

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this "AGREEMENT") is made and entered into this day of \_\_\_\_, day of \_\_\_\_, 2024, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the "OWNER"), and RRM Design Group, a California Corporation (the "CONSULTANT").

### RECITALS

WHEREAS, OWNER desires to engage CONSULTANT to perform certain services, as provided herein, identified as:

#### **RFP 804-24 DEVELOPMENT OF A PUBLIC ARTS MASTER PLAN (PLANNING CONSULTANT SERVICES)**

NOW, THEREFORE, the parties agree as follows:

1. **Parties.**

The parties to this AGREEMENT are:

- A. OWNER: City of Lancaster.
- B. CONSULTANT: RRM Design Group

2. **Notices.** All written notices required by or related to this AGREEMENT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this AGREEMENT shall refuse to accept such mail; parties to this AGREEMENT shall promptly inform the other party of any changes of address. All notices required by this AGREEMENT are effective on the day of receipt, unless otherwise indicated herein.

OWNER                      City of Lancaster  
                                 Attn: Sonya Patterson  
                                 44933 North Fern Avenue  
                                 Lancaster, California 93534

CONSULTANT              RRM Design Group  
                                 Attn: Diane Bathgate  
                                 32332 Camino Capistrano, Ste. 205  
                                 San Juan Capistrano, California 92675

3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **Incorporation by Reference.** The CONSULTANT'S Proposal is hereby incorporated in and made a part of this AGREEMENT. CONSULTANT agrees to comply with all of the requirements set forth therein.

5. **Precedence of AGREEMENT Documents.** If there is a conflict between AGREEMENT documents, the document highest in precedence shall control. The precedence shall be:

First: This AGREEMENT  
Second: The RFP  
Third: The CONSULTANT'S Proposal

6. **Description of Work.** OWNER hereby engages CONSULTANT, and CONSULTANT accepts such engagement, to perform the technical and professional services set forth in the "Scope of Services" attached hereto as Exhibit "A". CONSULTANT shall perform and complete, all work and services set forth in Scope of Services consistent with but limited to, that degree of skill and care ordinarily used by other reputable members of CONSULTANT'S profession, practicing in the same or similar locality and under similar circumstances, nothing in this Agreement shall be interpreted to require CONSULTANT to meet any higher standard of care, and this paragraph shall control over any such contrary provision. The Department Director his or her designee shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the Department Director, or his or her designee.

7. **Obligations of the OWNER.**

A. The total compensation to be paid by OWNER to CONSULTANT for all work and services described in Scope of Services is not to exceed \$174,662. CONSULTANT'S fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "B" attached hereto and made a part hereof.

B. No payment made hereunder by OWNER to CONSULTANT, other than the final payment, shall be construed as an acceptance by OWNER of any work or materials, nor as evidence of satisfactory performance by CONSULTANT of its obligations under this AGREEMENT.

8. **Obligations of the CONSULTANT.**

A. CONSULTANT shall perform as required by this AGREEMENT. CONSULTANT also warrants on behalf of itself and all Subcontractors engaged for the performance of this AGREEMENT.

B. CONSULTANT shall be responsible for payment of all employees' and Subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

9. **Audit.** OWNER shall have the option of inspecting and/or auditing all records and other written materials used by CONSULTANT in preparing its statements to OWNER as a condition precedent to any payment to CONSULTANT.

10. **Hold Harmless and Indemnification.** CONSULTANT agrees to indemnify and hold harmless the OWNER, its elected officials, officers and employees, from and against any and all claims, losses, obligations, or liabilities, including reasonable Attorney's fees, to the extent caused by or in any manner arising out of or

related to CONSULTANT'S negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. CONSULTANT agrees to defend OWNER, its elected officials, officers, employees, and volunteers, from and against any and all claims arising from any alleged negligent or wrongful acts, errors or omissions on the part of CONSULTANT or on the part of its employees. CONSULTANT has no obligation to pay for indemnities' defense related to cost prior to final determination of liability or to pay any amount that exceeds CONSULTANT'S finally determined percentage of liability based on the comparative fault of CONSULTANT.

11. **Amendments.** Any amendment, modification, or variation from the terms of this AGREEMENT shall be in writing and shall be effective only upon mutual written approval by the Department Director and CONSULTANT.

