

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF FORT WORTH AND  
THE FORT WORTH CONVENTION AND VISITORS BUREAU**

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into in Fort Worth, Tarrant County, Texas effective on the 1st day of October, 2013, by and between the **CITY OF FORT WORTH** (the “City”), a home-rule municipal corporation of the State of Texas, acting by and through its duly authorized Assistant City Manager, and the **FORT WORTH CONVENTION AND VISITORS BUREAU** (the “Bureau”), a Texas non-profit corporation, acting by and through its duly authorized President & C.E.O.

**WITNESSETH:**

**WHEREAS**, the Fort Worth City Council has determined that certain public facilities, including the Will Rogers Memorial Center, the Cowtown Coliseum, the Fort Worth Convention Center, and other City facilities that may hereafter be constructed, regularly attract tourists and convention delegates to the City by offering important benefits and amenities such as venues for display, entertainment, meeting, and other public conveniences; and

**WHEREAS**, visitors, conventioners, and tourists who visit the City and utilize its facilities expend funds at local hotels, shops, and restaurants and provide substantial benefits to the City’s tourism, convention, and hotel industries as well as the overall economy; and

**WHEREAS**, advertising, promoting, and publicizing the City’s facilities, historic areas, visual and performing arts, and other attractions raises public awareness and brings additional visitors and revenues to the City; and

**WHEREAS**, Chapter 351 of the Texas Tax Code authorizes the City to levy by ordinance a hotel occupancy tax; and

**WHEREAS**, the City has levied such a tax by adopting Article II of Chapter 32 of the Fort Worth City Code (1986), as amended; and

**WHEREAS**, Chapter 351 of the Texas Tax Code prescribes how proceeds of such a tax may be used to promote tourism and the convention and hotel industry, including advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the City and/or its vicinity; conducting activities to encourage tourists and convention delegates to visit preserved historic sites located within the City; and encouraging, promoting, improving, and applying the arts; and

**WHEREAS**, the Texas Tax Code authorizes a municipality to contract with another entity to manage and supervise programs or activities funded with revenue from the hotel occupancy tax, subject to certain conditions; and

**WHEREAS**, the City has engaged the Bureau to perform services related to the promotion of tourism and the convention and hotel industries and to the administration of activities funded by hotel occupancy tax revenue, with the most recent agreement being Fort Worth City Secretary Contract No. 44949, as amended (“CSC 44949”), Bureau’s duties, as related to the Events Trust Fund Program, include providing documentation necessary for processing of all Events Trust Fund applications, attendance certifications, event support contracts and disbursement requirements (and associated documents) through the City's administration of the Events Trust Fund Program; and

**WHEREAS**, since 2009, the Bureau’s duties have included management of the Fort Worth Herd, a promotional asset established to conduct daily cattle drives to promote the City’s western heritage and to encourage tourists and convention delegates to frequent the City’s historic Fort Worth Stockyards area; and

**WHEREAS**, CSC 44949, as amended, expires on September 30<sup>th</sup>, 2023, and the parties now desire to enter into a new Agreement that will be effective beginning on October 1, 2022 and supersede the CSC 44949 upon execution.

**NOW THEREFORE**, for and in consideration of the performance of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and mutually agree as follows:

**1.  
PURPOSE**

1.01 The purpose of this Agreement is to define the roles and responsibilities of the City and the Bureau in the ongoing efforts to market and promote Fort Worth as a premier business and leisure destination, so as to benefit Fort Worth’s hospitality industry and the local economy.

**2.  
DEFINITIONS**

2.01 The following words, terms and phrases, when used in this Agreement, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (i) Bureau means: the Fort Worth Convention and Visitors Bureau (d/b/a Visit Fort Worth) and its officers, directors, representatives, agents, employees, and contractors (other than the City).
- (ii) City means: the City of Fort Worth, Texas and its officers, representatives, agents, and employees.
- (iii) City Council means: the Fort Worth City Council.
- (iv) City Public Facilities means: facilities owned and operated by the City that offer to the public facilities and amenities for the purpose of holding equestrian and livestock events, conventions, meetings, artistic performances, athletic events, or other similar functions. The term includes the Will Rogers Memorial Center, the Cowtown Coliseum, the Fort Worth Convention Center, and other City facilities that may hereafter be constructed or acquired.

- (v) Director means: the Director for the Public Events Department of the City of Fort Worth, Texas or that person's authorized representative or designee.
- (vi) Events Trust Fund means: the state of Texas Event Trust Funds program comprised of the Events Trust Fund, Major Events Reimbursement Program, and Motor Sports Racing Trust Fund, targeted at attracting various types of events to the State of Texas.
- (vii) FWCC means: the City-owned facility known as the Fort Worth Convention Center located at 1201 Houston Street, Fort Worth, Texas 76102.
- (viii) Fiscal Year means: the twelve-month period beginning October 1 and ending September 30, or such alternate twelve-month period as approved in writing by the City.
- (ix) General Funding means: the percentage of projected Tax Collections allocated to the Bureau under Section 4.01(i) of this Agreement to carry out the Bureau's general marketing and promotional obligations and duties set forth in this Agreement.
- (x) Herd or Fort Worth Herd means: the program established by the City in 1999 to conduct daily cattle drives that serve to promote the City's western heritage, in particular the Fort Worth Stockyards, and to encourage tourists and convention delegates to frequent this preserved historic site.
- (xi) Herd Capital Expense Fund means: the program established by the City to facilitate additional funding for Herd Capital Expenses. The funding is to be a dollar-for-dollar match with fundraising by Friends of the Herd.
- (xii) Hotel Room-Night(s) means: a statistical unit of occupancy representing one hotel or motel guest room in the City of Fort Worth occupied by one or more persons for one night.
- (xiii) HOT means: Hotel Occupancy Tax.
- (xiv) Marketing Plan means: A plan developed and revised annually by the Bureau for the marketing of the city of Fort Worth as a premier business and leisure destination and shall include the overall strategic objectives of the Bureau; direct measurable criteria by which the performance of the Bureau may be evaluated, including, but not limited to, specific performance criteria for market sectors identified by the Department; and the strategies to be used to accomplish the strategic objectives, criteria, and performance measures.
- (xv) Priority Status means: The status assigned to a convention or meeting group, by the Bureau, that indicates whether that convention or group has the first, second or third hold to the meeting space at the Fort Worth Convention Center.
- (xvi) Public Events Department or Department means: The City of Fort Worth Department that is responsible for overseeing the City Public Facilities.

(xvii) Special Public Facilities Fund(s) or (“SPFF(s)”) means: A fund administered in accordance with the terms of this Agreement and available for the purpose of a promotional program assisting in attracting, maintaining and retaining convention and equestrian-related business at City Public Facilities.

(xviii) Tax Collections means: hotel occupancy tax revenue (i) that is received by the City in accordance with City ordinances adopted pursuant to Chapter 351, Municipal Hotel Occupancy Taxes, of the Texas Tax Code and (ii) that is not otherwise restricted or dedicated to a specific purpose by state law or by a local ordinance or agreement adopted in accordance with state law. The term **shall not include** hotel occupancy tax revenue or other revenue that is restricted or dedicated for a particular purpose under state law or under a local ordinance or agreement adopted in accordance with state law, including, but not limited to, hotel occupancy tax revenue dedicated to payments associated with the expansion of an existing convention center facility under Section 351.1065 of the Texas Tax Code, and revenue pledged or otherwise designated for the funding of a “qualified project” in accordance with Senate Bill 748, 83rd Texas Legislature (to be codified as Section 351.1015 of the Texas Tax Code).

(xix) WRMC means: the City-owned facility known as the Will Rogers Memorial Center located at 3401 W. Lancaster, Fort Worth, Texas 76107.

(xx) Work means: The duties and obligations contained in the Marketing Plan that the Bureau is required to perform as consideration for the funding provided to the Bureau by the City.

(xxi) Sports Marketing Fund (“SMF”) means: A fund administered in accordance with the terms of this Agreement and available for the purpose of promoting and marketing the sports tourism industry in the City of Fort Worth.

(xxii) Motion Picture, Film, and Television Marketing Fund (“FMF”) means: A fund administered in accordance with the terms of this Agreement and available for the purpose of promoting and marketing the City of Fort Worth to the motion picture, film, and television industry to raise national awareness of the City.

(xxiii) National Public Relations Marketing Fund (“NPRMF”) means: A fund administered in accordance with the terms of this Agreement and available for the purpose of promoting and marketing the City of Fort Worth by a national public relations firm to include stories that support Fort Worth’s economic development agenda.

### 3.

## **TERM OF AGREEMENT**

3.01. This Agreement shall be binding on the date of execution by the parties and effective beginning on **October 1, 2022**, and shall remain in effect until September 30, 2027 (“Initial Term”), subject to early termination as provided herein.

3.02. Following the Initial Term, the City and the Bureau, by written mutual consent, may elect to extend this Agreement under the same terms and conditions for two (2) additional one-year periods (each a “Renewal Term”). Notification of intent to extend the Agreement shall be given in writing to the other party at least sixty (60) days prior to the expiration of the then-current term.

3.03 The Initial Term and Renewal Terms may be generally referred to herein as the “Term.”

## **4. FUNDING**

### 4.01. Funding for General Marketing and Promotional Obligations.

(i) During the Term, in connection with the annual budget process, the City may allocate forty-seven percent (47%) of projected Tax Collections for the upcoming Fiscal Year to the Bureau to carry out its general marketing and promotional obligations and duties set forth in this Agreement such amount to be known as “General Funding.” Any work related to the SPFFs and the Herd shall be considered to be specialized marketing and promotional obligations and shall be subject to separate funding as detailed in Section 4.02.

(a) Further, on October 22, 2013, the Fort Worth City Council designated Project Financing Zone No. One (the “PFZ”). The PFZ encompasses a three-mile area around dual radii consisting of two identified qualified projects – the FWCC and Dickie’s Arena. On December 1, 2015, the Fort Worth City Council designated a portion of incremental growth in revenue, in excess of an identified Baseline (the “Baseline”). Incremental HOT revenue generated by hotels inside the PFZ will be dedicated to designated special projects. Incremental HOT revenue generated by hotels outside the PFZ will continue to be programmed in accordance with past practices. The Baseline for calculating the increment is \$18,850,936.00, which represents the total annual revenue from the 7% local HOT based on April 2015 re-estimate data. If the City receives HOT revenue in excess of the Baseline, the additional revenue, or incremental growth, will be allocated according to the location of the hotel generating the revenue. Incremental revenue in excess of the Baseline that is generated by hotels inside the PFZ will be dedicated to eligible special projects and excluded from the calculation of funding under this Agreement. Incremental revenue in

excess of the Baseline from hotels outside of the PFZ will be taken into account in calculating Bureau funding under this section.

(b) Therefore, for purposes of funding under this section, Tax Collections include (a) all City 7% HOT revenues up to the Baseline (\$18,850,936.00) plus (b) City 7% HOT that exceeds the Baseline and that is generated and collected from hotels outside the PFZ. Bureau funding will include 47% of the Baseline, plus 47% of projected City 7% HOT revenues above the Baseline generated by hotels outside the PFZ.

(c) Funding, including the impact of dedication, is subject to the true up process outlined in section 4.01(iii) below.

(ii) Subject to the terms of this Agreement, the City shall pay the General Funding to the Bureau in twelve (12) equal monthly installments.

(iii) Following the end of each Fiscal Year, General Funding shall be subject to a “true up” process in accordance with this paragraph. The City shall compare the actual Tax Collections for the most recently ended Fiscal Year with the projected/budgeted amount for the period and calculate any deviation between the two. The City shall notify the Bureau of such deviation on or before the ninetieth (90th) day of the new Fiscal Year. Any deviation may be apportioned between the parties on a 47%-to-53% Bureau-to-City ratio and shall, except as otherwise provided below, be reconciled through up to six funding adjustments, as agreed to by the parties at the time, beginning with the fourth monthly payment of the new Fiscal Year. In the event the budgeted amount exceeds the actual collections by more than \$200,000.00, the funding adjustments may be extended beyond six months based on mutual agreement of the parties.

(iv) In the event this Agreement terminates or expires, reconciliation for the final Fiscal Year (whether complete or incomplete) shall be limited to reimbursement from the Bureau to the City of any overpayment resulting from actual revenues being less than the projected/budgeted amount. Such reimbursement shall take the form of one or more cash payments in accordance with Section 14.

(v) National Public Relations Marketing Fund. The purpose of engaging an NPRMF is to raise awareness of the City’s economic development agenda and progress through media coverage as a complement to other marketing tactics. Bureau agrees to expand its contract for national public relations support to include stories that support the City’s economic development agenda. Funding for the NPRMF is as outlined herein.

