

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF FRISCO, TEXAS**  
**AND**  
**GO WORKSHOP**  
**FOR**  
**PROFESSIONAL SERVICES**

Made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023:

Between City:                   **The City of Frisco, Texas**  
6101 Frisco Square Boulevard  
Frisco, Texas 75034  
Telephone: (972) 292-5412

and Consultant:               **GO workshop**  
4015 Avenue D  
Austin, Texas 78751  
Telephone: (512) 203-6110

for the following Project:   **Cultural Affairs Master Plan**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between the City of Frisco, Texas, a home-rule municipality ("City"), and GO workshop DBA Civic Arts, a Texas corporation ("Consultant"), to be effective from and after the date as provided above. City and Consultant are at times each referred to herein as a "party" or collectively as the "parties."

**WHEREAS**, City desires to engage Consultant to provide professional services for the Cultural Affairs Master Plan Project ("Project"); and

**WHEREAS**, Consultant desires to render such professional services ("Services") for City on the terms and conditions provided herein.

**NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:**

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1  
CONSULTANT’S SERVICES**

- 1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days’ prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto, and incorporated herein by reference for all purposes (“Scope of Services”). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of written change orders, may be authorized from time to time by City (“Change Order(s)”).
- 1.2.1 **Requirement of Written Change Order** – “Extra” work, “claims” invoiced as “extra” work or “claims” which have not been issued as a duly executed, written Change Order by the Frisco City Manager will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed, written Change Order shall be preceded by the Frisco City Council’s authorization for the Frisco City Manager to execute said Change Order.
- 1.2.2 **CONSULTANT SHALL NOT PERFORM ANY “EXTRA” WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN CHANGE ORDER ISSUED BY THE FRISCO CITY MANAGER** – Project Managers, Superintendents and/or Inspectors of City are not authorized to issue verbal or written Change Orders.
- 1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement, and to proceed diligently with said work to completion as described in the Project Budget Summary, attached hereto as **Exhibit B**, and incorporated herein by reference for all purposes.
- 1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and care ordinarily utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

**ARTICLE 2  
CITY’S RESPONSIBILITIES**

City shall do the following in a timely manner so as not to delay the Services of Consultant:

- 2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant’s request, as expeditiously as necessary for the orderly progress of the Project, and Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.
- 2.2 **City Project Manager** – When necessary in City’s sole discretion, City shall designate a representative authorized to act on City’s behalf with respect to the Project (“Project Manager”). City, the Project Manager and/or his or her authorized designee shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Consultant’s Services. Consultant understands and agrees that the Project Manager and his or her authorized designee are not authorized to issue verbal or written Change Orders for “extra” work or “claims” invoiced as “extra” work.

### **ARTICLE 3 CONSULTANT’S COMPENSATION**

- 3.1 **Compensation for Consultant’s Services** – As described in “Article 1, Consultant’s Services” of this Agreement, compensation for this Project shall be: (a) on a lump sum basis, in an amount not to exceed **SEVENTY-FIVE THOUSAND FOURTEEN DOLLARS AND 00/100 (\$75,014.00)**, (“Consultant’s Fee”); and (b) paid in accordance with this Article 3 and the Project Budget Summary as set forth in Exhibit B.
  - 3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or “As-Built” Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or “As-Built” documents shall be included in the Consultant’s Fee and considered to be within the Scope of Services defined under this Agreement.” The electronic formatting shall be consistent with the standards established in Exhibit C, Guidelines for Computer Aided Design and Drafting (“CADD”), which is attached hereto and incorporated herein by reference for all purposes.
  - 3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor (“Contractor”) and City, and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of

the Agreement. Consultant shall submit his findings in writing to City or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from City. City and Consultant agree that if requested by City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

- 3.1.3 **TDLR Project Inspection** – Consultant shall request an inspection from TDLR or a TDLR locally approved RAS no later than thirty (30) calendar days after the completion of construction of the Project. Consultant shall advise City in writing of the results of each Project inspection. City reserves the right to verify the written results with TDLR at any time during design, construction, or at the completion of the Project.
- 3.1.4 **Corrective Modifications following TDLR Project Inspection** – When corrective modifications to achieve substantial compliance are required, the TDLR inspector or the RAS shall provide Consultant a list of deficiencies and a deadline for completing the modifications. Consultant shall provide City with this list within five (5) calendar days of receipt. It is the sole responsibility of Consultant to completely address the deficiencies by the stated deadline or to obtain a written notice of extension from the TDLR. When the corrective measures have been completed, Consultant shall provide the TDLR (and/or the RAS who completed the inspection) and City with written verification of the corrective measures completed.
- 3.2 **Direct Expenses** – Direct Expenses (“Direct Expenses”) are included in Consultant's Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant's employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Budget Summary set forth in **Exhibit B**, and consistent with **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment for Services; provided, however, that this shall not be City's sole and exclusive remedy for said over-payment.
- 3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services set forth in **Exhibit A** of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to the Agreement on a cost not to exceed sum or hourly basis in accordance with this paragraph (“Additional Services”) and a mutually

agreed estimate of man-hours and expenses. These services may include, but are not limited to:

- 3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in **Exhibit A**.
- 3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- 3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- 3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.
- 3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.
- 3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City.

**Hourly Billable Rates by Position**

<i>Name</i>	<i>Position</i>	<i>Hourly Rate</i>
Lynn Osgood	Project Lead	\$185.00
Bianca Pizarro Vazquez	Project Manager	\$100.00
City of Frisco-Based Artist	Local Engagement Sub	\$75.00

- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Special Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses.

- 3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21<sup>st</sup>) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5 of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of Article 3.6 of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10<sup>th</sup>) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter “D” of the TEX. GOV’T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.
- 3.8 **Adjusted Compensation** – If the Scope of the Project (“Scope of the Project”) or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant’s compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of

such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

#### **ARTICLE 4 OWNERSHIP OF DOCUMENTS**

- 4.1 **Documents Property of City** – The Project is the property of City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any materials for any other purpose not relating to the Project without City's prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under **Article 3** and/or **Article 8** of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use them without Consultant's permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.
- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

#### **ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS**

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Insurance Requirements, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or reduction of limits of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or reduction in limits of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or reduction in limits of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.



- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project’s size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00) per occurrence. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or reduction in limits of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

## **ARTICLE 6 CONSULTANT’S ACCOUNTING RECORDS**

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to City as indicated in Article 3.4 of this Agreement. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be included in the monthly invoices.

## **ARTICLE 7 AUDITS AND RECORDS/PROHIBITED INTEREST/VENDOR DISCLOSURE**

Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

Consultant agrees that it is aware of the prohibited interest requirement of the City Charter and will abide by the same. Further, a lawful representative of Consultant shall execute the Prohibited Interest Affidavit, attached hereto as **Exhibit F**, and incorporated herein by reference for all purposes, no later than the Effective Date of this Agreement. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV’T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the

Conflict-of-Interest Questionnaire, Form CIQ, attached hereto as **Exhibit G** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

## **ARTICLE 8 TERMINATION OF AGREEMENT/REMEDIES**

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 of this Agreement and agrees to pay any costs over and above the fee which City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event, it may make good the deficiency in which the default consists and deduct the costs from Consultant's Fee due Consultant as set forth in Article 3 of this Agreement. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

## **ARTICLE 9 DISPUTE RESOLUTION/MEDIATION**

In addition to all remedies at law, the parties may agree to attempt to resolve any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

## **ARTICLE 10 INDEMNITY**

**CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY") FOR PURPOSES OF THIS**

**ARTICLE 10**) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS **ARTICLE 10**), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "**CONSULTANT**" FOR PURPOSES OF THIS **ARTICLE 10**) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, "**CLAIMS**"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "**CLAIMS**" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY

REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (“JUDGMENT”), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY’S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY’S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT’S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT’S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT’S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY’S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

## ARTICLE 11 NOTICES

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to City, addressed to it at:

**Michelle Norris**  
Cultural Affairs Division Manager  
City of Frisco  
6101 Frisco Square Boulevard  
Frisco, Texas 75034  
Telephone: (972) 292-6541  
Email: [mnorris@friscotexas.gov](mailto:mnorris@friscotexas.gov)

With a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.  
Attention: Ryan D. Pittman  
1700 Redbud Blvd., Suite 300  
McKinney, Texas 75069  
Telephone: (214) 544-4000  
Facsimile: (214) 544-4054  
Email: [rpittman@abernathy-law.com](mailto:rpittman@abernathy-law.com)

If to Consultant, addressed to it at:

**Lynn Osgood**  
Executive Director  
GO workshop (DBA Civic Arts)  
4015 Avenue D  
Austin, TX 78751  
Telephone: (512) 203-6110  
Email: [lynn.osgood@civicarts.org](mailto:lynn.osgood@civicarts.org)

## ARTICLE 12 MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “G,” all of which are incorporated herein for all purposes, constitute the

entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 **Exhibit A**, Scope of Services.

