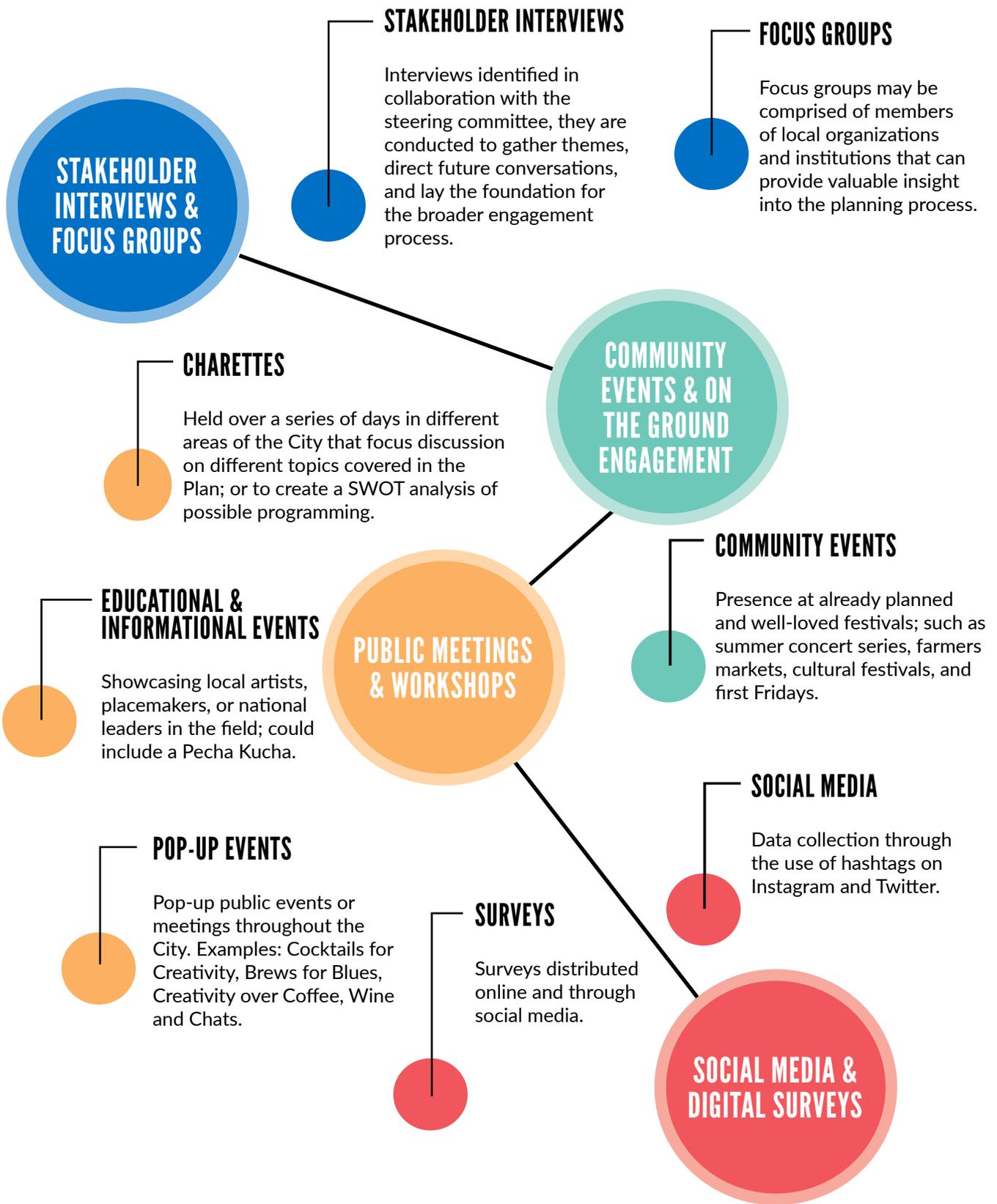
**2.02: Determine optimal method and process for community engagement opportunities.** The Team will work with the Client Group to design and facilitate a series of workshops. These events will be highly interactive and inclusive and yield essential insight to craft a narrative about Bismarck and the values of the community. A minimum of two public meetings will be facilitated. One event will be to kick-off the planning process, the second to solicit the community's big ideas for the future. Our community engagement approach will focus on collaboration and being open-minded to find the best solution together.