12. **Non-Discrimination and Equal Employment Opportunity.**

A. In the performance of this AGREEMENT, CONSULTANT shall not discriminate against any employee, Subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. CONSULTANT will take affirmative action to ensure that Subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of CONSULTANT for personnel to perform any services under this AGREEMENT. OWNER shall have access to all documents, data and records of CONSULTANT and its Subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

13. **Term; Effective Date.** This AGREEMENT shall become effective and shall be in full force and effect upon the execution of the AGREEMENT by the CITY and the BROKER/FIRM. This AGREEMENT shall continue in full force and effect from \_\_\_\_\_ to \_\_\_\_\_ (a period of 24 months), unless the AGREEMENT is sooner terminated in accordance with the Termination clause in this AGREEMENT; and may be extended if the CITY and the BROKER/FIRM mutually agree in writing to extend the Term of this AGREEMENT.

14. **Termination for Convenience.** The OWNER may terminate this AGREEMENT at any time without cause by giving fifteen (15) days written notice to CONSULTANT of such termination and specifying the effective date thereof. CONSULTANT may terminate this AGREEMENT with or without cause at any time upon (15) day written notice to OWNER. OWNER shall pay any undisputed outstanding invoices within fifteen (15) days of termination.

15. **Independent Consultant.** CONSULTANT is an independent Consultant and shall have no power or authority to incur any debt, obligation or liability on behalf of the OWNER. It is expressly understood between the parties to this AGREEMENT that no employee/employer relationship is intended; CONSULTANT is an independent Consultant.

16. **Insurance.**

A. The Consultant, at its expense, shall maintain in effect at all times during the term of this Agreement the following coverage and limits of insurance, which shall be maintained with insurers listed "A-, VIII" or better in the Best's Key Rating Guide:

**Commercial General Liability**

Each Occurrence	\$1,000,000
-----------------	-------------

Per Project General Aggregate	\$2,000,000
-------------------------------	-------------

Including Products/Completed Operations; Contractual Liability/Independent Consultants; Property Damage

*(Coverage shall be at least as broad as the current ISO form CG2010 and CG2037 combined, or an equivalent providing ongoing and completed operations)*

**Commercial Automobile Liability**

Combined Single Limit per Accident for

Bodily Injury and Property Damage	\$1,000,000
-----------------------------------	-------------

*(Coverage shall be at least as broad as ISO form CA00 01)*

**Workers Compensation**

As Required by the State of California	Statutory Limits
--	------------------

**Employers' Liability**

Each Accident	\$1,000,000
---------------	-------------

Bodily Injury by Disease	\$1,000,000
--------------------------	-------------

Each Employee	\$1,000,000
---------------	-------------

*(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation & Employers' Liability policies)*

**Professional Liability**

Each Occurrence	\$1,000,000
-----------------	-------------

B. The Consultant's General Liability and Auto insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.

C. Professional liability and/or cyber insurance written on a "claims made" basis must be renewed for a period of three (3) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover Consultant for all claims made by the City insured entities arising out of any acts or omissions of Consultant or its officers, employees, or agents during the time this Agreement was in effect.

D. Any deductibles or self-insurance retentions must be declared and approved by the City. At the City's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. All General Liability insurance shall be primary and noncontributory as respects the City insured entities. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the Consultant's insurance and shall not contribute with it.

F. Consultant shall furnish the City with Certificates of Insurance and with original endorsements affecting coverage required by this Agreement. Certificates of Insurance shall meet the following requirements:

(1) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days' prior written notice (10 days' written notice for non-payment) to the City of Lancaster.

(2) List in the "Descriptions of Operations/Locations/Vehicles" section:  
**"RFP 804-24 DEVELOPMENT OF A PUBLIC ARTS MASTER PLAN  
(PLANNING CONSULTANT SERVICES)"**

The City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned."

(3) List in the "Certificate Holder" section:

The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

17. **Commencement and Completion of Work.** The execution of this AGREEMENT by the parties does not constitute an authorization to proceed. The services of CONSULTANT shall commence when the OWNER, acting by and through its Department Director or his or her designee, has issued the Work Order.

