

**AGREEMENT BETWEEN THE CITY OF FRISCO
AND THEATRE PROJECTS CONSULTANTS, INC.**

The **City of Frisco, Texas**, a home-rule municipality ("Frisco"), and **Theatre Projects Consultants, Inc.**, a Connecticut corporation ("Contractor"), enter into this Agreement for Performing Arts Strategic Planning Services ("Agreement"). Frisco and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, Frisco is seeking professional consulting services related to a Performing Arts venue study; and

WHEREAS, Contractor represents that it is uniquely qualified to provide the professional consulting services requested by Frisco and has provided a Scope of Services, which is attached hereto as Exhibit A and incorporated herein by reference for all purposes ("Scope of Services"); and

WHEREAS, based on Contractor's representations in the Scope of Services, Frisco has selected Contractor to provide the services sought under the terms and conditions of this Agreement ("Project").

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Scope of Services.

Contractor shall provide the services and deliverables that are set forth and described in the Agreement Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services"). The parties understand and agree that deviations or modifications to the scope of Services described in the Agreement Documents, in the form of one or more written change orders, may be authorized from time to time by Frisco ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the Frisco City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. 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. Contractor agrees that Frisco's project managers, superintendents and/or inspectors are not authorized to issue verbal or written Change Orders

Notwithstanding any statement to the contrary in this Agreement, the parties acknowledge that the Scope of Services provides for phases and deliverables. Frisco may elect to not proceed with future phases or deliverables by providing written notice of its election to Contractor. Frisco shall only be responsible for paying for phases or deliverables authorized in advance and in writing. Frisco shall not perform any Services hereunder until Contractor has received a written notice to proceed with the Services from Frisco.

2. Term.

All Services in connection with this Project should be completed in accordance with the schedule provided in the Scope of Services, attached as Exhibit A. All obligations relating to time set forth herein are material and are of the essence of this Agreement. This Agreement shall remain in full force and effect until completion of the Project to Frisco's satisfaction. The obligations listed hereunder shall be fulfilled upon the completion of the Project to Frisco's satisfaction.

3. Compensation.

In exchange for performance of the Services as described in the Agreement Documents, Frisco agrees to pay the Contractor in an amount not to exceed One Million Four Hundred Fifteen Thousand Five Hundred and 00/100 dollars (\$1,415,500.00) ("Contractor's Fee") for the completion of the Project contemplated by and in accordance with the Agreement Documents as follows:

Contractor shall submit a written invoice monthly to Frisco for all Services completed. The invoice shall be due and payable by Frisco within thirty (30) days after Frisco finally accepts the invoice for Services on the Project in accordance with the Agreement Documents and Frisco's ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising. Notwithstanding anything to the contrary herein, Frisco shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

Contractor and Frisco acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of Frisco, which fiscal year ends on September 30th of each year, shall be subject to Frisco City Council approval. In the event that the Frisco City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that Frisco shall be obligated to pay monies owed Contractor for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.

The "Agreement Documents," as that term is used herein, shall mean and include the following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

- a. This Agreement;
- b. Scope of Services, attached hereto as Exhibit A;
- c. Frisco's Insurance Requirements, attached hereto as Exhibit B;
- d. Affidavit of No Prohibited Interested, attached hereto as Exhibit C; and

- e. Conflict of Interest Questionnaire, attached hereto as Exhibit D;

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A, Exhibit B, Exhibit C, or Exhibit D 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 and Exhibit A shall prevail in that order. Should disputes arise as to responsibilities and obligations set forth in the Agreement Documents, Frisco's interpretation and/or decision shall be final and binding.

5. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations, or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

6. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all of the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in Frisco's Insurance Requirements, attached hereto as Exhibit B and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to Frisco.