12.1.2 **Exhibit B**, Project Budget Summary.

12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting

12.1.4 **Exhibit D**, Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.5 **Exhibit E**, Insurance Requirements.

12.1.6 **Exhibit F**, Prohibited Interest Affidavit.

12.1.7 **Exhibit G**, Conflict of Interest Questionnaire, Form CIQ.

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F** or **Exhibit G** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F**, **Exhibit G** or **Exhibit A** shall prevail in that order.

12.2 **Assignment and Subletting** – Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Consultant further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Consultant of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third-party billing.

12.3 **Attorney's Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees, and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

- 12.5 **Savings/Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
- 12.6 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
- 12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.9 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.11 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.12 **Immunity** – It is expressly understood and agreed that, in the execution and performance of this Agreement, City has not waived, nor shall be deemed to have waived, any immunity, governmental, sovereign and/or official, or defense that is available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth in this Agreement.

- 12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.
- 12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.16 **No Third-Party Beneficiaries** – Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.
- 12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 of this Agreement is conspicuous and the parties have read and understood the same.
- 12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
- 12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees, and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.
- 12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations



regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.

12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.

12.22 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

12.23 **Reference to Consultant** – When referring to “Consultant,” this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.

12.24 **Reference to City** – When referring to “City,” this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

*[Signature page follows.]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

**CITY:**

**City of Frisco, Texas,**  
a home-rule municipality

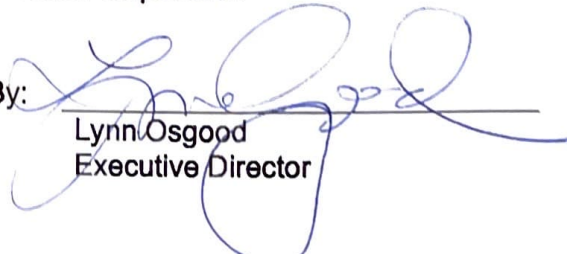
**CONSULTANT:**

**GO workshop DBA Civic Arts,**  
a Texas corporation


By:

\_\_\_\_\_  
Wesley S. Pierson  
City Manager

By:

  
\_\_\_\_\_  
Lynn Osgood  
Executive Director

**APPROVED AS TO FORM:**

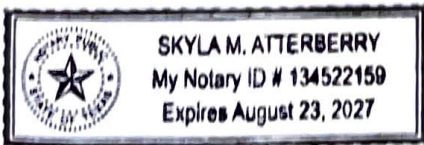



\_\_\_\_\_  
Abernathy, Roeder, Boyd & Hullett, P.C.  
Ryan D. Pittman, City Attorney

STATE OF TEXAS       §  
  §  
COUNTY OF Travis §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **LYNN OSGOOD** KNOWN TO ME TO BE ONE OF THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT; SHE ACKNOWLEDGED TO ME THAT SHE IS THE DULY AUTHORIZED REPRESENTATIVE FOR **GO WORKSHOP (DBA CIVIC ARTS)** AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20 DAY OF November, 2023.



  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
My commission expires: August 23, 2027

**EXHIBIT A  
SCOPE OF SERVICES**

WWW.CIVICARTS.ORG

NOVEMBER 2023

FRISCO, TX  
**CULTURAL MASTER PLAN  
POLICY PLANNING PROPOSAL**



**CIVIC  
ARTS**

**EXHIBIT A  
SCOPE OF SERVICES**



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*LEFT: Music on Main (Source: Visit Frisco)*

*COVER: Music in the Square (Source: Visit Frisco)*



# EXHIBIT A SCOPE OF SERVICES



## CITY OF FRISCO, TEXAS

CULTURAL AFFAIRS MASTER PLAN

6101 Frisco Square Boulevard | Frisco, TX 75034

### CULTURAL AFFAIRS MASTER PLAN PROPOSAL

LETTER OF  
TRANSMITTAL  
& EXECUTIVE  
SUMMARY

Primary Contact:

**Lynn Osgood**  
Executive Director  
Civic Arts  
4015 Avenue D  
Austin, TX 78751  
Phone: 512.203.6110  
Email: [lynn.osgood@  
civicarts.org](mailto:lynn.osgood@civicarts.org)  
Fax: n/a

Dear Ms. Norris,

On behalf of the project team, I am very pleased to present this proposal for the City of Frisco Cultural Affairs Master Plan. We propose a planning process that will set a vision for the arts and culture in Frisco working hand-in-hand with the City, stakeholders, and community members. The plan will leverage Frisco's existing and potential arts and cultural assets to

- Develop common goals, strategies, and action steps to amplify the ways that the arts and culture can contribute to a healthy and vibrant community and the social, cultural, and economic wellbeing of all community members
- Develop the plan collaboratively with staff, arts organizations and stakeholders, and diverse community members
- Clarify opportunities for collaborations and relationships – inter-departmental, intra-municipal, regional, in both public and private sectors
- Integrate these goals with broader City of Frisco's goals for tourism and downtown development

Civic Arts, an Austin, TX-based nonprofit, brings experience and knowledge developing arts and culture plans and strategies for municipalities in Texas and around the country. We are proud of our work enhancing local arts economies, developing public art strategies, and working with a broad range of stakeholders to enhance equitable access to the arts for all community members. We seek to “plan like we want to perform,” and make a special effort to grow the civic capacity for the local cultural community through the planning process itself.

Attached, please see our detailed proposal outlining our qualifications, strategy, work plan, and budget. Our team would be honored to collaborate with you and the Frisco community to help grow the future direction for municipal support for the arts. We look forward to discussing this project with you in greater detail. Please do not hesitate to contact me with any questions or concerns.

Sincerely,

**Lynn Osgood, Ph.D.**  
Executive Director  
**CIVIC ARTS**

A handwritten signature in blue ink that reads "Lynn Osgood".

# EXHIBIT A SCOPE OF SERVICES

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Frisco Cultural Affairs Master Plan Proposal

## A PLAN FOR FRISCO

*“You know, Frisco being the fastest growing city, over the last 10 to 20 years, almost everyone who lives here is from somewhere else. You don’t meet a lot of native Frisconians much anymore. And what we hope is that everyone, when they do get here and they decide to call Frisco home, that they feel safe and they feel welcomed.” - Mayor Jeff Cheney*

### CREATING A HOME FOR ALL

Building a city’s cultural infrastructure is one of the greatest investments a city can make to help build tourism. But even more importantly, it’s one of the greatest investments a city can make to build a sense of belonging - a sense of home and sense of well-being for all residents. We believe the City of Frisco is ready to take the next steps towards building their cultural infrastructure. The following proposal outlines opportunities that we see at this early stage, and a plan to deepen and expand those understandings through a robust community engagement and cultural planning process.

### IMPORTANT TRENDS

**New Spaces for Activation:** Frisco is actively developing new spaces that can be leveraged for cultural and artistic purposes within the next 1-3 years. Spaces like the forthcoming 4th Street Plaza will provide a dedicated space for cultural events, performances, and small businesses. The partnership development of Frisco Square houses spaces like the Frisco Heritage Village and Museum contributing to Frisco’s evolving identity.

**Changing Demographics:** Frisco’s demographics are rapidly evolving, with over 26% of our community being a diverse Asian population. This shift is transforming the cultural landscape, leading to increased demand for family-friendly cultural events. For instance, events like “Music in the Square” during summer months combine live music with outdoor entertainment, creating a unique cultural event, offering a distinctive cultural immersion.



ABOVE: Frisco Arts Walk (Source: Visit Frisco)

**Evolving Community Needs/Desires:** As the city grows, the community’s needs and desires are evolving. Residents and visitors now seek a more diverse range of cultural experiences that complement the city’s robust entertainment offerings. The Public Art subdivision is already hosting cultural events and outdoor art installations, like ‘En Plein Air Frisco’, merging nature and the arts in a family-friendly setting. More such opportunities await.



OPPORTUNITIES | 4

# EXHIBIT A SCOPE OF SERVICES

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Frisco Cultural Affairs Master Plan Proposal

## AREAS OF OPPORTUNITY

To find opportunities in midst of these cultural trends we see a number of areas of opportunity that can be explored across each of the Cultural Affairs' four subdivisions: Frisco Heritage Center, Frisco Discovery Center, Public Art, and Special Events.

**Foster Partnerships:** The Cultural Affairs Division can foster partnerships with local artists and cultural organizations like they have with the Visual Arts Guild of Frisco's. Their inaugural event, 'En Plein Air Frisco', was hosted in collaboration with Play Frisco in April 2023 at the Grove at Frisco Commons, as well at multiple city parks. The event featured a live painting event and art exhibition. Collaborations with these organizations can lead to unique cultural programs and events that resonate with the community's evolving tastes. Additionally, the City of Frisco can take advantage of the national trend for cross-sector partnerships, where the arts come in as partners for projects that focus on such wide-ranging areas as housing, public health, transportation, and more.

