



PARKS, ARTS & COMMUNITY SERVICES COMMISSION AGENDA REPORT

MEETING DATE: JUNE 27, 2019

ITEM NUMBER: 11b

SUBJECT: ARTS AND CULTURE MASTER PLAN

DATE: JUNE 17, 2019

FROM: PARKS & COMMUNITY SERVICES DEPARTMENT

PREPARED BY: JUSTIN MARTIN, PARKS AND COMMUNITY SERVICES DIRECTOR

**FOR FURTHER INFORMATION CONTACT: JUSTIN MARTIN, PARKS AND COMMUNITY
SERVICES DIRECTOR, 714-754-5065**

RECOMMENDATION:

Staff recommends that the Parks, Arts and Community Services Commission recommend to the City Council the approval and adoption of the proposed Arts and Culture Master Plan (Attachment 1).

BACKGROUND:

The City of Costa Mesa is fortunate to have become a hub for world-class performing arts. Established within the City are producing companies and presenters, performance and exhibition venues, and renowned works of public art. In addition to already operational organizations, the Orange County Museum of Art will be relocating to Costa Mesa by the end of 2021. Several of these organizations and their facilities have been created entirely through private initiative and paid for through generous private philanthropy. These are assets of incalculable value, assessable to, and benefiting all residents. At the same time, and as a result, visitors are drawn to Costa Mesa not only from the region but from all over the world. Thus, Costa Mesa's development of arts and culture contribute significantly to the community, its vibrant economy, the City's fiscal health and overall quality of life.

It was in recognition of the important value and impact of local arts and culture, that the Costa Mesa City Council changed the official city motto to "City of the Arts" in 1984, and ultimately led to the creation of the Cultural Arts Committee.

Since then, the City has capitalized on these outstanding arts assets, particularly in attracting international travelers in business relocations. Yet the City's investment in its arts and culture is quite modest, well below most of the region's largest cities.

However, much has changed over the past 35 years (since 1984), and the ability of Costa Mesa to continue affirming its role as a preeminent "City of the Arts" has warranted taking a fresh look, via the Master Plan.

Therefore, in June 2017, the City Council unanimously approved the development of the City's first Arts and Culture Master Plan. This initiative signaled the belief that the time had come to appraise the value of the City's cultural resources, to identify what strengths and weaknesses exist in the local landscape according to those who live, work or visit Costa Mesa, and to envision ways that the City can support and advance arts and culture in Costa Mesa, now and over the course of the coming years.

DISCUSSION:

On October 18, 2017, the Finance Department, Purchasing Division released a Request for Proposal (RFP), # 17-20 for the City's first Arts and Culture Master Plan (Attachment 2). The RFP was published in the Daily Pilot newspaper and posted on the City's website.

On December 5, 2017, Arts Orange County, the County's non-profit arts agency, was selected as the consultant to carry out the City's Arts and Culture Master Plan process. Arts Orange County had previously been selected as the consultant to complete similar documents for the City of Newport Beach and the City of Mission Viejo. A Professional Services Agreement was then executed between the City and Arts Orange County (Attachment 3).

ANALYSIS:

The Arts and Culture Master Plan is intended to serve as a guide, or a road map for the City to follow over the course of the coming years. As the first part of the master plan process, a sub-committee working group was formed and community input/public outreach was scheduled.

Sub-Committee Working Group

In January 2018, a six-member sub-committee, comprised of four members of the Cultural Arts Committee and two Parks and Community Services Department staff, began to meet with the consultant team to administer the process. Throughout the next 15 months, the sub-committee met on eleven occasions to work with the consultant regarding public outreach, document updates, and the creation of the draft document. In addition to these meetings, members of the sub-committee also attended scheduled community input/outreach meetings.

Community Input/Outreach

In order to receive important feedback from the public and business community, six community meetings were held. The meetings were held on various days, at various times, and at varying geographic locations, so as to provide adequate availability for the public to attend, dependent upon their personal and professional schedules.

In an effort to utilize technology to solicit feedback for the plan, a Facebook page was created by the consultant. Through this page, the public meetings were promoted. Also through the page, an online survey that was conducted in both English and Spanish was created. Over the course of the outreach period, more than 1,000 surveys were successfully submitted by the public via the online link.

Another important aspect of soliciting information and feedback was done through conducting stakeholder interviews. During the master plan process, nearly 80 stakeholder interviews were conducted by the consultant. This amount of interviews was more than double what was required by the PSA.

Cultural Arts Committee Review

During their April 2019 meeting, the Cultural Arts Committee received a full presentation by the consultant and reviewed the proposed Arts and Culture Master Plan document, including each of its recommendations. The Committee voted unanimously to recommend that the Parks, Arts and Community Services Commission recommend approval and adoption to the City Council.

Next Steps

In its current form, the proposed Arts and Culture Master Plan provides a review of the thorough process, as well as a set of recommendations to be considered by the City Council for implementation, if adopted.

Following the Commission's recommendation, the Arts and Culture Master Plan, including any comments received, will be presented to the City Council for their approval and adoption.

ALTERNATIVES CONSIDERED:

The Commission may recommend adoption of the proposed Arts and Culture Master Plan with additional revisions. Any revisions will be presented for City Council consideration and approval.

FISCAL IMPACT:

Funding for the creation of the Arts and Culture Master Plan was approved by the City Council in the amount of \$35,000, as part of the FY 17/18 BIA Marketing budget.

Implementation of any of the recommendations set forth in the Arts and Culture Master Plan have not been budgeted for at this time. Per the plan's 'budget forecast', an estimated annual expense schedule has been provided for each recommendation, which is described as potentially beginning in FY 20/21.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report and finds it acceptable as to form.

CONCLUSION:

In order to continue moving forward in the Master Plan review and adoption process, staff recommends that the Parks, Arts and Community Services Commission recommend to the City Council the approval and adoption of the proposed Arts and Culture Master Plan.



JUSTIN MARTIN

Parks and Community Services Director



ASHLEY THOMAS

Recreation Supervisor

Attachments:

1. Draft Arts and Culture Master Plan
2. RFP – Arts and Culture Master Plan
3. Professional Services Agreement



City of Costa Mesa
Arts & Culture Master Plan

Prepared by





“THE LOCAL COMMUNITY, THE REBEL SURF-SKATE CULTURE AND THE IDEA OF PEACE AND OUR NEED TO TAKE CARE OF OUR ENVIRONMENT ALL INSPIRED ME FOR THIS PIECE... I WANTED PEOPLE DRIVING DOWN THE FREEWAY TO BE ABLE TO CLEARLY PICK UP ITS MESSAGE AND MAYBE BE INSPIRED, TOO... THE MURAL REPRESENTS INCLUSION, WELCOMING, COMMUNITY, PEACE AND HARMONY.

WHAT I HOPE IS PEOPLE WHO ENJOY IT CONSIDER HOW ART ENRICHES THE COMMUNITY AND THEN, MAYBE, THEY SUPPORT MORE PROJECTS LIKE THIS.”

SHEPARD FAIREY

World-renowned artist who created the mural “Welcome Home” for Baker Block, 125 Baker Street East. At 136-feet long by 55-feet high, the mural covers more than 8,000 square-feet, and features the City of Costa Mesa motto, “City of the Arts.”

TABLE OF CONTENTS

Introduction..... 4

City of Costa Mesa Leadership..... 5

Executive Summary, Mission, Vision..... 6-7

Research Methodology..... 8

 -Sources of Community Input..... 9-10

 -Key Stakeholder Interviews..... 11-13

 -Community Forum Attendees..... 14

 -Online Survey Overview..... 15-20

Timeline – Highlights of Costa Mesa’s Arts Evolution 21-22

Why the Arts are Important to a Healthy Community 23-26

The Creative Economy in Costa Mesa 27-28

How Much do Cities Spend on Arts & Culture? 29

How do Cities Fund the Arts? 30

Orange County Cities Arts Governance..... 31

Costa Mesa Cultural Arts Committee 32

Overview of City-Sponsored Arts Programs and Services 33

Policy Framework: Goals, Objectives, Action Steps 34-51

Recommendations: Action Plan Timeline 52-55

Recommendations: Budget Forecast..... 56-57

About the Consultant..... 58

Appendices 61

INTRODUCTION

The City of Costa Mesa is truly fortunate to have become home to world class performing arts producing companies and presenters, performance and exhibition venues, renowned works of public art, and soon a museum of art. Several of these organizations and their facilities have been created entirely through private initiative and paid for through generous private philanthropy, led by the extraordinary vision and meaningful involvement of the Segerstrom family.

These are assets of incalculable value, accessible to and benefiting all City residents. At the same time, and as a result, visitors are drawn to Costa Mesa, not only from the region but from all over the world. Thus, Costa Mesa's arts and culture contribute mightily to the community—its vibrant economy, the City's fiscal health, and the overall quality of life.

It was in recognition of the important value and impact of local arts and culture that the Costa Mesa City Council, in 1984, changed the official City motto to “City of the Arts” and created its Cultural Arts Committee.

Since then, the City has capitalized on these outstanding arts assets, particularly in attracting international travelers and business relocations. Yet the City's investment in its arts and culture is quite modest—well below most of the region's largest cities. One reason may be City leaders' belief that the longstanding strength and quality of privately-funded venues and programs meant that those bases were well covered, enabling them to focus their resources elsewhere.

Much has changed, however, over the past thirty-five years, and the ability of Costa Mesa to continue affirming its role as a preeminent “City of the Arts” has warranted taking a fresh look.

Therefore, in 2017, the Costa Mesa City Council approved unanimously the development of the City's first Arts & Culture Master Plan. This initiative signaled the Council's belief that the time had come to appraise the value of the City's cultural resources, to identify what strengths and weaknesses those who live, work or visit here feel exist in the local cultural landscape, and to envision ways that the City can support and advance arts and culture in Costa Mesa.

Arts Orange County, the county's nonprofit arts agency, was privileged to be engaged as Costa Mesa's consultant for this project.

Arts Orange County

CITY OF COSTA MESA LEADERSHIP

(MARCH 2019)

City Council

Katrina Foley – Mayor
John B. Stephens – Mayor Pro Tem
Manuel Chavez – Council Member
Sandra L. Genis – Council Member
Allan R. Mansoor – Council Member
Andrea Marr – Council Member
Arlis Reynolds – Council Member

Cultural Arts Committee

Rocky Evans – Chair
Charlene Ashendorf* – Vice Chair
Kathleen Eric*
Andrew Gallagher (Alternate)
Frank Gutierrez*
Jason Komala
Anthony Manrique
Monica Morita-Hayden
Irma Ramirez
Tracy Taber
*Member, Arts & Culture Plan Subcommittee

City Staff

Justin Martin, Parks & Community
Services Director
Ashley Thomas, Recreation Supervisor



Pacific Symphony, Carl St.Clair,
Music Director, performing at the Renée
and Henry Segerstrom Concert Hall.

EXECUTIVE SUMMARY

The City of Costa Mesa Arts & Culture Master Plan results from the compilation and synthesis of significant community input collected during the course of over one year, and reflects the dreams and wishes of Costa Mesans expressed in the following Vision and Mission Statements and distilled into goals and action steps for the City to pursue.

VISION

The City of Costa Mesa rededicates itself to the distinction of being a “City of the Arts,” a place where:

- creativity and creative people can flourish
- imagination, inspiration and innovation are held in high regard
- the arts are agreed to be essential to everyone’s education
- arts and culture enrich lives and uplift the human spirit
- arts and culture promote civic pride



Mural by Allyson Jones Wong at 1500 Adams Avenue.

MISSION

Building on the efforts, accomplishments and momentum of its proud history – recognizing the challenges and competitive pressures of today – and responsible to the expectations and vitality of the future, the City of Costa Mesa sets forth 4 core priorities:

- **Increase opportunities for all to experience arts and culture throughout our community**
 - Expand arts and cultural offerings for children and youth
 - Increase free arts experiences year-round throughout the City
- **Expand public art throughout the City, both indoor and outdoor, through donation, loan, purchase.**
- **Professionalize and elevate the status of arts and culture in City government**
 - Boldly assert Costa Mesa’s “City of the Arts” brand
 - Hire professional arts and culture staff
 - Establish a City Arts Commission and retain the city’s Cultural Arts Committee in a new role
- **Support Costa Mesa’s thriving creative economy**
 - Promote greater creative sector collaboration
 - Help keep Costa Mesa’s “creatives” in the City
 - Address the need for creative spaces
 - Re-imagine the City’s arts grants program for greater impact

The fulfillment of these goals requires the City to invest appropriate levels of time, talent and financial resources.

RESEARCH METHODOLOGY

During the past twelve months, Arts Orange County has collected community input and data through a variety of tools.

- Conducting meetings with the Cultural Arts Committee's Arts and Culture Master Plan Subcommittee to review project goals and scope of work, to keep them informed of our progress, and to identify information still needed for the plan.
- Conducting 78 individual key stakeholder interviews to identify community arts and cultural needs. These individuals were identified in collaboration with the Arts and Culture Master Plan Subcommittee and included a representative sampling of various important constituencies within or serving the City of Costa Mesa.
- Conducting seven community conversations to identify arts and cultural needs, held in various locations around the City, including a bi-lingual community conversation held at a Latino neighborhood community center.
- Conducting an online survey that was open to the public, and promoted widely, to collect input from Costa Mesa residents and visitors to the City. The survey was available in English and Spanish, and more than 1,000 responses were received.

SOURCES OF COMMUNITY INPUT

OC Fair & Event Center
Segerstrom Center for
the Arts and its
Resident Organizations
South Coast Repertory
Orange County
Museum of Art

PROFESSIONAL ARTS & ENTERTAINMENT

All-American Boys
Chorus
Arts & Learning
Conservatory
The Attic Theatre
Costa Mesa
Playhouse

COMMUNITY ARTS & ARTS EDUCATION

South Coast Plaza /
C.J. Segerstrom & Sons
The LAB / CAMP /
The LAB Holding
Triangle Square

DESTINATION RETAIL

South Coast Metro
Alliance
Travel Costa Mesa
Steelwave
(Hive & The Press OC)
Red Oak Investments
(Baker Block)
Sakioka Company

MAJOR BUSINESS

OC Department of
Education
Newport-Mesa Unified
School District
Orange Coast College
Vanguard University

EDUCATION

VANS
RVCA
Urban Workshop
Transparent
Productions

CREATIVE INDUSTRIES

Neighborhood
Community
Forum
Online Survey

COSTA MESA RESIDENTS

SOY (Save Our Youth)
"Día del Niño"
Festival attendees
Bilingual Community
Conversation
Spanish-language
online survey

LATINO COMMUNITY

KOCE-TV / PBS SoCal
Local Arts Magazine

MEDIA

Mesa Art & Framing
Costa Mesa Ceramics
Location 1980
Graphic Decisions
Leonardo Da Vinci
Institute

SMALL BUSINESS

OC Community
Foundation
OneOC
United Way of OC
Individual Arts Patrons

SOCIAL SERVICES & PHILANTHROPY

Mayor & City Council
Parks & Recreation
Commission Cultural Arts
Committee City Manager
Economic & Development
Services Department

CITY GOVERNMENT

KEY STAKEHOLDER INTERVIEWS

Consultant's scope of work was to interview 20 key stakeholders. However, Arts Orange County interviewed 78 individuals. All are Costa Mesa-based, unless otherwise noted.



Minoo Ashabi
Charlene Ashendorf
David Blaire
Krissie Bogner
Gordon Bowley
Maria Hall Brown

Mike Brown
Peter Buffa

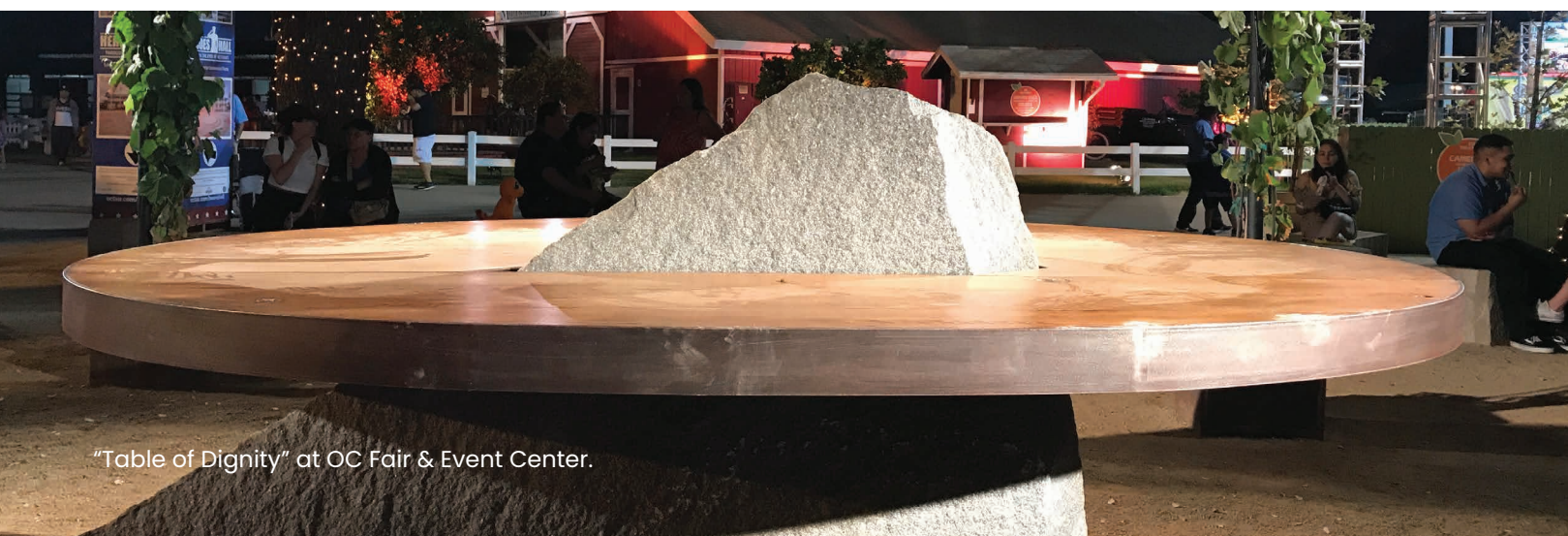
Mary Cappellini
Gregory Cox

Barry Curtis

Principal Planner, City of Costa Mesa
Cultural Arts Committee Member, City of Costa Mesa
Board Member, Costa Mesa Playhouse
Parks & Recreation Commissioner, City of Costa Mesa
Costa Mesa United
Executive Producer, Arts & Cultural
Programming, PBS SoCal (KOCE-TV)
Board Member, Costa Mesa Playhouse
Director, Barclay's Bank, CM resident, former Mayor and
Council Member, City of Costa Mesa
Board Member, Save Our Youth
Vice President, Development, Pacific Symphony— resident
orchestra Renée & Henry Segerstrom Concert Hall,
Segerstrom Center for the Arts
Director of Economic & Development Services, City of Costa Mesa