7. No Prohibited Interest; Vendor Disclosure.

Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the Frisco City Charter. Contractor shall execute and deliver to Frisco the Affidavit of No Prohibited Interest, attached hereto as Exhibit C and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor shall execute and deliver to Frisco the Conflict-of-Interest Questionnaire, Form CIQ, attached hereto as Exhibit D and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

8. Indemnity.

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS FRISCO AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND

EMPLOYEES (COLLECTIVELY REFERRED TO AS “FRISCO” FOR PURPOSES OF THIS SECTION) 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, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND EXPENSES (INCLUDING ATTORNEY’S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS “CONTRACTOR” FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF FRISCO (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 FRISCO 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 CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR’S OR EMPLOYEE’S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, 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.

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

DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY FRISCO.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Liability.

To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. Frisco assumes no such responsibility or liability. Frisco shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

10. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify Frisco in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

11. Termination.

Frisco is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

Frisco is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently perform the Services in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then Frisco shall have the right to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by Frisco shall not be deemed a waiver of any other right or remedy of Frisco.

If after exercising any remedy provided herein, the cost to Frisco of the performance of the balance of the work on the Project is in excess of that part of the Contractor's Fee

which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse Frisco for such excess, without waiver of any other right or remedy of Frisco.

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.

12. Authority to Execute.

Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

13. Assignment.

Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of Frisco. Contractor 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 Contractor of its full obligations to Frisco as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third party billing.

14. No Waiver of Immunity.

The parties acknowledge and agree that, in executing and performing this Agreement, Frisco has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be 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 herein.

15. Savings/Severability.

In the event that 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 included in this Agreement.

16. Consideration.

This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

17. Attorneys' Fees.

If either party files any action or brings any proceeding against the other arising from this Agreement, then as between Frisco and Contractor, 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.

18. Governing Law; Venue.

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

19. Binding Effect.

This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

20. No 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.

21. 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.

22. Indemnity.

The parties agree that the indemnity provision set forth in Section 10 herein is conspicuous and the parties have read and understood the same.

23. Notice.

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 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 to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: Theatre Projects
Attn: Daniel Ordower
47 Water Street
South Norwalk, CT 06854

If to City, to: City of Frisco
Attn: City Manager

6101 Frisco Square Blvd
Frisco, Texas 75034

With a copy to:

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

24. Representations.

Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

25. Independent Contractor.

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of Frisco; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between Frisco and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between Frisco and Contractor.

26. Incorporation of Recitals.

The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of Frisco and the authorized representative of Contractor.

27. Reference to Contractor.

When referring to “Contractor” herein, this Agreement shall refer to and be binding upon Contractor, 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 Contractor is legally responsible.

28. Reference to Frisco.

When referring to “Frisco” herein, this Agreement shall refer to and be binding upon Frisco, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom Frisco is legally responsible.

29. 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. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

30. Certifications Required by Texas Law.

In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor 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), Contractor hereby certifies that Contractor 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), Contractor hereby certifies that Contractor 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 in this Section have the meanings ascribed to them in the referenced statutes if defined therein.

31. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party’s signature below) will be deemed the effective date of this Agreement (“Effective Date”).

CITY OF FRISCO, TEXAS,
a home-rule municipality

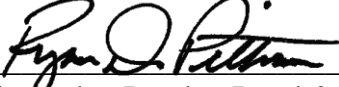
By: _____
Wesley S. Pierson, City Manager

Date: _____

ATTEST:

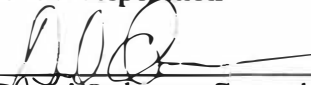
Kristi Morrow, City Secretary

APPROVED AS TO FORM:



Abernathy, Roeder, Boyd & Hullett, PC
Ryan D. Pittman, City Attorneys

THEATRE CONSULTANTS, INC.,
a Connecticut corporation

By: 
Daniel Ordower, General Manager

Date: August 26, 2023

STATE OF ~~TEXAS~~ New York
§
COUNTY OF ~~WESTCHESTER~~ Westchester

BEFORE ME, the undersigned authority, on this day personally appeared Daniel Ordower, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for Theatre Consultants, Inc., and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26 day of August, 2023.