**Explore Cultural Districts:** The City of Frisco has the potential to create a new Cultural District in which could prove strategic for helping to focus city resources on the development of cultural activities and attractions.

**Highlight Programs:** The City of Frisco's Cultural Affairs Division actively works to shape the community through different opportunities for diverse cultural experiences for all residents. Expanding awareness of their programming and services, can help to promote opportunities to bridge the City's many cultures and help a more diverse set of audiences.

**Embrace Innovation:** Local partnerships can help in pursuing projects that serve multiple needs, including serving as a public marker for the types of innovation the city is looking to attract, communicating about the city's desire to be a hub for innovation, and creating cultural events that appeal to diverse and inter-generational audiences

**Engage the Community:** Critical to any cultural planning process is a robust community engagement process. As the City of Frisco looks for opportunities to connect with residents, this cultural planning process can bring local perspectives to such topics as: home, traditions, heritage, and a sense of belonging. These conversations are essential building blocks for city officials and enable them to know more about how residents feel about their quality of life and how the City can support them.



ABOVE: Calaboose performance, Frisco Heritage Museum (Source: Play Frisco)



# EXHIBIT A SCOPE OF SERVICES

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Frisco Cultural Affairs Master Plan Proposal

## BUSINESS INFORMATION & EXPERIENCE

Civic Arts uses insights from the world of arts and culture to understand and approach community challenges in unique and equitable ways. We work from our home in Austin, TX at the intersection of the arts and local government to integrate, transform, and develop new modes of practice. We leverage national innovation and best practice to help local government staff work with and through the arts to find locally specific and innovative solutions to complex issues.

### LEADING PRACTICE

Over our twelve-year history, Civic Arts, a nonprofit consultancy, has worked at the intersection of the arts and civic processes, in partnership with many of the leading organizations in the growing field of arts-based community development practices including the National Endowment for the Arts, ArtPlace America, Local Initiatives Support Corporation (LISC), ArtPlace America as well as many local governments and community organizations looking to develop and expand their use arts and culture strategies to achieve wide-ranging community outcomes. We are experienced in many trends for how municipalities nation-wide are approaching their work with the arts and culture sector, as they seek to explore new opportunities at the intersection of arts, culture, and local government. Nationally and in Texas, we have led a wide range of initiatives including policy, community engagement, technical assistance, and field building.

### MASTER PLANNING EXPERIENCE

Civic Arts has produced a number of arts and cultural master plans, in cities such as Carlsbad, CA, Denver, CO (in process), Bastrop, TX, and Garland, TX. For each project, we work closely with local partners to specify local needs and key topics to guide our arts and culture planning process. We work with our partners to develop a strong, locally-guided vision for the arts, and – equally important – to lay out clear strategies, action steps, and expectations for how to achieve that vision.



ABOVE: *Cloudscape*, Joshua Wiener, 2016 (Source: Play Frisco)

### ARTS POLICY EXPERTISE

In addition to traditional arts and cultural master plans, we have led public art strategic plans, creative placemaking field scans, and targeted policy development. We have developed best practice-informed action plans on everything from art-in-transit program structuring and management (Capital Metro, Austin, TX) to street vending regulatory reform (Brownsville, TX). Our



EXPERIENCE | 6



# EXHIBIT A SCOPE OF SERVICES

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Frisco Cultural Affairs Master Plan Proposal

projects also benefit from our research capacities and close affiliations with the University of Texas at Austin Community and Regional Planning Department.

*The following pages provide project team profiles and snapshots of just a few of our master planning and engagement projects.*



**ABOVE:** *Chipmunks and Cheetos*, Artist, David Iles, 2009 (Source: Play Frisco)

## INNOVATIVE ENGAGEMENT

Civic Arts brings many years of experience in choreographing and directing arts-based public engagement opportunities. The ArtPlace America funded (\$250,000) Drawing Lines project involved coordinating 10 artist teams to co-create artworks with residents about the districts they live in. The City of Calgary Field Station project was at the time Canada's largest community cultural engagement public art project. In our hometown of Austin, TX, we have worked with a sound artist to produce audio compendiums of community interviews (Austin Parks and Recreation Department), and improv theater performers to gather storytelling input to inform the design of a new trail space (The Trail Foundation, Austin). In all of our projects, Civic Arts ensures that artists' voices are at the table in community decision making. We believe strongly that their insights and perspectives are a vital component to creating just and vibrant communities.



**ABOVE:** *2023 Festival of Colors, Kanya Siddhi Hanuman Temple* (Source: Play Frisco)



EXPERIENCE | 7

# EXHIBIT A SCOPE OF SERVICES

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Frisco Cultural Affairs Master Plan Proposal

## PROJECT TEAM



**CIVIC ARTS**  
Executive Director

PROJECT ROLE:  
*Project Lead*

### LYNN OSGOOD

Lynn Osgood is an urban planner and researcher whose work explores the intersection of the arts, planning, civic capacity building. Trained in landscape architecture and urban planning at the University of Virginia, Lynn moved to Austin in 2003, where she became Adjunct Faculty at the University of Texas. In 2011 she started Civic Arts where she now serves as the Executive Director and leads the development of creative placemaking projects such as the NEA Exploring Our Town website, and the ArtPlace America funded Drawing Lines project, and technical assistance services for the LISC/Kresge. \*



**CIVIC ARTS**  
Program Manager

PROJECT ROLE:  
*Project Manager*

### BIANCA PIZARRO VAZQUEZ

Bianca Pizarro Vazquez is a community planner who focuses on creative placekeeping, intergenerational spaces, and arts-based community development. At Civic Arts, Bianca has developed and contributed to qualitative research, community of practice development, and engagement in partnership with organizations such as the Imagine Art and the Rundberg Alliance. As program manager, she helps lead the Texas Creative Placemaking Initiative. Her work is informed by her academic background in sociology and community planning..



BUSINESS INFORMATION | 8

# EXHIBIT A SCOPE OF SERVICES



## Cultural Arts Master Plan

# CARLSBAD

### LOCATION

Carlsbad, CA

### CLIENT/OWNER

City of Carlsbad Cultural Arts Office

### PROJECT DATES

Spring 2017 - Summer 2018

### SERVICES PROVIDED

Cultural Asset Mapping  
Case Study Research  
Community Engagement  
Survey Design  
Work Plan and Timeline Development



## PROJECT DESCRIPTION

The City of Carlsbad has always been a meeting place of people, cultures and ideas. From the Native American Luiseño people who first lived here, to the Spanish missionaries of the late 18th century, the early farmers who cultivated fruits and flowers, and on to the executives who built the world-class business hub it is today, Carlsbad has always had rich cultural stories to match its abundant natural resources and beauty. Civic Arts directed Carlsbad's Arts & Culture Master Plan development to harness local residents' ideas and energy and combine them with national best practices.

The Master Plan functions as a roadmap to help the city support existing arts and culture offerings, develop new experiences in partnership with local arts organizations, and provide guidance on strategic partnerships and resources. The plan was born from city residents' ideas and designed with their continued input and entrepreneurial energy in mind. Through this collaborative process, we recognized that the arts and culture are not only part of Carlsbad residents' quality of life, but also an essential component of the city's identity and continued prosperity.

