

DURHAM CULTURAL ROADMAP

Request for Proposals

Cultural Planning Consultant for
Durham Cultural Roadmap Development
Phase II & Phase III

Issue Date:
August 15, 2024

Proposals Due:
September 20, 2024 @ 5:00PM



CULTURAL & PUBLIC ART PROGRAM

General Services

CITY OF DURHAM



CITY OF DURHAM

General Services Department

Cultural & Public Art Program

www.durhamnc.gov/451

Questions:

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I. INTRODUCTION AND PROJECT DELIVERY SCHEDULE

1.01 Request for Proposals.

In collaboration with Durham County, the City of Durham’s Cultural and Public Art Program (referred to as “City”) is seeking a Consultant or Consultant Team (referred to as “Candidates”) with experience in cultural planning to lead community-wide equitable engagement and planning resulting in a cultural plan (Durham Cultural Roadmap) for the community.

As an anchor within the greater Research Triangle region of North Carolina, Durham is a culturally diverse community of 336,892 residents in Durham County, of which 296,186 residents live within city limits. Home to NC Central University, Duke University, and Durham Technical Community College, Durham has earned global status as a hub for medical and technological research and education. Durham’s new reality comprises a revitalized urban center and massive growth in the technical and biological sciences industries. Durham highly values many cultural traditions, history and heritage. The City has garnered national attention for its culinary scene, music community, civil rights history, and contemporary activist movements.

Durham’s prior cultural plan served as an indispensable guide as Durham navigated an extraordinary arts and cultural renaissance. Durham celebrates a vibrant cultural legacy and community, with a proud entrepreneurial history, the Hayti community, and Piedmont blues. Durham’s more recent traditions in contemporary performing and visual arts are evidenced by its American Dance Festival, the Durham Art Council, the Durham Performing Arts Center, the Hayti Heritage Center, the Full Frame Documentary Film Festival, and the Nasher Museum of Art, all alongside independent artists, cultural workers, innovative galleries, and creative spaces.

As a part of Durham Cultural Roadmap’s first phase of planning, initial engagement under-covered core themes including: affordable housing and creative spaces; meeting the needs of historically marginalized artists and art forms; public sector aligning and co-designing with creatives; neighborhood-based offerings and venues; and protecting Durham’s distinct culture within a growing community.

As the community experiences immense changes, there is a greater need to preserve and protect existing cultural assets and develop equitable systems of resource distribution to artists, cultural workers, and organizations in the arts and culture sector for the benefit of all Durham residents.

The full Request for Proposal can be found at the City of Durham website:

<https://www.durhamnc.gov/bids.aspx>

Refer to Section VI in this document for detailed instructions on how to submit a proposal.

Interpretation and translation services are available to you at no cost. If you need them, please contact us at arts@durhamnc.gov or (919) 560-4197, ext. 21243, by: 08/26/2024.

Los servicios de interpretación y traducción están a su disposición sin costo alguno. Si los necesita, por favor contáctenos al correo electrónico arts@durhamnc.gov o al teléfono (919) 560-4197, extensión 21243, antes del 08/26/2024.

1.02 Project Manager and City Representative.

Questions regarding this Request for Proposals (RFP) must be submitted by e-mail only to the Project Manager listed herein prior to the deadline noted in the Anticipated Solicitation and Project Schedule.

Please direct all questions and concerns to:

Rebecca Holmes, Cultural and Public Art Program Manager
 City of Durham, General Services Department, Cultural and Public Art Program
arts@durhamnc.gov

1.03 Project Delivery Schedule

August 15, 2024	RFP Opens
August 23, 2024 at 3:00 p.m.	Pre-submittal Meeting – Questions and Answers
August 26, 2024	Interpretation and Translation Services Deadline
August 28, 2024 by 5:00 p.m.	All questions must be received in writing
August 29, 2024 by 5:00 p.m.	Addendum posted to the RFP
September 20, 2024 by or before 5:00 pm	RFP Closes/Proposals due
September 24 – October 8, 2024	Proposal Evaluation
October 9, 2024	Notices to Finalists and scheduling Finalists’ presentations/interviews
October 14 – October 15, 2024	Presentations by Finalists (virtual or in-person)
October 17, 2024	Finalist Selections
October 18 – October 30, 2024	Contract Development & Finalization
November 1 – December 16, 2024	City Council Authorization
December 17, 2024 – January 20, 2025	Contract Execution and Notice to Proceed
January – August 2025	Phase II: Community Engagement, Data Collection and Report Generation
September – December 2025	Phase III: Final Workshops, Community Engagement, Plan Drafting, Public Presentations
December 2025 – March 2026	Final Presentations to City Council and County Commissioners

This schedule is the City's best estimate of the schedule that will be followed. If a component of this schedule is delayed, the rest of the schedule will be shifted by the same number of days. The City expects services to be completed by May 29, 2026.

1.04 Keeping Proposals Open.

All proposals will remain open and valid for the City to accept for a period of 90 days after the deadline for submission of proposals. The Project Manager may release candidates from this obligation by a written letter that specifically refers to this paragraph if they determine that the candidate and/or the proposal will not meet the City's needs.

1.05 Reserved.

1.06 Reserved.

1.07 Pre-submittal Conferences, Meetings, and Site Visits.

A pre-submittal meeting will be held on the date and time listed in the Proposed Project Schedule. City staff will clarify details about the proposal requirements and answer any questions. Interested candidates are encouraged to participate, but attendance is not required. The link below will allow you to register for this meeting.

Advanced registration is required for this meeting:

<https://us06web.zoom.us/meeting/register/tZAqceyhpi8vG92J07XqKzloJLhhYFZyMWQ#/registration>

After registering, you will receive a confirmation email with instructions for joining the meeting.

1.08 Updates and Revisions to RFP.

An addendum will be posted to this RFP after the Pre-Submittal meeting scheduled for August 23, 2024. This addendum will be posted no later than August 29, 2024. This RFP and addendums are normally posted on the City's website, on the Purchasing Division's webpage. Check that webpage to see that you have received all addenda.

II. BACKGROUND

The City of Durham is seeking a Consultant or Consultant Team to lead a community-wide cultural planning process. The Consultant will be responsible for producing a cultural plan to guide future arts and cultural programming and investment. This plan's outcomes will serve to strengthen and preserve Durham's vital cultural community. The Durham Cultural Roadmap will build on the successes of the previous Cultural Master Plan, adopted by both City Council and the Durham County Commissioners in 2004. Both the City Council and County Commissioners have appropriated funds for the development of the Cultural Roadmap. The Durham Cultural Advisory Board, appointed by City Council and County Commissioners, will oversee the planning process via its "Cultural Roadmap Planning Group." In addition, Durham Cultural Advisory Board has raised funds through local philanthropic organizations to support a local creative and equitable engagement team, named the Creative Community Partners. The planning process should culminate with the City Council and County Commissioners' adoption of the new Cultural

Roadmap by 2026. Completed in late April 2024, the Durham Cultural Roadmap Phase I Report outlines potential priorities, themes and issues articulated through community engagement to address in the plan (see Appendix K).

The economic impact of the arts and cultural sector is well-documented, yet the potential for greater impact is possible. Durham’s arts and cultural sector employs residents, spends locally, drives visitors to the region, and creates shared experiences and activities for Durham residents to connect across differences. Durham Arts Council announced that Durham’s nonprofit arts and culture industry generated \$233,059,155 in economic activity in 2022, according to the [Arts & Economic Prosperity 6 \(AEP6\)](#), an economic and social impact study conducted by Americans for the Arts. That economic activity – \$148,744,106 in spending by nonprofit arts and culture organizations and \$84,315,049 in event-related spending by their audiences – supported 3,246 jobs and generated \$27,141,859 in local, state, and federal government revenue.

According to the US Census, the population of Durham County and City increased by 19% and 21%, successively, between 2010 and 2019. Since 2000, the Durham County population has increased by almost 44% — a growth rate that surpasses the state and the country by 30% and 17.6% respectively. Local arts institutions also experienced parallel growth: several of the City’s most significant organizations and facilities did not exist in Durham in 2004.

Durham’s Previous Cultural Master Plan

Durham City Council and the Board of County Commissioners approved the [Durham Cultural Master Plan](#) (CMP) in 2004. The plan had a 15-year implementation period that concluded in 2019. It includes the following vision for Durham’s cultural sector in 2020:

Durham has a vision and plan for the sustainability and continued enhancement of the cultural community. Arts and cultural offerings in Durham are effectively positioned, valued, and relevant in the community – as a creator of destination value, as an enhancement to the downtown and county-wide landscape, and as an expression of the vibrant and diverse cultures of Durham. Arts and culture are a strong economic force in building tourism and business investment in the community, and as a force in building quality of education, and quality of individual, community and family life. Durham has utilized its CMP to enhance its cultural landscape, maximize scarce resources, and provide coordinated vision and collaboration among a variety of cultural, civic, and business partners.

Durham’s [Cultural Advisory Board](#), (DCAB) is a product of the 2004 Cultural Master Plan. The Durham Cultural Advisory Board serves as an advisory body to the City of Durham’s City Council and City Manager, and the Durham County’s Board of County Commissioners and County Manager. The Board consists of fifteen members; thirteen members are appointed by the City Council, and two members are appointed by the Board of County Commissioners. The board’s functions include:

- *Partnering with the City’s General Services Department’s Arts, Culture, and Sustainable Communities Division and Durham County Engineering to advise the City and County regarding the implementation of the arts and cultural policy and to advocate for the arts in Durham.*

- *Promoting economic and workforce development through art and culture, including the recruitment and retention of cultural non-profit organizations and for-profit cultural businesses, as well as developing cooperative projects with the Arts, Culture and Sustainable Communities Division, Durham County Engineering, and other departments/agencies to engage cultural components that advance Durham's goals.*
- *Advocate for cultural development.*
- *Advise the City and County on funding for local arts and cultural organizations and facilities and advocate for private funding and for federal, state and county funding for Durham cultural organizations, programs and facilities.*
- *Advise on the implementation of any public art program the City or County might establish and advise the City and County on matters relating to public art.*
- *Advocate for public and private funding for local cultural organizations and facilities.*

Many accomplishments have been made in service of achieving the eight goals specified in the 2004 CMP, yet challenges remain in growing and sustaining a regenerative cultural community.

Current Realities for Culture in Durham

Through a variety of data collection efforts over the past three years, DCAB and several other organizations have made efforts to understand the impact of Durham's growth upon cultural organizations. In considering the future, stakeholders noted the following priorities for sustaining their organizations, programs, venues, and creative ingenuity:

- *Increased private and public funding;*
- *Availability of affordable space to create and present art;*
- *General operating funds;*
- *A marketing campaign to increase visibility and awareness of the sector;*
- *Capacity building for staff and provisions for attracting staff with specialized skills; and*
- *Increased diversity/equity training.*

At the request of Durham City Council, DCAB organized a discussion with ten independent artists and cultural workers in July 2021. Artists expressed the following concerns as obstacles to retaining artistic talent: affordability, cultural and racial equity, and access. There was consensus that a central City or City/County arts office was recommended broadly by both the independent artist and cultural leaders in the community. Other notable directives included: prioritizing local voices in leading the cultural planning process over firms not familiar with the Durham community; addressing the inequities in funding opportunities between large and small arts institutions; and centering artists and their work on civic issues at every phase of the plan.

Vision, Mission, Values, and the Cultural Roadmap Planning Group

A subcommittee of DCAB has met for the past two years to develop the foundation for the Cultural Roadmap. As a part of this work, they have developed the Cultural Roadmap Vision, Mission, and Values (**Appendix A**), and the outline for the Cultural Roadmap Planning Group's roles and responsibilities.

The Cultural Roadmap Planning Group (CRPG) will help steer the Cultural Roadmap from start to completion. The CRPG of 35 people represents a wide cross section of the community, representing the public and private sector, philanthropy, neighborhoods, education, cultural groups, artists, cultural workers, and other creatives. The CRPG members were selected by the Durham Cultural Advisory Board and act as volunteers to inform the planning process.

The CRPG's role is to advise and support the delivery of plan outputs and achievement of plan outcomes. Responsibilities include:

- Inform development of the plan, consultant scope of work and selection process;
- Shape and participate in the community engagement process;
- Advise on plan development, identify priorities, evaluation strategy, and plan outcomes;
- Monitor the plan as it develops, including risks and timelines;
- Recommend refinements to the planning process where needed; and
- Present and promote the plan to residents and elected officials.

The CRPG provides support, guidance, and oversight for the planning process. City and County staff will provide administrative support and may hold logistical responsibility for the planning process. Staff liaisons will attend CRPG meetings to report on progress and answer any questions raised by members. The Planning Group will be led by two active co-chairs, as well as two honorary co-chairs representing City Council and the Board of County Commissioners. See **Appendix B** for a full description of the Cultural Roadmap Planning Group.

Creative Community Partners

As a part of the Durham Cultural Roadmap, the City will contract with a local creative and community engagement team, called the **Creative Community Partners (CCP)**. The CCP will provide support and guidance for the planning process through creative engagement as an active team in partnership with the City, County, and Consultant.

The selected CCP will design, host, and participate in community engagement opportunities in collaboration with the selected Consultant. The Consultant will be responsible for coordinating, sharing resources and guiding information gathering with CCP, and sharing logistical responsibility for some activities within the planning process.

Creative Community Partners: Selection, Scope of Work, and Contracting

The Scope of Work for Creative Community Partners (CCP) includes:

- Collaborate in the development of an equitable engagement plan with the Consultant;
- Generate community-based artwork or creative activities to support promotion and understanding of the Durham Cultural Roadmap;
- Attend bi-weekly check-in status meetings. Attend, support and work at the Consultant's open to the public meetings. Anticipated meetings range from 50 hours to 75 hours per person for Phase II and 40 hours to 60 per person for Phase III;
- Provide feedback and guidance on engagement tools, such as surveys or questions;

- Promote and support the Phase II Community Wide Survey;
- Design, plan, facilitate and document creative, community engagement activities (at least once a month, for up to 5 months); (20 hours per person)
- Summarize and report on resident input to the City, County, Cultural Roadmap Planning Group, and the Consultant. The team will provide documentation, including written reports, photographs and video recording; and
- The number of projected work hours for individual CCP team members is at least 220 hours and up to 250 hours for the duration of the Durham Cultural Roadmap, with a livable wage of \$32 an hour.

For the selection of the CCP, the applications will be reviewed by representatives of the City, County, Cultural Roadmap Planning Group, and the Consultant. The CCP will be employed as a contractor with the City. The Call for CCP will require that candidates meet the following criteria:

- Must be artists or cultural workers, or partnered with artists or cultural workers.
- Must be eligible to work in the United States, and age 18 or older.
- The selected team may range from one to five individuals.

The CCP team members are eligible regardless of race, color, ethnicity, religion, national origin, gender, gender identification, military status, sexual orientation, marital status, or physical ability. Preference may be given to residents of the County of Durham with connections to the Durham community and/or who are connected to and aware of the history of the area. Bilingual English/Spanish is a preference (not required).

Durham Cultural Roadmap - Phase I Findings

See **Appendix K** for the summary of the Durham Cultural Roadmap Phase I report.

III. SCOPE OF WORK AND DELIVERABLES

The City is soliciting a Consultant or Consultant Team to provide comprehensive cultural planning services which, at a minimum, should include the review and collection of data, Phase I Report assessment, robust and equitable engagement, funding analysis, plan recommendations, and strategies for implementation throughout Phase II and Phase III.

The City and County entrusted the Durham Cultural Advisory Board and others to craft a vision, mission, and values statement to help Durham envision the attributes a new cultural plan could embody.

Vision

Envision a thriving arts and culture sector in Durham. Celebrate the cultural practices, histories, institutions, and individuals that define Durham’s art and culture sector. Work towards the preservation of Durham’s cultural heritage, the protection of cultural assets and the equitable distribution of

resources to artists, cultural workers, and organizations in the arts and culture sector for the benefit of all Durham residents. Welcome new stories and strive to embrace and extend Durham’s cultural community to all residents and visitors of Durham.

Mission

Create a cultural plan through inclusive, accessible, and equitable county-wide engagement that will maintain, grow, and sustain the arts and culture sector in Durham for the next decade and beyond.

Two concepts within the Vision, Mission, and Values document are critically important to the successful proposal for work solicited:

- Cultural and racial equity are essential to cultural planning. The very term “culture” has many different meanings among individuals, ethnic groups, and other self-described communities. The arts and culture of these diverse populations in Durham must be supported in the unique ways that they exist and survive. This plan must ensure access to these practices regardless of income, neighborhood, and racial/ethnic identity. Culture in Durham is not restricted to downtown. Some of Durham’s most vibrant community cultural expressions take place outside of traditional arts venues.
- Durham’s definition of art and culture is expansive. The Durham Cultural Roadmap must encompass visual arts, performing arts, literary arts, history and heritage, science, the humanities, recreation, and individual creative expression. The wide-reaching “arts and culture ecosystem” we refer to impacts the quality of individual, community, and family life in addition to tourism, investment, and economic opportunities.

In order to execute the scope of work, the Consultant will be expected to complete the following:

Phase II

Phase II at minimum should include:

- Monthly working sessions with stakeholder groups (CRGP) and bi-weekly meetings with Creative Community Partners, City and County Staff;
- Community input session(s)/active day(s) of learning and conversations (at least three, in-person) and monthly engagement community listening sessions with community members (virtual or in-person);
- Focus groups & interviews from corporate & private business (focus on philanthropy, giving, donor networks and collective fundraising);
- Phase II community wide survey, to include the reflection of themes, priorities, and vision from Phase I or other areas of interest as defined by the Consultant. The survey participates should reflective the population of Durham residents, ensuring that a representative sample is achieved. This work may include tabling existing events, door-knocking, and providing stipends to residents who participate in activities or surveys;

- Review and continue research and analysis of current arts sector, including 250+ arts and cultural groups in Durham;
- Potential operating structure & staffing for a government-based arts and cultural office or entity, including neighborhood-based arts and/or cultural centers;
- Exemplars & best practices from national and/or international organizations, cities and/or counties;
- Funding Analysis. Research and report on past, present and future funding needs, limitations, and opportunities for Durham, including innovative funding structures and sources from other communities;
- Assets & opportunities workshops with Cultural Roadmap Planning Group, Durham Cultural Advisory Board, Public Art Committee, and other stakeholders;
- Visioning Workshop(s) (at least three) with key stakeholder groups (CPRG/DCAB/PAC/Key community members); and
- Phase II Report. Draft, develop, and present a report summarizing engagement, observations, findings and funding and structure recommendations completed during Phase II, with supporting documentation, data, and notes provided to the City.

Phase III

Phase III at minimum should include:

- Visioning workshop for future scenarios with key stakeholder's groups (CRGP, staff, elected officials, community members);
- Drafting and sharing publicly the Durham Cultural Roadmap;
- Durham Cultural Roadmap goals & strategies, with initiatives and benchmarks that specify funding sources and identify existing or new organizations or individuals responsible for implementation;
- Active Day(s) of sharing, learning, and conversation with community members and key stakeholders on the proposed Durham Cultural Roadmap (2 in person/1 virtual, open to the public sessions);
- Public Presentations and feedback for Durham Cultural Roadmap;
- City Council & County Commission Presentations (up to 4 days of presentations, including work sessions and normal meetings);
- Approval and Final Adoption of Durham Cultural Roadmap.

3.01 Review Data Collection, Phase I Report and Assessment.

The Consultant must collect and analysis new and existing data (2015-2024) in order to understand the state of culture programming, facilities, and access. The analysis should provide a clear picture of participation, missed opportunities, and needs related to democratizing access to arts and culture throughout Durham.

The Consultant must:

- Conduct and document interviews with private and business sector leaders.
- Review and summarize existing documents, plans, studies, Phase I Report, and other pertinent information regarding the cultural sector in Durham, provided by the City, County, and CRPG leadership, and gathered by the Consultant.
- Conduct a review of existing data collected by City, County, and Durham cultural organizations to provide a summarization of the state of Durham’s current cultural eco-system.
- Conduct a review of audience participation in Durham's cultural programming, including an analysis segmented by demographic information (race, gender, income, etc.). Review and assessment of residents' preferences for participation, their level of interest, and their desire for additional arts and cultural activities. This analysis should review if audiences’ needs are met currently.
- Gather necessary demographic, market, and geographic information to adequately measure audience:
 - Participation (where the audiences are going now),
 - Interest (audiences’ wants but there are barriers to access), and
 - Desire (what audiences find is lacking in the community) for cultural programming.
- Provide comparative benchmarking analysis to other communities with similar populations, demographics, economic sectors, etc. to Durham or communities with compelling programs and initiatives that would be suitable for the Durham community. Consider how the communities collect data, fund the arts and cultural sector, and structure their systems:
 - What are their performance measures?
 - What funding sources are available (private, public, etc.)?
 - What support structures exist (non-profit arts organization, city/county offices of art, staffing, collective services)?
- Assessment of youth participation and access to cultural programming.
- Assessment of arts education (public schools with a focus on K-12 and secondary) and community arts education beyond the classroom (youth adult, adult programming etc.).
- Assessment of City and County public art programming, to include:
 - Preferences and desires for public art in Durham.
 - Recommendation for the development of a specific plan.
- Provide supporting documentation, data, and notes to the City.

3.02 Robust, Equitable Engagement

Develop an Equitable Community Engagement Plan and lead locally relevant, creative engagement programming and activities. This work will be completed in partnership with the Creative Community Partners. This plan will be developed with consideration for the [City of Durham’s Equitable Engagement Blueprint](#) (Appendix C). The City of Durham defines equitable engagement as creating opportunities for people to contribute to City decision-making and investing in engagement resources towards the people who are often underrepresented in participation. The Durham Cultural Roadmap’s Engagement Plan as designed and implemented by the Consultant must be robust, inclusive, and offer diverse opportunities to both gather input and review and confirm analysis.

The Consultant and the plan must include at a minimum:

- Meeting people where they are.
 - Utilizing creative activities and engagement tools, the Consultant will design, schedule, promote, facilitate, evaluate, and plan logistics for inclusive public meetings, workshops and events. The meetings should engage and meet people where they live, work, and play. “Inclusive” is defined in the City’s Equitable Engagement Blueprint, with core strategics including communication, marketing and promotion, language access, food, childcare or children's activities, ASL and Spanish on-site engagement services, free parking, and located in spaces near public transportation services.
 - The Consultant is encouraged to meet with the community through a variety of engagement activities, such as door knocking, events in the neighborhood, or at heavily trafficked businesses, meetings/events hosted in partnership with local organizations, or neighborhood groups.
- Communications and Online Engagement
 - The Consultant will develop, write, design, and release social media, print materials, and website communication including translation services for all marketing materials and website. Online Engagement includes social media platform usage (with preference for the creation of new account), website management, and online platforms for public input.
 - The City requires the use of Language Access Policies and encourages the use of Plain Language policies in all external communications from the selected Consultant.
- Collective input from all residents
 - The number of survey participants should reflect at least .05 to 2% of Durham County population (332,680), and the survey results should align with Durham’s 2022 Census demographics. City and key stakeholders will review and approve final survey language with process of revisions and approvals.
- Develop, design, manage, document (photos/notes), and promote equitable engagement activities.
 - Develop an Equitable Community Engagement Plan and lead locally relevant, creative engagement programming and activities. This plan will be developed with consideration for the City of Durham’s Equitable Engagement Blueprint (Appendix C).
 - This Engagement Plan, as implemented by the Consultant, will be robust, inclusive, and offer diverse opportunities to both gather input and to review and confirm analysis. This plan must include at a minimum:
 - Inclusive Public Meetings/Events;
 - Focused Workshops;
 - Lanaguage Access Services;
 - Online Engagement;
 - Promotion and Marketing.
- Coordinate and collaborate with a team of local Creative Community Partner(s) to provide public outreach and equitable engagement during this planning process.
 - See **Appendix C** for requirements regarding the Creative Community Partner(s).

- Prepare presentation documents and material in formats suitable and inclusive for public meetings and other public participation formats to include development/provision of:
 - Language access services (print and live communication). This includes Spanish translation and ASL services at all events, translated marketing materials, and online presence with language translations services. See the City of Durham’s Language access plan in **Appendix D**.
 - External Cultural Roadmap Project Website, with language translations.
- Host, lead, facilitate, and attend meetings and prepare meeting minutes and summaries, including monthly Cultural Roadmap Planning Group meetings with City and County staff and other applicable groups or department.
- Host, lead, facilitate, and attend meetings and prepare meeting minutes and summaries with Cultural Roadmap Planning Group Co-Chairs, City and County Staff, and other key stakeholders twice a month, or more as needed, to provide progress reports and collective planning.

3.03 Funding Analysis and Recommendations.

Provide a distillation of Durham’s existing funding strengths and opportunities. This analysis should be focused through an equity lens. How can Durham’s cultural funding resources -- private, philanthropic and government -- continue and increase support to grow this important sector? Identify critical funding needs and provide strategies for developing new opportunities so that Durham’s cultural community can continue to raise the bar for excellence. The private business sector of the community has changed dramatically in the past 20 years. The identification of the Triangle as a technical and life science hub continues, yet Durham has many new businesses with little to no corporate giving.