Sandy Segerstrom Daniels	Managing Partner, C. J. Segerstrom & Sons/South Coast Plaza
Skeith De Wine	Artist, Gallery Owner
Terry Dwyer	Former President, Segerstrom Center for the Arts
David Emmes	Founding Artistic Director, South Coast Repertory
Steve Endicott	Board Member, Costa Mesa Playhouse
Kathy Endicott	Board Member, Costa Mesa Playhouse
Kathleen Eric	Cultural Arts Committee Member, City of Costa Mesa
Leah Ersoylu	Former Parks & Recreation Commissioner, City of Costa Mesa
Rocky Evans	Cultural Arts Committee Member, City of Costa Mesa
Scott Fitzpatrick	Arts Specialist, Newport-Mesa Unified School District
Katrina Foley	Mayor, City of Costa Mesa
John Forsyte	President, Pacific Symphony – resident orchestra Renée & Henry Segerstrom Concert Hall, Segerstrom Center for the Arts
Jesse Fortune	Owner, Location 1980 (Artist studios and gallery)
Sandra Genis	Council Member and Former Mayor, City of Costa Mesa
Frank Gutierrez	Cultural Arts Committee Member, City of Costa Mesa
Joan Hamill	Director of Outreach, OC Fair & Event Center
Todd Hanson	Vice President, Orange County Community Foundation, Newport Beach
Tom Hatch	Former City Manager, City of Costa Mesa
Mark Hilbert	Arts Philanthropist, Founder of The Hilbert Museum at Chapman University, resident of Newport Beach
Seth Hiromura	Steelwave, owners of Hive and The Press OC
Jason Holland	Vice President, Outreach, Segerstrom Center for the Arts
Jim Huffman	Founder of The Attic Theatre, Santa Ana and resident of Costa Mesa
Mark Kaufman	Publisher, LOCAL ARTS Magazine
Jason Komala	Cultural Arts Committee Member, City of Costa Mesa
Kathy Kramer	President & CEO, OC Fair & Event Center
Peter Kreder	Board Member, Costa Mesa Playhouse
Elizabeth Kurila	Former Vice President for Development, PBS SoCal (KOCE-TV)
Jennifer Le	Assistant Director of Development Services, City of Costa Mesa

Paulette Lombardi-Fries	President, Travel Costa Mesa
Anthony Manrique	Cultural Arts Committee Member, City of Costa Mesa
Allan Mansoor	Council Member and Former Mayor, City of Costa Mesa
Andrea Marr	Council Member, City of Costa Mesa
Kim Matsoukas	Senior Manager, Sustainability and Social Responsibility, VANS
Liz McNabb	Parks & Recreation Commissioner, City of Costa Mesa
Dan McQuaid	President & CEO, One OC, Santa Ana
Susan Kotses Miller	Vice President, Education, Pacific Symphony – resident orchestra Renée & Henry Segerstrom Concert Hall, Segerstrom Center for the Arts
Austin Muckenthaler	Program Director, Orange County Community Foundation, Newport Beach
Carl Neisser	Arts Philanthropist, resident of Newport Beach
Andrew Nelson	Partner, Red Oak Investments (Owners, The Baker Block)
Kathy Paladino	Board Member, Costa Mesa Playhouse
Sue Parks	CEO, Orange County United Way, Irvine
Elizabeth Pearson	Former President & CEO, Pacific Chorale
Kim Pederson	Former Parks & Recreation Commissioner, City of Costa Mesa
Lauren Petersen	Owner, Costa Mesa Ceramics
Sheila Peterson	Arts Philanthropist, resident of San Juan Capistrano
Kirby Piazza	Department Chair of Visual & Performing Arts, Costa Mesa High School
Diane Pritchett	Executive Director, South Coast Metro Alliance
Susanne Reid	Chair, Music Department, Vanguard University
Arlis Reynolds	Council Member, City of Costa Mesa
Michele Richards	Vice President, OC Fair & Event Center
Jim Righeimer	Former Mayor and Council Member, City of Costa Mesa
Silvia Rosales	Operations Manager, Save Our Youth
Shaheen Sadeghi	Owner, The LAB Holding (owners, The LAB and Camp)
Pam Schader	Founder, Director, Art 4 Kids, Newport Beach
Anton Segerstrom	Partner, South Coast Plaza
Todd D. Smith	CEO & Director, Orange County Museum of Art
John Stephens	Mayor Pro Tem, City of Costa Mesa
Tim Taber	Transparent Productions
Tracy Taber	Cultural Arts Committee Member, City of Costa Mesa
Anais Tangie	CEO, AT Connections (Triangle Square)
George Thompson	Artists Network Program, RVCA
Paula Tomei	Managing Director, South Coast Repertory
Christopher Trela	President, ArtsPR
Steve Venez	Visual & Performing Arts Coordinator, Orange County Department of Education
Nicole Wolfe	Director of Talent Acquisition at VF Action Sports (VANS)
Debora Wondercheck	Executive Director, Arts & Learning Conservatory



"Table of Dignity" at OC Fair & Event Center.

COMMUNITY FORUM ATTENDEES

Ivan Alexander	Sharon Hurd
Charlene Ashendorf	Eddy Iniestra
Enrique E Becerra	Sunny Kim
Marcie Brejtfus	Judith Lamb
Allison Burch	Giovanny Manzos
Cinzia Burini	Andrea Marr
Mary Cappellini	Monica McDade
Araceli Ceja	Salina Mendoza
Manuel Chavez	Charlene Metoyer
Cynthia Corley	Luke Money
Jose E Corona	Trina Moorlach
Dr. Cravagan, MD	Maria Mota
Cynthia D'Agosta	Cynthia Olina
Jason Delvera	Mariola Paini
Irene Engard	Emily Palmas
Kathleen Eric	Anne Parker
Daniel Escobar	Magali Pineda
Sara Fahy	Diane Pritchett
Scott Fitzpatrick	Bertha Rodriguez
Matt Fletcher	Dianne Russell
Andrew Gallagher	George Sakioka
Andy Garcia	Karin Schnell
Edwin Garcia	Kay Dalton
Michael Garcia	Simpkins
Gwen Ginocchio	Barbara Steck
Art Goddard	Karen Stretch
Tina Wilcox Gold	Naynara
David Gold	Tangeland
Frank Gutierrez	Nguyet @ Quynh
Mitch Healy	Thomas
Melanie Hihma	Rebecca Trahan
Luke Hihma	Kathie Warren
Jim Huffman	Olga Zypita



Art by Jason Maloney is part of the City's Utility Box Art Program.

ONLINE SURVEY OVERVIEW

SURVEY UNIVERSE

Costa Mesa residents
People who work in Costa Mesa
People who visit Costa Mesa

SURVEY PERIOD

February 1 – May 31, 2018

PROMOTION

Costa Mesa TV
City of Costa Mesa e-mail, publications, and social media
Arts Orange County e-mail, publications, and social media
Costa Mesa-based arts organizations e-mail and social media
Various Costa Mesa-focused social media pages
Local Artists list provided by Costa Mesa Cultural Arts Committee

RESPONSES

1,011 – Total
English language version: 900
Spanish language version: 111

The following organizations graciously provided complimentary admission tickets for random drawings used as incentives to encourage public participation in the survey:

Costa Mesa Playhouse
Laguna Playhouse
MUZEO
Pacific Chorale

Pacific Symphony
Philharmonic Society of Orange County
Soka Performing Arts Center
South Coast Repertory

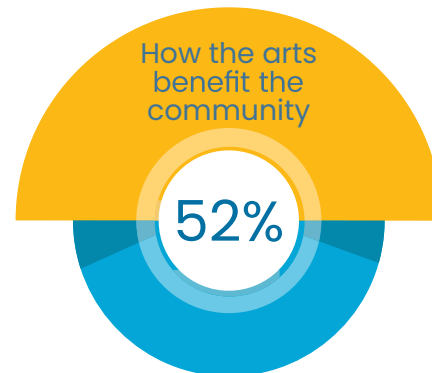
ONLINE SURVEY OVERVIEW



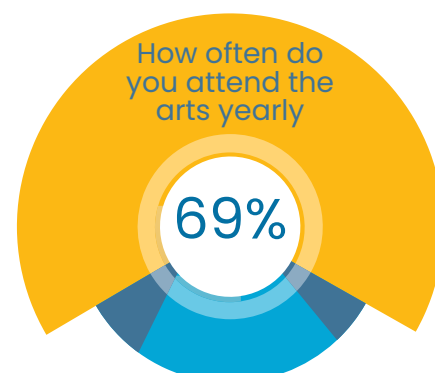
(Scale: 1=low to 5= high)



Responding "Very"



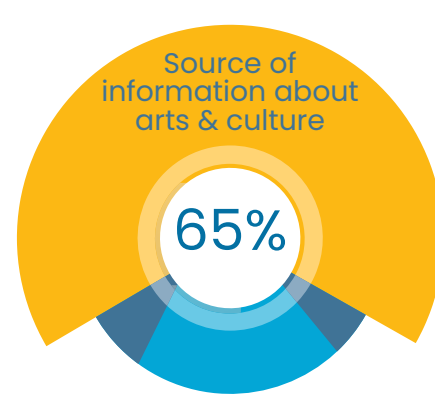
Top answer:
Safe & healthy
activities for youth



6 times or more



Discounts/Lower
Prices



Top answer:
Word of mouth

OVERVIEW OF SURVEY RESULTS



ATTITUDES

People who live in, work in, and visit Costa Mesa have a very positive view of the community.

Rating on a 5-point scale:

3.78

3.83

Arts and culture are important to Costa Mesans.

**Rating "Very Important" or
"Somewhat Important":**

85%

97%

Respondents generally feel satisfied that the City's motto "City of the Arts" accurately describes what distinguishes Costa Mesa.

"Very satisfied" or

"Somewhat satisfied":

57%

73%

**ENGLISH
SURVEY**

**SPANISH
SURVEY**

ARTS ATTENDANCE

ENGLISH
SURVEY

SPANISH
SURVEY

Respondents are frequent attendees of arts experiences offered within Costa Mesa:

Attend 11+ times per year	45%	25%
Attend 6+ times per year	24%	20%

Frequent or occasional attendees at:

Segerstrom Center for the Arts <i>(includes Pacific Symphony, Pacific Chorale, Philharmonic Society of Orange County South Coast Repertory)</i>	77%	64%
OC Fair & Event Center	74%	87%
Pacific Amphitheatre	63%	71%
City of Costa Mesa: Summer Concerts in the Parks	50%	69%
ARTventure	26%	36%
Movies	75%	83%

Frequently traveled to cities for arts:

Los Angeles	20%	18%
Laguna Beach	20%	5%
Long Beach	6%	14%



Mural at VANS headquarters.

VALUES

ENGLISH
SURVEY

SPANISH
SURVEY

Costa Mesans responded that the most important benefits to the community from arts and culture are, in this order:

Providing safe & healthy Activities for youth	52%	76%
Engage youth in creative practices	50%	72%
Make Costa Mesa a more desirable place To live and work	49%	75%
Help promote good citizenship and Civic engagement	46%	70%
Foster vibrant neighborhoods	46%	64%
Stimulate new ideas and innovation	45%	69%
Honor and celebrate ethnic diversity	35%	71%

Sources of Information Relied on for Arts & Culture

Word of mouth	65%	29%
Social media	60%	69%
Online searches	56%	52%
E-mail	59%	29%
Direct mail flyers	52%	25%

Creative Space Needs

Based on needs expressed during key stakeholder interviews, five options for arts facilities needs were included in the online survey. All received high percentages overall of the combined “Very important,” “Important,” or “Somewhat important,” responses in both the English and Spanish surveys:

Visual arts center	89%	96%
300–400 seat performance venue	86%	98%
Outdoor amphitheater	85%	94%
Showmobile	76%	94%
Sculpture garden	71%	94%

ABOUT THE RESPONDENTS

	ENGLISH SURVEY	SPANISH SURVEY
Gender		
Female	69%	90%
Male	31%	10%
Ethnic diversity of respondents:		
White	65%	2%
Hispanic	13%	93%
Asian/Pacific Islander	8%	0%
Multiple races	6%	5%
Other or Declined	8%	0%
Age of respondents:		
Under age 18	9%	0%
18 to 24	4%	5%
25 to 34	14%	20%
35 to 44	16%	36%
45 to 54	18%	24%
55 to 64	22%	10%
65 to 74	13%	5%
75 and over	5%	0%
Reside or Work in Costa Mesa:	73%	51%
Length of residence:		
10+ years	41%	29%
6 to 10 years	8%	10%
2 to 5 years	10%	7%
Less than 2 years	4%	10%
Not applicable	37%	44%
Registered voters:	86%	41%

HIGHLIGHTS OF COSTA MESA’S EVOLUTION AS “CITY OF THE ARTS”

- 1817 – Estancia Adobe built, the oldest structure in Costa Mesa and second oldest in Orange County
- 1890 – OC Fair & Event Center founded, moved to present site in Costa Mesa in 1949
- 1920 – Vanguard University founded (as Southern California Bible School), moved to Costa Mesa in 1950 (changed name to Southern California College), changed name to Vanguard University in 1999
- 1947 – Orange Coast College established
- 1953 – City of Costa Mesa incorporated
- 1962 – Newport Harbor Art Museum, later renamed Orange County Museum of Art, founded. Plans move to Costa Mesa in 2021 to Segerstrom Center for the Arts campus.
- 1964 – South Coast Repertory, professional resident theatre company, founded in Newport Beach (moved to Costa Mesa in 1978)
- 1965 – Costa Mesa Civic Playhouse community theatre founded (later renamed Costa Mesa Playhouse)
- 1966 – Vans founded, the first of several creative “surf and skate” industries to start or locate in Costa Mesa: Hurley (1979); Volcom (1999); RVCA (2001); Rip Curl (2005); Almond (2008).
- 1982 – “California Scenario” sculpture garden by Isamu Noguchi installed
- 1983 – Pacific Amphitheatre opens at OC Fair & Event Center
- 1984 – Costa Mesa City Council approves adopting “City of the Arts” as Costa Mesa’s motto and establishing an “Arts Committee,” which eventually is renamed “Cultural Arts Committee.”

- 1986 – Orange County Performing Arts Center opens, later renamed Segerstrom Center for the Arts. Artistic home of three resident companies: Pacific Symphony, Pacific Chorale, Philharmonic Society of Orange County
- 1993 – The LAB opens in Costa Mesa; becomes catalyst for creation of SoBeCa district (South Bristol Entertainment, Culture and Arts), housing galleries and creative businesses
- 1999 – Costa Mesa City Council approves incorporating “City of the Arts” motto in the City’s seal
- 1999 – Chuck Jones Center for Creativity, moves to Costa Mesa
- 2004 – Arts & Learning Conservatory founded
- 2006 – Renée & Henry Segerstrom Concert Hall, Samueli Theater and Lawrence and Kristina Dodge Education Center opens at Segerstrom Center for the Arts
- 2006 – “Connector” sculpture by Richard Serra installed at Segerstrom Center for the Arts
- 2006 – ARTery Gallery opens at The LAB
- 2010 – Location 1980 Gallery opens
- 2013 – Martin Lawrence Galleries open at South Coast Plaza
- 2015 – American Ballet Theatre William J. Gillespie School opens at Segerstrom Center for the Arts
- 2017 – Julianne and George Argyros Plaza opens at Segerstrom Center for the Arts
- 2017 – “Welcome Home” mural by Shepard Fairey at The Baker Block is completed
- 2018 – “The Artist’s Vision” sculpture by James McDemas installed at City Hall Park
- 2018 – Orange County Museum of Art unveils plans for a new location at Segerstrom Center for the Arts, with a 2021 target date for opening.
- 2019 – Opening of the new Costa Mesa Library
- 2019 – City Council establishes Parks, Arts & Community Services Commission
- 2020 – Projected opening of the New Costa Mesa Community Center

WHY THE ARTS ARE IMPORTANT TO A HEALTHY COMMUNITY

The arts are fundamental to our humanity. They ennoble and inspire us—fostering creativity, goodness, and beauty. The arts bring us joy, help us express our values, and build bridges between cultures. The arts are also a fundamental component of a healthy community—strengthening them socially, educationally, and economically—benefits that persist even in difficult social and economic times.



1. Arts improve individual well-being.

63 percent of the population believe the arts “lift me up beyond everyday experiences,” 64 percent feel the arts give them “pure pleasure to experience and participate in,” and 73 percent say the arts are a “positive experience in a troubled world.”

2. Arts unify communities.

67 percent of Americans believe “the arts unify our communities regardless of age, race, and ethnicity” and 62 percent agree that the arts “helps me understand other cultures better”—a perspective observed across all demographic and economic categories.

3. Arts improve academic performance.

Students engaged in arts learning have higher GPAs, standardized test scores, and college-going rates as well as lower drop-out rates. These academic benefits are reaped by students regardless of socio-economic status. Yet, the Department of Education reports that access to arts education for students of color is significantly lower than for their white peers. 88 percent of Americans believe that arts are part of a well-rounded K-12 education.

4. Arts strengthen the economy.

The production of all arts and cultural goods in the U.S. (e.g., nonprofit, commercial, education) added \$764 billion to the economy in 2015, including a \$21 billion international trade surplus—a larger share of the nation’s economy (4.2 percent) than transportation, tourism, and agriculture (U.S. Bureau of Economic Analysis). The nonprofit arts industry alone generates \$166.3 billion in economic activity annually—spending by organizations and their audiences—which supports 4.6 million jobs and generates \$27.5 billion in government revenue.

5. Arts drive tourism and revenue to local businesses.

Attendees at nonprofit arts events spend \$31.47 per person, per event, beyond the cost of admission on items such as meals, parking, and babysitters—valuable commerce for local businesses. 34 percent of attendees live outside the county in which the arts event takes place; they average \$47.57 in event-related spending. Arts travelers are ideal tourists, staying longer and spending more to seek out authentic cultural experiences.

6. Arts spark creativity and innovation.

Creativity is among the top 5 applied skills sought by business leaders, per the Conference Board’s Ready to Innovate report—with 72 percent saying creativity is of high importance when hiring. Research on creativity shows that Nobel laureates in the sciences are 17 times more likely to be actively engaged in the arts than other scientists.

7. Arts drive the creative industries.

The Creative Industries are arts businesses that range from nonprofit museums, symphonies, and theaters to for-profit film, architecture, and design companies. A 2017 analysis of Dun & Bradstreet data counts 673,656 businesses in the U.S. involved in the creation or distribution of the arts—4.01 percent of all businesses and 2.04 percent of all employees.

8. Arts have social impact.

University of Pennsylvania researchers have demonstrated that a high concentration of the arts in a city leads to higher civic engagement, more social cohesion, higher child welfare, and lower poverty rates.

9. Arts improve healthcare.

Nearly one-half of the nation’s healthcare institutions provide arts programming for patients, families, and even staff. 78 percent deliver these programs because of their healing benefits to patients—shorter hospital stays, better pain management, and less medication.

10. Arts for the health and well-being of our military.

The arts heal the mental, physical, and moral injuries of war for military servicemembers and Veterans, who rank the creative arts therapies in the top 4 (out of 40) interventions and treatments. Across the military continuum, the arts promote resilience during pre-deployment, deployment, and the reintegration of military servicemembers, Veterans, their families, and caregivers into communities.

