

**SERVICES AGREEMENT BETWEEN CITY OF FORT WORTH AND
FORT WORTH HISPANIC CHAMBER OF COMMERCE**

This Agreement ("Agreement") is made and entered into by and between the City of Fort Worth ("City"), a home-rule municipal corporation organized under the laws of Texas, acting by and through T.M. Higgins, its duly authorized Assistant City Manager, and the Fort Worth Hispanic Chamber of Commerce ("Contractor"), a Texas non-profit corporation, acting by and through Rosa Navejar, its duly authorized Chief Executive Officer.

RECITALS

WHEREAS, the Fort Worth Hispanic Chamber of Commerce provides professional services to small minority and women owned businesses; and

WHEREAS, the City of Fort Worth desires to contract with the Fort Worth Hispanic Chamber of Commerce on a consulting basis to provide professional services, as outlined in Exhibit "A", to small minority and women owned businesses and to Fort Worth residents who are owners of these small businesses; and

WHEREAS, the Fort Worth Hispanic Chamber of Commerce has offered to provide such professional services on a consulting basis with the City to citizens of the City of Fort Worth;

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

AGREEMENT

1. Services.

Contractor covenants and agrees to fully perform, or cause to be performed, with good faith and due diligence, all measurables ("Services") described in the attached Exhibit "A" and incorporated herein for all purposes incident to this Agreement. The Services shall be performed in accordance with these measurables, attached hereto as Exhibit "A" and with the budget, attached hereto as Exhibit "B" and both incorporated herein for all purposes incident to this Agreement.

2. Term.

Such Services are to be provided for a period beginning October 1, 2009, and ending September 30, 2010 (the "Term").

3. Fee.

In consideration of the Services to be performed hereunder by Contractor, City promises and agrees to pay Contractor \$182,710.00 in twelve installments; 11 payments of \$15,225.83 and one payment of \$15,225.87 to be dispersed upon submission and approval of monthly reports. There will be no payments remitted for this FY2009-10 contract term until all monthly reports have been submitted and approved for the previous contract year.

Contractor will submit electronic monthly reports only no later than the 20th of the month following the month which is reported for Services performed by Contractor in performance of this Agreement using the measurables set forth in Exhibit "A". Each measurable shall be submitted in an editable excel format and the attachments shall be in the readable pdf format. The report will include but is not limited to the following: complete name of business, complete address, complete contact information and the identification of business services of those assisted in the measurables; detailed information associated with outreach activities, capacity enhancements and workshops. When a measurable involves distinct items, a copy of at least one item must be attached to the report, when the number reported is at least one. If information is not complete, payment will not be rendered until such completed information is submitted in each measurable.

Each monthly report must be prepared and signed by a representative of the Contractor that has received the Training for City of Fort Worth Fund Recipients: Reporting Requirements ("Fiscal Training"), or by a Certified Public Accountant.

If the Contractor deviates from this reporting requirement, the Contractor will be considered in non-compliance with this Agreement. Any non-compliance by Contractor under Section 3 of this Agreement may jeopardize the Contractor's ability to receive future funding from the City.

4. Termination.

Either party may cancel this Agreement upon thirty (30) days written notice to the other party of such intent to terminate. If the City exercises its right to terminate this Agreement prior to its expiration, Contractor's obligations to the City under this Agreement shall continue until the date such termination actually takes effect. In the event of such termination, on the date of termination Contractor shall reimburse to the City all funds it has received, but not otherwise committed, earned by Services performed, or encumbered by contract, under this Agreement. If, on the date of termination, Services have been performed by Contractor but Contractor has not been reimbursed for such Services, City shall reimburse Contractor for the Services performed up to the date of termination.

5. **Training.**

The Chief Executive Officer, Executive Officer, or Chief Financial Officer of Contractor shall receive Fiscal Training on an annual basis. Evidence of receipt of such training shall be submitted to the City no later than November 20, 2009. Contractor shall be responsible for training its representatives at its own cost and expense.

