

**EXHIBIT**  
**"A"**

**CITY OF ROUND ROCK AGREEMENT FOR  
PROFESSIONAL CONSULTING SERVICES FOR AN  
ARTS AND CULTURE MASTERPLAN  
WITH  
AECOM TECHNICAL SERVICES, INC.**

<b>THE STATE OF TEXAS</b>	§	
	§	
<b>THE CITY OF ROUND ROCK</b>	§	<b>KNOW ALL BY THESE PRESENTS</b>
	§	
<b>COUNTY OF WILLIAMSON</b>	§	
<b>COUNTY OF TRAVIS</b>	§	

THIS AGREEMENT for professional consulting services related to the preparation of an Arts and Culture Masterplan (the "Agreement"), is made by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation with offices located at 221 East Main Street, Round Rock, Texas 78664-5299 (the "City"), and AECOM TECHNICAL SERVICES, INC., located at 13355 Noel Road, Suite 400, Dallas, Texas 75240 (the "Consultant"), (collectively, the "parties").

**RECITALS:**

**WHEREAS**, professional consulting services related to the preparation of an Arts and Culture Masterplan (the "Project") are desired by the City; and

**WHEREAS**, City desires to contract with Consultant for these services; and

**WHEREAS**, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties and obligations hereunder.

**NOW, THEREFORE, WITNESSETH:**

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

**1.0 EFFECTIVE DATE, DURATION AND TERM**

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated as provided herein.

B. The term of this Agreement shall commence upon execution and terminate upon successful completion of the services. The services are estimated to be completed no later than nine (9) months from the execution of this Agreement.

C. City and the Consultant reserve the right to review the Agreement at any time, and may elect to terminate the Agreement with or without cause or may elect to continue.

## **2.0 SCOPE OF SERVICES**

Consultant has issued its proposal for services, such proposal for services being attached to this Agreement as Exhibit "A" titled "Scope of Services," which shall be referred to as the Scope of Services of this Agreement and incorporated herein by reference for all purposes.

Consultant shall satisfactorily provide all services described herein and as set forth in Section 3 of Exhibit "A" pursuant to the schedule set forth in Exhibit "A" and as agreed upon by the parties. Consultant shall perform services in accordance with this Agreement, in accordance with the appended Scope of Services and in accordance with due care and prevailing consulting industry standards for comparable services.

## **3.0 LIMITATION TO SCOPE OF SERVICES**

Consultant's undertaking shall be limited to performing services for City and/or advising City concerning those matters on which Consultant has been specifically engaged. Consultant and City agree that the Scope of Services to be performed is enumerated in Exhibit "A," and may only be modified by a written Supplemental Agreement executed by both parties as described in Section 9.0.

## **4.0 CONTRACT AMOUNT**

In consideration for the professional consulting services to be performed by Consultant, City agrees to pay Consultant an amount not-to-exceed **Eighty-Three Thousand and No/100 Dollars (\$83,000.00)** as set forth in Exhibit "A."

## **5.0 INVOICE REQUIREMENTS; TERMS OF PAYMENT**

**Invoices:** To receive payment, Consultant shall prepare and submit detailed invoices to the City, in accordance with the delineation contained herein, for services rendered. Such invoices for professional services shall track the referenced Scope of Work, and shall detail the services performed, along with documentation for each service performed. Payment to Consultant shall be made on the basis of the invoices submitted by Consultant and approved by the City. Such invoices shall conform to the schedule of services and costs in connection therewith.

Should additional backup material be requested by the City relative to service deliverables, Consultant shall comply promptly. In this regard, should the City determine it necessary, Consultant shall make all records and books relating to this Agreement available to the City for inspection and auditing purposes.

**Payment of Invoices:** The City reserves the right to correct any error that may be discovered in any invoice that may have been paid to Consultant and to adjust same to meet the

requirements of this Agreement. Following approval of an invoice, the City shall endeavor to pay Consultant promptly, but no later than the time period required under the Texas Prompt Payment Act described in Section 8.01 herein. Under no circumstances shall Consultant be entitled to receive interest on payments which are late because of a good faith dispute between Consultant and the City or because of amounts which the City has a right to withhold under this Agreement or state law. The City shall be responsible for any sales, gross receipts or similar taxes applicable to the services, but not for taxes based upon Consultant's net income.

## **6.0 INSURANCE**

Consultant shall meet all City of Round Rock Insurance Requirements set forth at:  
[https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.201112.pdf](https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.201112.pdf)

## **7.0 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by the City to Consultant will be made within thirty (30) days of the date the performance of the services under this Agreement are completed, or the date the City receives a correct invoice for the services, whichever is later. Consultant may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by the City in the event:

- (a) There is a bona fide dispute between the City and Consultant, a contractor, subcontractor, or supplier about the service performed that cause the payment to be late; or
- (b) There is a bona fide dispute between Consultant and a subcontractor or between a subcontractor and its supplier about the service performed that causes the payment to be late; or
- (c) The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with federal funds; or
- (d) The invoice is not mailed to the City in strict accordance with any instruction on the purchase order relating to the payment.

## **8.0 NON-APPROPRIATION AND FISCAL FUNDING**

This Agreement is a commitment of the City's current revenues only. It is understood and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the services as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Consultant a written notice of termination at the end of its then-current fiscal year.

## 9.0 SUPPLEMENTAL AGREEMENT

The terms of this Agreement may be modified by written Supplemental Agreement hereto, duly authorized by City Council or by the City Manager, if the City determines that there has been a significant change in (1) the scope, complexity, or character of the services to be performed; or (2) the duration of the work. Any such Supplemental Agreement must be executed by both parties within the period specified as the term of this Agreement. Consultant shall not perform any work or incur any additional costs prior to the execution, by both parties, of such Supplemental Agreement. Consultant shall make no claim for extra work done or materials furnished unless and until there is full execution of any Supplemental Agreement, and the City shall not be responsible for actions by Consultant nor for any costs incurred by Consultant relating to additional work not directly authorized by Supplemental Agreement.

## 10.0 TERMINATION; DEFAULT

**Termination:** It is agreed and understood by Consultant that the City or Consultant may terminate this Agreement for the convenience of the City or Consultant, upon thirty (30) days' written notice to Consultant or City, with the understanding that immediately upon receipt of said notice all work being performed under this Agreement shall cease. Consultant shall invoice the City for work satisfactorily completed and shall be compensated in accordance with the terms hereof for work accomplished prior to the receipt of said notice of termination. Consultant shall not be entitled to any lost or anticipated profits for work terminated under this Agreement. Unless otherwise specified in this Agreement, all data, information, and work product related to this Project shall become the property of the City upon termination of this Agreement, and shall be promptly delivered to the City in a reasonably organized form without restriction on future use. Should the City subsequently contract with a new consultant for continuation of service on the Project, Consultant shall cooperate in providing information.

Termination of this Agreement shall extinguish all rights, duties, and obligations of the terminating party and the terminated party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory or which is not performed in compliance with the terms of this Agreement.

**Default:** Either party may terminate this Agreement, in whole or in part, for default if the Party provides the other Party with written notice of such default and the other fails to satisfactorily cure such default within ten (10) business days of receipt of such notice (or a greater time if agreed upon between the Parties).

If default results in termination of this Agreement, then the City shall give consideration to the actual costs incurred by Consultant in performing the work to the date of default. The cost of the work that is useable to the City, the cost to the City of employing another firm to complete the useable work, and other factors will affect the value to the City of the work performed at the

time of default. Neither party shall be entitled to any lost or anticipated profits for work terminated for default hereunder.

The termination of this Agreement for default shall extinguish all rights, duties, and obligations of the terminating Party and the terminated Party to fulfill contractual obligations. Termination under this section shall not relieve the terminated party of any obligations or liabilities which occurred prior to termination.

Nothing contained in this section shall require the City to pay for any work which it deems unsatisfactory, or which is not performed in compliance with the terms of this Agreement.

#### **11.0 NON-SOLICITATION**

Except as may be otherwise agreed in writing, during the term of this Agreement and for twelve (12) months thereafter, neither the City nor Consultant shall offer employment to or shall employ any person employed then or within the preceding twelve (12) months by the other or any affiliate of the other if such person was involved, directly or indirectly, in the performance of this Agreement. This provision shall not prohibit the hiring of any person who was solicited solely through a newspaper advertisement or other general solicitation.