Source: “Americans Speak Out About the Arts 2018,” Americans for the Arts <https://www.americansforthearts.org/news-room/press-releases/americans-speak-out-about-the-arts-in-new-public-opinion-poll>

ADDITIONAL HEALTHY COMMUNITY BENEFIT FROM THE ARTS:

MAKE NEIGHBORHOODS SAFER

According to a 2017 study by the Social Impact of the Arts Project (SIAP) at the University of Pennsylvania School of Social Policy & Practice, low- and moderate-income residents in New York City neighborhoods with many cultural resources are healthier, better educated, and safer overall than those in similar communities with fewer creative resources. The report documented:

- An 18% decrease in the serious crime rate
- A 14% decrease in cases of child abuse and neglect
- A 5% decrease in obesity
- An 18% increase in children scoring in the top stratum on English and math exams



Source: University of Pennsylvania School of Social Policy & Practice
<https://www.sp2.upenn.edu/new-research-shows-arts-culture-improve-health-safety-well/>

"Día del Niño" festival features hands-on workshops and performances, such as by Grupo Folklórico Relampago del Cielo.

THE CREATIVE ECONOMY IN COSTA MESA

The creative sector is one of the most important drivers of economic activity and tax revenue for the City of Costa Mesa. Located here are Orange County's largest nonprofit arts organizations & venues, the design headquarters of many fashion and apparel manufacturers, and office, retail and dining districts attractive to creative sector employees, residents and visitors.



Architect's rendering of plan for Orange County Museum of Art at its new Segerstrom Center for the Arts location.

Sources : US Bureau of Labor Statistics, California Employment Development Department, Internal Revenue Service. 1: A. Gary Andersen Center for Economic Research at Chapman University based on past research of the Orange County arts community 2: Americans for the Arts "Creative Industries in Costa Mesa." Because the data source is Dun & Bradstreet, this report understates data since many arts businesses are sole practitioners, do not employ people, or do not register with Dun & Bradstreet.

COSTA MESA'S CREATIVE ECONOMY: THE NUMBERS

\$63.7M

Annual Wages
In Costa Mesa's
Creative Sector

\$1.7M+

Direct Tax Revenue
To City of
Costa Mesa
From Creative Sector

Costa Mesa's
Nonprofit Arts orgs.
generate
\$110M
In Revenue

\$521M
TOTAL ECONOMIC
IMPACT OF CM
Nonprofit Arts

COSTA MESA
CREATIVE SECTOR
6% of all firms
in the City
4.1% of all jobs
in the City

\$15.1M
State/Local Tax
from Costa Mesa
Creative Sector

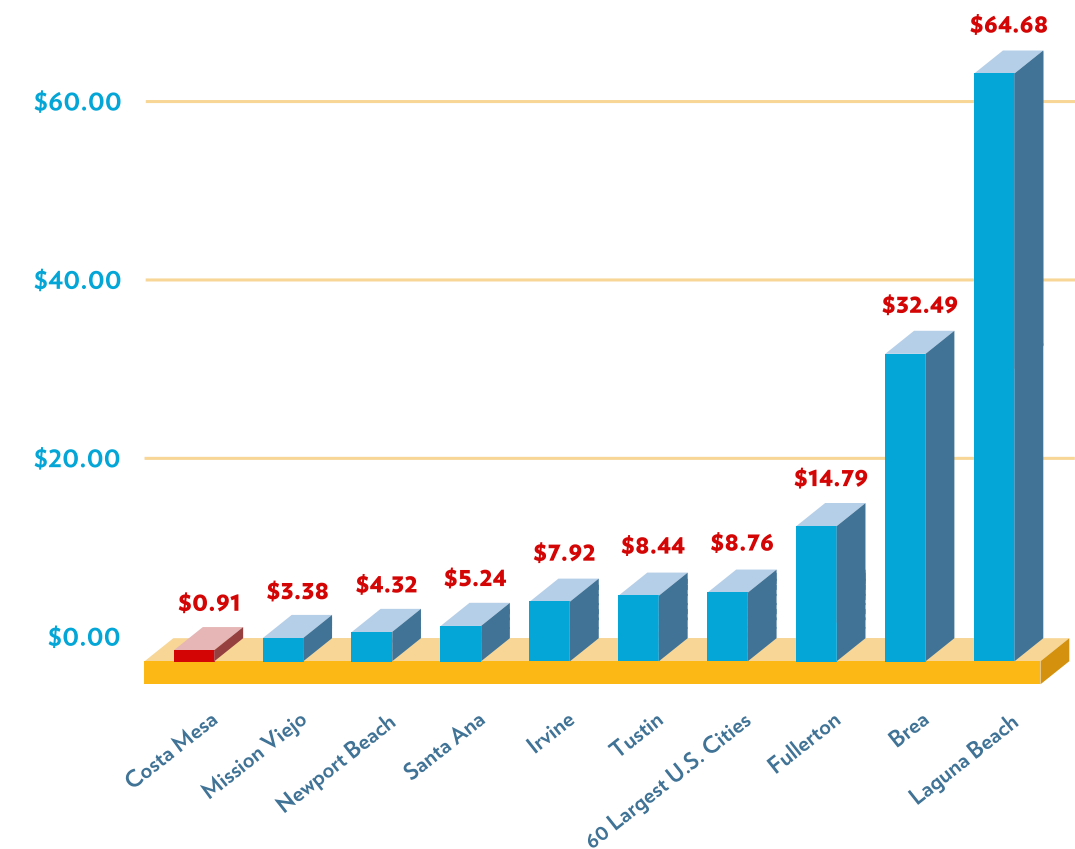
Compared to
4% of US firms
2% of US jobs
nationwide

Costa Mesa has
5.8% of all OC
creative sector jobs,
BUT is only **3.5%** of
OC's overall
population

"Pablo Universal" by David Flores at 2951 Randolph Street.

HOW MUCH DO CITIES SPEND ON ARTS & CULTURE?

Costa Mesa spends 91 cents per capita on arts and culture, which places it among the lowest among major U.S. and Orange County cities.



Source: City budgets and staff

HOW DO CITIES FUND THE ARTS?

GENERAL FUND:

Brea
Costa Mesa
Irvine
Mission Viejo
Newport Beach
Santa Ana
Tustin

MULTIPLE SOURCES:

Fullerton – General Fund, supplemented by admission fees, memberships, donations

Laguna Beach – General Fund for Arts Commission, staff, some programs and services; Business Improvement District (hotel fee above TOT) for some programs and services, grants to artists and arts organizations, and some public art; mandatory developer fee for public art

HOW DO ORANGE COUNTY CITIES GOVERN THEIR ARTS PROGRAMS?

In 2019, the City of Costa Mesa Council created an Parks, Arts & Community Services Commission, making it the 12th of Orange County's 34 cities to have full-fledged Commissions, i.e., reporting directly to their city councils, that oversee their arts programs and budgets:

Anaheim
Brea
Buena Park
Costa Mesa
Dana Point
Garden Grove
Huntington Beach
Laguna Beach
Los Alamitos
Newport Beach
Placentia
Santa Ana

4 have Committees without Commission status and authority, including Costa Mesa's Cultural Arts Committee.

Costa Mesa
Fullerton (Public Art only)
Mission Viejo
Tustin (Public Art only)



CITY OF COSTA MESA CULTURAL ARTS COMMITTEE MISSION STATEMENT

The purpose of the Cultural Arts Committee is to enhance, promote and support our rich artistic community of Costa Mesa, the City of the Arts.

The Cultural Arts Committee works with City Council to support cultural arts programs and to bring art awareness to the residents of Costa Mesa, the City of the Arts. This committee works to establish programs, events and information that help residents access the arts in many different venues, and through multiple sources.

The Committee is comprised of 11 individual volunteers who reside in Costa Mesa, and meets monthly.

The campus of Segerstrom Center for the Arts. Photo: RMA Photography

CITY OF COSTA MESA SPONSORED ARTS & CULTURAL ACTIVITIES

PRESENTED BY CULTURAL ARTS COMMITTEE

Action Arts in the Park - One-day event fuses arts and action sports together

Art on the Fifth Gallery - A quarterly exhibit that offers local artists the opportunity to display and sell their artwork located on the fifth floor of City Hall

Arts Grants - Awards up to five grants annually of up to \$500 to local artists and arts organizations for special projects, who may re-apply every two years

ARTventure - Launched in 2015, a two-day event featuring an exhibition (125+ artists) and performances by local artists, held at Renee & Henry Segerstrom Concert Hall

The Exhibit - A quarterly exhibit that offers local artists the opportunity to display and sell their artwork, located at the Costa Mesa Senior Center, begun in 2015

Sponsorship Program - Opportunity for local businesses, organizations and individuals to support City of Costa Mesa arts programs through cash contributions

Utility Box Art Program - Launched in 2015, currently 26 designs spotlighted city-wide

Youth Art Gallery - This gallery gives Costa Mesa youth non-profit organizations or Costa Mesa schools the opportunity to display their artwork quarterly, located in the lobby of City Hall

PRESENTED BY DEPARTMENT OF PARKS & COMMUNITY SERVICES

SMART (Summer Sports, Music & Art) Camps: A free 6-week summer camp that focuses on sports, music and art, for 4th-8th graders, operated jointly by the City of Costa Mesa and the Newport-Mesa Unified School District (NMUSD).

Art Classes for All Ages: Offered quarterly for youth, teens, adults, and seniors. Classes range from art, dance, drama, and music.

Summer Concerts in the Park: Four free concerts are held in July and are hosted in partnership with the Costa Mesa Foundation.

POLICY FRAMEWORK

This section outlines the goals, objectives, and policy actions that back the vision of the Plan and serve to guide the development of the arts in Costa Mesa.

Goals are broad assertions that state general overall population needs. Goals are formed by balancing key issues and opportunities.

Objectives are more particular than goals. Execution of an objective aids the satisfaction of a broader goal.

Actions are recommended steps to guarantee the success of broader goals and objectives.

GOAL #1: INCREASE OPPORTUNITIES FOR ALL TO EXPERIENCE ARTS AND CULTURE THROUGHOUT OUR COMMUNITY

OBJECTIVE 1.1: EXPAND ARTS AND CULTURAL OFFERINGS FOR CHILDREN AND YOUTH.

The top benefit of arts in the community cited by public survey respondents was “Safe and healthy activities for youth.” Many key stakeholders also cited arts education as their top priority. Some people suggested expanding the presently limited after-hours access to school facilities to reach more of the neediest youth. The City has concurred with this goal, and contributes the full funding to SMART Camp, a program that successfully operates based on a partnership between the NMUSD and the City.

“THE ARTS CHANGE LIVES.”

“IT ALL COMES DOWN TO THE KIDS—ARTS EDUCATION IS CRITICAL.”

—Key stakeholder comments

- **Action 1.1.1:** Increase the City’s financial contribution to SMART Camp so more youth can participate.
- **Action 1.1.2:** Engage community organizations, such as Save Our Youth (SOY), Girls, Inc., and Arts & Learning Conservatory, in exploring the expansion of their after-school arts activities and in identifying the resources needed to facilitate that.
- **Action 1.1.3:** Create/support more music, dance, theater and literary public performance opportunities for youth via talent shows, open mics, competitions, and collaborations with youth and arts organizations, libraries, businesses.
- **Action 1.1.4:** Explore how the City can help expand access to the youth arts programs in Costa Mesa already offered by organizations such as Segerstrom Center for the Arts, Pacific Symphony, Pacific Chorale, Philharmonic Society of Orange County and South Coast Repertory: in the process, examine the possibility of delivering those programs in alternative venues in different parts of the City.
- **Action 1.1.5:** Engage Orange Coast College and Vanguard University in exploring how they can help support after-school youth arts activities and how they might pursue the requisite resources.
- **Action 1.1.6:** Engage Newport-Mesa Unified School District in exploring new opportunities to strengthen standards-based arts education during the school day for Costa Mesa students, in addition to expanding their range of after-school arts options as a function of available resources.



City of Costa Mesa ARTventure

OBJECTIVE 1.2: INCREASE FREE ARTS EXPERIENCES YEAR-ROUND THROUGHOUT THE CITY FOR ALL.

There was a strong desire by survey respondents and key stakeholders alike to increase the number of free arts experiences throughout the City, especially outdoors, in parks, and around the neighborhoods. Making services accessible to all residents is a key responsibility of a City, and that includes providing arts and culture engagement.

“WE DON’T CHARGE TO USE PARKS.”

—Key stakeholder comment

We recommend the following:

- **Action 1.2.1:** Invent a new art “crawl” experience similar to the “art walks” offered in other area cities. Laguna Beach and Santa Ana routinely draw thousands to their monthly “art walks,” but Costa Mesa’s visual arts landscape is not concentrated in a small walkable area. The City might, instead, consider establishing a pilot program with other organizations and creative businesses willing to participate, for example: OCC’s Frank M. Doyle Arts Pavilion, Art on the Fifth at City Hall, Heroes Hall Veterans Museum at OC Fair & Event Center, ARTery Gallery at The LAB, Location 1980, Urban Workshop, Triangle Square (possible pop-up exhibit location), RVCA’s headquarters, and even two arts sites barely outside the City boundaries--OCMAExpand (the temporary location of Orange County Museum of Art in South Coast Plaza Village before it moves to its permanent Costa Mesa site), and Coastline Art Gallery (Coastline College). Participants could drive independently to the locations and the City could offer a free van shuttle among the locations during the event. Restaurants adjacent to some of these sites might be encouraged to offer discounts or even engage in culinary arts demonstrations and tastings.
- **Action 1.2.2:** Make Costa Mesa’s world-class arts offerings more accessible to those with the least ability to pay by creating a “Costa Mesa Resident” free admission program at Segerstrom Center, South Coast Repertory, Pacific Symphony, Pacific Chorale and Philharmonic Society of Orange County through a grant to each of \$10,000. Each organization would be required to document at the end of the season usage statistics from the program. Details and procedures would be worked out in advance by the City in discussion with the organizations. This would be a means of addressing survey responses stating great interest in these offerings but finding cost to be a barrier. When it opens, Orange County Museum of Art can be added to the program.

- **Action 1.2.3:** Acquire a professional “showmobile.” These are popular pieces of equipment at cities around the nation, and one leading manufacturer offers fully-equipped showmobiles at under \$150,000 (See Appendix). They must be towed from location to location by a truck cab (not included). They are also quite durable with some cities still using them for decades. City of Santa Ana owns a showmobile that it transports to locations around the city for performances—and also makes it available for rental to local groups.
- **Action 1.2.4:** Develop a regular ongoing schedule of free admission performances at locations throughout the City, utilizing all available venues including parks, neighborhood lots, schoolyards, business parking lots, etc.
- **Action 1.2.5:** Manage an open call for local and regional performing artists to reserve slots in the schedule to appear in all available venues.
- **Action 1.2.6:** Offer a sliding scale of fees to the artists, depending upon the type (i.e. professional, amateur, student) and technical requirements (i.e. sound, lighting) at all available venues.



City of Costa Mesa Concerts in the Park

GOAL #2: EXPAND PUBLIC ART THROUGHOUT THE CITY

OBJECTIVE 2.1: ESTABLISH AND GROW A WORLD CLASS PUBLIC ART PROGRAM THAT SERVES ALL DISTRICTS AND NEIGHBORHOODS.

“BEAUTIFICATION OF THE CITY SHOULD BE A HIGH PRIORITY AND PUBLIC ART CAN PLAY A MAJOR PART IN THAT.”

-Key stakeholder comment

Since its 2006 installation in Chicago, Anish Kapoor’s iconic sculpture “Cloud Gate,” affectionately referred to as “the bean,” has not only made it to the list of “Top Ten Landmarks in the United States,” but has become an internationally-recognized symbol for that City. The power of great works of public art to transform a place is one of the reasons that cities around the world are making it a priority investment.

In recent years, historic concepts of what constitutes public art have undergone significant re-thinking:

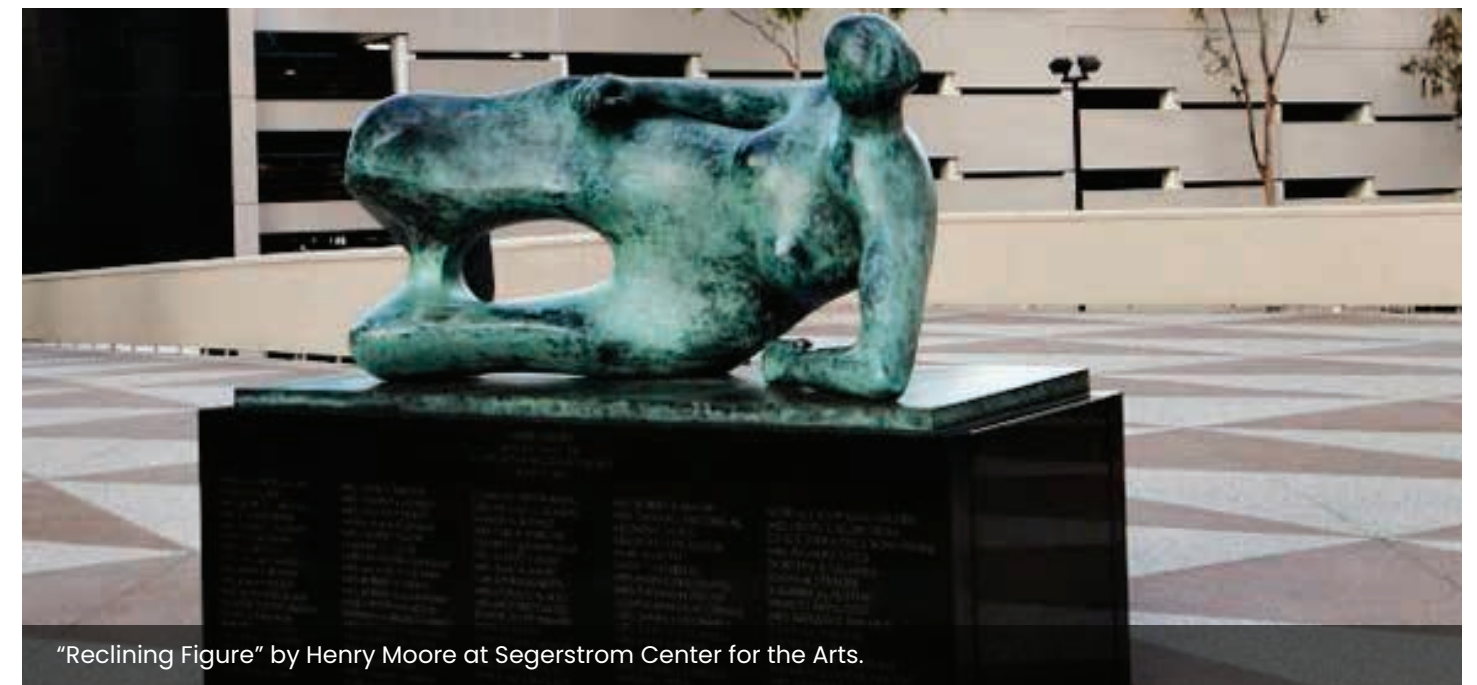
“The ultimate goal of public art is to create meaning, value, and relevance; public art can and should do more than provide an attractive backdrop.... Many cities, neighborhoods, and communities are at a crossroads in their long-term development strategies for public art. Programs are tasked with bringing new and exciting experiences to a community, while at the same time preserving investments in permanent public art collections and other cultural heritage landmarks. The growing need to balance the old and new, the aging and the contemporary, the permanent and the temporary have added another layer of complexity to the field. Some of the most successful examples of this approach...utilize a temporary public art and design platform to breathe new life into existing structures and prompt new dialogue. The approach offers ample opportunities to reach out to the community, providing a platform to reach outwards and ask the larger public that will effectively own the work what it wants in public space.”
(WESTAF Symposium on the Future of Public Art, 2017)

Many Orange County cities have seen the benefits of installing permanent public art and are making it a high priority: Brea boasts the first municipal public art program in the county and now owns nearly 200 works. Laguna Beach has nearly 100. Huntington Beach is about to conduct a public art master plan; it already has 42 works of permanent public art, nearly half of which were installed during the past decade due to the spurt in commercial development there, where developers are expected to incorporate public art into their projects.

