

**ADDENDUM TO CONSULTANT AGREEMENT  
BETWEEN  
THE CITY OF FORT WORTH  
AND  
NATIONAL TRAINING INSTITUTE ON RACE AND EQUITY**

This Addendum to Consultant Agreement (“Addendum”) is entered into by and between National Training Institute on Race and Equity (“Vendor”) and the City of Fort Worth (“City”), collectively the “parties”, for a purchase of licenses.

The Contract documents shall include the following:

1. The Consultant Agreement; and
2. This Addendum.

Notwithstanding any language to the contrary in the attached Consultant Agreement (the “Agreement”), the Parties hereby stipulate by evidence of execution of this Addendum below by a representative of each party duly authorized to bind the parties hereto, that the parties hereby agree that the provisions in this Addendum below shall be applicable to the Agreement as follows:

1. Term. The Agreement shall become effective upon the signing of the Agreement by an Assistant City Manager of the City (the “Effective Date”) and shall expire one (1) year after the Effective Date (the Expiration Date”), unless terminated earlier in accordance with the provisions of the Agreement or otherwise extended by the parties. The Agreement may be renewed for three (3) of renewals at City's option, each a “Renewal Term.” City shall provide Vendor with written notice of its intent to renew at least thirty (30) days prior to the end of each term.

2. Compensation. City shall pay Vendor an amount not to exceed one hundred twenty four thousand and 00/100 dollars (\$124,000.00) in accordance with the provisions of this Agreement and Exhibit “B,” Payment Schedule, which is attached hereto and incorporated herein for all purposes. For each Renewal Term, the City shall pay the amount on a quote provided by Vendor which shall then be attached to the City’s respective renewal form. Vendor shall not perform any additional services for City not specified by this Agreement unless City requests and approves in writing the additional costs for such services. City shall not be liable for any additional expenses of Vendor not specified by this Agreement unless City first approves such expenses in writing. City agrees to pay all invoices of Vendor within thirty (30) days of receipt of such invoice.

3. Termination.

a. Convenience. Either City or Vendor may terminate the Agreement at any time and for any reason by providing the other party with 30 days written notice of termination.

b. Breach. If either party commits a material breach of the Agreement, the non-breaching Party must give written notice to the breaching party that describes the breach

in reasonable detail. The breaching party must cure the breach ten (10) calendar days after receipt of notice from the non-breaching party, or other time frame as agreed to by the parties. If the breaching party fails to cure the breach within the stated period of time, the non-breaching party may, in its sole discretion, and without prejudice to any other right under the Agreement, law, or equity, immediately terminate this Agreement by giving written notice to the breaching party.

c. Fiscal Funding Out. In the event no funds or insufficient funds are appropriated by City in any fiscal period for any payments due hereunder, City will notify Vendor of such occurrence and the Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds have been appropriated.

d. Duties and Obligations of the Parties. In the event that the Agreement is terminated prior to the Expiration Date, City shall pay Vendor for services actually rendered up to the effective date of termination and Vendor shall continue to provide City with services requested by City and in accordance with the Agreement up to the effective date of termination. Upon termination of the Agreement for any reason, Vendor shall provide City with copies of all completed or partially completed documents prepared under the Agreement. In the event Vendor has received access to City information or data as a requirement to perform services hereunder, Vendor shall return all City provided data to City in a machine readable format or other format deemed acceptable to City.

4. Attorneys' Fees, Penalties, and Liquidated Damages. To the extent the attached Agreement requires City to pay attorneys' fees for any action contemplated or taken, or penalties or liquidated damages in any amount, City objects to these terms and any such terms are hereby deleted from the Agreement and shall have no force or effect.

5. Law and Venue. The Agreement and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with the laws of the United States and state of Texas, exclusive of conflicts of laws provisions. Venue for any suit brought under the Agreement shall be in a court of competent jurisdiction in Tarrant County, Texas. To the extent the Agreement is required to be governed by any state law other than Texas or venue in Tarrant County, City objects to such terms and any such terms are hereby deleted from the Agreement and shall have no force or effect.

6. Sovereign Immunity. Nothing herein constitutes a waiver of City's sovereign immunity. To the extent the Agreement requires City to waive its rights or immunities as a government entity; such provisions are hereby deleted and shall have no force or effect.

7. Limitation of Liability and Indemnity. To the extent the Agreement, in any way, limits the liability of Vendor or requires City to indemnify or hold Vendor or any third party harmless from damages of any kind or character, City objects to these terms and any such terms are hereby deleted from the Agreement and shall have no force or effect.