CONSULTANT shall have no claim for compensation for any services or work which has not been authorized by the OWNER's Work Order.

18. **Extension of Time for Completion of Work.**

A. If, at any time, the work is delayed due to suspension order by OWNER, or due to any other cause which, in the reasonable opinion of the OWNER, is unforeseeable and beyond the control and not attributable to the fault or negligence of CONSULTANT, then CONSULTANT shall be entitled to an extension of time equal to said delay, subject to the OWNER's right to terminate this AGREEMENT pursuant to Section 13.

B. No extension of time requested or granted hereunder shall entitle CONSULTANT to additional compensation unless, as a consequence of such extension, additional work must be performed. In such event,

19. **Data Provided to CONSULTANT.** OWNER shall provide to CONSULTANT, without charge, all data, including reports, records, maps and other information, now in the OWNER's possession which may facilitate the timely performance of the work described in Scope of Services.

20. **CONSULTANT's Warranties and Representations.**

CONSULTANT warrants and represents to OWNER as follows:

A. CONSULTANT has not employed or retained any person or entity, other than a bona fide employee working exclusively for CONSULTANT, to solicit or obtain this AGREEMENT.

B. CONSULTANT has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this AGREEMENT. Upon any breach or violation of this warranty, OWNER shall have the right, in its sole discretion, to terminate this AGREEMENT without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. CONSULTANT has no knowledge that any officer or employee of the OWNER has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of the CONSULTANT, and that if any such interest comes to the knowledge of CONSULTANT at any time, a complete written disclosure of such interest will be made to OWNER, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this AGREEMENT, CONSULTANT has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this AGREEMENT, nor shall any such interest be acquired during the term of this AGREEMENT.

21. **Resolution of Disputes.**

A. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

B. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties, be resolved by binding arbitration.

22. **Exhibits.**

The following exhibits to which reference is made in this AGREEMENT are deemed incorporated herein in their entirety:

Exhibit "A"            Scope of Services

Exhibit "B"            Payment Clause

Exhibit "C"            Project Schedule

23. **Governing Law.**

This AGREEMENT shall be governed by the laws of the State of California.

24. **Effective Date.**

This AGREEMENT shall become effective as of the date set forth below on which the last of the parties, whether OWNER or CONSULTANT, executes this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF LANCASTER  
LANCASTER, CALIFORNIA

By: \_\_\_\_\_  
Jason Caudle, City Manager

Dated: \_\_\_\_\_

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
(Name, Title)

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Andrea Alexander, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

AGREEMENT SUBMISSION APPROVAL:

\_\_\_\_\_  
Director



## SCOPE OF WORK

Building on the RFP, we have developed a detailed scope of services to develop a Public Arts Master Plan (PAMP or Master Plan) for the City of Lancaster that will build on the existing foundation of art and the pre-existing public art master plan and create a cohesive approach and strategic blueprint for the future of public art for the community. This scope of work is tailored specifically to the City of Lancaster, and we look forward to working closely with you and key stakeholders at the Lancaster Museum and Public Art Foundation to refine or modify as needed. The following tasks parallel those outlined in the issued RFP and we also have provided additional work program assumptions and clarifications, including an additional task for the Public Arts Master Plan review and approval process and ongoing project management. We have prepared the proposed work program based on our understanding of the effort and experience with similar assignments in other communities. We welcome further collaboration and discussion to refine this approach to best meet City needs.

### TASK 1 – INVENTORY AND ASSESSMENT OF THE CITY'S CULTURAL ASSETS AND OPPORTUNITIES

#### PROJECT INITIATION MEETING

To initiate the public art master planning process and set the stage for a successful project, RRM will conduct an initial virtual meeting with City staff and potentially, identified staff or members at the Lancaster Museum and Public Art Foundation, to identify and review the public art master plan context, mission, goals, community outreach strategy, proposed scope of services, schedule, and expected deliverables. The conversation regarding expected deliverables could include discussing an outline for the final plan document.

