



CITY COUNCIL AGENDA REPORT

Meeting Date: November 16, 2023

From: Noreen Leek, Parks & Recreation Director

Subject: Award of Contract to NINE dot ARTS for Public Art Master Plan

Community Goal/Result

Community Building

Purpose

To increase citizens' appreciation of art, improve quality of life, and to enhance Brisbane's identity as a unique community within the greater Bay Area.

Recommendation

Award the contract for the public art master plan to NINE dot ARTS, in the amount of \$75,000.

Background

As outlined in the City's Art in Public Places Ordinance, public art has the power to energize our public spaces, arouse our thinking, and transform the places where we live, work, and play into more welcoming and beautiful environments that invite interaction. By its presence alone, public art can heighten our awareness, question our assumptions, transform a landscape, or express community values, and for these reasons it can have the power, over time, to transform a city's image. Public art helps define a community's identity and reveal its unique character.

On June 1, 2023, the City Council provided direction to staff to proceed with a Request for Proposals (RFP) to solicit prospective firms for the purpose of establishing a Public Art Master Plan. The master plan will provide long-term direction to the Public Art Advisory Committee and the City Council on the planning and processes necessary to further develop, administer and maintain a dynamic public art program in the City of Brisbane. The consultant will be responsible for developing policies and procedures, prioritizing City needs related to public art, and identifying types and locations of art throughout the City in order to establish a clear future for public art in the City of Brisbane. The Consultant will work collaboratively with the City's Public Art Advisory Committee and City Staff to ensure broad public outreach and involvement to curate a vision for Brisbane's public art. The master plan for public art in Brisbane will include integration of art in both existing and to be built public spaces. Future opportunities for art are anticipated in areas such as the Crocker Trail, Sierra Point, and the Baylands.

Discussion

The Public Art Advisory Committee met to review the five responses to the RFP and elected to conduct interviews with three short-listed firms to inform their decision-making process. On October 30, 2023, the Public Art Advisory Committee interviewed NINE dot Arts, Designing Local, and Gail Goldman & Associates. The Committee unanimously recommended NINE dot ARTS as the preferred consultant.

Fiscal Impact

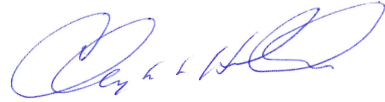
The cost of NINE dot ARTS master planning services for this project is \$75,000 and will be paid for using the Public Art Fund (Fund 275). The Public Art Advisory Committee is also recommending a 20% contingency (or \$15,000) to draw from as needed to support master planning efforts. An example of this would be the costs associated with facilitating community engagement events. This approach aligns with industry best practices and funds are available to support this within the Public Art Fund.

Attachments

1. NINE dot ARTS DRAFT Agreement
2. NINE dot ARTS Proposal Packet



Noreen Leek, Parks & Recreation Director



Clay Holstine, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT dated November 16, 2023 is made by and between THE CITY OF BRISBANE, a municipal corporation ("City"), and NINE dot ARTS ("Consultant").

RECITALS

- A. City desires to retain Consultant to prepare a public art master plan.
- B. Consultant is specially trained, experienced, and qualified to provide such professional services and is willing to do so pursuant to the terms and conditions of this Agreement.

AGREEMENT

1. **Scope of Services.** Subject to the direction and approval of City through its staff that City may provide from time to time, Consultant shall perform the services described in the scope of work outlined in the Consultant's proposal (*Exhibit A*) referenced herein.
2. **Time of Performance.** The services of Consultant shall commence upon the execution of this Agreement and shall be satisfactorily completed within the agreed upon timeframe.
3. **Responsible Personnel.** The personnel acting on behalf of Consultant primarily responsible for performance of the services hereunder shall be as set forth within Exhibit A.
4. **Compensation.** As compensation for all services to be performed by Consultant under this Agreement, Consultant shall be paid the amounts set forth and incorporated herein as Exhibit A. In no event shall Consultant's total compensation exceed the agreed upon sum without additional authorization from City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.
5. **Method of Payment.** Consultant shall submit billings to City describing in detail the work performed for which payment is requested and a description of any reimbursable expenditures. Consultant shall submit billings to City following an invoicing schedule that aligns with the Consultant's phased scope of work and per a mutually agreed upon schedule between the City and Consultant. City shall pay Consultant no later than 30 days after approval of the invoice by City. Such payment shall not be unreasonably withheld.
6. **Maintenance and Inspection of Records.** Consultant shall maintain all ledgers, books of account, invoices, vouchers, canceled checks, timecards, and other records or documents relating to charges for services or expenditures charged to City, for a minimum of three (3) years from the date of final payment to Consultant under this Agreement and shall make the same available to City or its authorized representatives for inspection and audit, at any time during regular business hours, upon written request by City. The right of inspection shall include the right to make extracts and copies.

7. **Assignment and Subcontracts.** Consultant acknowledges that Consultant's skill and expertise is a material consideration for City entering into this Agreement. Consultant shall not assign, subcontract or delegate to any other party the performance of any services to be rendered by Consultant or Subconsultants without the prior written approval of City. If City consents to any sub-consulting of work, Consultant shall be fully responsible to City for all acts or omissions of the subconsultant.

8. **Ownership of Documents.** Upon payment of fees and expenses due, all plans, studies, documents, and other writings prepared by and for the Consultant in the course of performing its services under this Agreement, except working notes and internal documents, shall become the property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, upon receipt of final payment for services, provide such reports, plans, studies, documents, and other writings to City. City will indemnify and hold harmless Consultant from future use or misuse of aforementioned plans, studies, documents, etc. CMG is entitled to use documents and materials prepared for the project, for promotional purposes.

9. **Independent Contractor.** Consultant is, and at all times shall remain, an independent contractor, and not an agent, officer or employee of City. As an independent contractor, neither Consultant nor any of Consultant's agents or employees shall be entitled to any salary, fringe benefits, worker's compensation, retirement contributions, sick leave, insurance, or other benefit or right connected with employment by City, or any compensation other than as provided in this Agreement. Consultant shall have no power or authority to bind City to any contract or otherwise to incur any obligation or liability for, or on behalf, or in the name of City.