Notary Public in and for the State of ~~Texas~~ New York



Exhibit A
Scope of Services



Wes Pierson
City of Frisco
6101 Frisco Square Boulevard
Frisco, TX 75034

August 21, 2023

Professional Services Agreement - City of Frisco – Arts Complex Planning & Design Services

Upon the conclusion of the contracted phase of market study, business planning, and concept development for an arts and entertainment venue in Frisco, TX, this agreement for professional services covers the necessary next steps of the Frisco Arts and Venues project development. Presented as two phases of work, this scope of work will explore, develop, cost, and design the proposed future performing arts complex. Our work also includes identifying the necessary commitment from the Broadway booking partner. This process includes multiple costing studies, site analysis (Hall Park site), comprehensive community engagement, economic impact analysis, a design competition, capital stack/funding study, and refinement of the final business plan and City investment.

This 18-month process will leave the City of Frisco with a clear understanding of the size, cost, scale, and impact of the proposed performing arts complex. Following the Phase II presentation to City Council in March 2025, our work will allow the City to make final decisions on the project through results from data-driven and relevant engagement process. This timeline launches directly into potential design team development/schematic design process in Spring/Summer 2025 and a grand opening at some point in late 2028 or early 2029.

Scope overview

Phase & Cost Overview | \$1,415,500 (total fee and estimated trip reimbursements)

Phase	Service	Timeline	Cost (including reimb.)
Phase 1A	Planning & Costing	Sept. 2023 – Feb. 2024	\$641,600
Phase 1B	Impact & Engagement	Feb. 2024 – June 2024	\$310,400
Phase 2	Competition & Costing	July 2024 – March 2025	\$463,500
Phase 3	<i>Project Realization</i>	<i>April 2025 –2029 (Q1)</i>	<i>TBD</i>

The continued planning process is outlined as a two-phase structure, where phase three would be the realization of the project (design and construction). Phase one is broken into two pieces (1A, 1B) to allow City Council the opportunity to adjust following the January 2024 presentation of findings. Theatre Projects and Keen Independent Research will continue to lead the planning effort collaboratively with a goal of providing clear, synthesized information and recommendations to City Council to allow for timely decisions to be made. Growth of the joint team which will include the larger Theatre Projects theatre planning and design experts, in



addition to key sub-consultants and subject-matter-experts (outlined below). Gena Buhler (Principal-in-Charge, Theatre Projects) and Alex Keen (Keen Independent) will remain key principals of the planning effort.

Phase One A – Planning & Funding

Upon execution of this agreement, our work will begin immediately in mid-September 2023. Tasks include:

- **Venue & Club Touring:** The project team will travel with representatives from Theatre Projects and Keen Independent to tour a range of performing arts and entertainment venues and applicable sports complexes. We estimate a total of 5 to 7 venue/club locations will be toured between September 2023 and January 2024. During these visits, we will facilitate discussions with venue and club leadership and attend performances when possible. City of Frisco will be responsible for travel costs of their staff, City Council, and other project leadership. We will provide itineraries, hotel blocks, and other logistical details for the traveling group.
- **Club Model Viability Assessment:** We'll research and analyze the viability of the proposed club concept, engaging with different club models across North America to provide the City of Frisco with an assessment of viability. If viable, our assessment will include new revenue and expense models, membership models, competitive inventory, pricing structures and overall space/infrastructure needs. This work will inform the concept design and business model work.
- **Broadway Partnership Development:** A critical component of the business model will require negotiating and confirming the necessary Broadway booking partnership. We'll engage and negotiate directly with Broadway Across America (BAA) on behalf of City of Frisco. Should a BAA deal not be possible, we'll engage with a secondary option, in consultation with City of Frisco. The result of this effort is a MOU that allows City of Frisco the plan with confidence that the Broadway booking partnership is secure before moving forward with facility planning process.
- **Site Analysis:** In partnership with Turner, Townsend Heery and The Projects Groups, we will conduct a comprehensive site analysis of the proposed Hall Park site to confirm its viability for the performing arts complex. This work will review the current and future conditions of the site (including review of the current Hall Park Master Plan), topography, zoning, traffic, and climate. This work will allow the project team to understand the limitations and requirements as it applies to the proposed facility and its location. Conducted in parallel with the concept design process, this analysis will rely on the developed high-level space program, estimated gross square footage, and relevant planning details. A site test fit massing diagram, and site remediation costs will be included in this initial site analysis.
- **Concept Design:** Informed by the early work, we'll further develop the facility space program, venue concepts, sketches, and overall site plan. This design work will include seating configurations for each of the three venues, as well as up to three white-model renderings of the venues and other spaces.
- **Capital Stack & Funding Study:** A Texas-based consulting firm (TBD), in coordination with Theatre Projects and Keen Independent, will conduct a funding study to identify the make-up of the capital stack and its viability. This process will review potential development partners (including engagement with the Hall Group), as well as public and private funding sources, and potential debt service models.