#### **12.0 INDEPENDENT CONTRACTOR STATUS**

Consultant is an independent contractor, and is not the City's employee. Consultant's employees or subcontractors are not the City's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No party has authority to enter into contracts as agent for the other party. Consultant and the City agree to the following rights consistent with an independent contractor relationship:

- (1) Consultant has the right to perform services for others during the term hereof.
- (2) Consultant has the sole right to control and direct the means, manner and method by which it performs its services required by this Agreement.
- (3) Consultant has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (4) Consultant or its employees or subcontractors shall perform services required hereunder, and the City shall not hire, supervise, or pay assistants to help Consultant.
- (5) Neither Consultant nor its employees or subcontractors shall receive training from the City in skills necessary to perform services required by this Agreement.
- (6) City shall not require Consultant or its employees or subcontractors to devote full time to performing the services required by this Agreement.

- (7) Neither Consultant nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of the City.

### **13.0 CONFIDENTIALITY; MATERIALS OWNERSHIP**

Any and all programs, data, or other materials furnished by the City for use by Consultant in connection with services to be performed under this Agreement, and any and all data and information gathered by Consultant, shall be held in confidence by Consultant as set forth hereunder. Each party agrees to take reasonable measures to preserve the confidentiality of any proprietary or confidential information relative to this Agreement, and to not make any use thereof other than for the performance of this Agreement, provided that no claim may be made for any failure to protect information that occurs more than three (3) years after the end of this Agreement.

**The parties recognize and understand that the City is subject to the Texas Public Information Act and its duties run in accordance therewith.**

All data relating specifically to the City's business and any other information which reasonably should be understood to be confidential to City is confidential information of City. Consultant's proprietary software, tools, methodologies, techniques, ideas, discoveries, inventions, know-how, and any other information which reasonably should be understood to be confidential to Consultant is confidential information of Consultant. The City's confidential information and Consultant's confidential information is collectively referred to as "Confidential Information." Each party shall use Confidential Information of the other party only in furtherance of the purposes of this Agreement and shall not disclose such Confidential Information to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld. Each party agrees to take reasonable measures to protect the confidentiality of the other party's Confidential Information and to advise their employees of the confidential nature of the Confidential Information and of the prohibitions herein.

Notwithstanding anything to the contrary contained herein, neither party shall be obligated to treat as confidential any information disclosed by the other party (the "Disclosing Party") which: (1) is rightfully known to the recipient prior to its disclosure by the Disclosing Party; (2) is released by the Disclosing Party to any other person or entity (including governmental agencies) without restriction; (3) is independently developed by the recipient without any reliance on Confidential Information; or (4) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a party from any non-party. Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief. Subject to Consultant's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Consultant from providing similar services for other clients.

Notwithstanding the foregoing, either party will be entitled to disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including subpoena or other similar form of process, provided that (without breaching any legal or regulatory requirement) the party to whom the request is made provides the other with prompt written notice and allows the other party to seek a restraining order or other appropriate relief. Subject to Consultant's confidentiality obligations under this Agreement, nothing herein shall preclude or limit Consultant from providing similar services for other clients.

Neither the City nor Consultant will be liable to the other for inadvertent or accidental disclosure of Confidential Information if the disclosure occurs notwithstanding the party's exercise of the same level of protection and care that such party customarily uses in safeguarding its own proprietary and confidential information.

Notwithstanding anything to the contrary in this Agreement, the City will own as its sole property all written materials created, developed, gathered, or originally prepared expressly for the City and delivered to the City under the terms of this Agreement (the "Deliverables"); and Consultant shall own any general skills, know-how, expertise, ideas, concepts, methods, techniques, processes, software, or other similar information which may have been discovered, created, developed or derived by Consultant either prior to or as a result of its provision of services under this Agreement (other than Deliverables). Consultant shall have the right to retain copies of the Deliverables and other items for its archives. Consultant's working papers and Consultant's Confidential Information (as described herein) shall belong exclusively to the Consultant. "Working papers" shall mean those documents prepared by Consultant during the course of performing the Project including, without limitation, schedules, analyses, transcriptions, memos, designed and developed data visualization dashboards and working notes that serve as the basis for or to substantiate the Project. In addition, Consultant shall retain sole and exclusive ownership of its know-how, concepts, techniques, methodologies, ideas, templates, dashboards, code and tools discovered, created or developed by Consultant during the performance of the Project that are of general application and that are not based on City's Confidential Information hereunder (collectively, "Consultant's Building Blocks"). To the extent any Deliverables incorporate Consultant's Building Blocks, Consultant gives City a non-exclusive, non-transferable, royalty-free right to use such Building Blocks solely in connection with the deliverables. Subject to the confidentiality restrictions mentioned above, Consultant may use the deliverables and the Building Blocks for any purpose. Except to the extent required by law or court order, City will not otherwise use, or sublicense or grant any other party any rights to use, copy or otherwise exploit or create derivative works from Consultant's Building Blocks.

City shall have a non-exclusive, non-transferable license to use Consultant's Confidential Information for City's own internal use and only for the purposes for which they are delivered to the extent that they form part of the Deliverables.

#### **14.0 WARRANTIES**

Consultant represents that all services performed hereunder shall be performed consistent with generally prevailing professional or industrial standards, and shall be performed in a professional and workmanlike manner. Consultant shall re-perform any work not in compliance with this representation.

#### **15.0 LIMITATION OF LIABILITY**

Should any of Consultant's services not conform to the requirements of the City or of this Agreement, then and in that event the City shall give written notification to Consultant; thereafter, (a) Consultant shall either promptly re-perform such services to the City's satisfaction at no additional charge, or (b) if such deficient services cannot be cured within the cure period set forth herein, then this Agreement may be terminated for default.

In no event will Consultant be liable for any loss, damage, cost or expense attributable to negligence, willful misconduct or misrepresentations by the City, its directors, employees or agents.

Neither party's liability, in contract, tort (including negligence) or any other legal or equitable theory, (a) shall exceed the professional fees paid or due to Consultant pursuant to this Agreement or (b) include any indirect, incidental, special, punitive or consequential damages, even if such party has been advised of the possibility of such damages. Such excluded damages include, without limitation, loss of data, loss of profits and loss of savings of revenue.

#### **16.0 INDEMNIFICATION**

Consultant shall save and hold harmless City and its officers and employees from all claims and liabilities due to activities of his/her/itself and his/her/its agents or employees, performed under this Agreement, which are caused by or which result from the negligent error, omission, or negligent act of Consultant or of any person employed by Consultant or under Consultant's direction or control.

Consultant shall also save and hold City harmless from any and all expenses, including but not limited to reasonable attorneys' fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City as a result of such negligent activities by Consultant, its agents, or employees.

#### **17.0 ASSIGNMENT AND DELEGATION**

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party may assign any rights or delegate any duties under this Agreement without the other party's prior written approval, which approval shall not be unreasonably withheld.



## **18.0 LOCAL, STATE AND FEDERAL TAXES**

Consultant shall pay all income taxes, and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. The City will not do the following:

- (1) Withhold FICA from Consultant's payments or make FICA payments on its behalf;
- (2) Make state and/or federal unemployment compensation contributions on Consultant's behalf; or
- (3) Withhold state or federal income tax from any of Consultant's payments.

If requested, the City shall provide Consultant with a certificate from the Texas State Comptroller indicating that the City is a non-profit corporation and not subject to State of Texas Sales and Use Tax.

## **19.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES**

A. Consultant, its consultants, agents, employees and subcontractors shall use best efforts to comply with applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Consultant shall further obtain all permits, licenses, trademarks, or copyrights required in the performance of the services contracted for herein, and same shall belong solely to the City at the expiration of the term of this Agreement.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of a contract. The signatory executing this Agreement on behalf of Consultant verifies Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

## **20.0 FINANCIAL INTEREST PROHIBITED**

Consultant covenants and represents that Consultant, its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required hereunder.