(a) The City will allocate up to \$120,000.00, from the City’s General Fund, per Fiscal Year for the NPRMF within thirty calendar days after execution of this Agreement.

- (b) Scope of work will be identifying potential news and feature stories from the City's economic development priorities and pitching those to regional and national media outlets for the purpose of raising awareness of Fort Worth. The NPRMF's relationships with media are vital to achieving success.
- (c) Bureau will maintain and account for the NPRMF in coordination with City of Fort Worth Economic Development, City Communications, Office of the Mayor and other departments as needed, as well as Bureau's own use of the NPRMF.
- (d) Any unused NPRMF funds will carry over to the following Fiscal Year's use for the NPRMF and will supplement the total funding to be contributed by the City during that Fiscal Year.
- (e) Use and expenditure of the NPRMF will be subject to the terms and conditions of this Agreement.

4.02 Funding for Specialized Marketing and Promotional Obligations. In addition to the General Funding, the City may, in connection with the annual budget process, allocate funds from projected Tax Collections for the upcoming Fiscal Year to the Bureau to carry out the following specialized marketing and promotional obligations: (i) the Special Public Facilities Funds, (ii) the Fort Worth Herd Operations, (iii) the Sports Marketing Fund; and (iv) the Motion Picture, Film, and Television marketing Fund as set forth below:

- (i) Special Public Facilities Funds. Funding for the Fort Worth Convention Center Special Public Facilities Fund (the "FWCC SPFF") and the Will Rogers Memorial Center Special Public Facilities Fund (the "WRMC SPFF") shall be as outlined herein.
  - (a) The City may allocate up to \$480,000.00 per Fiscal Year for the FWCC SPFF.
  - (b) The City may allocate up to \$210,000.00 per Fiscal Year for the WRMC SPFF.
  - (c) The Bureau shall maintain and account for each SPFF separately.
  - (d) Funds for the SPFFs shall be split into two equal semi-annual installments per Fiscal Year.
  - (e) Any unused funds will carry over to the following Fiscal Year's use for the SPFFs and shall supplement the total funding to be contributed by the City during that Fiscal Year.
  - (f) Use and expenditure of the SPFFs shall be subject to the terms and conditions of this Agreement.
- (ii) Fort Worth Herd Operations. Funding for the Fort Worth Herd is as outlined herein.

(a) For the first Fiscal Year of the Initial Term, funding for the Fort Worth Herd will be \$1,033,096.00, with the understanding that the Bureau may request additional amounts based on demonstrated operational need and the availability of funds.

(b) Funding for subsequent Fiscal Years shall be agreed upon annually, in writing, based upon the Bureau's budget submissions and available funds to support the Herd.

(c) The Bureau shall include the net anticipated costs associated with administration, management, and ensuring continued operation of the Herd along with the Bureau's base budget submitted to the City each year in accordance with the requirements of this Agreement.

(d) Disbursements associated with the Herd shall be included with the monthly payments of the Bureau's General Funding.

(e) Use of Herd operations funding shall be subject to the terms of this Agreement, which shall include, but not be limited to, those set forth in the section designated "Fort Worth Herd Operations."

(iii) Fort Worth Herd Capital. Funding for Fort Worth Herd Capital Expenses is as outlined herein.

(a) The City may allocate up to \$50,000.00 annually for Herd Capital Expenses. Funding for Herd Capital Expenses shall be a dollar for dollar match with Friends of the Herd fundraising for capital expenses. Funding raised by Friends of the Herd for the previous fiscal year will be used to determine the City's dollar for dollar match obligation.

(b) Any unused funds will carry over to the following Fiscal Year's use for Herd Capital Expenses and will supplement the total funding to be contributed by the City during that Fiscal Year.

(c) Use and expenditure of the Herd Capital Expense Fund is subject to the terms and conditions of this Agreement.

(iv) Sports Marketing Fund. Funding for the SMF is as outlined herein.

(a) The City may allocate up to \$200,000.00 per Fiscal Year for the SMF, beginning in Fiscal Year 2023.

(b) The Bureau will maintain and account for the SMF.

(c) Any unused funds will carry over to the following Fiscal Year's use for the SMF and will supplement the total funding to be contributed by the City during that Fiscal Year.



- (d) Use and expenditure of the SMF is subject to the terms and conditions of this Agreement.
- (v) Motion Picture, Film, and Television Marketing Fund. Funding for the FMF is as outlined herein.
  - (a) The City will allocate up to \$150,000.00 for Fiscal Year 2022-2023 for the FMF within thirty calendar days after execution of this Agreement.
  - (b) Funding for subsequent Fiscal Years will be agreed upon, in writing, annually based on the Bureau's budget and submissions and available funds to support the FMF.
  - (c) The Bureau will maintain and account for the FMF.
  - (d) Any unused FMF funds will carry over to the following Fiscal Year's use for the FMF and will supplement the total funding to be contributed by the City during that Fiscal Year.
  - (e) Use and expenditure of the FMF will be subject to the terms and conditions of this Agreement.

#### 4.03 Miscellaneous

- (i) In accordance with the Texas Tax Code, all hotel occupancy tax revenue received by the City at a rate in excess of seven percent of the cost of a room is restricted, and no such revenue shall be taken into account in calculating Tax Collections or determining allocations or distributions to the Bureau.
- (ii) As outlined in Senate Bill 748, 83rd Texas Legislature (to be codified as Section 351.1015 of the Tax Code), hotel occupancy tax revenue or other revenue pledged, dedicated, or used for funding a "qualified project" is not otherwise available for use by the City, and no such revenue shall be taken into account in calculating Tax Collections or determining allocations or distributions to the Bureau.
- (iii) In addition to any particular limitations and conditions that may be specifically stated herein, all obligations of the City hereunder are subject to (i) annual appropriation by the City Council for purposes of funding this Agreement and (ii) the ability of the City to collect hotel occupancy tax proceeds. This Agreement imposes no obligation upon the City to levy and collect such tax or to use all of the Tax Collections to fund the Work. The City does agree that, subject to adequate appropriations and collections, the City will utilize a portion of the Tax Collections to fund the Bureau's services in accordance with the terms of this Agreement and the budget approved by the City.

**5.**  
**MARKETING PLAN**

5.01 In order to align the Marketing Plan with the City’s fiscal year and with funding availability, the Bureau shall generally be required to adopt the period of October through September as the Bureau’s fiscal year; provided, however, that the Bureau may submit to the City a written request to use an alternate twelve-month period as the Bureau’s fiscal year, and the City shall have sole discretion in approving or denying such request.

5.02 The Bureau shall prepare and submit its draft Fiscal Year 2023 Marketing Plan to the City within thirty (30) days after execution of this Agreement. For the remaining Term, the Bureau shall prepare and submit to the City its draft Marketing Plan on or before August 1 of each upcoming Fiscal Year. Upon final review and approval by the City, the Marketing Plan shall serve as the basis for the Work to be performed hereunder and shall include measurable performance criteria of the Bureau for the upcoming Fiscal Year. The Marketing Plan is to be reviewed by the City Manager, or designated assistant city manager, and the Director of Public Events prior to submission to the City Council for its consideration. The City Council shall have the right to approve annually the Marketing Plan. The Marketing Plan shall comply with the requirements of this Section.

5.03 General Requirements.

(i) The Marketing Plan shall be consistent with the Bureau’s mission to market and promote Fort Worth as a premier event and leisure destination, so as to enrich Fort Worth’s hospitality industry and the community’s economy. In furtherance of that mission, the primary responsibilities of the Bureau are to promote conventions, trade shows, meetings, and long-term equestrian events at City Public Facilities with the intent to maximize facility revenues, hotel occupancy tax, sales tax, and use of City Public Facilities.

(ii) The Marketing Plan shall include, but not be limited to, a mission statement, a five-year vision, an overall description of the Bureau, information on major Bureau initiatives and their relationship to the strategic goals, a plan to develop and secure business for the hospitality industry, a cost-benefit analysis of the Bureau’s objectives, a detailed business plan on fulfilling the Bureau’s mission statement, and any information required under this Section.

(iii) The Marketing Plan shall be consistent with all applicable Federal, State, and local laws, including, but not limited to, the City Charter and City Ordinances and shall identify those scheduled activities, programs, or events that will directly enhance the FWCC and the WRMC and promote the convention, equestrian, tourism, and hotel industry.

5.04 Budget. The Bureau has prepared and submitted its proposed written budget for Fiscal Year 2022-2023 to the City. For the remaining Term, the Bureau will submit to the City a proposed written budget for the upcoming Fiscal Year on or before March 1 of each upcoming Fiscal Year for consideration and approval. The budget will (i) include proposed funding for the General Funding, the SPFFs, the Herd Operations, Herd Capital, SMF, and FMF; and (ii) indicate the projected available Tax Collections for the ensuing Fiscal Year and any amounts available in the Bureau's reserve fund and available funding for the SPFFs, SMF, and FMF. The budget must be submitted to and approved by the Bureau's Executive Committee prior to submission to the City. In accordance with Section 351.101(c) of the Texas Tax Code, the City, in writing, shall approve in advance the Bureau's annual budget.

5.05 Services, Activities, and Functions.

(i) The Bureau shall actively market, solicit, and advertise for conventions, equestrian events, trade shows, motor coach tours, tourism, sports events, and other gatherings to maximize use and revenues of the FWCC, the WRMC, commercial lodging facilities, and tourism facilities consistent with the adopted Marketing Plan.

(a) Specifically, the Bureau shall solicit, in a systematic manner, entities and organizations that regularly hold conventions, equestrian events, sports events, and meetings for the accommodation of appropriate facilities located in the City. If solicitation of an event or organization requires the submission of a bid proposal by the City (alone or in conjunction with other entities), the bid shall be prepared in accordance with the provisions of this Section.

(1) The Bureau will identify and recommend that the City pursue convention business that has a positive economic value to the community, taking into account total projected economic impact, revenue opportunities to public facilities, and other relevant factors.

(2) The Bureau shall develop and submit bid proposals that promote the use of City Public Facilities and other public accommodations in the City. These bid proposals will include information on available space at City Public Facilities and its cost as determined by the Department, and the proposals will also include information on available hotel space and hotel rates as provided by the individual hotels.

(3) The Bureau will provide the Director and hotels with as much background information as is available concerning potential group business and competing

cities with the desire to make the City's bids as successful as possible. However, determinations regarding the availability of meeting and hotel space and its cost will be made by the entity that owns or controls the space in question.

(4) The Director will determine the availability and cost of City Public Facilities space.

(5) Upon request, the Bureau will provide to the Director all copies of proposals that have been submitted on behalf of City Public Facilities.

(6) The Bureau will keep the City and participating hotels apprised of updates in each bid process and will notify the hotels and the Department as soon as possible about the final outcome of each bid and offer feedback and insight regarding the perceived reasons why each bid is ultimately successful or unsuccessful so that the participating entities can learn from the process and improve future proposals.

(7) The Bureau will conduct digital advertising campaigns in target domestic cities that hold the potential to attract leisure visitors to the Fort Worth market,

- (b) The Bureau will maintain exhibit materials and displays for the purpose of attracting visitors and convention attendees; the materials and displays shall be deployed at conventions, meetings, exhibits, selected trade shows, sports and consumer shows, and other events where the Bureau determines, in good faith and in exercise of its reasonable discretion, that a Fort Worth presence would benefit the City and its marketing efforts. In addition, Bureau will maintain an online presence through various online collateral and social media to attract visitors and convention attendees.

(c) The Bureau will coordinate with the appropriate City departments, local hotels, restaurants, retail centers, and entertainment facilities to provide an environment in which a visiting group or organization enjoys a coordinated and productive visit to the City of Fort Worth.

(d) The Bureau will develop public awareness among City businesses and the general public of the desirability, benefits, and importance of the convention, equestrian, and tourism industries to the Fort Worth economy. In performing such services, the Bureau shall act as a liaison for the City in its relationships with the tourism industry and participate in appropriate tourism agencies and convention associations, which shall include, without limitation, the appropriate state agency for economic development and tourism, the American and Texas Societies of Association Executives, and the Destination Marketing

Association International, as well as other relevant agencies, to ensure that favorable publicity about the City may be continued and expanded.

(e) The Bureau will market and distribute materials promoting Fort Worth as a preferred destination city consistent with the Marketing Plan.

(f) The Bureau will demonstrate the advantages that Fort Worth has to offer visitors.

(g) The Bureau will market and promote tourism and conventions among minority and multicultural markets in accordance with performance criteria set forth in each year's Marketing Plan.