The nationwide trend of displaying temporary public art—works on loan that are installed for a limited duration—is also taking hold in Orange County. Newport Beach recently approved a fourth phase of its Sculpture Exhibition in Civic Center Park—each phase is a two-year installation of 10 large scale sculptures on loan from the artists in its 14-acre park adjacent to City Hall. Santa Ana, with 53 works of permanent public art, recently presented a successful temporary public art exhibition and plans to step up its focus on more temporary installations.

As in the performing arts, much of Costa Mesa’s most valuable examples of public art were gifts of and installed by the Segerstrom family. Nearly half of the 33 works of permanent public art in the City of Costa Mesa are situated in the vicinity of South Coast Plaza and Segerstrom Center for the Arts, mostly created by renowned international artists, and mostly installed in the 1970s and 1980s.

Although the City has no formal program for the acquisition and siting of permanent public art, it accepted a gift of sculpture in 2018 from the family of the late artist James McDemas and installed it in the park next to City Hall, which the artist had spoken of as being an ideal location for a sculpture garden. Some key stakeholders share the artist’s desire to see the City Hall park space exhibit more works, some have suggested that the new Lions Park Campus would make a great location for sculptures—particularly along its walking paths, while others prefer to see works sited throughout the City, including at Civic Center Park.



“Reclining Figure” by Henry Moore at Segerstrom Center for the Arts.

The City also has a program of installing temporary art by local artists on utility boxes around the City (currently 26 in number). This is a popular program in many cities, inexpensive in cost, and affords greater access to some young and emerging artists than permanent public art programs that rely on established artists with the experience to conceive and execute the creation of large-scale work.

Many communities go beyond utility box art programs in the exhibition of temporary art, and considerable interest was expressed by the public for the City to pursue a more ambitious temporary art program.

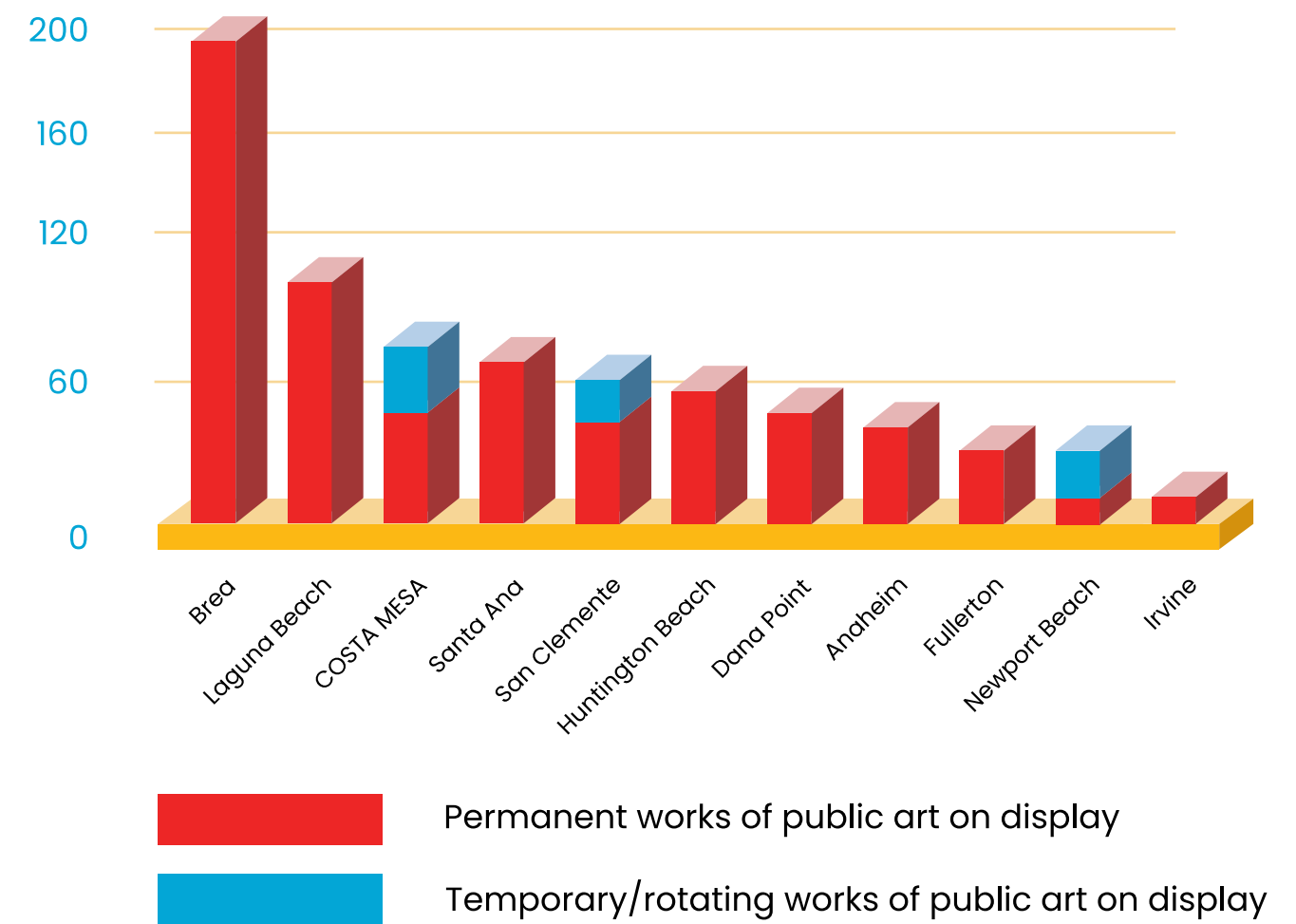
We recommend the following:

- **Action 2.1:** Continue the City-operated program of temporary utility box art, which affords opportunities to local artists, established and emerging, to create images that offer the community beautification. Review additional sites that are suitable for such installations, including wayfinding signage.
- **Action 2.2:** Develop a plan for more ambitious temporary and permanent public art, including the identification of potential locations around the City, creation of policies with respect to selection and acquisition of artworks, and determination of the funding sources to be used.
- **Action 2.3:** Temporary art programs are very popular with the public because they are constantly refreshed with new works, offering a variety of themes, styles, shapes, colors, and scale to the cityscape. Create a new program of temporary installations of large-scale sculptures. We recommend two-year loans, placed at sites inclusive of all the City’s districts. This can be ramped up gradually by installing three works in Year 1 (one in each of three districts), adding three in Year 2 (in the remaining districts), and then continuing to rotate the works on expiring loans annually.
- **Action 2.4:** City may consider adopting a policy mandating fees for public art from new development projects. See Appendix for an example from the City of Laguna Beach Municipal Code on Art in Public Places.
- **Action 2.5:** Create a new program of permanent public art and implement the process of selecting and installing a first work.
- **Action 2.6:** Incorporate imaginative design in all the City’s functional elements and fixtures. There are artists and existing companies that specialize in the custom fabrication of creatively designed elements such as street lights, playground equipment, fitness stations, bus shelters, benches. After a period of research, the City should conduct a call for artists to submit designs, which would be selected by the City through a process involving the Cultural Arts Committee, Planning Commission, City staff and Council. Based on budget, the City can choose to transform the chosen elements over a short period of time or phase them in as replacement of older elements.

PUBLIC ART IN COSTA MESA

(SEE APPENDIX FOR AN INVENTORY.)

33 works of permanent public art and 26 temporary works displayed on utility boxes can be viewed in Costa Mesa, which ranks third among Orange County cities.



Permanent works of public art on display

Temporary/rotating works of public art on display

Reflects cities with 10 or more works of public art
Source: Arts Orange County Public Art Inventory

GOAL #3: PRIORITY: PROFESSIONALIZE AND ELEVATE THE STATUS OF ARTS AND CULTURE IN CITY GOVERNMENT

OBJECTIVE 3.1: BOLDLY ASSERT COSTA MESA'S "CITY OF THE ARTS" STATURE AND BRAND, PLACING ARTS & CULTURE FRONT AND CENTER IN ALL THAT THE CITY DOES.

"ARTS SHOULD HAVE A SEAT AT THE TABLE IN ALL CITY MATTERS."

-Key stakeholder comment

Thirty-five years ago, the City of Costa Mesa adopted "City of the Arts" as its motto, and twenty years ago approved its incorporation into the City's official seal. Still, its use in City communications is inconsistent. We recommend that the City declare proudly its brand in every way possible. Here are a few suggestions:

- **Action 3.1.1:** Create an inspiring, new, world class logo
- **Action 3.1.2:** Incorporate the logo in all communications (e.g. print, digital, signage, vehicles)
- **Action 3.1.3:** Agendize an artistic moment at the beginning of each City Council meeting showcasing the spectrum of Costa Mesa creativity. This can include: recognizing accomplishments of artists or arts organizations; inviting a professional, community or student artist or ensemble to perform; inviting a current artist of the "Art on the Fifth" exhibition to share one of the works on display; hearing a writer recite a poem, etc.

- **Action 3.1.4:** Appoint an Artist Laureate on an annual basis with an honorarium and public engagement responsibilities. Many cities across the nation appoint a Poet Laureate, including Laguna Beach and Anaheim. Portland, Oregon appoints a Creative Laureate, opening up the honor to artists from all disciplines, with the following responsibilities: serving as official ambassador for the broader creative community, participating in community education, advocacy, and public events including speaking engagements, workshops, and ceremonial functions. Such positions are appointed for one year or multiple years in various cities. We recommend that the Laureate position be open to artists of all disciplines, selected through an application or nomination process involving the Arts, Parks and Community Services Commission and approved by the City Council, and that each individual serve for one year, with a stipend of \$2,500.



SMARTCamp

OBJECTIVE 3.2: HIRE PROFESSIONAL ARTS AND CULTURE STAFF.

“A CITY ARTS PLAN WILL BE TOTALLY WORTHLESS IF THEY DON’T HIRE AN ARTS COORDINATOR.”

-Key stakeholder comment

With increased responsibility to manage a City Arts Commission and increased investment in arts and culture, professional staffing with arts administration experience would enable smarter management.

We recommend:

- **Action 3.2.1:** Create a new full-time Arts Specialist position
- **Action 3.2.2:** Develop a position description
- **Action 3.2.3:** Open a search
- **Action 3.2.4:** Invite outside arts leaders to be part of interview process
- **Action 3.2.5:** Hire new Arts Specialist

See Appendix for a sample position description from City of Santa Ana Arts Specialist position.



Mural by Joshua Madrid at 900 Arlington Drive.

OBJECTIVE 3.3: ESTABLISH A CITY ARTS COMMISSION AND RETAIN THE CITY’S CULTURAL ARTS COMMITTEE IN A NEW ROLE.

Costa Mesa has an 11-member Cultural Arts Committee that functions with a dual purpose: primarily, hands-on volunteer coordination in support of city sponsored events and, secondarily, if only periodically, consideration of arts related policies and practices. Few Committee members have professional arts experience or public policy expertise.

In California, Committees typically meet as needed and are advisory bodies, whereas Commissions meet more often and make decisions that are final, absent successful appeals to Council. City Commissions, because effectively they are delegated legislative authority, are broadly viewed as more prestigious, i.e., as compared with City Committees.

Effectively engaging the public ensures broad participation in both City sponsored programs and development of public policy. Bifurcating the twin functions of the Cultural Arts Committee would serve to better advance both functions. Each warrants a singular focus by the citizens best suited to the respective dynamics and challenges at hand.

Establishing an independent Commission would reflect the Council’s desire for an ongoing policy focus, along with vigilant oversight of City investments in the arts. A new Commission would serve to attract those residents best qualified by virtue of knowledge and experience, which in turn would redound to the benefit of Council and the public at large.

11 cities in Orange County have Arts Commissions—none with a motto of “City of the Arts.” This would be a statement to the world that Costa Mesa holds in highest regard the vital role of the arts in its community.

We recommend:

- **Action 3.3.1:** Establish an Arts Commission comprised of seven members appointed by Council who have some combination of deep knowledge of and/or professional experience in the cultural arts.
- **Action 3.3.2:** Retain a Committee with a new mission of building public awareness and providing volunteer coordination for City arts events.

“SIMPLY PUT, IT DEMONSTRATES A HIGHER COMMITMENT TO THE ARTS.”

-Key stakeholder comment

GOAL # 4: SUPPORT COSTA MESA'S THRIVING CREATIVE ECONOMY

OBJECTIVE 4.1: RE-IMAGINE THE CITY'S ARTS GRANTS PROGRAM FOR GREATER IMPACT.

**"VIEW THE CITY AS A CANVAS, AS A STAGE"
"CREATE MORE ACCESS AND EXPOSURE FOR THE
PEOPLE WHO LIVE HERE."**

-Key stakeholder comments

The current program is a kind of "micro-grant" that offers up to \$500 to an individual or organization for an innovative project. Demand has been light for the program as it now operates. A more ambitious grants program with larger awards is likely to generate more interest and stimulate more imaginative projects. It would also encourage more established organizations based in Costa Mesa to increase the impact of arts programs and services they offer to residents, while non-Costa Mesa organizations could apply to deliver arts programs and services within the City, as other Orange County cities allow in their grants programs.

We recommend:

- **Action 4.1.1:** Re-think the mission of the grant program
- **Action 4.1.2:** Increase the range of grant amounts

OBJECTIVE 4.2: ADDRESS THE NEED FOR CREATIVE SPACES.

**"I DON'T SEE THE ARTS AS A LUXURY BUT AS A SOLUTION—
OPENING RESIDENTS' MINDS, CELEBRATING DIVERSITY,
CREATING SAFER NEIGHBORHOODS."**

-Key stakeholder comment

Key stakeholders and public survey respondents alike cited the need for creating new arts venues accessible for use by local artists and arts organizations in the community. It may seem that Costa Mesa is amply supplied with such spaces, but arts facilities at local schools and colleges are scheduled almost exclusively for curricular use, the stages at South Coast Repertory are in constant use for their own productions, and venues like Segerstrom Center for the Arts and OC Fair & Event Center are heavily scheduled and even when they have space available, the costs are often beyond the means of most community arts presenters and producers. We recommend the following:

VISUAL ARTS:

- **Action 4.2.1:** The popularity of the City's "Art on the Fifth," "ARTventure," and "The Exhibit" suggest there is growing demand for a permanent, purpose-designed space for the exhibition of work by local artists. The City should explore underutilized buildings in Costa Mesa, public or private, that might serve as a "fine arts center" to house revolving exhibitions, studios and classes in the visual arts.
- **Action 4.2.2:** The City should explore ways to create easier pathways for artists and property owners wishing to establish creative spaces, create murals on their property, and engage in the practice of art.
- **Action 4.2.3:** The City should explore providing incentives to commercial and industrial property owners to make vacant space available free of charge for temporary exhibitions by local artists or curators coordinated by the City.

PERFORMING ARTS:

- **Action 4.2.4:** The City has opened new facilities at the Lions Park Campus: a small lecture hall space in the new Community Center and a 40' x 29' outdoor stage in Lions Park. In an effort to activate these spaces quickly and determine which performances uses will work best, the City should offer an initial period of free use by local performers.

- **Action 4.2.5:** Community theatre: two nonprofit community theatre organizations that are well-established and supported by existing audiences (the 54-year old Costa Mesa Playhouse and the 9-year old Attic Theatre, led by a Costa Mesan but located just over the city line in Santa Ana) face challenges with their current venues and seek to move into new spaces that will afford them the dedicated use required for regularly producing theatre organizations and provide them greater assurance of permanence. The City can be a catalyst in bringing the parties together to discuss their needs and determine if any collaboration is possible, such as shared spaces. Next steps might then involve helping identify properties within the City that might be suitable to fulfill these needs and what the role of the City should be in helping them to secure them.
- **Action 4.2.6:** Performing arts venues: there was strong interest expressed in two main possibilities – a 300-400 seat theatre for all kinds of community performances and a 3000-4000 seat indoor theatre designed primarily to accommodate touring popular music concerts that would be presented by local promoters. Before the City considers what role it should play in advancing the creation of new performance venues, we think it is essential to determine more accurately what kind of market exists of promoters that would wish to program active schedules in the desired venues as well as what kind of audience demand exists to fill seats in these venues. The City should begin by meeting with those stakeholders that advocate for these venues. Based on the results of the discussion, the City could consider engaging a firm that specializes in performing arts market research to validate the community's expressed need.



City of Costa Mesa Senior Center - Hawaiian Dance Class.

OBJECTIVE 4.3: HELP KEEP COSTA MESA’S “CREATIVES” IN THE CITY.

The “creatives” of Costa Mesa are responsible for the city’s “vibe,” its passion for eclecticism, its entrepreneurial drive. It has become a center for “makers” in all mediums, for masters of culinary inventions, for writers, actors, dancers, artists and musicians. Every city in America is vying to steal them away, so Costa Mesa has a real challenge in holding on to them. That fear of losing them was expressed by key stakeholders employing creatives, and their advice to the City was to help keep them here.

Home purchase prices and rentals are a key factor in the loss of creatives to other communities, where they can find more affordable places to live and cheaper studio spaces. Costa Mesa’s West Side, with its mixture of older commercial and industrial properties, has been a zone of creativity that attracts artists and makers, but the pressure of rising rents is generating attrition by the individuals living there and the creative business housed there.

Other cities have experienced similar issues and are taking proactive steps to address them. One example is Santa Ana. Later this year, Santa Ana Artists Collective (SAAC), will open. SAAC is a 58-unit, 55-year tax credit-supported, affordable housing development for low-income working artist households. SAAC is a long-term housing solution, with local funding from the City of Santa Ana. Its developer, Meta Housing Corp’s (Meta), has completed 83 affordable communities and 7300 total units. Meta has integrated arts into senior communities since 2003, but professional artists became a focus in 2016 with 49-unit Pac Arts in San Pedro, and 70-unit ACE/121 in Glendale. In addition to housing, Meta’s Working Artist buildings have studios, woodshops, galleries, rehearsal rooms, and creative programs. Each Meta building is owned by a single-asset, California limited partnership (LP), whose managing general partner (MGP) is nonprofit Western Community Housing (WCH) from Costa Mesa. The LP receives a Welfare Exemption because its single asset is rental housing for low income households. While the Santa Ana building is owned and operated by an LP that is not itself a nonprofit, the property receives the welfare exemption because it’s MGP is an eligible nonprofit with management authority.

