

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES ("Agreement") is made and entered into by and between **THE CITY OF FORT WORTH**, a home rule municipal corporation of the State of Texas (hereinafter referred to as "City"), acting by and through its duly authorized Assistant City Manager, and **INTERNATIONAL SISTER CITIES ASSOCIATION OF FORT WORTH INC.**, a non-profit Texas corporation (hereinafter referred to as "**Contractor**"), acting by and through its duly authorized Executive Director.

RECITALS

WHEREAS, since 1985, the Fort Worth Sister Cities program has been fostering relationships between the City of Fort Worth and communities around the globe; and

WHEREAS, these relationships provide a public benefit by promoting tourism and understanding, contributing to the overall cultural vitality of the community, and providing educational and business opportunities for the City of Fort Worth and its citizens; and

WHEREAS, City wishes to engage Contractor to continue to provide services in connection with the Sister Cities program.

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties agree as follows:

AGREEMENT

1. SCOPE OF SERVICES.

Contractor covenants and agrees to fully perform, or cause to be performed, with good faith and due diligence, the following services and objectives (collectively the "**Services**"): coordination of cultural, educational, business and sports exchanges between the City and its Sister Cities counterparts; coordination of meeting facilities, hotel accommodations, and travel plans in conjunction with Sister Cities activities; attendance at meetings as requested by City officials; and other services relating to Sister Cities activities as the City may request from time to time.

2. COMPENSATION.

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 Initial Term and for each 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 Initial Term or during an individual Renewal Term that it had not raised during the immediately preceding contract year, 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. FINANCE-RELATED REPORTING.

a. Contractor shall deliver to the City Manager's Office an Annual Statement of the receipts and expenditures of Funds detailing how the Funds were expended by Contractor to accomplish performance of the Services.

6. RIGHT TO MONITOR SERVICES.

Contractor covenants and agrees to fully cooperate with City in monitoring the effectiveness of the Services to be performed under this Agreement, and City shall have access at all reasonable hours to offices and records of Contractor for the purpose of such monitoring.

7. INDEPENDENT CONTRACTOR.

Contractor shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of City. Contractor shall have exclusive control of and the exclusive right to control the details of the Services performed hereunder and all persons performing same and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, subcontractors, and program participants. The doctrine of *respondeat superior* shall not apply as between the City and Contractor, its officers, agents, servants, employees, subcontractors, or program participants. Nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor. It is expressly understood and agreed that no officer, agent, employee, or subcontractor of Contractor is in the paid service of City.

8. LIABILITY AND INDEMNIFICATION.

CITY SHALL IN NO WAY OR UNDER ANY CIRCUMSTANCES BE RESPONSIBLE FOR ANY PROPERTY BELONGING TO CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, OR PROGRAM PARTICIPANTS THAT MAY BE LOST, STOLEN, DESTROYED, OR IN ANY WAY DAMAGED. CONTRACTOR HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS CONCERNING SUCH PROPERTY. Contractor covenants and agrees to indemnify, hold harmless and defend, at its own expense, City and its officers, agents, servants, and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or nonperformance of this Agreement and/or the operations, activities, and services described herein, whether or not caused, in whole or in part, by alleged negligence of officers, agents, servants, employees, contractors, OR subcontractors of city; and Contractor hereby assumes all liability and responsibility of City and its officers, agents, servants, and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kinds or character, whether real or asserted, arising out of or in connection with the execution, performance, attempted performance, or non-performance of this agreement and/or the operations, activities, and services described herein, whether or not caused in whole or in part, by alleged negligence of officers, agents, servants, employees, contractors, or subcontractors of city. Contractor likewise covenants and agrees to and does hereby indemnify and hold harmless City from and against any and all injury, damage, or destruction of property of City, arising out of or in connection with all acts or omissions of Contractor, its officers, members, agents, employees, subcontractors, invitees, licensees, or program participants, whether or not caused, in whole or in part, by alleged negligence of officers, agents, servants, employees, contractors, or subcontractors of city. Contractor agrees to and shall release City, its agents, employees, officers, and legal representatives from all liability for injury, death, damage, or loss to persons or property sustained in connection with or incidental to performance under this Agreement, even if the injury, death, damage, or loss is caused by City's sole or concurrent negligence.

Contractor shall require all of its subcontractors to include in their subcontracts a release and indemnity in favor of City in substantially the same form as above.

This Section shall survive the expiration or termination of this Agreement.

9. MISAPPROPRIATION OF FUNDS.

In the event it is determined that Contractor has misused, misapplied or misappropriated all or any part of the funds provided hereunder, Contractor agrees to indemnify, hold harmless and defend the

15. RIGHT TO AUDIT RECORDS.

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

Contractor further agrees to include in all of its subcontractor agreements hereunder a provision to the effect that the subcontractor agrees that the City shall, until the expiration of three (3) years after final payment under the subcontract or this Agreement, have access to and the right to examine, whether in hard copy or electronic format, any directly pertinent books, documents, papers, and records of such subcontractor involving transactions relating to the subcontract or this Agreement, and further that City shall have access during normal working hours to all subcontractor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this paragraph. City shall give subcontractor reasonable advance notice of intended audits.

This Section shall survive the expiration or termination of this Agreement.

16. GOVERNING LAW AND VENUE.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, or attempted performance of this Agreement, venue for said action shall lie in Tarrant County, Texas.

17. NOTICES.

Notices to be provided hereunder shall be sufficient if forwarded to the other party by hand-delivery or via U.S. Postal Service certified mail, postage prepaid, to the address of the other party shown below:

Valerie Washington
City Manager Office
City of Fort Worth
100 Fort Worth Trail (fka 100 Energy Way)
Fort Worth, Texas 76102
(817) 392-6192

Mae Ferguson
President/CEO
Internat'l Sister Cities Assoc. of Fort Worth, Inc.
908 Monroe Street, Fifth Floor
Fort Worth, Texas 76102
(817) 632-7104

with copy to City Attorney at same address

18. NO WAIVER.

The failure of City or Contractor to insist upon the performance of any term or provision of this Agreement or to exercise any right conferred herein shall not be construed as a waiver or relinquishment to any extent of City's or Contractor's right to assert or rely upon any such term or right on any future occasion.

19. DISCLOSURE OF CONFLICTS AND CONFIDENTIAL INFORMATION.

Contractor hereby warrants to the City that Contractor has made full disclosure in writing of any existing or potential conflicts of interest related to Contractor's services under this Agreement. In the event that any conflicts of interest arise during the time in which this Agreement is in effect, Contractor hereby agrees immediately to make full disclosure to the City in writing.

the contract. The terms "boycott energy company" and "company" have the meaning ascribed to those terms by Chapter 2276 of the Texas Government Code. To the extent that Chapter 2276 of the Government Code is applicable to this Agreement, **by signing this Agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.**

Contractor acknowledges that except as otherwise provided by Chapter 2274 of the Texas Government Code, the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more which will 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. To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, **by signing this Agreement, 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 term of this Agreement.**

24. REVIEW OF COUNSEL.

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 any exhibit hereto.

25. ENTIRETY OF AGREEMENT.

This written instrument (together with all exhibits and schedules attached hereto and incorporated herein) constitutes the entire understanding of the parties hereto concerning the subject matter and transaction addressed herein. Any prior or contemporaneous, oral or written agreement that purports to vary from the terms hereof shall be void.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

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 4th day of Oct, A.D. 2024.



Linda M. Hurringer
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 4th day of Oct., A.D. 2024.



Linda M. Hurringer
Notary Public in and for the State of Texas