

**FOURTH RENEWAL OF AND FIRST AMENDMENT TO FORT WORTH
CITY SECRETARY CONTRACT NO. 52411
AGREEMENT FOR SERVICES**

This **FOURTH RENEWAL OF AND FIRST AMENDMENT TO FORT WORTH CITY SECRETARY CONTRACT NO. 52411** (“Renewal”) is made and entered into by and between the City of Fort Worth, a home-rule municipal corporation of the State of Texas (“City”), acting herein by and through its duly authorized Assistant City Manager, and International Sister Cities Association of Fort Worth, Inc., a Texas non-profit corporation (“Contractor”), acting herein by and through its duly authorized Executive Director. The City and Contractor are individually referred to as a “party” and collectively referred to as the “parties.”

WHEREAS, City and Contractor are parties to an agreement for certain services related to the relationship between the City and its Sister Cities counterparts, the same being Fort Worth City Secretary Contract No. 52411 (the “Agreement”); and

WHEREAS, the Agreement provides for a one-year Initial Term with options for up to four, one-year Renewal Terms; and

WHEREAS, the Agreement provides for an annual payment of \$50,000.00 to Contractor for its services; and

WHEREAS, the parties wish to renew the Agreement for a fourth Renewal Term and to make revisions to establish a structure whereunder Contractor can qualify for an additional payment of up to \$50,000.00 per year and to add provisions that state law now requires be included.

NOW, THEREFORE, the City of Fort Worth and Contractor do mutually covenant and agree that:

1.

City and Contractor hereby agree to renew and extend Fort Worth City Secretary Contract 52411 for a fourth Renewal Term of one (1) year, beginning on October 1, 2022, and ending September 30, 2023, unless terminated earlier in accordance with the Agreement.

2.

In consideration of the Services to be performed under the Agreement, the City shall pay Contractor in one installment the sum total of Fifty Thousand (\$50,000.00) ("Base Funds) for the fourth Renewal Term.

In addition, if Contractor is able to provide documentation demonstrating to the reasonable satisfaction of the City that Contractor has raised New Private Contributions of at least \$50,000.00 during the fourth Renewal Term that it had not raised during the third Renewal Term, then City shall pay Contractor, in one installment, an additional sum of Fifty Thousand (\$50,000.00) ("Additional Funds"). For purposes of this paragraph, "New Private Contributions" may consist of either (i) a net increase of total private contributions as compared to the prior year or (ii) one or more funding sources that the Contractor did not receive during the prior year, including an additional grant amount from a prior donor.

The Base Funds and Additional Funds may be collectively referred to in the Agreement as the "Funds."

3.

Fort Worth City Secretary Contract No. 52411, as amended above, is hereby further revised to add new Sections 26 through 28 to apply during the term of the fourth Renewal Term and to read as follows:

26. PROHIBITION ON ENGAGING IN BUSINESS WITH CERTAIN COUNTRIES AND TERRORIST ORGANIZATIONS

To the extent the Renewal constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for

purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, *by signing this Renewal, Contractor certifies that neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.* The term “foreign terrorist organization” in this paragraph the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

27. PROHIBITION ON BOYCOTTING ENERGY COMPANIES

Contractor acknowledges that in accordance with Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2, the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2. To the extent that Chapter 2274 of the Government Code is applicable to this Renewal, by signing this Renewal, Contractor certifies that Contractor’s signature provides written verification to the Contractor that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the fourth Renewal Term.

28. PROHIBITION ON DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES

Contractor acknowledges that, except as otherwise provided by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1, the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City with a company with 10 or more full-time employees unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate,” “firearm entity” and “firearm trade association” have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code, as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1. To the extent that Chapter 2274 of the Government Code is applicable to this Renewal, by signing this Renewal, Contractor certifies that Contractor’s signature provides written verification to the City that Contractor: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the fourth Renewal Term.

4.

This Renewal may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A signature received via facsimile or electronically via email shall be as legally binding for all purposes as an original signature.


5.


All terms and provisions of City Secretary Contract 52411 shall remain in full force and effect throughout the fourth Renewal Term unless specifically amended herein.


IN WITNESS WHEREOF, the parties hereto have executed this instrument in multiples in Fort Worth, Tarrant County, Texas.

CITY OF FORT WORTH:

INTERNATIONAL SISTER CITIES ASSOC. OF FORT WORTH, INC.:

By: 
Valerie Washington (Dec 5, 2022 14:14 CST)
Valerie Washington
Assistant City Manager
Date: December 5, 2022


By: 
Mae Ferguson (Dec 4, 2022 13:58 CST)
Mae Ferguson
President/CEO
Date: 12/03/22

ATTEST:

Jannette S. Goodall (Dec 5, 2022 15:37 CST)
Jannette Goodall
City Secretary
Date: 12/5/2022

ATTEST:

Name:
Title:
Date: _____

CONTRACT COMPLIANCE MANAGER:
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.

By: 
Selena Ala (Dec 4, 2022 18:03 CST)
Name: Selena Ala
Title: Sr. Executive Asst. to City Management

APPROVED AS TO FORM AND LEGALITY:


Denis C. McElroy, Assistant City Attorney

CONTRACT AUTHORIZATION:

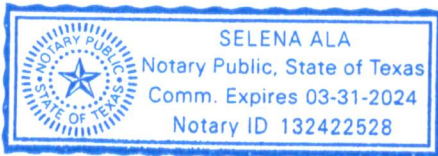
M&Cs: C-28859, C-29092
Date Approved: September 25, 2018, April 16, 2019

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Mae Ferguson**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the **International Sister Cities Association of Fort Worth, Inc.** and that he/she executed the same as the act of said **International Sister Cities Association of Fort Worth, Inc.** for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of December, A.D. 2022.



Selena Ala
Selena Ala (Dec 4, 2022 18:03 CST)

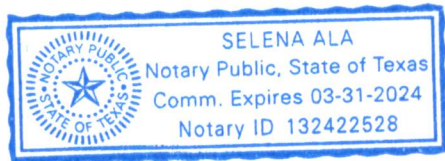
Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Valerie Washington**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the **City of Fort Worth** for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of December, A.D. 2022.



Selena Ala
Selena Ala (Dec 4, 2022 18:03 CST)

Notary Public in and for the State of Texas