6. **Monitoring.**

Contractor covenants and agrees to fully cooperate with City in monitoring the effectiveness of the Services, 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 the City of Fort Worth. Contractor shall have exclusive control of 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 respondent superior shall not apply as between the City and contractor, its officers, agents, servants, employees, subcontractors, or program participants, and 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 the City of Fort Worth.

8. **Indemnification.**

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, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF LESSOR, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

CONTRACTOR COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY, HOLD HARMLESS AND DEFEND AT IT'S OWN EXPENSE, THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR LAWSUITS FOR EITHER PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO CONTRACTOR'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, OF ANY KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE EXECUTION, PERFORMANCE, OR ATTEMPTED PERFORMANCE OF THIS CONTRACT AND AGREEMENT, AND/OR THE SERVICES PERFORMED HEREUNDER, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE

OR INTENTIONAL MISCONDUCT OF THE CITY, ITS OFFICERS, AGENTS,, SERVANTS OR EMPLOYEES.

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 CITY OF FORT WORTH, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS RESULTING FROM SUCH MISUSE, MISAPPLICATION OR MISAPPROPRIATION.

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 8 shall survive the expiration or termination of this Agreement.

9. Non-Profit.

If Contractor, as a charitable or nonprofit organization, has or claims an immunity or exemption (statutory or otherwise) from and against liability for damage or injury, including death, to persons or property, Contractor hereby expressly waives its rights to plead defensively such immunity or exemption as against the City.

10. Assignment

Contractor shall not assign or subcontract all or any part of its rights, privileges or duties under this Agreement without the prior written consent of City, and any attempted assignment of subcontract of same without such prior written approval shall be void and constitute a breach of this agreement.

11. Compliance with Law.

Contractor, its officers, agents, employees and subcontractors, shall abide by and comply with all laws, federal, state and local, including all ordinances, rules and regulations of the City of Fort Worth. It is agreed and understood that, if City calls to the attention of Contractor any such violation on the part of Contractor or any of its officers, agents, employees or subcontractors, then Contractor shall immediately desist from and correct such violation.

12. Non-Discrimination.

Contractor, in the execution, performance or attempted performance of this Agreement, will not discriminate against any person or persons because of age, race, color, religion, sex, disability, national origin, or sexual orientation, nor will Contractor permit its officers, agents, employees, or subcontractors to engage in such discrimination.

This Agreement is made and entered into with reference specifically to Chapter 17, Article III, Division 3, of the City Code of the City of Fort Worth ("Discrimination in Employment Practices;"), and Contractor hereby covenants and agrees that Contractor, its agents, employees and subcontractors have fully complied with all provisions of same and that no employee, or employee-applicant has been discriminated against by the terms of such ordinance by either Contractor, its agents, employees or subcontractors.

13. Insurance.

a. Contractor shall furnish a certificate of insurance as proof that it has secured and paid for a policy of public liability insurance covering all public risks incident to or in connection with the execution, performance, attempted performance or nonperformance of this contract and agreement.

Such amounts shall be as follows:

Bodily injury or death, per person	\$250,000
Bodily injury or death, per occurrence	\$500,000
Property damage, per occurrence	\$100,000

with the understanding and agreement that such insurance amounts shall be revised upward at City's option and the Contractor shall revise such amounts within thirty (30) days following notice to Contractors of such requirements. The City of Fort Worth, its' Officers, Employees and Volunteers shall be named as Additional Insureds. This insurance shall not be canceled, limited in scope or coverage, or non-renewed, unless thirty (30) days prior written notice has been given to the City of Fort Worth.

b. Contractor further agrees that it shall comply with the Worker's Compensation Act of Texas and shall provide Workers Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308 – 1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability of \$100,000 each accident/occurrence, \$500,000 bodily injury disease policy limit and \$100,000 per disease per employee. The policy shall be endorsed with a Waiver of Subrogation on behalf of the City of Fort Worth.

14. Fiscal Funding Out.

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

15. Audit.

Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to this Contract. 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, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor involving transactions to the subcontract, 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.

16. Entire Agreement.

This written instrument constitutes the entire agreement by the parties hereto concerning the work and services to be performed hereunder, and any prior or contemporaneous, oral or written agreement, which purports to vary from the terms hereof shall be void.