(h) The Bureau will ensure the development, production, publication and distribution of the items set forth below in Section 5.05(i)(h)(1)-(4) in sufficient quantities and in similar quality to the Bureau's materials. Where possible, this content may be incorporated into existing Bureau materials to avoid duplication of efforts and waste of resources. When appropriate, information will be posted online rather than in printed form. In all cases, the City will provide technical drawings and representations of spaces for reproduction by the Bureau.

(1) A brochure and/or bid book that includes a set of current and accurate floor plans for City Public Facilities.

(2) Visitor literature and printed materials provided through [www.FortWorth.com](http://www.FortWorth.com) and in hard copy form to the Texas Department of Transportation Information Centers, and other appropriate tourism entities.

(3) All materials used in bid proposals that provide specific information on City hotels and meeting spaces in the City, including, but not limited to, the floor plans and amenities of spaces actively bidding for a meeting or conventions.

(4) An integrated website – [www.MeetInFortWorth.com](http://www.MeetInFortWorth.com) – that houses websites for the City Public Facilities plus prominent hotels and meeting spaces with the goal of marketing directly to meeting professionals and soliciting Requests for Proposals. To support this effort, the City shall provide accurate and up-to-date information and materials (floor plans, dimensions, maps, 3Dtours, etc.) for all City Public Facilities that warrant promotion.

(i) The City reserves the right to develop, produce, publish, and distribute its own marketing materials, at its own expense.

(j) The Bureau will abide by all requirements set forth in this Agreement regarding maintenance and use of the Special Public Facilities Fund.

(k) The Bureau will manage, administer, and operate the Herd in accordance with all applicable provisions of this Agreement.

(l) The Bureau may, but is not required to, use a portion of its General Funding to promote tourism and the convention and hotel industry through the encouragement, promotion, improvement, and application of the arts. In addition to making direct promotion of the arts on its own behalf, the Bureau may make subgrants to nonprofit entities or organizations for art-related expenditures. If the Bureau elects to use General Funding for subgrants for the arts, it must comply with all conditions of this subparagraph.

(1) The Bureau will include proposed subgrants as part of its budget and Marketing Plan for the year; the amount of such subgrants shall be subject to and must comply with the limitations found in Section 351.103(c) of the Texas Tax Code.

(2) Subgrants may only be given to nonprofit entities or organizations that demonstrate how a proposed grant project promotes tourism and the convention and hotel industry.

(3) The Bureau will develop a written application to be used in connection with the awarding of subgrants and shall develop criteria for objectively grading all applicants and making awards.

(4) The Bureau will employ a multitude of online, print, and interpersonal sources to create awareness of the subgrant program among likely pools of applicants. At a minimum, the Bureau shall advertise the subgrant program using print and electronic resources of public and private sector groups that cater to visual and performing artists.

(5) A written contract must be executed by the Bureau and the grant recipient, with a copy to be provided to the City on request.

(m) The Bureau agrees to provide City with certain enhanced marketing and promotional opportunities that are specifically intended to retain and attract business to the FWCC and WRMC, including, but not limited to, planning and hosting client events, dinners, social gatherings, travel, and other marketing and promotional activities. The Director will provide the Bureau with written notice of any potential marketing or promotional opportunities. If the Bureau wishes to participate, then the parties will mutually agree, in writing, on each party's obligations as it pertains to the marketing or promotional activities, including, but not limited to, any financial participation by the Bureau.

- (n) The Bureau will abide by all requirements set forth in this Agreement regarding the maintenance and use of the Sports Marketing Fund.
- (o) The Bureau will abide by all requirements set forth in this Agreement regarding the maintenance and use of the FMF.
- (o) The Bureau will perform any additional duties as agreed upon in writing by the City and the Bureau.

## 6. SPECIAL MARKETING FUNDS

6.01 Generally. The City and the Bureau recognize the need to maintain Specialized Marketing Funds, each of which is dedicated to assist in attracting, maintaining, and retaining tourism and convention business at a certain facility in Fort Worth or in a certain entertainment-and-tourism sector. The “Specialized Marketing Funds” consist of two Special Public Facilities Funds, the SMF, and the FMF, each of which is to be administered and utilized in accordance with the terms of this Section and the Agreement.

(i) SPFFs. In order to book events that bring strong economic value and an excellent quality of life to the community, the City, in cooperation with the Bureau, must from time-to-time provide incentives in the form of adjusted facility rents and other promotional program benefits to attract and retain priority groups. The SPFFs serve such a purpose and shall be administered in accordance with this Section.

(ii) SME. In order to enhance sports tourism throughout Fort Worth, the Bureau will utilize the SMF to, at a minimum, expand its sports marketing efforts to: (1) attract new investment from corporations; (2) further sports marketing promotional efforts and expand the vision of marketing Fort Worth nationally; (3) create an increased focus on community events and a vision for venue support and expansion; and (4) build a larger community-wide focus on sports marketing, specifically in the areas of education, stakeholder engagement, and expanded collaborations with private institutions. The SMF will serve such a purpose and will be administered in accordance with this Section and the terms of the Agreement.

(iii) FMF. In order to increase awareness of the City of Fort Worth, the Bureau will utilize the FMF to, at a minimum, expand its motion picture, film, and television marketing efforts, especially as it relates to location filming and production in the City, to: (1) attract companies in the motion picture, film, and television industry to film and produce in the City of Fort Worth with the goal of increasing national awareness of the City of Fort Worth; (2) further motion picture, film, and television promotional efforts to expand the vision of marketing Fort Worth nationally; and (3) build a larger community-wide focus on motion picture, film, and television marketing, specifically

in the areas of education, stakeholder engagement, and expanded collaborations with film and production companies.

6.02 Accounting

- (i) The Specialized Marketing Funds will each be maintained in one or more separate Bureau accounts and will not be commingled with any of the Bureau's operating or personal accounts.
- (ii) The Bureau will have the sole responsibility to keep and maintain an accurate accounting of all funds that are in the Specialized Marketing Funds and all outstanding and upcoming commitments from the funds and shall provide the City with access to such accounting on request.

6.03 Miscellaneous

(i) Fort Worth Convention Center SPFF

- (a) The Bureau will have sole authority over all expenditures from the FWCC SPFF made in compliance with the limitations prescribed by this Agreement.
- (b) The Bureau may request pricing for convention groups and, from time-to-time, may ask the City to substantially discount rent to convention groups.
- (c) The Bureau will reimburse the City for all such rental discounts offered to attract a convention to the City for which the City requests reimbursement, unless otherwise agreed to by the parties in writing.
- (d) The Bureau agrees to honor all pre-existing discounts that have been established for convention rental and services.
- (e) It is the responsibility of the Bureau to keep accurate records of commitments and encumbrances made to organizations booked into the FWCC for future years and to ensure that the FWCC SPFF's financial capacity is not over committed. In the event that financial commitments have been made to support the activities of organizations and funds in the FWCC SPFF are not sufficient to make the financial payments, the Bureau agrees to make the City whole for such commitments.

(ii) Will Rogers Memorial Center SPFF

- (a) The City and Bureau understand that there are some historical uses of the WRMC SPFF to support events held at the WRMC, some by contract and some by tradition. This specifically includes uses by the National Cutting Horse Association, Stock Show Equestrian marketing services, Stock Show Rodeo tickets, and other important events and client entertainment as approved by the Director. These organizations and others have received cash support, event support, and entertainment support, among other types of



support, funded through the WRMC SPFF. This Agreement shall allow for such types of support and others as deemed necessary by the Director to continue as part of the WRMC SPFF activities.

(b) The Bureau and the Director will concur on the expenditures made from the WRMC SPFF fund. In the unlikely situation where the Bureau and the Department do not agree on expenditures, the City Manager's office will make the final determination.

(iii) SMF and FMF

(a) The Bureau will have sole authority over all expenditures from the SMF and FMF made in compliance with the limitations prescribed by this Agreement.

(iv) Molly the Trolley

(a) City and Bureau acknowledge public transportation is a coveted amenity that many convention planners and other visitors consider when choosing a destination. Molly the Trolley, which is operated by Trinity Metro, is a free, publicly- available, vintage-looking trolley that travels from the Fort Worth Convention Center to Sundance Square. Molly the Trolley stops near downtown hotels, landmarks, restaurants, shops, entertainment venues, and the Intermodal Transportation Center and is a crucial part of the downtown visitor experience. City desires to participate in funding operations of Molly the Trolley.

(b) City agrees to pay Bureau \_\_\_\_\_ to partially fund the continued operation of Molly the Trolley ("Molly Funds").

(c) All Molly Funds will be used solely for the purpose of funding the continued operation of Molly the Trolley at no cost to the users and for no other purpose.

(v) Events Trust Fund Application Account.

(a) The City will loan Bureau \$3,000,000.00 for the creation of an account to be used to fund Bureau ETF applications. The loaned funds can be used exclusively for ETF applications.

(b) ETF reimbursements from the State, if any, will be re-deposited in the Events Trust Fund Application Account to maintain the \$3,000,000.00 balance.

(c) The loan for ETF Applications is repayable, at the City's option, upon the termination of this Agreement.

(d) Funds in the Events Trust Fund Application Account will be, at all times, considered City funds. Any funds in the specially designated account will remain in that designated account and will be expended and disposed of in accordance with the terms of this Agreement. Bureau will keep complete and accurate records of all funds retained in, and expenditures from, the account. All deposits in the account will be secured by eligible

securities to the extent and in the manner required by applicable law, including but not limited to, Texas Government Code Chapter 2257. Bureau will ensure that the account is a joint account to which City is an account holder.

7.

**FORT WORTH HERD OPERATIONS**

7.01 Generally. The Fort Worth Herd (“Herd”) was established in 1999 to conduct daily cattle drives that serve to promote the City’s western heritage, in particular the Fort Worth Stockyards, and to encourage tourists and convention delegates to frequent this preserved historic site. Since 2009, the Bureau has provided management, administration, and the ensured operation of the Herd program, which aligns with the overall mission, goals, and activities of the Bureau.

7.02 Bureau Commitments to the Herd

(i) The Bureau commits to manage, administer, and ensure the continued operation of the Herd in a manner that maintains the integrity and public goodwill associated with the Herd program and brand and that provides audiences with an experience that is as close to historically accurate as is reasonably possible. To that end, to the extent the Bureau obtains private sponsorships, donations, or both for the use and benefit of the Herd program, the Bureau shall limit sponsor and donor attribution and advertising in a manner that safeguards the historic verisimilitude and overall integrity and public goodwill of this valuable City asset.

(ii) The Bureau further commits to treating all of the animals of the Herd, whether currently involved or later-added, in a safe, sensible, and humane manner. The Bureau agrees to allow City personnel to periodically inspect the animals and their living conditions and also agrees to adjust schedules, conditions, or both if the parties agree such adjustments are in the best interests of the animals.

(iii) The Bureau commits to ensuring that operation of the Herd program complies with the operational policies that are attached hereto as Exhibit “A,” which is incorporated herein for all purposes as though it were set forth at length, and will not allow any person to ride a Herd horse unless that person is qualified and specifically employed as a temporary or full- or part-time drover. No change may be made to any operational policy unless such change is approved in advance in writing by the Director. Operational policies that were established by Mayor and Council Communication of the City Council may not be changed unless such change is approved by the City Council as well as the Director.

(iv) The Bureau shall continue providing professional management and administrative services associated with operation of the Herd program and shall assume responsibility for ensuring the

Herd's continued operation. Operation of the Herd program shall include: (1) conducting cattle drives on East Exchange Avenue twice daily at 11:30 a.m. and 4:00 p.m., weather permitting; and (2) operating an educational program that provides visitors and others with information about the City's rich western heritage with a focus on the roles that the cattle industry and cattle drives along the Chisholm Trail and other historic routes played in the development of the City. In addition, operation of the Herd may include special promotional appearances and performances designed and intended to promote tourism to and within the City; provided, however, that such appearances and performances may not take precedence over, or interfere with, the daily cattle drives and provided that additional temporary staff and animal resources are secured and employed to ensure that such additional appearances and performances do not place an undue burden on, or endanger the health or well-being, of the animals, drovers, or other Herd staff.

(v) In connection with ensuring successful operation of the Herd, the Bureau has been and will continue to be licensed and assigned use and possession of certain City-owned vehicles. The City's Equipment Services Department (ESD) will continue to perform maintenance, repair, and fueling of these City-owned vehicles throughout their useful lives. Prior to making payments to the Bureau associated with the Herd, the City shall deduct the amount of the actual charges imposed by ESD with respect to the City-owned vehicles. The parties anticipate that City-owned vehicles will be decommissioned and returned to the City for disposal and replaced with vehicles that will be dedicated to the Herd program, but not be directly titled to the City. Vehicles not titled to the City will not be maintained by ESD; therefore, the parties anticipate that the ESD charges will be phased out over time.

