

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING AN AGREEMENT FOR FUNDING BETWEEN THE TOWN OF ADDISON AND WORLD AFFAIRS COUNCIL OF DALLAS/FORT WORTH IN AN AMOUNT NOT TO EXCEED \$60,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT FOR FUNDING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the Town of Addison, Texas (“City Council”) has investigated and determined that it is in the best interest of the Town of Addison, Texas (“Town”) to provide a grant of public funds to various organizations that promote public purposes and benefit the public within the Town; and

WHEREAS, the City Council has adopted an application process (“Application”) whereby these organizations may apply for public funds that will be used for public purposes within the Town, as determined by the Town; and

WHEREAS, the World Affairs Council of Dallas/Fort Worth submitted an Application to the Town for consideration; and

WHEREAS, the Town and the World Affairs Council desire to enter into the Agreement for Funding to set forth the terms and conditions of the public funding.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

SECTION 1. The Agreement for Funding between the Town of Addison and World Affairs Council of Dallas/Fort Worth in an amount not to exceed \$60,000.00, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The City Manager is hereby authorized to execute said agreement.

SECTION 2. This Resolution shall take effect from and after its date of adoption.

DULY RESOLVED AND ADOPTED by the City Council of the Town of Addison, Texas, on this the **25th** day of **OCTOBER 2022**.

TOWN OF ADDISON, TEXAS

Joe Chow, Mayor

ATTEST:

Irma Parker, City Secretary

EXHIBIT A

AGREEMENT FOR FUNDING Economic Development Consulting for FY2022-2023

This Agreement for Funding ("Agreement") is entered into by and between the Town of Addison, Texas (the "City" or "Addison") and World Affairs Council of Dallas/Fort Worth ("World Affairs Council") (the City and World Affairs Council are sometimes referred to herein together as the "parties" and individually as a "party").

RECITALS

1. The City desires to expand its cultural and international trade efforts through its Economic Development & Tourism and Special Events Departments. Among other things, these efforts provide an opportunity to attract tourists and businesses to the City and educate the public on the many cultures that make up the North Texas region.
2. World Affairs Council is a nonprofit corporation established under the laws of the State of Texas with a mission to promote international awareness, understanding, and connections through its multifaceted programs. The Council works to enhance the region's global stature and to prepare North Texans to thrive in our complex world.
3. Addison desires to retain the services of World Affairs Council, and World Affairs Council desires to provide its services to Addison, to enhance the City's international focus, as set forth herein.

NOW, THEREFORE, for and consideration of the above and foregoing premises, the mutual covenants and obligations set forth herein, and other good and valuable consideration, the Town of Addison, Texas and World Affairs Council do contract and agree as follows:

1. **Term.** This Agreement shall be effective on October 1, 2022 (the "Effective Date"), and shall remain in effect through September 30, 2023 (the "Expiration Date"), subject, however, to the termination provisions of this Agreement.
2. **Services.** In connection with this Agreement, World Affairs Council will provide to the City the following non-exclusive services ("Services"):
 - A. International Promotion and Business Development:
 - i. Assist Addison in strengthening its International Business Focus.
 - ii. Work with Addison to maintain and strengthen existing relationships and forge new relationships with targeted countries.
 - iii. Assist Addison to develop strategy on marketing its airport to international businesses.
 - iv. Plan, organize, execute and co-host at least two (2) forums/luncheons in Addison unless current COVID-19 conditions or group gathering restrictions prevent such events from being held. In lieu of such events, significant virtual events with Addison as a high-profile participant, through actual participation or major sponsorship, focused on a relevant international business topic will be held.

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B. Entrepreneur Development:

- i. Recommend the Addison as a prime location for international entrepreneurs/groups to launch a start-up.
- ii. Work with Town staff to include their business resources and city council members in “virtual” visits of delegates from the International Visitor Leadership Program sponsored by the State Department. The goal is to showcase Addison’s international image and outreach.