- **Costing Study:** In partnership with Cost+Plus consultants, we will develop a detailed project cost estimate for all required trades, including production and theatre equipment-related costing. This exercise will include research related to local DFW and Frisco, TX construction costs.
- **Business Plan Update:** Informed by the work to date, we'll update the operational pro forma and business plan assumptions, and provide a risk assessment on the current plan and City investment levels.
- **City Council Workshop:** We'll travel to Frisco to present the current findings, concepts, costing, and recommendations to City Council during the January 2024 retreat. Decisions and direction provided during this meeting will inform the work to follow in Phase 1B.

Phase One B – Engagement & Impact

Following the January 2024 City Council direction, this phase of work will begin immediately. Tasks will include:

- **Economic Impact Study:** Keen Independent will utilize IMPLAN—an economic impact analysis tool that combines a set of extensive databases, economic factors, multipliers, and demographic statistics with a highly refined modeling system that is fully customizable—to estimate the potential economic impact of a new performing arts center in Frisco, TX.
- **Comprehensive Community Engagement:** Following the January 2024 City Council meeting, a series of in-person and virtual community engagement sessions will be facilitated by the joint team. We'll facilitate listening sessions, focus groups, and 1:1 interviews with stakeholders and the larger community, and will also deploy digital surveys as needed to capture a wide range of community feedback on the proposed concept, site, operational details, and funding models.
- **City Council Workshop:** We'll travel to Frisco to present the current findings and recommendations to City Council during the June 2024 retreat. Decisions and direction provided during this meeting will inform the work to follow in Phase 2.

We will engage sub-consultants during Phase 1 to support this phase of work who will be contracted by Theatre Projects:

- Cost+Plus (costing study)
- Turner & Townsend Heery, The Projects Group (site analysis)
- Sub-consultant TBD: Fundraising consultant (funding study)

Phase Two – Competition & Costing

Beginning in July 2024, we'll facilitate a paid design competition, further community engagement, and final costing studies. Tasks will include:

- **Design Competition (paid):** Our goal is to engage an innovative group of four selected architects who will develop proposed arts complex designs based on the current concept design, club model, and business plan. Theatre Projects will provide each team with an individual/independent theatre planner to inform their concept design process, and to be available to comment on the concept design process to date. In-person presentation sessions from each of the four firms will be facilitated with the project

team in Frisco. Following the presentations, the project team will choose the winner (and runner-up) based on a defined scoring matrix. The winning design materials will be used for the second half of the Phase 2 planning process. The winning designer may be required to participate in the design team RFP selection process based on City of Frisco procurement rules.