Action 4.3.1: Explore opportunities to increase the supply of public-private affordable housing for artists as part of comprehensive planning for housing in the community.

“COSTA MESA SHOULD BE A CREATIVE SILICON VALLEY.”
-Key stakeholder comment

OBJECTIVE 4.4: PROMOTE GREATER CREATIVE SECTOR COLLABORATION.

“DO WE WANT TO TALK ABOUT ARTS & CULTURE AS THEY ARE DEFINED NOW OR HOW THEY WILL BE DEFINED BY A FUTURE GENERATION?”
-Key stakeholder comment

Day-to-day pressures on most arts organizations and creative industries leave little time for collaborative efforts. Because there is likely considerable untapped potential that can only be realized with the benefit of communication, we recommend the following:

- **Action 4.4.1:** Convene representatives of Costa Mesa’s arts & culture organizations to encourage the formation of a local arts alliance. Its purpose would be to foster regular communication and increased collaboration within the arts and arts education community, and with the City, and to thereby strengthen their collective bond with Costa Mesa residents. While the City would not have a formal role in operating or guiding such an endeavor, a local arts alliance would be a valuable resource for the City. It could positively influence the evolution of City programs, and the City’s general role with respect to the arts, in part by enabling robust public input concerning the arts in Costa Mesa. Similar alliances operate successfully in other Orange County communities, such as Laguna Beach and Santa Ana.
- **Action 4.4.2:** Convene representatives of local creative industries to encourage them to help keep Costa Mesa’s creative “vibe” going. People frequently speak of the uniquely eclectic and creative character of Costa Mesa that distinguishes it from other cities in the region; the “surf and skate” culture partly accounts for this. Costa Mesa is where many large and small creative industries have been founded or now call home. As with the previous recommendation, the City’s role would be as a convener of representatives who themselves would drive the agenda. The City’s “Action Arts” event was conceived, in part, to reach out to this sector; however, it is a single day annual event rather than an ongoing conversation.



Mural at Floyd's 99 Barbershop, 124 East 17th Street.

SUGGESTED ACTION PLAN TIMETABLE

GOAL #1: INCREASE OPPORTUNITIES FOR ALL TO EXPERIENCE ARTS AND CULTURE THROUGHOUT OUR COMMUNITY

X – Year in which action is initiated
PRIORITY/RECOMMENDATION

	FY19-20	FY20-21	FY21-22	FY22-23	FY23-24
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1.1 EXPAND ARTS & CULTURAL OFFERINGS FOR CHILDREN AND YOUTH

1.1.1 – Increase the City’s financial contribution to Summer Camp for the Arts		X	X	X	X
Evaluate impact of City’s contribution & determine following year’s contribution		X	X	X	X
1.1.2 – Engage community organizations in exploring new opportunities	X				
1.1.3 – Create/support more performance opportunities for youth	X				
1.1.4 – Explore with SCFTA campus institutions off-site youth arts programs	X				
1.1.5 – Engage OCC & Vanguard in exploring new opportunities	X				
1.1.6 – Engage Newport-Mesa Unified School District in exploring new opportunities	X				
Evaluate effectiveness of outcomes from these outreach efforts	X				

1.2 INCREASE FREE ARTS EXPERIENCES YEAR-ROUND THROUGHOUT THE CITY

1.2.1 – Create a one-time pilot art “crawl” experience with other organizations	X				
Evaluate the art crawl experience and if successful, create ongoing schedule		X	X		X
1.2.2 – “Costa Mesa Residents FREE” – SCFTA, resident groups, SCR	X				
1.2.3 – Acquire a “showmobile” for use as stage for outdoor performances	X				
1.2.4 – Develop schedule of performances throughout the city on the showmobile		X	X		X
1.2.5 – Open a call for performing artists, ensembles for the showmobile schedule		X	X		X
1.2.6 – On a limited basis, make showmobile available for rent to groups		X	X		X

GOAL #2: EXPAND PUBLIC ART THROUGHOUT THE CITY

X - Year in which action is initiated

PRIORITY/RECOMMENDATION

FY19-20 FY20-21 FY21-22 FY22-23 FY23-24

2 ESTABLISH A WORLD CLASS PUBLIC ART PROGRAM

2.1 -	Continue the City-operated program of temporary utility box art	X	X	X	X	X
	Review additional sites that are suitable for such installations.	X				
2.2 -	Develop a plan for an ambitious temporary and permanent public art program		X			
2.3 -	Create a new program of temporary installations of large-scale sculptures.		X			
	Install one phase of large-scale temporary art (3 works)		X	X	X	X
2.4 -	Consider a policy of developer fees to support public art		X			
2.5 -	Create a new program of permanent public art		X			
	Install permanent public art			X	X	X
2.6 -	Research imaginative public works elements	X				
	Call for designs & selection process of public works elements			X		
	Fabricate and install new public works elements			X		

GOAL #3: PROFESSIONALIZE AND ELEVATE THE STATUS OF ARTS AND CULTURE IN CITY GOVERNMENT

3.1 BOLDLY ASSERT COSTA MESA'S "CITY OF THE ARTS" BRAND

3.1.1 -	Create inspiring new logo		X			
3.1.2 -	Incorporate new logo in all City communications		X			
3.1.3 -	Agendize "artistic moment" at all Council meetings	X				
3.1.4 -	Appoint an Artist Laureate		X	X	X	X

3.2 HIRE PROFESSIONAL ARTS AND CULTURE STAFF

3.2.1 -	Create a full-time Arts Specialist position		X			
3.2.2 -	Develop a position description		X			
3.2.3 -	Open a search		X			
3.2.4 -	Invite outside arts leaders to be part of interview process		X			
3.2.5 -	Hire new Arts Specialist		X			

3.3 ESTABLISH A CITY ARTS COMMISSION & RETAIN ARTS COMMITTEE IN NEW ROLE

3.3.1 -	Establish an Arts Commission comprised of 7 members appointed by Council			X		
3.3.2 -	Retain Cultural Arts Committee with a new mission			X		

GOAL #4: SUPPORT COSTA MESA'S THRIVING CREATIVE ECONOMY

X - Year in which action is initiated

PRIORITY/RECOMMENDATION

FY19-20 FY20-21 FY21-22 FY22-23 FY23-24

4.1 RE-IMAGINE THE CITY'S ARTS GRANTS PROGRAM FOR GREATER IMPACT

4.1.1 -	Re-think the mission of the grant program	X				
4.1.2 -	Increase the range of grant amounts		X			

4.2 ADDRESS THE NEED FOR CREATIVE SPACES

Visual Arts

4.2.1 -	Explore underutilized City & private spaces for temporary exhibitions or gallery	X				
4.2.2 -	Explore easier paths for artists & property owners to establish creative spaces	X				
4.2.3 -	Explore possible incentives for property owners to provide visual arts space	X				

Performing Arts

4.2.4 -	Test new Library/Lions Park spaces as performance venues by offering free trial use	X				
4.2.5 -	Convene CM Playhouse & Attic Theatre to learn more about their needs	X				
	Based on conversation, determine role of the City in advancing a plan		X			
4.2.6 -	Study further needs for 300-400 and 3000-4000 seat venues		X			
	Based on research, determine role of the City in advancing a plan			X		

4.3 HELP KEEP COSTA MESA'S "CREATIVES" IN THE CITY

4.3.1 -	Explore opportunities for affordable housing and work space for artists		X			
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4.4 PROMOTE GREATER CREATIVE SECTOR COLLABORATION

4.4.1 -	Host initial meeting of CM arts organization representatives		X			
	Send a City representative to attend future meetings	X	X	X	X	X
4.4.2 -	Host initial meeting of CM industry representatives		X			
	Send a City representative to attend future meetings		X	X	X	X

BUDGET FORECAST

X – Year in which action is initiated
PRIORITY/RECOMMENDATION

1.1 – CHILDREN & YOUTH

Existing	SMART Camp EXPAND & POSSIBLE ADDITION OF OTHER ORGANIZATIONS/YOUTH PROGRAMS	\$60,000	\$70,000	\$80,000	\$90,000	\$100,000
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1.2- FREE ARTS EXPERIENCES CITY-WIDE

Existing	ArtVenture CURRENT EXPENDITURE YEARLY	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Existing	Galleries CURRENT EXPENDITURE YEARLY	\$400	\$400	\$400	\$400	\$400
Existing	Action Arts CURRENT EXPENDITURE YEARLY	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
New	Free Park Perfs. by local artists ONCE PER DISTRICT FY19-20 (6), INCREASE ONE ANNUALLY NOT INCLUDING SUMMER, WHEN CONCERTS ALREADY SCHEDULED BUDGET \$2,000 PER CONCERT FOR ARTISTS, STAFFING, PROMO	\$6,000	\$12,000	\$24,000	\$36,000	\$48,000
New	Art “Crawl” \$250 AVAILABLE TO VENUES (4) FOR STAFFING, REFRESHMENTS RENTAL & STAFF OF 4 SHUTTLE VANS (ESTIMATED AT \$500 EACH)		\$3,000	\$3,000	\$3,000	\$3,000
New	Costa Mesa Free at Segerstrom Center Campus PILOT PROGRAM TO OFFER FREE TICKETS TO CM RESIDENTS AT SELECTED PERFORMANCES; ADD OCMA WHEN ITS OPENS		\$50,000	\$60,000	\$60,000	\$60,000
New	Showmobile \$150,000 ONE-TIME CAPITAL EXPENSE, USEFUL LIFE AT LEAST 10 YEARS		\$150,000			

2 – EXPAND PUBLIC ART

Existing	Utility Box Art 12-14 per year	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500
New	Large-scale (6) INSTALLATION OF LARGE-SCALE TEMPORARY ART THROUGHOUT THE CITY; ONE IN EACH OF THREE DISTRICTS PER YEAR, TWO-YEAR LOAN INSTALLATION AND SELECTION CONSULTANTS		\$60,000	\$60,000	\$60,000	\$60,000

X – Year in which action is initiated
PRIORITY/RECOMMENDATION

New	Re-design public amenities TO BE DETERMINED; AS NEEDED FOR REPLACEMENT					
New	Permanent Public Art DEVELOP PLAN; FUND THROUGH DEVELOPER FEES					

3.1 – ASSERT “CITY OF THE ARTS” BRAND

New	Graphic design BRANDING PROCESS	\$15,000				
New	Artist Laureate HONORARIUM FOR INDIVIDUAL ARTIST SELECTED FOR ONE YEAR TERM – RESPONSIBILITIES WILL INCLUDE FREE PUBLIC PROGRAMS, APPEARANCES	\$2,500	\$2,500	\$2,500		\$2,500

3.2 – HIRE PROFESSIONAL ARTS STAFF

	ARTS SPECIALIST (FTE) SALARY AND BENEFITS	\$120,000	\$120,000	\$120,000		\$120,000
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3.3 – ESTABLISH ARTS COMMISSION

New	Commissioner stipends \$100/MONTH STIPEND PER COMMISSIONER		\$8,400	\$8,400		\$8,400
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4.1 – RE-IMAGINE ARTS GRANTS

EXISTING	ARTS GRANTS SEE RECOMMENDATIONS SECTION FOR DETAILS	\$4,000	\$5,000	\$7,500	\$10,000	\$12,500
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4.2 – NEED FOR CREATIVE SPACES

	TBA, STAFF TIME AND POSSIBLE OUTSIDE CONSULTANTS					
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4.3 – KEEP “CREATIVES” IN COSTA MESA

NEW	AFFORDABLE ARTIST HOUSING TO BE DETERMINED					
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4.4 – PROMOTE CREATIVE SECTOR

	STAFF TIME					
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TOTAL

	\$103,400 CURRENT FY18-19 BUDGET	\$112,900	\$530,400	\$408,300	\$432,800	\$457,300
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PER CAPITA

	(BASED ON 113,825 POPULATION) \$0.91 CURRENT PER CAPITA ARTS EXPENDITURE					
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PER CAPITA TAX REVENUE
FROM CREATIVE SECTOR IN CM
\$1,700,000

	\$0.99	\$4.66	\$3.59	\$3.80		\$4.02
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ABOUT THE CONSULTANT

Arts Orange County (ArtsOC) is the leader in building appreciation of, participation in, and support for the arts and arts education in Orange County, California. A countywide nonprofit arts council, Arts Orange County is designated by the County's Board of Supervisors as its official Local Arts Agency and State-Local Partner. Founded in 1995, ArtsOC offers a broad range of traditional arts council programs and services that are augmented by an innovative portfolio of consulting and project management services for government, education and nonprofit organizations.

Richard Stein, President & CEO
Karen Ahola, Advancement Officer
Elizabeth Miller, Program Coordinator
Nicholas Thurkettle, Program Assistant
Ashley Bowman, Public Art Researcher

Costa Mesa Arts & Culture Master Plan Consulting Team:

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APPENDICES

Costa Mesa City Council Minutes, 8/20/84: City Motto & Arts Committee	62
Costa Mesa City Council Minutes, 8/16/99: Motto on City Seal	64
Costa Mesa Public Art Inventory	65
Sample Art in Public Places Code From City of Laguna Beach	69
Santa Ana Arts Collective Housing	74
Costa Mesa Cultural Assets.....	76
Sample Arts Specialist Position Description from City of Santa Ana.....	78
Showmobile Brochure.....	80



New Costa Mesa Library and Lions Park (rendering).

REGULAR MEETING OF THE CITY COUNCIL CITY OF COSTA MESA	
AUGUST 20, 1984	
The City Council of the City of Costa Mesa, met in regular session on August 20, 1984, at 6:30 p.m., in the Council Chambers of City Hall, 77 Fair Drive, Costa Mesa, California. The meeting was called to order by the Mayor, followed by the Pledge of Allegiance to the Flag, and Invocation by the Reverend Denis Lyons, St. John the Baptist Catholic Church.	
ROLL CALL	Council Members Present: Hall, Johnson, Hertzog, McFarland, Schafer Council Members Absent: None Officials Present: City Manager, City Attorney, Development Services Director, Director of Public Services, Deputy City Clerk
MINUTES August 6, 1984	On motion by Councilwoman Schafer, seconded by Vice Mayor Johnson, and carried 5-0, the minutes of the regular meeting of August 6, 1984, were approved as distributed and posted.
ORDINANCES	A motion was made by Vice Mayor Johnson, seconded by Councilwoman Hertzog, and carried 5-0, to read all ordinances by title only.
CONSENT CALENDAR	On motion by Vice Mayor Johnson, seconded by Councilwoman Hertzog, all Consent Calendar items were approved in one motion by the following roll call vote: AYES: COUNCIL MEMBERS: Hall, Johnson, Hertzog, McFarland, Schafer NOES: COUNCIL MEMBERS: None ABSENT: COUNCIL MEMBERS: None
WRITTEN COMMUNICATIONS	On motion by Vice Mayor Johnson, seconded by Councilwoman Hertzog, Resolution 84-105, being A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, RECOGNIZING AND COMMENDING THE STAFF OF SOUTH COAST REPERTORY ON THEIR 20TH ANNIVERSARY, was adopted by the following roll call vote: AYES: COUNCIL MEMBERS: Hall, Johnson, Hertzog, McFarland, Schafer NOES: COUNCIL MEMBERS: None ABSENT: COUNCIL MEMBERS: None
SCR's 20th Anniversary	
MOTION Resolution 84-105 Adopted	
Chamber of Commerce Arts Committee	The Deputy City Clerk presented the request from the Chamber of Commerce Arts Committee to adopt the slogan "City of the Arts." The City Manager summarized his memorandum dated August 14, 1984, recommending the following: (1) Adopt only the motto "City of the Arts" and not alter the City Seal. (2) Authorize payment of the deficit for displaying of "Arts Month" banners (estimated to be approximately \$5,000.00). (3) Appoint a nine-member arts committee whose primary purpose will be to make recommendations to the City Council on the establishment of a

goal statement as it concerns all aspects of cultural arts in Costa Mesa; the coordination of the activities of the arts community in Costa Mesa; and establishment of a criteria by which arts organizations in Costa Mesa may apply for special funds set aside annually and recommend to the City Council those local arts organizations which should be considered for funding.	
The City Manager also recommended that the committee be comprised of at least one City Council Member and one staff member, with the other members being from the community.	
(4)	Authorize the City Manager's office to proceed with the third annual grant of \$10,000.00 to South Coast Repertory Theatre and withhold any other funding pending review by the proposed arts committee.
Nate Reade, Executive Director, Costa Mesa Chamber of Commerce, stated that they were not requesting to change the City Seal, but asking the City to adopt the motto, "City of the Arts."	
Mayor Hall proclaimed the month of September to be "Arts Month in Costa Mesa."	
MOTION Slogan Adopted	A motion was made by Councilman McFarland, seconded by Councilwoman Schafer, and carried 5-0, to adopt the motto "City of the Arts", and to use the motto where appropriate.
Larry Granger, South Coast Symphony, supported the formation of an arts committee.	
MOTION Committee Authorized	A motion was made by Councilwoman Hertzog, seconded by Vice Mayor Johnson, and carried 5-0, to initiate a nine-member arts committee.
MOTION Funding Authorized	A motion was made by Councilman McFarland, seconded by Councilwoman Schafer, and carried 5-0, to donate \$10,000.00 to South Coast Repertory and to direct the arts committee to make recommendations for other funding by December 1, 1984.



Community-created mural by Friends of Brentwood Park

REGULAR MEETING OF THE CITY COUNCIL
CITY OF COSTA MESA

AUGUST 16, 1999

The City Council of the City of Costa Mesa, California, met in regular session August 16, 1999, at 6:30 p.m., in the Council Chambers of City Hall, 77 Fair Drive, Costa Mesa. The meeting was called to order by the Mayor, followed by the Pledge of Allegiance to the Flag led by Council Member Erickson, and invocation by Dr. Gary Barmore, Fairview Community Church.

ROLL CALL

Council Members Present: Mayor Gary Monahan
Mayor Pro Tem Libby Cowan
Council Member Joe Erickson
Council Member Heather Somers
Council Member Linda Dixon

Council Members Absent: None

Officials Present: City Manager Allan Roeder
City Attorney Jerry Scheer
Development Services Director Donald Lamm
Public Services Director William Morris
Senior Planner Willa Bouwens-Killeen
Management Analyst Carol Proctor
Deputy City Clerk Mary Elliott

NEW BUSINESS
City Seal Modifications

The Deputy City Clerk presented a resolution adopting modifications to the City Seal of the City of Costa Mesa, Community Objective 00-D2. The Management Analyst reviewed the Agenda Report dated July 29, 1999. She and the Public Services Director responded to questions from Council.