#### DELIVERABLES:

- *Prepare the agenda and facilitate one (1) kickoff meeting.*

#### INVENTORY AND ASSESSMENT OF THE CITY'S CULTURAL ASSETS

Inventory and assessment of the City's cultural assets will function as an existing conditions inventory. The budget for this task assumes relying primarily on the City's existing documentation with some augmentation and organization. We have assumed 38 hours dedicated to this task. Depending on the current documentation of the existing public art collection, this task envisions consolidating all existing inventories into one document to lay the foundation for the ongoing inventory efforts. Inventory information may include the following:

- Name of artwork and artist
- Location of the artwork
- Materials used in the artwork
- Year the artwork was donated to the City
- A brief description of the artwork, preferably written by the artist as to the intent or meaning
- A photograph of the artwork
- Maintenance needs
- Assessment of condition of art

Inventory and assessment of the City's cultural opportunities will be informed by the above inventory and opportunities will also be further developed and fleshed out through the community outreach and the development of the Public Arts Master Plan and included as a section in the document.

#### DELIVERABLES:

- *An inventory and assessment of the City's existing public art collection, in Excel or other mutually agreed upon format.*
- *A section within the PAMP document identifying cultural opportunities.*

## TASK 2 – COMPREHENSIVE COMMUNITY OUTREACH PROGRAM

RRM proposes the following community engagement tasks, but is happy to work with City staff and the identified stakeholders at the Lancaster Museum and Public Art Foundation to develop, refine, and customize an effective outreach process. The intent is to build collaborative interest and consensus in the public art master plan while confirming current issues, desires, and goals for the Public Arts Master Plan. We believe an effective community outreach program creates confidence in the planning process, promotes broad-based understanding and consensus, and reflects the community's interests and needs. We also believe every project and every community deserves a customized approach to maximize success. As a cost-savings measure, RRM recommends the City provide Spanish translation and interpretation services. Our team can provide this as an additional scope item if desired.

While COVID-19 does not pose the same prevalent health risk as it once did, it did provide valuable lessons, particularly in being flexible when it comes to public outreach. RRM has experience with several strategies and approaches for COVID, to keep community engagement safe. Should there be a resurgence of COVID, or other health pandemics arise, we can help you navigate changes to social gathering and pivot to online platforms to engage the community, by providing online meetings, videos to update and present concepts, online surveys, and a robust website presence.

### PROJECT BRANDING

RRM will collaborate with City staff to develop a logo to be used on flyers, social media posts, press releases, maps, exhibits and questionnaires. In addition, we will develop a flyer template that communicates project purpose and process to support the public outreach efforts.

#### DELIVERABLES:

- *One (1) logo and flyer template and one (1) round of revisions based on a consolidated redline set of City comments.*

### PROJECT WEBPAGE

RRM will provide materials that the City can use to post on a project webpage on the City's website. The project webpage would serve as the home base for all public information about the Public Arts Master Plan including: a summary of the project, noticing for all public forums and pop-up events, links to online surveys and social media, as well as project status and next steps.

#### DELIVERABLES:

- *Materials for a Lancaster Public Arts Master Plan webpage.*

### BUS TOUR

In order to familiarize ourselves with the physical, social, and environmental makeup of the City of Lancaster, RRM staff, key members of City staff and the Lancaster Museum and Art Foundation will conduct a tour of public art in Lancaster. We will visit key neighborhoods, districts, public gathering spaces, venues, and other relevant places within the City that either have public art, is viewed as an opportunity area, or plays a vital role to community. City staff will be responsible for transportation as well as providing an itinerary and outline of places and spaces to visit in order to most effectively navigate the City. This task is currently envisioned as an in-person event, however, this could also be conducted virtually as Google Earth or Google Streetview presentation. Cost savings could be associated with a virtual tour.

#### DELIVERABLES:

- *Participate in bus tour.*
- *Provide materials, such as questions, to spark dialogue and conversation that will inform the Public Arts Master Plan.*

## STAKEHOLDER MEETINGS

RRM will facilitate 8-10 stakeholder meetings to take place over a two-day period. The meetings can be with individuals or small groups of people (3-5 participants) and are typically scheduled for 30-45 minutes each. Stakeholders will consist of a list of individuals and groups, which are recommended by City staff. This may include City staff, City Council members, grassroots arts organizations within the City, youth leaders, education leaders, business leaders such as the Chamber of Commerce, local artists and art-minded residents. Stakeholder interviews are a good opportunity to include minority and underrepresented voices, this could also include groups representing low and moderate-income residents.