- **Costing Study:** Following the outcome of the design competition, in partnership with Cost+Plus consultants, we'll provide up to two detailed project cost estimates for all required trades, including production and theatre equipment-related costing.
- **Community Engagement:** Our engagement continues throughout this phase to receive feedback on the design competition winner(s), the current business plans, and the overall final project concept.
- **Operational Partnership Development:** Informed by the work to date, we'll work on behalf of the City of Frisco to develop potential facility management agreements, as well as establishing promoter interest and utilization interest from commercial promoters (national and regional). This work will inform the final business and programming model presented to City Council.
- **City Council Workshop:** We'll travel to Frisco to present the final concept, costing, and business plan to City Council in March 2025. The conclusion of this presentation will allow City Council to determine if the project is deemed successful and should move forward into design team selection and schematic design. A design/build option will also be presented to City Council during this meeting.

We will engage sub-consultants during Phase 2 to support this phase of work who will be contracted by Theatre Projects:

- Cost+Plus (cost consultants)
- Turner & Townsend Heery, The Projects Group (design competition, scheduling, project advisors)

Continued Work

Should City Council decide to move into design and construction of the proposed facility, our joint team will be available to continue as trusted advisors and advocates to City of Frisco, beginning with aiding in the development of the project architecture and engineering team, as theatre designers and management consultants (contracted directly to City of Frisco). Based on the availability of the necessary funding and site, phase three could begin as early as Spring 2025 where the next steps of realizing the project as a vibrant physical space would begin. With a focused and aggressive schedule, The City of Frisco could celebrate a grand opening in late 2028 or early 2029.

Our team is available to begin this work immediately. In addition to the scope points as outlined, Theatre Projects will function as your advocate and project liaison, with support from Keen Independent. Any questions and inquiries from interested industry partners can be directed to us to relieve the information-seeking process that inevitably occurs at this point in a public project, in addition to website content, project hotlines, and more.

Phase One (A/B) By Task & Trips
Sept. 2023 – June 2024

Phase	Service	Travel Estimate
1A: Planning & Costing	Venue & Club Touring (nationally)	5 to 7 trips (2 ppl per trip)
	Club Model Assessment	1 to 2 trips (2 ppl per trip)
	Broadway Partnership Development	1 trip (2 ppl)
	Site Assessment	
	Concept Design & Renderings	
	Funding Study	1 trip (2 ppl)
	Costing Study #1	
	Business Plan Update	
	City Council Presentation	1 trip (2 ppl)
1B: Engagement & Impact	Economic Impact Study	
	Community Engagement	4 trips (2-3 ppl per trip)
	City Council Workshop	1 trip (2 ppl)

Phase Two By Task & Trips
July 2024 – March 2025

Phase	Service	Travel Estimate
2: Competition & Costing	Design Competition (paid)	1 trip (4 ppl)
	Community Engagement	4 trips (2 – 3 ppl per trip)
	Costing Study (2 concepts)	
2: Management	Commercial Entertainment, Facility Manager MOU's	1 trip (1 person)
2. Presentations	Study Session & Council Presentations	1 trip (2 ppl)



Appendix – Standard terms and conditions

1 Nature of theatre design consulting services

Theatre design consulting is a service without licensing or registration requirements. As such, Theatre Projects does not provide architectural, engineering, or construction services and cannot provide an architect's or engineer's seal on contract documents.

2 Billing and payment

Theatre Projects invoices monthly on a net 30 basis and in accordance with the schedule set forth in the attached proposal. The client should notify Theatre Projects of any objections to an invoice within 15 days of receipt.

We prefer all payments be made by electronic funds transfer.

<i>For electronic funds transfer</i>	
Bank name	City National Bank Los Angeles, CA
Account #	665770664
Routing #	122016066
SWIFT/BIC Code	CINAUS6L
Reference	Account title: Theatre Projects Consultants, Inc.

If full payment of invoices is not received within 60 days, or if Theatre Projects determines that client will be unable to pay outstanding invoices, Theatre Projects has the right to stop work on the project until payment is received. In the event of payment default, client will reimburse Theatre Projects for all costs of collection including reasonable attorney fees.