## **21.0 DESIGNATION OF REPRESENTATIVES**

The City hereby designates the following representative authorized to act on its behalf with regard to this Agreement:

Scot Wilkinson  
Arts & Culture Director  
221 East Main Street  
Round Rock, Texas 78664  
(512) 671-2705  
[swilkonson@roundrocktexas.gov](mailto:swilkonson@roundrocktexas.gov)

The Consultant hereby designates the following representative authorized to act on its behalf with regard to this Agreement:

Linda Cheu  
13355 Noel Road  
Suite 400  
Dallas, Texas 75240  
(415) 378-8858  
[Linda.cheu@aecom.com](mailto:Linda.cheu@aecom.com)

## **22.0 NOTICES**

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- (1) When delivered personally to recipient's address as stated herein; or
- (2) Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

### **Notice to Consultant:**

AECOM Technical Services, Inc.  
13355 Noel Road  
Suite 400  
Dallas, Texas 75240

### **Notice to City:**

City Manager, City of Round Rock  
221 East Main Street  
Round Rock, TX 78664

### **AND TO:**

Stephan L. Sheets, City Attorney  
309 East Main Street  
Round Rock, TX 78664

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the City and Consultant.

### **23.0 APPLICABLE LAW; ENFORCEMENT AND VENUE**

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of Texas.

### **24.0 EXCLUSIVE AGREEMENT**

The terms and conditions of this Agreement, including exhibits, constitute the entire agreement between the parties and supersede all previous communications, representations, and agreements, either written or oral, with respect to the subject matter hereof. The parties expressly agree that, in the event of any conflict between the terms of this Agreement and any other writing, this Agreement shall prevail. No modifications of this Agreement will be binding on any of the parties unless acknowledged in writing by the duly authorized governing body or representative for each party.

### **25.0 DISPUTE RESOLUTION**

The City and Consultant hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

### **26.0 SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion of provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion of provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

### **27.0 STANDARD OF CARE**

Consultant represents that it is experienced and competent to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed, whether by Consultant or designated subconsultants, in a manner acceptable to the City and according to generally accepted industry practices for comparable services.

## **28.0 GRATUITIES AND BRIBES**

City, may by written notice to Consultant, cancel this Agreement without incurring any liability to Consultant if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Consultant or its agents or representatives to any City Officer, employee or elected representative with respect to the performance of this Agreement. In addition, Consultant may be subject to penalties stated in Title 8 of the Texas Penal Code.

## **29.0 RIGHT TO ASSURANCE**

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure an anticipatory repudiation of this Agreement.

## **30.0 MISCELLANEOUS PROVISIONS**

**Time is of the Essence.** Consultant agrees that time is of the essence and that any failure of Consultant to complete the services for each Phase of this Agreement within the agreed Project schedule may constitute a material breach of the Agreement.

Consultant shall b responsible for its delays or for failures to use reasonable efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Consultant's failure to perform in these circumstances, City may withhold, to the extent of such damage, Consultant's payments hereunder without a waiver of any of City's additional legal rights or remedies. City shall render decisions pertaining to Consultant's work promptly to avoid unreasonable delays in the orderly progress of Consultant's work.

**Force Majeure.** Notwithstanding any other provisions hereof to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or breach of this Agreement, only to the extent that such failure to perform, delay or default arises out of causes beyond control and without the fault or negligence of the party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the parties.

**Section Numbers.** The section numbers and headings contained herein are provided for convenience only and shall have no substantive effect on construction of this Agreement.

**Waiver.** No delay or omission by either party in exercising any right or power shall impair such right or power or be construed to be a waiver. A waiver by either party of any of the

covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant. No waiver of discharge shall be valid unless in writing and signed by an authorized representative of the party against whom such waiver or discharge is sought to be enforced.


**Multiple Counterparts.** This Agreement may be executed in multiple counterparts, which taken together shall be considered one original. The City agrees to provide Consultant with one fully executed original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereafter indicated.

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**AECOM Technical Services, Inc.**

By:   
Printed Name: Garrett Harper  
Title: AVP  
Date Signed: 02/04/2022

**For City, Attest:**

By: \_\_\_\_\_  
Meagan Spinks, City Clerk

**For City, Approved as to Form:**

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney



# City of Round Rock Arts and Culture Masterplan

Proposal to Conduct Cultural Planning

City of Round Rock

December 10, 2021



AECOM  
13355 Noel Road, Suite 400  
Dallas, TX 75240  
aecom.com

December 10, 2021

Scot S. Wilkinson  
City of Round Rock  
Director for Arts and Culture  
221 E. Main Street  
Round Rock, Texas 78664  
[swilkinson@roundrocktexas.gov](mailto:swilkinson@roundrocktexas.gov)

**Re: Proposal for Arts and Culture Masterplan**

Dear Scot:

It has been a pleasure speaking with you about the City of Round Rock's successes and milestones with respect to arts and culture. It is our understanding that the City has a current Arts Master Plan that was completed in 2011 that now requires an update and refresh. As part of this master plan, you would also like to address site and development issues related to a new arts facility.

The Round Rock arts and cultural community has expanded over the years, with approximately 100 arts groups, 400 amateur arts groups, 75 professional artists, and over 300 plus art events. At the same time, Round Rock and the region around are rapidly growing, with Round Rock identified as one of the fastest growing cities in the United States. As the population and economic base grows, market demand for arts and cultural programming and facilities will increase.

As part of this study, you would like to address community interests and needs and market and audience shifts that affect demand for cultural facilities and programming and also understand how other similar sized cities are supporting culture and arts. In addition, you would like the study to address key feasibility issues related to a new facility with respect to one or more sites that may be available.

In order to address these two questions, we are proposing a team comprised of AECOM's Cultural and Entertainment Group and the Cultural Planning Group (CPG). The two firms have successfully worked together for multiple public agencies involving arts and culture, including an ongoing Arts and Culture Needs Assessment for the County of Los Angeles. Both firms have also been active on projects throughout Texas, including recent cultural, tourism, and attractions work in Round Rock, Dallas, Houston, San Antonio, Flower Mound, and Waco.

- CPG has decades of experience preparing arts and cultural masterplans and strategic plans for local government agencies, including recent projects in Texas. The firm's partners are well-versed in arts and cultural planning, public art master planning and ordinance development, strategic planning, organizational assessments and development, community and stakeholder engagement, and arts market demand research.
- AECOM brings over 65 years of advising public agencies, cultural institutions, developers, and designers on market, audience, business planning, and economic feasibility issues related to the development and operation of cultural facilities, cultural districts, and cultural attractions of all types. As you know, AECOM has recently made a major commitment to Texas through the relocation of its corporate headquarters to Dallas. We have planning and strategy staff based in Texas who have worked throughout Texas and will be available to support our team for this effort.

# Exhibit "A"

AECOM

Together, the AECOM / CPG team bring a wide range of expertise with planning, policy, and market and economics of the arts that can address the wide range of complex issues currently facing the arts, including:

- Increased demand for increased arts programming, funding, and facilities in growing suburban areas (particularly in areas like Round Rock with rapid growth) that formerly relied on larger cities for arts and culture;
- Integration of themed entertainment and commercial attraction theatrical and exhibit design techniques into traditional cultural facilities and attractions to appeal to new audiences, and in some cases the development of new cultural attraction types that are a hybrid (e.g. Meow Wolf).
- Expansion of programming, particularly with music, food and beverage to attract younger audiences;
- Use of cultural facilities as unique venues for non-cultural programming as a way of attracting new audiences (e.g. yoga);
- Continued challenges to arts funding and support, with an ongoing need to address economic sustainability of arts and cultural facilities and organizations;
- Emergence of different types of public private partnerships;
- Impact of the COVID-19 pandemic on arts organizations and facility design and space needs;
- Diversity, equity, and access to the arts.

This proposal further introduces our firm and practice, highlights select relevant expertise, reviews key staff biographies, proposed scope of work, associated schedule, and budget. The proposed scope is similar to the approach we have successfully used previously on similar assignments, but we would be pleased to revise it as appropriate to fit your particular requirements.

Thank you for the opportunity to submit this proposal, and we look forward to working with you on this very exciting project.