### DELIVERABLES:

- *Prepare for and attend 8-10 stakeholder meetings. These will be conducted virtually over a period of two days, unless there are opportunities to conduct these in person before or after the bus tour. City staff will be responsible for scheduling and inviting stakeholders, and logistics.*

## ONLINE QUESTIONNAIRE

With great questionnaires come great results! RRM has access to a variety of platforms to create personalized questionnaires that will be completely tailored to Lancaster. Online questionnaires tend to offer great opportunities for engagement – for example they can be completed at a time convenient to the respondent and the responses are consistent across a large number of respondents due to the set nature of the questionnaire. Questionnaires can be set up on City-provided tablets at community forums, they can be posted to the City's website, sent out via e-mail, or updated to social media sites. Once data is gathered, we are able to share results through easy-to-read reports.

### DELIVERABLES:

- *Provide online questionnaire anticipated to be approximately 10-15 questions in length with Spanish translation and reporting of questionnaire results.*

## PUBLIC WORKSHOPS

RRM will conduct two public meetings where participants will roll up their sleeves and engage in an interactive brainstorming session to discuss the overall vision and goals for the Lancaster Public Arts Master Plan. We will discuss art as it exists today in Lancaster, locations and future opportunity sites for future public art, and a menu of ideas, themes, stories, and types of art the community would like to see in their community. RRM will prepare materials to facilitate interactive discussions and record feedback. The City will advertise the meeting, reserve the meeting space and handle logistics. These meetings will occur “back-to-back”, meaning on two consecutive days, or on the same day, and will consist of the same content in two different areas of Lancaster.

### DELIVERABLES:

- *Prepare materials for and facilitate up to two public workshops. Summarize input from both public workshops.*

## TASK 3 – SPECIFIC OUTREACH TO LOW AND MODERATE-INCOME RESIDENTS

We have had success in reaching out to low and moderate-income residents through non-traditional public outreach efforts. We will work with the City to ensure that our targeted outreach to this segment of Lancaster's citizens meets the City's needs, however, below are ideas and suggestions that RRM and this project team have successfully used in the past:

- Library outreach:
  - We have created project boards that have been displayed at public libraries. The project boards can include a sticker exercise – such as placing a sticker dot at locations where the respondent would like to see art in the

future - or have provided information and made a questionnaire available that could be placed inside a receptacle.

- Questionnaires distributed at free meal programs
  - Questionnaires can be distributed along with the free meal. Free meal recipients can be encouraged to complete the questionnaire before they leave (if the meal is to be eaten at the location of distribution) or incentivized to return the questionnaire if it is a bagged meal taken off the premise. Incentives have included a voucher for a cup of coffee or candy.
  - Alternately, if meals are to be eaten on the premise, a quick presentation can be given about the project with an invitation to have people stop by the booth and give feedback through a sticker exercise.
- Questionnaires sent home via schools
  - Questionnaires have also been sent home with school aged children for parents to complete and return. The return of the questionnaire could be incentivized through extra recess time, candy or other enticement. However, this method, in our experience, results in a lower return rate of questionnaires and requires a higher level of coordination which can be time consuming.
- Bus shelter outreach
  - Working with the transit district, Antelope Valley Transit Authority, information about the project can be mounted in transit shelters or in buses. The information can contain a website URL as well as a QR code that takes people to the project website.

For the proposed project budget we have included, we have assumed two of the above referenced outreach efforts, in particular library outreach and bus shelter outreach. We are happy to work with the City to develop other concepts.

#### **DELIVERABLES:**

- *Materials in support of outreach.*

## **TASK 4 – DEVELOPING THE PUBLIC ARTS MASTER PLAN**

### **ADMINISTRATIVE DRAFT PUBLIC ARTS MASTER PLAN**

RRM will build upon the information provided to date and will produce a graphically rich, easy-to-use Plan to carry out the community's vision. This initial draft - the Administrative Draft - of the Public Arts Master Plan is intended for internal review. RRM will work with the City to develop an outline for the chapters and content for the Master Plan.

Below is an example outline. This is intended as an example to demonstrate how some of tasks identified in the RFP could fit together into chapters. We look forward to confirmation or further refinements in collaboration with City staff.