3 Additional Services

During the project, the client may authorize in writing, including by email or text, additional services not included in the attached. If the client and Theatre Projects do not agree to additional fees for additional services, Theatre Projects will bill additional services at our prevailing hourly rates. Services authorized outside the scope of work outlined in the Proposal shall be billed as additional services on a time-and-materials basis or as otherwise agreed. Theatre Projects may increase hourly rates annually on January 1, but that increase will not exceed 5% per annum.

2023 rates are as follows:

Position	Hourly
Director	\$335
Principal	\$300
Associate Principal	\$285
Associate	\$275
Senior Consultant	\$220
Consultant 1	\$175
Consultant 2	\$140
Drafter/Admin	\$115

4 Instruments of service

~~Unless otherwise agreed, Theatre Projects shall retain all rights of ownership including copyright of all original work, concepts, drawings, and other documents (“Instruments of Service”) produced by Theatre Projects during this project. Theatre Projects grants the Client a license to use these Instruments of Service for this Project only. The Client shall not use these instruments for any other project or purpose, nor may the Client make changes to these instruments without Theatre Projects’ prior written authorization. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.~~

5 Design credit and Promotion

~~If the architect or acoustician is credited on any promotional material associated with the Project or on signage at the construction site, then Theatre Projects shall be credited as “Theatre Design Consultant.” This provision shall survive the expiration or early termination of this Agreement. Unless the client expressly restricts publicity prior to project commencement, Theatre Projects and its affiliates shall have the right to use the name of the architect, client, owner, and the name of the Project for any advertising, publicity, promotion, or marketing purposes. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.~~

6 Insurance

~~Theatre Projects will, at its sole cost and expense, throughout the performance of its services, maintain the following insurance coverage:~~

- ~~▪ Commercial General Liability Insurance: Two million dollars (US\$ 2,000,000) per occurrence and four million dollars (US\$4,000,000) general aggregate.~~
- ~~▪ Commercial Automobile Liability Insurance: One million dollars (US\$1,000,000) per occurrence.~~
- ~~▪ Worker’s Compensation Insurance: As required by applicable Connecticut state law.~~
- ~~▪ Employer’s Liability Insurance: One million dollars (US\$1,000,000) per occurrence.~~
- ~~▪ Professional Liability Insurance: Two million dollars (US\$2,000,000) per occurrence and two million dollars (US\$2,000,000) general aggregate.~~

~~Theatre Projects will provide certificates of insurance listing additional insured as required by the Client.~~

~~7 Non-indemnification~~

~~Theatre Projects shall not be responsible for the acts or omissions of the owner, architect, architect's consultants, contractor, subcontractors, their agents or employees, or other persons performing any work on the project.~~

~~8 Project suspension~~

~~If the project is suspended in whole or in part, and Theatre Projects is not in default of its obligations under this Agreement, the client shall compensate Theatre Projects for all Services performed prior to the suspension, together with reasonable reimbursable expenses then due and its reasonable costs, charges, and expenses arising out of suspension of this Agreement. If the Project is resumed after being suspended for more than six (6) months, Theatre Projects' may require remobilization fees and reserves the right to request a modification of the fees in the attached proposal. Any additional fees or changes to compensation will be negotiated in good faith.~~

~~9 Termination~~

~~Theatre Projects may cancel this Agreement upon an occurrence of any event of default by the client, such cancellation to be effective upon the issuance of a written notice of cancellation for default. An event of default shall include (a) fraud or any fraudulent practice with respect to this Agreement, (b) any material breach of this Agreement, provided that notice of such breach is given to the client and the client has failed to cure such breach within 30 days, (c) if the client becomes insolvent, voluntarily files a petition for relief under bankruptcy or any similar or other insolvency laws (or has a petition filed against it and the same is not discharged or stayed within 60 days) or voluntarily or involuntarily enters receivership or any similar or other insolvency proceeding. In the case of termination for any reason, by Theatre Projects or by the client, client shall pay Theatre Projects for all services rendered through the date of termination, including any demobilization fees and expenses incurred.~~

