

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AGREEMENT FOR CONTRACTOR SERVICES

This Agreement for Contractor Services (“Agreement”) is made by and between the City of Farmers Branch, Texas (“City”) and Meredith Dowdy (“Contractor”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Contractor as an independent contractor, and not as an employee, to provide the services described in this Agreement to serve as the Tourism Manager to assist the City in the management of certain tourism related programs (the “Project”) on the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor desires to render services for the City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term; Termination

1.1 **Term.** The term of this Agreement shall be for a period of five (5) years commencing on May 1, 2026 (the “Effective Date”) (the “Initial Term”), unless sooner terminated as provided herein. Upon expiration of the Initial Term, City Manager shall have the option to renew the Contract upon the terms and conditions set forth herein for successive terms of one (1) year each (each a “Renewal Term”) (“Initial Term” and any “Renewal Term” shall be referred to as the “Term”). The City Manager shall provide written notice of intent to exercise the option for a Renewal Term to Contractor sixty (60) days prior to the expiration of the then current Term. City Manager shall provide a yearly review.

1.2 **Termination.** Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. Either Party may terminate this Agreement in the event the other Party breaches any of the terms or conditions of this Contract and such breach is not cured within thirty (30) days after written notice thereof. In the event of such termination Contractor shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, or other items prepared by Contractor in connection with this Agreement. Contractor shall be entitled to compensation for any services completed in accordance with this Agreement prior to such termination. If City terminates this Agreement without cause prior to the renewal, City will pay Contractor for 90 days of Compensation, or the remaining Compensation due if termination occurs within 90 days of the Term.

Catastrophic Health Event Notwithstanding any other provision, the parties acknowledge that a catastrophic illness or injury may require this Agreement to be paused or amended. Upon written notice, the parties shall work in good faith to implement a reasonable suspension or modification without penalty.

1.3 Termination of Prior Agreements. The Parties mutually terminate all prior agreements between the Parties effective May 1, 2026.

Article II Scope of Service

2.1 Contractor shall perform the services in connection with the Project as set forth in the Scope of Services attached as Exhibit "A". Contractor shall perform the services: (i) with the skill and care ordinarily provided by similar contractors practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similarly competent contractors.

2.2 City and Contractor understand and acknowledge that Contractor maintains at its expense its own offices located off-site of the City from which work under this Agreement will be performed. Nevertheless, City agrees to make available for Contractor's use when working at the City pursuant to this Agreement, at City's expense, office space reasonably adequate to allow Contractor to perform the services under this Agreement. To comply with applicable City requirements, City shall provide Contractor with a technology fee consisting of a one-time setup fee of **\$2,000** and an ongoing monthly fee of **\$295**. The technology fee covers systems, software, and related administrative or compliance support required by the City. City shall also maintain and provide access to City electronic facilities and software, at City's discretion and subject to reasonable requirements imposed by City, to facilitate Contractor's provision of services, including but not limited to the Monday.com service and such other electronic facilities and software as appropriate.

2.3 Information/Confidentiality. City will furnish Contractor such information with respect to the Project as Contractor may reasonably request to render Contractor's services effectively. Contractor will hold in strict confidence all information with respect to the Project which is furnished to Contractor by City in confidence, and which is not otherwise publicly available and/or not required, as a matter of law or proper business practice, to be disclosed to a third-party in connection with the services for the Project.

2.4 Deliverables. All files, documents, data, and other information generated under this Agreement, of any nature whatsoever furnished by, or developed by Contractor, shall be the property of City.

2.5 **Non-Compete**. For purposes of this Agreement, "**Tourism-Related Services**" means services related to the promotion, marketing, development, management, analytics, technology support, or strategic planning of tourism, travel, hospitality, destination marketing,

visitor services, or related economic development activities, including services provided to or on behalf of destination marketing organizations, tourism bureaus, cities or counties.

The relationship between City and Contractor under this Agreement is non-exclusive. However, during the Term of this Agreement, Contractor shall not provide Tourism-Related Services to any other entity without City's prior written consent. This restriction applies solely during the term of this Agreement and shall not survive its termination or expiration.

2.6 Additional Services. If City requests Contractor provide additional services not described in the Scope of Services, Contractor shall not be obligated to perform, and City shall not be obligated to pay for, such additional services. Additional services must be agreed upon in writing and will be billed by contractor at an hourly rate of \$100 per hour with a maximum of \$10,000 total per City fiscal year.