#### **1. Introduction**

- Public Art — definition and purpose
- Public Art in the City Past and Present (Components of RFP Task 1)
- Planning Process
- Community Engagement to develop the plan (RFP Tasks 2 & 3)

#### **2. Planning for Public Art in Lancaster**

- Vision, Values, and Community Goals (RFP Task 4)
- Site Identification for future art installations (permanent and temporary) (RFP Tasks 8 & 11)
  - Criteria

### 3. Programming

- Administration of the Art Program (RFP Tasks 6 & 7)
- Art Collection Management and Inventory (Components of RFP Task 1)
- Growing the Collection (RFP Task 9)
- Maintenance Protocol (RFP Task 13)
- Community Engagement (RFP Task 10)

### 4. Phasing and Implementation

- Public Art Project Prioritizing (RFP Task 5)
  - Identifying short term, mid-term and long-term projects
- Funding Protocols and Best Practices (RFP Task 12)

Irrespective of the final structure of the plan, the plan will include the tasks identified in the original RFP:

- Establish a Vision, Values, and Goals for the Public Arts Master Plan
  - As mentioned above in the community engagement tasks, RRM will gather information pertaining to the vision, values, and goals for the Public Arts Master Plan at each of the public engagement events. Using this information, RRM will work with the City to craft a vision statement, values, and goals for the plan. Depending on the agreed-upon structure of the Public Arts Master Plan, this content could be its own chapter or a section within a chapter of the PAMP document. This section will include a vision statement, defined values and goals for the Public Arts Master Plan.
- Identify Clear Goals and Actions Strategies
  - The plan will identify clear goals and action strategies that include both short-term and long-term priorities, estimated budget and costs, and clear implementation dates. This section will include clear goals and action strategies for the Public Arts Master Plan.
- Recommend Public Art Guidelines, Policies and Processes
  - The final plan will include guidelines regarding the administration of the public art program in the City of Lancaster, as well as identify policies and processes for developing an inventory for existing public art, for building the City's public art collection, for deaccessioning art, and for maintaining the public art that is in the City's collection. This section will include recommended Public Art Guidelines, Policies, and Processes for the Public Arts Master Plan.
- Recommend Policies/Programs Related to Implementation of the Mission, Vision and Goals for the Public Arts Master Plan
  - We see the content of this task overlapping with other scope efforts and likely will be developed in tandem. This section will include policies and programs for the implementation of the Mission, Vision and Goals for the Public Arts Master Plan.
- Provide Site Identification Criteria/ Recommendations for Placement of Art
  - Criteria for the placement of art, will include considerations such as, which departments need to be consulted, whether the site is appropriate for permanent or temporary art, the context of the site, the intended audience of the art piece and/or the message of the art piece, among other things, as well as, criteria for placing public art in private developments if this is a procedure the city desires.
- Develop Guidelines for Inclusion of Public Art in Public Improvement Projects
  - With public improvement projects, a variety of public art opportunities are available. This section of the Public Arts Master Plan will identify opportunities, recommended policies and protocols, and types of art that may be appropriate for public improvement projects. This section will include Guidelines for inclusion of public art in public improvement projects.
- Strategies for Ongoing Community Engagement and Outreach
  - Ongoing community engagement and outreach is important to keep the enthusiasm for art in a community alive and to update arts priorities and strategies over time. The Public Arts Master Plan will include recommended strategies for

ongoing community engagement and outreach. This section will include an initial menu of ongoing community engagement and outreach strategies in Lancaster.

- Identify Sites for Future Temporary and Permanent Public Art Projects
  - The identification of sites for future public art, whether temporary or permanent, will be included in the public engagement. We have found residents and community members often have a strong interest in having public art in particular places. Based on this input from the community, the project team will then apply the criteria developed under Task 8 and determine whether these locations are suitable for art and/or whether they could support temporary or permanent art projects. The section will include a list of sites for temporary and permanent art placement within Lancaster.
- Identify Potential Funding Models for Public Art
  - The Public Arts Master Plan document will have a section devoted to funding protocols and best practices. This section will identify public private partnerships, percent for art programs, grant funding sources as well as other funding strategies and opportunities. This section will include identify potential funding strategies for public art in Lancaster.
- Establish Standards for Maintenance, Upkeep and Replacement
  - The Public Arts Master Plan will identify procedures for developing maintenance protocols for the City's existing and future public art. The master plan will also identify procedures for developing a system for identifying maintenance responsibilities and needs of future public art pieces, as well as funding sources. This section will also identify the types of maintenance public art pieces could require, as well as the maintenance standards and processes.