~~10 Dispute resolution~~

~~In the event of any claim, dispute or other matter in question arising concerning the Project, Theatre Projects and the Client shall first make a good faith effort to mediate a resolution of the claim, dispute or other matter in question with the assistance of a qualified mediator to be chosen by agreement of the parties. In the event that the parties are unable to agree upon a qualified mediator, a mediator shall be designated by the Regional Office of the American Arbitration Association ("AAA") which covers Fairfield County, Connecticut. Any such mediation shall be held in accordance with the Construction Industry Mediation Rules of the AAA or by such other standards established by the mediator. Demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event after the date when notification of legal or equitable proceedings based upon such claim, dispute, or other matter in question would be barred by the applicable statute of limitations or by the terms of this Agreement. In the event that the claim, dispute, or other matter in question is not resolved by mediation within sixty (60) days of demand for mediation, Theatre Projects and the Client agree that either party may submit the matter to binding arbitration under the Construction Industry Arbitration rules of the American Arbitration Association. All mediation and/or arbitration proceedings shall be held in Stamford, Connecticut unless otherwise agreed to by the Client and Theatre Projects. The decision of the arbitrator(s) shall be final and binding on Theatre Projects and the Client.~~

~~11 Non-discrimination~~

~~Theatre Projects does not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, handicap, gender, sexual orientation, or affiliation. Theatre Projects makes good faith efforts to comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities.~~

~~12 Confidentiality/non-disclosure mandate~~

~~Theatre Projects shall keep confidential all information and documents provided by the Client that are specifically identified at the time of delivery as confidential (“Client Confidential Information”). Client Confidential Information shall not include (a) information that Theatre Projects has developed independently; (b) information that has been furnished to Theatre Projects lawfully by a third party as a matter of right; (c) any other information once it becomes part of the public domain by publication or otherwise through no act of Theatre Projects. It is understood that the Client Confidential Information may be used by Theatre Projects and disclosed to its employees, agents, and subcontractors on a need to know basis in order to provide Services for the Project. Theatre Projects agrees to refrain from disclosing Client Confidential Information, without prior written consent of the Client to any person or entity that is not affiliated with or acting on behalf of a party, except as may be required by applicable law, the order of any court or government agency, or a proper discovery request. If Theatre Projects is required to disclose Client Confidential Information it shall (1) use its best efforts to make the disclosure on a confidential basis and (2), in the case of disclosure as a result of an order of any court or government agency or a proper discovery request, give the Client prompt notice thereof so that the Client may, if it so chooses, assert any rights it may have to maintain confidentiality or obtain relief from public disclosure.~~

~~The Client shall keep confidential all information and documents provided by Theatre Projects that are specifically identified at the time of delivery as confidential (“Theatre Projects Confidential Information”). Theatre Projects Confidential Information shall not include (a) information that the Client has developed independently; (b) information that has been furnished to the Client lawfully by a third party as a matter of right; (c) any other information once it becomes part of the public domain by publication or otherwise through no act of the Client. It is understood that Theatre Projects Confidential Information may be used by the Client and disclosed to its employees, agents, and contractors on a need to know basis in order to complete the Project. The Client agrees to refrain from disclosing Theatre Projects Confidential Information, without prior written consent of Theatre Projects to any person or entity that is not affiliated with or acting on behalf of a party, except as may be required by applicable law, the order of any court or government agency, or a proper discovery request. If the Client is required to disclose Theatre Projects Confidential Information it shall (1) use its best efforts to make the disclosure on a confidential basis and (2), in the case of disclosure as a result of an order of any court or government agency or a proper discovery request, give Theatre Projects prompt notice thereof so that Theatre Projects may, if it so chooses, assert any rights it may have to maintain confidentiality or obtain relief from public disclosure.~~