C. Provide Town of Addison with opportunities to participate in international events:

- i. Make recommendations on events that would be appropriate for Addison City Council to attend including virtual events.
- ii. Provide passes to Town of Addison to such events.
- iii. Recognize City Council present at events from podium where appropriate.

D. Feature the Town of Addison as a Strategic Partner:

- i. Recognize Addison as a partner on World Affairs Council website.
- ii. Recognize Addison as a partner in designated events hosted by World Affairs Council.

E. Consulting Services:

- i. Provide consulting services on how to respond to issues having an international focus.
- ii. Provide cultural consulting awareness services on how to appropriately address dignitaries from particular countries.
- iii. Explore the opportunity to plan a new authentic German program element for the Town’s annual Oktoberfest event in collaboration with the German Consulate in Texas or the German American Chamber of Commerce.

A table reflecting and including these Services is attached to this Agreement as Exhibit A and incorporated herein and made a part hereof.

Performance Reports – World Affairs Council shall provide to the City following or at the end of the first, second, third, and fourth of the City’s fiscal year (2023) quarters (or portion thereof, as applicable) while this Agreement is in effect, a report (“Performance Report”) regarding the work and activities of World Affairs Council for the calendar year quarter immediately prior to the date the report is provided, including, without limitation, (i) all marketing activities of World Affairs Council, (ii) a report on expenses and the payment thereof (e.g., payments to performers, other third parties, and proof of such payment), (iii) a report regarding the activities of World Affairs Council as to all other of the above and foregoing Services. The Performance Report for the (a) first year quarter shall be provided by December 31, 2022, (b) second quarter shall be provided by March 31, 2023, (c) third fiscal year quarter shall be provided by June 30, 2023, and (d) fourth fiscal quarter shall be provided by September 30, 2023. Each such report shall be in form and content satisfactory to the City, and World Affairs Council shall provide supporting information for its report, including any supporting information as the City may

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reasonably request. Upon the expiration or earlier termination of this Agreement, World Affairs Council shall provide such report to the City not later than the 25th day following the Expiration Date or the date of termination, as applicable, and the obligation to provide such report shall survive the expiration or earlier termination of this Agreement.

In connection with the Services, World Affairs Council warrants and represents to the City that:

- 1) World Affairs Council has the skills, qualifications, expertise, experience, and financial capability necessary to perform the Services with a high degree of quality and responsiveness;
- 2) The Services and work will be provided in a professional and timely manner, consistent with the commercially accepted best practices and standards;
- 3) The Services shall comply with all applicable federal, state, or local statutes, ordinances, laws, rules, standards, codes, and regulations;
- 4) World Affairs Council: (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, and shall remain in good standing throughout the term of this Agreement; (ii) it has the requisite power and authority to carry on its business as it is now being conducted; (iii) it has the legal capacity to enter into this Agreement; and, (iv) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been authorized and approved by all action required on the part of World Affairs Council; and
- 5) The execution and delivery of this Agreement by World Affairs Council does not: (i) conflict with, or result in any violation or breach of, any provision of the World Affairs Council's charter documents; (ii) result in any violation or breach of, or constitute a default under, or require a consent or waiver under, any of the terms, conditions or provisions of any license, contract or other agreement to which World Affairs Council is a party; or (iii) materially conflict with or violate any franchise, license, judgment, order, statute, law, rule, or regulation applicable to World Affairs Council.

All Services shall be provided by World Affairs Council in cooperation and coordination with the City Staff, and in particular with the Addison Director of Economic Development & Tourism (the "Director"). Any and all promotional or other materials regarding the Scope of Services which are to be prepared, given or delivered by World Affairs Council shall be first presented to the Director for the Director's review and approval prior to the public dissemination of any such materials. Standardized language agreed upon by both parties prior to any public dissemination thereof may, after such agreement, be disseminated in World Affairs Council materials without prior review of those materials. Prior to solicitation of any activities and other vendors, World Affairs Council shall use its reasonable efforts to first obtain the pre-approval of the Director regarding such solicitation; however, the parties hereto recognize that World Affairs

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Council may not be able in all instances to obtain the pre-approval of the Director prior to a solicitation, and in such event World Affairs shall nevertheless, in conducting any solicitation, abide by and comply with such communication standards as the Director shall establish. The Services shall be provided by World Affairs Council in a professional manner. In identifying, selecting, and recommending entertainers, activities, and vendors pursuant to this Agreement, and in performing all of its Services hereunder, World Affairs Council understands and recognizes that the events under this agreement are not for religious or political purposes (and are not events that promote or suggest any religious or political agenda), and World Affairs Council will perform its Services hereunder in accordance therewith.