RRM Design Group proposes to develop the PAMP document in a series of iterative phases: Administrative Draft, Screencheck Draft, and Public Review Draft resulting in the Final Plan document.

#### **DELIVERABLES:**

- One (1) digital copy of the Administrative Draft PAMP.
- We ask that City staff provide one (1) consolidated marked-up version of all comments.

#### **SCREENCHECK DRAFT PUBLIC ARTS MASTER PLAN**

Building off input from the review of the Administrative Draft Public Arts Master Plan, RRM's team will develop a Screencheck Draft Public Arts Master Plan. The Screencheck Draft will be reviewed by the City to ensure all edits were incorporated from the Administrative Draft, however, this review is not intended to provide substantial new edits.

#### **DELIVERABLES:**

- One (1) digital copy of the Screencheck Draft PAMP.
- We ask that City staff provide one (1) consolidated marked-up version of all comments.

### **TASK 5 – PLAN ADOPTION & ONGOING PROJECT MANAGEMENT**

#### **PLAN ADOPTION**

##### **Public Review Draft Public Arts Master Plan**

RRM will develop a Public Review Draft Public Arts Master Plan. At this point, the City's comments will have been integrated, and this draft will provide an additional internal review opportunity prior to its release to the public. This version of the Master Plan is intended for public review and comment as well as decision maker action.

#### **DELIVERABLES:**

- One (1) digital copy of the Refined Draft PAMP.
- We ask that City staff provide one (1) consolidated marked-up version of all comments.

#### **City Council Meeting**

The RRM team will prepare for and attend one (1) public hearing/meeting (anticipated to be one hearing with the City Council) to help City staff present Public Arts Master Plan.

#### **DELIVERABLES:**

- Prepare for and attend one (1) public hearing. Assist City staff in presenting the Master Plan at hearings including preparation of PowerPoint presentation materials.

#### **Final Edits to Public Arts Master Plan**

Following action taken by the City Council, final edits and modifications will be made to the approved Public Arts Master Plan document, incorporating recommendations and actions as identified by staff. It is assumed that one (1) set of minor revisions may be made, incorporating City Council action.

#### **DELIVERABLES:**

- Incorporate revisions to Final Public Arts Master Plan reflecting final approval by City Council. One (1) digital copy of final Public Arts Master Plan.

#### **ONGOING PROJECT MANAGEMENT AND COORDINATION**

Throughout the life of the project, RRM will need to coordinate with City staff, and as applicable key players at Lancaster Museum and Public Art Foundations, as well as interest groups. This task is intended to allow for necessary coordination between the project team members and City staff, including teleconferences, meetings, correspondence, record-keeping, electronic file management, and additional necessary coordination.

#### **DELIVERABLES:**

- Ongoing project coordination and management, as described above. This assumes an average of three (3) hours per month for up to twelve (12) months.

Payment Clause  
Exhibit "B"