- **Create.** The Team will work with the Client Group to design the specific details for each workshop from a year-round perspective, including specific engagement activities, necessary background research, and essential products. In addition to the engagement workshops, the team will develop a survey for the community to participate in. The survey will be distributed online through social media channels, the City's website, and will be available in hard copy in County offices.
- **Market.** The Team will assist with promoting the workshops, including developing the design of all marketing materials. The team will utilize the arts community, neighborhood organizations, and the City to promote the workshops within their networks.
- **Facilitate.** The Team will lead and facilitate an informative and engaging program. We would propose to hire local artists to help facilitate engagement and/or temporary public art installations as part of this process. This could take many forms and the opportunity to hire an artist(s) could be undertaken through a call for artist process.
- **Report.** The Team will prepare a detailed report that interprets the data and identifies key values, priorities, vision and goals. All findings will be presented based on community feedback and support and will be evaluated through a national best practice lens to key stakeholders, Bismarck City Commission, Bismarck Park Board, and Bismarck School Board.

### Task 2 Deliverables

- Media and public engagement plan
- Public workshop series and materials, including surveys
- Public engagement results

# COMMUNITY DIALOGUE & ENGAGEMENT STRATEGIES





**Cultural sensitivity** is about having respect for the people, the land, the plants and animals, the cultural, and the history of the place. We understand that all walks of life play a vital role in sculpting a community's vision, and we have learned to listen to the stories of all people, regardless of income, age, and ability. Our mission is to listen to these stories and integrate them into culturally appropriate, innovative, and sustainable communities.

We recognize that Bismarck, like many cities, is diverse and that recognition of its multi-cultural character will be essential to this project. We also recognize in any community planning endeavor, legacies of appropriation, exclusion and intolerance are often surfaced, in ways that are unique to each particular community. In our experience, the best solutions to being inclusive and addressing creative and cultural tensions can be found by working with communities themselves, rather than by imposing outside ideas about appropriate processes. Our Team recognizes the importance of a comprehensive and culturally relevant planning process to serve and offers unparalleled experience working with diverse populations, including Native American communities.

The incorporation of indigenous planning principles is important in helping people feel "at home" in what they might perceive as an uncomfortable or intimidating environment. We seek to reinforce a feeling of pride among the members of the community by integrating them throughout the process of the planning of their communities. Our process is to have an open dialogue with the community that will bring a sense of pride and a harmonious environment to this project.

IDS+A strives to instill the Native American cultural identity within the communities and facilities that they plan and design. They have worked with many different tribes and all seek to communicate a sense of their cultural identity in the planning, physical form, and contextual response to the local environment in a way that is respectful and unique to their community. Our team recognizes that while not all tribes are common in their traditional beliefs and customs, there are commonalities during the early stages of planning that ultimately become a part of the solution.

## PHASE 3: SYNTHESIZE IDEAS & DEFINE STRATEGY

**3.01: Articulation of a common vision for Bismarck.** Based on the public workshops and stakeholder meetings, the team will extract the story Bismarck wants to tell to the outside world through its Community Arts and Culture Plan. The Plan will contain goals and action steps that are achievable within the next 10 years. Each recommendation will be examined for connection to other planning projects throughout the City. It is understood that the objectives of the plan may be subject to change during the planning process. The Plan will cover the following topics and are not listed in a particular order:

- Establish a vision, values, and goals for the Plan;
- Identify clear goals and action strategies that include both short-term and long-term priorities, estimated budget and costs, and clear implementation dates;
- Recommended public art guidelines, policies and processes;
- Recommended policies and programs related to the implementation of the mission, vision and goals for the Plan;
- Development of guidelines for inclusion of public art in public improvement projects;
- Create strategies for ongoing community engagement and outreach to a diverse group of stakeholders;
- Identification of potential funding models for public art;
- Undertake a comprehensive community outreach program to fully engage residents, stakeholders and the community at large in shaping and defining what public art is in Bismarck;
- Undertake specific outreach to residents and the community to help identify specific opportunities for public art engagement that will be beneficial for those communities;
- Provide a thorough inventory and assessment of the City's cultural assets and opportunities;
- Provide site identification criteria or recommendations for placement of art;
- Identification of sites for future temporary and permanent public art projects; and
- Establish standards for maintenance, upkeep and replacement.
- Identify community and neighborhood identity and recommend strategies to bolster and expand that identity through arts and culture.
- Identify strategies to ensure art placement and culture programming is community wide and accessible to all.
- Recommend funding mechanisms, partnerships, and/or organizational creation necessary for the sustained programming of arts and cultural activities/displays within the public realm
- Determine interest for the formation of an arts commission and/or methods to strengthen existing boards who provide resources or reviews related to arts and culture. If demonstrated interest exists, this effort should also include the establishment of recommended roles, responsibilities, and authority for such an organization.
- Identify and recommend best practices for privately owned art that is publicly accessible.
- Provide recommendations for any necessary policies or ordinances to support implementation of the plan.

**3.02: Develop a strategy to gain community consensus for the Plan.** The Team will work to determine the tools and information needed to create the basis for community-wide consensus building.