10. **Licenses.** Consultant represents and warrants to City that Consultant has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature that are legally required of Consultant to practice its profession. Consultant shall, at its sole cost and expense, keep and maintain such licenses, permits, qualifications, insurance and approvals in full force and effect at all times during the term of this Agreement. Consultant shall procure and thereafter maintain a City of Brisbane business license during the term of this Agreement.

11. **Compliance with Laws.** Consultant shall use the standard of care in its profession to comply with all applicable published federal, state and local laws, codes, ordinances and regulations in connection with the performance of its services under this Agreement.

12. **Employment Eligibility.** At the request of City, Consultant shall furnish to City copies of Employment Eligibility Verifications (INS Form I-9) or other evidence satisfactory to City showing that any or all persons providing services under this Agreement for on behalf of Consultant is eligible to be employed in the United States. In the event Consultant is unable or unwilling to provide the employment eligibility verification within ten (10) days after City's request, City may require the immediate removal from the project of such workers as specified by City, and upon any failure by Consultant to do so, City shall be entitled to terminate this Agreement.

13. **Indemnity.** Consultant shall indemnify, defend, and hold City, its officers, officials, employees and volunteers, harmless from and against any and all claims, demands, causes of action, losses, damages, injuries, expenses and liabilities, including reasonable attorney's fees, to the extent actually caused by negligence or willful misconduct in the performance by Consultant of its services under this Agreement or its failure to comply with any of the its obligations contained in this Agreement, and City shall not be liable for any negligent acts or omissions or willful misconduct of Consultant. Consultant shall not be liable for the negligent acts or omissions or willful misconduct of the City.

14. **Insurance.** Consultant, at its own expense, shall procure and maintain, for the duration of this Agreement, insurance policies, which satisfy the following requirements:

(a) Type of policies and coverage:

- (1) *General Liability Coverage.* Consultant shall maintain commercial general liability insurance in an amount not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage, providing coverage at least as broad as Insurance Services Office Commercial General Liability form CG 0001 (Ed. 11/88). If the form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- (2) *Automobile Liability Coverage.* Consultant shall maintain automobile liability insurance in an amount not less than \$1,000,000 combined single limit for each occurrence, for bodily injury and property damage, providing coverage at least as broad as Insurance Services Office form CA 0001 (Ed. 12/90) Code 1 (any auto).
- (3) *Workers' Compensation and Employer's Liability Coverage.* Consultant shall maintain workers' compensation insurance as required by the State of California and employer's liability insurance in an amount not less than \$1,000,000 per occurrence, for any and all persons employed by Consultant in connection with the performance of services under this Agreement. In the alternative, Consultants may rely on a self-insurance program to provide this coverage so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or Consultants, if a program of self-insurance is provided, shall waive all rights of subrogation against City for loss arising from work performed by Consultants for City.
- (4) *Professional Liability Coverage.* Consultant shall maintain professional errors and omissions liability insurance in an amount not less than \$1,000,000 per claim, covering negligent acts, errors or omissions which may be committed by Consultant in the performance of its services under this Agreement.

(b) Endorsements: Each general liability and automobile liability insurance policy shall contain, or be endorsed to contain, the following provisions:

- (1) The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents, or volunteers.

- (2) For any claims related to the Project, Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, agents, or volunteers shall be excess of Consultants' insurance and shall not contribute with it.
 - (3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, its officers, officials, employees, agents, or volunteers.
 - (4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (5) Consultant's insurance coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.
- (c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - (d) Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII, unless otherwise approved by City in writing.
 - (e) Verification of coverage. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required by this Agreement. Certificates of such insurance shall be filed with City before commencement of work by Consultant. At the request of City, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement.
15. **Notices.** Any notices required or permitted to be given under this Agreement shall be in writing and shall be either personally delivered or sent by certified mail, return receipt requested, addressed to the other party as follows:

To City

City of Brisbane
50 Park Lane
Brisbane, CA 94005
Attn.: City Manager

To Consultant

NINE dot ARTS
3734 Osage Street
Denver, CO 80211
Attn.: Jackie Fraser

16. **No Recovery of Litigation Fees and Costs.** In the event of litigation, including administrative proceedings, related to this Agreement, including, but not limited to, any action or suit by any party, assignee, or beneficiary against any other party, assignee or beneficiary, to enforce, interpret, or seek

relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorneys' fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party might prevail or be determined to be a prevailing party.

17. **Termination of Agreement.** This Agreement may be terminated by any party, effective upon written notice, should the other party commit any material default in the performance of its obligations hereunder. This Agreement may also be terminated by either party, for any reason, upon fifteen (15) day's prior written notice to the other party. In the event this Agreement is terminated by City through no fault of Consultant, Consultant shall be compensated for all services performed to the date of termination.

18. **Equal Opportunity Employment.** Consultant warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal opportunity employment.

19. **Miscellaneous Provisions.**

- (a) Severability. Should any portion of this Agreement be declared void or unenforceable in a final decision by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement can be reasonably interpreted to implement the intention of the parties.
- (b) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and cancels all prior agreements or understandings, whether written or verbal.
- (c) Amendments. This Agreement may be modified or amended only by a written document duly executed by both City and Consultant.
- (d) Waiver. The waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same provision or any other provision of this Agreement.
- (e) Execution. Each party warrants that the individuals signing this Agreement on its behalf have the legal power and authority to do so and to bind the party to this Agreement.
- (f) Successors and Assigns. Subject to the restriction against assignment and subcontracting, this Agreement shall be inure to the benefit of and shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

THE CITY OF BRISBANE

By: _____
Clayton L. Holstine, City Manager

ATTEST:

Ingrid Padilla, City Clerk

APPROVED AS TO FORM:

CONSULTANT

By: _____
Jackie Fraser, Director of Business
Development, NINE dot ARTS

Michael Roush
Legal Counsel

DRAFT

A watercolor-style map of Brisbane, Australia, showing the city's layout, roads, and green spaces. The map is divided into two horizontal sections by a black line. The top section shows a detailed view of the city's grid and waterfront, while the bottom section is more faded and serves as a background for the title.

