

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 Stokes Sports and Tourism Consulting Corporation (“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 Hotel Manager to assist the City with sport related tournaments, corporate hotel accounts, sports related association meetings/conventions in the City (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.

### **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 Contractor. Contractor shall be eligible for a performance incentive for all room nights above the annual tourism team goal of 20,000 room nights. Incentives shall be paid when the following milestones are achieved and verified by the City:

- **Tier 1:** 30,000 room nights – \$0.30 per room night for all room nights above 20,000
- **Tier 2:** 40,000 room nights – \$0.45 per room night for all room nights above 30,000
- **Tier 3:** 50,000+ 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. 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, sales activities 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:

Stokes Sports and Tourism Consulting Corp.  
c/o Anne Stokes  
2304 Vaquero Lane  
Carrollton, Texas 75010

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 \$500,000.00 per occurrence for injury to persons (including death), and for property damage and \$500,00,000. 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 \$500,000.00 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 \$500,000.00.

- (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 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.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**City of Farmers Branch, Texas**

By: \_\_\_\_\_  
Benjamin W. Williamson, City Manager

**Attest:**

By: \_\_\_\_\_  
Stacy Henderson, City Secretary

**Approved as to Form:**

By: \_\_\_\_\_  
David M. Berman, City Attorney

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**Stokes Sports and Tourism Corp.**

By: \_\_\_\_\_  
Anne F. Stokes, Director

## EXHIBIT “A”

### SCOPE OF SERVICES

Hotel Relations Manager (Independent Contractor)

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#### PURPOSE

Services under this Agreement focus on generating hotel room nights and Hotel Occupancy Tax (HOT) for the City of Farmers Branch through proactive sales, relationship management, and coordination with hotel partners and regional organizations that drive hotel business.

The Hotel Relations Manager serves as the sales and relationship lead for tourism, responsible for cultivating and converting a pipeline of opportunities that support the City’s annual room night goal.

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#### ROLE ALIGNMENT

The tourism team operates under the following structure:

- Tourism Manager (Contractor): Strategy, coordination, systems, and performance tracking
- Hotel Relations Manager (Contractor): Sales pipeline development, client relationships, and bookings
- Marketing & Servicing Coordinator (Contractor): Marketing execution, servicing, and client experience

The Hotel Relations Manager shall execute sales and relationship activities in alignment with the City’s tourism strategy and in coordination with the tourism team.

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#### PERFORMANCE EXPECTATIONS

The Hotel Relations Manager shall:

- Actively cultivate and maintain a pipeline of qualified leads
- Drive and contribute to achieving the annual room night goal (20,000)
- Track and report on:

- Leads status
- Room nights produced
- Identify underperforming segments and recommend adjustments as needed.
- Provide performance updates, including risks and opportunities as needed.

The city and the contractor acknowledge that external factors, including but not limited to market conditions, shifts in sales focus and economic conditions may impact travel demand and room night production

All client data, contacts, and pipeline information shall be maintained in City-approved systems and remain the property of the City.

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## GENERAL REQUIREMENTS

- Services shall be performed independently, with flexibility in approach and scheduling, while meeting agreed-upon performance expectations.
  - Participation in coordination meetings shall occur as reasonably required to support alignment and performance (anticipated cadence includes regular coordination and periodic leadership meetings).
  - All activities shall align with City policies, tourism strategies, and ethical standards.
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## A. SALES & BUSINESS DEVELOPMENT

The Hotel Relations Manager shall:

1. Identify, solicit, and cultivate potential clients across corporate, sports, medical, travel association, and related markets.
  2. Generate requests for proposals (RFPs) and qualified sales leads that support hotel bookings within the city.
  3. Maintain accurate and current sales and client data in City systems (e.g., Monday.com).
  4. Support and attend up to six (6) multi-client or industry events annually.
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## B. HOTEL & CLIENT RELATIONSHIPS

The Hotel Relations Manager shall:

1. Coordinate and conduct site inspections with hotel partners.
  2. Serve as liaison between meeting planners, event organizers, and hotel sales teams.
  3. Foster and maintain relationships with up to thirteen (13) hotel partners.
  4. Attend up to three (3) hotel partner meetings annually.
  5. Collaborate with Brookhaven Country Club and other local venues to support tourism-generating events.
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#### C. REGIONAL & STRATEGIC PARTNERSHIPS

The Hotel Relations Manager shall:

1. Collaborate with regional partners such as the Dallas Sports Commission to support room night generation.
  2. Serve as liaison with key partners (e.g., Dallas Stars organization) to coordinate hotel room blocks.
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#### D. INCENTIVE PROGRAM SUPPORT

The Hotel Relations Manager shall:

1. Support up to ten (10) corporate loyalty/ tournament incentive accounts.
  2. Coordinate with the tourism team on incentive program implementation and client engagement.
  3. Attend and support incentive-related events, including check presentations.
  4. Provide input and feedback on incentive program effectiveness.
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#### E. STRATEGY SUPPORT & COLLABORATION

The Hotel Relations Manager shall:

1. Provide input to the City and Tourism Strategy & Coordination Lead on tourism strategy, sales focus, and budget priorities.

2. Participate in up to two (2) annual planning or brainstorming sessions.
  3. Consult with City staff and legal counsel on tourism-related policies and procedures as needed.
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#### F. EVENT SUPPORT

The Hotel Relations Manager may:

1. Support one (1) large-scale event annually, with a focus on hotel room blocks and coordination. Assisting with event related planning and coordination as it relates to hotel utilization.
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#### G. CITY SUPPORT & SPECIAL COORDINATION

The Hotel Relations Manager shall:

1. Provide support for City departments for hotel-related needs as requested (e.g., emergency accommodation, special events).
  2. Attend and support up to four (4) City Council-related tourism items annually, as requested.
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#### FLEXIBILITY

Service priorities may be adjusted in coordination with the contractor, consistent with the agreed deliverables. These adjustments must be made in writing and agreed by both parties.

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#### GUIDING PRINCIPLE

All services shall be performed with a focus on:

Driving measurable hotel demand, strengthening strategic partnerships, and delivering accountable, results-oriented tourism performance for the City of Farmers Branch.