17. Venue.

Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance of this Agreement, venue for said action shall lie in Tarrant County, Texas or the United States District Court for the Northern District of Texas, Fort Worth Division.

18. 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:

William Johnson,
Economic and Community Development
Department
City of Fort Worth
1000 Throckmorton St.
Fort Worth, Texas 76102
(817) 392-6104

Rosa Navejar, Chief Executive Officer
Fort Worth Hispanic Chamber
of Commerce
1327 North Main Street
Fort Worth, Texas 76106
(817) 625-5411

19. Severability.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

20. Force Majeure.

The City and Contractor shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

21. Headings not Controlling.

Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

FORT WORTH
HISPANIC CHAMBER OF COMMERCE

By: Rosa Navejar, Chief Executive Officer

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 Rosa Navejar, 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 Hispanic Chamber of Commerce and that she executed the same as the act of said Hispanic Chamber of Commerce for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2009.

Notary Public in and for the
State of Texas

CITY OF FORT WORTH:

ATTEST:

T.M. Higgins
Assistant City Manager

Marty Hendrix
City Secretary

APPROVED AS TO FORM AND LEGALITY:

Assistant City Attorney

Date: _____

M&C _____

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 Tom Higgins, 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 _____day of _____, 2009.

Notary Public in and for the
State of Texas

WHEREAS, the City of Fort Worth desires to contract with the **Fort Worth Hispanic Chamber of Commerce** on a consulting basis to provide such services during **FY 09-10** as listed below to small minority and women owned businesses and to Fort Worth residents who are owners of these small businesses:

1. EDUCATION/TRAINING

- a. Establish a curriculum for a Bilingual Seminar to business related subjects for start-up and existing small businesses
(Number of classes held) Annual No. 40
- b. Assist small businesses with completing Business Plans Annual No. 60
- c. Assist small businesses with completing Marketing Plans Annual No. 60
- d. Provide one-on-one counseling to small businesses Annual No. 120

2. PROCUREMENT ASSISTANCE

- a. Conduct doing business with public and private entity workshops for small businesses, particularly City of Fort Worth procurement opportunities ¹ Annual No. 10
- b. Foster capacity enhancement for small businesses via mentorship's joint ventures and partnership Annual No. 5
- c. Outreach activities to encourage business activity Annual No. 20

3. CERTIFICATION ASSISTANCE

- a. List firms provided assistance to complete certification applications Annual No. 50
- b. List firms receiving certification through direct assistance from the Chamber Annual No. 35
- c. List firms receiving certification that can provide a service or product to the City of Fort Worth Annual No. 30

4. COUNSULAR de MEXICO SATELLITE OFFICE

- a. Matriculas Annual No. 6,500
- b. Passports Annual No. 2,000
- c. Car Permits Annual No. 4,000
- d. Provide Information Annual No. 11,000

¹ Not to include Agenda for Capacity Building (ABC) Events Service Agreement
Hispanic Chamber of Commerce

To: CITY OF FORT WORTH
Economic and Community Development Department
Minority and Women Business Enterprise Office

From: Fort Worth Hispanic Chamber of Commerce
1327 N. Main Street
Fort Worth, TX 76106

Subject: FY 2009 - 2010 Budget Request

CONTRACT PERIOD:

From: October 1, 2009	To: September 30, 2010
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Funding Level		\$182,710.00
Personal Services		
Salaries		\$113,000.00
FICA		\$10,000.00
Life Insurance		\$2,000.00
Health Insurance		\$6,000.00
Supplies		
Office Supplies		\$17,160.00
Postage		\$5,000.00
Contractual Services		
Telephone		\$5,500.00
Electric		
Gas (Utility)		
Water/Waste Disposal		
Rent (Building)		\$14,050.00
Custodial Services		
Office Equipment Rental		
Printing		
Repairs		
Fidelity Bond		
Liability Insurance		
Legal & Accounting		
Private Auto Allowance- Local		
Advertising		
Conferences & Seminars		\$10,000.00
Contractual Services		
Professional Services		
Total		\$182,710.00