

STATE OF TEXAS §
 § CONSULTING SERVICES AGREEMENT
COUNTY OF DALLAS §

This Consulting Services Agreement (“Agreement”) is made by and among the City of Coppell, Texas (“City”), Coppell Arts Center Foundation (“Foundation”) (Collectively “COPPELL”) and Arts Manager, a limited liability company dba DeVos Institute of Arts Management at the University of Maryland (“CONSULTANT”), (Collectively the “Parties”), acting by and through their authorized representatives.

Recitals:

WHEREAS, the COPPELL desires to engage the services of CONSULTANT as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, CONSULTANT desires to render consulting services to establish a process to increase the revenue from the private sector for the Arts and Culture at the Coppell Arts Center and Resident Companies located therein, and in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

Article I
Term

1.01 The Term of this Agreement shall commence on the last day of execution hereof (the “Effective Date”) and shall continue until CONSULTANT completes the services required under this Agreement, unless sooner terminated as provided herein.

1.02 Either party will have the right to terminate this Agreement with 14 consecutive days prior written notice to the other party with or without cause. In the event that either party determines that the other party has not made sufficient progress in fulfilling its obligations hereunder or has otherwise breached this Agreement, then the party allegedly in breach shall be provided with a reasonable cure period determined by the terminating party after consulting with the other party. But, if in the reasonable opinion of the terminating party, the other party has not cured such failure of performance or other breach, the termination will be effective on the 14th consecutive day following the date of the written termination notice.

1.03 In the event of termination for any reason, whether or not for cause, COPPELL agrees to pay to CONSULTANT a prorated portion of the unpaid amount of the Fee for any work completed by CONSULTANT as of the date of the written notice of such termination.

Article II Contract Documents

2.01 This Agreement consists of the following items:

- A. This Agreement; and
- B. CONSULTANT's Proposal

2.02 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents".

Article III Scope of Services

3.01 CONSULTANT shall provide the services specifically set forth in Exhibit "A", Scope of Services.

3.02 CONSULTANT shall not directly or indirectly disclose to an outside person or entity and shall not use for CONSULTANT's benefit or the benefit of others any material or information that the City deems "confidential".

3.03 Deliverables: that all deliverables shall be solely owned by the City upon delivery. The final deliverables are:

- A. A system for the identification, cultivation, solicitation, and stewardship of individual, foundation, and corporate sponsors/donors.
- B. Talking points (or revised talking points, based on current Foundation materials) outlining the Foundation Case for Support.
- C. An institutional marketing strategy for the Foundation Institutional marketing is the strategy required in order to increase visibility for Foundation activities and build a sense of loyalty and appreciation of them. This in our view would be imperative for the Foundation to maximize its argument amongst COPPELL area prospects.
- D. Research conducted by our team on the Foundation's top 50 current or likely donors. This will include wealth screening and other research on a list of current donors or prospects provided by Foundation.
- E. In addition, our team will develop a list of no fewer than 20 new individual, corporate, government, or foundation prospects for cultivation by Foundation, and present this list, together with associated research.
- F. Three model paths for cultivation and solicitation, illustrating a replicable process for each of the three solicitations.

- 1. For Individual Donors
- 2. For Foundations
- 3. For Corporate Sponsors

These paths will include:

1. A Case for Support
2. A cultivation strategy
3. A solicitation strategy
4. A rationale for the figure requested.

As part of the Planning process, our team will additionally:

1. Consult with Foundation on the identification of a proper CRM, if necessary, to support its fundraising and research efforts
2. Develop a staffing model to support the fundraising effort, accounting for current resources, and establishing thresholds for additional investment in human resources, based on new revenues.

Following the completion of Strategy, the Consultant will provide Foundation with a detailed **implementation plan** that assigns responsibility and a timeline for the execution of each strategy. This plan is built in Excel and ensures a practical path toward the implementation of each objective and attendant strategy or tactic. A **financial plan** will also be built, for the fundraising operation for a three-year period illustrating ROI, Delta, and key performance metrics.

3.04 COPPELL and CONSULTANT hereby agree that all of the works of authorship, copyrightable and otherwise protectable, that CONSULTANT may create, make, or develop in connection with the Services outlined in this Agreement will be the sole property of City.

3.05 Nothing in this Agreement shall be construed to grant to CONSULTANT any rights in or to the name “Coppell Arts Center Foundation,” or any derivative thereof or COPPELL’s logo or images, all of which are expressly reserved by City or Foundation, as applicable. COPPELL is not at this time granting a license to use any of its trademarks and expects CONSULTANT to obtain COPPELL’s permission before making any use of the COPPELL name, other than as part of a client list in CONSULTANT’s marketing and promotional materials (only for the term of the Services under this Agreement or such additional period as COPPELL may approve from time to time), or building images beyond factual documentation necessary to accomplish the Services. Nothing herein shall be construed to grant to COPPELL any rights to use any trademark, service mark, trade name of CONSULTANT, or any name under which CONSULTANT does business, including any CONSULTANT names and logos, which may only be used with CONSULTANT’s express permission.