The Consultant and the plan must include at a minimum:

- The exploration of additional sources of revenue such as taxes, incentives, special funds, etc.
- Strategies for creating operating support from both public and private sources.
- Strategies for sustaining, protecting and supporting:
 - Durham’s cultural heritage;
 - Artists and cultural workers; and
 - New and existing cultural programs and organizations.
- Strategies that incentivize private sector engagement and funding.
- Strategies for funding increased demand for public art including operating funds for public art collection.

3.05 Structural Analysis of Durham’s Supportive Infrastructure.

Provide key analysis of Durham’s current infrastructure and future opportunities. Durham’s cultural community has many long histories and important agencies. Durham also has new organizations that are working to expand and democratize access to cultural programming, funding, and leadership. How can Durham take steps to uphold anchor institutions and foster new growth, inclusion, and access? How can Durham accomplish its goals and continue to be a unique cultural destination, celebrating all expressions, and provide overflowing options for residents and visitors alike? Consider the following:

- Support of the sector through private and public funding, and alignment and co-designing with creatives.
- Arts Access including physical access and resources.
- Arts Education, including public schools with a focus on K-12 and secondary, and community arts education.
- Affordable housing accessibility.
 - Affordable housing and creative working spaces for artists, emerging and small organizations.
- Communication & Recognition
 - Strategies for developing a vibrant culture of arts criticism.
- Development of Community Arts Centers
 - Neighborhood-based arts and cultural offerings and centers, venues and locations.
- Government-based offices of Arts and Culture are becoming increasingly more prevalent across the nation. Recommend a structure for a government office of the arts, and feasibility of a Public Art Plan.
- The Durham Cultural Roadmap plan should fully investigate strategies, based upon community input, to include:
 - Recognition of existing resources and their expansion to fill unmet and new needs;
 - Cost-benefit analysis; and
 - Strategic action plan with operational projections (including recommendations of appropriate funding level for programs and services).

The Consultant and the plan must at a minimum:

- Develop a final Durham Cultural Roadmap document that will include images, text, maps, and drawings, all available in English and Spanish.
- Revise drafts of the Durham Cultural Roadmap based on feedback and approval from the City and County staff. The drafting process must include presentations to residents, the Durham Cultural Advisory Board and its Public Art Committee, and other advisory and stakeholder groups for final feedback prior to finalizing the plan. The completed plan must include recommendations and strategies for funding and implementation.
- Prepare and deliver final presentation(s) to the Durham City Council and Durham County Commissioners during their normal public meetings for approval and adoption of the Durham Cultural Roadmap. Provide all work product (data, notes, interviews, documents, etc.).
- Prepare all required documentation to be included into a final plan.

3.05 City Staff Support.

The Project Manager will provide direction and Phase I research and data collected to date to the Consultant. The Project Manager may provide existing documentation (as requested by the consultant during final scope review) and may compile existing contact information for local representatives or organizations as needed. The Project Manager will provide and maintain key contact points for the relative bodies (Durham Cultural Advisory Board, Public Art Committee, and Cultural Roadmap Planning Group).

The Consultant will manage, at the direction of the City, the operational aspects of the project and coordinating work with the relevant parties.

The Consultant will schedule, promote, lead, and facilitate the progress meetings and engagement activities at key times during the development of the Plan. The Consultant will schedule, lead and facilitate progress meetings with the City and County staff, Project Manager and Cultural Roadmap Planning Group (40+ members) in person, or virtually as often as necessary, but in no case less than once per month until a final plan is adopted by the City Council and County Commission. The Consultant will schedule, lead, and facilitate bi-weekly (twice a month) meetings with Cultural Roadmap Planning Group Co-Chairs, the Project Manager, and key County staff to provide progress updates and other matters related to the planning process.

The Consultant must provide the Project Manager with all collected data, notes, and meeting and engagement documentation in a timely manner. The Consultant must provide at least one (1) copy of all completed or partially completed reports, studies, forecasts, maps, and plans as deemed necessary.

3.06 Compensation Amount and Schedule.

A total compensation and payment schedule will be negotiated with the successful Candidate.

Estimated total funding for this RFP is an amount not to exceed \$250,000 and is subject to change.

3.07 Definitions in this RFP: City, RFP, Proposal, Candidate, Contractor, Should.

Unless the context indicates otherwise – (a) The expressions “RFP,” “this RFP,” and “the RFP” refer to this document as it may be amended or updated. (b) “City” and “city” mean the City of Durham. (c) The “proposal” or “Bid” is the response of a person, firm, or corporation proposing to provide the services sought by this RFP. (d) The word “Candidate” or “candidate” is the person, firm, or corporation that submits a proposal or that is considering submitting a proposal. (e) The word “Contractor” or “contractor” is the person, firm, or corporation with which the City enters into a contract to provide the services sought by this RFP. That is, “contractor” generally refers to a successful candidate that has obtained a fully executed contract with the City, while “candidate” is generally reserved to the stage before a contract has been signed. (f) The word “should” is used to tell candidates what the City thinks it wants and/or what the project manager thinks is best. Candidates that want to increase the likelihood of being selected will, in general, do what the RFP says candidates “should” do, but failure to comply with all “shoulds” will not necessarily and automatically result in rejection.

IV. STANDARD CONTRACT INFORMATION

4.01 Contract.

The City anticipates that the conclusion of the RFP process will be a contract between the City and the successful candidate under which the successful candidate will provide the goods and services generally described in this RFP. It is the City's intention to use the contract that is attached as Appendix E, modified and filled in to reflect the RFP and the proposal. If a candidate objects to any of the contract, it should state the objections in its proposal.

4.02 Reserved.

4.03 Reserved.

4.04 Reserved.

4.05 Insurance.

Insurance requirements can be found in Appendix F.

4.08 State Treasurer's lists regarding Iran and Boycott of Israel.

If the value of the contract is \$1,000 or more, the following applies unless the candidate otherwise states in its proposal: the candidate affirms (by submitting a proposal) that (1) its name does not appear on the list of companies that are engaged in a boycott of Israel developed by the N. C. State Treasurer under N.C.G.S. 14786.81(a)(1) or on a list created by the Treasurer pursuant to N.C.G.S. 14786.58 as a company engaging in investment activities in Iran, and (2) it has no reason to expect that its name will appear on either of those lists. Take notice that a contract between a company named on either list and the City may be void.

4.09 Values of City of Durham regarding Treatment of Employees of Contractors.

A. Statement of City EEO Policy.

The City of Durham opposes discrimination in employment because of race, color, religion, national origin, sex, disability, familial status, military status, sexual orientation, gender identity, and protected hairstyle. Therefore, it desires that firms doing business with the City:

1. not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, familial status, military status, sexual orientation, gender identity, and protected hairstyle.
2. take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, national origin, sex,

disability, familial status, military status, sexual orientation, gender identity, and protected hairstyle. This action includes employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. state, in solicitations or advertisement for employees, that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, disability, familial status, military status, sexual orientation, gender identity, and protected hairstyle.

4. include this Statement of City EEO Policy in every purchase order for goods to be used in performing City contracts and in every subcontract related to City contracts.

B. Livable Wage.

The City of Durham encourages firms that are doing business with the City to pay a livable wage rate while working on City contracts. As of July 1, 2023, the minimum livable wage for full-time employees in Durham, North Carolina is \$18.46 per hour, or \$38,396 annually for a 40-hour work week. This rate is based on a modified version of the Universal Living Wage methodology and is tied to the livable wage rate of Durham County. More information can be found here:

<https://www.durhamnc.gov/3695/Livable-Wage-Rate-History>

4.10 Notice under the Americans with Disabilities Act (ADA.)

The City of Durham will not discriminate against qualified individuals with disabilities on the basis of disability in the City's services, programs, or activities. The City will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City's programs, services, and activities. The City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all City programs, services, and activities. Anyone who requires an auxiliary aid or service for effective communications, or a modification of policies or procedures to participate in the City program, service, or activity, should contact the ADA Coordinator at 919-560-4197 or ADA@durhamnc.gov as soon as possible but no later than 48 hours before the scheduled RFP deadline.

4.11 City of Durham Not Responsible for Preparation Costs.

The City of Durham will not pay any costs associated with the preparation, submittal, presentation, or evaluation of any proposals, qualifications or statement of qualifications.

4.12 Discretion of the City.

A. The City of Durham reserves the right to (i) reject any, any part of, or all proposals, or (ii) accept that proposal which the City deems to be in its best interest, whether or not it is the lowest dollar proposal.

B. NOTWITHSTANDING anything to the contrary in this document or in any addendums to this document, unless the contrary provision refers specifically to this provision, the City reserves the right (i) to negotiate changes of any nature with any candidate with respect to any term, condition, or provision in this document and/or in any proposals, whether or not something is stated to be mandatory and whether or not it is said that a proposal will be rejected if certain information or documentation is not submitted with it, and (ii) to enter into an agreement for some or all of the work with one or more persons, firms, or corporations that do not submit proposals. For example, all deadlines are for the administrative convenience or needs of the City and may be waived by the City in its discretion. This subparagraph B applies to the entire RFP, including the Underutilized Business Enterprise (UBE) portions.

C. Where the City asks or tells candidates to do stated things, such as that a proposal should follow a stated format or that the candidate should do stated things in seeking the contract, the City may reject a proposal because it does not comply with those requests, so the candidate is adding to its risk of rejection by non-compliance. Still, the City may, in its discretion, waive non-compliance. This subsection (C) does not limit subsections (A) and (B).

D. Of course, once a contract is signed, the parties to the contract may enforce the contract according to its terms as allowed by applicable law.

4.13 Disclosure of Proposal Contents.

All proposals and other materials submitted become the property of the City of Durham. All information, including detailed price and cost information, will be held in confidence during the evaluation process and before the contract award is issued. Thereafter, proposals will become public information.

4.14 Trade Secrets and Confidentiality.

As a general rule, all proposals and submissions to the City are available to any member of the public. However, if materials qualify as provided in this section, the City will take reasonable steps to keep trade secrets confidential.

Definitions for Trade Secrets and Confidentiality:

In this section (Trade Secrets and Confidentiality) the term “candidate” includes the candidate as contractor (that is, after it is a party to a contract with the City).

The term “trade secret” means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that: Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons.

The term “record” means all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, received by the City of Durham in connection with the candidate’s proposal.

(a) Designation of Confidential Records. To the extent that the candidate wishes to maintain the confidentiality of trade secrets contained in materials provided to the City, the candidate shall prominently designate the material with the words “trade secrets” at the time of its initial disclosure to the City. The candidate shall not designate any material provided to the City as trade secrets unless the candidate has a reasonable and good-faith belief that the material contains a trade secret. When requested by the City, the candidate shall promptly disclose to the City the candidate’s reasoning for designating material as trade secrets; the candidate may need to label parts of that reasoning as trade secrets. In providing materials to the City, the candidate shall make reasonable efforts to separate those designated as trade secrets from those not so designated, both to facilitate the City’s use of the materials and to minimize the opportunity for accidental disclosure. For instance, if only a sentence or paragraph on a page is a trade secret, the page must be marked clearly to communicate that distinction. To avoid mistake or confusion, it is generally best to have only trade secret information on a page and nothing else on that page.

To the extent authorized by applicable state and federal law, the City shall maintain the confidentiality of records designated “trade secrets” in accordance with this section. Whenever the candidate ceases to have a good-faith belief that a particular record contains a trade secret, it shall promptly notify the City.

(b) Request by Public for Access to Record. When any person requests the City to provide access to a record designated as a trade secret in accordance with subsection (a) above, the City may

- (1) decline the request for access,
- (2) notify the candidate of the request and that the City has provided, or intends to provide, the person access to the record because applicable law requires that the access be granted, or
- (3) notify the candidate of the request and that the City intends to decline the request.

Before declining the request, the City may require the candidate to give further assurances so that the City can be certain that the candidate will comply with subsection (c) below.

(c) Defense of City. If the City declines the request for access to a record designated as trade secrets in accordance with subsection (a), then, in consideration of the promises in (b) above and for considering the candidate’s proposal, the candidate agrees that it shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of the City’s non-disclosure of the records. In providing that defense, the candidate shall at its sole expense defend Indemnitees with legal counsel. The legal counsel shall be limited to attorneys reasonably acceptable to the City Attorney.

Definitions.

As used in this subsection (c), "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, fines, penalties, settlements, expenses, attorneys' fees, and interest. "Indemnitees" means the City, and officers, officials, independent contractors, agents, and employees, of the City. "Indemnitees" does not include the candidate. The City may require the candidate to provide proof of the candidate's ability to pay the amounts that may reasonably be expected to become monetary obligations of the candidate pursuant to this section. If the candidate fails to provide that proof in a timely manner, the City shall not be required to keep confidential the records whose non-disclosure gives rise to the potential monetary obligation. Nothing in this agreement shall require the City to require any person (including the City itself) to be placed in substantial risk of imprisonment, of being found by a court to be in contempt, or of being in violation of a court order. This subsection (c) is separate from and is to be construed separately from any other indemnification and warranty provisions in the contract between the City and the candidate.

VI. CONTENTS OF PROPOSAL & SUBMISSION

How to Submit a Proposal

Deadline to Submit Proposal

By or Before Friday, September 20, 2024 at 5:00 p.m. ET

Respondents must submit their proposals by using the online application platform Submittable, here:

Durham Cultural Roadmap - Submittable Website

<https://keepdurhambeautiful.submittable.com/submit>

Submittable, an online platform, is the location where respondents must upload and submit all required documents. Candidates will receive a confirmation that the proposal was submitted to the City from Submittable via email after the proposal was successfully submitted.

This is not a postmark deadline. Faxed, emailed, and hard copy mailed proposals are not acceptable. Delays caused by any delivery service, including the online platform provider, will not be grounds for an extension of the proposal due date and/or time. Any proposals received after that time will be denied. Any respondent's failure to submit their proposal before the deadline will cause their response to be disqualified. Late responses or amendments will not be opened or accepted for evaluation.

For additional help on how to use the Submittable platform, visit the Submittable Help Center: <https://submittable.help/en/>

Contents of the Proposal

Proposals are limited to twenty 8.5 x 11" pages, with preference for a PDF format. This page limit does not include required City forms. Font size shall be no less than 11 pt. Each section must be labeled accordingly. Proposals must contain the following information:

Section 1 - Statement of Interest

The Statement of Interest should include a synopsis of the Consultant and sub-consultants, the team's qualifications, the project manager and primary contact, and the project principal representing the contractual authority of the firm. Define key staff members who will be working on the project and explain their roles in the project.

Section 2 - Resumes

Provide resumes of the key staff, including the roles they will perform (principal-in-charge, project planning manager, etc.). Identify team composition if a team is proposed, including an organizational chart of team members involved. For informational purposes, please provide information or evidence of Diversity, Equity and/or Inclusion training and education by your organization or team members.

Section 3 - Project Approach and Schedule

Provide a description of the proposed approach to the project. Include a response to the preliminary scope but do not simply restate the scope. Identify key risks, challenges, and/or concerns you anticipate and any mitigation steps to achieve successful delivery. Provide a proposed project schedule, showing tasks, milestones, and deliverables, including review meetings with the City. Provide detailed experience in conducting creative and equitable community engagement. Provide experience working with local creatives to engage the community.

Section 4 - Reference Projects

Please identify recent, representative projects of a similar scope, complexity, and size performed by the proposed team. At least three should be proven, completed projects. For each project, provide references (name, title, email, and phone number), estimated and completed project budget, year(s) the project was performed, and sections of and/or completed work samples from previous projects. Identify which consultant or firm performed the work and identify the members of the proposed team's organization and the role each played in the reference project. (Optional: Project websites).

Section 5 - Compensation

Explain the entire compensation arrangement that the candidate proposes. This should include a proposal for hourly, daily and/or per project services performed by the candidate and/or by a sub-contractor. The quote should include all fees and general expenditures associated with delivery of services outlined in the scope section of this RFP. This quote will remain fixed for the duration of this contract.

Section 6 - Conflict of Interest

If the candidate has any grounds to believe there could be a conflict of interest, such as that a City employee who is involved in awarding the contract has a connection with the candidate, please explain.

Section 7 – Underutilized Business Enterprise (UBE) Participation

It is the policy of the City to provide equal opportunities for City contracting for underutilized firms owned by minorities and women doing business in the City’s Contracting Marketplace. It is further the policy of the City to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct present effects of past discrimination and to resolve complaints of discrimination. This policy applies to all professional services categories.

The design goals for this project are 8% M/UBE and 0% W/UBE. In accordance with the Ordinance, all proposers are required to provide information requested in the Professional Services Forms package included with this request. Proposals that do not contain the appropriate, completed Professional Services Forms (**Appendix G**) may be deemed non-responsive and ineligible for consideration. The UBE Participation Documentation and the Letter of Intent to Perform as a Sub-consultant documents are required of all proposers. The Request to Change UBE Participation and “UBE Goals Not Met/Documentation of Good Faith Efforts” forms are not applicable at this time.

The Department of Finance is responsible for the [Equal Business Opportunity Program](#). All questions about Professional Services Forms should be referred to department staff at (919) 560-4180.

You can print out the UBE forms that are at the end of this RFP (**Appendix G**), complete them and include as Section 7. There is a separate attachment section for these forms within the Submittable online portal. The proposal page limit, as outlined above, does not include these forms.

Section 8 - City's Non-Collusion Affidavit, Workforce Diversity Questionnaire, and Demographic Information Report.

See Appendix H (Non-Collusion Affidavit), Appendix I (Workforce Diversity Questionnaire) and Appendix J (Demographic Information Report). Appendix J will be requested as an embedded form via Submittable. Appendix H and Appendix I forms will be available to download via Submittable.

V. EVALUATION CRITERIA

If an award is made, it is expected that the City's award will be to the candidate that agrees to meet the needs of the City. A number of relevant matters will be considered, including qualifications and cost. Proposals will be evaluated against the questions set out below. A panel of community members, arts and cultural leaders, artists, and City and County staff will review the proposals based on the Evaluation Criteria in the RFP. Three to five Candidates will be invited to interview and share their presentations with the panel. After the review and interview process, the panel will recommend the final Candidate to City and County leadership. Once a majority decision has been reached, City Council will review the final Candidate's proposal and proposed contract for approval as a part of their agenda cycle. See Project Delivery Schedule for details (Section I).

7.01 Understanding of the Project — 5 points.c

- (a) How well has the candidate demonstrated a thorough understanding of the purpose and scope of the plan?
- (b) How well has the candidate identified issues and potential problems related to the plan?
- (c) How well has the candidate demonstrated that it understands the deliverables the City expects it to provide?
- (d) How well has the candidate demonstrated that it understands the City's schedule and can meet it?
- (e) Does the candidate's project adhere to the City's UBE program and goals?

7.02 Methodology Used for the Project — 15 points.

- (a) How well does the methodology depict a logical approach to fulfilling the requirements of the RFP?
- (b) How well does the methodology match and contribute to achieving the objectives set out in the RFP?
- (c) How well does the methodology incorporate contemporary practice of equitable engagement?
- (c) How well does the methodology interface with the schedule in the RFP?

7.03 Management Plan for the Project — 15 points.

- (a) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- (b) How well is accountability completely and clearly defined?
- (c) Is the organization of the project team clear?
- (d) How well does the management plan illustrate the lines of authority and communication?
- (e) To what extent does the candidate already have the hardware, equipment, and licenses necessary to perform the contract?
- (f) Does it appear that the candidate can meet the schedule set out in the RFP?
- (g) Has the candidate offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- (h) Is the proposal practical, feasible, and within budget?

- (i) How well have potential problems been identified?
- (j) Is the proposal responsive to all material requirements in the RFP?

7.04 Experience and Qualifications — 15 points.

Questions regarding the personnel:

- (a) Do the individuals assigned to the project have recent experience on similar projects?
- (b) Are resumes complete and do they demonstrate backgrounds that are desirable for individuals engaged in the work the project requires?
- (c) How extensive are the applicable education and experience of the personnel designated to work on the project? Have the personnel completed diversity, equity and/or inclusion training or education?
- (d) How knowledgeable are the candidate's personnel of the local area and how many individuals have worked in the area previously?

Questions regarding the candidate:

- (e) How well has the candidate demonstrated experience in completing similar projects on time and within budget?
- (f) How successful is the general history of the candidate regarding timely and successful completion of projects?
- (g) Does the candidate have demonstrated experience with equitable engagement?
- (h) Does the candidate have demonstrated experience working with local sub-contractors?
- (i) Is the proposed budget a realistic estimate for the services proposed?

7.05 Cost — 5 points.

- (a) Is the proposal budget practical, clear and within the City's proposed budget?
- (b) How reasonable are the candidate's cost estimates?

VI. APPENDICES

APPENDIX A. CULTURAL ROADMAP VISION, MISSION AND VALUES

The Cultural Roadmap vision, mission and values was developed by the Durham Cultural Advisory Board at the launch of the Durham Cultural Roadmap to guide the planning process.

VISION

We envision a thriving arts and culture sector in Durham. We celebrate the cultural practices, histories, institutions, and individuals that define Durham's art and culture sector. We work towards the preservation of Durham's cultural heritage, the protection of cultural assets and the equitable distribution of resources to artists, cultural workers, and organizations in the arts and culture sector for the benefit of all Durham residents. We welcome new stories and strive to embrace and extend Durham's cultural community to all residents and visitors of Durham.

MISSION

The mission is to create a plan through inclusive, accessible, and equitable county-wide engagement processes that will maintain, grow, and sustain the arts and culture sector in Durham for the next decade and beyond.

VALUES

The Cultural Roadmap planning and engagement process will follow recommendations outlined in the City's [Equitable Community Engagement Blueprint](#).

We recognize that equitable engagement requires a specific emphasis on those who are most often marginalized in these conversations. Our planning process invites participation from all residents of the community while prioritizing racial equity, engagement with youth and families, and focusing on the inclusion of historically excluded communities.

The Durham Cultural Advisory Board defines "historically excluded communities" as any group of people (by gender, ability, race, ethnicity, sexual orientation, or other identity) who have been or are currently underrepresented either numerically, systemically, in ways of power, in positions of authority, or in adequacy of resources in Durham's arts and cultural social structures.

We value collaboration, creative expression, and the labor of artists and cultural workers. We will integrate creative learning strategies into our planning and decision-making processes. We will listen to and follow the lead of artists and cultural workers, as well as audience members and participants in the arts and culture sector.

We value, acknowledge, and build upon previous advocacy work completed by artists, cultural workers, and Durham residents including, but not limited to, the [2004 Cultural Master Plan](#), the 2020 [Proposal for a Durham Independent Arts Granting Fund](#), [Historic Preservation Plans](#), the Report of the [Durham Racial Equity Task Force: An Urgent and Loving Call To Action](#) and the [Durham Comprehensive Plan](#) (in progress).

The Cultural Roadmap seeks to expand, enhance, and improve artistic and cultural opportunities for creative expression for all members of the community. We believe in the transformative power of arts and culture. We intend for the Cultural Roadmap to extend this transformative power to address contemporary issues such as neighborhood preservation, education access, mental health, safety and wellness, and upward mobility.

The planning group’s definition of art and culture is expansive. The Cultural Roadmap must encompass visual arts, performing arts, literary arts, film, history and heritage, humanities, recreation, and individual creative expression. The wide-reaching “arts and culture sector” we refer to includes cultural and educational institutions such as libraries, museums, arts-presenting venues, and nonprofit and grassroots arts organizations working in all artistic disciplines.

Art and culture are vital to the health of the community, impacting the quality of individual, community, and family life, in addition to tourism, investment, and economic opportunities. We acknowledge that the sector is foundational to Durham’s unique history, identity, strength, and future growth.

TIMELINE

The group envisioned a five-year plan. The plan will be supported by the Cultural Roadmap Planning Group. Planning Group members will be selected by the Durham Cultural Advisory Board. The City of Durham City and County cultural and public art staff will provide administrative support for the planning process.

The anticipated timeline will involve at least year of research, data collection, engagement, town halls, analysis, feedback and plan development. The Planning Group began work in November 2022 by informing development of the professional planning consultant scope of work and selection process to support a City issued solicitation process to select a professional consultant and engagement partners. All consultant contracts are anticipated to be complete in 2026. The engagement processes will be a continuous conversation with regular opportunities for confirmation and/or course correction. Engagement methods may include surveys, direct conversations, active creative practices, and digital feedback.

The completed Cultural Roadmap will be presented to residents, City Council, and the Board of County Commissioners.

Definitions

- **Cultural Roadmap:** The Cultural Roadmap, or cultural planning, is a process to assess what we, the community, like about what we have, what is missing, and what we would like to see. A Cultural Roadmap includes strategies to expand offerings, stabilize and sustain projects and organizations, examine local infrastructure, and recommend best practices.
- **Durham:** City of Durham and Durham County.
- **Arts and Culture Sector:** The wide-reaching “arts and culture sector” we refer to includes cultural and educational institutions such as libraries, museums, arts-presenting venues, and nonprofit and grassroots arts organizations working in all artistic disciplines including but not limited to

visual arts, performing arts, literary arts, history and heritage, science, the humanities, recreation, and individual creative expression.

- **Artists:** Individuals and groups who create art (such as painting, sculpture, music, or writing) using conscious skill and creative imagination.
- **Cultural Workers:** All individuals whose technical and administrative work is essential to the production of goods and services in cultural and creative industries.
- **Audiences:** Residents and visitors of Durham who attend venues for the purpose of seeing, hearing and/or otherwise encountering a cultural event or product.
- **Participants:** Residents and visitors of Durham who actively engage in cultural programming, classes, workshops, etc.
- **Historically Excluded Communities:** The Durham Cultural Advisory Board defines "historically excluded communities" as any group of people (by gender, ability, race, ethnicity, sexual orientation, or other identity) who have been or are currently underrepresented either numerically, systemically, in ways of power, in positions of authority, or in adequacy of resources in Durham's arts and cultural social structures.