EXPERIENCE | 9

# EXHIBIT A SCOPE OF SERVICES



## Cultural Arts Master Plan

# BASTROP

### LOCATION

Bastrop, TX

### CLIENT/OWNER

City of Bastrop

### PROJECT DATES

Spring 2018 - Spring 2019

### SERVICES PROVIDED

Cultural Asset Mapping

Case Study Research

Community Engagement

Survey Design

Work Plan and Timeline Development

## PROJECT DESCRIPTION

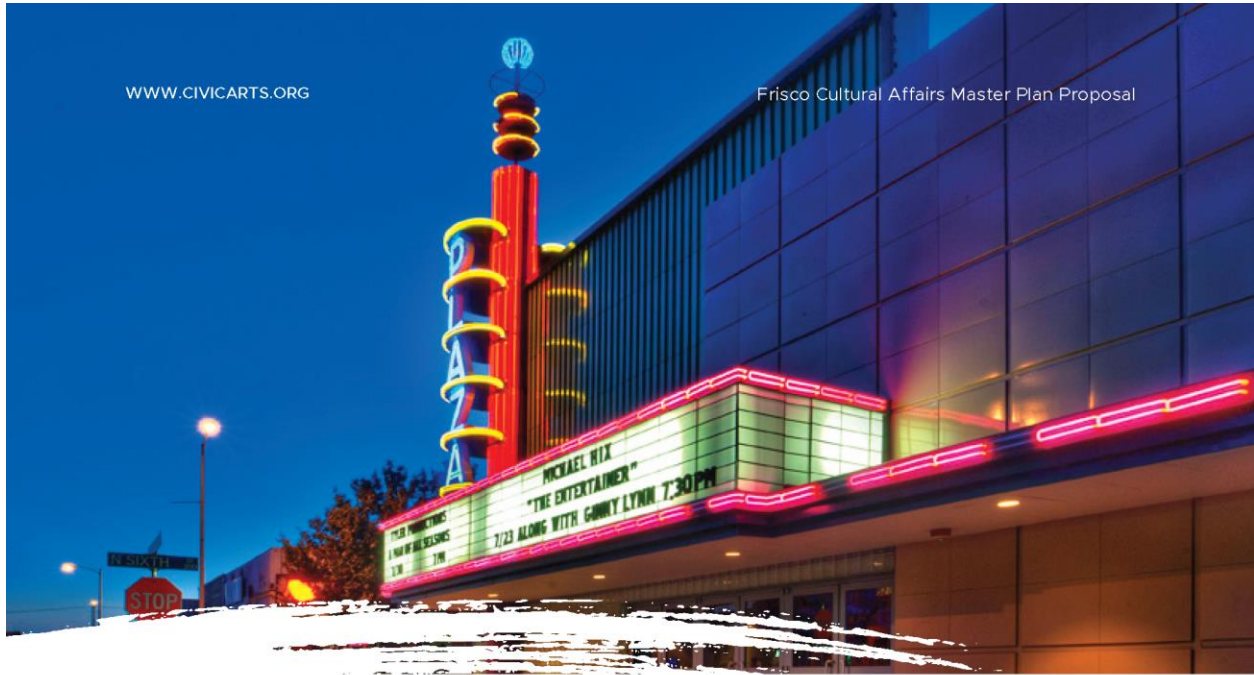
Civic Arts stewarded a plan to nurture Bastrop, Texas' arts and cultural assets and help the city's creative sector take up a stronger position within the city's economy. The plan will guide the City of Bastrop, the Bastrop Art in Public Places Board, and their community partners in identifying and leveraging community assets to increase the city's appeal as a visitor destination while creating additional cultural engagement opportunities for residents. Our team brought an in-depth awareness of local complexities (such as rapid population growth and state-specific regulations for tax allocations) to inform conversations about future policies.

The goal of the planning process was to create a common vision for the role that arts and culture can play in Bastrop, and to work from that vision to guide the policy and programming needed to enhance quality of life for residents, businesses, and visitors. Grounded in a community-wide, nontraditional public participation process, our planning enabled a broad range of community stakeholders to support the development of Bastrop's Arts and Culture Master Plan.



EXPERIENCE | 10

# EXHIBIT A SCOPE OF SERVICES



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Frisco Cultural Affairs Master Plan Proposal

Cultural Planning

## CULTURAL ARTS MASTER PLAN

### LOCATION

Garland, TX

### CLIENT/OWNER

Garland Parks and Recreation

### PROJECT DATES

January 2020 - June 2021

### SERVICES PROVIDED

Policy Analysis and Recommendations

Community Engagement

On-line arts-engagement

Report Writing

## PROJECT DESCRIPTION

Happening at the height of the COVID pandemic, the City of Garland Cultural Arts Master Plan set a steady pace during uncertain times. With the support and insights of the City of Garland staff, the Civic Arts team set a course for robust online engagement spearheaded by local artists. These listening sessions enabled the city to understand both the profound impact of the pandemic on the local arts sector and the hopes and aspirations for how the city could build towards a future.

Ultimately, the Garland Cultural Arts Master Plan set a vision for cultural arts in the city and provided a roadmap for coordinating city government support for cultural arts. In addition, it laid out recommendations and resources for funding, programs, partnerships, and processes. Working in collaboration with local organizations, the city hopes to leverage the strengths of its unique Texas culture, help make Garland a vibrant community, and improve the quality of life for all residents.



EXPERIENCE | 11

# EXHIBIT A SCOPE OF SERVICES

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Frisco Cultural Affairs Master Plan Proposal

## ARTS-BASED COMMUNITY ENGAGEMENT PROJECTS

### DRAWING LINES: EXPLORATIONS OF PLACES, 2016

**Venue:** final exhibit in pop-up space in downtown Austin

**Client/Agency:** City of Austin Economic Development Department

**Description:** Drawing Lines was an experiential and immersive exhibition bringing together 10 commissioned place-specific public art projects for the first time under one roof to reflect on the new 10-1 political structure of Austin's City Council, each district's dynamic cultural life and thus, the city itself. Capturing an historic moment in Austin's evolution as a city through each of the artists' year-long residency, the exhibition provided a snapshot into the first year of this new council structure and the newly drawn geographic communities it is charged to represent.

### "PARD RADIO", 2019

**Medium:** plywood (radio prop) and audio recordings

**Client/Agency:** City of Austin Parks and Recreation Department

**Description:** Civic Arts and sound artist Buzz Moran produced audio portraits of patrons of the Parks Department's cultural facilities. The pieces were presented as a "PARD Radio" activation at long-range plan community engagement events, bringing resident memory and experience into the planning process.

### DRAKE BRIDGE DESIGN ENGAGEMENT, 2019

**Medium:** Interactive Theater

**Client/Agency:** The Trail Foundation

**Description:** Civic Arts was brought on to help engage Austin's diverse communities in envisioning the future of the Drake Bridge Commons. As part of an engagement event, three improvisation-based theater artists helped trail-users to imagine into the history of the site in order to help spur conversations about how it could be developed in the future.

### CULTURAL ASSET MAPPING PROJECT, 2018

**Date:** 2018

**Client/Agency:** City of Austin

**Description:** The City of Austin's Economic Development Department, Cultural Arts Division implemented the Cultural Asset Mapping Project in 2016. CAMP included a series of collaborative mapping exercises and community meetings, an online survey and interactive map, and a series of focused community conversations to create a comprehensive, community-developed listing of Austin's cultural assets.

### FIELDSTATION, CALGARY: DIGITAL COMPENDIUM, 2017

**Medium:** Digital interactive web-book

**Client/Agency:** Calgary Transit

**Description:** Civic Arts and local artists led Calgary transit riders in a range of hands-on activities, such as drawing, printmaking, and collage. Art was used to explore and build upon participants' connection to place. A digital compendium with photography, video, and text captured the process of creation.



EXPERIENCE | 12

# EXHIBIT A SCOPE OF SERVICES

## PROJECT APPROACH

### PHASE 1: DISCOVER

#### UNDERSTANDING THE OPPORTUNITY IN FRISCO

The Civic Arts project team is excited for the opportunity to work with the City of Frisco to help create a collective vision for how the local arts and culture community can work collaboratively with the city to achieve its larger goals. Building from the impressive efforts already being pursued in Frisco by the City, such as the 4th Street Plaza, we will work with you to develop and amplify the ways that arts and culture can support economic and social vibrancy for all of Frisco's residents.

As cultural planners, we also recognize how important it is to build from the creative and place-based assets that are at the foundation of the city's identity. As fellow Texans, we are eager to work collaboratively and inclusively with stakeholders and supporters of Frisco's creative community. We believe in the critical role the arts can play in supporting the social, cultural, and economic well-being and of diverse community members.

#### PROJECT LAUNCH

During our first visit, the project team will introduce ourselves and the arts and culture planning process to City staff, commissioners, elected officials, and arts-sector stakeholders. Together with staff from each of Cultural Affairs four subdivisions (Frisco Heritage Center, Frisco Discovery Center, Public Art, and Special Events), we will develop a comprehensive project

timeline, plan, and communications strategy to engage stakeholders. This early stage is a critical opportunity for the consultant team to immerse ourselves in the assets, opportunities, and challenges of the Frisco arts and culture community. Thus, we will coordinate with City staff and the Frisco Public Art Board on a public launch of the planning process. Together, we will begin to develop our mutual understanding about the state of the arts in Frisco and the opportunities that the plan can address.



ABOVE: *Cattle Drive*, Artist Anita Pauwels, 2003 (Source: Visit Frisco)

#### PROJECT ADVISORY COMMITTEE

Through our experience we have found that the best planning processes happen when the project team works with an invested advisory group that can meet regularly with the project team and City staff to help shepherd the planning efforts through their different phases. We would look to develop an Advisory Committee of committed and trusted stakeholders to act as advisors in the planning process. This group could include members of the Public Art Board, and/or other appropriate stakeholders. The



# EXHIBIT A SCOPE OF SERVICES

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Advisory Committee will be the plan's champions and provide critical insight and guidance. We recommend in person meetings between the consulting team, City staff, and the Advisory Committee during consulting team visits, and regularly scheduled Zoom calls to choreograph the overall direction of the project.