Article IV

Schedule of Work

4.01 CONSULTANT agrees to commence work under this Agreement upon written direction from the COPPELL and shall complete the required services in accordance with a work schedule mutually established by the Coppell and CONSULTANT (the “Work Schedule”). Any work performed or expenses incurred by CONSULTANT prior to CONSULTANT’s receipt of a Notice to Proceed from the COPPELL shall be entirely at CONSULTANT’s own risk.

4.02 The anticipated process and timeline is as follows:

Discovery	Weeks 1-4
Environmental Analysis	Weeks 3-6
Consultation with Resident Companies	Weeks 4-7
Recommendations	Weeks 9
Consultation Period	Weeks 9-12
Final Deliverables	Week 13

Article V Compensation and Method of Payment

5.01 COPPELL shall compensate CONSULTANT for services performed under this Agreement in the amount of Sixty-Five Thousand Dollars (\$65,000.00), split between City and Foundation, Fifty-Five Thousand Dollars (\$55,000.00) and Ten Thousand Dollars (\$10,000.00), respectively; City will be responsible for reasonable travel expenses not to exceed Four Thousand Dollars (\$4,000.00). The fee will be paid as follows:

- A. Upon Contract (25% of the Fee)
- B. Upon Delivery of Recommendations (50% of the Fee)
- C. Upon Delivery of Final Deliverables (25% of the Fee)

5.02 CONSULTANT shall be entitled to actual reasonable travel expenses not to exceed Four Thousand Dollars which shall be invoiced, as incurred to the City.

5.03 CONSULTANT shall submit an invoice to the COPPELL upon execution in accordance with the pay schedule under this section. COPPELL shall pay CONSULTANT within thirty (30) days of the receipt of a proper invoice provided there are no errors or discrepancies and that all work noted on the invoice has been completed. Any errors, discrepancies or the invoicing of work not completed may result in a delay in payment.

Article VI Suspension of Work

COPPELL shall have the right to immediately suspend work by CONSULTANT if COPPELL determines in its sole discretion that CONSULTANT has, or will fail to perform, in accordance with this Agreement. In such event, any payments due CONSULTANT shall be suspended until CONSULTANT has taken satisfactory corrective action.

Article VII Devotion of Time; Personnel; and Equipment

7.01 CONSULTANT shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should COPPELL require additional services not included under this Agreement, CONSULTANT shall make reasonable efforts to provide such additional services at mutually agreed upon, and within the time schedule prescribed by

COPPELL, and without decreasing the effectiveness of the performance of services required under this Agreement.

7.02 To the extent reasonably necessary for CONSULTANT to perform the services under this Agreement, CONSULTANT shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONSULTANT may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by CONSULTANT.

7.03 CONSULTANT shall furnish the vehicles, maintenance for vehicles, facilities, equipment, telephones, facsimile machines, software, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VIII Relationship of Parties

It is understood and agreed by and between the Parties that in satisfying the conditions of this Agreement, CONSULTANT is acting independently, and that neither the City nor Foundation assume no responsibility or liabilities to any third party in connection with these actions. All services to be performed by CONSULTANT pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of COPPELL. CONSULTANT shall supervise the performance of her services and shall be entitled to control the manner and means by which her services are to be performed, subject to the terms of this Agreement. As such, the COPPELL shall not: train CONSULTANT, require CONSULTANT to devote her full-time services to COPPELL, or dictate CONSULTANT's sequence of work or location at which CONSULTANT performs her work.

Article IX Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled, and CONSULTANT may only be compensated for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article X Insurance

CONSULTANT shall provide and maintain for the duration of this Agreement and, all insurance necessary for its employees and agents. CONSULTANT shall provide a signed Certificate of Insurance verifying that CONSULTANT has obtained and maintained the required insurance coverage during the term of this Agreement.

Article XI Indemnification

COPPELL SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONSULTANT PURSUANT TO THIS AGREEMENT. CONSULTANT HEREBY WAIVES ALL CLAIMS AGAINST COPPELL, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “COPPELL”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE COTY. CONSULTANT AGREES TO INDEMNIFY AND SAVE HARMLESS COPPELL FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS’ FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONSULTANT’S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF CONSULTANT, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF COPPELL). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST COPPELL IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONSULTANT, ON NOTICE FROM COPPELL, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONSULTANT’S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO COPPELL. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Article XII Miscellaneous

12.01 Each party represents and warrants that it has the authority to enter into this Agreement and to fulfill its responsibilities hereunder.