Sincerely,



**John Robinett**  
Senior Vice President  
310.254.7678  
[john.robinett@aecom.com](mailto:john.robinett@aecom.com)



**Linda Cheu**  
Vice President  
415.378.8858  
[linda.cheu@gmail.com](mailto:linda.cheu@gmail.com)



## SECTION 01

# Firm background

**AECOM** AECOM is the world's trusted infrastructure consulting firm, delivering professional services throughout the project lifecycle – from planning, design and engineering to program and construction management. On projects spanning buildings, water, new energy and the environment, our public- and private-sector clients trust us to solve their most complex challenges. Our teams are driven by a common purpose to deliver a better world through our unrivaled technical expertise and innovation, a culture of equity, diversity and inclusion, and a commitment to environmental, social and governance priorities. AECOM is a Fortune 500 firm.

## Economics + Advisory

The AECOM Economics + Advisory team helps clients evaluate and make decisions around projects and policies; we analyze feasibility, developer partnerships, financial requirements, social impact, resilience, risk, and prospects for success to generate optimal outcomes for our clients. Our experience shows that successful projects and policies share common traits: informed decision-making early in the process, and clear, consistent communication.

We work to take preliminary plans/concepts for real estate, regional and place-based economic development, urban revitalization, higher education and public facilities, and visitor destinations and help provide analysis and actionable steps to turn those plans into reality, and a strong track record of successful plans that have produced measurable outcomes.

AECOM Economics has a unique, nuanced understanding of real estate, urban growth, and development economics, and we work to leverage this understanding to support economic and policy frameworks for plans and redevelopment projects, real estate development initiatives, and sustainable, resilient economic development and economic recovery strategies. In our work, we endeavor to balance private sector investment requirements with public sector policy objectives. We enable our clients to invest in, develop, and manage profitable real estate ventures through public-private partnerships and other mechanisms by helping them navigate the complexities and challenges inherent in the process. Development

firms, financial institutions, investors, corporations, educational institutions, and public entities all rely on our advice.

## Culture and Entertainment Economics

AECOM Economics is a global leader in business planning for cultural facilities, programming, and attractions of all types. This niche practice was started over 65 years ago working for Walt Disney, evaluating attendance and market potential and advising on market-driven physical planning decisions for Disneyland. Our practice is a key part of many high-profile concept and expansion projects throughout the world. We have extensive experience advising cities and other public agencies on cultural facilities, cultural districts, and attractions of all types, including: museums, science centers, traveling exhibits, festivals and fairs, family entertainment center concepts, indoor entertainment centers, brand and corporate visitor experiences, specialty attractions, theme parks, water parks, concerts and other relevant entertainment destinations and experiences. We provide advice and guidance to more cultural and commercial attractions than any other firm.

Our consulting services for cultural and commercial attractions include:

- Demand analysis: objective and responsible analysis of estimated attendance, utilization, market segmentation, and types and sizing of special attractions.
- Business planning and financial feasibility: experts in projections of revenues, operating expenses, capital costs, and financing plans.
- Revenue strategies: creative approaches to the revenue generation, pricing and upcharge strategies, etc.
- Program development: conceptual design, visitor experience evaluations, interpretive planning, facility sizing, and visitor services plans.
- Economic and fiscal impact analysis: assessments of jobs created, taxes, income generated for communities, and indirect, direct, and induced benefits.
- Operational plans: management structures, staffing requirements, marketing plans, and expense analysis.

**AECOM in Texas**

Effective October 2021, our firm relocated its global headquarters from Los Angeles, CA to Dallas, TX. AECOM Chief Executive Officer Troy Rudd and select corporate leaders will join the more than 1,200 AECOM professionals based at the company’s existing Dallas office, and other offices across Texas. We maintain office locations in Austin, Dallas, Fort Worth, Houston and San Antonio. AECOM has had a longstanding presence in Texas with our professionals delivering transformational projects that uplift communities and improve quality of life. The North Texas region markets remain core to the company’s growth strategy.

Some of our iconic and recognizable projects in the State includes Perot Museum Expansion Strategy and TOD Integration Plan, and Dallas Fort Worth International Airport in Dallas; University of Houston’s Fertitta Center Renovation in Houston; Texas Christian University School of Music in Fort Worth; AT&T Center in San Antonio; and several major transportation and highway projects throughout Texas, to name a few.



Cultural Planning Group (CPG) is the most experienced and trusted consulting firm serving the field of arts and culture. Based in California, Florida, and Pennsylvania, we bring collaboration and clarity to the arts and arts and cultural planning process, delivering a variety of services designed to connect communities to their unique sense of people and place.

Cultural Planning Group has extensive experience in developing more than 85 cultural plans and public art master plans, working in such cities/counties as San Antonio, TX; Houston, TX and Flower Mound, TX; Denver, CO; Kansas City, MO; San Diego and Sacramento, CA; Raleigh and Greensboro, NC; Broward County and Collier County, FL; Orlando, FL; and East Point, GA among many others. CPG is currently developing public art plans for Naples, FL, Collier County, FL and Fulton, GA.

Our partner team is well-versed in arts and cultural planning, public art master planning and ordinance development, strategic planning, organizational assessments and development, community and stakeholder engagement, and arts market research.

Our practice is grounded in the real-world experience of deep community engagement — a hallmark of our work — and a thorough knowledge of the community. While there are commonalities among arts plans, each community poses its own vision, politics, aspirations, history and potential.

We believe that arts and culture are among a community’s most powerful assets.

They distinguish each community and allow residents to better understand and celebrate the uniqueness of their lives. A vibrant, visible arts environment is significant asset for cities and strengthens many elements of civic life. As practitioners of the craft, CPG fundamentally views successful arts planning as fully understanding and reflecting a community’s vision and values. We practice the nation’s most advanced and inclusive arts planning process, emphasizing diverse community input, rigorous data collection, thoughtful team analysis of project issues, and substantial interaction with project leaders throughout the process.

# Exhibit "A"

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## SECTION 02

# Project team

The core project team members are combination of AECOM and CPG staff with decades of experience. Together the team members bring expertise in cultural and arts planning, arts and cultural facility market analysis and feasibility, and the relationship of culture and economic development.

## Key Staff



**John Robinett**  
Senior Vice President  
AECOM  
Project Advisor

John Robinett is based in AECOM's Los Angeles office and oversees the Culture and Entertainment Economics practice at AECOM. He has had a 35-year career in evaluating the markets and economics of leisure, culture, entertainment, real estate, and sports facilities and has advised major commercial, cultural, and financial institutions, US and foreign governments, and private sector developers and operators. His leisure work has included consulting for museums, zoos, aquariums, branded entertainment centers, theme parks, water parks, resorts, and specialty attractions. His technical expertise includes market and financial analysis, strategic and operational consulting, conceptual evaluation, and organizational consulting.

He has taught at the University of California Los Angeles and the University of Southern California on entertainment economics, and prior to joining AECOM, worked for the Walt Disney Company in business planning for the company's theme parks and resorts. He was the recipient of the Themed Entertainment Association (TEA) Distinguished Service Award as recognition of his dedication to the industry throughout his career. He developed and oversees the annual Theme Index in conjunction with the TEA. John has an MBA from the American Graduate School of International Management (Thunderbird) in Arizona, and a BA in business from Loyola Marymount University.

John has a long history of working on projects in Texas, including recent attraction work in Round Rock, Houston, Dallas, and Waco.



**Linda Cheu**  
Vice President  
AECOM  
Project Manager

Linda Cheu is a leader in AECOM's Culture and Entertainment Economics group, with 25 years of experience advising public agencies, nonprofit clients, and private developers on a wide variety of economic and land use planning issues related to culture and arts. Her expertise is in the intersection of arts and economics, including economic development plans for cultural districts, ethnic and cultural heritage districts, and entertainment districts, as well as market, economic and financial analysis for the anchors of these districts, including museums, performing arts venues, specialty attractions, and cultural centers. She routinely provides market studies, feasibility analysis, and economic and fiscal impact analysis for local government investments. She has completed projects in Texas in Round Rock, Dallas, Houston, Baytown, San Antonio, and Waco.

Linda serves on the IAAPA Museum and Science Center Leadership Committee and is a regular speaker at Themed Entertainment Association (TEA) annual summit and authors the Museum Index published annually with the TEA. She has served on the Board of Directors and key committees for multiple cultural institutions including the San Francisco Symphony, Chinese Culture Center, San Francisco International Dragon Boat Festival, and Chinese Historical Society of America. She has also served on the San Francisco Redevelopment Commission and on the Mayor's Advisory Committee on Community Development. She received her Master's degree in Public Policy from Harvard University's Kennedy School of Government and her Bachelor in Arts from Stanford University.