## PROJECT MANAGEMENT: UPDATES, REPORTS, & COMMUNICATING PROGRESS

Throughout the planning process, we will prepare regular, periodic progress reports to staff, at a frequency agreed upon by Staff (we recommend monthly or bi-monthly). These reports will provide project updates and track contract compliance. Additional interim reports on any aspect of the planning process can be arranged and delivered on request. We will coordinate schedules and prepare materials for meetings with City staff, Board members, and other stakeholders.

We will work closely in collaboration with City staff on the project's marketing and public-facing communication. We will provide information and collateral for public communications from the City in social media, newsletters, press releases and web content. We will collaborate with staff on the design of collateral materials and the final plan.

## SITUATIONAL ANALYSIS

During this early stage of the planning process, we will review past and current arts and cultural programs, offerings, and infrastructure – both public and private – in Frisco. We will review other City comprehensive and strategic plans, policies, and other documents that intersect or could intersect with arts and cultural services in Frisco. We will include consideration of Frisco ISD assets and opportunities. We will consider Frisco's regional context, and explore ways that

arts and culture could help strengthen Frisco's local and regional position. We will package this research as a **Situational Analysis** report and deliver it to City staff and the Advisory Committee for review. The report will provide crucial framing as we engage with stakeholders and community members. Findings and opportunities will be incorporated into the final Plan where appropriate.

## INTERVIEWS & FOCUS GROUPS

Information gathered from early conversations with staff and advisors, as well as the Situational Analysis, will provide a baseline of understanding as we expand the scope of our community and stakeholder engagement, through key interviews and focus groups.

**INTERVIEWS:** We will use key interviews with local arts stakeholders to assess and evaluate current arts and culture facilities and programming. In interviews, we will assess service gaps and opportunities. Interviewee selection will be developed collaboratively with City staff and the Advisory Committee. We will produce the interview protocols; manage outreach; and conduct, record, and analyze interviews, all in consultation with staff and advisors. With interviewees we will explore assets, overlaps, gaps, and areas for future growth in Frisco's arts and cultural facilities and program offerings. We will use these interviews as the basis of an arts and culture **Cultural Infrastructure Needs Assessment** report (discussed further below).

**FOCUS GROUPS:** We will build on the understanding we develop from key interviews by targeting strategic stakeholder groups for focus group conversations, or workshops, as an opportunity to share knowledge, experience, and expertise, and explore opportunities and





# EXHIBIT A

## SCOPE OF SERVICES

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solutions for best supporting community needs around arts and culture. These groups will explore the following topics: Visual Arts, Performing Arts, Museums, Event Staff, Public Art, Literary Arts, Cultural Groups, Arts Education, and Creative Industries. Additionally, we recommend that the project team remain open to strategically using these groups to address topics that emerge from the planning process itself. These focus groups will form the basis of a **Community Needs Assessment** report, which we will expand on through broader community engagement efforts (discussed further below).

innovative and inclusive engagement, community members and stakeholders will be brought into the process of shaping Frisco's arts and culture vision and direction. We also believe that in addition to providing crucial data, the engagement process is an important opportunity to grow and leverage the relationships, networks, and capacities that will carry the plan to successful implementation. We will manage, conduct, record, and analyze the entire engagement process, in consultation with staff and advisors.



ABOVE: Blanco #17, Artist Mac Whitney, 1985 (Source: Visit Frisco)

### SURVEY

We will launch and manage a community survey designed to gather direct feedback from community members about how they understand the context and opportunity of the arts in Frisco.

### COMMUNITY MEETINGS

We strongly recommend hosting two community meetings during the middle stage of the planning process, in order to invite direct input from a wide range of community members. These meetings are an excellent opportunity to showcase and celebrate Frisco's arts community. Information and knowledge gathered at the first community meeting, along with more developed plan details will be reflected back to the community at the second community meeting for confirmation and further collaborative development.

### TRAINING LOCAL LEADERS

Civic Arts will leverage our extensive engagement and arts-based engagement experience to facilitate the development of good engagement practices in local sector leaders. We would look to hire a local artist, who is familiar with civic engagement processes, to help with engagement implementation, which would be an opportunity

## PHASE 2: ENVISION

### ENGAGEMENT STRATEGY

We believe that direct and inclusive engagement with community members and stakeholders is at the heart of a successful planning process. The values and strategies that the plan lifts up must emerge from the diversity of the Frisco communities, and we will engage with residents, stakeholders, and visitors from diverse backgrounds, including in terms of race and ethnicity, age, income, and gender. Through



# EXHIBIT A

## SCOPE OF SERVICES

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to capacity build in Frisco at the intersection of civics and the arts. We would work with City staff to identify an appropriate artist that they have a trusted relationship with and that would be a good fit for this work. We will collaboratively develop opportunities for local arts and culture leaders to play a central role in the engagement process in order to amplify equitable communication and relationship building around the arts in Frisco.

### NEEDS ASSESSMENTS DELIVERY & PRESENTATION

At the conclusion of the Envision phase, we will summarize our entire engagement process with an arts and culture Cultural Infrastructure Needs Assessment and Community Needs Assessment. These assessments will be delivered to staff. Results will be presented to appropriate boards, commissions, City staff, and City Council. These assessments will be incorporated into the Plan.

### PHASE 3: DEVELOP

#### DRAFTING THE PLAN

After completion of the Discover and Envision phases, we will produce a draft of the Plan. The Plan will be anchored by clear vision statements, grounded in City and community values and objectives. We will collaborate and communicate hand-in-hand with City staff as we develop the draft Plan.

#### ELEMENTS OF THE PLAN

The Plan will address and include – at least but not limited to – the following:

- Executive summary
- A vision for the arts and culture in Frisco

- **Goals** in support of that vision, grounded in local context and informed by national practice, in areas that could include: opportunities to increase participation in the arts; opportunities for youth participation; new ideas for cultural facilities and festivals; support for artists; strategies for strengthening and building existing and new arts and cultural organizations; public art; and integration with the City’s tourism plans
- Identification of **existing and potential partnerships**, relationships, networks, and collaborations. These will include but not be limited to cross-departmental, inter-municipal and regional public and private partnership opportunities.
- Recommendations for arts and culture supportive **cultural infrastructure improvements** and optimization
- Identification of best practices for **funding** opportunities, strategies, and resources, and recommendations for resource allocation
- Recommendations to guide future policy for **Frisco’s public art collection**, informed by national best practice
- Review and recommendations on Frisco’s **public art selection processes**
- Definition and clarification of **roles for the Public Art Board** any other cultural planning advisory groups
- Summary and integrated **findings from Situational Analysis and Needs Assessments**
- Definition and analysis of Frisco’s place in **regional arts and cultural context**, and strategic recommendations for



# EXHIBIT A SCOPE OF SERVICES

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strengthening Frisco's regional standing

The plan will also contain an integrated Implementation Strategy, which will include:

- **Short, medium, and long-term goals**, action steps, roles, timelines, and expectations for the City and partners
- Associated costs and recommended **funding**
- Appropriate **success metrics**

## THE DRAFT PLAN: DELIVERY & PRESENTATION

We will submit the draft plan to City staff. We will present the draft Plan to the City Manager, City Council, City Cultural Affairs Staff Team, and the Public Art Board. We will also develop a review input process for community input into the final plan. Feedback and suggestions from these presentations and input opportunities will be incorporated into the final Plan.

## THE FINAL PLAN: DELIVERY & PRESENTATION

After editing the draft Plan based on feedback from City leadership, staff, arts stakeholders, and community members, we will deliver the final Cultural Affairs Master Plan. We will present the plan to the Frisco City Council and City Manager. We will collaborate with the City Cultural Affairs Team to present the Plan to the community at a public meeting.

## OPTIONAL AND ADDITIONAL SERVICES

### ARTS ECONOMY EVALUATION

Civic Arts can produce an optional regional creative sector economic analysis. We use the CVSuite online tool to generate a snapshot of the local economic impact of the arts, Frisco's competitive advantage in terms of creative occupations and creative industries, and who makes up the local arts and culture workforce. We will benchmark Frisco's creative economy to the nation, the state of Texas, and two comparable counties of the City's choosing. Additional analyses, such as reporting how the county's creative economic landscape has changed over time and/or a creating a customized set of creative occupations and/or creative industries, may be requested by the City for an additional fee.