12.02 COPPELL acknowledges that CONSULTANT shall be making recommendations as part of the Services, but that CONSULTANT makes no representations and warranties as to the success and outcome of any advice or recommendation provided as part of the Services, and COPPELL shall not hold CONSULTANT liable for any such outcome. This provision is not intended, and will not be construed, to modify the obligation of CONSULTANT to provide the services to the standard of professionalism reasonably expected by COPPELL from a company with the stature and reputation of CONSULTANT and its President and senior staff.

12.03 CONSULTANT and COPPELL each assume liability for any costs, suits, or claims for personal injury or death or damage to property arising out of the negligent acts or omissions of

its own officers, employees, and agents. Neither CONSULTANT nor COPPELL shall be liable to the other party for any type of damages other than direct or consequential damages.

12.04 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

12.05 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

12.06 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

12.07 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

12.08 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

12.09 Recitals. The recitals to this Agreement are incorporated herein.

12.10 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:

City of Coppell, Texas
Attn: Mike Land, City Manager
255 E. Parkway Blvd.
Coppell, Texas 75019
Phone: (972) 462-0022

With Copy to:

Robert E. Hager
Nichols, Jackson, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201
Phone: (214) 965-9900

If intended for Foundation, to:

Coppell Arts Center Foundation
Attn: _____
505 Travis St.
Coppell, Texas 75019
Phone: _____

If intended for CONSULTANT, to:

DeVoss Institute of Arts Management
of University of Maryland
Attn: Brett Egen
1300 Pennsylvania Avenue, NW Suite 410
Washington DC 20004

12.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

12.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

12.13 Audits and Records. CONSULTANT agrees that during the term hereof COPPELL and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of CONSULTANT's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by COPPELL or date of termination if sooner.

12.14 Conflicts of Interests. CONSULTANT represents that no official or employee of COPPELL has any direct or indirect pecuniary interest in this Agreement.

12.15 Compliance with Federal, State & Local Laws. CONSULTANT shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

12.16 Confidential Information

- (a) The parties acknowledge that, in the course of providing the Services set out herein, each party may have access to confidential and proprietary information of the other. Each party represents, warrants and covenants that it shall not divulge, communicate, or in any way make use of any non-public or confidential, proprietary or sensitive information, including financial data, acquired in the performance of Services hereunder, other than as necessary to perform the Services.
- (b) Except as otherwise specifically set forth in this Agreement, neither party shall maintain copies of the other party's confidential information at the termination of this Agreement. Each party's obligations under this Section shall continue in effect after the expiration of this Agreement.

12.16 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such Party, provided that the non-performing Party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

12.17 Boycott Israel, Boycott Energy Companies, and Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations.

- (a) CONSULTANT verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) CONSULTANT verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) CONSULTANT verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if CONSULTANT is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) CONSULTANT has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

(Signature page to follow)

EXECUTED this _____ day of _____, 2023.

CITY OF COPPELL, TEXAS

By: _____
Mike Land, City Manager

Approved as to Form:

By: _____
Robert E. Hager, City Attorney

EXECUTED this _____ day of _____, 2023.

**DEVOSS INSTITUTE OF ARTS
MANAGEMENT OF UNIVERSITY OF
MARYLAND**

By: _____

Name: _____

Title: _____

EXECUTED this _____ day of _____, 2023.

COPPELL ARTS CENTER FOUNDATION

By: _____

Name: _____

Title: _____

EXHIBIT "A"

PROPOSAL

FOR

THE CITY OF COPPELL

COPPELL ARTS CENTER FOUNDATION



FROM

THE DEVOS INSTITUTE OF ARTS MANAGEMENT AT THE UNIVERSITY OF MARYLAND

DEVOS INSTITUTE
OF ARTS MANAGEMENT

AT THE UNIVERSITY OF MARYLAND

FEBRUARY 7, 2023

The terms of this Proposal are valid for 60 days

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I. SCOPE

The scope of this proposal is designed to support the City, the Foundation, the Center, and its Resident Companies resolve key questions regarding the long-term sustainability of the Center and its relationship with vested parties.

A key result of this proposal is a vision for increased ease of process and overall inflow of revenue for arts and culture in Coppell from the private sector.

- 1) A review of current scheduling and fee conditions at the Coppell Arts Center to include:
 - a. Recommendations for that structure for the period 2023-2025
 - b. A rationale for any changes to current structure
 - c. Expectations in that case for both the Center and resident companies
- 2) Facilitation of a discussion on the above with the Center, Resident Companies, and the City Council, leading to a resolution of scheduling and rental fee questions
- 3) A plan to strengthen the fundraising activities of the Foundation, including its relationship with other funding entities in the City, both public and private
 - a. Consideration of whether the Foundation can partner more extensively with other entities and in that scenario a vision for roles each party might play in a heightened relationship
 - b. A vision for the Foundation's relationship with the Center, Resident Companies, and other local stakeholders
- 4) Support for the Center's Resident Companies with a focus on the development of key strategies to assist in their own revenue development

II. METHODOLOGY AND PROCESS

A. Discovery

At the onset of the process we will meet with all vested parties – in person, by phone, or videoconference – to understand their perspective on the issues at hand. Specifically this will include representatives from Arts Center management, Resident Company management, Foundation management, and City management. We will request appropriate data from each party to understand current conditions regarding fees and scheduling at the Center. We will also seek to understand precedent decisions – including directions from Council – that influence current activities and the successes and concerns that characterize the discussion regarding scheduling and fees to-date.