(vi) The Bureau has been and will continue to be licensed and entitled to take possession of and use all City-owned equipment that is associated with operation of the Herd and that is listed in Exhibit "B," which is attached hereto and incorporated herein for all purposes as though it were set forth at length. Authorization to keep and use the property shall not be construed to create any ownership interest in the Bureau. Title to all City property shall remain vested in the City at all times. The Bureau shall ensure that all City property is maintained and repaired in accordance with standards of care that are equal to or better than those generally employed in the professional cattle and ranching industry. If any item listed in Exhibit "B" requires replacement because the item is damaged beyond repair or exceeds its useful life, the Bureau shall return said item to the City for final disposition in accordance with then current requirements related to surplus City property. The Bureau may seek the City's assistance in procuring replacement items in accordance with the terms of this Agreement.

(vii) The Bureau shall be authorized, in its discretion, to enter into a relationship with one or more non-profit organizations, including, but not limited to, the Outriders of the Fort Worth Herd (d/b/a Friends of the Herd), for purposes of providing monetary and in-kind support for the Herd program. In entering into such relationships, the Bureau shall take all reasonable steps to ensure that all donations received by the non-profit(s) for the benefit of the Herd are, in fact, maintained for such purpose. In addition, the Bureau shall ensure that any such arrangement includes a legal obligation requiring the non-profit(s) to turn over to the Bureau or to the City all funds, property, and materials that were previously donated for the benefit of the Herd in the event the non-profit(s) ceases to exist or ceases to serve as a support group for the Herd.

(viii) To the extent the Bureau receives anything of value as a result of its administration, management, or operation of the Herd program (including, but not limited to, appearance fees and monetary and in-kind donations), the Bureau shall maintain each such thing of value solely and exclusively for the use and benefit of the Herd program, which use or benefit shall include the reasonable costs related to the management, administration, and operation of the Herd program. Any monies so maintained may not be commingled with any hotel occupancy tax revenues allocated by the City.

(ix) The Bureau shall keep and maintain for the sole use and benefit of the Herd program any property that is acquired by the Bureau: (i) using funds provided by the City under this Agreement; (ii) using appearance fees or other income generated from the operation of the Herd program; (iii) using funds donated for the benefit of the Herd, including funds donated by means of a support organization; and (iv) as an in-kind donation to the Herd program, including in-kind donations made by means of a support organization.

#### 7.03 City's Commitments to the Herd

(i) The City commits to assist the Bureau on an on-going basis in whatever manner is needed to ensure the continued integrity, successful operation, and long-term viability of the Herd program and brand as an asset to the City and its hotel and tourism industry and to ensure that the Bureau is not required to make direct expenditure of its separate funds in conducting any phase of the Herd operations.

(ii) In addition to appropriating hotel occupancy tax revenues pursuant to Section 4, the City shall, at no cost to the Bureau, provide nonmonetary and indirect support for the Herd in accordance with this Section.

(iii) The City, through the Trades Infrastructure group of the Parks and Community Services Department or its successor, shall continue to repair any damage that is caused by operation of the

Herd program to the property and facilities leased from Hickman Investments, Inc. for use by the Herd.

(iv) The City, through its Risk Management Division, will acquire and pay for one or more commercial general liability insurance policies covering the Herd and providing total liability coverage of Five Million Dollars and Zero Cents (\$5,000,000.00). The Bureau shall be a named insured or an additional insured in any and all such insurance policies.

## 8.

### PUBLIC RELATIONS

8.01 Generally. In collaboration with the City's Economic Development Office, on an annual basis, Bureau may engage a public relations firm to grow national recognition for economic development progress and business opportunities through increased exposure for the City. The agreement with the public relations firm must include a scope of work that includes, but is not limited to:

- (i) media relations (releases, pitching, placements, and clips);
- (ii) thought leadership (media, panels, podcasts, program for Mayor, conferences);
- (iii) influencer work;
- (iv) creative ideation;
- (v) awards/lists;
- (vi) trend reports;
- (vii) amplification;
- (viii) crisis work;
- (ix) quarterly reports; and
- (x) one video meeting per month with the economic development coordinating group.

8.02 Funding. On an annual basis, the City and Bureau will negotiate the cost of the aforementioned services. The agreed upon amount must be in writing and signed by the parties. The City agrees to pay Bureau this amount on a reimbursement basis for actual costs incurred for the public relations obligations provided herein.

- (i) At the beginning of every month, Bureau must provide the City with a sign, readable, invoice summarizing: (1) the services provided by the public relations firm; (2) actual expenses incurred by the Bureau; (3) purchase order number; and (4) a request for payment.
- (ii) In submitting invoices, the Bureau must provide copies of receipts for all expenses. If the City requires additional reasonable information, the City will request the same promptly after receiving the above information, and Bureau will provide such additional reasonable information to the extent that the same is available. Summaries must be submitted to the City of Fort Worth

Public Events Director and Economic Development Director via email at: [supplierinvoices@fortworthtexas.gov](mailto:supplierinvoices@fortworthtexas.gov).

(iii) The City will issue payment in accordance with the Texas Prompt Payment Act. Bureau will not engage the public relations firm for any additional services, or perform additional services itself, on behalf of the City unless the City requests and approves in writing the additional costs for such services. City will not be liable for any additional expenses of Bureau not specified by this Agreement unless City first approves such expenses in writing.

(iv) Funding for the public relations obligation are in addition to and fall outside of the funding model described for all other services described by this Agreement and do not affect the general funding percentage allocation or the associated “true up” process set forth elsewhere in this Agreement.

## **9. IMPLEMENTATION OF THE MARKETING PLAN**

9.01 Generally. Bureau shall take all reasonably necessary steps to ensure successful implementation of the Marketing Plan in accordance with the specific obligations outlined in this Agreement during the Fiscal Year then in effect.

9.02 Booking Window.

(i) The Bureau shall primarily focus on promoting conventions, trade shows, meetings, and equestrian events in the City Public Facilities where the proposed date for the first use of an event is scheduled to occur 18 months or more in the future, with the intent to have a maximum impact on hotel occupancy tax revenues, sales tax revenues, facility revenues, and occupancy and use of City Public Facilities. However, when opportunities arise and when space is available, the Bureau may assist the City to facilitate the same within the 18-month booking window.

9.03 Booking Priorities.

(i) The Public Events Department has sole responsibility and authority for booking, scheduling, and contracting all events at the City Public Facilities.

(ii) Fort Worth Convention Center.

(a) The Bureau’s authorized representatives shall have the ability to electronically view the calendar of events for the FWCC to ascertain and identify any tentative open dates for future business.

(b) If the Bureau desires to reserve available space at the FWCC, then the Bureau shall provide a written request to the City stating the basis for such a request along with the requested dates. The Director shall provide a written response to the Bureau's request.

(c) Should the Bureau's requested dates conflict with existing tentative or definite convention hold on space for the period beyond 18 months from the date of the first use, the Bureau shall communicate in writing to the Director and indicate which convention group is to be given first, second, or third Priority Status for those dates in case of cancellation of the tentative convention hold. It will be the Bureau's responsibility to communicate with the client or prospective client the Priority Status that has been assigned to that particular group's requested dates at the FWCC for convention space and any changes to an existing convention group's status.

(d) The Bureau will continue to pay the costs of any additional software licenses, maintenance costs, and other expenses related to allowing the Bureau to have the rights to electronically view dates at the FWCC.

(iii) Will Rogers Memorial Center. The status of event dates at the WRMC shall be the sole responsibility of the Public Events Department.

9.04 Registration. During events, the Bureau shall provide staffing and facilities for registration assistance and services, publicity materials, attendance, and facility information to associations, organizations, or groups convening or holding meetings in the City pursuant to the standard operating procedures of the Bureau. The Bureau follows specified guidelines in providing assistance to groups, mostly based on the number of rooms booked.

9.05 Performance Measurements. The following criteria shall be used for measurement purposes in order to determine the success of the adopted Marketing Plan:

- (i) Total Combined Sales:
  - a. Total Number of Events Booked
  - b. Definite Room Nights Contracted
  - c. Total Room Night Leads
- (ii) Convention Meeting Sales
  - a. Total # Events Booked
  - b. Definite Room Nights Contracted
  - c. Total Room Night Leads
- (iii) Sports

- a. Total # Events Booked
- b. Definite Room Nights Contracted
- c. Estimated Room Nights
- (iv) Marketing / Public Relations
  - a. Website Unique Visitors
  - b. Social Media Engagement
  - c. Email Engagement %
  - d. Placed Stories
  - e. Customer Awareness %
- (v) Meeting Services
  - a. Customer Experience / Net Promoter Score

(vi) The following criteria shall be used for reporting purposes based only on data obtained from City Public Facilities:

- (a) Rental Revenue
- (b) Food and Beverage Revenue
- (c) Exhibit Hall occupancy
- (d) Arena occupancy

(ix) All criteria listed in Subsection 8.05(i)-(viii) above shall be tracked and reported on a yearly basis to the City in written form by the Bureau on or before October 31 of each year as part of the Bureau's Annual Report as described herein. Throughout the life of this Agreement, the Bureau and the City agree to review all of the reporting criteria contained in Subsection 8.05 at least annually to ensure that the reported data continues to meet the parties' evolving needs. The review will examine on-going suitability and efficacy of the criteria, reporting relationships, decision points as well as control and accountability factors to determine the applicability and appropriateness of each of the criteria. If the parties determine changes to the criteria are necessary, they shall undertake an amendment to this Agreement to memorialize any such changes.

9.06 Whenever feasible, the Bureau and the City will hold regular weekly sales meetings involving the sales teams of the Bureau and the City to discuss business opportunities involving the City Public Facilities.

## **10. POST-IMPLEMENTATION OF MARKETING PLAN Records, Accounting, Reports, and Other Requests**

10.01. To the extent the Bureau receives funds from the City's hotel occupancy tax, such funds shall be kept in one or more separate accounts established for purposes of maintaining hotel occupancy tax revenue.



Funds derived from the hotel occupancy tax may not be commingled with any funds that the Bureau holds or receives from any other source. The Bureau must maintain complete and accurate financial records of each expenditure of the hotel occupancy tax and, on request, of the City or any other person, shall make the records available for inspection and review to the City or other persons.

10.02 In order for the City to monitor the Work and services provided for herein and any criteria now or later mutually developed, the Bureau shall, on or before October 31 of each year, submit an annual report of activities and results of the overall Marketing Plan for the preceding Fiscal Year (“Annual Report”). This Annual Report shall include, but not be limited to, the following: a detailed breakdown of activities undertaken and a summary of benefits obtained by the programs, a detailed breakdown of activities related to marketing activities of the City to multi-cultural markets, financial reports pertinent to the scope of the Work as required by the City in this Agreement, and any additional reports and analysis required by this Agreement.

10.03 The Bureau shall provide the City Manager’s Office and the Director with quarterly reports containing detailed information on performance of the Work, including, but not limited to, the same information required for the Annual Report, performance reports listing all groups and/or events added to City Public Facilities schedules in that quarter, the information required in Section 8.05, and a list of expenditures made by the Bureau. The reports shall include year-to-date comparisons, including definite future room nights booked and projected future revenues for City Public Facilities relative to the same time period in previous years (but at least to include the previous year). Quarterly reports shall be submitted on or before January 31, April 30, and July 31 for the preceding quarter.

10.04 All reports will be published and distributed at all Bureau Board Meetings. The Bureau shall also provide the City with any reports or documentation required by the City as part of this Agreement or that may be required pursuant to federal or state law as such laws may be amended from time-to-time during the term of this Agreement.

10.05 All requests by the Bureau to the City for funds, services, or other items of value shall be directed in writing for approval to the City Manager or a designated assistant city manager, or the Director of Public Events, prior to submission to the City Council.

10.06. If the Bureau enters into a written contract with a subgrantee pursuant to Section 5.05(i)(1) of this Agreement, the Bureau must require the subgrantee to do the following:

- (i) at least annually make periodic reports to the City of all of its expenditures from the hotel occupancy tax; and
- (ii) make records of its expenditures available for review to the City or any other person.

**11.**  
**BOARD OF DIRECTORS**

11.01. Three City Council members or appointees shall serve as voting members of the Bureau's Board of Directors with at least one of these individuals also serving on the Bureau's Executive Committee. The City Manager shall serve as an Ex-Officio non-voting member of the Executive Committee. Additionally, the City Manager, designated assistant city manager, and the Director shall serve as Ex-Officio, non-voting members of the Bureau's Board of Directors. The remaining members of the Bureau's Board shall be appointed as specified in the Articles of Incorporation and the Bylaws of the Bureau.