NINE dot ARTS

CITY OF BRISBANE

Public Art Master Plan



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NINE dot ARTS, Corp.

Established 2009

Phone: 303-999-0383

Email: letstalk@ninedotarts.com

Offices:

NINE dot ARTS Headquarters

3734 Osage Street

Denver, CO 80211

Seattle Office

3146 Portage Bay Place E Unit G

Seattle, WA 98102

Point of Contact for Contract Negotiations:

Jackie Fraser

Director of Business Development

NINE dot ARTS

jackie@ninedotarts.com

+1-720-515-6310

3146 Portage Bay Place E Unit G

Seattle, WA 98102

To Ms. Noreen Leek,

NINE dot ARTS is thrilled about the opportunity to develop the first Public Art Master Plan for the City of Brisbane, California. We are always inspired by the opportunity to shape the creative fabric of a place and demonstrate how art can be so much more than a tool for entertainment and beautification. It can produce vibrant destinations that strengthen local economies and make a positive social impact.

As a certified DBE, W/MBE, and SBE company, NINE dot ARTS offers unmatched experience that spans various business categories. Our services range from commissioning dynamic public art installations to developing comprehensive art and cultural master plans for places like Denver's River Mile Metropolitan District; the City of Kirkland, Washington; the Denver International Airport; the City of Wichita, Kansas; 6th Street in Austin, Texas; the River District in Charlotte, North Carolina; and more. We have worked with everyone from artists and engineers to developers, architects, community organizations, and cities to complete nearly 1,000 projects spanning 39 states and five countries. This has allowed us to support hundreds of emerging and underrepresented artists and generate more than \$50 million in revenue for the creative economy.

Unique features we will bring to this project include our ability to analyze and develop public art policies, requirements, and best practices; our creative community engagement activities to gain public buy-in and support city approvals; our one-of-a-kind visioning exercise to build consensus across project participants; and our exceptional ability to help cities like Brisbane reap maximum social and financial value from their public art program. More information about our differentiators can be found in the following page titled "Our Company Pillars."

This document provides the requested information about NINE dot ARTS, your proposed consulting team, examples of past projects, and other details that demonstrate our ability to successfully fulfill the City's scope of work. We look forward to the opportunity to partner with the City and its residents to create a Public Art Master Plan that will help shape Brisbane's evolution, improve the experience of its residents and visitors, and grow its social, cultural, and financial capital for years to come.

Thank you for considering us as your partner in placemaking.

Sincerely,



Jackie Fraser
Director of Business Development
NINE dot ARTS
jackie@ninedotarts.com

our company **PILLARS**

As a partner in placemaking, we help our clients transform spaces into one-of-a-kind experiences through the power of art and culture.

NATIONAL TEAM OF SPECIALISTS

As a national art consultancy with over 30 specialists, we can support projects of any size and scale. Our size allows us to deliver quality, scope, and scale.

- From boutique hotels to 20,000-acre art master plans
- Comprehensive project management
- On time, on budget, every time
- Network of 10,000+ artists
- Available nationwide
- National team, local artwork

STRATEGIC PARTNERSHIP

As your strategic partners, we understand your project's brand, vision, and goals. And with this knowledge, we deliver.

- Bring your brand to life
- Connect to the community
- Spark conversation
- Create a sense of place

COLLABORATIVE PROCESS

Our proven creative process makes art curation and master planning a collaborative, efficient, and enjoyable working experience. And by being involved early, we help create spaces for bold, iconic artwork that would be impossible anywhere else. Plus, we do the heavy lifting to give you peace of mind.

- Visioning and Roadmap
- Community engagement
- Research and curation
- Art acquisition
- Installation and engagement

CONNECTION TO COMMUNITY

We engage with the community to understand local culture and source artists who reflect it. By partnering with local artists and community leaders, we:

- Draw positive attention for the project
- Generate community goodwill
- Reflect the culture and history of a place
- Uplift local and emerging artists
- Curate meaningful art collections with an authentic story

COMMITMENT TO DEIB

We hold ourselves accountable to ensure diversity, equity, inclusion, and belonging are core components of our firm's ethos at every level. Our curated collections help clients demonstrate their DEIB values.

- Certified W/MBE, SBE, and DBE firm
- Support underrepresented artists
- Honor the culture and history of a place



NINE dot ARTS

STATEMENT OF QUALIFICATIONS

statement of QUALIFICATIONS

With over a decade of award-winning expertise in art curation, consulting, and master planning, our NINE dot ARTS team is uniquely qualified to develop a public art master plan through a process of active public engagement. The following pages demonstrate our approach for completing all items outlined in the scope of work, including and especially providing public art assessments and recommendations, organizing meaningful community outreach, and delivering a cohesive plan that provides clear strategic direction for the future of public art in Brisbane, California.

WORKLOAD AND BACKLOG:

Unlike sole proprietors, our national team of 30+ specialists allows us to complete projects of any size and scale. We average between 100 and 160 active projects at any given time, ranging from \$50,000 to \$2 million or more. Our current workload is 105 active projects with a backlog of approximately \$13.5 million. To complete our work, we utilize a full suite of hiring, communication, collaboration, and accounting software to ensure staff capacity aligns with project requirements and supports seamless project management.

LITIGATION:

NINE dot ARTS has no recent or pending litigation.



APPROACH

Phase 0: Project Management - Ongoing

- Development of meeting schedules, agendas, and material preparation
- Recurring check-in meetings completed virtually or in-person
- Monthly project reporting based on percent of work completed
- Ongoing communication and consensus building

Phase 1: Assessments & Recommendations

Task 1: Kick-off meeting

Our team will convene the Public Art Advisory Committee and the appropriate City stakeholders for an initial meeting to lay the groundwork for the project. We will build consensus around shared interests and objectives, walk stakeholders through our proposed project approach, and establish a timeline to share progress and solicit feedback as we move through each of the below phases.