APPENDIX B. CULTURAL ROADMAP PLANNING GROUP

The Cultural Roadmap Planning Group (CRPG) will help steer the Cultural Roadmap through from start to completion. The Planning Group of 35 people will represent a wide cross section of the community, representing the public and private sector, philanthropy, neighborhoods, education, cultural groups, artists, cultural workers, and other creatives. The Planning Group will be selected by the Durham Cultural Advisory Board.

What is the role of the Planning Group?

Members of the Planning Group are unpaid volunteers who will inform the planning process. The Planning Group's role is to advise and support the delivery of plan outputs and achievement of plan outcomes. Responsibilities include:

- Inform development of the plan consultant scope of work and selection process;
- Shape and participate in the community engagement process;
- Advise on plan development, identify priorities, evaluation strategy, and plan outcomes;
- Monitor the plan as it develops, including risks and timelines;
- Recommend refinements to the planning process where needed; and
- Present and promote the plan to residents and elected officials.

The Planning Group provides support, guidance, and oversight for the planning progress. City and County cultural and public art program staff will provide administrative support and will hold logistical responsibility for the planning process. Staff liaisons will attend Planning Group meetings to report on progress and answer any questions raised by members. The Planning Group will be led by two active co-chairs as well as two honorary co-chairs representing City Council and the Board of County Commissioners.

What role do CRPG members play?

Individual Planning Group members provide support and guidance for City and County staff and elected officials. Members are not responsible for managing logistical plan activities. Individual Planning Group members should:

- Understand the aim, strategy, and intended outcomes of the planning process;
- Attend monthly meetings consistently, and community engagement events as often as possible;
- Appreciate the significance of the planning process for their community, organization, and/or constituents;
- Be genuinely interested in the plan and its intended outcomes;
- Be an advocate for the planning process by doing what they can to promote its success;
- Have a broad understanding of plan development processes. In practice, this means:
 - Ensure that strategies adopted match plan goals;
 - Consider what defines success and measure if it has been achieved;
 - Review plan progress against anticipated milestones;

- Consider ideas and issues as presented;
- Advise staff on logistics;
- Help balance conflicting priorities and resources;
- Shepard communication beyond the Planning Group regarding plan progress and outcomes;
- Actively promote the completed plan; and
- Evaluate the planning process and make recommendations for successful implementation.

Planning Group members are expected to prioritize the success of the plan and the planning process. Members who are involved in other community groups or organizations, or who have expertise in a particular area, should avoid taking a narrow view of their responsibility to the Planning Group – members are expected to contribute to the planning process holistically.

How often will the Planning Group meet?

The Planning Group will normally meet monthly. More frequent meetings may be held at the beginning of the planning process. Smaller working groups formed by Planning Group members and other community members may be used as needed. Planning Group meetings are open to the public.

APPENDIX C. CREATIVE COMMUNITY PARTNERS & EQUITABLE ENGAGEMENT BLUEPRINT

The selected Consultant will work alongside the Creative Community Partners (CCP) for the Cultural Roadmap Planning Process. The CCP are composed of individuals or teams who are artists or cultural workers, or are partnered with artists or cultural workers. The City of Durham will contract with the Creative Community Partners.

Background:

An Engagement Plan will be developed for the Cultural Roadmap by the Consultant and Creative Community Partners that aligns with the goals for the Equitable Community Engagement Blueprint. The Consultant and Creative Community Partners will collaborate on design and execution of engagement.

The City of Durham published its [Equitable Community Engagement Blueprint](#) in 2018. This document serves as a planning guide for engagement for the City of Durham. Involvement of local Community Partners to plan and lead engagement is a practice adopted by the City in an effort to ensure equitable engagement in planning.

In 2019, a group of independent artists and cultural workers organized an advocacy campaign to urge Durham City Council to create a more equitable and effective infrastructure to support artists and the arts in Durham. Durham City Council tasked the Durham Cultural Advisory Board to work with this group to develop their idea into a plan that City Council could consider. This proposal made several recommendations, including prioritizing local voices in leading the next cultural planning process. In this effort, the Cultural Roadmap planning process will utilize individuals, teams, artists, and/or cultural workers, or sub-contractors that partner with artists or cultural workers to develop and implement an Engagement Plan.

Proposed Scope of Services for Creative Community Partner(s)

- Design and facilitate community engagement opportunities in collaboration with the Consultant. Engagement is expected to take place during late 2024 and 2025.
- Engagement activities will be arts-based, interactive, participatory and locally relevant.
- The Engagement Plan will include methodologies for collection and synthesis of both qualitative and quantitative data.
- Engagement activities will be designed to attract traditionally underserved residents including but not limited to demographic factors of: Age, Gender, Disability, Sexual orientation, Renter/owner, Income, Educational level, and Language.
- Collaborate in the development of an equitable engagement plan with the Consultant.
- Create community-based artwork or creative activities to support promotion and understanding of the Durham Cultural Roadmap.
- Attend bi-weekly check-in status meetings. Attend, support, and work at the Consultant's open to the public meetings. Anticipated meetings range from 50 to 75 hours per person for Phase II and 40 to 60 hours per person for Phase III.

- Provide feedback and guidance on engagement tools, such as surveys or questions.
- Promote and support the Phase II Community Wide Survey.
- Design, plan, facilitate, and document creative community engagement activities (at least once a month, for up to 5 months). (20 hours per person)
- Summarize and report on resident input to the City, County, Cultural Roadmap Planning Group, and the Consultant. The team will provide documentation, including written reports, photographs and video recording.
- The number of projected work hours for individual CCP team members is at least 220 hours and up to 250 hours for the duration of the Durham Cultural Roadmap, with a livable wage of \$32 an hour.

Creative Community Partner Selection Preferences

For the selection of the CCP, the applications will be reviewed by representatives of the City, County, Cultural Roadmap Planning Group, and the Consultant. The CCP will be employed as a contractor with the City. The Call for CCP will require that candidates meet the following:

- Must be artists or cultural workers, or partnered with artists or cultural workers.
- Must be eligible to work in the United States, and age 18 and older.

The selected Team may range from one to five individuals.

The CCP team members are eligible regardless of race, color, ethnicity, religion, national origin, gender, gender identification, military status, sexual orientation, marital status, or physical ability. Preference may be given to residents of the County of Durham with connections to the Durham community and/or who are connected to and aware of the history of the area. Bilingual English/Spanish is a preference (not required).

The City will be responsible for all aspects of procurement, contracting, management, and payment to the contractors serving as Creative Community Partners. The City retains the right to approve or reject any proposed contractors selects for any reason or no reason. The Consultant will partner with the City and the Creative Community Partners to develop the Durham Cultural Roadmap.

Compensation

The City of Durham will provide a livable wage as defined in the RFP for the Cultural Planning Consultant for the Creative Community Partners. The City retains the right to approve or reject a proposed payment schedule that fails to compensate subcontractors in a timely manner.

Equitable Community Engagement Blueprint

Introduction

The Neighborhood Improvement Services Department (NIS) works to preserve and improve quality of life conditions for Durham residents, and to encourage active participation in neighborhood redevelopment and public policy and decision making dialogue. The Community Engagement Team strives to inform, engage, partner and empower the Durham community.

The City has not executed a standardized process for conducting community engagement that is shared or adopted by all Departments. Furthermore, the City has not developed an equitable community engagement process that ensures that its outreach or information-gathering approaches include an intentional effort to engage a representation of the City's diversity. The Community Engagement Team of NIS, to match the goal of encouraging active participation in neighborhood redevelopment and public policy and decision making dialogue, has created an Equitable Community Engagement Blueprint through conversation with other departments and community leaders.

Background

The City of Durham strives to be a welcoming, diverse and innovative community. Equity and resident engagement are key components of the City's FY2019-2021 Strategic Plan, includes Advance a More Inclusive and Equitable Durham, Shared Economic Prosperity, and the Language Access Plan.

“Many current inequities are sustained by historical legacies and structures and systems that repeat patterns of exclusion. Institutions and structures have continued to create and perpetuate inequities, despite the lack of explicit intention. Without intentional intervention, institutions and structures will continue to perpetuate racial inequities. Government has the ability to implement policy change at multiple levels and across multiple sectors to drive larger systemic change. Routine use of a racial equity tool explicitly integrates racial equity into governmental operations.”

(Government Alliance on Race & Equity, 2018)

In order to create strategies for equity to achieve the City's vision of an excellent and sustainable quality of life for all residents, the City must engage the community in an equitable way.

“The planning process lays the groundwork for all the decisions and strategies that contribute to equitable development...an Equitable Development project must be responsive to existing neighborhood conditions and people who may be affected by the project” (CUNY Institute for State & Local Government, 2018)

On August 6, 2018, City Council directed staff to “create an engagement plan that will allow the City to create a racial equity plan regarding the Belt Line.” This request was made in response to resident concerns about the equity of the engagement previously conducted for the Durham Belt Line Trail Master Plan. To guide this engagement plan and other future engagement efforts, the City’s Community Engagement Team began the development of this Equitable Community Engagement Blueprint.

During the 90-day period following the City Council directive, the Community Engagement Team met with community members and City staff to develop this Blueprint. The process outlined in this document was refined and applied to create the Durham Belt Line Trail Equitable Engagement Plan. Portions of the Blueprint also informed the community engagement for the disposition of surplus property located at 103 S. Driver St.

The City consults with thousands of community members each year to gather feedback on multiple initiatives and projects. These efforts have informed and guided the development of numerous City initiatives, policies, and codes. It is essential that, as a community, the City can build on existing trust and address inequities at all levels. This Blueprint will expand on existing successes provide consistent, meaningful and equitable engagement opportunities.

Goal

This Blueprint was developed to advance equitable community engagement across the City of Durham by offering specific guidelines that can be adapted and replicated across City initiatives. It prescribes intentional engagement methodologies and procedures to ensure historically underrepresented communities are included in the City’s planning and decision-making processes. The Blueprint includes recommendations for prioritizing the expenditure of engagement resources in underrepresented communities, specifically residents that will be most impacted by City initiatives. The goal of this Blueprint is measurable equitable engagement, increased awareness of City initiatives, minimized adverse effects and maximized benefits for low-wealth communities and communities of color.

Key Blueprint elements:

- Define equitable community engagement
- Identify the key components of an equitable engagement plan
- Offer engagement strategies and tools to guide City engagement efforts

Use

*Equitable Community Engagement Blueprint, page 2
Draft, November 2018*

This document is a guide to help City staff equitably engage the community as they develop and complete City initiatives. This guide is not a one-size-fits-all blueprint, and not all City initiatives will require a detailed engagement plan. Impact will be the determining factor for use of the Blueprint.

The Blueprint will remain a working document with current and upcoming initiatives serving as pilots to build increasingly effective equitable community engagement strategies. To further expand this Blueprint, intentional community engagement is required.

Foundations of Equitable Community Engagement

What is Community Engagement?

Community engagement is any process that seeks the community's input to ensure that the City's decision-making is well informed. For the City of Durham, community engagement creates opportunities for people to contribute to City decision-making.

Engagement helps build cooperative and trusting relationships between the City and the community.

“Meaningful community engagement is about having representation from the whole community, not just a small voice, but hearing from all people. It is about an open, two-way dialogue. It gives opportunities for the community to propose ideas and come up with collective solutions. It is about offering an effective, inclusive approach to seek diverse opinions. And, it is an ongoing conversation that allows the community to help define and shape the City's future.” (City of Mississauga, 2017)

Principles of Community Engagement

The City should adopt a set of values and principles to guide community engagement. Below are example principles from another City.

- *Right to be involved*
- *Contribution will be thoughtfully considered*
- *Recognize the needs of all*
- *Seek out involvement*
- *Participants design participation*
- *Adequate information*
- *Known effect of participation*
- *(City of Minneapolis, 2016)*

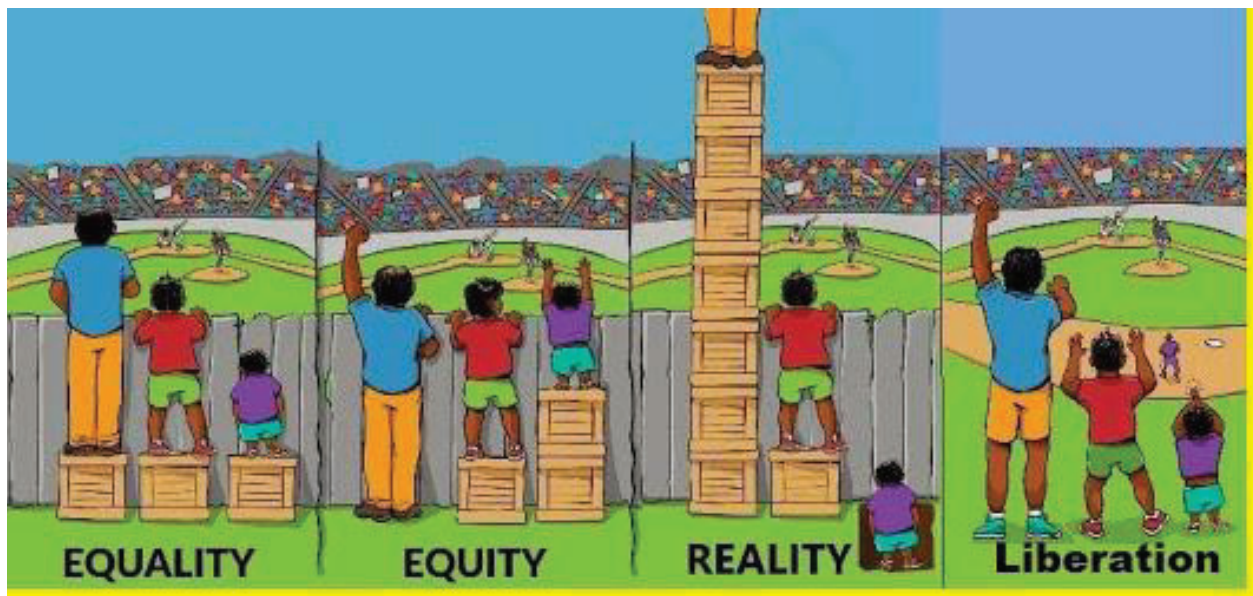
Plans generally cover these themes: accessibility, accountability, power-sharing, inclusion, information, timeliness, transparency. The principles the City chooses to adopt should be rooted in racial equity.

What is Equitable Community Engagement?

Community engagement alone is not enough. It needs to be equitable. For engagement to be equitable, it must aim for participation from a group representative of a community's geography, race/ethnicity, age, gender, and other demographic characteristics. It must place specific emphasis on those who will be most adversely impacted by the project and those who are most often marginalized in these conversations.

"Regions are equitable when all residents, regardless of their race/ethnicity, nativity, neighborhood of residence, or other characteristics, are fully able to participate in the region's economic vitality, contribute to the region's readiness for the future, and connect to those region's assets and resources. Even further, those in leadership positions ask who needs to be at the table in each discussion and ensures they are invited." (Turner, 2015)

Equitable Community Engagement starts by recognizing the reality that systemic barriers cause certain populations to have less access to city processes. To overcome those barriers, the City must invest engagement resources towards the people who are often underrepresented in participation.



(Achievement Network, 2018)

Key Components for Equitable Community Engagement

Shift the engagement paradigm.

For engagement to be equitable, the paradigm must shift to measure who participated, in addition to how many people. The onus is on the City to invest the resources to ensure underrepresented demographics have a voice in the process. It is not enough to say someone is not in the room, the City must ask why.

Collect baseline data.

Developing a baseline of who is currently participating in government processes is critical towards creating equitable engagement plans. Data will allow the City to know who is underrepresented in engagement to create intentional strategies to reach them.

Center race in any equitable engagement.

*Equitable Community Engagement Blueprint, page 5
Draft, November 2018*

The United States and Durham have been stratified historically by race with racism ingrained in all institutions. For this reason, race is going to be a central component of any equitable engagement plan. Intentional efforts centered on race are critical to repairing the trust necessary for true authentic engagement.

Also measure age, gender, disability, sexual orientation, renter/owner, income, educational level, and language.

While centering race, the City will also measure age, gender, disability, sexual orientation, renter/owner, income, and educational level. Many of these categories are underrepresented and will be important towards creating the baseline to inform future strategy. The City must also focus on the intersections of identities in data collection because people hold onto multiple identities. These categories are not all inclusive and as outreach is conducted, the City needs to allow for flexibility to allow for other demographic data to be included.

Go to community.

To reach community members that are less likely to participate in government processes because of structural barriers, the City needs to go to the community. If the City expects community to always come to them, the people with the least amount of barriers will continue to participate. Going to the community can include a variety of engagement activities, such as door knocking, events in the neighborhood or at heavily trafficked businesses, meetings/events hosted in partnership with local religious organizations or neighborhood groups.

History matters. Understand previous government impacts.

The United States and City of Durham have a long history of racism embedded into government structures and decisions. Staff conducting engagement must know the history of the area. For example, when conducting outreach in Hayti, the history of Durham Freeway and the impact on the residents is critical. When engaging residents in Northeast Central Durham, knowing the history of redlining is important.

Be flexible. There will be shifts to the process.

The City must work from the assumption it is possible to engage every population in the City. If methods did not reach a group representative of the population of the city, methods will be altered. Benchmarks need to be numerical and based on whom the City is reaching. Different methods will be tried until the people who will be most adversely impacted and underrepresented are at the table. This is key to transparency principles and important for long-term trust.

Establish accountability groups consisting of underrepresented groups.

When the City creates steering committees or other groups intended to represent resident needs, there must be intentional efforts to ensure historically underrepresented groups are actively participating.

Steps to Build an Equitable Community Engagement Plan

This five-step approach is designed to help project teams develop a coordinated plan for equitably engaging the community.

Step 1: What level of engagement should we use?

Step 2: Who should we engage?

Step 3: How should we engage?

Step 4: How will we measure successful engagement?

Step 5: How will we build for the long-term?

Step 1: What level of engagement should we use?

1a. Be Transparent

Why it Matters

Transparency is one of the most important elements of any engagement. Many communities do not engage because they do not trust the government. They have participated in processes before, only to feel like their voices weren't heard. This step is essential to clearly communicating about the project and setting community expectations for involvement.

Questions for Planning

- What decisions have already been made? How?
- Who has already been part of the discussions?
- Where is there still room to influence the project?
- What is the timeline?
- What money has been spent already? What money is budgeted? What money is being applied for (grants, etc)?

Information Sources

- Project Departments

1b. Define the Impact

Why it Matters

Not all City initiatives require the same level of engagement. Engagement efforts differ based on the impact in residents' lives. For example, closing a street for a day impacts a resident differently than developing a new master plan for parks in the city.

Information Sources

- Project Departments
- Community Partners

Questions for Planning

For example, the City of Arlington uses the following indicators to help decide the appropriate engagement level for a capital projects. (*Arlington County's Office of Communications and Public Engagement, 2018*)

	✓	Indicators for Engagement Level
Communicate		Project would not interrupt service and/or traffic for an extended period of time (typically < one month)
		Residents and/or businesses would not be disrupted for an extended period (typically < 6 months)
		Project is a direct replacement of infrastructure, materials or other in the same location
	✓	Indicators for Engagement Level
<i>Communicate &</i> Consult		Project addresses a public health and/or safety concern
		Project would not cause loss of or significant** change to facility, program or service to community
		Project changes may be triggered by legislative, regulatory or policy requirements.
	✓	Indicators for Engagement Level
<i>Communicate, Consult &</i> Involve		Project included in approved County Plan (e.g., Master, Sector, Corridor, CIP)
		Project would fundamentally change the size, capacity, and/or intensity of use of space, roadway, etc.
		Project would cause loss of or significant** change to a facility/program/service for broader Arlington
		Project could have significant** impacts on nearby residents and/or businesses (e.g., health/safety, traffic, parking, loss of mature trees, adverse construction impacts)
		Strong community interest (support, concern, differing views, opposition) anticipated for project
	✓	Indicators for Engagement Level
<i>Communicate, Consult, Involve &</i> Collaborate		Project not a capital maintenance or operations project
		Multiple commissions and/or advisory boards would typically provide input on this type of project
		Project did not originate from a previously approved County Plan (e.g., Master, Sector, Corridor, CIP)
		County Board/County Manager has provided high-level direction (e.g., construction of public buildings, studies)

* Levels of engagement are adapted from the IAP2 spectrum published by International Association of Public Participation; see www.iap2.org.

** Significance can be assessed, in part, by answering context questions in Step 1.

1c. Identify the Engagement Level

Why it Matters

Engagement efforts differ based on the impact in residents' lives. Based on perceived impact, departments will decide on the level of engagement needed. Departments need to maintain flexibility because the City could underestimate impact and need to increase the level of engagement after the project begins. The level of engagement also helps identify appropriate engagement methods, as depicted in the IAP2 spectrum below. This framework, from International Association of Public Participation, is one of the most widely used tools for community engagement. (IAP2, 2018)

Questions for Planning


- What do we think could be the impact of the project on the community? On the city?
- What is the goal of our engagement?
- What is the level of engagement? (inform, consult, involve, collaborate, empower)
- To meet this goal, what do we seek from community members?

Information Sources

- Project Departments
- Community Partners

iap2 public participation spectrum

developed by the international association for public participation



	INFORM	CONSULT	INVOLVE	COLLABORATE	EMPOWER
PUBLIC PARTICIPATION GOAL	To provide the public with balanced and objective information to assist them in understanding the problems, alternatives and/or solutions.	To obtain public feedback on analysis, alternatives and/or decision.	To work directly with the public throughout the process to ensure that public issues and concerns are consistently understood and considered.	To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution.	To place final decision-making in the hands of the public.
PROMISE TO THE PUBLIC	We will keep you informed.	We will keep you informed, listen to and acknowledge concerns and provide feedback on how public input influenced the decision.	We will work with you to ensure that your concerns and issues are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.	We will look to you for direct advice and innovation in formulating solutions and incorporate your advise and recommendations into the decisions to the maximum extent possible.	We will implement what you decide.
EXAMPLE TOOLS	<ul style="list-style-type: none"> • Fact sheets • Websites • Open houses 	<ul style="list-style-type: none"> • Public comment • Focus groups • Surveys • Public meetings 	<ul style="list-style-type: none"> • Workshops • Deliberate polling 	<ul style="list-style-type: none"> • Citizen Advisory committees • Consensus-building • Participatory decision-making 	<ul style="list-style-type: none"> • Citizen juries • Ballots • Delegated decisions

Step 2: Who should we engage?

2a. Define the Engagement Audience

Why it Matters

Equitable engagement involves participation from a group representative of the community, with emphasis on those most impacted by the project and those most often underrepresented. The populations most at risk and historically underrepresented will be the priority of equitable engagement efforts. Critical demographic factors to discuss are, but not limited to...

- age
- gender

Questions for Planning

- What are the demographics...
 - of residents and organizations who will be impacted?
 - of the City?
- Which groups of people...
 - are more vulnerable to impacts?
 - are historically less likely to participate in engagement ?
 - are usually overrepresented in City engagement processes?

*Equitable Community Engagement Blueprint, page 10
Draft, November 2018*

- disability
- sexual orientation
- renter/owner
- race/ethnicity
- income
- educational level
- language

Information Sources

- Dataworks
- Project Departments
- Community Partners

2b. Identify Community Partners

Why it Matters

Trusted local organizations and leaders have the ability to more effectively engage groups that are less likely to participate in City processes.

Working through these partners is critical to encourage participation of the populations most likely to be adversely impacted or historically underrepresented populations in our engagement planning. The more the City is able to partner with trusted community groups throughout the process, the more equitable the outreach will be.

The partner organizations should be rooted in the community and their membership and staff should be representative, and comprised, of hard to reach groups.

These community partners should be involved in planning engagement. The City should also resource these organizations to ensure that their partnership does not have an adverse impact on the organizations or community leaders.

Community partners should be included in planning engagement efforts.

Questions for Planning

- Who are the trusted groups / leaders that work with impacted populations in this area?
- Are there community led projects or activities in the area?
- What non-people assets in the area may assist with engagement? (e.g. parks)
- What resources are necessary to support the partnership?

Information Sources

- NIS Community Engagement
- Community Partners

2c. Coordinate with Government Departments

Why it Matters

A lack of coordination between City community engagement efforts is naturally inequitable. (Which groups have time to participate in 10 surveys and three public meetings in one week?) The City has dozens of projects occurring simultaneously, often impacting the same groups and the same geographies. Neighborhoods and community members are constantly affected by

Questions for Planning

- What other City departments should we coordinate with?
- What other feedback do we expect?
- What other City projects connect with this project?
- What does the City already know?
- Community concerns?
- Community history?

an intersection of issues. By coordinating engagement related to City initiatives that impact the same populations, City and resident resources may be used more efficiently, and engagement overall improves. Coordinating department should be collaborating in planning engagement efforts. Reallocating engagement resources will create additional capacity to execute equitably. Departmental coordination will free up resources previously used for multiple, uncoordinated engagement processes. In addition, to effectively go to community to engage, the City will host fewer meetings, freeing up additional staff resources.