3. Compensation. For the Services provided by World Affairs Council in accordance with the terms and conditions of this Agreement and subject to the termination provisions of this Agreement, the City will pay World Affairs Council a fee as follows:

- A. The City will pay World Affairs Council Fifty Thousand and No/100 Dollars (\$50,000.00), to be paid in four installments as follows: (1) The first installment (“first Installment”) of \$12,500.00 shall be paid by January 15, 2023, (2) the second installment (“second installment”) of \$12,500.00 shall be paid by April 15, 2023, (3) the third installment (the “third installment”) of \$12,500.00 shall be paid by July 15, 2023, and (4) the fourth and final installment (the “fourth installment”) of \$12,500 shall be paid by October 15, 2023 upon (i) the completion of the Scope of Services (that is, upon completion of all of the Services), and (ii) the satisfactory performance as reasonably determined by the City of all of the Services by World Affairs Council, including, without limitation, the timely receipt by the City of the September (for the last quarter of 2023) Performance Report and all performance reports to be provided prior thereto, in form and content reasonably acceptable to the City (upon the satisfaction of the said (i) and (ii), payment of the third installment shall be by no later than September 31, 2023).
- B. The City will also provide the World Affairs Council a maximum allowance of Ten Thousand Dollars (\$10,000) for marketing and promotional collateral material and event space costs associated for events hosted solely in Addison. This amount is to be paid as a reimbursement to the World Affairs Council upon the receipt of an invoice with demonstrated proof that such expenses were incurred by the World Affairs Council for events hosted solely in Addison.

4. Termination.

- A. *Without cause.* Either party may terminate this Agreement at any time by giving to the other party at least 30 days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. In the event of termination or upon the expiration of this Agreement, all finished or unfinished data, studies, reports and other materials and items (whether kept electronically, in writing, or otherwise) prepared by World Affairs Council shall be and become the property of the City and World Affairs Council shall promptly deliver such items to the City.

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B. *With cause.*

- (i) If (a) World Affairs Council fails to perform any of World Affairs Council's duties or responsibilities as reasonably determined by the City, or (b) if World Affairs Council fails to fulfill in a timely and professional manner World Affairs Council's obligations under this Agreement, or (c) if World Affairs Council shall violate any of the terms or provisions of this Agreement (the said (a), (b) and (c) being referred to together in this paragraph as a "Failure"), or (d) if World Affairs Council, World Affairs Council's agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the City, as determined reasonably but solely by the City, then the City shall have the right to terminate this Agreement effective immediately upon the City giving notice thereof, either oral or in writing, to World Affairs Council.
- (ii) Notwithstanding the foregoing subparagraph B(i), with respect to a Failure, such right of termination shall not be exercised by the City unless and until a Failure remains uncured by World Affairs Council for a reasonable period of time (as determined by the City and communicated to World Affairs Council) after notice thereof (which notice shall specifically identify the Failure) from the City is received by World Affairs Council.
- (iii) If the City's termination of this Agreement for cause is defective for any reason, including but not limited to the City's reliance on erroneous facts concerning World Affairs Council's performance, or any defect in notice thereof, the City's maximum liability shall not exceed the amount payable to World Affairs Council under Section 3 above through the quarter in which the termination for cause is attempted.