Doug Scribner, 321 Avocado Street, No. P, Costa Mesa, supported modifying the City motto to "City of the Arts", and proposed contacting the art community for possible redesign of the entire seal or to organize a fund-raiser to aid with the cost of the change.

Fred Bockmiller, 1872 Monrovia Avenue, No. B4, Costa Mesa, identified the object in the bottom of the seal as an orange tree. He reported that the motto "Hub of the Harbor" referred to the fact that Costa Mesa in the 1950's was the backyard and boat work area for Newport Beach. He noted that the west side of the City was the business hub of the harbor area when Newport Beach had a thriving commercial harbor.

Robert Graham, 3260 Dakota Avenue, Costa Mesa, supported a total redesign of the artwork within the lettering. Council Member Dixon stated that her intention had not been to redesign the entire seal but only to replace the motto.

MOTION/Adopted
Resolution 99-54

A motion was made by Council Member Dixon, seconded by Mayor Monahan, and carried 5-0, to adopt Resolution 99-54, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ADOPTING MODIFICATIONS TO THE CITY SEAL OF THE CITY OF COSTA MESA, replacing "Hub of the Harbor Area" with "City of the Arts" in the same location on the City Seal, and consider a separate emblem incorporating "The City of the Arts".

COSTA MESA PUBLIC ART
INVENTORY

SOURCE: ARTS ORANGE COUNTY PUBLIC ART INVENTORY

More details and map locations may be found at <https://www.sparkoc.com/public-art/>
Listed are dates of creation or installation based on available information.

ARTIST	DATE	TITLE	MEDIUM
Permanent Works of Art			
Carl Milles	1918	Jonah and the Whale	bronze sculpture in pool
Carl Milles	1932	Sun Glitter	bronze sculpture
George Rickey	1973	Four Lines Oblique Gyratory-Square IV	kinetic steel sculpture
Tony Smith	1975	Fermi	marble modular sculpture
Betty Davenport Ford	1975	Neptune Water Spouts	ceramic fountain heads and fountain
Charles O. Perry	1979	The Ram	painted steel sculpture
Claire Falkenstein	1980	Sun Ribbon	glass and metal windscreen sculpture
Jean Dubuffet	1973-1980	Tour Aux Jambes	polystyrene, polyester, and epoxy sculpture
Joan Miro	1981	Oiseau	bronze sculpture
Henry Moore	1981	Reclining Figure	bronze sculpture
Isamu Noguchi	1980-1982	California Scenario	stone, water, metal, plantings
Jim Huntington	1982	Night Shift	Sierra white granite and stainless steel sculpture
Richard Lippold	1986	Fire Bird	gold, silver, and red stainless steel and aluminum
Aiko Miyawaki	1991	Utsurohi 91 - Costa Mesa	chromium-plated steel and ceramic tiles
Vladimir Cora	2001	Hombre and Mujer	2 Sculptures
James McDemas	2004	The Artist's Vision	metal sculpture
Richard Serra	2006	Connector	weatherproofed steel
Jason Meadows	2006	The Storyteller, Upstage/ Downstage, The Herald (Spatio Virtuo Teatro)	3 painted steel sculptures
El Mac and Retna	2009	Untitled	acrylic spray paint mural
Allyson Jones Wong	2012	Historic Costa Mesa	painted on building
David Flores	2013	Pablo Universal	mural painted on building
Becky Feltman	2017	Friends of Brentwood Park	painted on wall

ARTIST	DATE	TITLE	MEDIUM
Permanent Works of Art Continued...			
Costa Mesa High School Foundation	2017	Mustang Legacy Wall Project	brick wall mural
Unknown	2017	Floyd's 99 Barbershop Mural	mural painted on building
Ricardo Mendoza, Josh Sarantitis, and Emigdio Vasquez Jr.	2017	Table of Dignity	installation and murals
Shepard Fairey	2017	Welcome Home	acrylic spray paint mural
Joshua Madrid	2018	Untitled	exterior color primer paint mural on building
Joshua Madrid	2018	Untitled	painted on canvas and wall-mounted
Barry McGee	Unknown	Untitled	spray paint mural
Save Our Youth	Unknown	Untitled	mural
Unknown	Unknown	Untitled	Mural painted on exterior wall
Unknown	Unknown	Untitled	spary paint mural
Unknown	Unknown	Taco Mesa Mural	mural on exterior wall



“Fire Bird” by Richard Lippold at Segerstrom Center for the Arts

ARTIST	DATE	TITLE	MEDIUM
Temporary Works of Art			
Al Mc Coy	2015	Utility Box 1	sticker wrapped utility box
Michael Ward	2015	Utility Box 2	sticker wrapped utility box
Scott Kennedy	2015	Utility Box 3	sticker wrapped utility box
Gina Clark	2015	Utility Box 4	sticker wrapped utility box
Abby Garcia	2015	Utility Box 6	sticker wrapped utility box
Estancia High School Artists	2015	Utility Box 7	painted utility box
Segerstrom Center for the Arts Graphic Design Team	2015	Utility Box 8	sticker wrapped utility box
Thomas Griddithe	2016	Utility Box 9	sticker wrapped utility box
Marie Lavallee	2016	Utility Box 11	sticker wrapped utility box
Papa Murphy's Grapic Design Team	2017	Utility Box 12	sticker wrapped utility box
David Levy	2017	Utility Box 13	sticker wrapped utility box
Senior Center Artists	2017	Utility Box 14	painted utility box
Ben Brough	2017	Utility Box 15	sticker wrapped utility box
Marie Lavallee	2017	Utility Box 16	sticker wrapped utility box
Craig Barker	2017	Utility Box 17	sticker wrapped utility box
Bill Anderson	2017	Utility Box 18	sticker wrapped utility box
Segerstrom Center for the Arts	2017	Utility Box 19	sticker wrapped utility box
Sharon Hurd	2017	Utility Box 22	sticker wrapped utility box
The Costa Mesa Historical Society	2018	Utility Box 20	sticker wrapped utility box
The Costa Mesa Historical Society	2018	Utility Box 21	sticker wrapped utility box
Jason Carrougher	2018	Utility Box 23	sticker wrapped utility box
Orange Coast College	2018	Utility Box 24	sticker wrapped utility box
Orange Coast College	2018	Utility Box 25	sticker wrapped utility box
Orange Coast College	2018	Utility Box 26	sticker wrapped utility box



“California Scenario” by Isamu Noguchi at Pacific Arts Plaza

SAMPLE ART IN PUBLIC PLACES CODE FROM CITY OF LAGUNA BEACH

Chapter 1.09 ART IN PUBLIC PLACES

1.09.010 Intent and purpose.

This chapter may be known and cited as the “Laguna Beach art in public places program.” Laguna Beach has developed historically as an art colony and haven for artists, and attracts millions of visitors every year to view and purchase arts and crafts in the city. The public health, morals, safety and welfare, as well as the popularity and prosperity of the community, are dependent upon and enhanced by visually pleasing and high quality public art. Therefore, the city council declares that in the interest of the public health, morals safety and welfare, it is the policy of the city to require the acquisition and installation of public art works as provided in this chapter. (Ord. 1119 § 1, 1986).

1.09.020 Definitions.

As used in this chapter:

“Art work” means original creations of art including, but not limited to, the following media and materials:

- (1) Freestanding, wall supported or suspended, kinetic, electronic, or other type sculpture, in any material or combination of materials;
- (2) Murals or portable paintings in any material or combination of materials, with or without collage or the addition of nontraditional materials or means;
- (3) Earthworks, fiberworks, neon, glass, mosaics, photographs, prints, calligraphy, any combination of forms of media including sound, film, holographic and video systems, hybrids of any media and new genres.

“Project valuation” means the total value of the development project as determined by the community development department and indicated by the building official on the building application submitted to the department in order to obtain a building permit, or permits, for the development project. Where a project involves the subdivision of land for which no improvements are planned by the project applicant, “project valuation” shall be determined on the basis of the fair market value of the subdivided lots.

“Public place” means any exterior area on public or private property which is easily accessible and clearly visible to the general public. If located on private property, the area must be open to the general public and clearly visible from adjacent public property such as a street or other public thoroughfare, sidewalk, or public beach. (Ord. 1210 § 1, 1991; Ord. 1119 § 1, 1986).

1.09.030 Requirement to provide art work or pay in lieu contribution.

When a project is subject to the requirement of this chapter, the applicant shall comply with provisions of either subsection (a) or (b).

(a) The project applicant shall acquire and install an art work in a public place on or in the vicinity of the project site as approved by the city council pursuant to this chapter. As a guide, the cost or value of such work should be equal at least to one percent of the total project valuation.

(b) In Lieu Contribution. In lieu of acquiring and installing an art work, project applicants may contribute funds to the art in public places fund established pursuant to Section 1.09.070 equal to one and one quarter percent of the total project valuation. The in lieu fee shall be paid by the project applicant at the time of final subdivision map approval or issuance of a certificate of occupancy, as may be applicable, unless otherwise provided by the city council. Project applicants shall indicate on their art in public places application that they wish to make an in lieu contribution. (Ord. 1210 § 2, 1991; Ord. 1119 § 1, 1986).

1.09.040 Projects subject to art in public places requirement.

- (a) The requirements of this chapter shall apply to the following activities:
- (1) New commercial or industrial developments;
- (2) Remodeling, repair or reconstruction of existing commercial or industrial property which exceeds two hundred twenty-five thousand dollars in expenditures;
- (3) Residential subdivision or development of more than fours lots or units, whether by detached single family residential structures, condominiums, apartments, townhouses or other dwelling units, including the repair, remodeling or renovation of same, if such expenditures are to exceed two hundred twenty-five thousand dollars;
- (4) City parks and public works projects such as bridges, viaducts, elevated ways, gates, or other structures upon or over land owned by the city of Laguna Beach within the city if such expenditures are to exceed two hundred twenty-five thousand dollars.
- (b) Exceptions. The requirements of this chapter shall not apply to the following activities:
- (1) Underground public works projects;
- (2) Street or sidewalk repairs;
- (3) Tree planting;
- (4) Remodeling, repair or reconstruction of structures which have been damaged by fire, flood, wind, earthquake or other calamity;
- (5) Low income housing construction, remodel, repair, or reconstruction projects;
- (6) Construction, remodel, repair, or reconstructing of structures to be occupied by a nonprofit, social service agency or institution. (Ord. 1210 § 3, 1991; Ord. 1119 § 1, 1986).

1.09.050 Processing.

The requirements and procedures for the processing of an art in public places application shall be as follows:

(a) Upon submission of a project application subject to the requirement of this chapter, the department of community development shall provide to the applicant a copy of this chapter and an art in public places application form.

(b) The project applicant shall submit to the department of community development a completed art in public places application form.

(c) The community development department shall forward a copy of the building permit and the art in public places application form, including the valuation of the project used by the community development department to determine building permit fees, to the staff liaison to the arts commission.

(d) An initial presentation shall be made to the arts commission within sixty days of the city’s acceptance of the art in public places application form as complete. To the maximum extent possible, processing of the art in public places application shall be concurrent and coordinated with the design review application, if any, for the development project. The purpose of this initial presentation shall be to introduce the development project to the arts commission and to propose concepts and plans for a public art project.

(e) Once the project applicant receives conceptual approval from the arts commission, a final application form shall be submitted by the applicant, including specific plans for the public art project, and such final application shall be presented to the arts commission for review and decision. The arts commission is empowered to modify the plans presented by recommending conditions of approval to the city council.

(f) Formal approval or conditional approval of a final application shall be granted by the arts commission before the department of community development accepts drawings for structural plan check of the development project. A permit compliance form will serve as evidence of formal approval and shall be submitted as

part of the plan check process. In the discretion of the arts commission, and upon a showing of good cause by the project applicant, drawings for structural plan check may be accepted and processed prior to formal approval or conditional approval of a final application.

(g) The final art in public places application shall then be submitted to the city council for action. The city council shall approve, conditionally approve or deny the application based upon the guidelines set forth in Section 1.09.060.

(h) When the project applicant has elected to acquire and install an art work, the building permit for the development project shall not be issued until the city council has approved the art in public places application, and the certificate of occupancy shall not be issued until the approved work of art has been installed.

(i) When the project applicant has elected to make an in lieu contribution to the art in public places fund, the certificate of occupancy shall not be issued until such contribution has been paid. (Ord. 1210 § 4, 1991; Ord. 1119 § 1, 1986).

1.09.060 Guidelines for art works.

- (a) Guidelines. Guidelines for the approval and maintenance of art works shall include, but are not limited to, the following criteria:
 - (1) The art works shall be clearly visible and easily accessible to the public.
 - (2) The art in public places application shall include a site plan showing the location of the art work, complete with landscaping, lighting and other appropriate accessories to complement and protect the art work.
 - (3) The composition of the art work shall be of permanent-type of materials in order to be durable against vandalism, theft and weather, and in order to require a low level of maintenance.
 - (4) The art work shall be related in terms of scale, material, form and content to immediate and adjacent buildings and landscaping so that it complements the site and surrounding environment.
 - (5) The art work shall be designed and constructed by persons experienced in the production of such art work and recognized by critics and by his or her peers as one who produces works of art.
 - (6) The art work shall be a permanent, fixed asset to the property.
 - (7) The art work shall be maintained by the property owner in a neat and orderly manner acceptable to the city.
- (b) The following items are not to be considered as art works:
 - (1) Art objects which are mass produced from a standard design.
 - (2) Reproductions of original art works.
 - (3) Decorative, ornamental or functional elements which are designed by the building architect as opposed to an artist commissioned for the purpose of creating the art work.
 - (4) Landscape architecture and landscape gardening except where these elements are designed or approved by the artist and are an integral part of the art work by the artist.
 - (5) Services or utilities necessary to operate or maintain the art work. (Ord. 1210 § 5, 1991; Ord. 1119 § 1, 1986).

1.09.070 Art in public places fund.

- (a) Accounting. Any moneys collected in accordance with the in lieu contribution provisions of this chapter shall be deposited in a separate account denominated as the “art in public places fund.” The city manager or his/her designee shall establish accounting records sufficient to identify and control these funds. The account containing these funds shall earn interest and the earned interest shall be used for and be subject to the same restrictions established in subsection (b).

- (b) Use of Fund. The art in public places fund shall be used to provide sites for, and works of art in, public places in order to further the intent and purpose of this chapter as set forth in Section 1.09.010.
- (c) Permissible Expenditures. Expenditures of funds may include, but are not limited to, the following uses:
 - (1) The cost of art work and its installation.
 - (2) Water works, landscaping, lighting and other objects which are an integral part of the art work.
 - (3) Frames, mats, pedestals, and other objects necessary for the proper presentation of the art work.
 - (4) Walls, pools, landscaping or other architectural or landscape architectural elements necessary for the proper aesthetic and structural placement of the art work.
 - (5) Maintenance and repair of art works funded through the art in public places fund.
- (d) Administration.
 - (1) The art in public places fund shall be administered by the city council.
 - (2) The arts commission shall make recommendations to the city council concerning the purchase or commissioning of art works, including (A) places which should be considered for art works; (B) the medium of the proposed art work; and (C) the artist whose work should be considered for placement in the recommended location.
 - (3) Selection of artists and art works shall be based on the guidelines set forth in Section 1.09.060.
 - (4) The city will contract with the artist and with consultants as necessary for the purchase or commissioning as well as the execution and installation of the art work.
 - (5) On-site activity in connection with the art work installation shall be coordinated by the city manager or his/her designee.
 - (6) Maintenance and repair of art works funded through the art in public places fund shall be financed from that account.
 - (7) So far as is practical, in the event repair of the art work is required, the city shall first give the artist the opportunity to do that work for a reasonable fee. In the event the artist is unable or refuses to make the repair for such a fee, the city may proceed to contract for such repair with another qualified artist.
- (e) Endowments. The art in public places fund shall also be used as a depository for endowments, bequests, grants or donations. Such sums may be expended as set forth in subsection (c) above and for performing art exhibitions or displays as approved by the city council. (Ord. 1119 § 1, 1986).

AFFORDABLE ARTIST HOUSING

COMING TO SANTA ANA FALL 2019

Located on Main Street between the Bowers Museum and Orange County High School of the Arts, **Santa Ana Arts Collective** offers a total of 58 apartments with 47 apartments (of 1, 2 and 3 bedrooms) offered to income qualified individuals or families earning between 30% and 60% of Area Median Income, with preference offered to artists.

Santa Ana Arts Collective will offer the following arts amenities: a ground floor art gallery with a resident gallery committee supported by an onsite arts staff-person, woodshop, music practice rooms, and several individual studio spaces. Santa Ana Arts Collective aims not only to provide a long-term affordable housing solution in the city center for artists, but also to link with arts partners who can provide a network of advocacy, professional connections, services and resources to the resident artists.

Santa Ana Arts Collective

1666 N. Main Street, Santa Ana

Professionally managed by:
WSH Management
DRE# 10292479

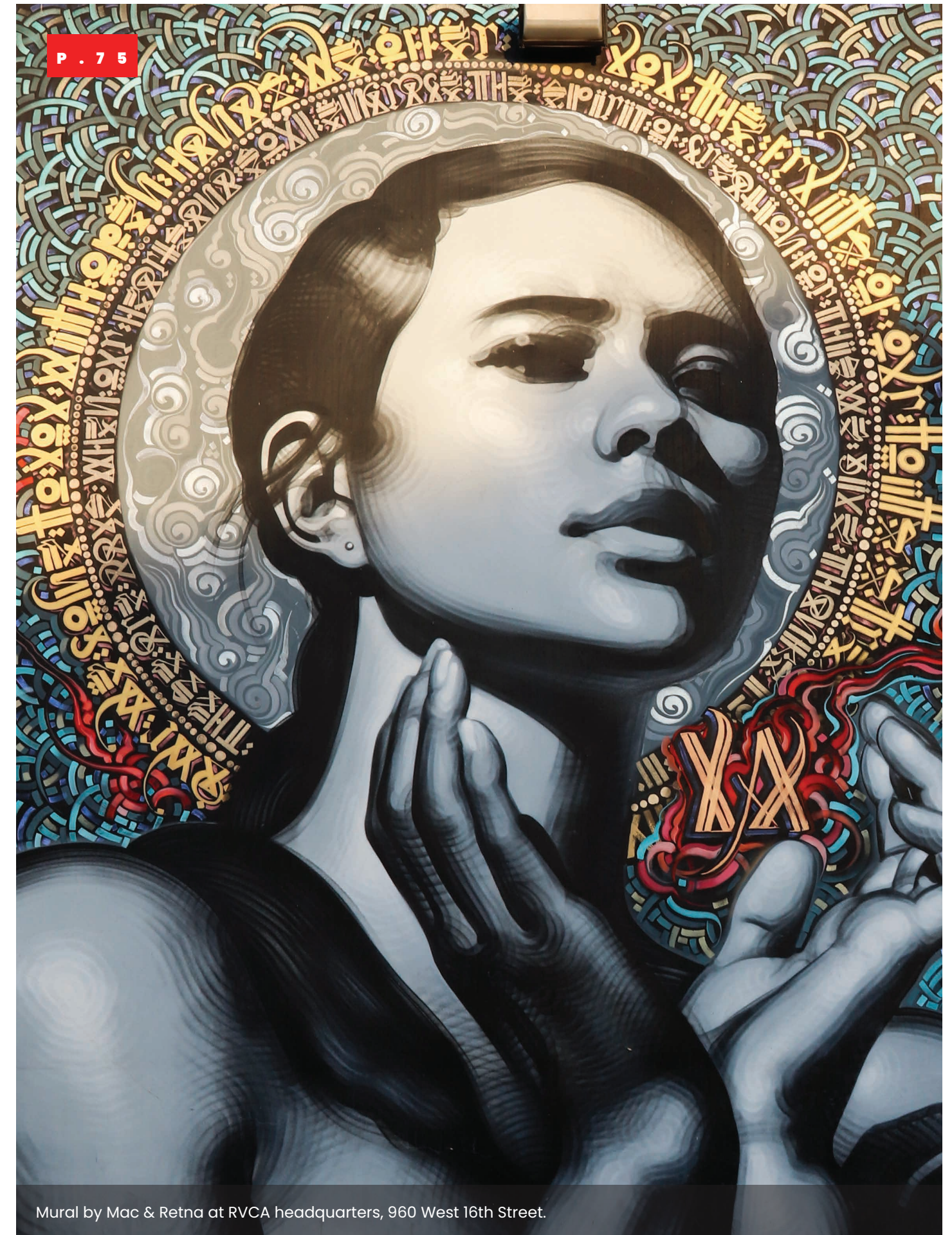


Please visit

www.santaanaartsapts.com/

or call today to be
added to the
interest list

714.294.0000



Mural by Mac & Retna at RVCA headquarters, 960 West 16th Street.