Task 2: Situational Analysis and Data Review

NINE dot ARTS will perform a holistic review of Brisbane's arts and cultural infrastructure, including research into its demographic landscape, industry trends, public engagement data, art and culture policies, and existing public art programming. We will use the findings to analyze the social and economic impact of Brisbane's current public art inventory and programs.

- Review past and current policies, documents, and local codes
- Review and assess priorities of the Public Art Advisory Committee
- Review and assess upcoming and future projects within Brisbane that may provide public art opportunities (i.e. Crocker Trails, Sierra Point, the Baylands, and other public facilities, parks, gathering spaces, and private developments)

Task 3: Comparative Benchmark Review

NINE dot ARTS will review best practices and policies from other comparable city art programs, as well as research various financial resources to help sustain and grow Brisbane's public art and placemaking opportunities.

- Summary of industry best practices
- Define processes and policies for public art and highlight government purchasing procedures relevant to Brisbane
- Suggest programs and strategies to increase funding for public art in Brisbane and help maximize the master plan's impact on the greater city and state

Task 4: Public Art Assessment

We will use initial discussions with the City and findings from our situational analysis and data review to classify the state of public art in Brisbane. This will involve a site visit and ongoing collaboration with the Public Art Advisory Committee and/or recommended stakeholders who can accompany our team and highlight existing public art locations.

- Identify sites for existing and future temporary and permanent public artworks via a site visit and photographing of current and potential new art locations
- Develop criteria for the siting of public art projects; Identify current art typologies and materials used and develop related guidance for any new installations
- Provide guidelines for inclusion of public art in public and private sector development projects
- Provide a general process by which artists are commissioned and selected
- Develop public art policy guidelines for administration of public art, including artwork donations, relocation, removal, maintenance, conservation, and deaccession plans

Phase 2: Public Participation Plan

Task 1: Asset Mapping and Outreach Program Development

NINE dot ARTS will leverage the well-established asset based community development (ABCD) model to identify various assets (individuals, organizations, institutions, etc.) that could aid in the development of the master plan. We will then collaborate with the Public Art Advisory Committee to develop a comprehensive community outreach program consisting of a public survey and community open houses, each intended to solicit feedback that will help define and shape the future of public art in Brisbane. Our team will work with trusted local leaders who have relationships with minority and low-to-moderate income communities to ensure our community engagement strategies prioritize these voices. We anticipate support from the Public Art Advisory Committee to help identify and introduce us to these leaders.

- Evaluate creative assets and local resources that currently (or could potentially) support public art
- Create map(s) visualizing existing assets to be included in the master plan
- Identify local leaders who can support targeted community outreach to minority and low-to-moderate income communities

Task 2: Survey Administration

With input from local leaders, we will develop a thoughtful community survey and strategies for outreach, administration, and data compilation that guarantee participation from a diverse range of stakeholders. The survey will engage residents to reveal needs, aspirations, and general sentiments about public art in Brisbane, helping our team uncover further gaps and/or inequities to be addressed by the updated master plan.

- Develop survey questions and program into relevant software (Qualtrics, Google Forms, etc.)
- Create a dissemination plan and timeline
- Disseminate via City websites, social media, and widespread outreach with support of the Public Art Advisory Committee and community leaders

(Continued)

Task 3: Community Open House

NINE dot ARTS envisions another form of public outreach and engagement such as a community open house at a local arts and culture venue like a gallery or cultural center. During this time, participants can complete the survey verbally with a member of our team who will record their response, or via their phone or iPad as a NINE dot ARTS team member walks them through the process and shares about our endeavor to create the City's first Public Art Master Plan. Hosting community input sessions in a creative environment can incentivize participation from elected officials and local business professionals to youth arts educators and everyone in between. Such widespread public investment and goodwill is critical to promote and sustain the Public Art Master Plan.

- Facilitate Open House with support from the Public Art Advisory Committee
- Coordination and promotion of Open House will be the responsibility of the City; NINE dot ARTS will assist with content creation for invitations and marketing

Task 4: Data Compilation

- Compile and organize all survey data and Open House insights
- Analyze and summarize into a report to be included in the final master plan

Phase 3: Development of Cohesive Plans

Task 1: Vision and Strategy Development

NINE dot ARTS will host a collaborative workshop with key project stakeholders and community leaders to summarize data, insights, and community outreach results from Phases 1 and 2. Based on these results, we will present a draft vision statement, mission statement, values, and guiding principles for the Public Art Master Plan. Following approval of this content, we will develop a long-term strategic plan to help the City of Brisbane codify values and objectives related to public art.

- Progress review and visioning workshop
- Build consensus around a public art vision, mission, values, and guiding principles
- Define specific goals and identify short-term and long-term strategic action items, estimated budgets/ costs, and implementation dates
- Identify relevant tools and resources necessary to complete each action item
- Outline existing assets to inform each action item, as well as metrics for evaluating success

Task 2: Compile Report

NINE dot ARTS will synthesize all work into a concise, comprehensive, and user-friendly report that includes all aforementioned deliverables and...

- Clarification of key themes and values on which the community should focus its public art resources
- Recommendations for program development (such as urban/street art, public art pocket map, murals, banners, community art gallery, artists registry, performing art, music, digital media)
- Measurable steps for achieving public art goals in 1-5 years and forecasting for 15–20 year initiatives
- Preliminary plans for an arts district with recommendations for space, operational needs, and financing strategies

- List of potential locations for future art, including intended space for an artist residency program and/or other community-initiated opportunities
- Application of City of Brisbane map to visually depict traffic patterns, wayfinding, and existing and potential new artwork locations (with their intended typology, functions, and impacts on the audience experience)
- Long-term strategies and priorities for disbursement of the Public Art Fund, as well as suggested funding resources, staffing recommendations, and curatorial support
- Strategies for partnering with key community stakeholders including local businesses, schools, artists, and cultural organizations
- Recommended marketing and audience development strategies to support ongoing community engagement with a focus on cultural diversity and community/neighborhood inclusivity
- Priorities for proposed projects with a projected timeline and financial strategies for implementation
- Analysis of current and best-in-practice metrics, comparisons, redundancies, and context with surrounding cities

Task 3: Revisions and Adoption Support

Once the elements of the plan have been thoroughly written, designed, and organized, we will present its contents to the Public Art Advisory Committee and City Council, allowing time for review and comments. We will then make the necessary revisions to incorporate their feedback into the final plan for adoption, including revising charts, maps, and graphics as needed. This updated version will be delivered in a digital document that NINE dot ARTS can present at a Public Art Advisory Committee meeting and a City Council meeting, as well as to relevant community stakeholders to help generate buy-in and goodwill.