- Information collected from departments? (e.g. surveys)

Information Sources

- Government Departments

Step 3: How should we engage the community?

3. Define Potential Barriers and Opportunities

Why it Matters

In order to engage populations that are most at risk and historically underrepresented in City engagement, the City must understand the barriers they face.

Barriers may be physical (e.g. lack of childcare or transportation) and invisible (e.g. lack of trust in government institutions).

- Lack of childcare- Provide childcare
- Lack of transportation- Go to their home / neighborhood
- Varying work schedules- Vary engagement times
- Lack of trust- Partner with a local community group

By defining every barrier, the City can create strategies to overcome them. It is especially valuable to identify opportunities within the community to address barriers, such as hiring a community childcare provider to provide childcare during an engagement event. This asset-based perspective helps use provide more accessible engagement opportunities.

Questions for Planning

- What barriers might prevent certain populations from participating?
- How can we overcome?
- What engagement method might be best?
- Additional resources we need to be accessible? (e.g. translation, transportation)
- What opportunities exist within the community that help overcome those barriers?

Information Sources

- Community Partners
- NIS Community Engagement

Step 4: How will we measure successful engagement?

4. Collect Data & Evaluate

Why it Matters

Measuring participation is the only way to ensure equity.

Throughout every stage of our process, the City needs to collect demographic data from participants. By comparing this information to the identified audiences and the City overall, the City will know how well City residents are being engaged. Regular evaluation of this engagement information will help the City understand which strategies work, which ones don't, and help adjust engagement efforts accordingly.

This data will help keep the City accountable for equitable engagement. As these practices evolve, the City needs to carefully the role of privacy and intersectionality in data collection and evaluation. (For example, a woman of color who is renter might have from a women of color who is a homeowner.)

Questions for Planning

- What demographic data will we collect?
- What benchmarks are we comparing demographic data to?
- How will we evaluate success?
- How will we decide to shift our methods if we are not reaching the most impacted and most often underrepresented?

Information Sources

- Project Departments
- Dataworks

Step 5: How will we build for the long-term?

5a. Grow Community Capacity

Why it Matters

Engagement that builds community capacity will create a stronger partner for the future, and help increase trust between the City and the community.

Community organizations are critical to any equitable engagement efforts, but most of the trusted organizations are under resourced. In addition to providing resources for the specific project, it is important to brainstorm how efforts can help build the long term capacity of these organizations.

Through regular City partnership with community-rooted organizations, these organizations will increase their ability to engage effectively.

Questions for Planning

- How will share information about local groups for people to get involved with?
- How will we provide training opportunities for existing and potential leaders?
- How will we connect groups to resources and grant opportunities?

Information Sources

- Community Partners
- NIS Community Engagement

5b. Continue Engagement

Why it Matters

Questions for Planning

*Equitable Community Engagement Blueprint, page 13
Draft, November 2018*

Inequitable development and inauthentic engagement has created a lack of trust that serves as a barrier to true engagement with marginalized communities. To overcome that barrier, the city needs to have consistent engagement, beyond one time projects. The City will always have the need to engage impacted communities. Community Engagement is long term and relational. Relationships will support future community engagement.

- How will we ensure those engaged know the impact they had on the process?
- How will we maintain relationships with residents and groups?
- How will we support community groups after the project is over?

Information Sources

- Project Departments
- NIS Community Engagement

Implementation

Roles

Neighborhood Improvement Services' Community Engagement Team will serve as consultants to develop equitable community engagement plans. Using the Blueprint, they will assist departments in developing engagement plans and identifying the community-rooted organizations to partner with during the process.

Next Steps

To effectively implement an equitable community engagement strategy, the City needs to take the following actions:

1. **Adopt definitions of key components of equitable community engagement.**

These elements are essential to engagement work. To encourage citywide adoption of these elements, it is important for these components to be adopted and promoted by the City Council.

- Core Principles of Community Engagement
- Definition of Equity
- Data standards and benchmarks

2. **Expand this Blueprint.**

This document, created in less than three months with limited input from City and community partners, represents key components for equitable community engagement. However, it does not represent a comprehensive City strategy for equitable community engagement. To develop such a strategy requires more time and engagement from City and community partners. This process will be continuously improved as the City pilots the Blueprint and uses it to develop engagement plans for various City initiatives.

3. **Develop a strategy for implementing the Blueprint.**

The shift to an equitable, coordinated community engagement process will require reallocation of resources, adoption of new processes and tools (such as a shared survey platform), and training opportunities to develop staff and community capacity to lead equitable community engagement (such as individual training for awareness, understanding, strategizing to overcome implicit bias).

Resource Cited

Achievement Network. (2018). *Equity in education*. [online] Available at:

<https://www.achievementnetwork.org/onetblog/eduspeak/equity-in-education>.

Arlington County's Office of Communications and Public Engagement (2018). *A Six-Step Public Engagement Guide For Capital Projects*. [online] Available at: <https://arlingtonva.s3.dualstack.us-east-1.amazonaws.com/wp-content/uploads/sites/21/2018/03/Six-Step-Public-Engagement-Guide-for-Capital-Projects.pdf>

City of Minneapolis (2016). *Blueprint for Equitable Engagement*. [online] Available at:

<http://www.minneapolismn.gov/www/groups/public/@ncr/documents/webcontent/wcmstp-187047.pdf>

City of Mississauga (2017). *Our Community Engagement Strategy*. [online] Available at:

http://www7.mississauga.ca/documents/pb/planreports/2017/Community_Engagement_Strategy_Web_Final_July.27.2017.pdf

CUNY Institute for State & Local Government (2018). *Equitable Development Guidelines*. [online] Available at:

http://www1.cuny.edu/sites/islg/wp-content/uploads/sites/5/2018/08/ISLG_EquitableDevelopmentGuidelines-updated.pdf

Government Alliance on Race & Equity (2018). *Racial Equity Toolkit: An Opportunity to Operationalize Equity*. [online]

Available at: https://www.racialequityalliance.org/wp-content/uploads/2015/10/GARE-Racial_Equity_Toolkit.pdf

IAP2 (2018). *IAP2's Public Participation Spectrum*. [online] Available at:

https://cdn.ymaws.com/www.iap2.org/resource/resmgr/foundations_course/IAP2_P2_Spectrum_FINAL.pdf

Turner, S. (2015). *Research Triangle Equitable Growth Profile: Strengthening the Research Triangle for Economic Success*.

[online] Available at: http://www.policylink.org/sites/default/files/Triangle_J_Profile_Final_31March2015.pdf

Resources Consulted

City of Atlanta (2018). *Atlanta Community Engagement Playbook*. [online] Available at:

<http://ourcommunity.is/engaged/documents/Atlanta-Playbook.pdf>

City of Edmonton (2017). *The Council Initiative on Public Engagement: New Public Engagement Practice and Implementation Roadmap Final Report*. [online] Available at:

https://www.edmonton.ca/programs_services/documents/NewPublicEngagementPracticeandImplementationRoadmapFinalReport.pdf

City of Guelph (2015). *Community Engagement Framework*. [online] Available at: http://guelph.ca/wp-content/uploads/CEF_Framework_2015.pdf

City of Issaquah (2017). *Public Engagement Toolkit*. [online] Available at: <http://issaquahwa.gov/toolkit>

State of Queensland (2017). *Community engagement toolkit for planning*. [online] Available at:

<https://dilgprdr.blob.core.windows.net/general/Communityengagementtoolkit.pdf>

Blueprint created by Department of Neighborhood Improvement Services Community Engagement Team, with input from City staff and community leaders.

*Equitable Community Engagement Blueprint, page 16
Draft, November 2018*

APPENDIX D. CITY OF DURHAM LANGUAGE ACCESS PLAN

See below.



Subject: Language Access Plan
Effective Date: 6/14/2019
Department: Public Affairs
Revised Date: [Policy Revised Date]

Revision: 1
Policy Number: PA-7-1
Rescinded Date: [Policy Rescinded Date]

City Manager

To All City Employees:

I. Purpose

This Language Access Plan serves as a management tool to ensure compliance with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance, including a local government and its departments, from discriminating on the basis of race, color or national origin in the provision of any program or activity. The federal government interprets discrimination based upon national origin to include failure to ensure that persons who have “*limited English proficiency*” (LEP) can effectively participate in, or benefit from, federally assisted programs. Therefore, persons who, as a result of national origin, do not speak English as their primary language and who have limited ability to speak, read, write or understand English may be entitled to language assistance under Title VI in order to receive a particular service, benefit, or encounter.

The United States Department of Justice has published the *Language Access Assessment and Planning (LAAP) Tool for Federally Conducted and Federally Assisted Programs* to provide language access guidance for agencies that receive federal financial assistance. Pursuant to that guidance, the City of Durham has adopted this Language Access Plan and included policy directives to ensure meaningful access to its programs and activities by LEP persons, as well as to provide better and more widespread communication with the members of the Durham community.

The primary purposes of this Language Access Plan (LAP) are to serve as a commitment on the part of the City of Durham to effectively communicate with broader segments of the Durham public and to provide a foundation for a uniform and citywide policy to provide meaningful access to serve persons who are LEP.

II. Policy

This Plan will apply to the City of Durham, including sub-recipients, as may be defined under federal program requirements. The City will also ensure that LEP individuals are provided meaningful access to benefits and services provided through contractors or service providers receiving applicable sub-grants from the City.

III. Definitions

- a. **Limited English Proficient (LEP) Individual** – Any prospective, potential or actual recipient of benefits or services from the City who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with the provider of services.

- b. **Vital Documents** – Any documents that are critical for ensuring meaningful access to the City’s major activities and programs by beneficiaries generally and LEP persons specifically. Whether or not a document (or the information it solicits) is “vital” may depend upon the importance of the program, information, encounter, or service involved, and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner. Such documents may include, but are not limited to:
 - applications and consent forms;
 - program related compliance plans;
 - fair housing information;
 - citizen participation plans and letters containing important information regarding participation in a program;
 - notices pertaining to the reduction, denial, or termination of services or benefits, the right to appeal such actions, or that require a response from the beneficiary, and
 - notices advising LEP persons of the availability of free language assistance.

Programs will be assessed by the City periodically and across various activities to determine what documents are “vital” to the meaningful access of the LEP population they serve.

- c. **Substantial Number of LEP** – 5% or 1,000 people, whichever is smaller, and are potential applicants or recipients of City services and speak a primary language other than English and have limited English proficiency.
- d. **Meaningful Access** – The ability to use services and benefits comparable to those enjoyed by members of the mainstream cultures. It is achieved by eliminating communication barriers and ensuring that the client or potential client can communicate effectively.

IV. Procedure

- A. Person/Department Responsible for Plan Oversight, Implementation, and Compliance

The City Manager shall assign appropriate resources to facilitate access to City services and programming and serve LEP persons.

- B. Identification and Assessment of LEP Communities

The City enjoys strong relationships with communities of various ethnicities and races. As such, it is committed to ensuring equal access to City services and programming to as broad a cross-section of the Durham Community as possible.

As recommended in the Federal LAAP tool, this Plan provides guidance for the City in meeting the needs of distinct populations that are considered to be LEP in “substantial number,” which is defined as 5% or 1,000 people, whichever is smaller, who are potential applicants or recipients of services and programs provided by the City of Durham. According to citydata.com, Durham’s population as of 2016 reflects the following: White: 39.4% (103,678); Black: 37.9% (99,633); **Hispanic: 14.3% (37,672); Asian: 5.3% (13,885)**; other races: 3%. Based on 2016 U.S. Census Bureau data (American Community Survey,) the most common language spoken in LEP households in Durham where the related population also meets the “substantial number” criteria is Spanish. Durham LEP residents whose primary language is Spanish number approximately **4,828 persons or 4.54% of Durham’s population.** The next most prevalent LEP household languages in Durham include Mandarin and Cantonese, which, taken together, are spoken in

approximately 385 LEP households, which is less than 1% (.036%) of Durham's population.

1. Frequency of Contacts: Based on a self-assessment to discover how often City departments serve LEP residents and their respective method(s) of communicating with these individuals, the following was concluded:
 - a. Four departments/divisions have five or more interactions with LEP residents on a weekly basis, including one department with up to 200 interactions;
 - b. Fire and Police Departments interact with LEP individuals daily;
 - c. Two departments formally track LEP interactions (NIS and DPR);
 - d. The lack of translated written materials and signage were noted as barriers to effective communication with LEP individuals;
 - e. Six departments noted that they experienced culture-related difficulties in communicating with LEP residents even though they provided interpreters;
 - f. Twenty-two departments utilize bilingual employees to translate or interpret materials/conversations, noting that this method is challenging because it disrupts the bilingual employees' core job responsibilities;
 - g. Ten departments have utilized telephonic translation services;
 - h. Two departments have contracted with in-person interpreting services; and
 - i. Five departments have partnered with community volunteers or nonprofit organizations to provide translation/interpretation services.
 - j. In addition to the self-assessment, the City also hosted a focus group+ session where 10 residents whose primary language is Spanish provided insight based on their experiences accessing or attempting to access a City program or activity. According to this focus group, Spanish-speaking LEP residents sometimes encounter a variety of barriers, including:
 - k. Lack of interpreters or bilingual personnel who can provide immediate service, especially at the administrative level;
 - l. Fear and lack of trust when providing sensitive information to staff;
 - m. Poor quality of interpretation services provided by staff; and
 - n. Lack of knowledge and understanding regarding municipal processes and procedures.

2. Provision of Notice to Spanish-speaking LEP Applicants/Recipients: The City of Durham will take appropriate steps to inform all applicants, recipients, community organizations and other interested persons, particularly those whose primary language is Spanish, of the provisions of this Plan.
3. All City Departments Have a Responsibility to Ensure Compliance with the LAP
4. Locations Within the City Where Signs Will Be Posted: Title VI information posters shall be prominently and publicly displayed in waiting/reception areas in buildings where a department operates, when possible. Other Spanish language identification signs will be posted in visible areas to inform residents and program participants of their right to free Spanish language assistance services, invite them to request Spanish language assistance, and inform them of the process for filing a complaint if Spanish language services are not provided in accordance with the Plan.

Similarly, the City will include a statement in outreach material that invites participation in federally funded services and programs, informs participants of their right to free Spanish language assistance services, invites them to request Spanish language assistance, and informs participants of the process for filing a complaint if Spanish language services are not provided in accordance with the Plan. This statement in outreach materials will not be included in outreach materials that are available in Spanish and, thus, accessible for Spanish-speaking LEP residents.

Public dissemination may also include the City's website, government television, broadly distributed brochures/pamphlets, signage and announcements on buses (e.g. posters inside vehicles), the insertion of Title VI language in contracts when appropriate, and the annual publishing of the Title VI Policy statement in the City's newspaper of record.

5. Provision of Services to LEP Applicants/Recipients:

- a. Assessing linguistic needs of potential applicants and recipients: City departments will assess the language needs of the population to be served by identifying
 - The language needs of each LEP applicant/recipient
 - The points of contact where language assistance is needed
 - The resources needed to provide effective language assistance, including the location, availability, and arrangements necessary for timely use
 - Other assessment tools, including feedback from community surveys and community engagement interactions
- b. Determining the language needs of the population(s) to be served: The City will conduct annual assessments to include:
 - Population statistics obtained from the Census or the American City Database
 - An assessment of the number of people in the community whose primary language is a language other than English and who have limited English proficiency. To identify the languages and the number of LEP individuals who speak these languages, the City will review the following: Census data, School system data, and/or Reports from federal, state, and local governments
- c. Determining the language needs of each applicant/recipient: The City is committed to complying with Title VI, which requires that it provide language assistance to LEP foreign language speakers who comprise a “substantial number” of Durham residents. According to current demographics and data, that means that the City has a legal obligation to provide language assistance to LEP residents whose primary language is Spanish and do not speak English very well. The City may also use a designated language service provider for interpretation and/or translation assistance for LEP residents who speak a language other than Spanish when it is feasible and resources allow.

At the first point of contact, to determine the language needs of the applicant/recipient, the City representative may:

- Use multi-language identification cards or a language list to determine the customer's preferred language
- Contact a language service provider contracted by the City
- Request the assistance of bi-lingual or multi-lingual employees

Staff will not solely rely on their own assessment of the English proficiency of the applicant or recipient in determining the need for an interpreter. If an individual requests an interpreter, an interpreter may be provided, either with internal resources (multi-lingual employees) or a language service identified by the City. The client's own declaration of his/her language preference will be used to establish the client's primary language.

- d. Provision of bilingual/interpretive services: The City will ensure that effective bilingual interpretive services are provided to serve the needs of the non-English speaking population. The provision of bilingual interpretive services will be prompt without undue delays. This requires language services to be available during all normal operating hours, unless impractical. This requirement may be met by one of the following:
- An interpretation and translation service(s) that provides service 24 hours a day, 7 days a week, as contracted or otherwise procured by the City.
 - Bi-lingual employees currently employed by the City.
 - Individuals or organizations in the community that provide interpretation services will be maintained for scheduled meetings and events. Departments are responsible for securing and paying for these services.

6. Interpreter Standards:

- a. Those providing bilingual/interpretive services will meet the linguistic and cultural competency standards set forth below. The City will ensure that the interpreters and designated staff (and contractors) have received proper screening. Approved language providers must be able to:

- Fluently and effectively communicate in both English and the primary language of the LEP individual
 - Accurately and impartially interpret to and from such languages from English
 - Have a basic knowledge of specialized terms and concepts used frequently in the provision of the City's services
 - Understand the obligation to maintain confidentiality
 - Understand the roles of interpreters and the ethics associated with being an interpreter
- b. The Human Resources Department will provide testing to ensure the competency of staff who receive Language Incentive Pay in accordance with City policy HRM-406.
- c. Using family members or friends as interpreters:
- Applicants/recipients may provide their own interpreter; however, the City representative will not require them to do so.
 - The City representative will first inform an LEP person, in the primary language of the LEP person, of the right to free interpreter services and the potential problems for ineffective communication. If the LEP person declines such services and prefers to provide an interpreter (family or friend), the person may be used only if it would not compromise the effectiveness of services or violate the LEP person's confidentiality. (The City's language service provider may be used in order to inform the LEP person of their rights and responsibilities and the confidentiality concerns.)
 - The City staff person will document that an offer of interpreter services was made and rejected, that the individual was informed of potential problems associated with using friends and family members, and will document the name of the person serving as an interpreter at the LEP person's request.
 - Only under extenuating circumstances shall the City allow a minor (under 18) to act as interpreter. The City will keep a written record of when LEP persons use a minor as an interpreter, and this information will be shared with the Title VI coordinator upon request and maintained as per the State retention guidelines.

- d. The City will not require the applicant/recipient to pay for bilingual interpretive services.

7. Provision of Written Translation:

- a. Vital documents: The City will ensure that vital documents for local programs and services are translated in Spanish – meeting the Title VI rule for provision of translated materials when there are a “*substantial number*” (defined as 5 percent or 1,000 people, whichever is less) of potential applicants or recipients. Examples include, but are not limited to:
 - Brochures that provide information about City services, policies, ADA services, etc., and are necessary to effectively use these services
 - Application forms to qualify for reduced service costs, ADA paratransit, and other specialized services
 - Public notices related to Planning activities, as well as vital Planning documents
 - Title VI statements
 - Emergency Preparedness information for the public
 - Housing program applications and information
 - Citizen participation policies
- b. When vital documents are forms requiring completion by the applicant or recipient, instructions regarding information to be inserted in the forms will be in Spanish.
- c. For some documents, the English language version is the official, controlling legal document. In such cases, the translation may be a convenience for understanding, but it will not be the official document.
- d. If the primary language of an LEP applicant or recipient does not meet the threshold as defined above, the LEP individual, through the use of the contracted language service provider, may be informed in their own language of the right to free oral translation of written notices.

8. Documentation of Applicant/Recipient Records:

- a. The City will maintain documentation in sufficient detail to permit a reviewer to determine the City's compliance with this policy.
- b. The City will ensure that the record or documentation includes the following:
 - The recipient/applicant's ethnic origin and primary language (this may be difficult to get, because some applicants might be sensitive about providing this information for public records.) In those cases in which the applicant is non-English speaking, the City will: Document the individual's acceptance or refusal of forms or other written materials offered in the individual's primary language, and/or will document the method used to provide services, e.g., assigned worker is bilingual, other bilingual employee served as an interpreter, or the client provided an interpreter.
- c. Consent for the release of information will be obtained from applicants/recipients when individuals other than City employees are used as interpreters and the documentation reflects when this occurs.

C. Staff Development and Training:

1. The City will provide staff training on the Language Access Policy on the City's training software, which will include, but not be limited to:
 - a. Language assistance policy and procedures, resources available to support such procedures, methods of effective use of interpreters, and familiarization with the discrimination complaint process.
 - b. Cultural awareness information including specific cultural characteristics of the groups served by the agency to provide a better understanding of, and sensitivity to, the various cultural groups to provide for more sensitive and better delivery of services.

2. The City will provide for the training of bilingual staff used as interpreters and/or translators by the City. Training will include the ethics of interpreting, confidentiality duties and issues; methods of interpreting orientation to the organization, specialized terminology used by the City, and cultural competency.
3. The City will ensure that applicable sub-recipients and other entities receiving state or federal dollars receive information regarding the requirements of this policy.

D. Compliance Procedures, Reporting, and Monitoring:

1. Reporting: Each year, the City Manager will prepare an annual compliance report and compile a final report of services provided. The reporting year shall run from July 1st to June 30th each year (concurrent with the City's fiscal year).
2. Applicant/recipient complaints of discriminatory treatment:
 - a. Complaints: All complaints of discrimination on the basis LEP status or a failure to adequately provide services in accordance with this policy should be directed to the City Manager. Complaints will be accepted in written or verbal form, and must contain the following information: the name and address of the person filing the complaint or his/her designee, and a brief description of the alleged act of discrimination and/or violation of this policy. Should a complainant be unable to complete a written form, assistance will be provided by staff. The complainant will be required to read the staff-prepared complaint and sign and date the transcript of the verbal complaint. Refusal to sign the complaint will result in the administrative closure of the complaint. No unsigned, undated complaint will be considered. Records shall be maintained of any complaint filed, the date of filing, action(s) taken with respect to each complaint files, and resolution.
 - b. Investigations:

- The City Manager will handle the investigation of complaints.
- The investigation will not exceed 30 days, unless extenuating circumstances apply.
- Results and determinations of investigations will be provided to the person or person(s) filing the complain of discriminatory treatment.

V. Other

VI. Attachments

APPENDIX E. CONTRACT EXAMPLE

CONTRACT FOR CULTURAL PLANNING SERVICES BETWEEN THE CITY OF DURHAM AND [Contractor]

This contract is dated, made, and entered into as of the ____ day of _____, 20____, by the City of Durham (“City”), a N. C. municipal corporation, and [Contractor] (“Contractor” or “Consultant”), a corporation organized and existing under the laws of Connecticut.

Sec. 1. Background and Purpose. The Contractor will provide comprehensive Cultural Planning Services including data collection, community survey, focus group facilitation, facility assessment, community engagement, research and strategic recommendations. This work will result in the development and presentation of the Durham Cultural Roadmap that will be presented to Durham Cultural Advisory Board, City Council, and the County Commissioners for adoption.

Scope details will be added upon contract negotiation.

Sec. 2. Services and Scope to be Performed. Presumption that Duty is Contractor’s. The Contractor shall provide the scope of work presented in “Scope of Work and Services Provided,” in Exhibit A.

In this contract, “Work” means the services that the Contractor is required to perform pursuant to this contract an all of the Contractor’s duties to the City that arise out of the contract. Unless the context requires otherwise, if this contract states that a task is to be performed or that a duty is owed, it shall be presumed that the task or duty is the obligation of the Contractor.

Sec. 3. Definitions. There are names and terms specific to this work:

Durham Cultural Advisory Board (DCAB): This resident board membership is appointed by Durham City Council and Durham County Commissioners. Members serve three-year terms, with the option of one term renewal. DCAB is the board charged with activating the goals of the Cultural Roadmap. The DCAB has a standing sub-committee, the Public Art Committee (PAC), that advises and acts on behalf of the board on matters relating to public art. ...

Cultural Roadmap Planning Group (CRPG): The Cultural Roadmap Planning Group (CRPG) will help steer the Cultural Roadmap through from start to completion. The Planning Group of 42 people will represent a wide cross section of the community, representing the public and private sector, philanthropy, neighborhoods, education, cultural groups, artists, cultural workers, and other creatives. The Planning Group will be selected by the Durham Cultural Advisory Board and is considered a special committee of the DCAB.

Community and Creative Partners: The Cultural Roadmap planning process will utilize individuals, teams, artists, and/or cultural workers, or sub-contractors that partner with artists and/or cultural workers to develop and implement an Engagement Plan. The Consultant will partner with the City contractor, “Creative Community Partners,” who are artists and/or cultural workers or are partnered with artists and/or cultural workers for the Cultural Roadmap Planning Process.

City of Durham Cultural and Public Art Program: The program works to invest and create public art experiences – both downtown and in neighborhoods – that illuminate residents’ history, spark reflection and dialogue, and enhance daily life. Under the Arts, Culture, and Sustainable Communities Division within the General Services Department, the Program manages festivals and special events funding, the City’s public art collection, and two public advisory bodies: the Durham Cultural Advisory Board and the Public

Art Committee, which serve the City of Durham’s City Council and City Manager, and the Durham County's Board of County Commissioners and County Manager on matters related to the development of cultural assets and public art.