### Task 3 Deliverables

- Draft Plan elements with overall look and design of the final Plan
- Community outreach strategy and execution for Plan adoption
- Raw data from all collector methods

## PHASE 4: INITIAL RECOMMENDATIONS

**4.01: Present outline and graphic elements of the Plan.** The Team will present the structure and components of the Plan, including concepts and format to the Client Group. A list of proposed education and PR materials for public consumption will be included.

**4.02: Present draft Plan to the community stakeholders and Bismarck Staff.** The Team will provide the community stakeholders and the general public with recommendations and will solicit final comments to gauge the level of support and feedback for any Plan changes. The Team will also educate the Client Group, the Bismarck Parks and Recreation District (BPRD), Dakota West Arts Council (DWAC), Bismarck Public School Board, other local arts and cultural organizations, museums, and project stakeholders about the process of implementing recommendations in the respected departments and with respective partners.

**4.03: Creation of the final Plan.** The Team will finalize the plan based on feedback from the community stakeholders, the Client Group, and elected officials.

**4.04: Outreach Materials.** The Team will develop education and PR materials that will communicate the process and outcomes of the Plan for consumption.

#### **Task 4 Deliverables**

- Presentation of initial recommendations to City and community stakeholders, Bismarck City Commission, Bismarck Park Board, and Bismarck School Board.
- Draft and final Plan including presentation slides
- Outreach materials

## **PHASE 5: FINAL REVIEW & RECOMMENDATION**

**5.01: Presentation of the final Plan.** The Team will present the final draft of the Plan at a Bismarck City Commission work session or meeting.

#### **Task 5 Deliverables**

- Final Plan presentation to elected officials and the public
- Funding and resource recommendations
- Original files of Plan document

## **WORKLOAD & AVAILABILITY**

We're a small team working hard and building together. Internally and externally we prize open, honest, and clear communication. Principal-level service is among the core values of our team. We have a passion and curiosity for what we do and we bring the devotion we have for our community to each of those we work in. We are well equipped to reliably manage projects outside of our region, and we do so regularly by utilizing virtual collaboration tools. Our team has the necessary facilities, capacity, and financial resources to provide the requested services in a satisfactory manner. Designing Local is completing several projects in Q1 of 2024. This will provide the firm with 25% capacity for its placemaking and engagement staff, and 50% capacity for its planning staff.

### **ASSUMPTIONS OF TEAM**

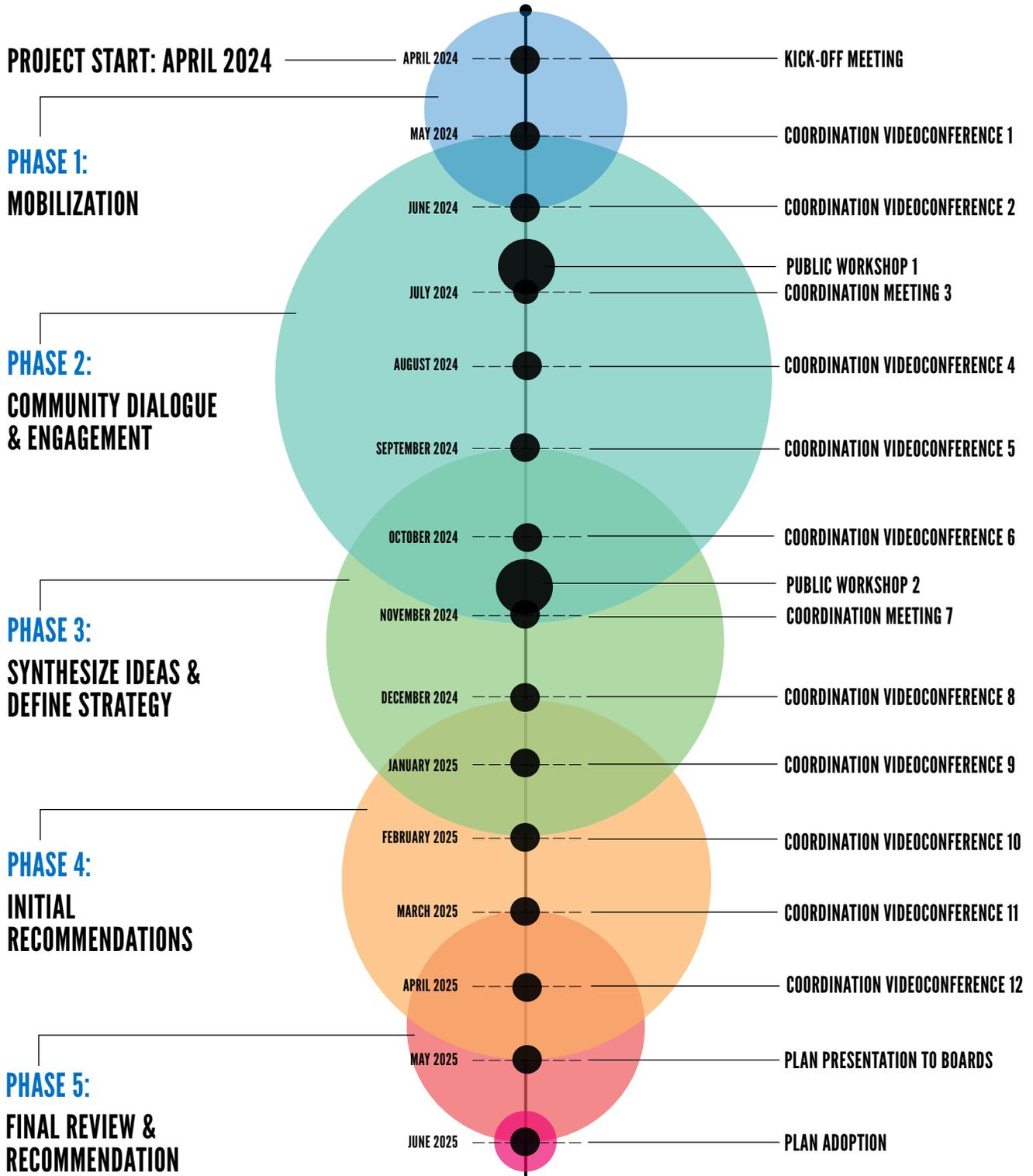
- The team will be prepared to have work sessions and project updates at minimum, bi-weekly with staff.
- The team will attend all meetings as needed and required and will prepare meeting summaries for staff, including a monthly progress report as requested.
- The team will prepare presentation materials in suitable formats for all public meetings.
- The team will take the lead on facilitating all public meetings.
- The team will respond in a timely manner to any and all questions from the public and staff.
- The team will serve as a liaison between the Departments, and community stakeholders.
- The team will brief leadership on plan recommendations, as requested.
- The team will provide all tools for data collection including but not limited to questionnaires, surveys, etc.