As your strategic partners, NINE dot ARTS is available to be hired on retainer for future art consulting services including curating and installing permanent and temporary public artworks. This may involve a mutually beneficial flat fee for our ongoing advisory services. Our team can provide more details about this arrangement and draft a contract should the City of Brisbane be interested.



NINE dot ARTS

RELEVANT EXPERIENCE & EXAMPLES OF WORK

6th Street Austin

INDUSTRY: MIXED USE **REGION:** SOUTH CENTRAL
CLIENT: STREAM REALTY PARTNERS
SCOPE OF WORK: PUBLIC ART MASTER PLAN

CLIENT VISION:

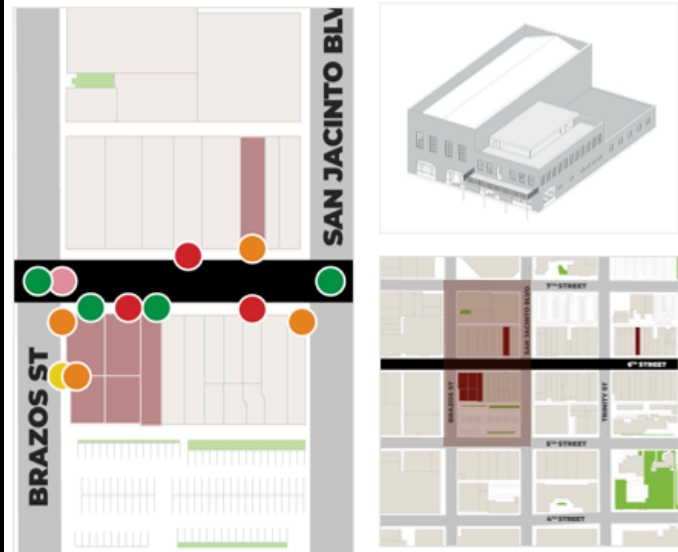
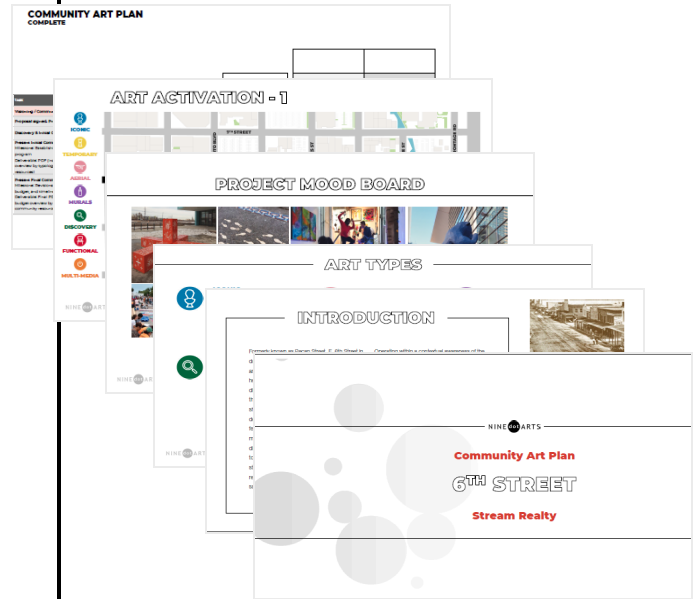
Create a public art program that will amplify the area’s historic architecture and mercantile heritage while celebrating the progress of the future

NINE DOT ARTS VALUE ADD:

NINE dot ARTS is currently developing the art master plan for the comprehensive redevelopment of Austin’s famous 6th Street, formerly known as Pecan Street. The plan will provide strategic direction for future artwork placement, selection, budgeting, scheduling, and cultural programming. Artwork will celebrate Austin’s tech savvy reputation using innovative technologies, materials, and installation methods, as well as honor the street’s mercantile and musical past using abstract and realistic visual expression. The collection will integrate the city’s natural streetscapes and architecture, creating cohesion from the historic 6th and Brazos to the urban oasis of 6th and I-35 corridor. Our art program will capture the city’s unique character by commemorating the voices and stories of the past while pushing artistic boundaries and moving us into the future. Highlights include:

- Art and architectural integration plans
- Art placement based on traffic flow
- RFP process for artist selection
- Community engagement initiatives
- Supervision of installation, lighting, and structural requirements for site-specific artwork
- Art Criteria: discoverable, reflective, diverse, innovative, responsive, destination-worthy, storytelling Art Typologies: iconic, mural, temporary, discovery, functional, aerial, multimedia

See more details on "Client References" page.