### ARTS-BASED ENGAGEMENT FACILITATION

In support of our organizational mission to amplify community capacity at the intersection of arts and civic processes and our charge to "plan like we want to perform," we offer an additional service of arts-based engagement facilitation. In past projects we have collaborated with local performers, visual artists, and students to produce arts-based facilitation that drives engagement. We understand that traditional town halls and "sticky dots" have their place, but we believe that a planning process to support the arts is a great place to amplify the potential of the arts to bring out a different "language" of community and stakeholder feedback, engaging with the heart and gut, as well as the mind. For arts-based engagement facilitation the project team would seek to amplify our work with a local engagement artist, using that person as an artist-organizer managing engagement collaborations and capacity building with other Frisco artists.



# EXHIBIT A SCOPE OF SERVICES

## INCLUSION STATEMENT

We believe that equity is a critical pillar to our work and partnerships. Inequality can impede both the process and outcome of successful community and municipal development, and it is critical to face these issues directly. We strive to continually improve our understanding of equity noting that it is a collaborative process with nuance in each context. Our hope is that when working with partners we can walk through the following questions to guide our work and collaboration: Who are the people most affected by this work? Who stands to benefit? Are they in the room? How can we surface assumptions that create barriers for the people most impacted by the project? These questions are evolving as we learn from and with the communities and partners we collaborate with. We work to continually refine our own understanding of equity, and facilitate processes that support the flourishing of all people.

## CITY BENEFITS

As the product of close collaboration between Civic Arts, the City, arts stakeholders, and community members, the Plan will:

- Define a strong vision for how arts and culture are a fundamental component of life in the City of Frisco.
- Create a detailed plan of action for how the arts and culture sector meet their collective goals through collaborative and cross-sector partnerships.
- Develop a more integrated understanding of how the arts and culture sector can be supportive of departmental goals across the City.
- Develop the partnerships needed to implement both short-term and long-term objectives.

## CITY ASSISTANCE

The primary tasks and efforts that we anticipate the City will provide assistance on during the planning process are:

- Provide assistance in creating connections to existing arts organizations, artists, stakeholders, and community members
- Provide city GIS files, any existing needs analysis, and any existing census/demographic data.
- Assist with distribution of meeting announcements to stakeholders
- Development of working relationships with advisory committee
- Discuss and coordinate on supplementary materials and public rollout within the larger planning process
- Explore the potential for bringing on local artists to assist with community outreach and engagement
- Iteratively review and comment on draft reports and planning documents as they're produced throughout the project.



# EXHIBIT A SCOPE OF SERVICES

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## LIST OF DELIVERABLES

### PHASE 1 DISCOVER

Situational Analysis	<b>JAN 2024</b>
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### PHASE 2 ENVISION

Cultural Infrastructure Needs Assessment	<b>FEB 2024</b>
Community Needs Assessment	<b>APR 2024</b>

### PHASE 3 DEVELOP

Draft Plan	<b>MAY 2024</b>
Final Plan	<b>JULY 2024</b>



# EXHIBIT A SCOPE OF SERVICES

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## REFERENCES

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### Richard Schultz

Cultural Arts Manager  
City of Carlsbad, CA

*Richard.Schultz@carlsbadca.gov*

*(see project one-page description for details)*

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### Andy Hesser, CPRE

Assistant City manger at City of Garland  
City of Garland, TX

*AHesser@garlandtx.gov*

*(see project one-page description for details)*

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### Julie Candoli

Director of Institutional Giving,  
Foundation Communities,

*client lead on the organization's arts and culture  
strategic plan*

**Austin, TX**

*julie.candoli@foundcom.org*

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# EXHIBIT A SCOPE OF SERVICES

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Frisco Cultural Affairs Master Plan Proposal

## TOTAL COST SUMMARY

### PROJECT COSTS

Discovery Subtotal	\$17,727
Engagement Subtotal	\$39,920
Plan Delivery Subtotal	\$17,367
<b>FINAL NOT TO EXCEED FEE:</b>	<b>\$75,014</b>

*A detailed fee schedule is provided on the following page.*

## HOURLY RATES

### CIVIC ARTS

<b>PROJECT LEAD</b>   Civic Arts Executive Director Lynn Osgood	\$185/hour
<b>PROJECT MANAGER</b>   Civic Arts Program Director Bianca Pizarro Vazquez	\$100/hour
<b>LOCAL ENGAGEMENT SUB</b>   City of Frisco-Based Artist	\$75/hour



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# EXHIBIT A SCOPE OF SERVICES

## City of Frisco Cultural Planning Process

### Project Budget

PROJECT PHASES	LIST OF IN-PERSON ITEMS	STAFF	DAY RATE	# of DAYS	LABOR (\$)	TRAVEL (\$)	SUBTOTALS (\$)	TASK COST (\$)	Approx. Date
DISCOVERY	Project Kick-off & Discover Visit One	Lynn Oggood	\$ 1,480	2	\$ 2,960	\$ 833	\$ 3,793	5,909	Nov '23
		Bianca Pizarro Vázquez	\$ 800	2	\$ 1,600	\$ 596	\$ 2,196		
		Lynn Oggood	\$ 1,480	2	\$ 2,960	\$ 833	\$ 3,793		
		Bianca Pizarro Vázquez	\$ 800	2	\$ 1,600	\$ 596	\$ 2,196		
DISCOVERY	Discover Visit Two Interviews	Lynn Oggood	\$ 1,480	2	\$ 2,960	\$ 833	\$ 3,793	5,909	Dec '23
		Bianca Pizarro Vázquez	\$ 800	2	\$ 1,600	\$ 596	\$ 2,196		
		Lynn Oggood	\$ 1,480	2	\$ 2,960	\$ 833	\$ 3,793		
		Bianca Pizarro Vázquez	\$ 800	2	\$ 1,600	\$ 596	\$ 2,196		
DISCOVERY	Discover Visit Three Interviews & Focus Groups	Lynn Oggood	\$ 1,480	2	\$ 2,960	\$ 833	\$ 3,793	5,909	Jan '24
		Bianca Pizarro Vázquez	\$ 800	2	\$ 1,600	\$ 596	\$ 2,196		
		Lynn Oggood	\$ 1,480	2	\$ 2,960	\$ 833	\$ 3,793		
		Bianca Pizarro Vázquez	\$ 800	2	\$ 1,600	\$ 596	\$ 2,196		
<b>DISCOVERY IN PERSON \$ 17,727</b>									
<b>DISCOVERY TOTAL \$ 17,727</b>									
ENGAGEMENT	Community Meetings Visit One	Lynn Oggood	\$ 1,480	2	\$ 2,960	\$ 833	\$ 3,793	13,485	Feb '24
		Bianca Pizarro Vázquez	\$ 800	2	\$ 1,600	\$ 596	\$ 2,196		
		Local Arts Engagement Contractor	\$ 800	3	\$ 1,800	\$ 188	\$ 1,988		
		Local Artist (s)	\$ 2,790	2	\$ 5,580	\$ 188	\$ 5,768		
		Lynn Oggood	\$ 1,480	2	\$ 2,960	\$ 833	\$ 3,793		
		Bianca Pizarro Vázquez	\$ 800	2	\$ 1,600	\$ 596	\$ 2,196		
	Community Meetings Visit Two	Lynn Oggood	\$ 1,480	2	\$ 2,960	\$ 833	\$ 3,793	13,485	Mar '24
		Bianca Pizarro Vázquez	\$ 800	2	\$ 1,600	\$ 596	\$ 2,196		
		Local Arts Engagement Contractor	\$ 800	3	\$ 1,800	\$ 188	\$ 1,988		
		Local Artist (s)	\$ 2,790	2	\$ 5,580	\$ 188	\$ 5,768		
		Lynn Oggood	\$ 1,480	2	\$ 2,960	\$ 833	\$ 3,793		
		Bianca Pizarro Vázquez	\$ 800	2	\$ 1,600	\$ 596	\$ 2,196		
<b>ENGAGEMENT IN PERSON \$ 26,970</b>									
LIST OF TASKS AND ADDITIONAL ITEMS	Survey Creation, Distribution, and Analysis	Lynn Oggood	\$ 188	10	\$ 1,880	\$ 1,880	\$ 3,760	3,360	Jan '24 - Feb '24
		Bianca Pizarro Vázquez	\$ 100	15	\$ 1,500	\$ 1,500	\$ 3,000		
		Lynn Oggood	\$ 188	10	\$ 1,880	\$ 1,880	\$ 3,760		
		Bianca Pizarro Vázquez	\$ 100	25	\$ 2,500	\$ 2,500	\$ 5,000		
		Lynn Oggood	\$ 188	10	\$ 1,880	\$ 1,880	\$ 3,760		
		Bianca Pizarro Vázquez	\$ 100	25	\$ 2,500	\$ 2,500	\$ 5,000		
<b>ENGAGEMENT SUPPORT \$ 12,950</b>									
<b>ENGAGEMENT TOTAL \$ 39,920</b>									
PLAN DELIVERY	Preliminary Plan Review	Lynn Oggood	\$ 1,480	1	\$ 1,480	\$ 562	\$ 2,042	3,300	May '24
		Bianca Pizarro Vázquez	\$ 800	1	\$ 800	\$ 258	\$ 1,058		
		Lynn Oggood	\$ 800	1	\$ 800	\$ 562	\$ 1,362		
		Bianca Pizarro Vázquez	\$ 1,480	1	\$ 1,480	\$ 258	\$ 1,738		
		Lynn Oggood	\$ 1,480	1	\$ 1,480	\$ 562	\$ 2,042		
		Bianca Pizarro Vázquez	\$ 800	1	\$ 800	\$ 258	\$ 1,058		
<b>PLAN DELIVERY IN PERSON \$ 8,242</b>									
LIST OF TASKS AND ADDITIONAL ITEMS	Cultural Arts Plan Writing	Lynn Oggood	\$ 188	25	\$ 4,625	\$ 4,625	\$ 9,250	7,325	Apr '24 - July '24
		Bianca Pizarro Vázquez	\$ 100	25	\$ 2,500	\$ 2,500	\$ 5,000		
		Lynn Oggood	\$ 188	25	\$ 4,625	\$ 4,625	\$ 9,250		
		Bianca Pizarro Vázquez	\$ 100	25	\$ 2,500	\$ 2,500	\$ 5,000		
		Lynn Oggood	\$ 188	25	\$ 4,625	\$ 4,625	\$ 9,250		
		Bianca Pizarro Vázquez	\$ 100	25	\$ 2,500	\$ 2,500	\$ 5,000		
<b>PLAN DELIVERY SUPPORT \$ 9,250</b>									
<b>PLAN DELIVERY TOTAL \$ 17,362</b>									
<b>ENTIRE PROJECT TOTAL \$ 75,084</b>									