B. Environmental Analysis

Taking into consideration the study that has already been done on these matters our team will supplement existing data from peer set examples at the regional and national levels, seeking to illustrate methodologies by which similar institutions in similar circumstances have approached these questions to achieve long-term sustainability. In this effort we recognize that significant study has already been undertaken and that there is no 1-1 fit for the conditions at Coppell Arts Center. This supplemental data will serve to augment extant analysis and provide additional context and additional rationale for the path chosen.

C. Consultation with Resident Companies

At this stage, our team will work one on one with each Resident Company by videoconference to understand the conditions faced internally and consider additional strategies for revenue development relevant to their needs and capacity. As a result of these meetings we will offer recommendations and strategies for enhanced revenue development for each resident company, to the extent such is desired.

D. Recommendations, Consultation Period, and Implementation Plan

At this stage, our team will issue Recommendations pertaining to:

- i. Scheduling
- ii. Fee Structure
- iii. Foundation Fundraising (see appendix for detail)
- iv. Foundation relationship with Other Parties – including the Arts Center, the City, and Resident Companies

We will issue these recommendations in a setting and format convenient to the City and the Foundation.

Following the issue of recommendations, we will engage in a one-month consultation period, wherein we will take feedback from all vested parties and, as necessary, modify the recommendations before issuing a final set of recommendations at the conclusion of the process.

A top-line implementation plan – illustrating key actions and responsible parties for the implementation of the recommendations – will attend the final recommendations.

III. DELIVERABLES

The final deliverables are:

- A. Summary of Discovery and Environmental Analysis
- B. Recommendations and Plans
- C. Implementation Plan

These deliverables will be provided in narrative format (e.g. Microsoft Word).

IV. PROCESS AND TIMELINE

The anticipated process and timeline is as follows:

Discovery	Weeks 1-4
Environmental Analysis	Weeks 3-6
Consultation with Resident Companies	Weeks 4-7
Recommendations	Week 9
Consultation Period	Weeks 9-12
Final Deliverables	Week 13

V. FORMAT OF MEETINGS

The process anticipates two in-person visits: at the onset of Discovery and to issue initial Recommendations. All other meetings are anticipated to be conducted by phone or videoconference.

VI. BUDGET AND PAYMENT SCHEDULE

The fee for services is \$65,000 plus travel support of \$4,000. This fee is inclusive and covers all Institute expenses including salaries, insurances and taxes. It does not include any business registrations to conduct business in Coppell, if any, which will be billed for reimbursement in addition to this fee.

The fee is requested in three installments:

- A. Upon Contract (25% of the Fee)
- B. Upon Delivery of Recommendations (50% of the Fee)
- C. Upon Delivery of Final Deliverables (25% of the Fee)

VII. APPENDICES

A. Consultant Information

DeVos Institute of Arts Management at the University of Maryland
1300 Pennsylvania Avenue NW, Suite 410
Washington, District of Columbia 20004
<http://devosinstitute.net/>

Primary Consultant

Brett Egan
President
DeVos Institute of Arts Management at the University of Maryland
1300 Pennsylvania Avenue NW, Suite 410
Washington, District of Columbia 20004

B. Detail – Fundraising Plan for the Foundation

The analysis would seek to answer several key questions, for the purpose of strengthening and advancing the mission of the Foundation.

- What is timely, unique and vital about current Center programs? What is the Foundation's vision, together with Staff, for the future of the Center? What is its case for support?
 - What is the Foundation's unique role in the funding ecology, and why is providing funding through the Foundation efficient for donors?
 - What is the Foundation's potential role in support of Resident Companies?
 - What is the current strength of understanding of this position amongst the Coppel public?
 - What arguments will motivate the public, philanthropists, foundations and corporations (current and prospective) to further invest, or invest for the first time, in the Foundation?
 - How will these arguments be conveyed? Who will convey them, and through what vehicles?
 - What methods will be most effective for the Foundation to convert interest and goodwill developed through this argument into philanthropic support (e.g. annual funds, targeted campaigns, special events)?
 - Upon which foundations, corporations, and individuals should Foundation focus its cultivation and solicitation efforts?
 - What internal infrastructure, including systems and human resources, will be needed to facilitate a sustainable, effective approach to building and sustaining a broader donor base?
 - What role will the Foundation Board and Staff play in this effort?
-