Denver International Airport

INDUSTRY: PUBLIC VENUE **REGION:** MOUNTAIN WEST
CLIENT: DENVER INTERNATIONAL AIRPORT
SCOPE OF WORK: PUBLIC ART MASTER PLAN

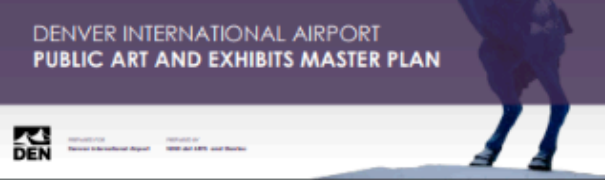


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- EXECUTIVE SUMMARY**
- PUBLIC ART AT DEN**
- TEMPORARY GATEWAY AT DEN**
- ARTWORK ZONING**
- CONCLUSION**

NINE dot ARTS developed the public art master plan for the Denver International Airport (DEN) to guide its public art and exhibition program and provide strategic direction for its growth and success. To complete this work, we conducted several research phases that required thoughtful public engagement and feedback, including:

- Interviews, roundtable discussions, and surveys with key stakeholders
- In-depth study of the passenger experience in airport travel, including interviews and surveys with a range of travelers
- Assessment and documentation of conditions of the current DEN Arts Program
- A benchmarking study and analysis of industry standards and best practices
- Case studies for successful DEN artworks and collaborations

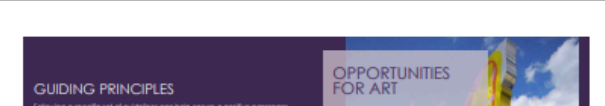


After synthesizing our findings, we developed the mission, vision, and goals for DEN's art program, outlining numerous public art and exhibition opportunities, zoning and art location placements, art concepts, and more. Further, we used research findings to support the tremendous value behind a dynamic art and culture program, particularly in its ability to engage the greater community and city. Other benefits include: Increasing revenue, Elevating a brand, Creating buzz, Creating a unique sense of place that is memorable to visitors and brings pride to locals, and Enhancing individual and collective wellbeing.

Our team's final plan guides DEN to reap these benefits and more, resulting in a one-of-a-kind experience that combines art, culture, and world-class travel. The plan amplifies DEN's art collection in a way that meets changing traffic flows and demands of the contemporary passenger, while creating a positive and memorable experience that reflects the Western region's rich history and progressive ideals.

The DIA Art Master Plan can be found [here](#)

See more details on "Client References" page.



River Mile

INDUSTRY: MIXED-USE **REGION:** MOUNTAIN WEST
CLIENT: REVESCO PROPERTIES
SCOPE OF WORK: ARTS AND CULTURAL MASTER PLAN

The River Mile is an exciting new mixed-use development planned for downtown Denver, where residents and visitors can access retail, entertainment, nature, and more in a thriving walkable neighborhood infused with art and cultural amenities. Our team developed the art master plan to guide the River Mile's arts and cultural activities over a 25-year project lifecycle (and beyond) while prioritizing local creatives. Our recommendations included:

Art and Cultural Policies and Programming: Our team developed a mission, vision, goals, and guiding principles for integrating art and cultural programming into the infrastructure of the neighborhood. These policies focused on leveraging local talent to produce frequent, diverse cultural events that engage visitors and guests alike. Policies were stable enough to set a foundation yet flexible enough to evolve with the changing needs of the community.

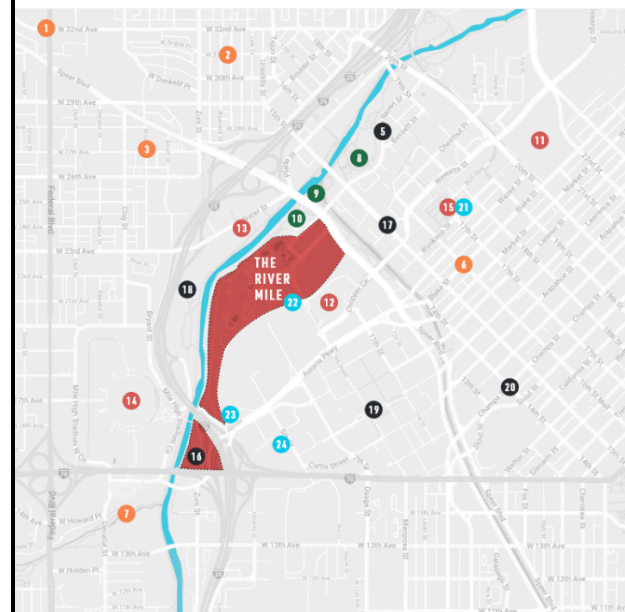
Public Art Integration: We identified art types, goals, and locations that would maximize civic engagement, meanwhile fostering a safe and inviting environment for all.

Localized Art Economy: We provided vertical integration recommendations to create cost efficiencies while uplifting the local labor force. Examples include utilizing excess construction and deconstruction materials for manufacturing and/or on-site fabrication of stage sets, signage, and sculptures. Doing so will both employ Colorado creatives and provide career-building experience for emerging talent through University partnerships.

Financing and Organizing Strategies: Based on a study of ten different developments from around the world, we investigated various organizational models, income sources, and funding types to determine a diversified funding approach that utilizes both percent-of-construction fees and transfer fees applied at lease or sale. Such strategies create a foundation for permanent art infrastructure and community services, generating goodwill and buy-in from residents who join a development.

Mobilizing an Art and Culture Organization: Our team provided guidance for establishing a local arts and culture nonprofit, whose activities would incur additional grants, donations, and event revenue to funding continuous art and cultural programming. We developed an operating plan to guide this organization, ensuring the River Mile remains an integral part of Denver's civic fabric for years to come.

See more details on "Client References" page.





NINE dot ARTS

PROFESSIONAL BACKGROUND

TEAM



MOLLY CASEY
CHIEF CURATOR AND
LEAD CONSULTANT

Role: Provide executive-level guidance and oversight of all art consulting services for the City of Brisbane; Lead the development of the Public Art Master Plan and execution of all items in the scope of work; Oversee daily operations and serve as primary point of contact throughout project

- NINE dot ARTS Chief Curator and Co-founder
- 20 years of art consulting experience, from city-wide public art and cultural planning to the development of private corporate art collections
- Experience mobilizing diverse partnerships across private developers, public agencies, local nonprofits, and creative organizations for capacity building, art activations, and more
- Experience leading and supervising interdisciplinary creative teams through the research, community engagement, curation, acquisition, and installation of a variety of national art experiences
- Degree in Fine Arts (Sculpture)



STEPHANIE MOORE
DIRECTOR OF OPERATIONS
AND PROJECT MANAGER

Role: Oversee comprehensive project management, including supporting stakeholder communications and budget/timeline management

- 14+ years project management experience in commercial development & construction in the hospitality, multifamily, office, and industrial markets
- Project financial management including budgeting, AR, AP, and forecasting for 100+ projects
- Analyzes and mitigates project risks through strong contract knowledge, vendor management, and appropriate insurance coverage
- CREW Charlotte Co-Chair for the Authentic Leadership Committee
- Degree in Art (Digital Art & Ceramics) with Business Minor



ANDREW SHEPHERD
STUDIO AND ADMINISTRATIVE
ASSOCIATE

Role: Assist project team with art program research, outreach, and master plan development; Provide on-call administrative support as needed.