# EXHIBIT A SCOPE OF SERVICES

## Additional Cost Explanations

OPTIONAL ADDITIONAL SERVICES	ECONOMIC ASSESSMENT WESTFA - Economic Data Subscription Service	\$ 4,500	\$ 4,500
	Data processing & report writing	\$ 4,500	<u>\$ 4,500</u>
			<u>\$ 9,000</u>

COST BREAKDOWN FOR ABOVE SERVICES	ARTIST ENGAGEMENT FEE (fee per artist / per engagement):		
	Artist fee	\$ 1,500	\$ 1,500
	Administration	\$ 750	\$ 750
	Materials	\$ 500	<u>\$ 500</u>
			<u>\$ 2,750</u>

TRAVEL COMPUTATIONS	Hotel (\$)	Per diem (\$)	Mileage (travel to)	Mileage (in town)	Total (\$)	
1 Day / 1 Nights	\$ 189	\$ 69	\$ 291	\$ 13	\$ 562	CA Staff, primary driver
					\$ 258	CA Staff, not driver
					\$ 69	Local Staff
2 Day / 2 Nights	\$ 378	\$ 138	\$ 291	\$ 26	\$ 833	CA Staff, primary driver
					\$ 516	CA Staff, not driver
					\$ 138	Local Staff
3 Days / 3 Night	\$ 567	\$ 207	\$ 291	\$ 39	\$ 1,104	CA Staff, primary driver
					\$ 774	CA Staff, not driver
					\$ 207	Local Staff

FEDERAL RATES		
Hotel per night	\$	189
Federal per diem rate	\$	69
Federal mileage rate	\$	0.66

RATES & DAY RATES		
	DAY RATES	HOURLY
Lynn Osgood, Civic Arts ED	\$	1,480 185
Blanca Pizarro Vázquez, Civic Arts Program Manager	\$	800 100
Local Engagement Sub	\$	600 75

# EXHIBIT A SCOPE OF SERVICES

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## SUPPLEMENTAL INFORMATION

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We have provided final report examples from three Civic Arts projects as additional attachments in this submission:

- The Carlsbad, CA Arts & Culture Master Plan
- The Bastrop, TX Cultural Arts Master Plan
- The Garland, TX Cultural Arts Master Plan



SUPPLEMENTAL INFORMATION | 24

# EXHIBIT B PROJECT BUDGET SUMMARY

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Frisco Cultural Affairs Master Plan Proposal

## TOTAL COST SUMMARY

### PROJECT COSTS

Discovery Subtotal	\$17,727
Engagement Subtotal	\$39,920
Plan Delivery Subtotal	\$17,367
<b>FINAL NOT TO EXCEED FEE:</b>	<b>\$75,014</b>

*A detailed fee schedule is provided on the following page.*

## HOURLY RATES

### CIVIC ARTS

<b>PROJECT LEAD</b>   Civic Arts Executive Director Lynn Osgood	\$185/hour
<b>PROJECT MANAGER</b>   Civic Arts Program Director Bianca Pizarro Vazquez	\$100/hour
<b>LOCAL ENGAGEMENT SUB</b>   City of Frisco-Based Artist	\$75/hour



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# EXHIBIT B PROJECT BUDGET SUMMARY

## City of Frisco Cultural Planning Process

### Project Budget

PROJECT PHASES	LIST OF SUBPROJECTS	STAFF	DAY DATE	# of DAYS	LABOR (\$)	TRAVEL (\$)	SUBTOTALS (\$)	TASK COST (\$)	Approx. Date
DISCOVERY	Project Kick-off & Discover Visit One	Lynn Ogilrod	\$ 1,480	2	\$ 2,960	\$ 837	\$ 3,797	5,900	Nov '23
		Banca Pizarro Vazquez	\$ 900	2	\$ 1,800	\$ 596	\$ 2,396		
	Discover Visit Two Interviews	Lynn Ogilrod	\$ 1,480	2	\$ 2,960	\$ 837	\$ 3,797	5,900	Dec '23
		Banca Pizarro Vazquez	\$ 900	2	\$ 1,800	\$ 596	\$ 2,396		
DISCOVERY	Discover Visit Three Interviews & Focus Groups	Lynn Ogilrod	\$ 1,480	2	\$ 2,960	\$ 837	\$ 3,797	5,900	Jan '24
		Banca Pizarro Vazquez	\$ 900	2	\$ 1,800	\$ 596	\$ 2,396		
<b>DISCOVERY IN PERSON \$ 17,727</b>									
<b>DISCOVERY TOTAL \$ 17,727</b>									
ENGAGEMENT	Community Meetings Visit One	Lynn Ogilrod	\$ 1,480	2	\$ 2,960	\$ 837	\$ 3,797	13,416	Feb '24
		Banca Pizarro Vazquez	\$ 900	2	\$ 1,800	\$ 596	\$ 2,396		
		Local Arts Engagement Contractor	\$ 400	2	\$ 1,800	\$ 198	\$ 1,998		
		Local Artists (S)	\$ 2,750	2	\$ 5,500	\$ 198	\$ 5,698		
ENGAGEMENT	Community Meetings Visit Two	Lynn Ogilrod	\$ 1,480	2	\$ 2,960	\$ 837	\$ 3,797	13,416	Mar '24
		Banca Pizarro Vazquez	\$ 900	2	\$ 1,800	\$ 596	\$ 2,396		
		Local Arts Engagement Contractor	\$ 400	2	\$ 1,800	\$ 198	\$ 1,998		
		Local Artists (S)	\$ 2,750	2	\$ 5,500	\$ 198	\$ 5,698		
<b>ENGAGEMENT IN PERSON \$ 26,843</b>									
ENGAGEMENT	Community Meetings Q2 Preparation	Lynn Ogilrod	\$ 98	10	\$ 1,960	\$ 1,850	\$ 3,810	6,620	Jan '24 - Mar '24
		Banca Pizarro Vazquez	\$ 900	10	\$ 1,800	\$ 1,850	\$ 3,650		
		Local Arts Engagement Contractor	\$ 98	10	\$ 1,960	\$ 1,850	\$ 3,810		
		Local Engagement Sub	\$ 75	30	\$ 2,250	\$ 2,250	\$ 4,500		
<b>ENGAGEMENT SUPPORT \$ 12,950</b>									
<b>ENGAGEMENT TOTAL \$ 39,793</b>									
PLAN DELIVERY	Preliminary Plan Review	Lynn Ogilrod	\$ 1,480	1	\$ 1,480	\$ 662	\$ 2,142	3,100	May '24
		Banca Pizarro Vazquez	\$ 900	1	\$ 900	\$ 299	\$ 1,199		
		Local Arts Engagement Contractor	\$ 1,480	1	\$ 1,480	\$ 299	\$ 1,779		
		Local Artists (S)	\$ 1,480	1	\$ 1,480	\$ 299	\$ 1,779		
PLAN DELIVERY	Draft Plan Review	Lynn Ogilrod	\$ 1,480	1	\$ 1,480	\$ 662	\$ 2,142	3,100	Jan '24
		Banca Pizarro Vazquez	\$ 900	1	\$ 900	\$ 299	\$ 1,199		
		Local Arts Engagement Contractor	\$ 1,480	1	\$ 1,480	\$ 299	\$ 1,779		
		Local Artists (S)	\$ 1,480	1	\$ 1,480	\$ 299	\$ 1,779		
PLAN DELIVERY	Final Plan Presentation	Lynn Ogilrod	\$ 1,480	1	\$ 1,480	\$ 662	\$ 2,142	2,042	July '24
		Banca Pizarro Vazquez	\$ 900	1	\$ 900	\$ 299	\$ 1,199		
		Local Arts Engagement Contractor	\$ 1,480	1	\$ 1,480	\$ 299	\$ 1,779		
		Local Artists (S)	\$ 1,480	1	\$ 1,480	\$ 299	\$ 1,779		
<b>PLAN DELIVERY IN PERSON \$ 8,242</b>									
PLAN DELIVERY	Culture and Film Writing	Lynn Ogilrod	\$ 196	25	\$ 4,900	\$ 4,625	\$ 9,525	7,105	Apr '24 - July '24
		Banca Pizarro Vazquez	\$ 100	25	\$ 2,500	\$ 2,500	\$ 5,000		
		Local Arts Engagement Contractor	\$ 196	25	\$ 4,900	\$ 4,625	\$ 9,525		
		Local Artists (S)	\$ 196	25	\$ 4,900	\$ 4,625	\$ 9,525		
<b>PLAN DELIVERY SUPPORT \$ 9,125</b>									
<b>PLAN DELIVERY TOTAL \$ 17,367</b>									
<b>FINANCIAL PROJECT TOTAL \$ 76,064</b>									