8. **IP Indemnification.** Vendor agrees to indemnify, defend, settle, or pay, at its own cost and expense, including the payment of attorney's fees, any claim or action against the City for infringement of any patent, copyright, trade mark, service mark, trade secret, or other intellectual property right arising from City's use of the Deliverable(s), or any part thereof, in accordance with this Agreement, it being understood that this agreement to indemnify, defend, settle or pay shall not apply if City modifies or misuses the Deliverable(s). So long as Vendor bears the cost and expense of payment for claims or actions against the City pursuant to this section 8, Vendor shall have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, City shall have the right to fully participate in any and all such settlement, negotiations, or lawsuit as necessary to protect the City's interest, and City agrees to cooperate with Vendor in doing so. In the event City, for whatever reason, assumes the responsibility for payment of costs and expenses for any claim or action brought against the City for infringement arising under this Agreement, the City shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, Vendor shall fully participate and cooperate with the City in defense of such claim or action. City agrees to give Vendor timely written notice of any such claim or action, with copies of all papers City may receive relating thereto. Notwithstanding the foregoing, the City's assumption of payment of costs or expenses shall not eliminate Vendor's duty to indemnify the City under this Agreement. If the Deliverable(s), or any part thereof, is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Vendor shall, at its own expense and as City's sole remedy, either: (a) procure for City the right to continue to use the Deliverable(s); or (b) modify the Deliverable(s) to make them/it non-infringing, provided that such modification does not materially adversely affect City's authorized use of the Deliverable(s); or (c) replace the Deliverable(s) with equally suitable, compatible, and functionally equivalent non-infringing Deliverable(s) at no additional charge to City; or (d) if none of the foregoing alternatives is reasonably available to Vendor, terminate this Agreement, and refund all amounts paid to Vendor by the City, subsequent to which termination City may seek any and all remedies available to City under law.

9. **No Debt.** In compliance with Article 11 § 5 of the Texas Constitution, it is understood and agreed that all obligations of City hereunder are subject to the availability of funds. If such funds are not appropriated or become unavailable, City shall have the right to terminate the Agreement except for those portions of funds which have been appropriated prior to termination.

10. **Confidential Information.** City is a government entity under the laws of the State of Texas and all documents held or maintained by City are subject to disclosure under the Texas Public Information Act. To the extent the Agreement requires that City maintain records in violation of the Act, City hereby objects to such provisions and such provisions are hereby deleted from the Agreement and shall have no force or effect. In the event there is a request for information marked Confidential or Proprietary, City shall promptly notify Vendor. It will be the responsibility of Vendor to submit reasons objecting to disclosure. A determination on whether such reasons are sufficient will not be decided by City, but by the Office of the Attorney General of the State of Texas or by a court of competent jurisdiction.

11. Addendum Controlling. If any provisions of the attached Agreement, conflict with the terms herein, are prohibited by applicable law, conflict with any applicable rule, regulation or ordinance of City, the terms in this Addendum shall control.

12. Immigration Nationality Act. Vendor shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, Vendor shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Vendor shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Vendor employee who is not legally eligible to perform such services. **VENDOR SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY VENDOR, VENDOR'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** City, upon written notice to Vendor, shall have the right to immediately terminate this Agreement for violations of this provision by Vendor.

13. No Boycott of Israel. If Vendor has fewer than 10 employees or the Agreement is for less than \$100,000, this section does not apply. Vendor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. *By signing this Addendum, Vendor certifies that Vendor's signature provides written verification to City that Vendor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.*

14. Right to Audit. Vendor agrees that City shall, until the expiration of three (3) years after final payment under the Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Vendor involving transactions relating to the Agreement. Vendor agrees that City shall have access during normal working hours to all necessary Vendor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Vendor reasonable advance notice of intended audits.

*(signature page follows)*

ACCEPTED AND AGREED:

**CITY:**

<p><b>City of Fort Worth</b></p> <p>By: _____ Name: _____ Title: Assistant City Manager</p> <p>Date: _____</p> <p><b>Approval Recommended:</b></p> <p>By: _____ Name: _____ Title: _____</p> <p><b>Attest:</b></p> <p>By: _____ Name: Mary Kayser Title: City Secretary</p>	<p><b>Contract Compliance Manager:</b> 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.</p> <p>By: _____ Name: _____ Title: _____</p> <p><b>Approved as to Form and Legality:</b></p> <p>By: _____ Name: John B. Strong Title: Assistant City Attorney</p> <p><b>Contract Authorization:</b> M&amp;C: _____</p>
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**VENDOR:**

<p>National Training Institute on Race and Equity</p> <p>By: _____ Name: Bryant T. Marks, Sr. Title: _____</p> <p>Date: _____</p>
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