- Supports NINE dot ARTS consulting and curatorial team with site-specific research, program development, installations, and more
- BFA in Painting with expertise in architecture, design, and fine art

Molly Casey



Chief Curator/Consultant and Co-founder

Summary

Molly Casey and Co-founder Martha Weidmann formed NINE dot ARTS in 2009 with the vision of building a forward thinking art consulting company that both curates incredible art experiences and advocates for art and artists. Since then, the firm has completed nearly 1000 projects in real estate development across 39 states and five countries, generating more than \$50 million in revenue for the creative economy. Currently, their artist application, Dotfolio, features over 10,000 artists from around the world.

Molly's leadership and consulting expertise includes working directly with private and public sector clients on projects ranging from curated corporate art collections to robust arts and cultural master plans. She has conducted in-depth project visioning sessions with everyone from architects and designers to developers, community members, and city leaders, facilitating shared decision-making around critical master plan components such as art typologies, location planning, policy development, cultural programming, and more. As Chief Curator, Molly leads, mentors, and supervises interdisciplinary creative teams through the research, curation, community engagement, acquisition, and installation of a range of national art experiences. Her innovative approach to art consulting includes building a global community of artists and developing education, advocacy, and career-building opportunities.

Professional Experience

Chief Curator/Consultant and Co-founder, NINE dot ARTS®, Denver, CO	2009-present
Art Consultant, McGrath and Braun, Denver, CO	2005-2009
Gallery Assistant, Plus Gallery, Denver, CO	2005
Art Elective Teacher, Ebert Elementary School, Denver, CO	2003-2005

Project Highlights

City of Broomfield, Art Master Plan, Broomfield, CO	2023-2024
Centerra, Art Master Plan, Loveland, CO	2022-2023
National Jewish Health, Art Curation & Installation, Denver, CO	2021-2022
Catbird Hotel, Art Curation & Installation, Denver, CO	2020-2022
Porch + Park, Art Curation & Installation, Redmond, WA	2019-2022
Baseline, Art Master Plan, Loveland, CO	2021
El Capitán/La Mainzer, Art Curation & Installation, Merced, CA	2020-2021
Metro Center, Art Master Plan, Aurora, CO	2019-2021
Broadway Station, Art Master Plan, Denver, CO	2020
Denver International Airport, Art Master Plan, Denver, CO	2019-2020
The Rally Hotel, Art Curation & Installation, Denver, CO	2019-2020
Denver Water, Art Curation & Installation, Denver, CO	2018-2020
Dairy Block, Art Master Plan & Curation & Installation, Denver, CO	2016-2018
The Colorado Convention Center, Art Curation & Installation, Denver, CO	2012-2018
TD Ameritrade, Art Curation & Installation, USA	2012-2017
Jackson National Life, Art Curation & Installation, Lansing, MI	2013-2016
The Crawford Hotel at Union Station, Art Curation & Installation, Denver, CO	2012-2014
St. Joseph Hospital, Art Curation & Installation, Denver, CO	2012-2015
Rocky Mountain Hospital for Children, Art Curation & Installation, Denver, CO	2010-2011

Volunteer Experience

Board Member, Think 360 Arts for Learning	2016-present
Quarterly Artist Portfolio Tutorial, NINE dot ARTS	2013-present
Guest Judge, University of Colorado at Denver	2013

Education

Bachelor of Art, University of Colorado Denver, Denver, CO	2005
Independent Art History Study, Paris, France	2001



Stephanie Moore

DIRECTOR OF OPERATIONS | PROJECT MANAGER

Summary

Stephanie has 13+ years of project management experience in the development and construction industry, including several years as a commercial property manager. In addition to being an owner’s representative for the construction of multifamily and office buildings, Stephanie has opened three restaurants for a developer and has worked for a commercial general contractor and a commercial playground firm. The common thread throughout her career has been her passion for making things work. According to Stephanie, no matter the system, process, or problem – there’s always a solution. Stephanie oversees everything from sourcing suppliers to project budgeting and reporting. Additionally, Stephanie holds a degree in fine arts, giving her a nuanced approach to creative problem solving that allows her to identify and mitigate risks, adapt proactively to rapid change, and continuously strengthen both internal and external collaboration.

Professional Experience

Director of Operations, NINE dot ARTS, Charlotte, NC via Denver, CO	2023-present
Senior Project Manager, NINE dot ARTS, Charlotte, NC via Denver, CO	2021-2023
Operations Analyst, Concorde Construction Company, Charlotte, NC	2019-2020
Senior Real Estate Manager, CBRE Inc., Charlotte, NC	2018-2019
Project & Process Manager, New Forum Inc., Charlotte, NC	2017-2018
Property & Project Manager, New Forum Inc., Charlotte, NC	2014-2017
Assistant Property Manager/Project Coordinator, New Forum Inc., Charlotte, NC	2011-2018
Senior Project Manager, Cunningham Associates Inc., Charlotte, NC	2008-2011
Mortgage Loan Officer Assistant, The Stoner Venable Team, Charlotte, NC	2005-2008

Memberships and Associations

Licensed North Carolina Real Estate Broker, Charlotte, NC	2018-present
Co-Chair of Leadership Program Committee, Charlotte Chapter of CREW, Charlotte, NC	2020-present
CREW Charlotte Authentic Leadership Program Graduate, Charlotte, NC	2019

Education

Bachelors of Art, Minor in Business Administration, Elon University, Elon, NC	2002
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Andrew Shepherd

Studio and Administrative Associate

Summary

Andrew Shepherd is a Studio Associate at NINE dot aRTS whose own artistic practice informs his expertise in art curation, acquisition, and overall arts advocacy. At the Savannah College of Art and Design, Andrew studied painting and printmaking, building a studio practice that works across new media, painting, and the built environment. Andrew supports NINE dot ARTS' consulting teams by providing comprehensive research and leveraging productivity software to help program and manage projects from conception to completion. He develops complex inventories, manages budgets, and delivers technical strategies to organize and execute expansive art programs for a range of private and public sector clients.