- C. If this Agreement is terminated in December 2022, World Affairs Council shall promptly reimburse the amount of the first installment to the City. If this Agreement is terminated: (i) in January, 2023, World Affairs Council shall promptly reimburse to the City the sum of \$ 6,250.00; (ii) in February 2023, World Affairs Council shall promptly reimburse to the City the sum of \$ 3,125.00. If this Agreement is terminated in March, 2023, World Affairs Council shall promptly reimburse the amount of the second installment to the City. If this Agreement is terminated: (i) in April, 2023, World Affairs Council shall promptly reimburse to the City the sum of \$ 6,250.00; (ii) in May, 2023, World Affairs Council shall promptly reimburse to the City the sum of \$3,125.00. If this Agreement is terminated in June, 2023, World Affairs Council shall promptly reimburse the amount of the third installment to the City. If this Agreement is terminated: (1) in July, 2023, World Affairs Council shall promptly reimburse to the City the sum of \$6,250.00; (ii) August, 2023, World Affairs Council shall promptly reimburse to the City the Sum of \$3,125. If this Agreement is terminated in September, 2023, World Affairs Council shall promptly reimburse the amount of the fourth installment to the City. Following such termination, World Affairs Council shall be entitled to no further payment or compensation hereunder, and all finished or

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unfinished data, studies, reports and other items (whether kept electronically, in writing, or otherwise) prepared by World Affairs Council shall be and become the property of the City and World Affairs Council shall promptly deliver such items to the City. The reimbursement obligation set forth herein shall survive the termination of this Agreement.

- 5. **Relationship of Parties.** World Affairs Council is and shall be during the entire term of the Agreement an independent contractor, and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, a joint enterprise, or to allow the City to exercise discretion or control over the professional manner in which World Affairs Council performs the Services which are the subject matter of the Agreement; provided always however that the Services to be provided by World Affairs Council shall be provided in a manner consistent with all applicable standards, regulations, and laws governing such Services. Nothing in this Agreement shall be deemed to waive any governmental immunity available to Addison under applicable law.
- 6. **Insurance.** At all times in connection with this Agreement, World Affairs Council shall purchase and maintain in a company or companies lawfully authorized to do business in Texas such insurance coverages as set forth below:

a.	Commercial General Liability:	\$1,000,000.00
b.	General Aggregate	\$1,000,000.00
c.	Product/Completed Operations Aggregate	\$1,000,000.00
d.	Personal & Adv. Injury	\$1,000,000.00
e.	Per Occurrence	\$1,000,000.00
f.	Medical Coverage	\$5,000.00 (any one person)
g.	Liquor Liability Endorsement	\$1,000,000.00 (if selling beer and/or wine)
h.	Fire Liability (any one fire)	\$ 50,000.00
i.	Statutory Limits of Workers Compensation Insurance	

All such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas, (ii) name the Town of Addison as an additional insured and contain a waiver of the subrogation endorsement in favor of the Town of Addison, (iii) endorsed to read as primary coverage regardless of the application of other insurance, (iv) contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the Town of Addison, and (v) include coverage for the period of time including the Festival days as well as set-up days (usually one day before and one day after the event). Certified copies of all such policies shall be delivered to Addison upon the execution of this Agreement, but in any event no later than two weeks prior to the event; provided, however, that Addison, in its sole discretion and in lieu of certified copies of such policies, may permit the delivery of certificates of insurance (listing each insurance coverage described and required herein) together with the declaration page of such policies, along with a copy of the endorsements necessary to meet the requirements and instructions contained herein, including, without limitation, the endorsement naming the Town of Addison as an additional insured, and

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shall specifically set forth the notice of cancellation and termination provisions to the Town of Addison. Each such policy shall provide that it shall not be canceled without at least 30-days written notice thereof being given to the Town of Addison. Coverage for Products/Completed Operations must be maintained at least two (2) years after this Agreement is terminated in its entirety, including any renewal thereof or extensions thereto.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF WORLD AFFAIRS COUNCIL PURSUANT TO THIS AGREEMENT. WORLD AFFAIRS COUNCIL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY INDEMNITEES") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY INDEMNITEES. WORLD AFFAIRS COUNCIL AGREES TO INDEMNIFY, DEFEND, AND SAVE HARMLESS THE CITY INDEMNITEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF WORLD AFFAIRS COUNCIL, ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, CONTRACTORS, SERVANTS, REPRESENTATIVES, PROFESSIONALS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF A CITY INDEMNITEE, IN WHOLE OR IN PART, IN WHICH CASE WORLD AFFAIRS COUNCIL SHALL INDEMNIFY THE CITY INDEMNITEES TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO WORLD AFFAIRS COUNCIL, ITS OFFICERS, AGENTS, OR EMPLOYEES AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