## Martin Cohen

Partner  
CPG

Lead Cultural Planner

Martin has been a Partner in The Cultural Planning Group since 2010, building on a career in arts, philanthropy and non-profit management since 1980. His practice is split between organizational development, including strategic and business planning, strengthening governance and stewardship, and master cultural planning projects.

From 2001 until May of 2009, Martin served as Director of the Philadelphia Cultural Management Initiative, a program of the Pew Center for Arts & Heritage where he conceived of and implemented a capacity building program for the arts, culture and heritage sector that focused on strengthening adaptive capacities, leadership and best practices. During his tenure he launched programs focused on organizational assessment providing organizations opportunities for guided reflection and planning. Additional programs included managing transitions for long-term leaders and founders of organizations (The Legacy Project), and an emerging leaders program (The Leadership Project). Programming included seminars, workshops and presentations ranging from strengthening financial management, to managing in turbulent times, to strengthening evaluation practices.

He has led and partnered on a variety of projects that include development of a Strategic Cultural Action Plan accompanied with a plan for the Film Office for Fulton County, GA; a study of the municipal role in supporting art and culture for the City of Rockville, MD; and cultural master plans for the City of Greensboro, NC and Flower Mound, TX. Additionally, Martin developed the Cultural Economic Development master plan for the Arts Council of Greater and has served as co-lead for the firm for Boston Creates, the cultural planning process for the City of Boston and the City of Kansas City, MO. From 2010 through 2012 he served as the project director for development of the Local Arts Index, a national project of Americans for the Arts. In his role, he coordinated the research process of 100+ participating local arts agencies and led the design for primary research in each location.



## Linda Flynn, PhD

Partner  
CPG

Research Director

Linda is a partner and director of research for Cultural Planning Group. She is a planner who contributes nationally to best practices in cultural planning, research, civic learning and engagement for the arts and cultural sector.

Linda designs innovative, customized research processes for master and strategic planning efforts. She recently led a team to develop *A Cultural Paradise: Celebrating Creativity in Collier*, a community arts strategic plan for Collier County Government. Her design process for community-based planning is based on a foundation of quantitative community data, community public and private partnerships, inclusivity, and collaboration.

She has demonstrated experience in leading large-scale planning and research projects, facilitating civic engagement programs, and translating data to focused, action-oriented planning initiatives. Linda works with creative workers and artists to infuse the research process with creativity and user experience insights.

Linda is currently the lead researcher and consultant in developing Arts and Culture Elements for General Plan Updates in the cities of Culver City, Thousand Oaks and Ventura, California.

## SECTION 03

# Scope of work

The City of Round Rock has a growing and active arts community that has been grounded by the City Arts and Culture Masterplan. The plan was developed in 2011 and requires updating to build on the many successes and milestones in arts and culture in Round Rock, current needs of the arts community, changing demographics and population growth, and emerging trends in arts and culture.

Key issues to be addressed as part of this assignment include:

- What is the current state of arts, culture and creative economy in Round Rock? What are the strengths? What is lacking?
- How do market factors, such as population growth and demographic changes, affect demand and needs for cultural and arts programming and facilities?
- What is the current environment for arts, culture and the creative economy in Round Rock? What are the community factors — resources, leadership, priorities, community challenges, economic development goals, etc., — that affect their support, growth, and sustainability? What do those factors mean for strategies for their development?
- In what ways is Round Rock competitive in attracting creative individuals and creative industries? What strategies will be most effective in building on our greatest assets and strengths?
- How do we 'stack up' to other cities with similar characteristics? Who do we want to compare ourselves to and why, and what can we learn from the efforts of others? What differentiates us from these other places and what are the implications of that differentiation in developing strategies?
- Who are key private sector partners to the City in implementing arts and cultural goals and priorities?
- What additional cultural facilities are needed, and what are the strengths and challenges of sites including the Old Library site?

- What are key development and feasibility issues related to development of a new facility at the preferred site?
- How can issues of diversity, access, and equity be addressed within the cultural arts master plan?

Of course, the community now faces threats from the current public health and economic circumstances. Many consider the arts to be "second responders," contributing to community resilience and recovery. Round Rock clearly has an expansive view of the role arts, culture and creativity in the community. The new Arts and Culture Masterplan will better empower the arts to serve the community and provide a framework for the next decade of evolution.

Cultural plans can be viewed as a type of political campaign. We use the planning process to "make the case" for the many roles and value of the arts in the city and for the community's vision. We engender community and political support for the plan and create the conditions for successful implementation.

Based on our understanding of your needs and our experience on similar projects, we would recommend the scope of services that follows, but we would be pleased to work with you should it require modification.

Through the community engagement, research and planning process we have outlined below, we will address the preceding issues.

## I. Project Initiation and Planning

### Task 1: Project Initiation

The first task will be initiation of the assignment, including a call or calls with key Client team members and key AECOM personnel. The following topics will be discussed during these calls, as appropriate:

- Team members and stakeholder introductions, roles, lines of communication, and future meetings.
- Assignment priorities, schedule, tasks, and deliverables.
- Key client goals, issues, and assumptions.
- Research protocol.

We will also review all relevant studies, plans, and policies, including all studies related to arts and cultural planning or facilities and other City economic development plans or other planning documents.

# Exhibit "A"

AECOM

## Task 2: Creation of Community Task Force or Advisory Group and Engagement Planning

In our experience a carefully formulated task force or advisory group can provide invaluable perspectives on the community, promote participation in the plan, and be important advocates upon completion for implementation. The consultants would provide draft materials — such as a 'job description' — as requested and work with project staff in forming a work plan for the Task Force. We will present findings and recommendations to this group throughout the study process, soliciting their feedback. Note that this assignment can be completed without the creation of this group.

## Task 3: Engagement Planning

Stakeholder and community engagement will be strategically targeted and designed to suit the specific needs of the study process. As described above, during the project initiation period, we will work with the project team to establish the specific approach for community engagement in Round Rock.

Our approach includes multiple entry points for all sectors of the community, from the grassroots to the leadership level. Potential community engagement possibilities are many: traditional face-to-face interviews and personal meetings; discussion groups; online participatory tools; interactive workshops; pop-ups; peer-led discussion; surveys; community forums; town halls; co-hosted community sessions; and other methods deemed appropriate. We will make accommodations as needed based on current situation with Covid-19 at the time of engagement.

## II. Research and Data Analysis

### Task 4: Market and Economic Data Analytics

- We will conduct a thorough market and economic analysis, evaluating population size, historic and future projected growth, demographic factors, and others. We will develop "heat maps" showing the demographic factors of interest in geospatial format. We can also add key assets and facilities (see Task 5) as a layer on these maps to show any gaps in key demographic groups or population centers. While we will focus on Round Rock, the "market" for cultural facilities does typically not respond to city boundaries, so we will also evaluate population within a 30- and 60-minute drive time.

- Data may include facility use, activity and patron information; longitudinal data on grants in the arts; program and service materials and information as available. Based on our review of this information, we will identify and recommend key issues and opportunities to focus the ensuing research and strategy development. Data and materials review is also the opportunity to identify what gaps may exist in data and consider options to fill those gaps.
- We will also examine the creative economy in Round Rock, using tools such as CV Suite. We can also use custom scripts to analyze geospatial data efficiently and effectively using a variety of programs.
- We will identify and document national and regional trends in culture, arts, and entertainment to help inform the plan. These will be defined and described, with examples provided.

### Task 5: Round Rock Site Visit and Analysis

We will tour Round Rock, focusing on key cultural and arts facilities as well as areas or nodes of concentrated development or focuses of City economic development efforts.

We will also tour key sites that are being considered as opportunities for an additional arts facility. We will analyze the strengths, weaknesses, opportunities, and challenges for priority sites.

### Task 6: Review of Existing Facilities and Programs and Cultural Asset Mapping

We will work with the Client to identify key cultural assets and collect data related to performance, utilization, physical characteristics, typical user groups, and financial performance. We will also identify future proposed facilities that may have relevance to arts and culture. This review will include a broad range of arts and cultural assets, including facilities, programs, festivals, organizations, public art, and others.

This information will be used to compare existing supply to demand as part of the underlying framework for the masterplan.