COSTA MESA CULTURAL ASSETS

NAME

DISCIPLINE

TYPE

336 Productions	Film/Video	Arts Serving Business
ABACAB Multimedia Inc.	Film/Video	Organization
Action Arts in the Park	Event	Organization
Adaptive Designs	Printing	Arts Serving Business
Antique Music Box Restoration	Antiques	Arts Serving Business
Arts & Crafts Studio in Costa Mesa	Multidisciplinary	Studio
Arts & Learning Conservatory	Theatre	Organization
Avail Talent	Film/Video	Arts Serving Business
Avanti Dance Company	Dance	Studio
Avenue of the Arts Costa Mesa Hotel	Hotel	Arts Serving Business
Bella Ballroom Dance Studio	Dance	Studio
Bellissima Custom Art&Framing	Visual Art	Arts Serving Business
Blind Squirrel Games	Gaming	Organization
Bookoff USA	Literary	Arts Serving Business
Braver Players Studio	Theatre	Organization
Canon Live Learning Orange County	Photography	Organization
CDC Designs	Interior Design	Arts Serving Business
Chuck Jones Center for Creativity	Visual Art	Cultural Center
Color Digit Printing	Printing	Arts Serving Business
Color Me Mine Metro Pointe!	Ceramics	Organization
Costa Mesa Conceptual Art Center	Visual Art	Organization
Costa Mesa Photography	Photography	Artist
Costa Mesa Playhouse	Theatre	Organization
Costa Mesa Recording Studios	Music	Arts Serving Business
Da Capo Players	Music	Artist
Dark Lady Poetry	Literary	Organization
Design Resource Center	Interior Design	Arts Serving Business
Design Within Reach	Interior Design	Arts Serving Business
Electric Screen Printing	Printing	Arts Serving Business
EmbroidMe	Fashion	Arts Serving Business
Endeavor School of the Arts	Dance	Organization
Estrada Surfboards	Manufacturing	Organization
Fallani & Son Antiques Restoration	Antiques	Arts Serving Business
Frank M Doyle Arts Pavilion OCC	Multidisciplinary	Organization
Freedom of Press Clothing	Fashion	Arts Serving Business
Goat Hill Public Arts & Literary Society	Literary	Organization
Gorman Framing	Visual Art	Arts Serving Business
Grey Matter Museum of Art	Performance	Studio
Hawk Ridge Systems	Manufacturing	Arts Serving Business
Hoover Printing	Printing	Arts Serving Business
I Heart Costa Mesa	Arts Serving Business	Organization

Inspired Art Wine
 Integrity Media
 Lin & Jirsa Photography
 Lisa Albert Art Studio and Clay House
 Majestix Comics
 Mariachi Juvenil Herencia Michoacana
 Martin Lawrence Galleries
 Master Computer and Video / Film,
 Video & Audio Mastering
 Michael Anthony Photography
 Michaels Arts Serving Business
 Mouse Graphics
 MumboJumbo
 Music Factory – School of Music
 Newport Dance Theater
 Noguchi Museum
 OC Children's Book Festival
 Orange County Aerial Arts
 Orange County DimeStories
 Orange County Fair & Event Center
 Orange County Museum of Art
 Pacific Chorale
 Pacific Symphony
 Paul Mitchell The School Costa Mesa
 Peter's Custom Framing & Gallery
 Philharmonic Society of Orange County
 Printers Litho, Inc.
 Quilter Laboratories – Amplifiers
 Randy Higbee Gallery
 Segerstrom Center for the Arts
 South Coast Repertory Theater
 Speedpro Imaging Printing
 Square Blue Gallery
 Steve Anderson Photography & Gallery
 Stonemill Design Center
 SuperVillain Studios
 The Boathouse Collective
 The Dance Academy at Costa Mesa
 The Improv Collective
 The Lab AntiMall
 The Law Offices of Eric Norton
 The Press
 Ultimate Image Printing
 Vallejo Gallery
 Vanguard University Theatre Arts Dept
 Volcanic Studios
 Weisshaar M and R & Son Violin Shop
 West Coast School of the
 Arts / Costa Mesa Dance Studio
 Western Lithographics

Visual Art
 Film/Video
 Photography
 Ceramics
 Literary
 Music
 Visual Art

Film/Video
 Photography
 Arts
 Printing
 Gaming
 Music
 Dance
 Museum
 Festival
 Dance
 Literary
 Multidisciplinary
 Visual Art
 Music
 Music
 Fashion
 Visual Art
 Music
 Printing
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 Visual Art
 Performance
 Theatre
 Arts Serving
 Gallery
 Photography
 Interior Design
 Gaming
 Multidisciplinary
 Dance
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SAMPLE ARTS SPECIALIST POSITION DESCRIPTION FROM CITY OF SANTA ANA

SANTA ANA, CITY OF (CA)

Invites applications for the position of:
Arts & Culture Specialist



SALARY: \$28.86 – \$38.67 Hourly
\$1,154.31 – \$1,546.62 Weekly
\$5,002.00 – \$6,702.00 Monthly
\$60,024.00 – \$80,424.00 Annually

OPENING DATE: 07/27/17
CLOSING DATE: 08/24/17 05:30 PM
TYPE OF RECRUITMENT: Open-Competitive

DESCRIPTION:

The City of Santa Ana is looking for individuals who are results-oriented, possess great attitudes, demonstrate creativity and innovation, work efficiently, show a record of success and have a PASSION for public service. Having the best employees provides the best service to the community.

Under general supervision, plans, implements and maintains the City's Cultural Arts Programs as part of the Santa Ana Arts and Culture Master Plan, and acts as staff liaison to the Arts and Culture Commission.

ESSENTIAL FUNCTIONS INCLUDE BUT ARE NOT LIMITED TO:

Serves as City liaison to the Arts and Culture Commission to assist the Commission in developing and implementing artistic and cultural projects and programs consistent with the short, mid and long-term goals of the City's Arts and Culture Master Plan; provides staff assistance to the Arts and Culture Commission by developing and posting meeting agendas, facilitates meetings and maintains Commission records; works with the arts community, non-profit agencies and other community-based organizations to develop opportunities to promote arts, culture and a variety of quality-of-life activities in the city; serves as a liaison between representatives in the arts, youth and education fields and the City to develop a vision and action plan for arts awareness and the promotion of youth and educational programming; establishes and promotes public art programs. Makes oral presentations to arts organizations and other public and private organizations. Evaluates programs and ongoing projects for effectiveness and efficiency. Identifies, seeks, submits applications for and manages local, state, and federal grants and other funding sources for arts activities; monitors and reports on expenditures, oversees the budget designated for the City's Arts and Culture Master Plan and coordinates communication with funding sources and recipient arts organizations. Performs other related functions as assigned.

MINIMUM QUALIFICATIONS:

Bachelor's degree in art, design, arts administration, business administration or a closely related field. Two years of experience in the administration of arts or art-related programs or any combination of education and experience that provides the desirable knowledge, skills and abilities.

DESIRABLE KNOWLEDGE, SKILLS AND ABILITIES

KNOWLEDGE OF:

principles and practices of arts programming and management; grant writing; public information principles and techniques; public administration including public policy; local, state and national arts programs, organizations and funding sources; principles and techniques of contract monitoring and evaluation; budget process and controls.

ABILITY TO:

develop, implement, administer and evaluate arts programs; keep abreast of current developments in the arts, including arts programs, organizations and funding sources; prepare and secure funding; prepare and present oral and written reports; design and carry out an effective public relations program; supervise, direct and train volunteers; establish and maintain effective working relationships with City officials, artists, art-related organizations and the general public; effectively represent and promote the arts in the City of Santa Ana.

SPECIAL REQUIREMENTS:

Must possess and retain a valid California Class C Driver's License as a condition of employment.

SPECIAL WORKING CONDITIONS:

Willingness and ability to work irregular hours, including evenings and weekends as needed.

Bilingual fluency in English and one of the following languages is desirable: Spanish, Vietnamese, Cambodian, Hmong, Korean, or Samoan.

SHOWMOBILE®



Any Event, Anyplace, Anytime.
The idea came from an american icon, the community band shell. We wired it for high-tech light and sound equipment, gave it a retractable stage, positionable roof and overhead canopy. Then we put it all on wheels so you could take it anywhere. It's called the Showmobile, and who better to bring it to you than the people at Wenger Corporation — the originators of the first mobile performance center in 1959.



The feature-packed Showmobile is so versatile, so easy to transport, so fast to set up, you can use it to put on any event anywhere. And because of its mobility, Showmobile won't permanently alter the natural beauty of your parks. Showmobile brings built-in excitement to concerts, political rallies, speeches, dances, parades, sporting events, fairs, graduations and festivals - big or small, any event will be a better event. With a great base price and flexible purchase plans, the Showmobile is well within reach.



AT SET-UP TIME, SHOWMOBILE DOES ALL THE HARD WORK FOR YOU.



TOW THE SHOW

Showmobile's lightweight design allows access to more locations. When you reach the event location, it's easy to unhitch and drive the truck away.



COME ON IN

The entire panel on each end opens for easy access into the Showmobile and then becomes an adjustable side-stage sound reflector. The stainless steel door handles have integral locks so you don't have to worry about loose padlocks.



GRAB THE CONTROL

Deploy the hydraulic roof/canopy and stage via wired remote control. Outside power isn't needed. You can lock the control for security or remove it altogether.



RAISE THE ROOF

Hydraulics raise the roof and canopy fast and smoothly - it only takes about 60 seconds. The high pivot point provides greater on-stage volume for improved sound reflection and better acoustics. The system is protected by counterbalance and velocity- check components for added safety.



SET THE STAGE

The stage is also deployed via the remote control. Dual hydraulic cylinders lower it quickly. You can then adjust the five stage legs to accommodate uneven or sloping ground to maintain a level stage.



THE BIG FINISH

Two workers can attach optional light-weight Versalite® Stage extension units in the front and sides of the main stage in minutes. The adjustable, all-terrain stair can be positioned anywhere around the stage perimeter.



SLEEP TIGHT

The roof and canopy can be lowered into the closed position, and the side doors can be shut and locked even with the stage deck fully deployed. You won't need to take down stage extensions or stairs. Equipment on stage is protected from weather or vandals and is ready for another performance and another day.

SHOWMOBILE FEATURES



SOUNDS GOOD, LOOKS GOOD

Wall surfaces are constructed with acoustically reflective panels. This attractive fiberglass composite material is weather resistant and provides superior sound reflection. The deck is surfaced with weather-resistant, skid-free stage deck components.



GET OUT OF THE RAIN

Extruded aluminum channels on the roof and canopy edges form a continuous gutter system that drains moisture from the unit. These integral channels provide a watertight, dust-tight seal during transport to keep your Showmobile looking great for years.



STORE MORE

The storage compartments provide space for auxiliary equipment like power cords, staging accessories, skirting, sound equipment and other necessities. Access is easy and the compartments are lockable.



A POWER HOUSE

The control compartment contains the load center which provides 110-volt service for fluorescent lights and four onstage outlets. The optional power upgrade adds 220-volt service, two duplex outlets in the roof and four quad outlets on the canopy edge for theatrical lighting.

SHOWMOBILE OPTIONS



PLUG IN AND POWER UP

Fluorescent overhead lighting is standard and is built into the roof and canopy. You can add optional roof and canopy lighting packages that include light bars with theatrical lights. Canopy light bars pivot, store under the canopy and travel without having to disassemble.



EQUAL ACCESS FOR EVERYONE

The optional hydraulic lift provides easy stage access for people and equipment. The entrance door is flush to the curb-side wall at the back of the stage. The 12-volt hydraulic system has a load limit of 600 lbs (272.2kg) with remote control operation and manual backup.



A LEVEL-HEADED IDEA

Leveling is simple with the optional hydraulic leveling system. Hydraulic leveling makes set-up even quicker and easier — especially on uneven terrain. Electronic leveling allows the operator to make quick, accurate leveling adjustments with the remote control. This system is also supplied with a wired backup control unit.



SHOWMOBILE BY WENGER IS EASIER TO PURCHASE.

We designed Showmobile to fit the needs of any community or business — large or small. We also designed the basic model to fit your budgets. If you’ve wanted a Showmobile but couldn’t justify it because of the cost, we’ve put together a few programs that will help.

GENERATE REVENUE

Because Showmobile is so easy to move and use, it’s ideal to rent out for all kinds of events. Corporations, theatrical groups, bands, community organizations and neighboring communities are just some of the groups that could rent your Showmobile. A Showmobile rental program can offset a great deal of your purchase costs. Use it when you need it and generate income on the days when you don’t. Your Wenger Representative can tell you how other communities have set up successful rental programs.

SO EASY TO USE YOU’LL USE IT FOR MORE.

Showmobile will make every event more professional, more exciting and more convenient.

There are Wenger Showmobiles all over the country, and we’re constantly hearing of new and different ways they are being used. Because it’s so simple to transport and set up, it makes sense to spec Showmobile into the plans for any event — large or small.

- Community band and orchestra concerts
 - Children’s theater
 - Tournament sign-up headquarters for sports events
 - Seminar stage
 - Park programs
 - Festivals and fairs
- Choral concerts
 - Awards ceremonies
 - Political speeches and functions
 - Contest platform
 - Interpretation and information center
- Plays
 - Outdoor graduation ceremonies
 - Groundbreaking ceremonies
 - Judges/parade headquarters
 - Shakespeare in the park

SHOWMOBILE®

THE WENGER SHOWMOBILE®

The Showmobile features a full-scale, thrust-style stage with a cantilevered canopy and a state-of-the-art acoustical shell that’s finished inside and out. With Showmobile there are no unsightly edges, seams or fasteners. Setup and operation are simple and fast. Numerous upgrades and accessories are available, enabling the user to equip the Showmobile exactly as needed.

STANDARD EQUIPMENT

- Full 28' (8.5m) main stage section with no lose stage deck platforms.
- Deck surfaces available in black or sand colored polyglass.
- Manual leveling jacks with two removable cranks.
- End doors open for easy access and become adjustable side-stage sound reflectors.
- Hydraulic canopy and stage deployment with wired remote control module.
- Built-in overhead fluorescent lighting.
- Power center with lockable door containing 110-volt load center.
- 12-volt battery and charger for the hydraulic system.
- Two storage compartments built into the curb side below stage level.
- Duplex electrical outlets, four on-stage and one located near the battery for charging.
- 110-volt power cable, 50 feet long (15.2m).
- Eight on-stage tie-downs with four tie-down straps.
- One adjustable all-terrain stairway with handrails.
- Pintle hitch coupler.
- G-rated tubeless radial tires.

GENERAL SPECIFICATIONS

Travel Dimensions

Overall length (includes hitch)	33'8" (10.3m)
Body length	28' (8.5m)
Overall width.....	8'5" (2.6m)
Overall height	13'3" (4m)

Performance Dimensions

Main stage floor.....	28' x 6'6" (8.5m x 2m)
Hydraulic stage	28' x 8' (8.5m x 2.4m)
Stage height from ground.....	3'6" (1.1m)
Canopy height from stage (max.).....	17'4" (5.3m)
Upstage canopy height from floor.....	9'3" (2.8m)



OPTIONAL UPGRADES

These upgrades can only be installed at time of purchase.

- Custom graphics with your logo or other designs can be applied with a 3M vinyl adhesive process — 70 color options.
- Electrical upgrade includes 220-volt power cable, four quadplex electrical outlets on the canopy, two duplex outlets on the back wall, and an additional load center.
- Hydraulic leveling reduces set-up time with four hydraulic leveling jacks. Includes wireless remote with auto-level system.
- Disability lift on curb side of the Showmobile. Low profile with access door, manual backup and remote.

ACCESSORIES

These accessories can be added to your Showmobile at any time.

- Stage extensions. Versalite® Platform packages are available to extend your stage from the sides or front. Stage sizes of 16' x 40', 24' x 40' or 20' x 40' (4.9m x 12.2m, 7.3m x 12.2m or 6.1m x 12.2m) can be created, as well as other configurations you may specify. Includes platforms, adjustable legs and all connectors.
- Stage railings can be added to Versalite stage extensions.
- Stage skirting will dress up your Showmobile. Available in 25 colors.
- Stairways. Additional stairways can be set up anywhere on the stage perimeter.
- Audio Systems. Three systems are available for professional-quality sound - Basic, Premier and Deluxe options.
- Incandescent show lights. Packages feature light bars, fixtures, lamps, gel frames and gels. Packages require an electrical upgrade.
- Portable generator. For 110-volt power where electrical service is not available.





