

## **National Training Institute on Race and Equity Consultant Agreement**

This training/presentation services agreement is made between National Training Institute on Race and Equity (hereinafter "Vendor" or "Consultant") and The City of Fort Worth ("Client") for training and/or consulting services.

**I. Event Date(s):** The virtual trainings will be held on the following dates for the city:  
August 11<sup>th</sup>, 12<sup>th</sup>, 20<sup>th</sup>, and 27<sup>th</sup> 2020

**AND**

The in-person trainings will be held on the following dates for the police department:  
January 19<sup>th</sup>, 20<sup>th</sup>, 21<sup>st</sup>, 22<sup>nd</sup>, 25<sup>th</sup>, 26<sup>th</sup>, 27<sup>th</sup>, 28<sup>th</sup>, 29<sup>th</sup> and February 1<sup>st</sup> and 2<sup>nd</sup>, 2021

**II. Event Format:** The format of the 2020 events are twelve, virtual 2.5-hour long sessions, of which the consultant will provide content for 2 hours.

**AND**

The format of the 2021 events are twenty-two in-person Half Day Implicit Bias and Cultural Competency 21<sup>st</sup> Century Policing Workshops

### **III. Lecture/Training Topic:**

Speaker will customize the presentation/training to Client's area of interest or focus, if applicable, and as requested by the client to the best of his ability.

### **IV. Scope of Service**

Speaker/Consultant agrees to provide the services described as follows:

1.1.1. Twelve-2-hour Virtual Implicit Bias and Cultural Competency Workshops  
Over Four Days (August 11<sup>th</sup>, 12<sup>th</sup>, 20<sup>th</sup> and 27<sup>th</sup> 2020)

1.1.2. Twenty-Two in-person Half Day Implicit Bias and Cultural Competency 21<sup>st</sup>  
Century Policing Workshops over Eleven Days (January 19<sup>th</sup>, 20<sup>th</sup>, 21<sup>st</sup>, 22<sup>nd</sup>,  
25<sup>th</sup>, 26<sup>th</sup>, 27<sup>th</sup>, 28<sup>th</sup>, 29<sup>th</sup> and February 1<sup>st</sup> and 2<sup>nd</sup>, 2021)

**V. Location of Event:** First scope of work will be conducted virtually, and the second scope of work will be conducted within the city limits of Fort Worth

**VI. Time:** As specified by client

Speaker is required to be at place of lecture a sufficient period of time prior to scheduled time of commencement to permit timely presentation.

**VII. Fees and Expenses:** Client will be charged **\$3,000** per session for the **first** scope of work for a total of **\$36,000** due no later than 30 days after August 27, 2020.

Client will be charged **\$4,000** per session for the **second** scope of work for a total of **\$88,000**. Due no later than 15 days after February 2, 2021. For a total contract amount of **\$124,000**. Additional sessions or specialized sessions require a separate fee to be negotiated when training is booked.

**VIII. Cancellation by Organization:** Event notice of cancellation is subject to the following cancellation fee terms:

If cancellation is (60) sixty days prior to the event, there is no cancellation fee.

If cancellation is between (1) one to (3) weeks prior to the event, Client shall pay (25%) twenty-five percent of Speaker fee.

If cancellation is (1) one week prior to event, Client shall pay (50%) of Speaker's fee. Cancellation fees are based upon the gross Speaker fee that was agreed upon. Cancellation fees must be paid within (5) five business days of notice of cancellation or a (\$100) one hundred dollar per day late fee shall be paid by Client. Notice of cancellation must be in writing.

**IX. Cancellation by Speaker:** If due to illness, accident or other causes legally known as acts of God, and Speaker is forced to cancel this agreement, neither party, nor any representative shall be liable for any payment. Speaker will, however, work with Client to reschedule to a mutually agreeable date and time.

**X. Copyright:** The speech or any materials distributed that may accompany it are the sole intellectual property of Speaker. They may not be copied, sold, broadcasted on television, radio, podcasted, webcasted, sampled for musical productions or given away without the express written consent of Speaker, his multimedia company or his estate. Speaker reserves the right to videotape himself giving the presentation/training as long as the Client nor attendees are captured on tape and any verbiage identifying the Client is removed from public use of the video. Speaker will inform Client in advance if he plans to video-record himself. Speaker will allow the client to videotape the session. The client may use excerpts from the above-mentioned sessions in future "summits" only with prior approval and the expressed written consent of Speaker, his multimedia company or his estate.

**XI. Independent Contractor:** Speaker, its officers, agents and employees, in the performance of this Speaker Agreement shall act in the capacity of independent contractors. As such, the parties will be responsible for their own acts of negligence as determined by law. Speaker is responsible for all taxes on payments received from Client.

**XII. Payment of Fees:** Client will be invoiced via electronic mail for payment(s) per the schedule outlined in section VII.

**XIII. Speaker's Rider:** The rider attached states specific speaker requirements for travel, lodging, and purchase of Speaker's books (if applicable). Client shall reference rider specifically for these matters.

**XIV. Applicable Law:** This agreement shall be governed by the laws of the State of Georgia and any applicable federal law.

**XV. Entire Agreement:** This speaker agreement and rider constitutes the entire agreement between the parties. This agreement may be modified or amended in writing signed by authorized signatories of the Speaker and Client.

Signed this \_\_\_\_\_

**ACCEPTED BY:**

**Bryant T. Marks, Ph.D.**

\_\_\_\_\_  
Bryant T. Marks

**ACCEPTED BY:**

[Client NAME]

\_\_\_\_\_  
Authorized Signatory

**Dr. Bryant T. Marks, Presentation/Training Rider**

**Travel**

***Flight arrangements will occur via the following process (check one):***

Speaker will provide the Client with a preferred flight itinerary; Client will purchase ticket. If an alternative itinerary to the one provided by the Speaker is available with very similar departure dates and times at a savings of \$100 (one hundred dollars) or more, then the Client will inform the Speaker so that the Speaker can either pay the difference between the preferred and alternative itineraries or accept the alternative itinerary. Required flight information follows: Full name: Bryant Thomas Marks; Date of birth: 4/17/72

Speaker will purchase ticket and be reimbursed by Client within 14 (fourteen) calendar days of receiving a receipt of purchase from the Speaker. If the Speaker cancels the presentation/training or does not provide the presentation/training ("no-show") due to his own negligence after receiving reimbursement from the Client, then the Speaker will refund the reimbursement to the Client within 14 days of the scheduled presentation/event.

Speaker will purchase ticket and **WILL NOT** be reimbursed by client.

***Hotel arrangements will occur via the following process (check one):***

Speaker will reserve and pay for his room at a hotel and rate agreed upon by the Client and Speaker and WILL be reimbursed by the Client (included in price).

Speaker will reserve and pay for his room and **WILL NOT** be reimbursed by the Client.

Client will reserve and pay for a room at a hotel agreed upon by the Client and Speaker

***Ground Transportation will include the following routes unless otherwise specified:***

- To airport in departure city
- From airport to venue, hotel, or designated location agreed upon by Client and Speaker in city where presentation/training will occur
- From venue, hotel, or designated location agreed upon by Client and Speaker in arrival city to airport
- From airport to home, place of employment, or other location agreed upon by Client and Speaker

***Payment for ground transportation will occur via the following process (check one):***

Speaker will pay for ground transportation and WILL be reimbursed by Client within 21 (twenty one) calendar days of receiving receipt from Speaker.

Speaker will pay for ground transportation and **WILL NOT** be reimbursed by Client (included in price).

Client will provide ground transportation for Speaker.