Deliverables

1. A system for the identification, cultivation, solicitation, and stewardship of individual, foundation, and corporate sponsors/donors.
2. Talking points (or revised talking points, based on current Foundation materials) outlining the Foundation Case for Support.
3. An institutional marketing strategy for the Foundation Institutional marketing is the strategy required in order to increase visibility for Foundation activities, and build a sense of loyalty and appreciation of them. This in our view would be imperative for the Foundation to maximize its argument amongst Coppell area prospects.
4. Research conducted by our team on the Foundation's top 50 current or likely donors. This will include wealth screening and other research on a list of current donors or prospects provided to the Institute by Foundation.
5. In addition, our team will develop a list of no fewer than 20 new individual, corporate, government, or foundation prospects for cultivation by Foundation, and present this list, together with associated research.
6. Three model paths for cultivation and solicitation, illustrating a replicable process for each of the three solicitations.
 - a. For Individual Donors
 - b. For Foundations
 - c. For Corporate Sponsors

These paths will include:

- a. A Case for Support
- b. A cultivation strategy
- c. A solicitation strategy
- d. A rationale for the figure requested

As part of the Planning process, our team will additionally:

- a. Consult with Foundation on the identification of a proper CRM, if necessary, to support its fundraising and research efforts
- b. Develop a staffing model to support the fundraising effort, accounting for current resources, and establishing thresholds for additional investment in human resources, based on new revenues

Following the completion of Strategy, the Institute will provide Foundation with a detailed **implementation plan** that assigns responsibility and a timeline for the execution of each strategy. This plan is built in Excel and ensures a practical path toward the implementation of each objective and attendant strategy or tactic. A **financial plan** will also be built, for the fundraising operation for a three-year period illustrating ROI, Delta, and key performance metrics.

C. About the DeVos Institute of Arts Management

The DeVos Institute of Arts Management at the University of Maryland provides training, consultation, and implementation support for arts, culture, education, and humanities institutions worldwide. Since its inception in 2001 at the John F. Kennedy Center for the Performing Arts in Washington, D.C., the Institute has advised more than 2,000 organizations from over 80 countries in the implementation of a wide variety of planning and operational objectives.

Foremost amongst its services is the development of practical strategic and business plans to support organizations at start-up, transitional, and advanced operational stages. In this work the Institute has advised a broad range of institutions in the United States, Europe, Asia, and the Middle East including the Apollo Theater (New York City), the American Repertory Theater at Harvard University (Cambridge, MA); the Yale Schwarzman Center (New Haven, CT); Qatar Foundation (Doha, Qatar), The National Kaoshiung Center for the Arts (Taiwan), Motown Museum (Detroit, MI), the National Symphony Orchestra (Washington, D.C.); Cooper Union (New York City); The National September 11 Memorial and Museum (New York City), the Serpentine Galleries (London); and the Royal Opera House Muscat (Oman), to name a few.

These services often combine the development of program planning; marketing and fundraising strategy; board development; and financial planning with comprehensive capital campaign planning services that assist organizations in determining right-size and fundraising potential. Campaign planning and implementation services support clients in the development of campaign goals and budgets; calibrating goals to market as advised by robust feasibility analysis; source prospecting, cultivation, and solicitation; anticipating the impact of the campaign on the core operation; identifying and structuring campaign leadership; and campaign implementation.

In this work, the Institute has developed expertise in a wide range of arts, culture, humanities and educational institutions, including performing and presenting organizations, museums, galleries, art schools, libraries, universities, public media, public art trusts, and nonprofit filmmaking institutions. Recent, representative clients illustrating this range of application include the National Public Radio Foundation (Washington, D.C.); the Sundance Institute (Park City, UT and Los Angeles, CA); the City of Philadelphia Mural Arts Program; the Park Avenue Armory (New York City); the Charles H. Wright Museum of African American History (Detroit, MI); the National YoungArts Foundation (Miami, FL); the Loggerhead MarineLife Center (Jupiter, FL); Miami City Ballet (Miami, FL); the LongHouse Reserve (East Hampton, NY); Santa Monica College and the Broad Stage (Santa Monica, CA); and Public Art Fund (New York City).

As a consultant and educator, the Institute has been engaged by national, state, and local governments as well as leading philanthropies to provide long-term, intensive training and support for thousands of cultural organizations in over 30 American cities and over a dozen countries around the globe. These philanthropies include the Ford Foundation, for which the Institute led a multi-year initiative to support 27 diverse organizations throughout the United States in the development of right-sized, sustainable infrastructure. Other recent philanthropic and government partners include the national funding and/or arts agencies of England, Ireland,

the Czech Republic, Vietnam, Norway, Croatia, Trinidad and Tobago, Oman, and Taiwan.