### Task 7: Benchmarking

In consultation with the project team, we will identify a cohort of relevant cities and/or programs for a comparison study. The study can take the form of trends, benchmarking or best practices/model programs from the nation and the region. It can focus

on issues of special relevance Round Rock, such as arts funding, arts programming, public art, audience development, approaches to cultural equity, neighborhood arts, arts education, creative economy, and other topics.

### Task 8. Program, Service and Facility Data and Gap Analysis

We will review all the market analysis and data collected in the previous tasks identify and recommend key issues and opportunities to focus the ensuing research and strategy development. Data and materials review is also the opportunity to identify what gaps may exist in data and consider options to fill those gaps.

## III. Community Engagement and Planning Process

### Task 9. Site Visits

We propose three site visits, supplemented with additional virtual meetings.

#### Site Visit #1

The first site visit will include the following:

- **Task Force Meeting:** First meeting with the Task Force, which would include SWOT analysis, visioning, key issues discussion, assistance with engagement, strategic plan review, and other functions.
- **Stakeholder Meetings:** Meetings with key City officials and staff and other major stakeholders, including economic development organizations, citywide arts industry organizations, Go Round Rock, and the like. City staff interviews typically include Economic Development, Parks and Recreation, City Finance, and other relevant departments.
- **Focused Group Interviews:** Small focused group interviews with arts and culture organizations and arts leaders.
- **Round Rock Tour and Site Visits:** The site visit and tour described in Task 5 will also take place during this visit.
- **Community Survey Launch:** We will conduct an online community survey for residents intended to identify vision, values, aspirations and opinions of the general public. The survey will be open to all residents; city staff will be responsible for

identifying electronic lists and partners to help with distribution of the survey to the community

#### Site Visit #2

- **Community Town Hall / Workshop:** We will conduct a Community Town Hall/Workshop in tandem with a community survey to identify the community's vision and values for arts and culture.
- **Additional stakeholder meetings:** We will conduct additional interviews and/or small group interviews with arts and cultural organizations, developers, artists, and creatives, media representatives, community and business leaders, potential funding partners, civic and neighborhood associations, and any other leadership valuable to the planning process.
- **Task Force Meeting #2:** We will share findings from the survey and topline findings from research to date and our first site visit. This is also an opportunity to test initial thoughts on strategies or emerging ideas.

#### Site Visit #3

- **Final presentation:** We will present at a City Council or other public meeting where the plan may be adopted or discussed.
- **Implementation workshop:** We will conduct an implementation workshop with the task force, steering committee, or other designated stakeholders to serve as stewards of the plan in the community.

Additional stakeholder meetings and/or small focused group interviews

## IV. Facility and Site Assessment

- We will assess facility needs and program based upon previous reports, interviews with City staff and key stakeholders, and findings from the demand / supply gap analysis.
- We will develop a list of evaluation criteria to be used in evaluating sites that will incorporate Client goals and priorities, community priorities, and other measures related to economic sustainability, market and audience potential, and economic development or land use planning.
- Based upon these criteria, we will evaluate possible sites and assign scores to reflect relative strength.



## V. Plan Development

### Preliminary Outline and Recommendations

At the end of the community engagement, we will prepare a preliminary outline of the plan that includes a topline summary of findings and initial recommendations. We review and vet the preliminary outline with the Client and the Task Force for feedback and desired changes. This step allows for idea development and helps build consensus on key plan issues. The plan will include all of the topics prioritized in your email, including funding, operational budget, diversity and equity, support for growing the arts, community priorities, and others.

### Draft Cultural Arts Vision Plan

Based on the preliminary outline, we will prepare a complete draft Cultural Arts Vision plan. The draft will contain a consolidated research summary of findings and other issues. The recommendations will be organized according to vision, goals, strategies and actions to provide sufficient specificity.

### Internal City Vetting

We ask key City leadership to review and vet the draft strategic plan before it is distributed to the Task Force, Commission for the Arts, stakeholders and general public.

### Community Vetting

Following internal vetting, we ask the City to distribute the revised draft plan to the Task Force, other stakeholders and general public for input.

### Revised Draft and Final Plan

We will develop a revised final draft plan that reflects the desired changes and edits, with final graphic design, for review and adoption by the City Council. The plan will include a detailed matrix for funding and implementation, including specific starting points, assignments of responsibility, approximate costs, funding sources, and priorities/phasing of the recommended actions.

As described under Site Visits, we will hold an implementation workshop with the Task Force or relevant stakeholder group.

SECTION 04

# Fee and Schedule

## Proposed Fee

AECOM proposes to complete the services in the RFP on a lump sum / flat fee basis. The fee for the preceding scope of work, which is based on our understanding of the project, is \$83,000.

We understand that the initial budget allocated for this assignment is \$70,000. Should this be a fixed amount, we can certainly work with you to adjust the scope to meet the budget limit.

## Project Schedule

This process typically takes between 7 and 9 months, depending on how quickly a task force or advisory group can be selected or identified, timing of meetings, and review time for deliverables. We can work with you to accommodate any schedule requirements or internal deadlines.

## SECTION 05

# Selected qualifications

## CPG's Arts and Cultural Projects & Client List



**Flower Mound Cultural Plan (by CPG)**  
Flower Mound, Texas  
Cultural Master Plan the Community



**Houston Arts and Cultural Plan (by CPG)**  
Houston, Texas  
City-wide Arts and Cultural Master Plan

### CPG City and Public Agency Cultural Planning Clients

- Broward County, Florida
- California Arts Council
- City of Boston
- City of Boulder, Colorado
- City and County of Denver
- City of Chandler, Arizona
- City of Dallas
- City of Fort Lauderdale, Florida
- City of Greensboro, North Carolina
- City of Kansas City, Missouri
- City of Laguna Beach, California
- City of Livermore, California
- City of Los Angeles – Cultural Affairs Division
- City of Minneapolis, Minnesota
- City of Oceanside, California
- City of Pasadena, California
- City of Philadelphia, Office of Arts, Culture and the Creative Economy
- City of Pleasanton, California
- City of Reno, Nevada
- City of Rockville, Maryland
- City of Riverside, California
- City of Roseville, California
- City of Sacramento, California
- City of San Antonio, Texas
- City of San Diego, California
- City of San José, California
- City of Santa Ana, California
- City of Santa Clarita, California
- City of Santa Monica, California
- City of Sunnyvale, California
- City of Thousand Oaks, California
- City of Tempe, Arizona
- City of Upland, California
- City of Ventura, California
- Collier County, Florida
- County of Maui Office of Economic Development/lao Theatre Restoration Initiatives Task Force, Hawai'i
- DC Commission on the Arts and Humanities
- Fulton Arts & Culture, Fulton County, GA
- Los Alamos County, New Mexico
- Los Angeles County Arts Commission Marin County, California
- National Endowment for the Arts, Washington, DC
- New Jersey State Council on the Arts Monroe County Council on the Arts, Florida Ohio Arts Council
- Port of San Diego, California
- Salt Lake County, Center for the Arts Salt Lake County, ZAP (Zoo, Arts & Parks) Program
- Sonoma County, California

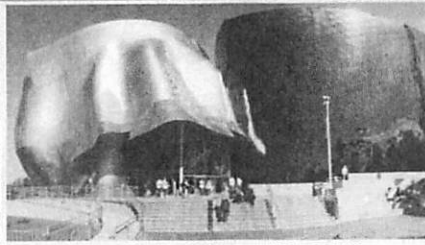
**CPG Arts Organization Clients**

- African American Museum of Philadelphia
- Amador County Arts Council, California
- American Revolution Center, Philadelphia
- Americans for the Arts, Washington, DC
- Arts Council of Greater Lansing, Lansing, MI
- Art Sanctuary, Philadelphia
- Arts and Business Council of Greater Philadelphia
- ArtsWave, Cincinnati, OH
- Chamber Music Hawai'i, Honolulu
- Dallas
- Arts District Management Association and Arts Foundation
- Dance/USA Philadelphia
- Ennis House Foundation (Frank Lloyd Wright), Los Angeles
- Exploratorium, San Francisco
- Grand Canyon Music Festival, Arizona
- Hawai'i Arts Ensemble (Halau Hula KaNo'eau), Honolulu and Waimea
- Hawai'i Capital Cultural District, Honolulu
- Historic Hawai'i Foundation, Honolulu
- Humboldt Arts Council, California
- IONA
- Contemporary Dance Theatre, Honolulu
- L.A. Stage Alliance
- LEONARDO/The International Society for the Arts, Sciences and Technology
- Manhattan Arts Center, Manhattan, KS
- Mendelssohn Chorus, Philadelphia
- Music Center of Los Angeles, Center Dance Association
- Painted Bride Arts Center, Philadelphia
- People's Light & Theatre Company, Malvern, Pennsylvania
- The Philadelphia Singers
- Raices Culturales Latino Americanas, Philadelphia
- Scottsdale Public Art, Arizona
- Side Street Projects, Pasadena, California
- The Smithsonian Institution
- Southwest Chamber Music Pasadena, California
- Taller Puertorriqueño, Philadelphia
- Wyck Association
- Germantown, Pennsylvania
- Yerba Buena Center for the Arts
- Yuba Sutter Regional Arts Council Marysville, California