Durham County Public Art Program: The program provides a sense of meaning and beauty to places in our community; to enliven our streets and neighborhoods; to celebrate our unique history, diversity, and creativity; and to engage, enlighten, inspire, and educate all citizens now and in the future. The Durham County Public Art Program implements the Resolution Establishing a Public Art Program, adopted by the Board of County Commissioners on September 9, 2019. Durham County and the City of Durham use similar program administration processes to provide consistency within our community for Artists, Donors, and Partners. The program relies upon the participation and advice of the Durham Cultural Advisory Board and Durham Public Art Committee as the subject experts who represent the County's diverse population.

Sec. 4. Complete Work without Extra Cost. Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 5. Contractor’s Billings to City. Compensation. The Contractor shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City: such information as may be reasonably requested by the City. Each Invoice will reference the work completed as described in the “Scope of Work and Services Provided” found in Exhibit A. Within thirty (30) days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

The City shall pay the Contractor for the Work as follows: Contractor will invoice for work completed during the month, referencing the Phase and Task. Final payments for each Phase will require the deliverables as defined in the “Scope of Work and Services Provided” in Exhibit A. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section. The Contractor may invoice the City for the Work as follows:

Tasks	Task Date Range	Fee Breakout
Phase II		
Phase III		
	TOTAL	\$XX

The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section. The total dollar amount to be paid under this Contract by the City to the Contractor shall not exceed \$XX.

Sec. 6. Prompt Payment to Subcontractors. (a) Within 7 days of receipt by the Contractor of each payment from the City under this contract, the Contractor shall pay all Subcontractors (which term includes subconsultants and suppliers) based on work completed or service provided under the subcontract. Should any payment to the Subcontractor be delayed by more than 7 days after receipt of payment by the Contractor from the City under this contract, the Contractor shall pay the Subcontractor interest, beginning on the 8th

day, at the rate of 1% per month or fraction thereof on such unpaid balance as may be due. By appropriate litigation, each Subcontractor shall have the right to enforce this subsection (a) directly against the Contractor, but not against the City of Durham.

(b) If the individual assigned to administer this contract for the City (in this section, titled “Prompt Payment to Subcontractors,” he or she will be referred to as the “Project Manager”) determines that it is appropriate to enforce subsection (a) in this manner, the City may withhold from progress or final payments to the Contractor the sums estimated by the Project Manager to be

(i) the amount of interest due to the Subcontractor under subsection (a), and/or

(ii) the amounts past-due under subsection (a) to the Subcontractor but not exceeding 5% of the payment(s) due from the City to the Contractor.

This subsection (b) does not limit any other rights to withhold payments that the City may have.

(c) Nothing in this section (titled “Prompt Payment to Subcontractors”) shall prevent the Contractor at the time of invoicing, application, and certification to the Owner for payment to the Subcontractor for unsatisfactory job progress; defective construction not remedied; disputed work; third party claims filed or reasonable evidence that claim will be filed; failure of Subcontractor to make timely payments for labor, equipment, and materials; damage to Contractor or another subcontractor; reasonable evidence that subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed the initial percentage retained by the Owner.

(d) The Project Manager may require, as a prerequisite to making progress or final payments, that the Contractor provide statements from any Subcontractors designated by the Project Manager regarding the status of their accounts with the Contractor. The statements, found in section 5, shall be in such format as the Project Manager reasonably requires, including certified statements and notarization if so specified.

Sec. 7. Insurance. The contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following applicable coverages and limits. The requirements contained herein, as well as the City’s review or acceptance of insurance maintained by Contractor, is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability, Cross Liability, or Personal and Advertising Injury Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City of Durham site.

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest ‘Each Occurrence’ limit for required policies. Contractor agrees to endorse the City of Durham as an ‘Additional Insured’ on the Umbrella or Excess Liability unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a ‘Follow-Form’ basis.

Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with Employer Liability limits of no less than \$1,000,000 for each accident, each employee, and policy limit. This policy must include a Waiver of Subrogation.

Additional Insured – The contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read City of Durham as its interest may appear.

Certificate of Insurance – Contractor agrees to provide City of Durham a Certificate of Insurance evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

City of Durham
Attn: Arts, Culture and Sustainable Communities
General Services Department
101 City Hall Plaza
Durham, NC 27701

All primary insurance carriers must be authorized to do business in North Carolina.

Sec. 8. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule required by this contract, including the schedule required by section 5 and Exhibit A, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Exhibits. The following exhibits are made a part of this contract:

Exhibit A: Scope of Work and Services Provided containing 4 page(s).

Exhibit details will be added upon contract negotiation.

Exhibit B: Milestones, Budget & Schedule

Exhibit details will be added upon contract negotiation.

Exhibit C: Non-Collusion Affidavit containing 2 page(s)

In case of conflict between an exhibit and the text of this contract excluding the exhibit, the text of this contract shall control.

Sec. 10. Notice.

(a) In General. This subsection (a) pertains to all notices related to or asserting default, breach of contract, claim for damages, suspension or termination of performance, suspension or termination of contract, and extension or renewal of the term.

(b) Means of Delivery of Notice. (i) Common Carrier. All such notices shall be in writing and sent by common carrier or personal delivery. Those sent by common carrier shall include instructions to obtain

the recipient's signature and/or a signature at the recipient's address. Common carrier means UPS, FedEx, a designated delivery service authorized pursuant to 26 U.S.C. 7502(f)(2), or United States Postal Service (USPS). (ii) Notice given by Personal Delivery. If the sender causes the notice to be hand delivered to a natural person 18 years or older at the address of the Contractor indicated under subsection (f) below, notice is deemed given. (iii) Common Carrier Leaves Notice. If the sender obtains a signature through a common carrier pursuant to subsection (i), notice is deemed given. If, however, the common carrier does not obtain such a signature between 8:30 AM – 4:30 PM Monday-Friday on a day that is not a Holiday but leaves the notice in a place that it deems safe without obtaining a signature, this process constitutes delivery of the notice provided that the sender also sends the notice by email or fax. Notice is deemed given on the later of (x) the leaving of the notice by the common carrier and (y) the email or fax. A notice is deemed emailed on the date that the sender attempts to send it. A notice is deemed faxed at the earlier of when successfully received or when faxing is unsuccessfully attempted three times at least ten minutes apart. (iv) Requested Additional Method. Regardless of the method of giving notice, the sender is requested but not required to also send it by fax or email.

(c) When Notice Period Is Less than 9 Days. If a required notice period is less than 9 days, the sender is requested to make reasonable attempts, before or promptly after giving notice under subsection (b), also to orally communicate the substance of the contents of the written notice, in person or by telephone. Failure to satisfy this subsection shall not render the written notice invalid.

(d) When Undeliverable Notice Is Deemed Sent by Common Carrier. If a notice sent by common carrier is undeliverable because the address or other information provided to the sender by the other party (the intended recipient) is incorrect, incomplete, or out of date, or for any other reason; and the sender also sends the notice by fax or email, notice is deemed given on the later of (x) the sender's placing the notice in the custody of the common carrier and (y) the fax or email. A notice is deemed emailed on the date that the sender attempts to send it. A notice is deemed faxed at the earlier of when successfully received or when faxing is unsuccessfully attempted three times at least ten minutes apart.

(e) Change of Address. A change of address, fax number, email address, telephone number, or person to receive notice shall be made by notice given to the other party.

(f) Addresses. Subject to change pursuant to subsection (e), the addresses for these notices are:

To the City:

Staff Name
General Services Department
City of Durham
101 City Hall Plaza
Durham, NC 27701-3329
Email: Staff Email

To the Contractor:

Staff Name
[Contractor Company Name]
Mailing Address
Email:
Phone:

Sec. 11. Indemnification.

(a) In general. The terms of subsection (c) (Standard Indemnification Provision) below shall apply to the Contractor, subject to subsections (d) through (k), where applicable.

(b) Definitions. These definitions apply to this Section unless otherwise stated.

Contractor – Each party to this contract except the City of Durham.

Defend –In this Section except in subsection (c), defend means to pay for or furnish counsel at the expense of the Contractor to defend any of the Indemnitees against claims alleged or brought against any of the Indemnitees by a third party alleged or brought in any court or other tribunal, including forms of alternative dispute resolution required by law or contract, before the court or tribunal has reached a final determination of fault.

Derivative parties -- with respect to a party, any of that party's subcontractors, agents, employees, or other persons or entities for which the party may be liable or responsible as a result of any statutory, tort, or contractual duty.

Fault – a breach of contract; negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or violations of applicable statutes or regulations.

Indemnitees -- City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor.

Subcontractor – any person or entity, of any tier, providing labor or material through the Contractor for use on the project at issue in the applicable construction agreement or design professional agreement.

(c) Standard Indemnification Provision. (i) The Contractor shall defend, indemnify, and hold harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or its derivative parties. In performing its duties under this subsection “c,” the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (ii) “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses. Included without limitation within “Charges” are interest and reasonable attorney’s fees assessed as part of any such item, a. By appropriate litigation, each Indemnitee, severally, shall have the right to enforce this section (titled “Indemnification”) directly against the Contractor, but not against the City of Durham. (iii) The City shall defend, indemnify, and hold harmless the Contractor from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the City or its derivative parties. In performing its duties under this subsection “c,” the City shall at its sole expense defend the Contractor with legal counsel reasonably acceptable to the Contractor. (iv) “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses. Included without limitation within “Charges” are (1) interest and reasonable attorney’s fees assessed as part of any such item. The Contractor shall have the right to enforce this section (titled “Consultants’ Indemnification”) directly against the City of Durham.

(d) Restriction regarding Indemnitees’ Negligence. This contract shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

(e) Restriction regarding Fault in Construction Agreements and Design Professional Agreements. Intentionally removed.

(f) Restriction regarding Negligence of Design Professionals. Intentionally removed.

(g) Liability When at Fault. The parties intend that nothing in this contract shall be construed to exclude from any indemnity or hold harmless provisions enforceable under subsection (d) (Restriction regarding Indemnitees’ Negligence) any attorneys' fees, litigation or arbitration expenses, or court costs actually incurred by the City or the consultant to defend against third party claims alleged in any court,

tribunal, or alternative dispute resolution procedure required of the City by law or by contract, if the fault of either party or its derivative parties is a proximate cause of the attorney's fees, litigation or arbitration expenses, or court costs to be indemnified. Every provision in this contract that violates the parties' intent expressed in the preceding sentence shall be construed and revised to the extent that it is lawful in order to make the provision conform with such intent.

(h) Insurance Contracts and Bonds. This Section does not affect an insurance contract, workers' compensation, or any other agreement issued by an insurer; and this Section does not apply to lien or bond claims asserted under Chapter 44A of the N.C. General Statutes.

(i) Other Provisions. Every provision in this contract that violates subsection (d) (Restriction regarding Indemnitees' Negligence), subsection shall be construed and revised to the extent that it is lawful in order to make the provision conform with those subsections.

(j) Survival. This Section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.

(k) Compliance with Law. This Section shall be applied to the maximum extent allowed by law but it shall be construed and limited as necessary to comply with N.C.G.S. § 22B-1. This Section is not to be construed in favor or against any party as the drafter. The preceding sentence is not intended to imply or direct how the remainder of this Section or of this contract is to be construed.

Sec. 12. Trade Secrets; Confidentiality. The request for proposals (RFP) section titled "Trade Secrets and Confidentiality" shall apply to any Trade Secrets disclosed to the City during the process leading to the parties' entering into this Contract (including all of the Contractor's responses to the RFP). This section (titled "Trade Secrets; Confidentiality") shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. For purposes of this contract, the word "candidate" in the RFP section just cited shall mean the "Contractor."

Sec. 13. Termination for Convenience ("TFC"). (a) *Procedure*. Without limiting any party's right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor thirty (30) days written notice that refers to this section. TFC shall be effective at the time indicated in the notice. (b) *Obligations*. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality, if any, shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the City all Work, including partly completed Work. In case of TFC, the Contractor shall follow the City's instructions as to which subcontracts to terminate. (c) *Payment*. The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor one hundred dollars as a TFC fee and shall pay the Contractor for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Sec. 14. State Law Provisions.

E-Verify Requirements. (A) If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (A) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (A) in entering into this contract. (B)

If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

Sec. 15. Miscellaneous.

(a) Choice of Law and Forum; Service of Process. (i) This contract shall be deemed made in Durham County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina and not the United Nations Convention on Contracts for the International Sale of Goods. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. The preceding two sentences do not apply to actions to enforce a judgment entered in actions heard pursuant to this subsection (i). (ii) If the Contractor is an artificial person (for instance, the Contractor is a corporation or limited liability company), this subsection (ii) applies. "Agent for Service of Process" means every person now or hereafter appointed by the Contractor to be served or to accept service of process in any State of the United States. The Contractor hereby appoints as one of those agents the person it designates to receive notice pursuant to section 10 (Notice). If the Contractor fails to appoint a person to receive such notice or the person cannot be served using reasonable diligence, the Contractor appoints the Durham City Clerk as Agent for Service of Process. Without excluding any other method of service authorized by law, the Contractor agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. The Contractor shall instruct each Agent for Service of Process that when the agent receives the process, summons, or complaint, the agent shall promptly send it to the Contractor using a means for giving notice under this contract, provided that when the City Clerk is the agent, the City shall issue such instructions. This subsection (ii) does not apply while the Contractor maintains a registered agent in North Carolina by filing with the office of the N. C. Secretary of State and that registered agent can be found with due diligence at the registered office.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment. Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) Notice of City Policy. Compliance with Non-Discrimination Ordinance. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, DISABILITY, FAMILIAL STATUS, MILITARY STATUS, SEXUAL ORIENTATION, GENDER IDENTITY, AND PROTECTED HAIRSTYLE. The Contractor shall comply with all applicable

provisions of Article I of Chapter 34 of the Durham City code (Non-Discrimination) and shall explicitly require the same of its subcontractors in their subcontracts.

(h) EBOP. The Contractor shall comply with all applicable provisions of Article III of Chapter 18 of the Durham City Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of the Contractor to comply with that article shall be a material breach of contract which may result in the rescission or termination of this contract and/or other appropriate remedies in accordance with the provisions of that article, this contract, and State law. The Participation Plan submitted in accordance with that article is binding on the Contractor. Section 18-59(f) of that article provides, in part, "If the City Manager determines that the Contractor has failed to comply with the provisions of the Contract, the City Manager shall notify the Contractor in writing of the deficiencies. The Contractor shall have 14 days, or such time as specified in the Contract, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to the Contractor's alleged violations of its obligations under Article III of Chapter 18 and not to the Contractor's alleged violations of other obligations.

(i) Limited Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person except to the extent otherwise expressly stated in this contract.

(j) Principles of Interpretation and Definitions. (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section 2. (9) The word "Holiday" means legal holiday observed by the City of Durham pursuant to City Code section 42-16 or any successor provision. (10) A definition in this contract will not apply to the extent the context requires otherwise.

(k) Modifications. Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless it is signed by the City Manager, a deputy or assistant City Manager, or, in limited circumstances, a City department director. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) Public Health Emergency Declarations. This section shall take effect upon the declaration of a state of emergency made pursuant to applicable law, code, or ordinance by any federal, state, county, or city official, due to a public health emergency, such as an epidemic, pandemic, or endemic disease. The Contractor shall comply with the written procedures and policies adopted by the City department or office primarily responsible for administering this contract. The Contractor shall ensure that all assigned temporary employees and subcontractors comply with the written procedures and policies while performing the Work on City property.

(m) City's Manager's Authority. To the extent, if any, the City has the power to suspend or terminate this contract or the Contractor's services under this contract, that power may be exercised by City Manager or a deputy or assistant City Manager without City Council action.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the City and the Contractor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

ATTEST:

CITY OF DURHAM

By: _____

preaudit certificate, if applicable _____

[Contract Name]

By: _____

(SEAL)

[Staff Name]

State of _____

ACKNOWLEDGMENT BY CORPORATION

County of _____

I, a notary public in and for the aforesaid county and state, certify that, certify that _____ personally appeared before me on this day and stated that she/he/they is Principal of [Contractor Company Name] a corporation, and that by authority duly given and as the act of the corporation, he or she signed, under seal, the foregoing contract or agreement with the City of Durham. This the _____ day of _____, 20_____.

My commission expires:

Notary Public

APPENDIX F. INSURANCE REQUIREMENTS

The contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following applicable coverages and limits. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Contractor, is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Commercial General Liability – Combined single limit of no less than \$1,000,000 each occurrence and \$2,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability, Cross Liability, or Personal and Advertising Injury Liability.

Automobile Liability – Limits of no less than \$1,000,000 Combined Single Limit. Coverage shall include liability for Owned, Non-Owned and Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy. Automobile coverage is only necessary if vehicles are used in the provision of services under this Contract and/or are brought on a City of Durham site.

Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required policies. Contractor agrees to endorse the City of Durham as an 'Additional Insured' on the Umbrella or Excess Liability unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'Follow-Form' basis.

Worker's Compensation & Employers Liability – Contractor agrees to maintain Worker's Compensation Insurance in accordance with North Carolina General Statute Chapter 97 and with Employer Liability limits of no less than \$1,000,000 for each accident, each employee, and policy limit. This policy must include a Waiver of Subrogation.

Additional Insured – The contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability. The Additional Insured shall read City of Durham as its interest may appear.

Certificate of Insurance – Contractor agrees to provide City of Durham a Certificate of Insurance evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available, by Contractor's insurer. If Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder address should read:

City of Durham
Attn: General Services Department
101 City Hall Plaza
Durham, NC 27701

All primary insurance carriers must be authorized to do business in North Carolina.

APPENDIX G. EQUAL BUSINESS OPPORTUNITY PROGRAM, PROFESSIONAL SERVICES FORMS

HUB Listing

Firm	Name	Email	Phone	Address
Aidilisms, LLC	Aidil Ortiz	aidilisms@gmail.com	9192604807	1808 Vale Street
All For 1 Inclusion Innovators, LLC	Renee Jones	renee.jones@allfor1.rocks	9195245169	4117 McGrath Way
BBFoster Consulting, PC	Bellandra Foster, Ph.D., PE	bbf@bbfosterconsulting.com	3369658080	1451 S. Elm Eugene Street
Be Connected Iset Excelsior LLC	Angel Dozier	angel@isetacademy.com	9196226789	815 South Roxboro Street
CorvusSphere Consulting, LLC	Charles Martin	cmartin@corvussphere.com	9198181162	3105 Polanski Drive
J. Turner Consulting, LLC	Jacqueline Turner	jackie@jturnerconsulting.com	9193075942	3434 Edwards Mill Road
Joy Cook Public Relations Group, LLC	Daveda Cook	joy@joycookpr.com	3364171112	4418 Gray Wolf Way
Just Cities Collective LLC	Anne Phillips	anne@justcitiescollective.com	8509804316	2320 Huron St
Lockamy Consulting Services	Teresa Lockamy	tlockamy1@att.net	3363125975	3616 Inverness Drive
MCCANTS, LLC	gerry mccants	gerrymccants@gmail.com	3363627367	301 North Elm Street

See below for Professional Service Forms



FINANCE
CITY OF DURHAM

EQUAL BUSINESS OPPORTUNITY PROGRAM

PROFESSIONAL SERVICES
FORMS



JUNE 2023

ABOUT THE PROGRAM

The City's **Equal Business Opportunity Program (EBOP)** is specified by City Ordinance (City of Durham Code of Ordinances, Chapter 18, Article III). As stated in the ordinance, the purpose of the program is to provide equal opportunities for city contracting for underutilized business enterprises owned by minorities and women doing business in the city's contracting marketplace. It is further the policy of the city to prohibit discrimination against any firm in pursuit of these opportunities, to conduct its contracting activities so as to prevent such discrimination, to correct the present effects of past discrimination and to resolve complaints of discrimination.

The **Small Local Business Enterprise (SLBE)** program works to increase employment opportunities for our residents and to enhance our tax base by promoting City contracting opportunities for small local business enterprises. The SLBE program is for construction of up to \$500,000 and professional services contracts \$100,000 or less. Firms that meet program requirements may apply to be part of the program. Only firms in the SLBE program will receive advertisements and be eligible to bid on SLBE projects.

An **Underutilized Business Enterprise (UBE)** is a business, certified by the N. C. Department of Administration HUB Office, N.C. Department of Transportation or the U.S. Small Business Administration Section 8(a) Business Development Program as a minority or women business enterprise. The qualifying UBE needs to have its certification from one of the above-named entities before the bid opening if it is to count toward meeting the goals. Failure to provide evidence of UBE status may disqualify the firm's participation for the purpose of meeting UBE goals. For purposes of this document and associated forms, any reference to an "UBE," or similar reference shall include reference to a qualified women or minority owned firm certified and approved in accordance with the above paragraphs.

SELECTION OF CONSULTANTS/CONTRACTORS FOR ARCHITECTURAL/ENGINEERING AND OTHER PROFESSIONAL SERVICES

The Finance Director shall determine UBE participation goals for each contracting category to be awarded by the City. Goals for each project or contract will be based upon the availability of UBEs within the defined scope of work, delineated into percentages of the total value of the work.

Selection Committee for Professional Services

A selection committee shall be established and may be composed of the following: City Manager or a designated representative of this office; Director of Finance or a designated representative of this office; department head responsible for the project; City Engineer if engineering services are involved; and the Purchasing Manager or designee. Other representatives shall be called upon as needed based on their areas of expertise.

The committee shall screen projects based on the following criteria:

1. Firms' interest in the project;
2. Current work in progress by firm;
3. Past experience with similar projects;
4. General proposal for carrying out the required work;
5. Designation of key personnel who will handle the project, with resume for each;
6. Proposed associate consultants/contractors, UBE subconsultants;
7. Indication of capability for handling the project;
8. Familiarity with the project;
9. Fees that have been charged for recent comparable projects;
10. References;
11. UBE Participation; and
12. Documentation of Good Faith Efforts should UBE participation requirements not be met.

After ranking the firms presenting proposals based on the above criteria, interviews will be conducted by the selection committee with the top ranked firms (3-5). The contracting department will make the final recommendation, prepare contracts for review by the City Attorney, and prepare the recommendation for the City Council including the following:

1. Description and scope of the project;
2. Recommended firm;
3. Contract cost;
4. Time limits;
5. Basis for selection;
6. Source for funding;
7. Equal Business Opportunity Ordinance compliance; and
8. Recommendation that the contract be approved by the City Council.

Contract Award

A provision must be written in each contract with an architect or engineer requiring them to work with Finance Department in creating and identifying separate work.

Project Evaluation

An evaluation shall be made of each contract after its completion to be used in consideration of future professional services contracts. The evaluation shall cover appropriate items from the check list for ranking applicants. A copy of the evaluation shall be given to the consultant, and any comment he/she cares to make shall be included in the files.



EBOP FORM INSTRUCTIONS

FOR USE IN PROFESSIONAL SERVICES PROJECT PROPOSALS WITH THE CITY OF DURHAM

These instructions summarize the provisions of the City of Durham's Equal Business Opportunity Ordinance as it applies to the proposal process. Of course, as with any summary, it cannot reflect all of the ordinance.

Forms:

- Underutilized Business Participation Documentation
- Intent to Perform as a Sub-consultant/Subcontractor
- Post Proposal Submission UBE Deviation
- Documentation of Good Faith Efforts

FORM	NECESSARY?	WHEN TO SUBMIT?
Underutilized Business Participation documentation	Always required.	With the proposal.
Intent to Perform as a Sub-consultant/Subcontractor	Required for any UBEs proposed to perform on contract to count toward UBE goals.	With the proposal.
Post Proposal Submission UBE Deviation	Required to report any deviation from UBE participation prior or subsequent to startup of the project.	If the proposed sub-consultant/subcontractor is unable to perform; substitutions both prior to and after awarding of a contract are subject to City approval.
Documentation of Good Faith Efforts	Required if the proposal fails to meet the established UBE goals. Whenever contract alternatives, amendments, or extra work orders which increase the total value of the original contract, consultant must make a good faith effort to increase UBE participation such that amounts subcontracted are consistent with established goals.	With the proposal unless otherwise stated by the City.



UNDERUTILIZED BUSINESS PARTICIPATION DOCUMENTATION

FORM INSTRUCTIONS

1. Click on the text fields to enter the name of the prime and the name of the project.
2. Input the goals for this project as provided by the UBC representatives. Enter the minority-owned UBE goal and the women-owned UBE goal separately. You do not need to enter the percent (%) symbol.
3. Complete the information in the table for minority-owned UBE sub-consultants or contractors, including the name of the subcontractor, the goods and services to be provided, and the percentage of project work. The Total MBE percentage of work will auto-calculate.
 - a. If you plan on using more than five MBEs in the proposal, please enter "see attached" in the name column of the fifth line and enter the total percentage of project work for all remaining MBEs in the "% of project work" column of the fifth line. Attach a second copy of this form with the remaining MBEs listed.
4. Repeat step 3 for women-owned UBE sub-consultants or subcontractors.
5. Based on the information you have input, the MBE and WBE percentage of the proposal will be auto-calculated. Use the dropdown to select whether or not the UBE goals for the project have been met (they are met if the percentages achieved are greater than the goals).
 - a. If you do not meet both goals, you must complete the Good Faith Effort.
6. Click on the text fields to add the name and signature of the authorized officer of the prime (e-signature accepted).