Professional Experience

Studio Associate, NINE dot ARTS, Denver, CO	March 2022-present
New Media Artist, Professional Practice, Denver, CO	Jan 2019-present
Hospitality Generalist, Catherine Ward House Inn, Savannah, GA	2018-2021

Project Highlights

Centerra, Art Master Plan, Loveland, CO	2022-2023
Le Meridien Hotel, Art Curation & Installation, Salt Lake City, UT	2022-2023
Cherry Hills Country Club, Art Curation & Installation, Cherry Hills Village, CO	2022-2023
Sylvan Uptown Apartments, Art Curation & Installation, Denver, CO	2022
The Mansion, Art Master Plan & Installation, Savannah, GA	2022-2023

Volunteer Experience

Presenter, Cumulative BFA Exhibition, Savannah, GA	2021
Volunteer Canvasser, Bernie Sanders Campaign, SC	2020

Education

Bachelors of Fine Art, Savannah College of Art and Design	2021
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NINE dot ARTS

LIST OF CLIENT REFERENCES

REFERENCES

6TH STREET AUSTIN

Scope & Scale: Public Art Master Plan for six city blocks in downtown Austin, TX
 Cost: \$144,000
 Year Constructed: ongoing
 Project Duration: June 2021 - June 2024 (project underway)

CLIENT REFERENCE:

Caitlyn Ryan, Senior Vice President, Stream Realty Partners
cryan@streamrealty.com
 512-947-4468

DENVER INTERNATIONAL AIRPORT

Scope & Scale: Public Art Master Plan across 52 square miles of airport in Denver, CO
 Cost: \$343,049
 Year Constructed: airport was constructed in 1995
 Project Duration: March 2019 - October 2020

CLIENT REFERENCE:

Stacey Stegman, VP of Communications, Marketing, and Customer Service, Denver International Airport
stacey.stegman@flydenver.com
 303-342-2276

RIVER MILE

Scope & Scale: Arts and Cultural Master Plan for a 62-acre mixed-used neighborhood in Denver, CO
 Cost: \$73,000 for Master Plan, with a planned \$30M in public art installations generated over 30 years
 Year Constructed: ongoing
 Project Duration: October 2019 - June 2020

CLIENT REFERENCE:

Rhys Duggan, President and CEO, Revesco Properties
rduggan@revescoproperties.com
 303-870-8600

MIDTOWN SQUARE

Scope & Scale: Arts and Cultural Master Plan for a public square in Seattle, WA with 27,000 square feet of retail and a 432-unit multifamily building
 Cost: \$500,000
 Year Constructed: 2022
 Project Duration: November 2019 - November 2020

CLIENT REFERENCE:

Vivian Phillips, Founder and Editor in Chief of nonprofit Arte Noir
vivphil@msn.com
 206-227-7747

Patrick Foley, Co-Founder, Lake Union Partners
pat@lakeunionpartners.com
 206-850-6637

COLORADO STATE UNIVERSITY SPUR CAMPUS

Scope & Scale: Public Art Master Plan for 296,000 square feet across three research centers in Denver, CO
 Cost: \$75,000 for Public Art Master Plan; \$1.2 million total art budget
 Year Constructed: 2022
 Project Duration: April 2019 - November 2019

CLIENT REFERENCE:

Jocelyn Hittle, Associate Vice Chancellor Spur Special Projects, Colorado State University System
Jocelyn.Hittle@colostate.edu
 303-718-0931

WE'RE READY TO CREATE SOMETHING MEMORABLE

**LET'S WORK TOGETHER TO DEVELOP A MEANINGFUL
PUBLIC ART PLAN FOR BRISBANE, CALIFORNIA**

303.999.0383

Jackie@NINEdotARTS.com

proposed

BUDGET

PHASES AND TASKS	DURATION	CONSULTING FEES
PHASE 0: PROJECT MANAGEMENT	ONGOING	\$ 2,000
PHASE 1: ASSESSMENTS & RECOMMENDATIONS	8 WEEKS	\$ 20,000
Task 1: Kick-Off Meeting		\$ 5,000
Task 2: Situational Analysis and Data Review		\$ 4,000
Task 3: Comparative Benchmark Review		\$ 5,000
Task 4: Public Art Assessment		\$ 6,000
PHASE 2: PUBLIC PARTICIPATION PLAN	16 WEEKS	\$ 30,000
Task 1: Asset Mapping and Outreach Program Development		\$ 5,000
Task 2: Survey Administration		\$ 8,000
Task 3: Community Open House		\$ 8,000
Task 4: Data Compilation		\$ 9,000
PHASE 3: DEVELOPMENT OF COHESIVE PLANS	12 WEEKS	\$ 18,000
Task 1: Vision and Strategy Development		\$ 8,000
Task 2: Compile Report		\$ 8,000
Task 3: Revisions and Adoption Support		\$ 2,000
TRAVEL	(2-3 SITE VISITS)	\$ 5,000
WORK COMPLETED	36 weeks (9 months)	\$ 75,000

Total not to exceed = \$75,000

Hourly Rates

Director of Curatorial and Lead Consultant: \$275/hour
 Director of Operations and Project Manager: \$200/hour
 Studio & Administrative Associate: \$120/hour

Travel or Trip Charges

All reimbursable expenses related to site visits will be accounted for in the \$5,000 allotted for travel above.