BUDGET

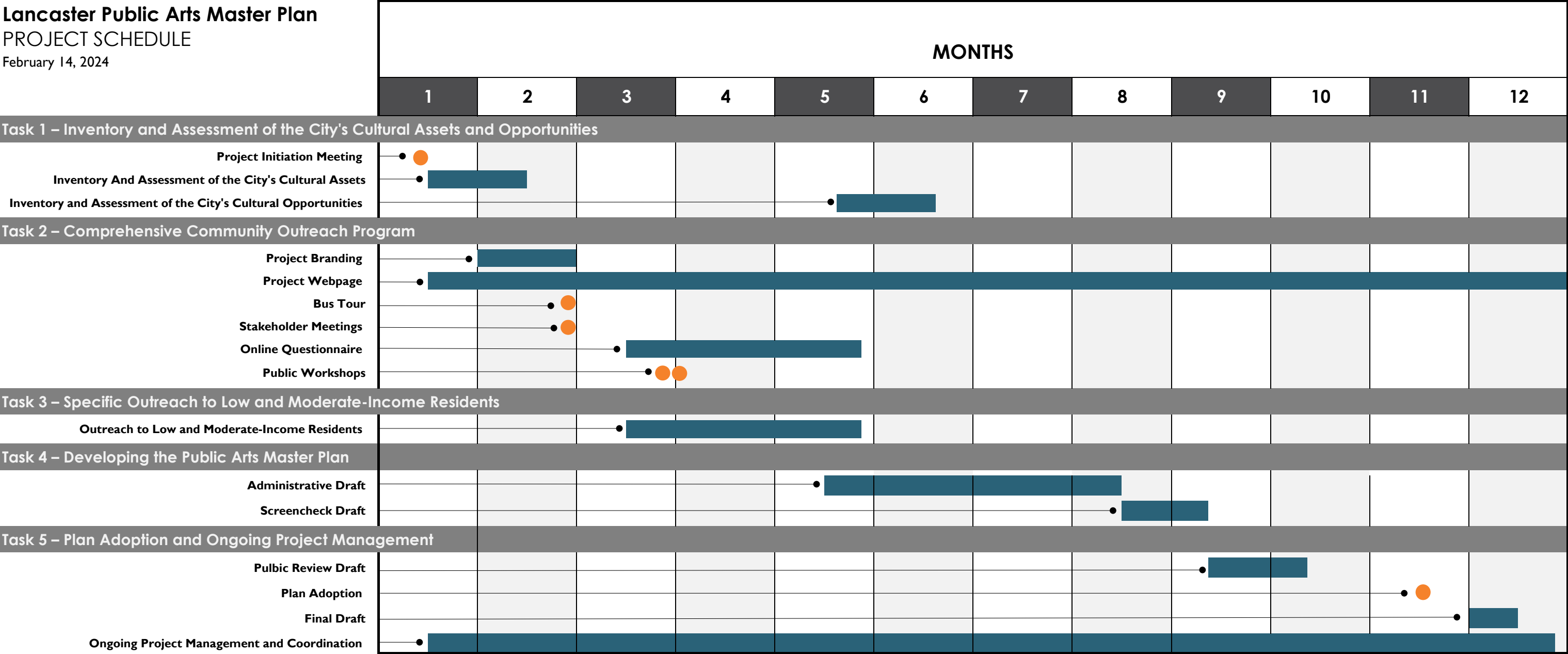
<b>Task Description</b>	<b>Task Total Lump Sum</b>
Task 1 – Inventory and Assessment of the City’s Cultural Assets and Opportunities	\$12,295
Task 2 - Comprehensive Community Outreach Program	\$52,045
Task 3 – Specific Outreach to Low and Moderate-Income Residents	\$9,090
Task 4 – Developing The Public Arts Master Plan <ul style="list-style-type: none"> <li>• <i>Establish a Vision, Values, and Goals for the Public Arts Master Plan</i></li> <li>• <i>Identify Clear Goals and Actions Strategies</i></li> <li>• <i>Recommend Public Art Guidelines, Policies and Processes</i></li> <li>• <i>Recommend Policies/Programs Related to Implementation of the Mission, Vision and Goals for the Public Arts Master Plan</i></li> <li>• <i>Provide Site Identification Criteria/ Recommendations for Placement of Art</i></li> <li>• <i>Develop Guidelines for Inclusion of Public Art in Public Improvement Projects</i></li> <li>• <i>Strategies for Ongoing Community Engagement and Outreach</i></li> <li>• <i>Identify Sites for Future Temporary and Permanent Public Art Projects</i></li> <li>• <i>Identify Potential Funding Models for Public Art</i></li> <li>• <i>Establish Standards for Maintenance, Upkeep and Replacement</i></li> </ul>	\$52,350
Task 5 – Plan Adoption & Ongoing Project Management	\$23,100
Reimbursable Expenses	\$3,000
Grand Total of Proposal (Firm Fixed Fee)	\$151,880

Contingency (15%) - \$22,782

**Total = \$174,662**



Lancaster Public Arts Master Plan  
PROJECT SCHEDULE  
February 14, 2024



● Meeting

■ Duration