INTENT TO PERFORM AS A SUB-CONSULTANT/ SUBCONTRACTOR

FORM INSTRUCTIONS

The prime must provide this form for each UBE firm that is proposed to perform on the contract..

1. Click on the text fields to enter the prime consultant/contractor information including the name of prime and the name of the project..
2. Enter a description of the work this UBE intends to perform and a proposed commencement and completion date for each task.
3. Enter the value of the total contract the UBE intends to perform as a percentage of the total contract. If a dollar value of the subcontract is known, enter that information.
4. Enter the contact information for the UBE subcontractor or sub-consultant, including the name of the authorized representative of the UBE, their title, the company name, a telephone number and an address. The authorized representative should sign (e-signature accepted) the bottom of the form.



REQUEST TO CHANGE UBE PARTICIPATION

This form is to be used to report any deviation from UBE participation either prior to or subsequent to the startup of the project. The Finance Department must be notified if proposed sub-consultant/subcontractor is unable to perform and for what reasons.

Substitutions of subcontractors in these circumstances, both before and after the awarding of a contract, are subject to City approval. Consult the City's Finance Department on the procedures to follow in order to comply with City Code 26- 10(c).

FORM INSTRUCTIONS

1. Click on the text fields to enter the prime information including the name of the bidder/consultant, the name of the project, name and title of the bidder/contractor authorized representative, telephone number, address, and email address.
2. Enter the total dollar amount of the contract.
3. Enter the total dollar amount of the contract including changes to date, but not those proposed on this form.
4. Indicate whether the changes proposed on this form will increase, decrease, or not change the value of this contract. If they will increase or decrease the value of this contract, enter the dollar amount of the increase or decrease in the text boxes.
5. Enter the name of the subcontractor proposed to be changed on this form. Indicate whether this is a MBE, WBE, or not a UBE and enter a description of the goods or services to be provided before this change.
6. Describe the nature of the change to this subcontract.
7. Enter the dollar value of the subcontract before the change proposed on this form and the dollar value of the subcontract after the change proposed on this form.
8. If you will be substituting a new subcontractor for the one listed to be changed, enter the name of the subcontractor, indicate whether this is a MBE, WBE, or not a UBE, and describe the goods or services to be provided by this substitute.

GOOD FAITH EFFORTS DOCUMENTATION

Primes that do not attain the UBE goals have the responsibility to make good-faith efforts and to demonstrate to the City that they have made such efforts. Good Faith Efforts means the sum total of efforts by a particular business to provide equitable participation of minority-owned and women-owned individuals or businesses as sub-consultants/subcontractors.

Whenever contract alternatives, amendments or extra work orders are made individually or in aggregate which increase the total value of the original contract, the consultant must make a good faith effort to increase UBE participation such that the amounts subcontracted are consistent with the established goals.

FORM INSTRUCTIONS

1. Click on the text fields to enter the name of the prime and the name of the project.
2. For questions 1-7 and 13-14, indicate whether or not the specified effort was made. If you did not make the specified effort, select "no" and use the text field to explain the facts (why the specified effort was not made).
3. For question 8, please attach the names and contact information for any UBEs you contacted. Note, you do not need to provide this information for any UBEs for which you are providing an Letter of Intent to Perform as a Sub-consultant/subcontractor form.
4. For questions 9-10 and 12, please use the text boxes to state the facts.
5. For question 11, indicate whether or not the specified effort was made.

Underutilized Business Participation documentation

Name of Prime:

Name of Project:

UBE Goals

Please input the UBE goals for this contract as provided by the City underutilized business compliance (UBC) representatives. You do not need to enter the percent (%) symbol.

Minority-owned business goal: %

Women-owned business goal: %

Minority-owned UBE Participation

Name of MBE	Nature of participation	% of project work
		%
		%
		%
		%
		%

Please see instructions if your proposal includes more than five MBE participants

Total MBE (%): 0.0 %

Women-owned UBE Participation

Name of WBE	Nature of participation	% of project work
		%
		%
		%
		%
		%

Please see instructions if your proposal includes more than five WBE participants

Total WBE (%): 0.0 %

Are the MWBE goals met?

Please use the dropdown to select whether each goal has been met.

MBE percentage achieved: **0.0** %

WBE percentage achieved: **0.0** %

If you did not meet both goals you are required to make good faith efforts, to provide documentation of these efforts and to sign the statement below.

Name of Authorized Officer of Prime Consultant/Contractor Firm:

Signature of Authorized Officer of Prime Consultant/Contractor:

Firm: Date:



Intent to Perform as Sub-consultant/Subcontractor

This form is required for any subcontracts proposed to count toward the UBE goals. It is due with the proposal.

Name of prime:

Name of project:

The undersigned firm meets the City of Durham's criteria as an Underutilized Business Enterprise (UBE). The undersigned UBE is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

Description of Work	Projected Commencement Date	Projected Completion Date

Percentage of proposed subcontract:

% of the dollar value of this contract

Dollar amount of proposed subcontract:

The undersigned will enter into a formal agreement for the above work with you, conditioned upon your execution of a contract with the City of Durham.

The undersigned will enter into a formal agreement in the amount of conditioned upon your execution of a contract with the City of Durham.

Name:

Title:

Company:

Telephone Number:

Address:

Signature of authorized representative:

Request to Change UBE Participation

This form is required if the prime proposes changes in subcontracting and is due before the bidder/consultant can make the proposed change.

Name of bidder/consultant:

Name of project:

Name and title of bidder/
contractor representative:

Telephone number:

Address:

Email address:

Total original contract amount (\$):

Total amount of contract including changes to
date, but not those proposed on this form (\$):

This proposed change will (mark one): increase the value of the contract by:
 decrease the value of the contract by:
 not change the value of the contract.

Subcontract to be changed

Name of subcontractor:

This subcontractor is (mark one): Minority-owned UBE
 Women-owned UBE
 Not a UBE

Goods/services to be provided
before proposed change:

Describe the nature of this change:
(e.g. "adding \$5,000 in concrete work",
"eliminating \$7,000 in grading")

Subcontract dollar amount before proposed change:

Subcontract dollar amount after proposed change:

Substitute Sub-consultant (if applicable)

Name of sub-consultant
for new work:

This subcontractor is (mark one): Minority-owned UBE
 Women-owned UBE
 Not a UBE

Goods/services to be provided:

Good Faith Efforts

This form is required if the prime fails to meet the UBE goals and is due with the proposal unless otherwise stated.

Name of prime:

Name of project:

Unfortunately, you have failed to meet the UBE participation goals set for this contract.

You must complete the following questionnaire to explain the reasoning. If the answer is "no," please explain the facts in the space provided. All answers to these questions relate only to the time before your firm submitted its bid or proposal to the City. Actions your firm took after it submitted the bid or proposal cannot be used in any answers.

Soliciting Underutilized Business Enterprises (UBEs)

1. Did your firm solicit through all available means, the interest of all UBEs in the scopes of work of the contract (e.g. those in the list provided by the City)? Yes No

2. In soliciting, did your firm advertise? Yes No
If yes, name of newspaper or other publication:
date advertisement appeared:

3. In soliciting, did your firm send written or electronic notices or letters? Yes No
If yes, please attach a sample.

4. Did your firm attend the pre-bid conference? Yes No

5. Did your firm provide interested UBEs with timely, adequate information about the plans, specifications, and requirements of the contract? Yes No

6. Did your firm follow up with UBEs that showed interest? Yes No

Breaking down work

7. Did your firm select portions of the work to be performed by UBEs to increase the likelihood that goals would be reached? Yes No
If yes, please describe the portions selected.

Good Faith Efforts (continued)

Negotiation

You do not need to provide this information for any UBEs for which you are providing an Intent to Perform as a Subcontractor form.

8. Please provide the names, addresses and telephone numbers of UBEs that you contacted in an attachment. Have you included this attachment? Yes No
9. Describe the information you provided to the UBEs regarding the plans and specifications for the work selected for final potential subcontracting.
10. Why could your firm not reach agreements with the UBEs that your firm made contact with?

Assistance to UBEs on Bonding, Credit, and Insurance

11. Did your firm or the City require any subcontractors to have bonds, lines of credit or insurance? Yes No
- 11b. **If yes**, did your firm make efforts to assist UBEs to obtain bonds, lines of credit, or insurance? Yes No
- 11c. Did your firm provide alternatives to bonding or insurance for potential subcontractors? Yes No

Goods and Services

12. What efforts did your firm make to help interested UBEs to obtain goods or services relevant to the proposed subcontracting work?

Using Other Services

13. Did your firm use the services of the City to help solicit UBEs for the work? Yes No
14. Did your firm use the services of available minority/women community organizations, contractors' groups, government-sponsored minority/women business assistance agencies, and other appropriate organizations to help solicit UBEs for the work? Yes No

APPENDIX H. NON-COLLUSION AFFIDAVIT

By executing this proposal, I certify that this proposal is submitted to the City of Durham competitively and without collusion. I am authorized to represent the candidate or bidder named below both in submitting this proposal and in making this Non-collusion Affidavit. To the best of my knowledge and belief, (1) the candidate or bidder has not violated N. C. General Statute section 133-24 in connection with the proposal, (2) the candidate or bidder has not entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with its proposal, and (3) the candidate or bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding or making a proposal for the benefit of another contractor. The neuter includes the masculine and the feminine. The candidate or bidder to which this Non-Collusion Affidavit refers is:

(insert name of candidate or bidder)

(signature of individual)

ACKNOWLEDGMENT

Type or print name of the individual who signed the affidavit:

Type or print the name of Notary Public signing this acknowledgment:

Place where acknowledgment occurred: County of _____, State of _____

Notary's residence: County of _____, State of _____

I, the Notary Public named above, certify (1) the individual named above personally appeared before me this day, (2) I have personal knowledge, or satisfactory evidence, of the individual's identity; and (3) the individual acknowledged signing the foregoing affidavit.

This the _____ day of _____, 20____.

Notary Public

My commission expires:

APPENDIX I. WORKFORCE DIVERSITY QUESTIONNAIRE

See below.

Contractor Workforce Diversity Questionnaire

A diverse workforce refers to the similarities and differences among employees in terms of age, cultural background, physical abilities and disabilities, race, religion, gender, and sexual orientation. A diverse workforce results in greater productivity, engagement, and innovation among the employees of a business. The workforce of the City of Durham is diverse and directly benefits from diversity in hiring practices of the contractors that do business in the City of Durham. The City of Durham is committed to the promotion of a diverse workforce within its own workforce and the workforce of contractors that perform work for, or deliver goods or services to the City.

The information requested in this questionnaire is intended to encourage the candidate, which is defined as the person, firm or corporation interested in contracting with the City, to engage in diverse workforce hiring practices as in the best interest of the City and the greater Durham community. The following questions focus on your efforts to recruit and maintain a diverse workforce and to provide your business with resources and recommendations on how to create and maintain a diverse workforce.

1. Do the management and professional positions within your business include women and minorities?

Yes No

If yes, please provide number(s) and positions:

Number of Women:

Position title:

Number of Minorities:

Position title:

2. Please respond to the following efforts you make to create and maintain a more diverse workforce:

- (a) When you recruit for employees, do you only recruit by word-of-mouth?

Yes No

[Note: Reliance on word-of-mouth recruiting alone is unlikely to result in a diverse workforce.]

Contractor Workforce Diversity Questionnaire

(b) Do you focus any recruitment efforts in the local Durham area?

Yes No

If yes, please provide examples how you focus recruitment to the local Durham area:

(c) Do you utilize any women/minority-focused LinkedIn groups and/or other professional or non-professional women/minority groups?

Yes No

If yes, please provide examples:

(d) Do you regularly recruit from HBCUs (Historically Black Colleges and Universities) and/or other minority-focused colleges and universities?

Yes No

If yes, please provide names of the schools:

(e) Do you attend minority-focused career fairs?

Yes No

If yes, please provide names of examples:

(f) Do you participate in Durham youth internship programs?

Yes No

If yes, please provide names of examples:

Contractor Workforce Diversity Questionnaire

3. Please list the efforts your company makes to promote or create a more diverse workforce that may not be listed above under question No. 2.

4. Do you believe your business, including all employees, has a diverse workforce?

Yes No

Enter the total number of employees that work for your business:

Please provide the reasons why you believe **you have**, or **do not have**, a diverse workforce:

5. How would you characterize the nature of the majority of your workforce:

(a) Professional and skilled (includes technicians and clerical) workers:

Yes No

(b) Mostly unskilled workers and laborers:

Yes No

(c) Mix of professional, skilled, and unskilled workers and laborers:

Yes No

Contractor Workforce Diversity Questionnaire

6. To assist the City in determining the effectiveness of your diverse workforce hiring practices, please complete the following Employee Breakdown Table(s) to show your current employee diversity breakdown:

[Instructions: Complete Part A for the primary location where the goods and services that are the subject of the bid/proposal are to be made or provided. If the parent company or other locations of the business are providing any substantial portion of the goods or services, then the business must also complete Part B, for the consolidated company.]

Part A – Employee Diversity Breakdown Table for Primary Location

Part A – Employee Diversity Breakdown Table for Primary Location											
Male						Female					
Employment Category	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	Employment Category	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Mgr.						Project Mgr.					
Professional						Professional					
Labor						Labor					
Clerical						Clerical					
Grand Total	0	0	0	0	0	Grand Total	0	0	0	0	0

Other						Total Workforce				
Employment Category	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	Employment Category	Employees	Male	Female	Other
Project Mgr.						Project Mgr.	0	0	0	0
Professional						Professional	0	0	0	0
Labor						Labor	0	0	0	0
Clerical						Clerical	0	0	0	0
Grand Total	0	0	0	0	0	Grand Total	0	0	0	0

Contractor Workforce Diversity Questionnaire

Part B – Employee Diversity Breakdown Table for the Consolidated Company

Male						Female					
Employment Category	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	Employment Category	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Mgr.						Project Mgr.					
Professional						Professional					
Labor						Labor					
Clerical						Clerical					
Grand Total	0	0	0	0	0	Grand Total	0	0	0	0	0

Other						Total Workforce				
Employment Category	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native	Employment Category	Employees	Male	Female	Other
Project Mgr.						Project Mgr.	0	0	0	0
Professional						Professional	0	0	0	0
Labor						Labor	0	0	0	0
Clerical						Clerical	0	0	0	0
Grand Total	0	0	0	0	0	Grand Total	0	0	0	0

Reset Form

Contractor Workforce Diversity Questionnaire

Resources –The City of Durham advertises job postings to a variety of sources in its own pursuit of a diverse workforce. The following resources are sources used by the City of Durham and others and are being provided to assist you in your recruitment of a more diverse workforce.

Category	Organization	Website
Professionals	American Women’s Society of Certified Public Accountants	www.awscpa.org
Professionals	Accounting & Financial Women’s Alliance	www.afwa.org
Professional/ Technical	Society of Women Engineers	www.societyofwomenengineers.swe.org
Professionals	American Business Women’s Assoc.	www.abwa.org
Professionals	Association for Women in Science	www.awis.org
Professionals	Women in Engineering	www.womeng.org
Professionals	Women in Technology	www.womenintechnology.org
Professionals	Women in I.T	www.womeninit.org
Professionals	URISA	www.urisa.org
Professionals	Women in GIS	www.womeningis.org
Professionals	Supporting Women in Geography & GIS	www.swiggis-austin.org
Professionals	Women’s Transportation Seminar	www.wtsinternational.org
Professionals	Society of Asian Scientists and Engineers	https://www.saseconnect.org/

Contractor Workforce Diversity Questionnaire

Professionals	National Organization of Minority Architects	https://www.noma.net/professional/north-carolina
Professionals	North Carolina Society of Hispanic Professionals	https://www.thencshp.org
Professionals	Association of Asian American Architects & Engineers	https://www.aaaesc.org
Professionals	Minority Professionals Network	http://www.minorityprofessionalnetwork.com
Gen. Construction	National Association of Black Women in Construction	https://nabwic.org
Chamber of Commerce	Carolinas Asian American Chamber of Commerce	https://caacc.com
Skilled Craft	Hispanic Arborist Assoc.	www.hispanicarboristassociation.com
Skilled Craft	Electrical Workers Minority Caucus	www.ibew-ewmc.org
Skilled Craft	Women in Manufacturing	www.womeninmanufacturing.org
Skilled Craft	Rainbow PUSH Automotive Project	www.automotiveproject.org
Skilled Craft	Women in Automotive	www.womeminautomotive.org
Service/Maintenance	Conf. of Minority Transportation Officials	www.comto.org
Service/Maintenance	Coalition of Labor Union Women	www.cluw.org
Service/Maintenance	National Assoc. of Women in Construction	www.nawic.org
Protect and Serve	National Assoc. of Latino Firefighters	www.nahf.org
Protect and Serve	Int. Assoc. of Black Firefighters	www.iabpf.org
Protect and Serve	Int. Assoc. of Women in Fire & Emergency Services	www.i-women.org
Protect and Serve	National Assoc. of Women Law Enforcement Officers	www.nawlee.org
Protect and Serve	National Latino Law Enforcement Org.	www.nlleo.com
Protect and Serve	National Coalition of Latino Officers	www.latino-officers.org
Protect and Serve	Asian American Law Enforcement Assoc.	www.asianamericanlawenforcementassociation.org

APPENDIX J. EXAMPLE DEMOGRAPHIC INFORMATION REPORT

Demographic information, as shown below, will request the via Submittable.

Name of Candidate(s)/Consultant Firm

Asian or Pacific Islander	xx%
African American/Black	xx%
American Indian/Alaskan Native	xx%
Caucasian/Non-Hispanic	xx%
Hispanic/Latinx	xx%
Other	xx%
Prefer not to answer	xx%
Prefer to self-describe	xx%
Unknown	xx%
<i>Total</i>	100%

If representatives prefer to self-describe, please use the space below to provide responses if applicable.

Female	xx%
Male	xx%
Non-binary	xx%
Other	xx%
Prefer not to answer	xx%
Prefer to self-describe	xx%
<i>Total</i>	100%

If representatives prefer to self-describe, please use the space below to provide responses if applicable.

Section 8 - Demographic Information Report



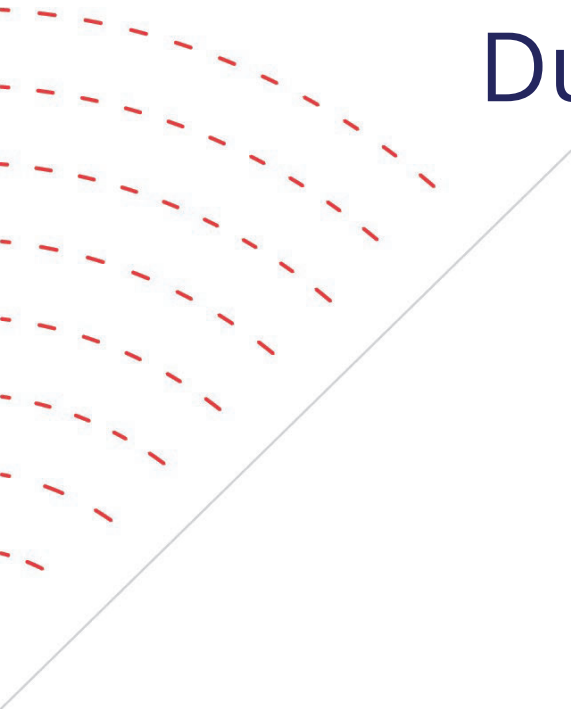
	A	B
1	Asian or Pacific Islander	
2	African American/Black	
3	American Indian/Alaskan Native	
4	Caucasian/Non-Hispanic	
5	Hispanic/Latinx	
6	Other	
7	Prefer not to answer	
8	Prefer to self-describe	
9	Unknown	
10	Total	0

Demographic Information Report (Appendix J)



APPENDIX K. DURHAM CULTURAL ROADMAP PHASE I REPORT SUMMARY AND PRESENTATION

See below.



Durham Cultural Roadmap

Phase 1 Report: Situation Analysis

April 2024

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Introduction

The Durham Cultural Roadmap effort is a joint project of the City and County of Durham, with oversight by the Cultural Roadmap Planning Group. Building on Durham’s 2004 cultural plan and responding to more than a two decades of transformation, the Cultural Roadmap is envisioned to bring together Durham’s richly diverse communities to describe a vibrant cultural future.

Recognizing the sweeping research and analysis necessary to understand Durham’s cultural ecosystem, the City and County have engaged AMS Planning & Research as its lead consultant. AMS joined with respected local experts, V. Dianne Pledger and Dr. LaSaundra Booth, who bring insight into an array of cultural sector issues, broadly and distinct to Durham and the region.

In addition, The City and County identified a team of “Community Cultural Partners (CCP), to complement the consultant’s research effort, specifically in activating historically under-served communities. It is our pleasure, as a team, to provide the following Phase 1 report to the Cultural Roadmap Planning Group, and by extension to the City and County of Durham.

This report codifies our learnings from the first stage of work, in which we heard from over 1,350 voices through interviews, surveys, workshops, focus groups, and a public open house. While putting these learnings together in a report might suggest that the work is nearing completion, it is critical to state otherwise. This is the beginning. As Cultural Roadmap Planning Group leaders have stated, the planning process must be focused toward implementation, and an ongoing commitment to nurturing Durham’s creative and cultural landscape. This is the long game for Durham, formally in the hands of elected officials and public servants, and informally in the hands of thousands of residents, visitors, business leaders, educators, and more.

An Equitable, Inclusive Process

The Cultural Roadmap planning process is designed in alignment with the City of Durham's *Equitable Community Engagement Blueprint*. AMS worked with the Phase 1 Creative Community Partners, local expert V. Dianne Pledger, Dr. LaSaundra Booth, and City staff to reach Durham's diverse communities and elicit input. The input tools and number of participants to date are summarized in the graphic below.





Executive Summary: Durham is Dynamic

Key Questions

- 1) What are the community's(ies) goals for arts and cultural opportunity [Cultural Roadmap]?
- 2) What resources will be required to implement a new roadmap for Durham?
- 3) How might a newly established Office of Arts & Culture facilitate and advance the City's arts and cultural stakeholders' priorities?
- 4) How would a government Office Of Arts & Culture be structured and operate?
- 5) What would the impact be on other City and County arts services providers?
- 6) How would the Office sustain and maximize funding and streamline operations to service the arts and cultural sector?

Several themes have emerged from our research to date. They respond to key questions guiding the Cultural Roadmap process, at left, and to the economic, social, creative, and cultural environment in which Durham is ascendant.

Before articulating the research themes, the AMS team worked with stakeholders to understand what "success" would mean for Durham's arts, culture, and heritage sectors. Across 63 individual interviews and focus groups with 33 additional community members, an early definition came into focus. This provides clarity as the Cultural Roadmap process continues and will inform

the metrics used to chart progress by Durham's Cultural Roadmap Planning Group, the Durham Cultural Advisory Board, City leadership, and the community at large.

Success is...

- Accountability for cultural roadmap implementation.
- Means to secure dedicated funding.
- Guidance for supporting artists.
- Clear metrics of success.
- Widespread contribution to the plan's creation by diverse community and neighborhoods.
- Avenues to cultivate partnerships and collaborations identified.
- Leadership and advocacy (establishment of office of arts & culture).
- Steps are included to help preserve Durham's cultural heritage and identity.
- Space needs addressed.

The points above intentionally blend metrics, policies, practices, and values. They set a framework for the rest of the Cultural Roadmap process and will assist Durham’s leaders in holding themselves accountable over the long life of the Cultural Roadmap.

Themes

Durham’s growth impacts everything – especially arts and culture.

Dramatic population and economic growth ¹ has impacted the arts, culture, and heritage sector. Resources that are hard to create quickly – particularly housing – are a significant concern. While Durham is rising as a destination for knowledge workers and professionals, the creative community stands to lose its “share of mind” if new residents are unaware of the sector’s contributions and needs. Particularly, many contributors to the Cultural Roadmap process have conveyed a desire for developers to create affordable space for artists and culture-bearers – ranging from studios to housing.

Artists, arts workers, and culture makers in Durham are (very) diverse and need many kinds of support to thrive.

The plethora of cultural traditions, styles, and genres in Durham cannot be overstated. However, the people behind the work are vulnerable to implicit and explicit biases. Deconstructing racist and classist systems is critical to meeting their wide range of needs, in ways that do not compromise their artistic and cultural contributions. This could include simplifying grant proposal processes, driving more funding and other resources to individual artists, and explicitly prioritizing support for historically marginalized artists, art forms, and cultural actors. The diversity of Durham’s arts and culture sector – in genre, form, and people – is its most distinctive strength, and its most delicate.

The public sector is essential to realizing a vibrant future for arts and culture.

Community perceptions of the *opportunity* for the public sector are positive and aspirational. Confidence in the public sector’s

¹ City of Durham population has grown 300% since 1970; County population has grown 250% since 1970. County median household income has grown 60% since 2010; City median household income 70% since 2010.

capacity to implement a robust, flexible, inclusive policy and associated programs is fragile, however. There is healing to be done between legacy entities, including existing public agencies, and Durham’s historically marginalized communities before a fulsome partnership can be advanced. Listening sessions and other activities designed to repair the relationship between creative practitioners and legacy organizations could be an effective strategy, if paired with aligned policies and programs and co-designed with the creative practitioners themselves.