**12.**  
**CITY LOGO, TRADE AND SERVICE MARKS**

12.01 The Bureau acknowledges that the City Council has adopted and copyrighted as its logo "Molly" the longhorn steer, which may be used on the Bureau's stationery, bulletins, displays, posters, and media and press releases, provided that all such use must comply with all City policies regarding authorized uses and approved colors and graphics as those policies exist now or may exist in the future. The City shall provide the Bureau with a copy of the Molly Logo Use Policy upon request.

12.02 The Bureau acknowledges that the City Council has commissioned and registered as a federal trademark the logo "Fort Worth Herd" including a stylized longhorn steer "brand" depicting the characters "F" and "W" ("Herd Logo"), as shown in Exhibit "C," which is attached hereto and incorporated herein for all purposes as though it were set forth at length. The Bureau may use the Herd Logo on stationery, bulletins, displays, posters, and media and press releases. In using the Herd Logo, the Bureau shall conform with City policies regarding authorized uses and approved colors and graphics. In addition, the Bureau may use or license for use the Herd Logo on merchandise, provided, however, that such merchandise be of a quality and character that does not diminish the value of the trademark or compromise the integrity of the Herd program and that such use is consistent with the City's registration document as shown in Exhibit "C." Any such use of the Herd Logo must be approved in writing by the Director prior to production of any merchandise.

12.03 In conjunction with administration, management, and ensuring operation of the Herd program, the Bureau shall be assigned and licensed use of the internet web addresses [www.fortwortherd.com](http://www.fortwortherd.com), [www.fortworthherd.org](http://www.fortworthherd.org), [www.fwherd.com](http://www.fwherd.com), and [www.fwherd.org](http://www.fwherd.org), which shall at all times remain the sole

property of the City. Personnel in the City's Information Technology Solutions Department shall coordinate with the Bureau to assist with any issues if these addresses direct individuals to a City webpage instead of an appropriate Herd-specific page maintained by or on behalf of the Bureau.

12.04 The Bureau may use any other trade or service marks of the City in connection with its performance of the Work, provided that the City has authorized such use.

### **13. AUDIT**

13.01. The Bureau shall maintain complete and accurate books and records of its activities and finances, which the City may audit at any time upon five business days' advance notice. The Bureau agrees that the City will have the right to audit the financial and business records of the Bureau that relate to the Work and services to be and performed under this Agreement (collectively "Records") at any time during the Term of this Agreement and for three (3) years thereafter in order to determine compliance with this Agreement. Throughout the Term of this Agreement, and for three (3) years thereafter, the Bureau shall make all Records available to the City at the office of the City Manager or at another location in the City acceptable to both parties following reasonable advance notice by the City and shall otherwise cooperate fully with the City during any audit. Notwithstanding anything to the contrary herein, this Section shall survive expiration or earlier termination of this Agreement. All expenditures from funds provided to the Bureau hereunder shall be made in accordance with the annual Marketing Plan and budget submitted each year pursuant to this Agreement. It is understood and agreed that, upon the acceptance of funds hereunder, a fiduciary duty is created in the Bureau with respect to the expenditure of such funds.

13.02 The Bureau shall engage an independent firm of certified public accountants to audit its annual financial statements and shall deliver to the City Manager's Office a copy of its audited annual financial statements consisting of a balance sheet, an income statement, a statement of cash flows, and notes to the financial statements no later than 120 days after the end of each Fiscal Year. The Engagement Letter from the independent firm of certified public accountants shall contain a statement that the Bureau shall receive a copy of all audit work papers produced either by the client or the firm during the annual audit of the financial statements. The notes to the audited annual financial statements shall contain a detailed breakdown of revenues by source and expenditures by category. In addition to the audited annual financial statements, the Bureau shall at the same time deliver a copy of all audit work papers that underlie the audited annual financial statements. Within 30 days after the end of each quarter in the Fiscal Year, the Bureau shall deliver to the City Manager's Office the following information regarding the quarter that has just ended:

(i) written report of the Bureau's expenditures relating to the Work; and (ii) un-audited financial statements including, at a minimum, a balance sheet and an income statement.

#### **14. INSURANCE**

14.01. The Bureau shall carry insurance in types and amounts set forth in Exhibit "D," which is attached hereto and incorporated herein for all purposes, for the duration of this Agreement.

#### **15. TERMINATION**

15.01. Either party may terminate this Agreement without cause upon ninety (90) days written notice to the other party.

15.02. In the event of termination or expiration of this Agreement, the City and the Bureau shall reconcile any remaining payments to be made under this Agreement within ninety (90) days after the effective date of termination or expiration.

15.03. In the event of termination or expiration of this Agreement, the City shall honor written commitments to provide convention support services made by the Bureau to convention and meeting planners, which commitments were made pursuant to the terms of this Agreement prior to its termination. Such agreements to be honored by the City will include contracts entered into in the normal course of operation and will also include office equipment, automobile leases, office space leases, and other administrative requirements. However, the Bureau may not, without the prior written consent of the City (which shall not be unreasonably withheld), enter into a real estate lease, employment contract, or contract for an amount in excess of Ten Thousand Dollars (\$10,000.00) with a term that exceeds the remainder of the renewal term of this Agreement. Payments made pursuant to the terms of this paragraph shall be made from, and shall not exceed, the total of funds appropriated for payments under this Agreement.

15.04. Upon expiration or termination hereof for any reason, the Bureau shall cooperate with the City to ensure a smooth transition and completion of the Work. Without limiting the generality of the foregoing, the Bureau shall promptly, but not more than sixty (60) days following termination, turn over to the City without charge all uncommitted Hotel Occupancy Tax Revenue as well as all other City contributed revenues funds (including the balance of reserve fund) and all property purchased with Hotel Occupancy Tax Revenue or the City provided funds and, upon request, shall assign to the City all contracts, rights, and claims relating to the Work. Termination of this Agreement shall not impair the rights of the City under

state law, the Articles of Incorporation or Bylaws of the Bureau or under any other contract between the City and the Bureau.

15.05. At the time this Agreement ends, whether by expiration or earlier termination, the Bureau shall surrender to the City all property and monies described under the Section pertaining to the Herd in the manner prescribed by subsection 14.04 for property and monies associated with hotel occupancy tax revenues.

## **16. INDEPENDENT CONTRACTOR**

16.01. It is expressly understood and agreed that the Bureau shall operate as an independent contractor in each and every respect hereunder and not as an agent, representative, or employee of the City. The Bureau shall have the exclusive right to control all details and day-to-day operations relative to this Agreement and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. The Bureau acknowledges that the doctrine of *respondeat superior* will not apply as between the City and the Bureau, its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. The Bureau further agrees that nothing in this Agreement will be construed as the creation of a partnership or joint enterprise between the City and the Bureau.

16.02. The City is not and shall not be liable for any of the Bureau's debts or obligations, including any operating deficit that may arise. The Bureau shall not hold itself out as an agent of the City nor in any way purport to bind the City with respect to any contract or other obligation.

## **17. INDEMNITY**

**17.01 THE BUREAU AGREES TO AND DOES HEREBY DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, REPRESENTATIVES, AGENTS, SERVANTS, AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS, AND EXPENSES OF ANY KIND OR CHARACTER, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING, BUT NOT LIMITED TO, DEATH, THAT MAY RELATE TO, ARISE OUT OF, OR BE OCCASIONED BY: (i) THE BUREAU'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT; OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF THE BUREAU, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS (OTHER THAN THE CITY), OR SUBCONTRACTORS, RELATED TO THIS AGREEMENT OR THE PERFORMANCE OF THIS**

***AGREEMENT, AND IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OF BOTH THE BUREAU AND THE CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.***

**18.  
REVIEW OF COUNSEL**

18.01 The parties acknowledge that each party and its counsel have had the opportunity to review and revise this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

**19.  
VENUE AND JURISDICTION**

19.01. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

**20.  
BUREAU ARTICLES OF INCORPORATION AND BYLAWS**

20.01. The City shall have the right to approve any proposed changes to the Bureau's Articles of Incorporation or Bylaws.

**21.  
NOTICES**

21.01. All notices required or permitted under this Agreement may be given to a party personally, by facsimile, or by mail, addressed to such party at the address stated below or to such other address as one party may from time to time notify the other in writing. If more than one entity is named in this contract, service of any notice on any one of the entities shall be deemed service on all entities. Any notice so given shall be deemed to have been received when deposited in the United States mail so addressed with postage prepaid:

CITY:

William Johnson, Assistant City Manager  
City of Fort Worth  
1000 Throckmorton Street  
Fort Worth, Texas 76102

FORT WORTH CONVENTION AND  
VISITORS BUREAU:

Robert Jameson  
111 W. 4th Street, #200  
Fort Worth, Texas 76102  
Facsimile Number: 817-336-3282

Facsimile Number: 817-392-6134

With copy to:

City Attorney  
City of Fort Worth  
1000 Throckmorton Street  
Fort Worth, Texas 76102  
Facsimile Number: 817-871-8359

Michael E Crum  
Director, Public Events Department  
City of Fort Worth  
1201 Houston St.  
Fort Worth, Texas 76102

**22.**

**CONTRACT ADMINISTRATION**

22.01. This Agreement shall be administered by the City through its City Manager's Office, and all communications from the Bureau to the City concerning this Agreement and the Work shall be directed to the City Manager and/or his or her designated assistant city manager, unless otherwise specified herein. The Bureau shall deliver to such City Manager or designated assistant city manager simultaneously a copy of any notice required by this Agreement or such bylaws to be delivered to another City official.

**23.**

**SUCCESSORS AND ASSIGNS**

23.01. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, except as otherwise provided in this contract, their assigns.

**24.**

**SEVERABILITY**

24.01. In case any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this contract shall be considered as if such invalid, illegal, or unenforceable provisions were never contained herein.

**25.**

**COMPLIANCE WITH LAWS, ORDINANCES, RULES, AND REGULATIONS**

25.01. This Agreement will be subject to all applicable federal, state, and local laws, ordinances, rules, and regulations, including, but not limited to, all provisions of the City's Charter and ordinances, as amended.

**26.**  
**GOVERNMENTAL POWERS**

26.01. It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers.

**27.**  
**CAPTIONS.**

27.01. Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

**28.**  
**AMENDMENT**

28.01. This Agreement cannot be modified or amended without the written consent of all the parties hereto and attached and made a part of this Agreement.

**29.**  
**FISCAL FUNDING OUT**

29.01. If, for any reason, at any time during any term of this Agreement, the City Council fails to appropriate funds sufficient for the City to fulfill its obligations under this Agreement, the City may terminate this Agreement pursuant to Section 14 of this Agreement following: (i) delivery by the City to the Bureau of written notice of the City's intention to terminate; or (ii) the last date for which funding has been appropriated by the City Council for the purposes set forth in this Agreement.

**30.**  
**EXECUTION**

30.01. This Contract may be executed in multiple counterparts, each of which will be deemed an original, but which together will constitute one instrument.

**31.**  
**SIGNATURE AUTHORITY**

31.01 The person signing this Agreement hereby warrants that he or she has the legal authority to execute this Agreement on behalf of his or her respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

**32.**  
**ENTIRE AGREEMENT**

32.01 This Agreement, including its exhibits, attachments and applicable City-approved Marketing Plan and budgets, represents the entire agreement between the parties regarding the subject matter hereof, and



there are not other representations, understandings, or agreements between the parties relative to such subject matter.

**IN WITNESS WHEREOF**, the City of Fort Worth and the Fort Worth Convention and Visitors Bureau have caused this Agreement to be executed and delivered by their duly authorized representatives in Fort Worth, Tarrant County, Texas on \_\_\_\_ day of \_\_\_\_\_, 2023.