2.7 **Large Event Coordination.** Notwithstanding the foregoing, coordination of a large event shall be treated as a separate category of additional services. If a large event that meets **at least three** of the following criteria is hosted in the City and the City requests Contractor coordination, Contractor shall provide a proposed Scope of Services and an updated proposal for the large event:

1. Event duration of more than four (4) days requiring onsite coordination;
2. Coordination between event organizers and City departments or agencies;
3. Resident communication support;
4. Assistance with permits and City policies;
5. Coordination and planning of transportation and emergency services;
6. Coordination with any grant contractor.

The City and Contractor shall negotiate the terms of the amendment in good faith prior to commencement of services for the Large Event. Fees for large event coordination shall be set forth in the Scope of Services and are **not subject to the \$100 per hour rate or \$10,000 annual cap** for other additional services.

Article III Schedule of Work

Contractor agrees to complete the required services set forth in the Scope of Services as the Project may require.

Article IV Compensation and Method of Payment

4.1 Contractor will be compensated for the services set forth in Scope of Services by the payment of a monthly fee of Ten Thousand Six Hundred and No/100 Dollars (\$10,600.00). Beginning in May of each year following the Effective Date of this Agreement, the monthly fee shall automatically increase annually by **three percent (3%)** to account for market adjustments. Payment to Contractor shall be made upon submission of an invoice. Contractor shall submit each

monthly invoice no later than the 20th day of each month, and City shall pay each invoice by the 10th day of the following month.

4.2 Room Night Incentives. For purposes of this section 4.2, “room nights” mean hotel rooms at hotels within the City that are booked and paid for by companies or individuals engaged or facilitated by either Contractor (this Agreement pertains to two separate contractors, working jointly under identical contracts). Contractor shall be eligible for a performance incentive for all room nights above the annual tourism team goal of 20,000 room nights, provided that the combined performance of both contractors equals or exceeds 20,000 Room Nights. Incentives shall be paid when the following milestones are achieved and verified by the City:

- **Tier 1:** 20,000 room nights – \$0.30 per room night for all room nights above 20,000
- **Tier 2:** 30,000 room nights – \$0.45 per room night for all room nights above 30,000
- **Tier 3:** 40,000+ room nights – \$0.60 per room night for all room nights above 40,000, paid **after total fiscal year room nights are verified**, typically in October of each year.

Payment for Tier 1 and Tier 2 shall be made within 30 days of City verification. Payment for Tier 3 shall be made within 30 days of verification of the final fiscal year totals. Each Contractor’s incentive is calculated independently and is not split or shared. The **maximum total payout per contractor** shall not exceed \$25,000 in any fiscal year.

4.3 Except as provided herein, Contractor shall be responsible for all expenses related to the services provided pursuant to this Agreement. City shall reimburse Contractor for pre-approved expenses including but not limited to, entertainment, client gifts, catering, airfare, hotels, meals, supplies, and ground transportation related to Contractor performance of the Services. City will pay for membership or dues to organizations in which City has requested Contractor represent City.

Article V Devotion of Time; Personnel; and Equipment

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement and shall perform diligently.

5.2 To the extent reasonably necessary for Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Contractor hereunder and shall not otherwise be reimbursed by City. Alternatively, Contractor may recommend, and the City may approve, the services of agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement, who may be separate contractors of the City under separate contracts, subject to the approval of City and the supervision of Contractor.

5.3 Contractor shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement, unless otherwise provided herein.

5.4 Contractor shall submit quarterly progress reports and attend monthly progress meetings as may be required by the City from time to time Progress Reports will be the Tourism Report on Monday.com showing room night numbers, hotel tax numbers, and servicing. Once a year, the Tourism Team will do a yearly update for the City Council.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. Contractor may not assign this Agreement without the prior written consent of the City Manager for the City.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third-party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail or courier to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City, to:

Attn: Benjamin W. Williamson
City Manager
City of Farmers Branch
13000 William Dodson Parkway
Farmers Branch, Texas 75234

With a copy to:

Attn: David M. Berman
City Attorney
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard Street
Dallas, Texas 75201

If intended for Contractor:

Meredith Dowdy
c/o MET Innovations
9124 Kaitlyn Court
Lantana, Texas 76226

6.9 Insurance.

- (a) Contractor shall during the term hereof maintain in full force and effect the following insurance: (i) a commercial general liability policy of insurance for bodily injury, death and property damage including the property of the City, its officers, contractors, agents and employees (collectively referred to as the "City") insuring against all claims, demands or actions relating to the work and services provided by Contractor pursuant to this Agreement with a minimum combined single limit of not less than \$250,000.00 per occurrence for injury to persons (including death), and for property damage and \$250,00,000. This policy shall be primary to any policy or policies carried by or available to the City; (ii) a policy of automobile liability insurance covering any vehicles owned, non-owned and hired and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$250,000.00 combined single limit for bodily injury, death and property damage; and (iii) and if Contractor has employees, statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Contractor's employees involved in the provision of services under this Agreement with policy limit of not less than \$250,000.00.
- (b) All insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies

providing the required insurance are prohibited by law to provide any such specific endorsements, Contractor shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.

- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, Contractor shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, Contractor shall, within ten (10) business days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein.

6.10 Indemnification. CONTRACTOR DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, TO THE EXTENT CAUSED BY OR RESULTING FROM THE INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONTRACTOR, ITS AGENT, ITS CONSULTANTS AND CONTRACTORS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL. PROVIDED, HOWEVER, THAT THE CONTRACTOR SHALL NOT BE OBLIGATED TO INDEMNIFY THE CITY OF ANY CLAIMS ARISING FROM THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY, ITS OFFICERS, EMPLOYEES OR AGENTS. INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO CONTRACTOR'S LIABILITY. CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.13 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

- (a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 2026.

City of Farmers Branch, Texas

By: _____
Benjamin W. Williamson, City Manager

Attest:

By: _____
Stacy Henderson, Interim City Secretary

Approved as to Form:

By: _____
City Attorney

EXECUTED this _____ day of _____, 2026.

CONTRACTOR

Meredith Dowdy

EXHIBIT “A”

SCOPE OF SERVICES

PURPOSE

Tourism services under this Agreement are intended to drive measurable economic impact for the City of Farmers Branch through the generation of hotel room nights and Hotel Occupancy Tax (HOT). The annual team performance target is approximately 20,000 room nights, supported through coordinated tourism strategy, group sales support, event activity, and partner engagement.

The Contractor shall serve as the Tourism Manager, responsible for aligning tourism initiatives, systems, and team activities to achieve performance outcomes while maintaining clear coordination with City staff, tourism team and tourism partners.

ROLE CLARITY AND TEAM ALIGNMENT

The tourism team operates under the following general structure:

- Tourism Manager: Strategy, coordination, systems management, performance tracking, events and reporting
- Hotel Relations Manager: Sales pipeline development, hotel engagement, and booking activity
- Marketing & Servicing Coordinator: Marketing execution, branding, servicing logistics, and on-site delivery

The Contractor shall support alignment across all roles and activities to support the achievement of tourism performance goals.

PERFORMANCE EXPECTATIONS

In addition to the services outlined below, Contractor shall:

- Support achievement of the team annual room night goal (20,000)
- Maintain and report on tourism performance
- Evaluate the effectiveness of tourism initiatives and incentives
- Identify risks, gaps, and opportunities to improve performance

Quarterly reporting shall include, at minimum: room night production (actual vs. goal), including year-over-year comparison by month; Hotel Occupancy Tax (HOT) reporting;

group and event activity; servicing activity; corporate loyalty activity; and pipeline activity.

A. TOURISM STRATEGY & PROJECT MANAGEMENT

Contractor shall:

1. Develop and maintain tourism strategy and project plans in coordination with City staff, tourism team to drive hotel room nights and economic impact.
 2. Build, manage, and maintain the tourism project management system (Monday.com), including workflows, reporting, and CRM functions, limited to existing systems and standard workflow updates
 - o All systems, workflows, and data structures shall be documented and transferable to City staff at all times.
 3. Facilitate up to four (4) quarterly tourism planning meetings and attend weekly tourism coordination meetings.
 4. Attend up to twelve (12) in-person leadership meetings annually.
 5. Support coordination of tourism budgets, expense tracking, and HOT monitoring in collaboration with City staff and attend up to 2 budget planning meetings annually
 6. Prepare and present tourism-related updates for up to four (4) City Council meetings annually.
 7. Consult with City staff and legal counsel on tourism-related policies and procedures as needed.
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B. GROUP SUPPORT & INCENTIVE PROGRAM MANAGEMENT