**AECOM Arts & Culture Selected Projects**



**Autry Museum of the American West**  
Los Angeles, California  
Market and Financial Analysis of Reinvestment Alternatives



**Museum of Pop Culture (MoPOP)**  
Seattle, Washington  
Market and Financial Analysis



**The Getty Center**  
Los Angeles, California  
Attendance Analysis and Visitor Flow Modeling

**City of Dallas: Asian American Cultural and Performing Arts Center**  
Dallas, Texas  
Market and Feasibility Study for Proposed Asian American Cultural and Performing Arts Center

**Houston First**  
Houston, Texas  
Attractions and Tourism Products Gap Analysis

**Oakland Symphony**  
Oakland, California  
Relocation and Expansion Economics Study

**City of Honolulu - Neil S. Blaisdell Center Concert Hall, Exhibition Center, and Arena**  
Oahu, Hawaii  
Market Evaluation of Redevelopment Alternatives, Feasibility, and Business Planning

**City of Livermore**  
Livermore, California  
Evaluation of Performing Arts and Science Center Downtown Venues

**San Francisco Symphony**  
San Francisco, California  
Strategic Evaluation of Business Planning and Development Alternatives

**American Museum of Natural History**  
New York City, New York  
Numerous Assignments: Expansion Analysis, Business Strategy, Strategic Advisory Services

**Academy of Motion Pictures Arts & Sciences Museum**  
Los Angeles, California  
Market and Financial Analysis

**Whitney Museum of American Art**  
New York City, New York  
Market & Financial Analysis; Business Planning for Expansion; Economic & Social Impact Analysis

**Exploratorium**  
San Francisco, California  
Market, Expansion/Relocation Analysis, Business Planning

**California Academy of Sciences**  
San Francisco, California  
Attendance and Market Analysis for Expansion

**Museum of Science and Industry**  
Chicago, Illinois  
Market and Feasibility of Expansion, Pricing Strategy

**Aquarium of the Pacific**  
Long Beach, California  
Economic Impact Analysis

**Perot Museum Dallas, Texas**  
Audience Analysis and Physical Planning Requirements

**California Science Center**  
Los Angeles, California  
Market and Economic Analysis

**Texas Ranger Hall of Fame and Museum**  
Waco, Texas  
Market and Financial Feasibility Analysis of Expansion

**Baytown Economic Development Corporation**  
Baytown, Texas  
Market and Financial Analysis of Battleship Texas Attraction

**Clearwater Marine Aquarium**  
Clearwater, Florida  
Expansion Market and Financial Analysis

**Detroit Zoological Society**  
Detroit, Michigan  
Downtown Aquarium Market and Feasibility

**College Football Hall of Fame**  
Atlanta, Georgia  
Market and Financial Analysis, Business Planning

# Exhibit "A"

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<p><b>City and County of San Francisco:</b>  <b>Due Diligence Review of Proposed Performing Arts Uses</b>            San Francisco, California            Market and Economic Analysis of Proposed Performing Arts Uses at Van Ness and Grove</p>	<p><b>Chattahoochee Nature Center</b>            Roswell, Georgia            Market Analysis and Business Planning</p>	<p><b>New York Aquarium</b>            New York, New York            Expansion and Renovation Economics</p>
<p><b>Salt Lake City Redevelopment Agency:</b>  <b>Eccles Theater Business Plan Review</b>            Salt Lake City, Utah            Due Diligence Review of Business Plan and Economic Impact Analysis</p>	<p><b>The Grammy Museum at L.A. Live</b>            Los Angeles, California            Market and Attendance Analysis</p>	<p><b>M+ Museum and Exhibition Centre</b>            West Kowloon, Hong Kong            Multiple Studies: Market Analysis, Membership Program Assessment</p>
<p><b>Balboa Theater</b>            Newport Beach, California            Business Planning for Redevelopment of Historic Theatre</p>	<p><b>Los Angeles Zoo</b>            Los Angeles, California            Expansion Masterplan Economics and Market Analysis</p>	<p><b>Country Music Hall of Fame</b>            Nashville, Tennessee            Market and Financial Analysis</p>
<p><b>City of Sacramento: Downtown Performing Arts Facilities Analysis</b>            Sacramento, California            Demand Analysis for Performing Arts Venues in Downtown Sacramento</p>	<p><b>Philadelphia Zoo</b>            Philadelphia, Pennsylvania            Expansion Market Analysis and Business Planning</p>	<p><b>St. Louis Science Center</b>            St. Louis, Missouri            New Exhibit Investment Business Planning</p>
<p><b>Oakland Symphony</b>            San Francisco, California            Business Planning and Strategic Advisory Services for Proposed Relocation to the Oakland Civic Auditorium</p>	<p><b>World Trade Center: National September 11 Museum and Memorial, One World Observatory</b>            New York, New York            NY Market and Business Analysis</p>	<p><b>The Henry Ford Museum</b>            Dearborn, Michigan            Market and Economic Analysis</p>
<p><b>Bill Graham Civic Auditorium</b>            San Francisco, California            Repositioning Assessment</p>	<p><b>Abraham Lincoln Presidential Library and Museum</b>            Springfield, Massachusetts            Market and Financial Analysis</p>	<p><b>National Center for Civil and Human Rights</b>            Atlanta, Georgia            Market and Feasibility Analysis</p>
<p><b>City of Olympia - Olympia Arts Center</b>            Olympia, Washington            Business Planning and Site Analysis for Proposed Downtown Arts Center</p>	<p><b>National Comedy Center</b>            Jamestown, New York            Market &amp; Financial Analysis, Concept Evaluation and Physical Planning Parameters, Economic Impact Assessment</p>	<p><b>The Jewish Museum and Tolerance Center</b>            Moscow, Russia            Market and Economic Analysis</p>
<p><b>Singapore Art Science Museum</b>            Singapore            Business Planning Analysis</p>	<p><b>Historic Fox Theatre</b>            Oakland, California            Market Potential for Live Entertainment Reuse of the Historic Fox Theatre</p>	<p><b>Tesla Science Center</b>            Long Island, New York            Market Analysis and Business Planning</p>
	<p><b>City of Elgin: Hemmens Cultural Center</b>            Elgin, Illinois            Economic Analysis of Development Alternatives</p>	<p><b>National WWII Museum</b>            New Orleans, LA            Market and Financial Analysis</p>
		<p><b>Abu Dhabi Science Center (with Exploratorium)</b>            Abu Dhabi, UAE            Market and Attendance Analysis, Pricing Strategy</p>
		<p><b>Saadiyat Island Economic Study</b>            Abu Dhabi, UAE            Tourism Development and Investment Company (TDIC)</p>