In partnership with Bloomberg Philanthropies, the Institute has led the most comprehensive known capacity building program in United States history. Through this partnership, which extends from 2009 to present, the Institute has trained and/or consulted over 700 organizations in fourteen American cities: Atlanta, Austin, Baltimore, Boston, Chicago, Dallas, Denver, Detroit, Los Angeles, New Orleans, New York City, Pittsburgh, San Francisco, and Washington, D.C.

Other philanthropies by which the DeVos Institute has been recently engaged as a consultant or service provider include the American Express Foundation; Bank of America; Business to Arts (Ireland); Cultural Council of Palm Beach County; DTE Energy Foundation; Frey Foundation; Grand Rapids Community Foundation; John S. and James L. Knight Foundation; Kresge Foundation; Miami-Dade County Department of Cultural Affairs; Michigan Council for Arts and Cultural Affairs; the Murdoch Trust; the Oregon Community Foundation; Steelcase Foundation; Trust for Mutual Understanding; Upper Manhattan Empowerment Zone; and the U.S. Department of State.

D. DeVos Institute Expertises

- **Strategic Planning.** For the last decade, we have deepened our work in strategic planning with arts institutions, city governments, philanthropies, community organizations, arts schools, and other non-profit entities worldwide. Our six-phase planning process is designed to address a range of organizational states: from those in crisis to those looking to cement and accelerate a position of strength. Throughout the process, we engage key stakeholders and beneficiaries to provide insight into the organization and its environment. Each plan is carefully tailored to address the organization's unique mission, goals, and challenges, as well as seek increased relevance for all members of its communities. The Institute's approach values transparency and due process but does not forgo visionary action for the sake of consensus.
 - **Creative Placemaking.** From 2010-2017, we had the pleasure of collaborating with the Ford Foundation to implement the capacity-building functions of its 10-year, \$100,000,000 *Supporting Diverse Arts Spaces* initiative. During this time, we supported the creation or expansion of 24 arts facilities throughout the United States, from Anchorage to Miami. Many of these centers were focused on building place-based cultural infrastructure in ALAANA communities. The goal of this program was to develop cultural infrastructure that was economically sustainable, accessible, equitable, and of a quality on par the creative practices they house.
 - **Capacity Building.** We have worked with philanthropic, civic, cultural, and corporate leadership to provide cohort-based capacity building in 19 American cities and 6 countries worldwide. These two-year group intensives provide in-person group training, web-based master classes, and one-on-one, on-site consultation with each participating organization. Capacity Building Intensives have been mounted in: Atlanta, Austin,
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Baltimore, Boston, Chicago, Dallas, Denver, Detroit, Grand Rapids, Los Angeles, Miami, New Orleans, New York City, Orlando, Pittsburgh, Portland, San Francisco, San Jose, and Washington, DC. An international version has been offered in Croatia, England, Ireland, Trinidad & Tobago, Vietnam, and Oman. Through these programs, we have had the opportunity to support deep partnerships between foundations, governments, cultural organizations, and their communities with the goal of increased sector-wide resilience.

- **Capital Campaign Planning and Implementation.** Our team has undertaken planning for capital campaigns ranging from the hundreds of thousands to hundreds of millions of dollars. A current, \$3 million campaign focuses on developing working capital, an endowment, and a programming reserve for the country's largest and most diverse book fair, housed within the nation's largest community college. A recent planning process defined a path for a historic museum dedicated to one of our country's legendary recording studios to raise \$50 million, while developing new functions to increase relevance, such as a vibrant social enterprise focused on connecting African-American youth to opportunity in the creative industries. And our team oversaw the planning phase of a \$250 million expansion effort at the John F. Kennedy Center for the Performing Arts in Washington, D.C. This campaign sought to link the Center – which has been historically segregated from both Washington and Northern Virginia by impassable highways and the Potomac River – with its neighboring constituents and create a stronger sense of place for this American icon.
 - **Sector Planning.** We have led city-wide planning efforts in Memphis, St. Louis, Grand Rapids, and Detroit, focusing on developing synergy and collective impact. Here we support our partners in philanthropy and government to seek innovative, cross-sector, and inter-agency responses to city-wide objectives, while keeping art and creative economy at the center of the conversation. This work has extended in to the development of new, landmark cultural infrastructure to anchor creative communities, such as a recently-completed effort in support of a first-of-its-kind center for creative industry in Doha, Qatar – a roughly billion-dollar cultural and civic center in downtown Doha, Qatar.
 - **Services for Arts Schools.** The Institute provides specialty services for art schools. The Institute understands that art schools – inclusive of public, private, or charter institutions – face a wide range of specific challenges. In response, the Institute provides such tailored services as: Executive, senior staff, and board leadership coaching; strategic planning; board and staff intensives; academic and artistic program evaluation; and fundraising and marketing consultation.
 - **Board Development.** The Institute offers Board Development Intensives in cities around the United States in partnership with local leadership. These two-day intensives address the following topics through the lens of the challenges facing the environment: recruiting and management board members; achieving fundraising success; maximizing the staff-
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board relationship; creating institutional image and impact; financial planning; developing and supporting effective marketing campaigns; and identifying and hiring an executive director.