~~13 Compliance with laws~~

~~Theatre Projects shall make a good faith effort to comply with all foreign and United States (federal, state and local) laws, rules, regulations, and ordinances applicable to the performance of its obligations under this Agreement.~~

~~14 Independent contractor~~

~~Theatre Projects is an independent contractor for all purposes in connection with this Agreement. None of Theatre Projects' employees shall be deemed to be the Client's employees for any purpose nor shall the Client's employees be deemed to be Theatre Projects' employees. Nothing herein shall be deemed to constitute a partnership or joint venture between the Client and Theatre Projects.~~

~~15 Governing law~~

~~This Agreement shall be governed in all respects by the laws of the State of Connecticut, regardless of any conflicts of law provisions.~~

~~16 Severability~~

~~In the event that any provision of this Agreement is deemed as a matter of law to be unenforceable or null and void, such provision shall be deemed severable from this Agreement and the contract shall continue in full force and effect as if such provision were not contained herein.~~

~~17 Non-waiver~~

~~The failure of either party to require the performance by the other of any term, condition, or provision of this Agreement shall in no way affect its rights to require such performance at any time thereafter, nor shall the waiver of a breach by either party of any provision of this Agreement be deemed to be a waiver of any succeeding breach of such provision or a waiver of the provision itself or of any other provision of this Agreement.~~

~~18 Limitation on damages~~

~~Theatre Projects shall in no event be liable for any consequential damages which may be alleged by the Client due to an alleged breach of contract by Theatre Projects and shall not be liable for any damages resulting from a delay in the delivery of services due to circumstances beyond the control of Theatre Projects, including, but not limited to strikes, wars, pandemics, government actions, or civil disturbances including acts of terrorism, non-availability of necessary materials or equipment, and acts of God.~~

~~19 Separate counterparts~~

~~This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.~~

~~20 Extent of agreement~~

~~This Agreement represents the entire and integrated contract between Theatre Projects and the client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a writing signed by both Theatre Projects and the client.~~

~~21 Binding effect~~

~~This Agreement shall be binding on the parties and their successors and/or assigns.~~

22 Conflict

~~If there is any conflict between these Standard Terms and Conditions and any portion of the Proposal, these Standard Terms and Conditions shall control.~~

23 Notices

~~Notices shall be deemed received (a) upon delivery, when personally delivered; (b) upon receipt, when sent via registered or certified mail; (c) the next business day, when sent via overnight courier, and (d) upon confirmed receipt, when sent via facsimile or electronic mail with hard copy to follow by other means listed above.~~

~~Notices shall be sent as follows:~~

To	Theatre Projects Attn: Daniel Ordower 47 Water Street South Norwalk, CT 06854-3025	Client
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Agreement

Theatre Projects Consultants, Inc.

Client Name



Signature

Signature

Daniel Ordower

Print name

Print name

General Manager

Title

Title

Date

Date

Exhibit B
Insurance Requirements

I. GENERAL INSURANCE REQUIREMENTS –

- A. All policies shall name the City of Frisco, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance and professional liability insurance (if applicable).
- B. Such policies shall require the provision of written notice to Frisco at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.
- C. Such policies shall provide for a waiver of subrogation against Frisco 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 all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work on the Project. If the Agreement is renewed or extended by Frisco, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to Frisco prior to the date the Agreement is renewed or extended.

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

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

-
- 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. Frisco 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 Frisco may possess.
- X 7. General Liability Insurance provides for a Waiver of Subrogation against Frisco 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 Frisco 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 material change 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.
11. Other Insurance Requirements (State Below):

Exhibit D
Conflict of Interest Questionnaire, Form CIQ

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</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>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p align="center">N/A</p>	<p>Date Received</p>	
<p>2 <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>3 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>4 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 align="center">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 align="center">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>5 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>6 <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>7</p> <p align="center">_____ Signature of vendor doing business with the governmental entity</p> <p align="right">_____ Date</p>		