[Executed effective as of the date signed by the Assistant City Manager below.] / [ACCEPTED AND AGREED:]

|   |  |
|---|--|
| <b>City:</b><br><br>By: _____<br>Name: <b>William Johnson</b><br>Title: Assistant City Manager<br><br>Date: _____ | <b>Fort Worth Convention and Visitors Bureau:</b><br><br>By: _____<br>Name: _____<br>Title: _____<br><br>Date: _____ |
|---|--|

**CITY OF FORT WORTH INTERNAL ROUTING PROCESS:**

|  |  |
|--|--|
| <b>Approval Recommended:</b><br><br>By: _____<br>Name: <b>Michael E. Crum</b><br>Title: <b>Director of Public Events</b><br><br><b>Approved as to Form and Legality:</b><br><br>By: _____<br>Name: <b>Taylor C. Paris</b><br>Title: Assistant City Attorney<br><br><b>Contract Authorization:</b><br><b>M&amp;C:</b> _____ | <b>Contract Compliance Manager:</b><br>By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.<br><br>By: _____<br>Name: _____<br>Title: _____<br><br><b>City Secretary:</b><br><br>By: _____<br>Name: Jannette S. Goodall<br>Title: City Secretary |
|--|--|

**Exhibit A**  
Operational Policies of the Herd

- A.1. Department Policy: Humane Treatment of Livestock Used in the Fort Worth Herd Program (February 1, 1999)
- A.2. Department Policy: Horse Management and Use Policy (February 1, 1999; Revised February 2, 2000)
- A.3. Department Policy: Special Appearance Fees for the Fort Worth Herd (May 10, 2000)
- A.4. Department Policy: Photography Sessions for the Fort Worth Herd (May 10, 2000)
- A.5. Department Policy: Management and Utilization of Period Clothing and Accessories for Use in the Fort Worth Herd Program (February 2, 2000)
- A.6. Department Policy: Daily Drive Delays and Cancellations (January 1, 2001)
- A.7. Department Policy: Management of Accompanying Riders with Cattle Drives (February 1, 1999)

## A.1

### DEPARTMENT POLICY

---

### PARKS AND COMMUNITY SERVICES

#### NAME OF POLICY: HUMANE TREATMENT OF LIVESTOCK USED IN THE FORT WORTH HERD PROGRAM

page 1 of 1

EFFECTIVE DATE: February 1, 1999

Approved by Director

---

I. Purpose

To establish a policy to govern the management and utilization of livestock (horses and cattle) acquired for use in the Fort Worth Herd Program.

II. Objectives

- A. A paramount goal of the Program is the safe and humane treatment of all livestock.
- B. To establish policy and criteria for persons authorized to care for and manage livestock.

III. Policy Mandates

- A. Employees of the Fort Worth Herd Program are directly responsible for the care, safety, and humane treatment of all livestock (horses and cattle) involved in the Program.
- B. Such care includes feeding and health maintenance which include worming, vaccinations, hoof care, and general wellbeing.
- C. Feed shall meet all nutritional requirements to maintain livestock in good condition
- D. Forage (hay) shall be of type normal to feeding of livestock and inspected as to quality. In no case, will substandard quality be substituted.
- E. Any additional supplements needed, as recommended by a licensed veterinarian, shall be provided.
- F. All livestock shall be monitored daily in regards to appetite and general soundness. Any abnormality shall be brought to the attention of the Trail Boss and appropriate course of action taken to restore livestock to full health. When warranted, veterinarian services shall be called upon in a timely manner.
- G. A clean supply of fresh water shall be available to animals in quantity to insure no animal is duly stressed. Particular attention shall be required in summer months. Winter months require water to ice free and of temperature to insure adequate daily intake.
- H. Any training of livestock shall be done so as to minimize stress and reduce risk of injury to all animals involved. At no time will abuse of livestock be tolerated, either intentional or through neglect or oversight. Any allegations of same shall be immediately investigated by the Trail Boss and/or other supervisory personnel. If charges are substantiated, employee shall be subject to disciplinary action up to and including termination.
- I. At all time, all employees are to be aware of safety and humane treatment of all livestock. Any employee is expected to immediately make known any safety or humane factors involving livestock to the Trail Boss, or appropriate supervisor.

*Approved by the Parks and Community Services Advisory Board on April 18, 2000*

*Approved by City Council, M&C G-12910, on May 9, 2000*

## A.2

### DEPARTMENT POLICY

### HORSE MANAGEMENT AND USE POLICY

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## PARKS AND COMMUNITY SERVICES

EFFECTIVE DATE: February 1, 1999  
Revised February 2, 2000

page 1 of 2

#### Approved by Director

---

I. Purpose:

To establish a policy to govern the management and utilization of horses acquired for use in the Fort Worth Herd Program (the Program).

II. Objectives:

- A. The most important goal of the Program is the safe and humane treatment of the livestock. Therefore, it is an objective of the Program to ensure the appropriate use and management of horses assigned to the Program.
- B. To establish policy and criteria for persons authorized to ride, sit on and maintain the horses.
- C. To ensure that management and use of Program horses is in accordance with coverage provided by outside insurance agencies.

III. Policy Mandates:

- A) Only employees of the City of Fort Worth associated with the Program shall be allowed to ride, sit on or maintain the horses.
- B) No employee, citizen, docent or volunteer shall be allowed to ride or sit on a horse at any time without the expressed written authorization of the Parks and Community Services Department Director.
- C) For any individuals who according to Section III B and III F may not be allowed to ride or sit on a Program horse, Program staff will provided referrals to licensed horse riding rental operations. It shall be understood that the City does not endorse any of the referrals and is not liable for any actions, which may occur as the result of this referral. In these instances, the proposed rider shall be required to participate in a one (1) hour training and assessment session prior to the event. The final determination on whether the proposed rider may ride, in the event, will be the sole responsibility of the Program Trail Boss.
- D) In the event an individual is approved to ride in an event, a waiver of liability to the City of Fort Worth and the Program shall be required at least three days prior to the event.
- E) In no event shall riding or training occur on an ongoing basis for anyone not directly employed as part of the Program.

## DEPARTMENT POLICY

---

### PARKS AND COMMUNITY SERVICES

**NAME OF POLICY: HORSE MANAGEMENT AND USE  
POLICY**

page 2 of 2

**EFFECTIVE DATE:**

**Approved by Director**

---

- F) As part of Section IIIB, no elected officials, family members, business associates, friends or acquaintances shall be allowed to ride or sit on any Program horse at any time. Those wishing to ride a horse must do so in accordance with Section III. C.
- G) The Program staff shall not be required to use or provide for the use of their own personal horses to accommodate riders.
- H) Program horses are the property of the City of Fort Worth and as such are subject to all policies and procedures governing city-owned property.
- I) Exceptions to this policy shall not occur.

Revised November 29, 1999

## A.3

### DEPARTMENT POLICY

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### PARKS AND COMMUNITY SERVICES

#### NAME OF POLICY: SPECIAL APPEARANCE FEES FOR THE FORT WORTH HERD

page 1 of 3

EFFECTIVE DATE: May 10, 2000

Approved by Director

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I. Purpose

To establish a policy and fees for special appearances by employees and livestock associated with the Fort Worth Herd Program.

II. Objectives

- A. The Fort Worth Herd program serves as a symbol of Fort Worth's proud heritage and history in the cattle industry and its impact on the growth and development of the City. In addition to conducting daily cattle drives in the historic Stockyards District, the Parks and Community Services Department has established a structure for conducting special appearances of the Fort Worth Herd to further promote this legacy.
- B. To establish a fee structure for special events that will generate revenue for the educational, promotional and/or other components of the program.
- C. To ensure that special appearances are conducted in a way as to not interfere with the primary program of daily drives.

III. Policy Mandates

- A. Special events and appearances require prior approval by the Department Head. Requests for special events and appearances must be received sixty (60) days prior to the event.
- B. Request for appearances must be in writing and should contain the following information:
  - 1) Date, time and location of event.
  - 2) Number of staff and livestock requested
  - 3) A brief description and purpose of the event
  - 4) Contact person and phone number
- C. If the event or appearance requires livestock and/or equipment, the City of Fort Worth requires a certificate of insurance for commercial general liability, which provides bodily injury, and property damage coverage at limits not less than \$1,000,000 combined single limit per occurrence. The City of Fort Worth and the official support group shall be named as additional insured on the certificate, listing the date(s) and location of the event.
- D. The Fort Worth Herd office must receive the insurance certificate at least three (3) business days prior to the event.
- E. Requests for appearances or special events will be booked on a first come, first serve basis. The Public Education Specialist for the Fort Worth Herd will be responsible for maintaining appearance and event schedules.

IV. Fee Structure

- A. Fees are non-negotiable and due thirty (30) days prior to the event. Failure to receive fees by the deadline will result in cancellation of the event or appearance.

## DEPARTMENT POLICY

### PARKS AND COMMUNITY SERVICES

#### NAME OF POLICY: SPECIAL APPEARANCE FEES FOR FORT WORTH HERD

page 2 of 3

EFFECTIVE DATE: May 10, 2000

Approved by Director

- B. Fees are structured to allow for full cost recovery of direct costs plus an amount that supports the educational, promotional and/or other components of the program. They are as follows:
- |                              |                              |
|------------------------------|------------------------------|
| Staff (normal working hours) | \$20/person/hour             |
| Staff (after hours)          | \$30/person/hour             |
| Livestock                    | \$20/animal                  |
| Delivery and Set-up          | \$100                        |
| Administration               | 28.25% of total direct costs |
| Appearance fee (non-profit)  | \$250                        |
| Appearance fee (for-profit)  | \$500                        |
- C. Any event or appearance requesting livestock will require that two paid staff accompany the livestock for handling purposes. All events and appearances will be booked in one hour increments with a two hour minimum. Travel time to and from the event will be included in the fee. The delivery and set-up charge applies to events and appearances within a thirty (30) mile radius of the Fort Worth Stockyards. For events outside the thirty (30) mile radius an additional charge of \$2.00 per each additional mile will be added. Travel is limited to Tarrant and the adjoining counties unless approved by the Director of the Parks and Community Services Department.
- D. Non-profit rates apply to those organizations registered with the Internal Revenue Service as a 501-C3.
- E. All fees will be collected by the "Outriders", the official support group for the Fort Worth Herd. The "Outriders" will reimburse the City for all direct costs including administration. The remaining funds will be used to support the educational, promotional and/or other components of the program. The Director of the Parks and Community Services Department must approve expenditure of the remaining funds.
- F. Salaried personnel are available at no cost for presentations to civic and business groups outlining details of the program.
- V. Cancellations
- A. When the requestor chooses to cancel an appearance or event, a letter detailing the reason for the cancellation must be submitted to the Fort Worth Herd Office as soon as the decision is made.
- B. If the event is cancelled due to inclement weather or for personal reasons, i.e., death or illness, the event holder has thirty (30) days to request a refund. This request may be submitted to the Fort Worth Herd Office in writing or by phone call.
- C. Cancellation refunds are as follows:
- |  |                                 |
|--|---------------------------------|
| Ten business days or more prior to the event | Refund 75% of fee               |
| Less than ten business days                  | Refund 50% of fee               |
| Cancelled due to inclement weather           | Reschedule or refund 75% of fee |

Event holder shall comply with all Federal, State and local laws, regulations and ordinances. In the event any law regulation or ordinance becomes effective after the approval of the Parks and Community Services Department



## DEPARTMENT POLICY

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### PARKS AND COMMUNITY SERVICES

#### NAME OF POLICY: SPECIAL APPEARANCE FEES FOR FORT WORTH HERD

page 3 of 3

**EFFECTIVE DATE:** May 10, 2000

**Approved by Director**

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(PACSD) Policy; the Event Holder is required to comply with the new policy. Any mandates requiring the City to comply with the new guidelines will also require the PACSD to comply.

The Director of the PACSD reserves the right to deny appearances by the Fort Worth Herd to any requesting entity at his/her sole discretion. The only exception to this policy include events for the Southwestern Exposition and Livestock Show and qualified events sponsored by the Fort Worth Convention and Visitors Bureau and the Historic Fort Worth Stockyards.

*Approved by the Parks and Community Services Advisory Board on April 18, 2000*

*Approved by City Council, M&C G-12910, on May 9, 2000*

**DEPARTMENT POLICY**

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**PARKS AND COMMUNITY SERVICES**

**NAME OF POLICY: PHOTOGRAPHY SESSIONS FOR  
THE FORT WORTH HERD**

page 1 of 1

**EFFECTIVE DATE:** May 10, 2000 **Approved by Director**

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I. Purpose

To establish a policy and fees for photography sessions by employees and livestock associated with the Fort Worth Herd Program.

II. Objectives

- A. The Fort Worth Herd program serves as a symbol of Fort Worth's proud heritage and history in the cattle industry and its impact on the growth and development of the City. In addition to conducting daily cattle drives in the historic Stockyards District, the Parks and Community Services Department has established a structure for photography sessions of the Fort Worth Herd to further promote this legacy.
- B. To establish a fee structure for photography sessions that will generate revenue for the educational, promotional and/or other components of the program.
- C. To ensure that photography sessions are conducted in a way as to not interfere with the primary program of daily drives.