Notices of Claim. World Affairs Council shall promptly advise City in writing of any claim or demand against the City, related to or arising out of World Affairs Council's acts or omissions under this Agreement and shall see to the investigation and defense of such claims or demand at World Affairs Council's sole cost and expense; provided, that City, at its option and at its own expense, may participate in such defense without relieving World Affairs Council of any of its obligations hereunder. World Affairs Council's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by World Affairs Council under this agreement.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT FOR A PERIOD OF TWO (2) YEARS.

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7. **Records.** World Affairs Council shall keep complete and accurate records for the Services performed pursuant to this Agreement and any records required by law or government regulation and shall make such records available to City upon request. World Affairs Council shall assure the confidentiality of any records that are required by law to be so maintained. World Affairs Council shall prepare and forward such additional or supplementary records as City may reasonably request.
8. **Notice.** All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the signature page(s) of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) email of a pdf document containing the required notice. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient.
9. **Reports Confidential.** No reports, information (either in writing or oral), documents, or other materials given to or prepared by World Affairs Council under this Agreement which the City requests in writing to be kept confidential, shall be made available to any individual or organization by World Affairs Council without the prior written approval of the City.
10. **Authority to Execute.** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.
11. **Ownership of Reports.** The reports, documents and materials prepared by World Affairs Council under or pursuant to this Agreement shall be the sole property of the City.
12. **Assignment.** Inasmuch as this Agreement is intended to secure the specialized services of World Affairs Council, World Affairs Council has no authority or power to and may not assign, transfer, delegate, subcontract or otherwise convey any interest herein without the prior written consent of the City, and any such assignment, transfer, delegation, subcontract or other conveyance without the City's prior written consent shall be considered null and void *ab initio*.
13. **Rights and Remedies Cumulative; Non-Waiver.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies

EXHIBIT A

are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. The failure by either party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement for any reason whatsoever, including with respect to any such right, power or option or to such compliance or to any other or subsequent default or breach hereof, nor a waiver by either party of its rights at any time to exercise any such right, power or option or to require exact and strict compliance with all the terms hereof. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.

14. **Applicable Law; Venue.** In the event of any action under this Agreement, exclusive venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.
15. **Enforceability.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
16. **Force Majeure.** To the extent either party of this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, or a government restriction, quarantine or mandatory closure order enacted in response to a pandemic or other public health crises, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance (each an event of "Force Majeure"), the time for performance of such obligation (other than a payment obligation) may be extended for a period equal to the time lost by reason such event, provided, that the party complies with the provisions of this section. Specifically, the party asserting Force Majeure (i) shall give prompt notice to the other party of the prevention of performance as soon as the asserting party is reasonably aware of such prevention, and (ii) has the burden of demonstrating (1) how and why their performance was so prevented, (2) the period of time during which they were so prevented from performing (which under the facts may be equal to, or shorter or longer than, the duration of the Force Majeure event itself), and (3) that the party used commercially reasonable efforts to mitigate and/or eliminate such prevention and resumed performance under this Agreement as soon as reasonably practicable.
17. **No Third-Party Beneficiaries.** This Agreement and all of its terms and provisions are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