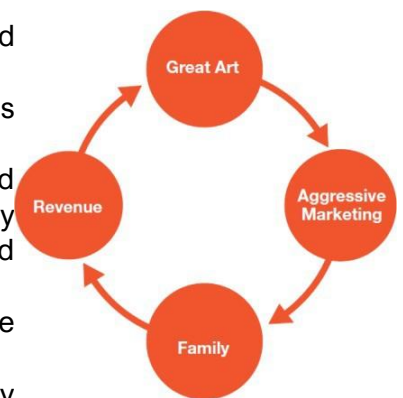
- **Leadership Development.** The Institute’s fellowship program is offered free of charge to arts managers from across the United States and around the world who are selected through a competitive application process. These fellows attend a four-week program in residence at the University of Maryland each summer for three consecutive years. Graduates of the fellowship programs have gone on to senior positions at such organizations as the American Conservatory Theater (San Francisco), Ghetto Film School (Los Angeles), Bosnian National Theatre Zenica, Ciudad Cultural Konex (Argentina), Cultural Center of the Philippines, Dance UK, Estonian Philharmonic Chamber Choir, Ivan Honchar Museum & National Center of Folk Culture (Ukraine), Lincoln Center for the Performing Arts (New York), Los Angeles Chamber Orchestra, Mexican Center for Music and Sonic Arts, Moscow Virtuosi Chamber Orchestra (Russia), Nashville Children’s Theatre, National Arts Council of Zimbabwe, National Centre for the Performing Arts (China), Queensland Performing Arts Centre (Australia), Singapore Repertory Theatre, and Vancouver International Film Company (Canada).

E. Conceptual Approach

At the highest level, the Institute’s planning approach is informed by its proprietary model for building and sustaining healthy cultural organizations and ecosystems: *The Cycle*. This practical philosophy of organizational and sector-wide development and sustainability observes that thriving cultural ecologies hold several core characteristics in common:

- Their constituents’ programming is bold, mission-driven, and balanced;
- They are positioned to aggressively market their programming, as well as the institutions behind it;
- The resulting visibility produces a swell of interest and enthusiasm among a diverse “family” of ticket-buyers, community members, students, board members, donors, funders, and volunteers;
- They make it easy and enjoyable for that family to get more involved—to contribute money, time, or connections; and
- They reinvest revenue produced by that family in necessary infrastructure, as well as ever-more dominant programming that,

marketed well, entices a larger, more diverse, generous, and connected family.



When this cycle repeats year after year, all stakeholders—governments, workforce, volunteer trustees, community members, and other members of the ecosystem’s “family”—sense they are part of a strong, successful, progressive enterprise. For those with means, this momentum encourages increased generosity and ambassadorship; for those with skill and time, a swell of pride and focus drives increased engagement and productivity. These organizations and

ecosystems grow steadily – donor by donor, patron by patron, ally by ally – to build and sustain superior artistic program, community relevance, and financial health.

F. Key Personnel Biographies

Brett Egan

President, DeVos Institute of Arts Management

Brett Egan provides planning and training services for arts and culture organizations in the United States and around the world. He specializes in strategic planning; succession planning; capital campaigns; annual fundraising; fundraising campaigns; community-based practice; human resource development; board development; and institutional and programmatic marketing.

Recent representative clients include the Apollo Theater (New York City); Sundance Institute (Los Angeles and Park City); National Public Radio Foundation (Washington, D.C.); Doha Center for Creative Industry (Doha, Qatar); American Repertory Theater (Cambridge, MA); The National Symphony Orchestra (Washington, D.C.); The September 11 National Memorial and Museum (New York City); Motown Museum (Detroit, MI); Movimiento de Arte y Cultura Latino Americana (San Jose, CA); KERA (PBS/NPR North Texas; Dallas); Outfest (Los Angeles); International Center for Photography (NYC); Women in Film (Los Angeles); Philadelphia Mural Arts Program; the Longhouse at Evergreen State College (Olympia, WA); Hi-Arts/Hip Hop Theater Festival (NYC); Arts for LA (Los Angeles, CA); Cornerstone Theater (Los Angeles, CA); Center for Asian American Media (San Francisco, CA); Asian Arts Initiative (Philadelphia, PA); Memphis Symphony Orchestra (Memphis, TN); National Black Arts Festival (Atlanta, GA); and From the Top (Boston, MA).