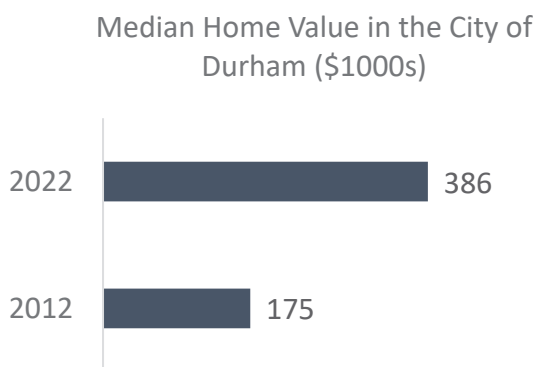
Physical access to culture is critical, impacting who has the opportunity to make culture and who gets to experience it. Durham’s venue inventory is consistent with a 20th century development strategy centering downtown stakeholders and their needs instead of the larger ecosystem of residents. Prioritizing local access to arts and culture across Durham’s diverse neighborhoods, and tailoring accessibility strategies to meet a wide range of needs, is envisioned by many Cultural Roadmap process participants as a key to success for the sector, the City, and the County. Areas particularly needing investment and attention include West Durham and Central Park.

Helping Durham to keep evolving while also strengthening the existing arts and culture sector is a key to success. It is critical to explore strategies and policies to assist the arts, culture, and heritage sector and its communities to participate fully in Durham’s growth, while protecting their distinctiveness, authenticity, and deeply rooted role in Durham. Participants in interviews, surveys, focus groups, and the public input event all indicated an appetite for both new mechanisms to generate funding dedicated to arts and culture, and new strategies for distributing those resources equitably. Exploring possible structures is a part of the implementation stage of the work.

Themes In-Depth

Durham's growth impacts everything – especially arts and culture.

Durham's growth is well-documented. Durham County's population has more than doubled since 1970. The City of Durham has seen its population triple in the same time, surpassing 290,000 residents in 2022. Household income has also grown. Since 2010, County-wide median incomes have grown by a factor of 1.6, passing \$69,000/year in 2022, and City median household incomes have grown even more, passing \$78,000/year in 2022. Businesses in Durham County have seen parallel growth. In 2004, when Durham's last cultural plan was issued, there were 4,706 firms in the County across all industries.² In 2021, the most recent year for which data is available, there were 5,950 firms – a 26% increase. Importantly, while growth has occurred in nearly all sectors, arts and culture growth has not paced other sectors such as technology. Consequently, the arts, culture, and heritage sector represents a smaller relative share of firms – indicating a risk that, in an ever-busier business environment, greater effort is needed to drive “share of mind” among civic leadership, corporate leaders, and the community at large.



The built environment has also been challenged to keep pace with Durham's economic growth. Median home values more than doubled between 2012-2022, rising to a median home value (owner-occupied) of \$386,000. Census data indicates that Durham had a net gain of 27,000 housing units between 2012-2022; this accounts for the elimination of some 7,300 housing units built in 1990 or earlier.

² U.S. Census Bureau. "Business Dynamics Statistics: Establishment Age: 1978-2021." Economic Surveys, ECNSVY Business Dynamics Statistics, Table BDSEAGE, 2021, <https://data.census.gov/table/BDSTIMESERIES.BDSEAGE?q=Durham city, North Carolina&t=Business and Owner Characteristics:Employment Size&g=050XX00US37063>.

Importantly, more than 12,000 of the City’s new units are in structures with 10 or more units, hinting at a change in how City residents engage with neighbors and the environment.

This growth has consequences for housing access, including for artists and culture-bearers. According to a 2016 report on City of Durham Affordable Housing Goals for 2016-2021, “for every 100 very low-income renter households, there are only 79 rental units affordable to them.”³ And as recently as August 2023, affordable housing was a topic of significant concern within the Durham Comprehensive Plan process, with far-reaching policy and investment reforms on the table.⁴ Among artists and cultural workers who responded to the community survey (n=507) 62% reported that affordable housing was a “high priority” or their “top priority.”

Among the hundreds of stakeholders who have contributed to the Cultural Roadmap, there is consensus that arts and culture are important to Durham’s growth. Arts, culture, and heritage are a central part of Durham’s appeal to prospective residents, businesses, and tourists. Simultaneously, stakeholders cite the richness of Durham’s creative ecosystem as a reason they stay – or aspire to.

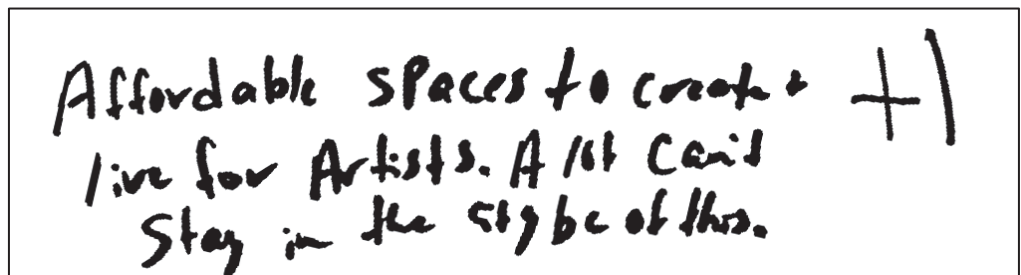


Figure 1: Community Workshop Feedback

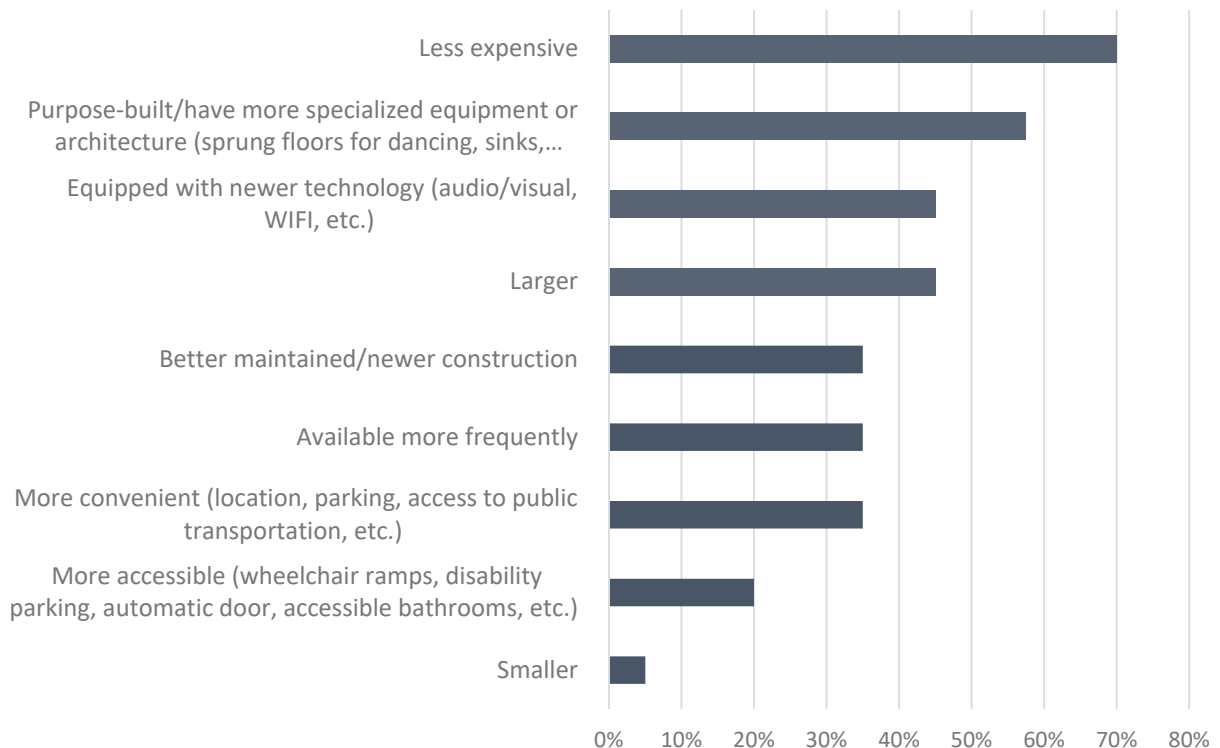
³ <https://www.durhamnc.gov/DocumentCenter/View/28819/Affordable-Housing-Goals>

⁴ <https://engagedurham.com/DocumentCenter/View/562/Elected-Officials-FAQs?bidId=#:~:text=A%20new%20policy%20that%20reads,30-80%25%20of%20AMI.>

Artists, arts workers, and culture makers in Durham are very diverse and need many kinds of support to thrive.

In community input received via over 100 in-person encounters (interviews and focus groups) as well as 987 responses to the community survey, an array of artists' needs were expressed. Core needs include affordable housing and creative space. Most participants in the Cultural Roadmap process assert that these resources are essential to ensuring artists and cultural workers can stay in Durham. In the following charts, respondents to the venue users survey (n=55) reported the specific barriers they experience when accessing (or attempting to access) facilities for making art.

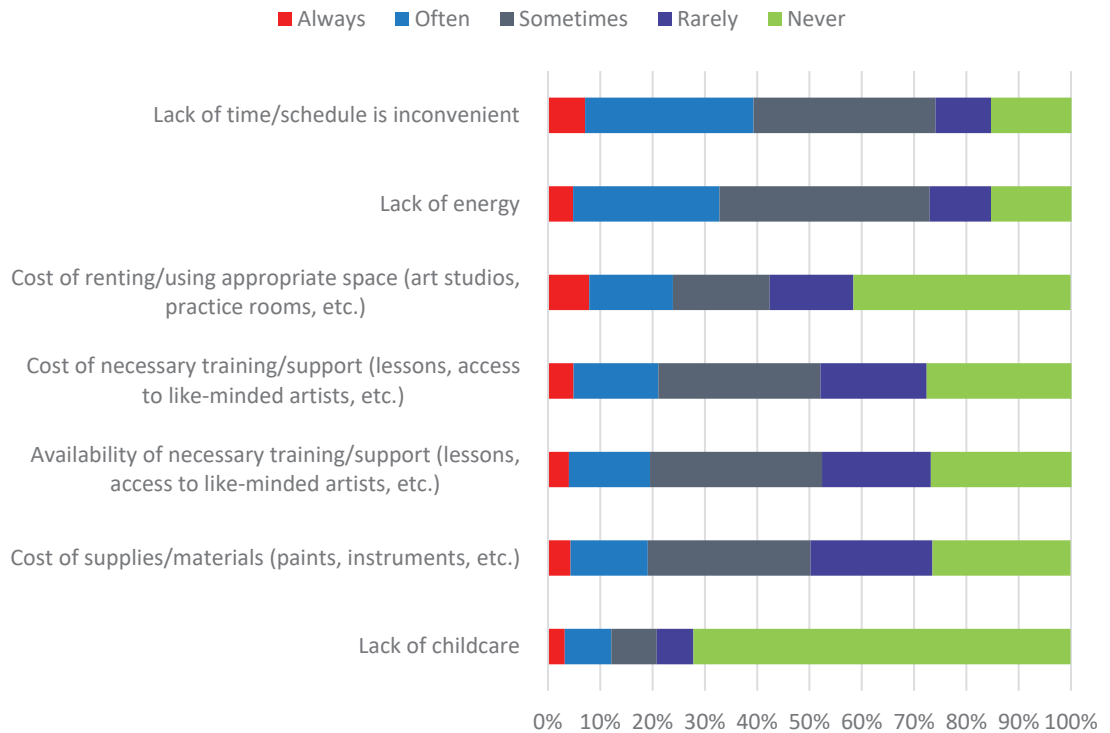
Thinking about the facilities that you currently uses for art-making, what space needs do you have that are not currently being met? (Please check all that apply) I need space(s) that are...



Expanding on the need for affordable housing and creative space, tailored support for artists who are Black, Indigenous, Latino/a, and/or

people of color is also a stated need. The NorthStar Church of the Arts, for example, was named by over a dozen Cultural Roadmap process participants as an illustration of what could be the model for Durham’s diverse neighborhoods and communities of creative practice. This innovative enterprise, founded by local artist-activists Phil and Nnenna Freelon, holistically links Durham’s past, present, and a vision of a thriving, just, whole future, “centering creative spiritual expression and fostering deep healing for artists of color.”⁵

How often do any of the following factors prevent you from creating art when, where, or how you would like to?



⁵ <https://www.northstardurham.com/>

A key takeaway in this area is that, given the extraordinary diversity of Durham’s people, creative practices, cultural traditions, and spaces, a “one size fits all” policy would fail. At the December 11, 2023, Visioning Workshop, participants shared words that “capture the essence of arts and culture in Durham.” In the graphic below, the two most prominent words are “Diverse” and “Vibrant,” and the additional words arrayed around these two most-common words include “Grassroots,” “Authentic,” and “Scrappy.” This input sheds light on an early preview of what may be the appropriate policy strategy – one that requires care, room for individualization to the extent practicable, and opportunities for iteration to probe and resolve emerging issues.



Figure 2: Visioning Workshop Input

The public sector is essential to realizing a vibrant future for arts and culture.

The appropriateness of creating a City-run office of arts and culture is an essential question of the Cultural Roadmap process. Feedback received during the December 11 Visioning Workshop, which engaged over 35 members of the Cultural Roadmap Planning Group and other stakeholders, strongly reinforced that there is an appetite for a public agency charged with advancing Durham's arts, culture, and heritage practices and communities. Interviews and focus groups with a diverse range of stakeholders further strengthened the sense that the public sector, especially City government, has a role to play that goes beyond existing structures and strategies.

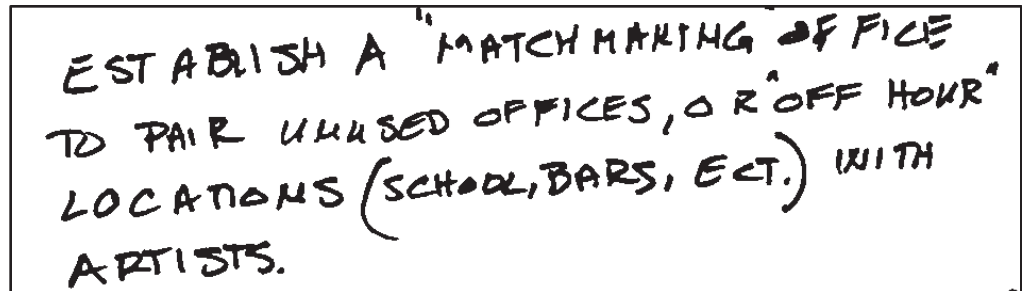


Figure 3: Community Workshop Feedback

There is also worry about the City's capacity to implement such an office, with several individuals citing the challenges of existing bureaucratic practices and policies. Concerns about timeliness, transparency, inclusion, and representation were cited in the same breath as aspirations for an office of arts and culture. The Cultural Roadmap Planning Group's definition of art and culture underscores the complexity of delivering service that is fully reflective of Durham:

Art and Culture is Expansive

The Durham Cultural Roadmap must encompass visual arts, performing arts, literary arts, history and heritage, science, the humanities, recreation, and individual creative expression. This wide-reaching "arts and culture ecosystem" impacts the quality of individual, community, and family life and influences tourism, investment, and economic opportunities.

Durham’s vibrant community cultural expressions take place in neighborhoods, downtown, and outside of traditional arts venues.

Many stakeholders assert that patterns of funding are inequitable and reflected a dated, Eurocentric notion of “arts and culture.” Based on background materials provided to AMS, the City has historically relied on a top-down funding scheme, underscoring stakeholders’ concerns about inclusion and equity. In the chart which follows, AMS has documented

City of Durham Funding to the Arts FY18-FY24

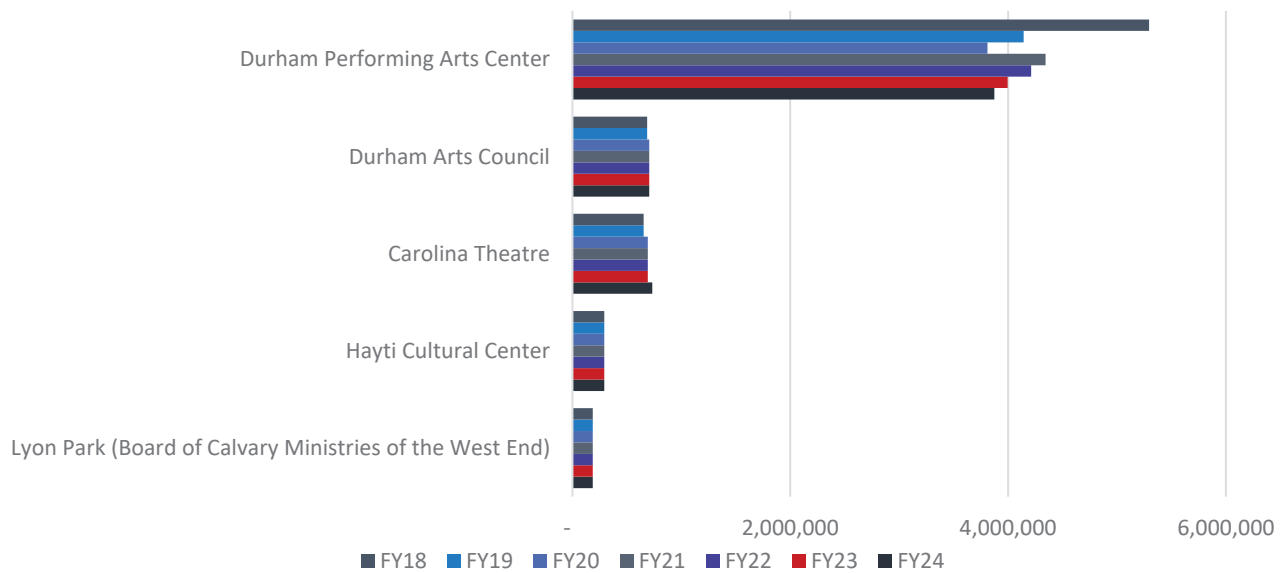


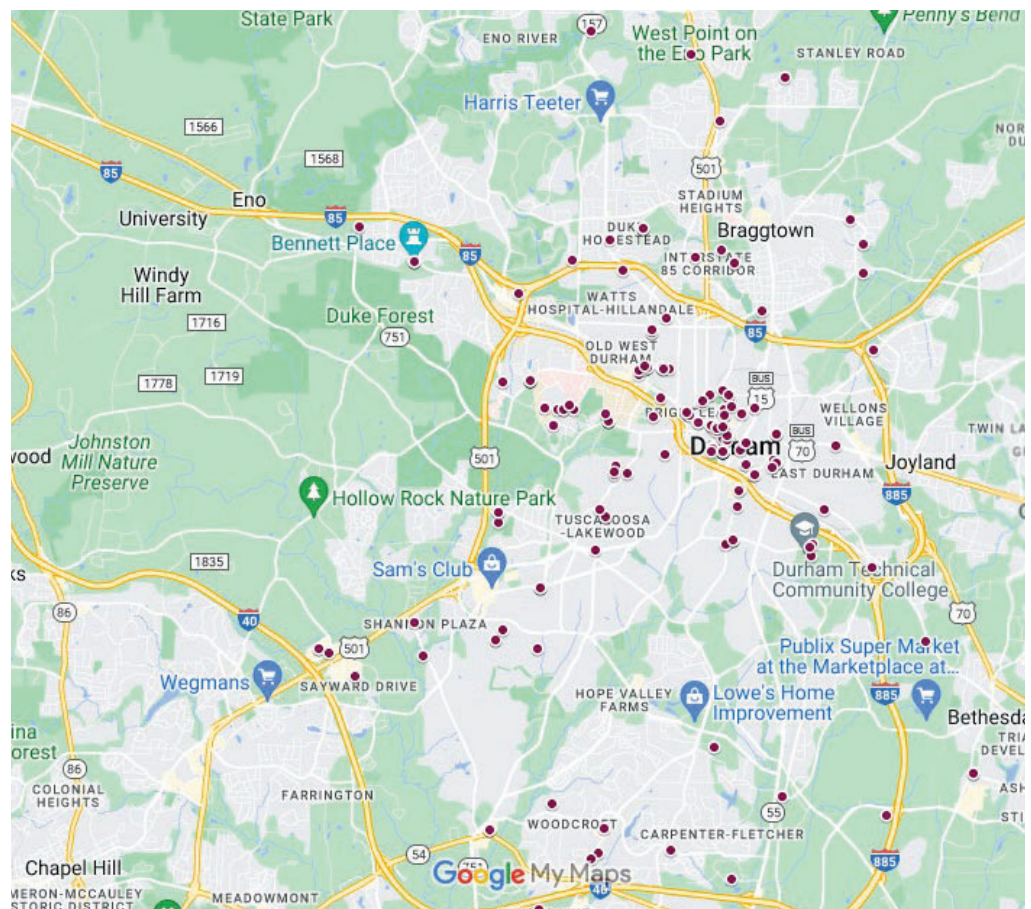
Figure 4: City funding to arts entities over a 7-year period, through FY2024.

City resources have remained flat or declined for the duration of this window. While changes in funding to the Durham Performing Arts Center reflect a planned reduction, resources to the Durham Arts Council, Carolina Theatre, Hayti Cultural Center, and Lyon Park have been near flat since FY2018. Coupled with the impacts of inflation, this results in an approximately 25% reduction in spending power.⁶

⁶ We reached this conclusion using the SmartAsset.com inflation calculator. The tool shows cumulative inflation between 2018 and 2024 of 24.92%.

Physical access to culture is critical, impacting who has the opportunity to make culture and who gets to experience it.

Durham has nearly 245 identifiable facilities that house arts, culture, and heritage organizations and/or programs. It is likely that spaces used for arts production – rehearsal spaces, workshops, and studios, for instance – are integrated into individuals’ homes and other spaces, and therefore complicate the process of documenting creative space fully. As the map below illustrates, while venues are distributed widely, most are concentrated in downtown Durham. Interviewees, focus group participants, survey respondents, and CRPG members collectively report a sense of “threshold anxiety” is felt by historically marginalized communities in relation to downtown venues.



For example, the January 20, 2024, community input session, which was held at the Durham Arts Council, was thought after the fact to be insufficiently welcoming to artists, culture-bearers, and other community members of color. The feeling that “culture” is reserved for traditionally White spaces and people is one that this Cultural Roadmap process will continue to navigate.

Cultural Roadmap participants have also asserted that the means to physically access culture could be improved. First, through improved public transportation, reaching more places at more predictable times. It is felt that this would encourage potential participants to venture out of their neighborhoods. Second, driving resources to more neighborhoods so that cultural offerings could be more widely distributed, eliminating, or reducing the need to travel for cultural experiences.

Accessibility also turns on uniquely human needs, connected to but not solely focused on physical location. More comprehensive language interpretation was mentioned in interviews, focus groups, and the Visioning Workshop. Cultural Roadmap participants have also expressed a need for written materials, including calendars and arts coverage, in more languages than English.

Still more noted that more staff in arts spaces are necessary to ensure that participants, artists, and other stakeholders had a positive experience of using arts venues. While the operational decisions of specific venue operators are beyond the scope of this study, there are techniques the City could employ to incentivize strategies that drive a sense of welcome. Support for talent development is another potential funding area. Coordination of recruitment and retention programs that diversify the front-of-house and professional workforce might be another area of opportunity. Self-assessment resources, grounded in the *Equitable Community Engagement Blueprint*, would be a third means to develop more welcoming, inclusive arts spaces.

Helping Durham keep evolving while also strengthening the existing arts and culture sector is a key to success.

Durham’s continuing evolution – culturally, economically, and otherwise – is seen as positive and deeply complex. The notion of evolution tells us that growth does not merely involve getting bigger. It requires fundamental systems change.

Throughout this first wave of listening to Durham’s diverse community members, the AMS team and our collaborators have heard about issues springing from Durham’s evolution economically, culturally, and socially. A preponderance of contributors to the Cultural Roadmap Process have posited solutions that would distribute City and County resources in a way that is more equitable than historic precedents. These ideas are often shared in the same breath and speak to changing systems in subtle yet profound ways.

Frustration with the lack of a comprehensive cultural news source was paired with dreams of a digital cultural calendar, especially one that foregrounded work by, about, and for Durham’s residents who are Black, Indigenous, Hispanic/Latine, and people of color is one example. Anxiety about real estate development was paired with aspirations to a “percent for art”-style funding mechanism – a potential pathway we will explore in the next phase of work.

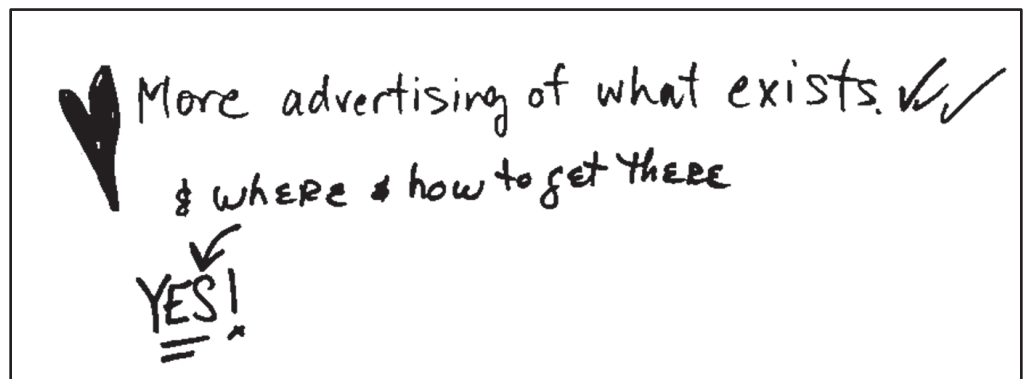


Figure 5: Community Workshop Feedback

Improved information-sharing about arts and culture is of significant interest to Cultural Roadmap participants, with attention to both the long-established peoples and organizations and the continual emergence of new work, new artists and culture-makers, and new creative business

ventures and communities. One participant illustrated their ideal future for Durham, in the image which follows.