"Spatio Virtuo Teatro" by Jason Meadows at South Coast Repertory



City of Costa Mesa
Arts & Culture Master Plan

Prepared by





REQUEST FOR PROPOSAL

FOR

ARTS AND CULTURE MASTER PLAN

RFP No. 17-20



PARKS AND COMMUNITY SERVICES

CITY OF COSTA MESA

Released on October 18, 2017

REQUEST FOR PROPOSAL FOR ARTS AND CULTURE MASTER PLAN

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting Proposals from qualified public entity or private firms (hereinafter referred to as “Proposer”). The awarded Contractor, (hereinafter referred to as “Contractor”) in accordance with the Sample Professional Service Agreement terms, conditions, and scope of work “Attachment A”. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation attachments/exhibits. The term is expected to be for one (1) year; however, the Arts and Culture Master Plan is expected to be completed in six (6) months.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$117 million and a total budget of over \$145 million for fiscal year 2016-2017.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 110,757 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a “full service city” providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home of the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer, shall have at least five years of prior experience on similar types of projects. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the project schedule, adequate staffing, reference check, project understanding, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

1. **Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** The City’s Purchasing Department contact set out in RFP, Section II, Subsection 2, Inquires, will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by City’s Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on the City's website at www.costamesaca.gov. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check the City's website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. Schedule of Events: This Request for Proposal shall be governed by the following schedule:

Release of RFP	October 18, 2017
Mandatory Pre-Proposal Meeting	October 25, 2017 @ 3:00 p.m.
Deadline for Written Questions	October 30, 2017 before 11:00 a.m.
Responses to Questions Posted on Web	November 2, 2017
Proposals are Due	November 7, 2017 before 11:00 a.m.
Interview (if held)	December 6 - 7, 2017
Approval of Contract	TBD

****All dates are subject to change at the discretion of the City.**

MANDATORY PRE-PROPOSAL MEETING: will be held **Wednesday, October 25, 2017 at 3:00 p.m. in Conference Room 1A** at City Hall, 77 Fair Drive, Costa Mesa, CA 92626. The Mandatory Pre-Proposal Meeting is held to allow for questions and clarification concerning the City's RFP process, scope of services and subsequent contract award. A Proposer who does not attend the Mandatory Pre-Proposal Meeting (Section I, General Information, Sub-section 2. Schedule of Events) will be considered non-compliant and his or her bid submittal will be deemed non-responsive.

II. GENERAL INSTRUCTIONS AND PROVISIONS

- 1. Proposal Format Guidelines:** Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer's response:

- **Vendor Application Form and Cover Letter:** Complete **Appendix B, Forms** and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California, and the office from which the project will be managed.

- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Attachment A, Scope of Work**, of this RFP.
- **Company Experience and Capabilities:**
 - a. Identify the years of experience your firm and the principals who will be assigned to work with the City have in providing project manager services for governmental agencies. Please indicate years of experience both on a firm and an individual basis.
 - b. Identify the **number of issues** for which **your firm and the principals** who will be assigned to work with the City have acted as lead project manager **in the past three (3) years**. Please indicate numbers of issues both on a firm and an individual basis.
 - c. Briefly discuss and provide examples that illustrate the firm's resources, commitment and demonstrated ability to complete all components of all projects in a timely manner, including but not limited to, attending meetings, advising staff on matters specific to the scope of service, preparing and presenting reports to City staff and members of the City Council, and assisting with due diligence and disclosure processes relevant to the scope of services.
- **Methodology Section:** Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:
 1. Provide a summary of your firm's proposed services and methodology and describe how your firm will ensure the City's objectives for this project are met.
 2. Fully describe the services your firm will perform to meet the criteria outlined in this RFP.
 3. Include a sample of a similar plan/project prepared for another organization.
 4. Include the data collection forms, surveys, or other similar documents you propose to use to perform these services. In particular, provide a sample of each form you expect City staff to complete, and the information City staff will be expected to provide.
- **Staffing:** Proposers should list individual(s) on the Staffing Plan, who will be supporting/working on this project and indicate their qualifications/titles and years of experience. Include a resume for each designated individual.
- **Qualifications:** The information requested in this section should describe the consultant, firm or entity, key-staff and sub-contractor's qualifications and experience (minimum five (5) years) in preparing plans of this type "Arts and Culture Master Plans" for municipalities, and other government organizations, or other non-profits similar in size and scope.

Information shall include:

1. Provide, in detail, your firm's credentials as related to this project. Your response must include information that documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
2. Provide background of personnel that will be assigned to provide this service to the City.
3. Provide the names of at least three clients for whom your firm has provided a similar scope of services. Include the name of the organization, name of a contact person, phone number, e-mail address if available, description of services provided, and date/dates of service. References are preferred for cities of a similar size providing the public with services similar to those provided by the City of Costa Mesa.
4. Provide the location of the office/personnel that will be performing work for City of Costa Mesa.
5. Qualified to operate as a business within the State of California.
6. Commit to the City Standard Contract Provisions as defined in the "Agreement for Services up to \$35,000."
7. Provide resources and commit to complete all components of the project in a timely manner, included but not limited to attending and hosting community meetings; interviewing City staff, key stakeholders and community members for background information; preparing and reviewing draft plan and supporting documentation; presenting final Master Plan proposal to the Arts and Culture Master Plan Sub Committee, Cultural Arts Committee, Parks & Recreation Commission, and City Council.

Any public entity which submits a Proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity:** Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.
- **Cost Proposal:** All Proposers are required to use **Attachment C, Cost Proposal** to be submitted with their Proposal. Cost Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may not disqualify the firm from consideration.**
- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Service Agreement with the City. A sample of the Agreement is enclosed as **Appendix A**, but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.** See No. 12 of this RFP below.
- **Checklist of Forms to Accompany Proposal:** As a convenience to Proposers, following is a list of the forms, included as appendices to this RFP, which should be included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References
 3. Ex Parte Communications Certificate
 4. Cost Proposal
 5. Disclosure of Government Positions
 6. Disqualifications Questionnaire
 7. Staffing Plan

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.
- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City.
- **Number of Proposals:** Submit one original, five (5) hard copies plus one electronic copy/flash drive of your Proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.
- **Submission of Proposals:** Complete written Proposals must be submitted in sealed envelopes marked and received **before 11:00 a.m. (P.S.T) November 7, 2017** to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed Proposals will not be accepted. **NO EXCEPTIONS**

City of Costa Mesa
City Hall
Office of the City Clerk
77 Fair Drive
Costa Mesa, CA 92628-1200

RE: RFP No. 17-20 ARTS AND CULTURE MASTER PLAN

- **Inquiries:** Questions about this RFP must be directed in writing, via e-mail to:

RFP Facilitator: Nina Naranjo at nina.naranjo@costamesaca.gov

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s), responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa-Official City Web Site-Business-Bids & RFP's](#). Proposers should check this web page daily for new information. The City will endeavor to answer all written questions timely received **before 11:00 a.m. October 30, 2017**. The City reserves the right not to answer all questions.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the Proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:

Insurance - City requires that licensees, lessees, and vendors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.

W-9 – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor's legal business name(s).

3. Evaluation Criteria: The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the responsive responsible proposer shall be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. Company Experience and Capabilities:	30%
2. Approach and Methodology:	30%
3. Staffing:	10%
4. Qualifications:	20%
8. Cost Proposal:	10%

4. Evaluation of Proposals and Selection Process: In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation/Selection Committee (Committee), which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

- A. Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
- B. Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.
- C. Interviews, Reference Checks, Revised Proposals, Discussions:** Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for **December 6, 2017 through December 7, 2017** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92628. This date is subject to change. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded,

should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible bidder. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

5. Protests: Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

A. Procedure – All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

6. Accuracy of Proposals: Proposers shall take all responsibility for any errors or omissions in their Proposals. Any discrepancies in numbers or calculations shall be interpreted to reflect the cost to the City.

If prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposal unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items.

7. Responsibility of Proposers: The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City
- Negotiating with the City any matter related to the Proposal
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

8. Confidentiality: The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but

not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

9. Ex Parte Communications: Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form, **Appendix B** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

10. Conflict of Interest: The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090 et seq., or Sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

11. Disclosure of Governmental Position: In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form, **Appendix B**.

12. Conditions to Agreement: The selected Proposer will execute a Professional Service Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as **Appendix A** to this RFP, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.** Submittal of a Proposal shall be

deemed acceptance of all the terms set forth in this RFP and the sample agreement for maintenance services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluation Proposals and determining the lowest responsible bidder.

13. Disqualification Questionnaire: Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, **Appendix B**.

14. Standard Terms and Conditions: The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addendum(s) and additional information will be posted to the Costa Mesa Procurement Registry, [Costa Mesa - Official City Web Site - Business - Bids & IFB's](#). Proposers should check this web page daily for new information.

APPENDIX A

PROFESSIONAL SERVICE AGREEMENT

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ___ day of ____, 20__ ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and _____, a [state] [type of entity] ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to _____, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the City's Request for Proposals ("RFP"), attached hereto as Exhibit "A," and Consultant's Response to City's RFP ("Consultant's Proposal"), attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement by this reference (the "Fee Schedule"). Consultant's total compensation shall not exceed _____ Dollars (\$ _____.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such

additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be

cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."

- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "E" and incorporated herein by this reference.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

 Tel: _____
 Attn: _____

IF TO CITY:

City of Costa Mesa
 77 Fair Drive
 Costa Mesa, CA 92626
 Tel: (714) 754-
 Attn: _____

Courtesy copy to:

City of Costa Mesa
 77 Fair Drive
 Costa Mesa, CA 92626
 Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "F" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and sub consultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or sub consultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this

Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

CITY OF COSTA MESA

[Name]
[Mayor or City Manager]

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Thomas Duarte
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

[Name]
Project Manager

Date: _____

DEPARTMENTAL APPROVAL

[Name]
[Title]

Date: _____

APPROVED AS TO PURCHASING:

Stephen Dunivent
Interim Finance Director

Date: _____

EXHIBIT A

REQUEST FOR PROPOSALS

EXHIBIT B

CONSULTANT'S PROPOSAL

EXHIBIT C

FEE SCHEDULE

EXHIBIT D

PROJECT SCHEDULE

EXHIBIT E

CERTIFICATES OF INSURANCE

EXHIBIT F

CITY COUNCIL POLICY 100-5

CITY OF COSTA MESA, CALIFORNIA

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

COUNCIL POLICY

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.
2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;
 - B. Establishing a Drug-Free Awareness Program to inform employees about:

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	2 of 3

1. The dangers of drug abuse in the workplace;
 2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;
- D. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- E. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;
- F. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	3 of 3

- G. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.
2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:
- Contractor and/or sub-grantee has made a false certification under paragraph 1 above;
 - Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;
 - Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.
3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

APPENDIX B

FORMS

Vendor Application Form

Ex Parte Communications Certification

Disclosure of Government Positions

Disqualification Questionnaire

Company Profile & References

Staffing Plan



**VENDOR APPLICATION FORM
FOR
RFP No. 17-20
ARTS AND CULTURE MASTER PLAN**

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

☐ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____

(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning **RFP No. 17-20 ARTS AND CULTURE MASTER PLAN** at any time after **October 18, 2017**.

Signature

Date: _____

Print

OR

I certify that Proposer or Proposer's representatives have communicated after **October 18, 2017** with a City Councilmember concerning **RFP No. 17-20 ARTS AND CULTURE MASTER PLAN**. A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

COMPANY PROFILE & REFERENCES**Company Profile**

Company Legal Name: _____

Company Legal Status (corporation, partnership, sole proprietor etc.): _____

Active licenses issued by the California State Contractor's License Board: _____

Business Address: _____

Website Address: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

Length of time the firm has been in business: _____ Length of time at current location: _____

Is your firm a sole proprietorship doing business under a different name: ____ Yes ____ No

If yes, please indicate sole proprietor's name and the name you are doing business under: _____

Is your firm incorporated: ____ Yes ____ No If yes, State of Incorporation: _____

Federal Taxpayer ID Number: _____

Regular business hours: _____

Regular holidays and hours when business is closed: _____

Contact person in reference to this solicitation: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

Contact person for accounts payable: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

Name of Project Manager: _____

Telephone Number: _____ Facsimile Number: _____

Email Address: _____

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least five clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: _____ Telephone Number: _____

Contact Name: _____ Email Address: _____

Address: _____

Brief Contract Description & Amount: _____

Company Name: _____ Telephone Number: _____

Contact Name: _____ Email Address: _____

Address: _____

Brief Contract Description & Amount: _____

Company Name: _____ Telephone Number: _____

Contact Name: _____ Email Address: _____

Address: _____

Brief Contract Description & Amount: _____

Company Name: _____ Telephone Number: _____

Contact Name: _____ Email Address: _____

Address: _____

Brief Contract Description & Amount: _____

Company Name: _____ Telephone Number: _____

Contact Name: _____ Email Address: _____

Address: _____

Brief Contract Description & Amount: _____

STAFFING PLAN FOR ARTS AND CULTURE MASTER PLAN

1. Primary Staff to perform Arts & Culture Master Plan duties

Name	Classification/Title	Years of Experience

2. Alternate staff (for use only if primary staff are not available)

Name	Classification/Title	Years of Experience

Substitution or addition of Proposer's key personnel in any given category or classification shall be allowed only with prior written approval of the City Project Manager.

The Proposer may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service required. Assignment of additional key personnel shall be subject to City Project Manager approval. City reserves the right to have any of Contractor personnel removed from providing services to the City under this Agreement. City is not required to provide any reason for the request for removal of any Contractor personnel.

ATTACHMENT A

SCOPE OF WORK

FOR

ARTS AND CULTURE MASTER PLAN

Arts & Culture in the City:

Costa Mesa's official motto is "City of the Arts," a title befitting of its world-class cultural scene. The City has a rich and diverse arts community that includes both visual and performing arts. The Costa Mesa Theater District is home to the Segerstrom Center for the Arts and its four performance halls, studio performance space and education lab, the three-stage South Coast Repertory theater, the Arts Plaza, and the 1.6-acre Noguchi Sculpture Gardens. The Costa Mesa Playhouse, a longstanding local theater house, calls Costa Mesa home, as do a wide array of art galleries and cutting-edge music venues. The City has a strong mix of arts disciplines and these are accompanied by varying professional, semi-professional and amateur artists. The City has played host to arts-oriented public events and fosters an arts environment that is inclusive and supportive. Recent events and programs include the signature ARTventure event, Arts in the Park event, Utility Box Beautification Project, Youth Art Gallery and many calls for artist submissions.

Purpose of the Master Plan:

The purpose of the City of Costa Mesa Arts and Culture Master Plan will be to develop a five-to-ten-year strategic plan that defines the role of the City in supporting arts and culture, and the role of arts and culture in accomplishing the City's broader goals. Costa Mesa, the 'City of the Arts', believes that there should be a solid foundation with both short-term and long-term goals as well as a clear and impactful vision for the future. The plan should assure that there is a cohesive, long-term vision that leaves the City with a vast array of art, across many mediums, that is spread throughout the City. The plan should result in a set of recommendations with priorities and steps to accomplish them, which may be supported through both policy and a commitment of private and public resources. In addition, provide additional recommendations that may enhance the organizations presence as an Art's Powerhouse, while promoting the motto, 'City of the Arts.'

Parks & Recreation Commission:

The Parks & Recreation Commission advises the City Council and staff regarding the development and maintenance of parks and recreation facilities, and the provision of recreation and youth services, cultural and fine arts services. The Commission makes recommendations to the City Council.

Cultural Arts Committee:

The City of Costa Mesa Cultural Arts Committee is an eleven member appointed volunteer group that works with City Council to support cultural arts programs and to bring art awareness to the residents of Costa Mesa, the City of the Arts. This committee works to establish programs, events and information that help residents access the arts in many different venues, and through multiple sources

The anticipated term will be for a six (6)-month period.

Goals of the Master Plan Process:

- ❖ Gather vast community input from residents and stakeholders about how they envision the role of arts and culture in the life and layout of the City.
- ❖ Inventory the City's current artistic and cultural assets, venues and programs to identify gaps and missed opportunities with specific demographics and socio-economical classes.
- ❖ Identify and express the role the arts play in elevating the community's quality of life and contributing to economic development of the community.
- ❖ Integrate consideration of arts and culture into current and long-term City policies, planning projects, facilities, open spaces, etc.
- ❖ Identify opportunities for partnership and collaboration to maximize resources and service to the community.
- ❖ Identify and recommend opportunities for the City to advance its own arts and culture programs, those of local organizations and its overall arts ecology.
- ❖ Identify potential grants and/or other funding sources to support development of Cultural Arts programs and services.

Scope of Work:

Project Tasks - To achieve the Plan goals, the consultant will work with City Staff and an Arts and Culture Master Plan Sub Committee to accomplish the following:

A. Assessment of Community Needs and Resources

- a. Review and summarize findings from existing City plans, relevant studies and other available data, including but not limited to:
 - The City of Costa Mesa General Plan
 - Parks & Recreation Master Plan
 - Public Art Policies
 - Industry data and best practices
 - Conduct an inventory of the City's cultural/creative sector and assets.
 - Interview key stakeholders.
 - Gather vast community input via methodology such as surveys, focus groups and or community forums.
 - Analyze information, produce findings and identify opportunities and options.

Goal Setting and Plan Development:

- a. Identify, with the Sub Committee, key areas of focus for the Master Plan (e.g. funding and sustainability, cultural facilities, organizational development and technical assistance, support for artists, community/neighborhood arts development, marketing, audience development, arts education, leadership and governance, arts diversity, community design and public art, art and cultural tourism).
- b. Develop and prioritize short and long-term goals that are both realistic and measurable, including costs associated with each goal and identify the objectives and strategies with the Sub Committee.
- c. Identify responsibilities for implementing the Plan (including marketing, ongoing funding, evaluation strategies, etc.) and clarify the roles of the City, the Cultural Arts Committee, and local partners that might be identified through this Plan.
- d. Provide guidelines to the Cultural Arts Committee and Parks & Recreation Commission to monitor progress on strategies and goals.

Prepare and Present Master Plan:

- a. Compile data, priorities, recommendations, and action steps into Master Plan document.
- b. Present to City bodies, including but not limited to the Cultural Arts Committee, Parks & Recreation Commission and City Council, as is needed for final approval.

Budget:

The budget to develop a Arts and Culture Master Plan is not to exceed \$35,000. The budget is intended to cover all expenses related to the Arts and Culture Master Plan, as detailed in the above Scope of Work and within the framework of best practices for a final plan for City approval.

**COST PROPOSAL
FOR
ARTS AND CULTURE MASTER PLAN**

Provide total costs in accordance with the City's current requirements, as set forth in, Attachment A, Scope of Work.

The Arts and Culture Master Plan is expected to be completed in six (6) months. The proposed total price must remain firm for the expected contract term of one (1) year. Any and all requests for price adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Tasks	Cost
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Total Estimated Cost	\$
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**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH
ARTS ORANGE COUNTY**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 5th day of December, 2017 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and ARTS ORANGE COUNTY, a California nonprofit corporation ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to develop an Arts and Culture Master Plan for the City, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Work, attached hereto as Exhibit "A," and Consultant's Proposal, attached hereto as Exhibit "B," both incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit B. Consultant's total compensation shall not exceed Thirty-Five Thousand Dollars (\$35,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within thirty (30) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed upon in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within thirty (30) days from the Effective Date of this Agreement. Consultant shall perform said services in accordance with the Work Schedule set forth in Exhibit B. The Work Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on December 4, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including

the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the

work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail

over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Arts Orange County
17620 Fitch Ave., Suite 255
Irvine, CA 92614
Tel: (714) 556-5160 ext. 17
Attn: Richard Stein

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5052
Attn: Ashley Ocasio

Courtesy copies to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Justin Martin

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any

and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.13. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.14. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all

information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.17. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.18. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.19. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.20. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.21. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.22. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.23. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.24. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.25. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.26. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.27. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]