### **ASSUMPTIONS OF STAFF**

- This approach will be converted to a detailed scope of work finalized in collaboration with the staff that will address coordination among Bismarck staff.
- Staff will assist in obtaining any documents and data.
- Staff will act as a liaison with the appropriate legislative bodies.
- Staff will coordinate document review and supply edits or approvals in a timely manner.
- Staff will assist with securing locations for meetings, events, and workshops.
- Staff will assist in marketing public workshops to the public through community channels and other local opportunities.

# PROPOSED PROJECT SCHEDULE

Designing Local anticipates that this project will require approximately 15 months to complete. This will include a minimum of 2 public engagement events and bi-weekly Project Management Team meetings. The process shown below is preliminary and we anticipate adjustment of the milestones based on input from the Client Group.



## PROPOSED FEES

The following level of effort worksheet is based on the project scope of work as described in the RFP. Designing Local anticipates adjustments in the budgeted phase and fee amounts listed below, as mutually agreed upon with the Client Group.

Phase	Phase Name	Fee
<b>PHASE 1</b>	<b>MOBILIZATION</b>	<b>\$15,000</b>
1.01	Research existing assets	\$3,000
1.02	Discover Bismarck	\$5,000
1.03	Design of project work plan	\$2,000
1.04	Creation of project brand and website	\$5,000
<b>PHASE 2</b>	<b>COMMUNITY DIALOGUE &amp; ENGAGEMENT</b>	<b>\$30,000</b>
2.01	Determine attitudes and challenges	\$5,000
2.02	Evaluate synergies	\$5,000
2.03	Public workshop series	\$20,000
<b>PHASE 3</b>	<b>SYNTHESIZE IDEAS &amp; DEFINE STRATEGY</b>	<b>\$15,000</b>
3.01	Articulation of a common vision	\$10,000
3.02	Strategy to gain community consensus	\$5,000
<b>PHASE 4</b>	<b>INITIAL RECOMMENDATIONS</b>	<b>\$15,000</b>
4.01	Present the plan outline	\$4,000
4.02	Present draft plan	\$3,000
4.03	Create the final plan	\$6,000
4.04	Create outreach and marketing materials	\$2,000
<b>PHASE 5</b>	<b>FINAL REVIEW &amp; RECOMMENDATION</b>	<b>\$5,000</b>
5.01	Present the final plan	\$5,000
<b>PROPOSED FEE</b>		<b>\$80,000</b>

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Designing Local Ltd	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>  P  </u> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. 20 E Broad Street	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code Columbus, OH 43215	
<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
4	6		5	1	7	2	7	9	3

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**     Signature of U.S. person ▶   
Date ▶ **11/01/2023**

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*