## AECOM's Texas Economy + Urbanism Projects

<b>Perot Museum Expansion Strategy and TOD Integration Plan</b> Dallas, Texas	<b>Dallas-Fort Worth Regional Joint Land Use Study</b> Dallas-Fort Worth, TX	<b>Naval Air Station Corpus Christi Master Plan</b> Corpus Christi, Texas
<b>100 Resilient Cities — Resilient Dallas, City of Dallas/Rockefeller Foundation</b> Dallas, TX	<b>DART Arapahoe Station Innovation Quarter District TOD Master Plan</b> Richardson, Texas	<b>Orange Line Crest View Station Area and TOD Conceptual Plan</b> Austin, Texas
<b>Austin Core Transportation (ACT) Plan</b> Austin, Texas	<b>East Aviation District Master Plan</b> Universal City, Texas	<b>Pasadena Livable Center Master Plan</b> Pasadena, Texas
<b>Capital Metro – Project Connect</b> Austin, Texas	<b>Economic Resilience Strategy and Diversification Study, Texas General Land Office (GLO)</b> Texas	<b>Plano Silverline TOD Economic Development Framework</b> Plano, Texas
<b>Citibus Transit Center Feasibility and Design</b> Lubbock, Texas	<b>Fallon Grayson Corridor Study, Texoma Area Paratransit Service</b> Sherman, Texas	<b>River Oaks Boulevard (SH183) Corridor Master Plan</b> Downtown River Oaks, Texas
<b>Comprehensive Environmental and Climate Action Plan</b> Dallas, Texas	<b>Fort Worth to Laredo High Speed Transportation Study</b> Fort Worth and Laredo Region, Texas	<b>Sustainable Ways to Integrate Future Transportation (SWIFT)</b> Houston Region, Texas
<b>Cooper Street Corridor Master Plan</b> Arlington, Texas	<b>Gateway to the City Master Plan</b> McKinney, Texas	<b>Sustainable Development Performance Measures, North Central Texas Council of Governments (NCTCOG)</b> Arlington, Texas
<b>Dallas Union Station Area TOD Plan, Dallas Area Rapid Transit (DART), Downtown Dallas, Texas</b>	<b>Hyperloop</b> Texas	<b>Texas State-Wide Hyperloop and High-Speed Transportation Study</b> Statewide, Texas
<b>Dallas Equity Indicators</b> Dallas, Texas	<b>Martin Luther King (MLK) Boulevard Master Plan</b> Downtown Austin, Texas	<b>Toyota Emerging Mobility Pilot Program for Transit Equity in Southern Dallas</b> Dallas, Texas
<b>Dallas Fort-Worth Airport Landside Development Strategy</b> DFW Region, Texas		

## SECTION 06

# Standard Proposal Addendum

It is understood by the client that AECOM Technical Services, Inc., (AECOM) can make no guarantees concerning the recommendations which will result from the proposed assignment, since these recommendations must be based upon facts discovered by AECOM during the course of the study and those conditions existing as of the date of the report. To protect you and other clients, and to ensure that the research results of AECOM's work will continue to be accepted as objective and impartial by the business community, it is understood that our fee for the undertaking of this project is in no way dependent upon the specific conclusions reached or the nature of the advice given by us in our report to you.

It is understood by the client that AECOM Technical Services, Inc., (AECOM) can make no guarantees concerning the recommendations which will result from the proposed assignment, since these recommendations must be based upon facts discovered by AECOM during the course of the study and those conditions existing as of the date of the report. To protect you and other clients, and to ensure that the research results of AECOM's work will continue to be accepted as objective and impartial by the business community, it is understood that our fee for the undertaking of this project is in no way dependent upon the specific conclusions reached or the nature of the advice given by us in our report to you.

It is agreed by the client that the report is not to be used in conjunction with any public or private offering of debt or equity securities without prior written consent.

It is further agreed that the client will indemnify AECOM against any losses, claims, damages and liabilities under federal and state securities laws which may arise as a result of statements or omissions in public or private offerings of securities.

It is agreed by the client that payment for the services of AECOM is due upon receipt of the invoice; that full payment is due upon receipt of the completed report; and that AECOM has the right to withhold delivery of the final report pending receipt of any overdue payments.

In the event any invoice is not paid within 30 days after rendering of the invoice it shall commence bearing interest on the date the invoice was rendered at the rate of 18 percent per annum (or such lesser rate as may be the maximum interest permissible under applicable law) and the client agrees to pay all accrued interest, together with the charges for services rendered as provided for in this agreement. In addition, should an unpaid invoice be referred to our attorneys for collection, the client agrees to pay their reasonable fee for such work, as well as any costs of suit that may be incurred.

This Agreement may be terminated by either Client or AECOM by giving written notice at least thirty (30) days prior to the date of termination. In the event of such termination, Client shall pay AECOM for services and Reimbursable Expenses performed or incurred prior to the termination date.

It is further agreed by the client that the report is not to be relied upon by third parties and that no abstracting of the report will be made without first obtaining the permission of AECOM.

It is understood by AECOM that the findings of this report are the proprietary property of the client and they will not be made available to any other organization or individual without the consent of the client.

This proposal will remain in force for a period of 30 days from the date shown hereon.



**About AECOM**

AECOM is the world's trusted infrastructure consulting firm, delivering professional services throughout the project lifecycle — from planning, design and engineering to program and construction management. On projects spanning transportation, buildings, water, new energy and the environment, our public- and private-sector clients trust us to solve their most complex challenges. Our teams are driven by a common purpose to deliver a better world through our unrivaled technical expertise and innovation, a culture of equity, diversity and inclusion, and a commitment to environmental, social and governance priorities. AECOM is a *Fortune* 500 firm and its Professional Services business had revenue of \$13.2 billion in fiscal year 2020. See how we are delivering sustainable legacies for generations to come at [aecom.com](http://aecom.com) and [@AECOM](https://twitter.com/AECOM).

**Contact**

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INTEREST BREAKOUT BY FUND

TEXPOOL

Account # 9

Fund	GL Balance	% of Total	Interest amount	Interest by	
				Fund	Total with Interest
210	34,657.90	0.882%	125.31	1.11	34,659.01
592	713,275.83	18.161%		22.76	713,298.59
602	3,004,815.19	76.509%		95.87	3,004,911.06
862	174,661.41	4.447%		5.57	174,666.98
	<u>3,927,410.33</u>	<u>100.00%</u>		<u>125.31</u>	<u>3,927,535.64</u>

TEXPOOL

Account #11

Fund	GL Balance	% of Total	Interest amount	Interest by	
				Fund	Total with Interest
465	32,079.67	0.895%		1.61	32,081.28
459	0.00	0.000%	180.22	0.00	0.00
460	0.00	0.000%		0.00	0.00
462	3,331,070.97	92.910%		167.44	3,331,238.41
863	222,120.78	6.195%		11.17	222,131.95
	<u>3,585,271.42</u>	<u>100.00%</u>		<u>180.22</u>	<u>3,585,451.64</u>

NEXBANK MM

Fund	GL Balance	% of Total	Interest amount	Interest by	
				Fund	Total with Interest
000	36,128,965.18	0.90081553	13624.92	12,273.54	36,141,238.72
170	1,292,711.74	0.032231613		439.15	1,293,150.89
462	1,611,300.26	0.040175086		547.38	1,611,847.64
465	0.00	0		0.00	0.00
591	858,317.55	0.021400718		291.58	858,609.13
863	215,657.23	0.005377054		73.27	215,730.50
	<u>40,106,951.96</u>	<u>100.00%</u>		<u>13,624.93</u>	<u>40,120,576.88</u>

VERITEX MM

Fund	GL Balance	% of Total	Interest amount	Interest by	
				Fund	Total with Interest
000	175,944.89	100%	16.06	16.06	175,960.95
465	0.00	0		0.00	0.00

		175,944.89	100.00%		16.06	175,960.95
Texas Capital Bank	000	9,978,073.69	49.85%	2550.06	1,271.13	9,979,344.82
	465	10,039,356.66	50.15%		1,278.93	10,040,635.59
		20,017,430.35			2,550.06	20,019,980.41
Prosperity Bank	000	4,505,078.47	69.24%	995.3	689.18	4,505,767.65
ARPA FUNDS	000	2,001,041.92	30.76%		306.12	2,001,348.04
		6,506,120.39			995.30	6,507,115.69
RBANK	000	3,500,301.39	100.00%	411.06	411.06	3,500,712.45
		3,500,301.39			411.06	3,500,712.45
Grand Total		70,306,748.98			17,597.40	70,324,346.38

ADD TAPES TO INTEREST ENTRIES

FUND 000	56,289,405.54	56,304,372.63
FUND 170	1,292,711.74	1,293,150.89
FUND 462	1,611,300.26	1,611,847.64
FUND 465	10,039,356.66	10,040,635.59
FUND 591	858,317.55	858,609.13
FUND 863	215,657.23	215,730.50
	70,306,748.98	70,324,346.38