As needed, he partners with clients to provide interim leadership while permanent leadership is sought. For instance, in 2011 and 2012, Mr. Egan served as Interim CEO of the Royal Opera House Muscat (Oman), working with local leadership to open this first-of-its-kind institution on the Arabian Peninsula. Mr. Egan led the organization through a successful first season with performances by Renée Fleming and Andrea Bocelli; the Mariinsky Ballet, La Scala Ballet, and American Ballet Theatre; the Royal Philharmonic, Vienna Philharmonic, and the London Philharmonic Orchestra; and four operas including Franco Zeffirelli's Metropolitan Opera production of *Turandot* and the world premiere of a new Carmen commissioned and produced by the Royal Opera House. The inaugural season attracted a diverse audience of Omanis and expatriates with average attendance at 92 percent of seating capacity. In 2013, Mr. Egan again supported the Opera House in its development of the first library of musical arts and education on the Arabian Peninsula. Mr. Egan's tenure ended with a successful transition of responsibility to the institution's first permanent CEO.

From 2006 to 2009, Mr. Egan served as Executive Director of the New York-based modern dance company, Shen Wei Dance Arts, which toured an average of two dozen cities worldwide each year, was a Kennedy Center resident company, and was a principal contributor to the 2008 Olympic Opening Ceremonies in Beijing. Prior to 2006, Mr. Egan worked with a variety of

cultural organizations including Lincoln Center Theater, New York Theater Workshop, the Annie Leibowitz Studio, and Santa Fe Opera.

Mr. Egan is the co-author, with Michael M. Kaiser, of *The Cycle: A Practical Approach to Managing Arts Organizations* (2013).

Mr. Egan is a frequent guest at national and international conferences, speaking on a range of topics from audience engagement and fundraising to the role and impact of new media in arts management today. He regularly facilitates discussions amongst diverse stakeholders on behalf of regional and national foundations to identify common interest and deliver strategic direction, often at the intersection of cultural practice and broader civic concerns.

Mr. Egan graduated *magna cum laude* from Harvard University with a degree in Cultural and Performance Theory, received the Antarctic Service Medal and a Princess Grace Fellowship (Monaco), and wrote a travel guide on the Trans-Siberian Railroad. He is a trained actor and theater director and, throughout his upbringing in Long Beach, California, studied classical piano theory and performance.

He and his wife, Joan, and daughters, Bell, Lark, and River, live in Asheville, North Carolina.

Nicole Kidston **Senior Consultant, Development**

Nicole Kidston most recently served as the Deputy Director of Development for Park Avenue Armory, a groundbreaking cultural institution in New York that produces unconventional work that cannot be mounted in traditional performance halls and museums. In this capacity, Nicole led the day-to-day operations of the 13-person Development Office and worked closely with this staff to continue fundraising growth across the corporate, government, foundation, events and individual giving areas. Nicole joined the fundraising team of the Armory in 2015 and has grown fundraising 30% from 2015 to 2017.

From 2005 to 2015, Nicole served in a variety of capacities in the Development Office of the John F. Kennedy Center for the Performing Arts. In her last role at the Kennedy Center, she served as one of the Directors of Development, focusing on the National Symphony Orchestra (NSO) and Washington National Opera (WNO). Her portfolio included identifying and raising over \$25 million annually, with a team of 18, through individual, government, foundation and corporate support. Her portfolio included 4,700 donors, with 150 at the \$25,000 level and above. She focused particularly on Board development, Major Gifts, sponsorships of concerts, productions, series, and educational initiatives, and event fundraising including the annual NSO Season Opening Ball, the annual WNO Opera Ball and over 170 cultivation events throughout the year. Nicole designed the \$10 million fundraising campaign for the WNO's 2016 Ring Cycle.

Also at the Kennedy Center, Nicole served as the Director of Affiliate Individual Giving and the

Manager of National Symphony Orchestra Development. In her time as a Director and Manager at the Kennedy Center, she and her teams raised approximately \$120 million.

Prior to that, Nicole coordinated Kennedy Center major giving for the Washington, DC area and also facilitated the international donor travel program and major giving for international festivals and programming.

Nicole has a degree in Art History from the Ohio State University.

Lucy Pope Doughty

Manager of Consulting Services, DeVos Institute of Arts Management

Lucy Doughty serves as the primary project manager for the Institute's portfolio of pay-for-service consultancies and provides research, internal assessment, and strategy development support for clients across a range of arts and cultural industries.

Lucy has a background in visual arts. She received her master's degree in history of decorative art from the Corcoran College of Art + Design program at the Smithsonian Institute, with a focus on 19th-century American furniture, as well as a bachelor's degree in history from Wake Forest University. Her onsite experience extends to museums throughout the Southeast and Mid-Atlantic including the Biltmore House, Newseum, Sandy Spring Museum, and Earl Scruggs Center.