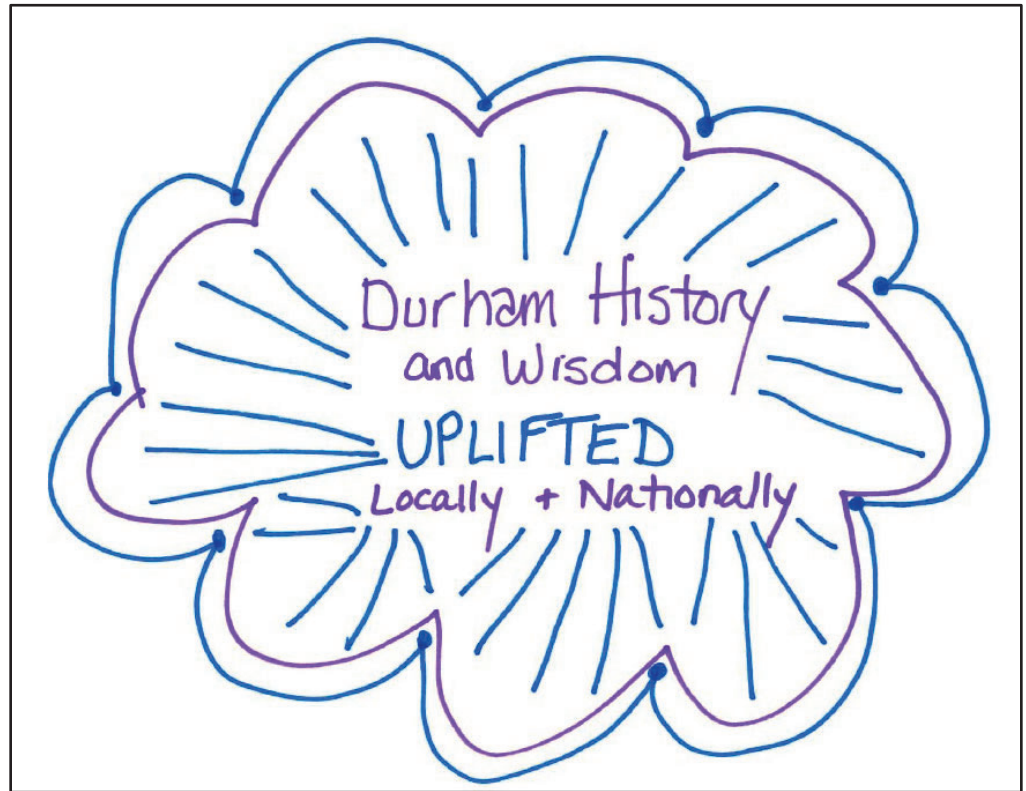


Figure 6: Community Workshop Feedback

The Cultural Roadmap looks to harmonize these overlapping notes of continuity and innovation, community place-keeping, and growth. In the upcoming research and engagement tasks, the AMS team and our collaborators will explore how a set of to-be-determined exemplar cities have advanced arts, culture, and heritage.



What We Aspire To: Stakeholder Priorities

One word was overwhelmingly common in the feedback received during the January 20, 2024, community input session: **More.**

- Participants described the desire for more recognition of Durham’s art, artists, culture-bearers, and cultural practices.
- More accessibility of venues and funding.
- More diversity, especially on not-for-profit boards and other decision-making bodies.
- More housing; more *affordable* housing.
- More communication on more platforms, spanning traditional and new media, and organized more accessibly and coherently.
- More art, especially more public art, and in more places.

Durham’s collective appetite for arts, culture, and heritage is vast, and the Cultural Roadmap will need to set forth not just one but many pathways to a vibrant, inclusive, and vital future.

The many voices who have contributed to the Cultural Roadmap to date have coalesced into five priority areas, each noted below. These are particularly well-illustrated by two data streams: first, comments received during the first community input session on January 20th, and second, the 111 narrative comments from community survey respondents. From the 140 participants in the day-long event on January 20, we received over two dozen specific descriptions of participants’ vision for Durham’s future, as well as hundreds of additional comments responding to structured prompts. Community survey respondents reinforced and reiterated many of the same comments, some positing specific actions (e.g., more support for music in food establishments) and some praising or criticizing the sector in sweeping terms.

Future Visions

Economic Access

- More funding: fund thematic focus areas (climate change, etc.) and diversity funding sources (universities, corporates, etc.).
- More affordable attendance/participation opportunities.

- More (larger) funding streams dedicated to arts, culture, and heritage.
- More access to venues for presentation and creation (lower rents/use fees).

Spatial Equity

- More affordability: affordable housing for artists.
- More public engagement: in the process of developing artwork and in the communities of color or in outside-downtown areas.
- More cleanliness: consistent maintenance and cleanliness of venues and neighborhoods.
- More public art: public art that reflects Durham’s diverse communities, celebrates local history, embraces nature, strengthens interactivity, and receives culturally relevant, substantial promotion.
- Broader activation of neighborhoods via public art and (subsidized/funded) culturally relevant programs.

Equity, Accessibility, & Inclusion

- More accessibility: more new venues and more utilization of existing venues.
- More diversity: representation of underrepresented communities; more diversity on nonprofit boards.
- More youth-focused programs and initiatives; more offerings in day-parts appropriate for youth and family engagement.
- More racially equitable support; more racially inclusive (e.g., Black, African/African American, Hispanic, etc.) programming, and more culturally distinctive pathways to promotion.
- More affordable housing earmarked for artists; more affordable housing for BIPOC artists and culture-bearers.

Information & Awareness

- More recognition of Durham’s art and history: “Durham History and Wisdom Uplifted Locally and Nationally.”
- More communication: leverage social media as a communication platform and a way to showcase artwork.

- More arts learning opportunities; arts learning delivered in inclusive and culturally relevant ways (e.g., youth- or older adult-focused; tailored to and delivered by Hispanic communities, etc.)

Distinctiveness

- More programs: programs to nurture local artists and talents, public street fairs and music festivals, thematic programs (climate change, etc.).
- More clarity and support for Durham’s history, identity, and “brand” as a center of cultural practice and creativity.
- Protection for the diversity of Durham’s creative ecosystem; resources to halt closure of small and mid-size arts and culture organizations (e.g., over 10 mentions of Manbites Dog Theater’s 2018 transition from producing to project grants).

These ideas and aspirations form the basis for the next phase of work, described in the following section.



Next Steps

As this initial phase of work draws to a close, the AMS team and our collaborators are preparing to begin the *Assets and Opportunities* phase of work.

The tasks include close study of 3-5 exemplar cities, to understand how municipal governments, along with partners in the private sector, have realized goals aligned with the themes and issues Durham residents have identified. We will examine how arts and culture funding has – and, potentially, has not – served sector stakeholders and the wider community. We will explore whether and how arts criticism has received distinct investment, and the possible sector impacts related to that focus.

Throughout this task engagement with and input from the many Durham communities is critical to building confidence in the recommendations of the Cultural Roadmap process.



Appendices

Creative Community Partners

Key Informants

Kickoff Presentations

Surveys

Methodology

Community Survey

Facility User Survey

Visioning Workshop

Community Input – Slides Delivered on January 20, 2024

Creative Community Partners

The City and County of Durham devised a program called the Creative Community Partners as part of the Cultural Roadmap Process. This was to be a subcontractor of the lead consultant who would drive meaningful engagement with historically marginalized populations in Durham using arts-based strategies.

In July 2023, the City developed and issued a separate Request for Qualifications seeking proponents for the Creative Community Partners program. Responses from diverse creative genres, disciplines, and cultural heritage were sought out. A team comprised of Cultural Roadmap Planning Group representatives reviewed 37 submitted responses and identified Solidarity Team of Artistic Revolutionaries (S.T.A.R.) as the finalist. S.T.A.R. was a group of five individuals. Their biographies are included at the end of this section.

At the City's direction, AMS worked with S.T.A.R. to develop an Equitable Community Engagement Plan and to support S.T.A.R. in their development and implementation of community engagement activities. The group delivered two events, one in October 2023 and another in November 2023. Both were reviewed by AMS and the City for alignment with the Cultural Roadmap process and goals.

In **October 2023**, S.T.A.R. sent one representative to the Really Really Free Market, organized by North Durham Mutual Aid. Set up at one of nine tables at the event, Ms. Alexandre distributed survey flyers and coasters and engaged participants in a "ripple mapping activity" where they responded to the prompt, "Why the arts matter to them." S.T.A.R.'s report on the event indicated that 45 people engaged with Ms. Alexandre over two hours, with 13 submitting note cards or other material responding to the above-noted prompt.

In **November 2023**, S.T.A.R. members Taari Felice and Littlebird Dee participated in the Fall Community Culture Fest. This three-hour event was held in a physically accessible venue and S.T.A.R. reported engaging with 40 individuals during the event. While the event was also live-streamed, the report did not indicate the number of participants online.

S.T.A.R. Biographies

Claire Alexandre is a queer Afro-Caribbean public artist and student of ecologies. Through mixed media paintings and street art, her work centers abolition, community prosperity, Diaspora folklore and sustainable land stewardship. Claire understands her art to be the material form of a radical imagination. It is a powerful tool she chooses to use to counter narratives that have repeatedly harmed people and places in her community, particularly women and queer BIPOC and their ability to relate to their environment. She also speaks fluent French and Spanish. Claire is excited at the opportunity to participate in shaping a tool that will build solidarity across Durham and be of aid to artists of all ages to find their place in our community.

Dr. Amanda Bennett is a queer Black Southern poet and educator living in Durham, North Carolina. As a doctoral candidate at Duke University, she completed a dissertation centering practices of Black femme magic within Black women's literary history. As a graduate student, she collaborated with her students to create the community poetry workshop series "Poetry as Pedagogy: Finding Healing and Community Through Writing." Previously, Amanda has published her short fiction and poetry in Obsidian, Triangle Poets Series, The Concern Reading Series, Murder Journal, and Jellyfish Magazine. She has performed her poetry at Triangle poetry reading series including Octopod, Paradiso, Death Faire, and P.E.S.C.Y. She is also the founder of the Black feminist consulting and education collective, "define&empower". Amanda is interested in being involved in the Durham Cultural Roadmap because she wants to draw on established connections within the Durham poetry community to continue developing spaces for poetry and creative expression that center queer and trans people of color.

Littlebird Dee creates as a singer, piano player, signer, weaver, farmer, potter, knitter, needle felter and connector. They are drawn to spaces, communities and places that welcome exuberant expression, curate containers for grief and seek out joy. They identify as a white, queer/trans/nonbinary, chronically ill/Disabled, autistic littlebird with values and intentions deeply rooted in the Justice and Liberation Movements. Born and raised in the Triangle region, they now spend their time between the Piedmont and the Mountain regions. From the first moment they saw the call for Creative Community Partners they knew this was a project that needed queer artists, organizers, POC leadership and

Disabled voices speaking at the table. With their skills in connecting and resourcing their community, organizing and collaborative team building they are ecstatic for the involvement in this project with this well-resourced team to keep Durham's expansive creativity true to the heart of the people in this city.

*Maxine Eloi is an award-winning filmmaker, actor, musician, writer and director, classically trained at Boston University the London Academy of Music and Dramatic Arts. Maxine has continued to pursue their creative passions through film, theater and music since graduating with a Bachelor of Fine Arts. Maxine has acted in over a dozen films, including sci-fi fantasy feature film *The Broken Swords* and her award-winning film, *Sunday Funday*. Maxine has most recently been cast as one of the leads in a film produced by Durham based production studio Comfrey Films, *Under False Colors*; this film will be coming out in 2024. They are a company member of Theater Delta, Aggregate, Vault, Rise Up and Curious Theatre Collective. Maxine also acts, writes, produces and directs on the comedy web series *Dot Org*, a mockumentary series available on Vimeo and Youtube. Maxine believes that through art, storytelling, community and education, we can collectively move toward liberation.*

Taari Felice is an activist looking to find truth through the way love expresses itself on Earth; creating whatever they can to tell the stories that seek them, find them, trust them. They spend a lot of time thinking about the ways that individualism, exceptionalism, and many of the other -isms of the world have jaded love and actively work to keep us separated from both each other and the earth itself. Taari creates to express and release some of the deep pain felt from the ways so many of us are systematically deprioritized; how decisions made about us, without us, are never for us. They create, seeking connection with those who know that a better world is possible and are ready to build it. Taari currently lives in Durham.

Key Informants

City of Durham

- Summer Alston, Division Manager, Arts, Culture and Sustainable Communities
- Ajani Anderson , CPAP Project Coordinator
- Chief Andrews, Durham Fire Department
- Amy Armbruster, City Sustainability and Greening
- Rebecca Brown, Cultural and Public Art Program Director
- Keith Chadwell, Deputy City Manager
- Tania Dautlik, City Sustainability and Greening
- Sean Egan, Director, Transportation
- Sterling Elliott, Cultural Roadmap Intern and NCCU Student
- A'lice Frazier, Office of Youth-Program Manager
- Bertha Johnson, Deputy City Manager
- Reginald Johnson, Director, Community Development & Neighborhood Revitalization, Affordable Housing
- Mark-Anthony Middleton, Mayor Pro Tempore-Honorary Chair
- Stephanie Minor, CPAP Project Coordinator
- Wanda Page, City Manager
- Stacy Poston, Assistant Director of General Services
- Jina Propst, Director of General Services
- Cory Rawlinson, Community Intervention Support Services
- Annette Smith, Grants and Special Projects Analyst, Sr.
- Constance Stanvil, Director, Neighborhood Improvement Services
- Sara Young, Director of City/County Planning, City/County
- Robert Zoldos, Chief, Fire Department

Durham County

- Tammy Baggett, Director, Library
- Brenda Hayes-Bright, County Public Art Coordinator
- Peri Manns, Deputy Director, County Engineering; oversight of City of Durham Public Art
- Kristen Patterson, Deputy Director, Durham Public Health Department
- R. Mark Strange, Durham Criminal Justice Resource Center

Durham Cultural Roadmap Planning Group

- Javiera Caballero, Member; Durham City Council
- E'Vonne Coleman, Member; Chair, Durham Cultural Advisory Board
- Akiva Fox, Member; Artist, Bulldog Ensemble Theatre
- Zena Howard, Co-Chair, CRPG, City of Durham
- Brenda Howerton, Honorary Co-Chair; Chair, Board of County Commissioners, Durham Arts Council
- Barbara Lau, Member; , Founding Director, Paul Murray Center
- Laura Ritchie, Member
- Steve Schewel, Co-Chair
- Andre Vann, Member; Archivist, NCCU

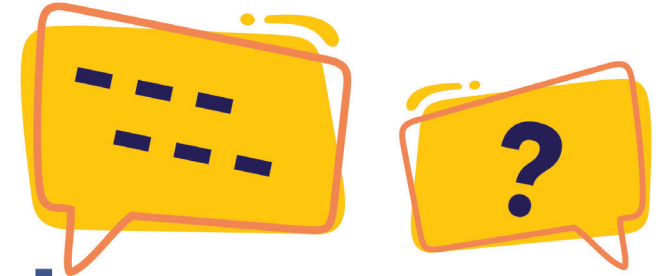
Durham Community Leaders

- Susan Amey, CEO, Discover Durham
- Bob Ashley, Board Chair, Museum of Durham History
- JP Buxton, President , Durham Technical Community College
- Mya Castel-Marte, Co-Chair, Public Art Committee
- Heather Anne Cook, Founder, Scrap Exchange
- Sarah Edwards, INDYweek
- Margaret DeMott
- Sherry DeVries
- Rodrigo Dorfman, Filmmaker, Writer, Arts advocate
- Geoff Durham, CEO, Durham Chamber of Commerce
- Nnenna Freelon, Founder, Northstar Church of the Arts
- Rick Grant, Durham Arts Council
- Lilyn Hester, Head of External Affairs, South East Google
- Germain James, Executive Director, North Star Church of the Arts
- Angela Lee, Executive Director, Hayti Heritage Center
- Monet Marshals
- Randy McKay, CEO, Carolina Theatre
- Sarah Meiners, Sr., Marketing Manager, Longfellow Real Estate
- Molly Mocklock, Co-Chair, Public Art Committee
- Patrick Mucklow, Museum of Durham History
- Kai Riedl, Sling Shot Festival & Beats and Bars Festival
- Jeremy Roth, Motorco Music Hall

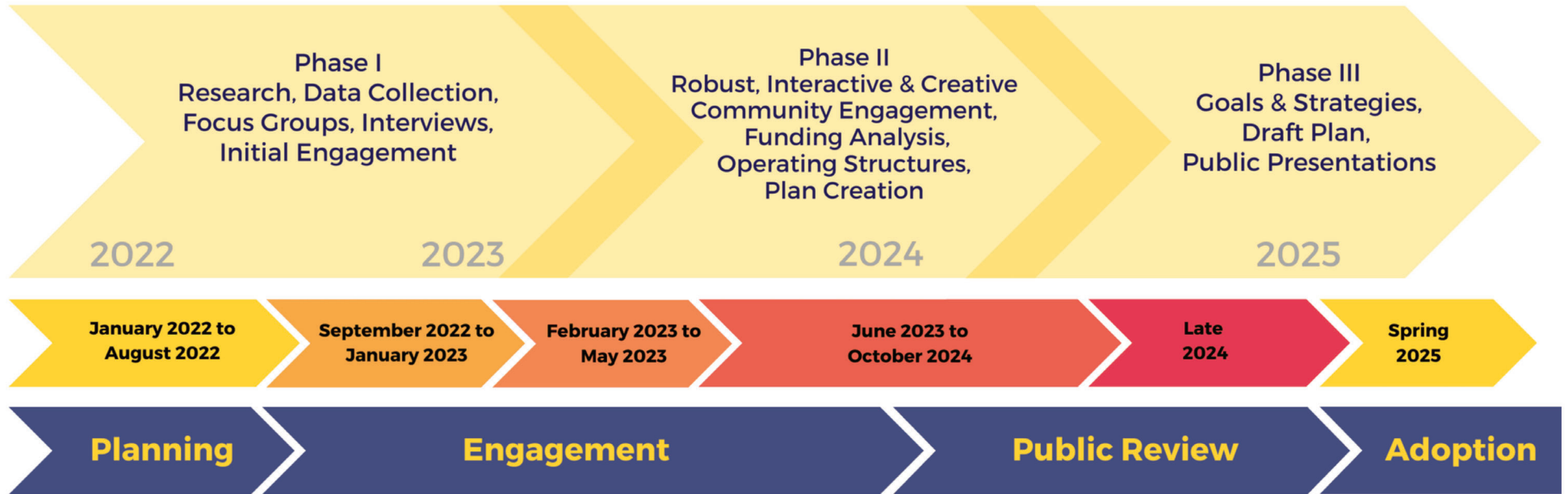
- Sarah Schmader, Director of Community Outreach, Scrap Exchange
- Crystal Taylor, Sling Shot Festival & Beats and Bars Festival
- Nicole Thompson, President and CEO, Downtown Durham, Inc.
- Angela Thorpe, Executive Director, Pauli Murray Center
- Timothy Walter, Owner, The Fruit Performance Venue
- Mayme Webb-Bledsoe, Board Chair, Pauli Murray Center

DURHAM CULTURAL ROADMAP



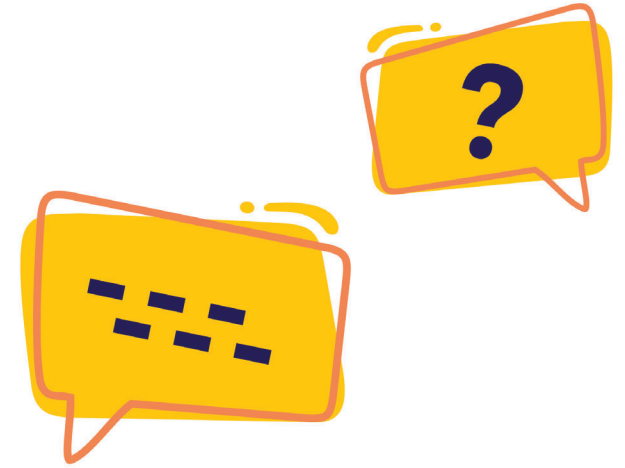


Timeline for Engagement



An Inclusive Process

- Durham Residents
- Cultural Roadmap Planning Group (CRPG)
- Durham’s Cultural Advisory Board (DCAB)
- Creative Community Partners
- Community Participation interviews, focus groups, community survey, community meetings

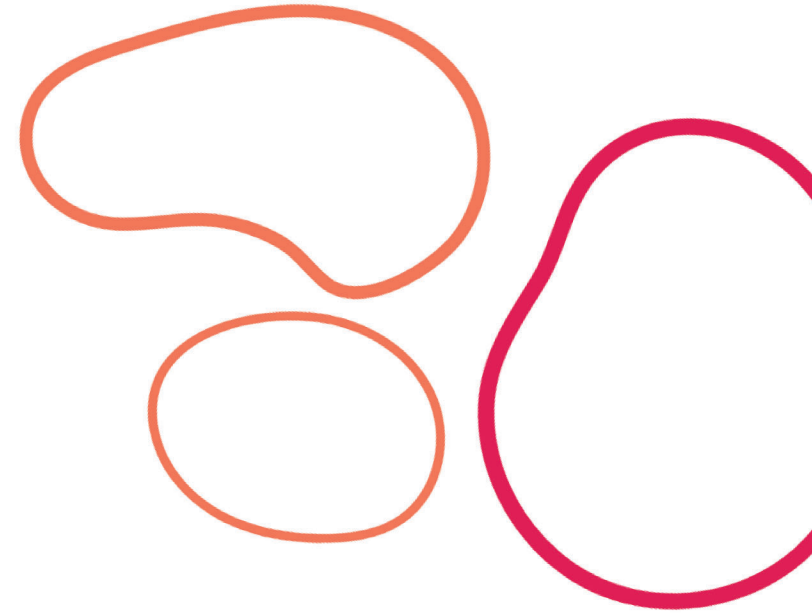


An Inclusive Process



What is Success?

- Accountability to Implement the Plan
- Dedicated Funding
- Guidance for Supporting Artists
- Clear Metrics
- Widespread Contribution to the Plan
- Cultivation of Partnerships
- Leadership & Establishment of the Office of Arts & Culture
- Preserve Durham's Cultural Heritage & Identity
- Creative space needs addressed



DURHAM CULTURAL ROADMAP

Themes

1. **Durham's growth impacts everything** – especially arts and culture.
2. **Artists**, arts workers, and **culture makers** in Durham are (very) **diverse** and need many kinds of support to thrive.
3. The **public sector is essential** to realizing a vibrant future for arts and culture.
4. **Physical access** to culture is critical, impacting who has the opportunity to make culture and who gets to experience it.
5. Helping **Durham to keep evolving while also strengthening the existing arts** and culture sector is a key to success.

Affordable Housing &
Creative Spaces

Meeting needs of historically
marginalized
artists & art forms

Public sector aligning &
co-designing with creatives

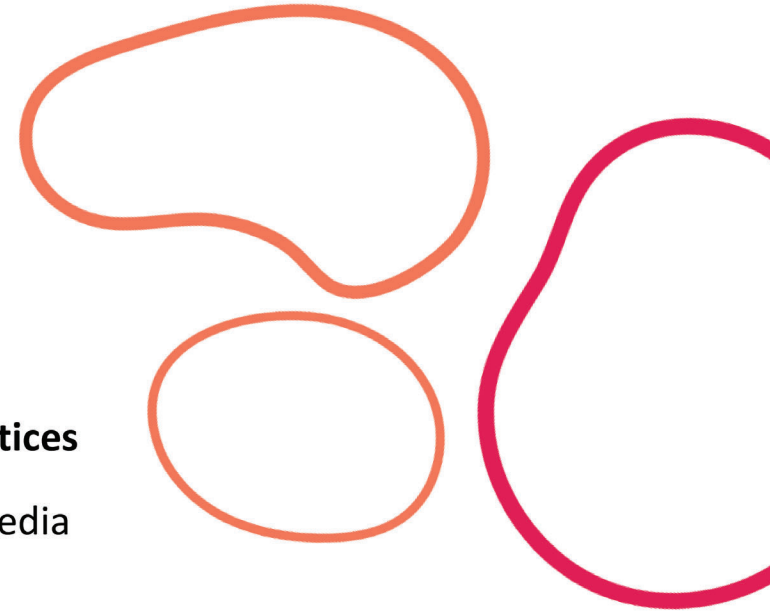
Neighborhood-based
offerings & venues

Protecting Durham's
distinct culture within
growing community



Priorities -- MORE

- **Recognition:** Durham's art, artists, **culture-bearers & cultural practices**
- **Communication:** more platforms, spanning **traditional** and **new** media
- **Accessibility:** **venues** and **funding**
- **Diversity:** not-for-profit boards & other **decision-making bodies**
- **Housing:** more *affordable* housing
- **Art:** across Durham & including public art



Vision