Contractor shall provide backend coordination and reporting support, including:

1. Coordination and reporting for up to one hundred twenty (120) booked groups annually.
2. Administration of hotel incentive programs for up to seven (7) hotel partners, including tracking, calculations, and documentation.
3. Support for Corporate Loyalty and Group Sales programs, including up to ten (10) incentive files annually.
4. Preparation and submission of documentation required for City processing of incentive payments.

Contractor responsibilities are limited to coordination and analysis and do not include financial processing or direct sales activity.

C. MARKETING & SERVICING STRATEGY

Contractor shall:

1. Collaborate with City staff and tourism team to develop marketing and servicing strategies that support tourism goals.
2. Translate strategies into detailed project plans, including timelines, deliverables, and coordination requirements for up to sixty-five (65) events annually.
3. Coordinate with hotel partners regarding servicing schedules and delivery timelines.
4. Provide strategic input and performance feedback on marketing effectiveness.
5. Coordinate sponsorship opportunities, including consultation on negotiations and deliverables.

Execution of marketing materials, design, and servicing logistics shall remain the responsibility of designated City staff, Marketing and Servicing Coordinator or vendors.

D. HOTEL PARTNER COORDINATION

Contractor shall:

1. Provide coordination, communication, and training for hotel partners related to tourism programs and initiatives.
 2. Maintain regular engagement with up to thirteen (13) hotel partners.
 3. Facilitate up to three (3) hotel partner meetings annually.
-

E. TOURISM CLIENT EVENT COORDINATION

Contractor shall coordinate tourism-related client events that directly support hotel room night generation, including:

- Client Appreciation Events (up to six annually)
- Corporate Loyalty Check Presentations (up to ten annually)
- Hotel Appreciation / Travel & Tourism Week (annual initiative)

Event coordination shall include planning, logistics, vendor coordination, and on-site execution.

All event-related activities shall support the primary objective of driving tourism-related economic impact.

F. GROUP EVENT COORDINATION ASSISTANCE

The contractor may provide coordination support for qualifying events that generate hotel room nights within the City.

Medium Events (Up to 4 Annually) Medium events are defined as events requiring a moderate level of coordination beyond standard servicing, based on planning needs, stakeholder involvement and overall scope of work.

- Support may include the following, within the limits defined below:
 - Planning coordination and meetings (up to 4 per event)
 - Stakeholder coordination
 - Negotiate sponsorship opportunities and coordinate onsite deliverables
 - Limited on-site support (up to 16 hours per event)

Large-Scale Event (Up to 1 Annually) - Large events are defined as events requiring a high level of coordination across multiple stakeholders, departments and logistics, including City-wide coordination and operational planning.

- Support may include the following, within the limits defined below:
 - Contractor shall serve as City liaison:
 - Multi-stakeholder coordination
 - Planning meetings (up to 20 per event)
 - Negotiate sponsorship opportunities and coordinate onsite deliverables
 - On-site coordination (up to 60 hours)
 - Coordination with City departments and partners
 - Assistance with permitting, logistics, and communications
 - Coordination of transportation, safety, and emergency services
 - Support for one VIP event
 - Coordination with the City's grant contractor for the Event Trust Fund program

Event coordination shall support, not replace, the primary objective of driving hotel room nights and tourism performance.

Event Flexibility

Medium event(s) may be substituted for one (1) large-scale event upon mutual agreement.

G. CONTINUOUS IMPROVEMENT & MARKET INSIGHT

Contractor shall:

- Provide ongoing recommendations to improve tourism performance
- Identify market trends and opportunities

- Support refinement of tourism strategies and programs
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FLEXIBILITY

Service levels, priorities, and workload may be adjusted based on tourism needs, performance goals, and City direction, provided such adjustments remain within the scope and service levels defined herein or are mutually agreed upon in writing.

GUIDING PRINCIPLE

All services under this Agreement shall be performed with a focus on:

Driving measurable tourism outcomes, maintaining accountability, and supporting a coordinated, high-performing tourism program for the City of Farmers Branch.