EXHIBIT A

18. **Incorporation of Recitals.** The above and foregoing Recitals to this Agreement are true and correct and are incorporated herein and made a part hereof for all purposes.
19. **Construction of Certain Terms.** Section and subsection headings herein are for convenience only and shall not be used in interpretation of this Agreement. The words “includes” and “including” are terms of enlargement and not of limitation or exclusive enumeration, and use of the terms does not create a presumption that components not expressed are excluded.
20. **Severability.** The sections, paragraphs, sentences, phrases, words, and all other provisions of this Agreement are severable, and if any part of this Agreement is determined by a court of competent jurisdiction to be illegal, unlawful, unconstitutional, or void for any reason, the parties intend that the remaining provisions of this Agreement shall remain in full force and effect. In lieu of any such illegal, unlawful, unconstitutional, or void provision, the parties agree to seek to negotiate to add to this Agreement another provision that would be permitted that is as close to the intent of the original provision as possible.
21. **Statutory Verifications.** World Affairs Council’s execution of this Agreement shall serve as its formal acknowledgement and written verification that: (i) if the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and World Affairs Council agrees that the Agreement can be terminated if World Affairs Council knowingly or intentionally fails to comply with a requirement of that subchapter; (ii) pursuant to Texas Government Code Chapter 2270, that World Affairs Council’s organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; and (iii) pursuant to Texas Government Code Chapter 2251, that World Affairs Council’s organization does not current discriminate against firearm and ammunition industries and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.
22. **Entire Agreement and Modification.** This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]

EXHIBIT A

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

TOWN OF ADDISON, TEXAS

WORLD AFFAIRS COUNCIL
OF DALLAS/FORT WORTH

By: _____
Hamid Khaleghipour
Interim City Manager

By: _____

Liz Brailsford
President & CEO

Date: _____

Date: 10/14/22

Notice Address:

Notice Address:

Town of Addison
Attn: City Manager
P.O. Box 9010
Town of Addison, Texas 75001
E: hkhaleghipour@addisontx.gov

World Affairs Council
Attn: Liz Brailsford
325 N. St. Paul Street, Suite 4200
Dallas, TX 75201
E: _____

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**World Affairs Council/Town of Addison
2022-23 Scope of Services
Level of Funding: \$50,000**

1. International Promotion and Business Development (\$15,000):		
<ul style="list-style-type: none"> A. Assist Addison in strengthening its International Business Focus. B. Work with Addison to maintain and strengthen existing relationships and forge new relationships with targeted countries. C. Assist Addison to develop strategy on marketing its airport to international businesses. D. Plan, organize, execute and co-host at least two (2) forums/luncheons in Addison unless current COVID-19 conditions or group gathering restrictions prevent such events from being held. In lieu of such events, significant virtual events with Addison as a high-profile participant, through actual participation or major sponsorship, focused on a relevant international business topic will be held. 		
Item	Date	Accomplishment/Milestone
2. Entrepreneur Development (\$5,000):		
<ul style="list-style-type: none"> A. Recommend the Addison as a prime location for international entrepreneurs/groups to launch a start-up. B. Work with Town staff to include their business resources and city council members in “virtual” visits of delegates from the International Visitor Leadership Program sponsored by the State Department. The goal is to showcase Addison’s international image and outreach. 		
Item	Date	Accomplishment/Milestone
3. Provide Town of Addison with opportunities to participate in international events (\$10,000):		
<ul style="list-style-type: none"> A. Make recommendations on events that would be appropriate for Addison City Council to attend including virtual events. B. Provide passes to Town of Addison to such events. C. Recognize City Council present at events from podium where appropriate. 		
Item	Date	Accomplishment/Milestone
4. Feature the Town of Addison as a Strategic Partner (\$15,000):		
<ul style="list-style-type: none"> A. Recognize Addison as a partner in World Affairs Council website. B. Recognize Addison as a partner in designated events hosted by World Affairs Council. 		
Item	Date	Accomplishment/Milestone
5. Consulting Services (\$5,000):		
<ul style="list-style-type: none"> A. Provide consulting services on how to respond to issues having an international focus. B. Provide cultural consulting awareness services on how to appropriately address dignitaries from particular countries. C. Explore the opportunity to plan a new authentic German program element for the Town’s annual Oktoberfest event in collaboration with the German Consulate in Texas or the German American Chamber of Commerce. 		
Item	Date	Accomplishment/Milestone