III. Policy Mandates

- A. As a matter of course, no fees or use restrictions for photographs of the Fort Worth Herd livestock and/or staff will be assessed for photography that does not interfere with the operations and schedule of the daily cattle drives.
- B. Photography sessions that require the dedicated presence of staff and livestock off site shall be subject to the Fort Worth Herd Special Appearance policy and its fees.
- C. Photography sessions that require the dedicated presence of staff but are held on site in the Stockyards during normal working hours are subject only to an appearance fee of \$500 for profit and \$250 for non-profit.
- D. Photography sessions that require the dedicated presence of staff and livestock shall take place primarily between the hours of 8 am to 10 am or 1 pm to 3 pm seven days a week. Photography sessions held before 8 am or after 5 pm are permitted in accordance with the Special Appearance Policy and its fees.
- E. Photographs must be used in such a way that they portray the city of Fort Worth and Fort Worth Herd livestock and staff in a positive manner. Individuals and organizations will be required to sign a written agreement that states that they will not imply any type of endorsement by the Fort Worth Herd or the City of Fort Worth.
- F. The Director of the PACSD reserves the right to deny photography sessions with the Fort Worth Herd to any requesting entity at his/her sole discretion. The only exception to this policy is qualified photography sessions sponsored by the Historic Fort Worth Stockyards, the Southwestern Exposition and Livestock Show and the Fort Worth Convention and Visitors Bureau.
- G. The Special Appearance Policy is attached hereto and incorporated herein.

*Approved by the Parks and Community Services Advisory Board on April 18, 2000*

*Approved by City Council, M&C G-12910, on May 9, 2000*

A.5

DEPARTMENT POLICY

HORSE MANAGEMENT AND USE  
POLICY

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PARKS AND COMMUNITY SERVICES

EFFECTIVE DATE: February 1, 1999  
Revised February 2, 2000

page 1 of 2

Approved by Director

---

I. Purpose:

To establish a policy to govern the management and utilization of horses acquired for use in the Fort Worth Herd Program (the Program).

II. Objectives:

- A. The most important goal of the Program is the safe and humane treatment of the livestock. Therefore, it is an objective of the Program to ensure the appropriate use and management of horses assigned to the Program.
- B. To establish policy and criteria for persons authorized to ride, sit on and maintain the horses.
- C. To ensure that management and use of Program horses is in accordance with coverage provided by outside insurance agencies.

III. Policy Mandates:

- A) Only employees of the City of Fort Worth associated with the Program shall be allowed to ride, sit on or maintain the horses.
- B) No employee, citizen, docent or volunteer shall be allowed to ride or sit on a horse at any time without the expressed written authorization of the Parks and Community Services Department Director.
- C) For any individuals who according to Section III B and III F may not be allowed to ride or sit on a Program horse, Program staff will provided referrals to licensed horse riding rental operations. It shall be understood that the City does not endorse any of the referrals and is not liable for any actions, which may occur as the result of this referral. In these instances, the proposed rider shall be required to participate in a one (1) hour training and assessment session prior to the event. The final determination on whether the proposed rider may ride, in the event, will be the sole responsibility of the Program Trail Boss.
- D) In the event an individual is approved to ride in an event, a waiver of liability to the City of Fort Worth and the Program shall be required at least three days prior to the event.
- E) In no event shall riding or training occur on an ongoing basis for anyone not directly employed as part of the Program.

**DEPARTMENT POLICY**

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**PARKS AND COMMUNITY SERVICES**

**NAME OF POLICY: HORSE MANAGEMENT AND USE  
POLICY**

**page 2 of 2**

**EFFECTIVE DATE:**

**Approved by Director**

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- F) As part of Section IIIB, no elected officials, family members, business associates, friends or acquaintances shall be allowed to ride or sit on any Program horse at any time. Those wishing to ride a horse must do so in accordance with Section III. C.
- G) The Program staff shall not be required to use or provide for the use of their own personal horses to accommodate riders.
- H) Program horses are the property of the City of Fort Worth and as such are subject to all policies and procedures governing city-owned property.
- I) Exceptions to this policy shall not occur.

Revised November 29, 1999

**DEPARTMENT POLICY**

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**PARKS AND COMMUNITY SERVICES**

**NAME OF POLICY: DAILY DRIVE DELAYS AND CANCELLATIONS**

page 1 of 2

**EFFECTIVE DATE:** January 1, 2001

**Approved by Director**

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**Purpose**

It is the intent of the Fort Worth Herd to conduct cattle drives in the Historic Fort Worth Stockyards each day at 11:30 a.m. and 4:00 p.m. On occasion, inclement weather factors could jeopardize the safety of the viewing public, staff, and livestock. This policy outlines conditions for which the daily drive could be delayed or even cancelled.

**Conditions to Consider**

1. Freezing rain, sleet or snow rendering the street surface icy.
2. Thunderstorms with lightning, heavy rains and/or hail.
3. Tornado warnings issued for Tarrant County.
4. Extremely low temperatures and wind chill factors where prolonged exposure is not advised.

**Procedures**

1. The Trail Boss or Top Hand in charge will monitor forecasts from the National Weather Service to determine if impending weather conditions could cause the drive to be delayed or cancelled.
2. If possible, the decision to delay or cancel the drive should be made by 9:00 a.m. however, the Trail Boss or Top Hand in charge has authority to delay or cancel the drive at anytime.
3. When the decision is made to delay or cancel the drive, the proper signage should be displayed informing the viewing public. The Trail Boss or Top Hand in charge shall contact the following by phone:
  - Immediate Supervisor
  - Stockyards Station
  - Stockyards Visitors Center
  - Fort Worth Convention and Visitors Bureau
  - Fort Worth Police Department Mounted Patrol
4. Options in lieu of the daily drive include moving the cattle to Cowtown Coliseum for display and interaction with the viewing public. This option requires prior approval from Cowtown Coliseum management.

## DEPARTMENT POLICY

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### PARKS AND COMMUNITY SERVICES

#### NAME OF POLICY: DAILY DRIVE DELAYS AND CANCELLATIONS

page 2 of 2

EFFECTIVE DATE: January 1, 2001

Approved by Director

5. The above conditions could also affect street interaction. The Trail Boss or Top Hand in charge shall determine when it is appropriate to limit interaction on the street.
6. The decision to delay or cancel the drive rests with the Trail Boss or Top Hand in charge inclusive or exclusive of any conditions set forth above.

**DEPARTMENT POLICY**

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**PARKS AND COMMUNITY SERVICES**

**NAME OF POLICY: MANAGEMENT OF  
ACCOMPANYING RIDERS WITH  
CATTLE DRIVES**

page 1 of 2

**EFFECTIVE DATE:** February 1, 1999

**Approved by Director**

---

I. Purpose

To establish a policy to govern the management of accompanying riders in conjunction with cattle drives of the Fort Worth Herd program.

II. Objectives

- A. The most important goal of the program is the safety of the people and property and the humane treatment of the livestock. Therefore, it is an objective of the Program to insure effective management of any riders that desire to accompany the cattle drives.
- B. To establish policy and criteria for persons authorized to accompany any cattle drive.

III. Policy Mandates

- A. Only employees of the City of Fort. Worth directly or indirectly assigned to the Program shall be allowed to interface with the cattle on any cattle drive.
- B. No employees, citizens, docent or volunteer shall be allowed to interface with the cattle on a cattle drive without the expressed written authorization of the Parks and Community Services Department Director.
- C. From time to time, special events or programs may call for **trailing** of cattle by an employee of the City of Fort Worth, not directly related to the Program and/or an elected or appointed official or official guest or dignitary of the City. In these instances, the proposed rider shall be required to participate in a one (1) hour training and assessment session prior to the event. The final determination on whether the rider may interface with the cattle, in the event, will be the sole responsibility of the Program Trail Boss.
- D. In the event an individual is approved to ride and interface with cattle in an event, a waiver of liability to the City of Fort Worth and the Program shall be required at least three (3) days prior to the event. Furthermore, the approved rider must provide their own mount and tack.
- E. In no event shall riding and interfacing with/or in the cattle drive on an on going basis for anyone not directly employed as part of the Program be allowed.
- F. Fees for riding in the program may be assessed at the discretion of the Parks and Community Services Director. Such fees shall address any direct cost and a fair return for the privilege to ride.
- G. Exception to this policy shall not occur.

*Approved by the Parks and Community Services Advisory Board on April 18, 2000*

*Approved by City Council, M&C G-12910, on May 9, 2000*

## Exhibit B

### City-owned Equipment for the Herd

**THE FORT WORTH HERD**  
 131A East Exchange St., 76164

**WORKPLACE INVENTORY CONTROL, YEAR 2013**

**SITE: HERD PROGRAM**

*Please make any changes - additions, deletions, or corrections Please provide as much information as possible*

Kristin Jaworski, Trail Boss 817-336-4373  
 Contact Person & Phone Number

Brenda Taylor/Kristin Jaworski  
 Prepared By

5/22/2013  
 Date

| ASSET / PRODUCT  | MANUFACTURER BRAND NAME | MODEL/TYPE    | SUPPLIER          | # IN STOCK | YR/VALUE           | Updates    |
|--|-------------------------|---------------|-------------------|------------|--------------------|------------|
|  |                         |               |                   |            | Per Item           |            |
| <b>Equipment</b>   |                         |               |                   |            |                    |            |
| John Deere Tractor EQ #611-0018 VINLV52105123612           | John Deere              | 5210          | City of Ft. Worth | 1          | YR 1999 - \$40,000 | In Service |
| One Ton Truck EQ#203-4242 L##759173 VIN1FTSW30FXXE088992   | Ford                    | F350          | City of Ft. Worth | 1          | YR 1999 - \$25,000 | In Service |
| One Ton Truck EQ# 206-011 L##1080617 VIN1GCHC73819F160157  | Chevrolet               | 3500          | City of Ft. Worth | 1          | 2009 - \$32,000    | In Service |
| 20' Trailer - VIN 140HC22EXXA037435 L##891-380 EQ#530-0002 | S&H                     | Stock Trailer | City of Ft. Worth |            | YR 1999 - \$11,000 | In Service |
| 24' Trailer - VIN 49TSG2423X1042389 L##989-744 EQ#530-0006 | CM                      | Stock Trailer | City of Ft. Worth |            | YR 1999 - \$15,000 | In Service |
| Tiller EQ#316004   | John Deere              | Stock Trailer | City of Ft. Worth | 1          | YR 1999 - \$2,000  | In Service |
| Kawasaki Mule 4x4 VIN JKJAF-CM159B501890                   | Kawasaki                | Mule          | Outriders         | 1          | 2009 - \$11,000    | In Service |
| <b>Barn B Misc.</b>  |                         |               |                   |            |                    |            |
| 10' Panels(brown)  | Behlen                  | 44121107      |                   | 7          | \$1,000.00         | In Service |
| Tractor box blade - no plows                               | Gannon                  | 6110018       |                   | 1          | \$1,000.00         | In Service |
| <b>Office Equipment</b>                                    |                         |               |                   |            |                    |            |
| File Cabinet   |                         |               |                   | 2          | \$250.00           | In Service |
| Desks  |                         |               |                   | 2          | \$1,250.00         | In Service |
| Desk Chairs  |                         |               |                   | 6          | \$200.00           | In Service |
| Mini Fig   |                         |               |                   | 1          | \$250.00           | In Service |