# EXHIBIT B PROJECT BUDGET SUMMARY

## Additional Cost Explanations

OPTIONAL ADDITIONAL SERVICES	ECONOMIC ASSESSMENT WESTFA - Economic Data Subscription Service Data processing & report writing	\$ 4,500 \$ 4,500	\$ 4,500 <u>\$ 4,500</u> \$ 9,000
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COST BREAKDOWN FOR ABOVE SERVICES	ARTIST ENGAGEMENT FEE (fee per artist / per engagement): Artist fee Administration Materials	\$ 1,500 \$ 750 \$ 500	\$ 1,500 \$ 750 \$ 500 <u>\$ 2,750</u>
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TRAVEL COMPUTATIONS	Hotel (\$)	Per diem (\$)	Mileage (travel)	Mileage (in town)	Total (\$)	
1 Day / 1 Nights	\$ 189	\$ 69	\$ 291	\$ 13	\$ 562	CA Staff, primary driver
					\$ 258	CA Staff, not driver
					\$ 69	Local Staff
2 Day / 2 Nights	\$ 378	\$ 138	\$ 291	\$ 26	\$ 833	CA Staff, primary driver
					\$ 516	CA Staff, not driver
					\$ 138	Local Staff
3 Days / 3 Night	\$ 567	\$ 207	\$ 291	\$ 39	\$ 1,104	CA Staff, primary driver
					\$ 774	CA Staff, not driver
					\$ 207	Local Staff

<b>FEDERAL RATES</b>	
Hotel per night	\$ 189
Federal per diem rate	\$ 69
Federal mileage rate	\$ 0.66

<b>RATES &amp; DAY RATES</b>		
	<b>DAY RATES</b>	<b>HOURLY</b>
Lynn Osgeed, Civic Arts ED	\$ 1,480	185
Bianca Pizarro Vazquez, Civic Arts Program Manager	\$ 800	100
Local Engagement Sub	\$ 600	75

**EXHIBIT C**  
**GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING**

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1. Files shall be submitted in DWG/DXF format.
2. Files shall be geo-referenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83.
3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.
4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.
5. The file shall contain required features for the Project type as detailed below:
  - a. Pre-Construction / As-Built Plans and/or Record Documents:
    - i. Layers from Final Plat Requirements as applicable to Project Type.
    - ii. Water Utility Features.
    - iii. Sanitary Sewer Features.
    - iv. Storm Sewer Features.
6. Each required feature group should be provided as a separate layer within the file.
7. Layer names should be representative of the information contained in the layer.
8. Line work should be continuous (e.g. no dashed lines in required layers) and complete.

**EXHIBIT D**  
**GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE  
MARKUP; TRAVEL AND SUBSISTENCE EXPENSES**

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I. **CONSULTANT'S RESPONSIBILITY**. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment(s) for services; however, this shall not be City's sole and exclusive remedy for said over-payment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.

C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. **In-House Reproduction** – Consultant shall make arrangements with City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City's reproduction log is required as a prerequisite for payment, including the number or reproductions, the date, time,

**EXHIBIT D**  
**GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE**  
**MARKUP; TRAVEL AND SUBSISTENCE EXPENSES**

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description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

- E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of City’s reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.
- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of Consultant and/or Consultant’s employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with City’s currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.



**EXHIBIT D**  
**GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE**  
**MARKUP; TRAVEL AND SUBSISTENCE EXPENSES**

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**III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.**

- A. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

**IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.**

- A. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by City's Project Manager.
- B. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Consultant shall request, and City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

**EXHIBIT E  
INSURANCE REQUIREMENTS**

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**I. GENERAL INSURANCE REQUIREMENTS –**

1. All policies shall name the City of Frisco, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability insurance.
2. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or reduction in limits of any policies, evidenced by return receipt or United States Certified Mail.
3. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

**II. INSURANCE COMPANY QUALIFICATION –** All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s).

**III. CERTIFICATE OF INSURANCE –** A Certificate of Insurance and policy endorsement(s) evidencing the required insurance shall be submitted prior to execution of the Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and policy endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

**IV. INSURANCE CHECKLIST –** “X” means that the following coverage(s) is required for this Agreement.

<b>Coverage Required</b>	<b>Limits</b>
<u>  X  </u> 1. Worker’s Compensation & Employer’s Liability	<ul style="list-style-type: none"> <li>▪ Statutory Limits of the State of Texas</li> </ul>
<u>  X  </u> 2. General Liability	<ul style="list-style-type: none"> <li>▪ Minimum \$1,000,000.00 each occurrence.</li> <li>▪ Minimum \$2,000,000.00 in the aggregate.</li> </ul>
___ 3. XCU Coverage	<ul style="list-style-type: none"> <li>▪ Minimum \$1,000,000.00 each occurrence.</li> <li>▪ Minimum \$2,000,000.00 in the aggregate.</li> </ul>

**EXHIBIT E**  
**INSURANCE REQUIREMENTS**

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- X   4. Professional Liability
- Minimum \$ 1,000,000.00 each claim.
  - Minimum \$ 2,000,000.00 in the aggregate.
- 
5. Umbrella Coverage or Excess Liability Coverage
- An amount of \$ 2,000,000.00.
- 
- X   6. City and its officers, agents, representatives, and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.
- X   7. General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- X   8. Thirty (30) days' notice of cancellation, non-renewal, or reduction in limits required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- X   9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).
- X   10. The Certificate of Insurance must state the project title and bid number.
11. Other Insurance Requirements (State Below):

EXHIBIT F  
PROHIBITED INTEREST AFFIDAVIT

THE STATE OF TEXAS

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THE COUNTY OF TRAVIS

I, LYNN OSGOOD, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- Ownership of ten percent (10%) or more of the voting shares of the business entity.
- Ownership of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) or more of the fair market value of the business entity.
- Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty-Five Thousand and 00/100 Dollars (\$25,000.00).
- A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.
- Other: \_\_\_\_\_
- None of the Above.

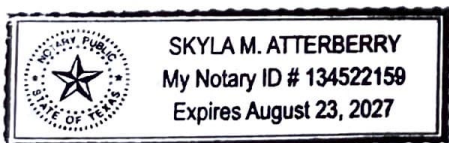
Upon filing this affidavit with the City of Frisco, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the TEX. GOV'T CODE, is a member of a public body which took action on the agreement.

Signed this 21 day of NOVEMBER, 2023.

[Signature] EXECUTIVE DIRECTOR  
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Lynnesgood and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this 21 day of November, 2023.



[Signature]  
Notary Public in and for the State of Texas

**EXHIBIT G  
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
For vendor doing business with local governmental entity		
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
	Date Received	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p align="center"><i>GO workshop (DBA CIVIC Arts)</i></p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>		
<p><b>4</b> Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p><b>5</b> Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p><b>6</b> <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a 1).</p>		
<p><b>7</b> _____</p> <p align="center">Signature of vendor doing business with the governmental entity</p>		<p><i>11/21/23</i></p> <p align="center">Date</p>

Form provided by Texas Ethics Commission

[www.ethics.state.tx.us](http://www.ethics.state.tx.us)

Revised 1/1/2021