| ASSET / PRODUCT   | MANUFACTURER BRAND NAME        | MODEL/TYPE        | SUPPLIER        | # IN STOCK        | YR VALUE   |           | Updates              |
|---|--------------------------------|-------------------|-----------------|-------------------|------------|-----------|----------------------|
|   |                                |                   |                 |                   | Per Item   | 5/22/2013 |                      |
| <b>Tool Room Inventory</b>                                    |                                |                   |                 |                   |            |           |                      |
| Front Tine Tiller   | 0711161A0022                   | Troy Built        | 6hp             | 1                 | \$700.00   |           | In service           |
| 18v cordless saw  | Ryoby                          |                   |                 | 1                 | \$200.00   |           | In service           |
| Elite 3400 Presser Washer                                     | Briggs & Stratton              |                   |                 | 1                 | \$500.00   |           | In service           |
|   |                                |                   |                 |                   |            |           |                      |
| <b>Stalls</b>   |                                |                   |                 |                   |            |           |                      |
| 48' Floor Fan w/ wheels                                       | Big Country                    | BCB48BCF          |                 |                   | \$500.00   |           | In service           |
|   |                                |                   |                 |                   |            |           |                      |
| <b>ASSET / PRODUCT</b>  | <b>MANUFACTURER BRAND NAME</b> | <b>MODEL/TYPE</b> | <b>SUPPLIER</b> | <b># IN STOCK</b> |            |           |                      |
| <b>Tack Room</b>  |                                |                   |                 |                   |            |           |                      |
| Western Saddle  | Ryons                          |                   | Ryons           | 8                 | \$3,000.00 |           | In service           |
| Serial# RJ444/5; RJ439/2; RJ442/1; RJ4443/7; TW339/3; RJ441/4 |                                |                   |                 |                   |            |           |                      |
| Vaquero Saddle  | Hartkopf                       |                   | Dover's Supply  | 1                 | \$3,000.00 |           | In service           |
| Breast Collar   |                                | leather           |                 | 3                 | \$100.00   |           | In service           |
| Security Camera & Video TV                                    |                                |                   |                 | 1                 | \$500.00   |           | In service           |
| Chaps   |                                | long tan          |                 | 1                 | \$250.00   |           | In service           |
| Chaps   |                                | brown short       |                 | 1                 | \$250.00   |           | In service           |
| Chaps   |                                | brown short       |                 | 1                 | \$250.00   |           | In service           |
| Chaps   |                                | brown long        |                 | 1                 | \$250.00   |           | In service           |
| Chaps   |                                | tan short         |                 | 1                 | \$250.00   |           | In service           |
| Chaps   |                                | dark brown        |                 | 1                 | \$250.00   |           | In service           |
| Radio   | Kenwood                        |                   |                 | 6                 | \$125.00   |           | In service           |
| Weather alert Radio   | Radio Shack                    | 7 Channel         |                 | 1                 | \$100.00   |           | In service           |
| Time clock  | Acipoint                       | ATR 120           |                 | 1                 | \$300.00   |           | Traded in on new one |
| <b>Break Room &amp; Personal Items</b>                        |                                |                   |                 |                   |            |           |                      |
| Furniture   |                                |                   |                 | 1                 | \$300.00   |           | In service           |
| Electric Brand Rod  |                                |                   |                 |                   | \$200.00   |           | In service           |
| Longhorn Loading Chute  |                                |                   |                 |                   | \$3,000.00 |           | In service           |
| Bleachers (4)   |                                |                   |                 |                   | \$500.00   |           | In service           |

| ASSET / PRODUCT            | MANUFACTURER BRAND NAME        | MODEL/TYPE        | SUPPLIER        | # IN STOCK        | YR/VALUE   |           | Updates    |
|----------------------------|--------------------------------|-------------------|-----------------|-------------------|------------|-----------|------------|
|                            |                                |                   |                 |                   | Per Item   | 5/22/2013 |            |
| Round Bale Feeder (2)      |                                |                   |                 |                   | \$2,500.00 |           | In service |
| Blue Round Bale Feeder (1) |                                |                   |                 |                   | \$1,000.00 |           | In service |
| <b>ASSET / PRODUCT</b>     | <b>MANUFACTURER BRAND NAME</b> | <b>MODEL/TYPE</b> | <b>SUPPLIER</b> | <b># IN STOCK</b> |            |           |            |
| <b>PA SYSTEM</b>           |                                |                   |                 |                   |            |           |            |
| 2 Fender Speakers          | Fender                         | G087545           |                 | 2                 | \$500.00   |           | In service |
| PA SYSTEM                  | Fender                         | G087545           |                 | 1                 | \$1,250.00 |           | In service |
| Insignia & Remote          |                                | 8J07A052426       |                 | 1                 | \$100.00   |           | In service |
| Receiver Box               | Sennheiser                     | 90853             |                 |                   | \$500.00   |           | In service |
| Body Pack                  | Sennheiser                     | 151241            |                 |                   | \$500.00   |           | In service |
| Speakers 2 SM827-B         | Atlas Sound                    | 208G0879          |                 |                   | \$500.00   |           | In service |

All steers were transferred to CVB from ZOO in 2010 via contract and should be removed from this list

**LIVESTOCK**

| HORSE NAME     | DOB  | COLOR    | Purchase Price |     | Date Acquired |            |
|----------------|------|----------|----------------|-----|---------------|------------|
| Chisholm 1     | 2001 | Sorrel   | -2500.00       | CFW | 05/13/09      | In service |
| Gotch 1        |      | Black    | -3000.00       | CFW | 12/07/98      | In service |
| Little Texas   |      | Bay      | -3850.00       | CFW | 06/02/00      | In service |
| Whiskey Peet 5 | 1997 | Dark Bay | -2500.00       | CFW | 05/13/09      | In service |
| Cherokee 1     |      | Sorrel   | -2100.00       | CFW | 9/27/2009     | In service |

Exhibit C  
Trademark for Herd Logo

**United States of America**  
United States Patent and Trademark Office



**Reg. No. 3,992,820**  
**Registered July 12, 2011**

CITY OF FORT WORTH (TEXAS HOME RULE MUNICIPAL CORPORATION)  
1000 THROCKMORTON STREET  
FORT WORTH, TX 76102

**Int. Cl.: 25**

FOR: CLOTHING ITEMS, NAMELY, T-SHIRTS, SWEATSHIRTS, CAPS, SHORTS, SCARVES,  
TIES AND JACKETS, IN CLASS 25 (U.S. CLS. 22 AND 39).

**TRADEMARK**

FIRST USE 6-0-1999; IN COMMERCE 6-0-1999.

**PRINCIPAL REGISTER**

OWNER OF U.S. REG. NOS. 2,404,808 AND 2,437,519.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "FORT WORTH", APART FROM  
THE MARK AS SHOWN.

THE MARK CONSISTS OF A FANCIFUL REPRESENTATION OF A CATTLE BRAND  
COMPRISING THE LETTER "W" IN COMBINATION WITH A BACKWARDS LETTER "F",  
ABOVE THE STYLIZED WORDING "FORT WORTH HERD".

SER. NO. 85-165,957, FILED 11-1-2010.

DAWN HAN, EXAMINING ATTORNEY



*David J. Kappas*

Director of the United States Patent and Trademark Office



## **FORT WORTH HERD**

|                                 |   |
|---------------------------------|---|
| <b>Word Mark</b>                | <b>FORT WORTH HERD</b>  |
| <b>Goods and Services</b>       | IC 035. US 100 101 102. G & S: Promoting the economic development in Fort Worth of tourism, culture, and crafts. FIRST USE: 19990600. FIRST USE IN COMMERCE: 19990600 |
| <b>Mark Drawing Code</b>        | (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS  |
| <b>Design Search Code</b>       | 03.13.03 - Horns (of animal) along (not part of heads), antlers   |
| <b>Serial Number</b>            | 75637100  |
| <b>Filing Date</b>              | February 10, 1999   |
| <b>Current Basis</b>            | 1A  |
| <b>Original Filing Basis</b>    | 1B  |
| <b>Published for Opposition</b> | December 7, 1999  |
| <b>Registration Number</b>      | 2404808   |
| <b>Registration Date</b>        | November 14, 2000   |
| <b>Owner</b>                    | (REGISTRANT) City of Fort Worth, The HOME-RULE MUNICIPAL CORPORATION TEXAS 1000 Throckmorton Street Fort Worth TEXAS 76102  |
| <b>Disclaimer</b>               | NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "FORT WORTH" APART FROM THE MARK AS SHOWN  |
| <b>Description of Mark</b>      | The design consists of a fanciful representation of a cattle brand comprising the letter "W" in combination with a backwards "F".                                     |
| <b>Type of Mark</b>             | SERVICE MARK  |
| <b>Register</b>                 | PRINCIPAL   |
| <b>Affidavit Text</b>           | SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20101014.  |
| <b>Renewal</b>                  | 1ST RENEWAL 20101014  |

### **Exhibit D Insurance**

1. Bureau will maintain coverage in the form of insurance or bond in the amount of \$5,000,000.00 to insure against loss from the fraud, theft or dishonesty of any of Bureau's officers, agents, trustees, directors or employees. The proceeds of such insurance or bond shall be used to reimburse City for any and all loss of Hotel Occupancy Tax revenues occasioned by such misconduct. To effectuate such reimbursement, such fidelity coverage shall include a rider stating that reimbursement for any loss or losses shall name the City as a Loss Payee.

2. Bureau shall furnish to City in a timely manner, but not later than October 1, 2013, certificates of insurance as proof that it has secured and paid for policies of commercial insurance as specified herein. If City has not received such certificates by October 1, 2013, Bureau shall be in default of the Agreement and City may, at its option, terminate the Agreement.

3. Such insurance shall cover all insurable risks incident to or in connection with the execution, performance, attempted performance or nonperformance of this Agreement. Bureau shall maintain, or require its general contractor to maintain, the following coverages and limits thereof:

a. Commercial General Liability (CGL) Insurance

- i. \$1,000,000 each occurrence
- ii. \$2,000,000 aggregate limit

b. Professional Liability – Errors & Omissions

- i. \$1,000,000 Each Occurrence
- ii. \$1,000,000 Annual Aggregate Limit

c. Business Automobile Liability Insurance

- i. \$1,000,000 each accident on a combined single-limit basis, or
- ii. \$250,000 Property Damage
- iii. \$500,000 Bodily Injury per person per occurrence
- iv. \$2,000,000 Aggregate
- v. **Insurance policy shall be endorsed to cover "Any Auto", defined as autos owned, hired, and non-owned.**

d. Pending availability of the above coverage and at the discretion of City, the policy shall be the primary responding insurance policy versus a personal auto insurance policy if or when in the course of Bureau's business as contracted herein.

e. Workers' Compensation Insurance

- i. Part A: Statutory Limits
- ii. Part B: Employer's Liability
  - (a) \$100,000 each accident
  - (b) \$100,000 disease-each employee
  - (c) \$500,000 disease-policy limit

(f) Fidelity. Bureau will maintain coverage in the form of insurance or bond in the amount of \$\_\_\_\_\_ to insure against loss from the fraud, theft, or dishonesty of any of Bureau's officers, agents, trustees, directors, employees, or volunteers related to the Event Trust Fund Application Account fund. The proceeds of such insurance or bond shall be used to reimburse City for any and all loss of funds associated with the Event Trust Fund Application Account, as described by this Agreement, occasion by such misconduct. To effectuate such reimbursement, such fidelity coverage must include a rider stating that reimbursement for any loss or loss will name City as a

Loss Payee. If, at any time during the term of this Agreement, the Event Trust Fund Application Account funds exceeds \$ \_\_\_\_\_, then Bureau will contact City's Risk Manager. The City's Risk Manager will have the right to review and evaluate the insurance or bond coverage and suggest revisions in coverage in accordance with this Agreement.

4. Additional Requirements

a. Such insurance amounts shall be revised upward at City's reasonable option and no more frequently than once every 12 months, and Bureau shall revise such amounts within thirty (30) days following notice to Bureau of such requirements.

b. Bureau will submit to City documentation that it has obtained insurance coverage and has executed bonds as required in this Agreement prior to payment of any monies provided hereunder.

c. Where applicable, insurance policies required herein shall be endorsed to include City as an additional insured as its interest may appear. Additional insured parties shall include employees, representatives, officers, agents, and volunteers of City.

d. The Workers' Compensation Insurance policy shall be endorsed to include a waiver of subrogation, also referred to as a waiver of rights of recovery, in favor of City. Such insurance shall cover employees performing work on any and all projects. Bureau or its contractors shall maintain coverages, if applicable. In the event the respective contractors do not maintain coverage, Bureau shall maintain the coverage on such contractor, if applicable, for each applicable contract.

e. Any failure on part of City to request certificate(s) of insurance shall not be construed as a waiver of such requirement or as a waiver of the insurance requirements themselves.

f. Insurers of Bureau's insurance policies shall be licensed to do business in the state of Texas by the Department of Insurance or be otherwise eligible and authorized to do business in the state of Texas. Insurers shall be acceptable to City insofar as their financial strength and solvency and each such company shall have a current minimum A.M. Best Key Rating Guide rating of A-: VII or other equivalent insurance industry standard rating otherwise approved by City.

g. Deductible limits on insurance policies shall not exceed \$5,000 per occurrence unless otherwise approved by City.

h. In the event there are any local, federal or other regulatory insurance or bonding requirements for Bureau's operations, and such requirements exceed those specified herein, the former shall prevail.

i. Bureau shall require its subcontractors to maintain applicable insurance coverages, limits, and other requirements as those specified herein; and, Bureau shall require its subcontractors to provide Bureau with certificate(s) of insurance documenting such coverage. Also, Bureau shall require its subcontractors to have City and Bureau endorsed as additional insured's (as their interest may appear) on their respective insurance policies.

j. Professional Liability coverage shall be in force and may be provided on a claim's made basis. This coverage may also be referred to as Management Liability, and shall protect the insured against claims arising out of alleged errors in judgment, breaches of duty and wrongful acts arising out of their management duties.

