

**City of San Antonio
Metropolitan Health District
111 Soledad, Suite 1000
San Antonio, TX 78205**

**Centro Por La Justicia
1416 E. Commerce
San Antonio, TX 78205**

Memorandum of Agreement

This Memorandum of Agreement (MOA) is entered into between Centro Por La Justicia (Centro) on behalf of the Southwest Workers Union (SWU), and the City of San Antonio (City), a Texas Municipal Corporation, on behalf of the San Antonio Metropolitan Health District (Metro Health) (hereinafter collectively referred to as the Parties).

WHEREAS, community gardens have been shown to increase access to fruits and vegetables in food deserts, improve mental health of participants, increase physical activity, and improve the “sense of community;” and

WHEREAS, when people learn how to garden they are more likely to try new foods and with the addition of more cooking education, these community garden improvements have the potential to prevent obesity in children and families; and

WHEREAS, Metro Health’s 1115 Medicaid Waiver Healthy Neighborhoods Project (Healthy Neighborhoods Project) works with community leaders and organizations to improve the health of the community through environmental and policy changes that will help families lead happier and healthier lives; and

WHEREAS, the Healthy Neighborhoods Project has 11 community health workers implementing neighborhood-level strategies for childhood obesity prevention within 11 targeted neighborhoods that experience high levels of poverty and health disparities; and

WHEREAS, Centro through the SWU implements a community-labor strategy that takes on the many faces of injustice that impact working-class and poor families in South Texas; and

WHEREAS, the proposed agreement would assist the SWU in enhancing a community garden; and

WHEREAS, the SWU has expertise in establishing and supporting community gardens; and

WHEREAS, the City Council having determined that the enhancing a community garden is a public purpose that benefits the public health and wellbeing of the citizens of San Antonio, the Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described; and

NOW THEREFORE, this Memorandum of Agreement of the Parties delineates the responsibilities of each of the Parties.

I. PURPOSE

1.1 The Parties have determined that through their mutual collaboration Centro can enhance a community garden (the Project) which will increase access to fruits and vegetables in food deserts, improve mental health of participants, increase physical activity, and improve a "sense of community".

II. TERM

2.1 This agreement becomes effective on February 1, 2019 and terminates upon and will terminate on September 30, 2019.

III. JOINT ACKNOWLEDGMENTS

3.1 Centro agrees and understands that the City expects to pay all obligations, and to acquire all necessary equipment set out within this Agreement dependent upon 1115 Medicaid Waiver Healthy Neighborhoods Project funding. Accordingly, if funding is not received by City in a sufficient amount to pay any of City's obligations under the terms of this Agreement, then this Agreement will terminate and neither City nor Centro will have any further obligations hereunder Lack of funding is not and will not be considered a breach of this Agreement.

3.2 The pick-up and delivery of all equipment set out within this Agreement shall be coordinated upon the mutual agreement of the Parties.

IV. RESPONSIBILITIES OF THE CITY

4.1 The City will procure equipment and supplies (referred to collectively as the Equipment) and Centro agrees to provide services and support related to support and coordination for the enhancement of a community garden (the Project) described herein in exchange for the Equipment attached hereto and incorporated herein for all purposes in Attachment I.

4.2 The City will provide the Equipment set out in Section 4.1 to Centro for use in the Project, subject to the terms and conditions set out herein.

4.3 The City, through Metro Health staff will provide input and guidance regarding the Project throughout the course of this Agreement.

V. RESPONSIBILITIES OF CENTRO

5.1 Centro will accept all Equipment from the City in "AS IS" condition and will be responsible for all maintenance and upkeep of all Equipment in its possession for the duration of the Agreement, to include maintaining and repairing all Equipment as necessary for safe operation, including providing parts and tools.

5.2 Centro will establish and implement the Project. The SWU community garden coordinator at the property/community will oversee the Project.

5.3 Centro will coordinate with Metro Health to establish the Project at the following location for which it will use Equipment as set out above with the requirements for participation and completion as set out herein:

1416 E. Commerce
San Antonio, TX 78205

- 5.4 Centro will provide quarterly updates on the progress of the Project to the City;
- 5.5 Centro will be responsible for oversight of the Project. Responsibilities will include the following:
- 5.5.1 Centro agrees that it will be responsible for the security of the Equipment provided by the City and will keep it securely stored between uses.
 - 5.5.3 Centro agrees that in the event that the Project ceases to operate for any reason during the term of this Agreement Centro will immediately return the Equipment provided by the City or shall reimburse the City for Equipment not returned along with any supporting documentation to demonstrate the loss, damage or provision of any piece of Equipment not returned.
 - 5.5.3 Centro agrees that it will use its best efforts to continue the Project after the conclusion of the Agreement.
 - 5.5.4 Through the garden, Centro will make fresh, organic produce available for no and low cost within a food desert on the East side of San Antonio.
 - 5.5.5 Centro will create an accessible, usable workspace for Healthy Neighborhoods' community health workers and Centro to provide educational programming at the garden. Programming will include but is not limited to: nutrition and cooking demonstrations, fitness classes, and basic and advanced gardening.
 - 5.5.7 Centro will use the Equipment to increase the capacity of the community garden through programming, extending hours, and outreach to the surrounding community to participate in programming.
 - 5.5.8 Centro will build new beds with irrigation to increase the gardening surface area, and increase the amount of space for community residents to grow food.
 - 5.5.9 Centro will plant more fruit trees and perennial shrubs and herbs that will last throughout the seasons for a continual harvest.
 - 5.5.10 Centro will allow members of the community to participate in the process of building the garden which will be open to the community.
 - 5.5.11 Centro will host several educational workshops on how to build garden beds. These workshops will include a hands-on learning opportunity for members to use tools to build garden beds from the ground up.
 - 5.5.12 Centro will improve necessary internal infrastructure functions at the

garden and create an outdoor kitchen work space that will be used to teach seasonal cooking lessons to members of the community.

- 5.5.13 Centro will invest in electrical materials to be installed for the kitchen and storage shed, to include wiring, conduit, breaker box, plugs, and lights.
- 5.6.14 Centro will host cooking classes to teach recipes and cooking techniques to attending local residents curious about expanding their food pallet and eating healthy.
- 5.5.15 Centro will install a free seed bank for local residents and garden participants and visitors to access, to include regionally specific varieties that are culturally supportive of the neighborhood by connecting with local indigenous seed savers, and onsite seed saving.
- 5.5.16 Centro will illuminate the garden in the evenings allowing Centro to reach more community members in Denver Heights and the surrounding area.
- 5.5.17 Centro will host events like fitness classes, or markets later in the evening and bring in a larger audience from 5-10 people to 15-20 people per session, as well as increase the number of classes offered from only 4-5 workshops a year to 10-15 workshops.

VI. REQUESTS FOR AND RETENTION OF RECORDS

6.1 Centro and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 Centro shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Centro shall retain the records until the resolution of such litigation or other such questions. Centro acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Centro to return said documents to City prior to or at the conclusion of said retention.

6.3 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if Centro receives inquiries regarding documents within its possession

pursuant to this Agreement Centro shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law the Centro shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Centro's receipt of such request. For the purposes of communicating and coordinating with regard to public information requests, all communications shall be made to the designated public information liaison for each Party. Each Party shall designate in writing to the other Party the public information liaison for its organization and notice of a change in the designated liaison shall be made promptly to the other Party.

VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II Term, or earlier termination pursuant to any of the provisions hereof.

7.2 Termination Without Cause. This Agreement may be terminated by either party upon 30 calendar days written notice, which notice shall be provided in accordance with Article VIII Notice.

7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval by the City.

7.4 Defaults With Opportunity for Cure. Should the Centro default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. The Centro shall have ten (10) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If the Centro fails to cure the default within such ten-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another contractor to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new contractor against SWU's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

7.4.1 Bankruptcy or selling substantially all of company's assets

7.4.2 Failing to perform or failing to comply with any covenant herein required

7.4.3 Performing unsatisfactorily

7.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, Centro shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Centro, or provided to Centro, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Centro in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Centro's sole cost and expense. Payment of compensation due or to become due to SWU is conditioned upon delivery of all such documents, if requested.

7.7 Upon the effective date of expiration or termination of this Agreement, Centro shall cease all operations of work being performed by Centro or any of its subcontractors pursuant to this Agreement.

7.8 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way at law or at equity, City's right to seek damages from or otherwise pursue Centro for any default hereunder or other action.

VIII. NOTICE

8.1 Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, or (d) via facsimile, telegram or e-mail, address as follows:

If to the City:
Colleen M. Bridger, PhD, MPH
Director
San Antonio Metropolitan Health District
111 Soledad, Suite 1000
San Antonio, TX 78205

If to Centro:
Diana Lopez
Executive Director
Centro Por La Justicia
1416 E. Commerce St.
San Antonio, TX 78205

IX. ADMINISTRATION OF AGREEMENT AND RESTRICTION ON USE OF FUNDS

9.1 Centro acknowledges that Equipment provided under this Agreement was made possible by funds from the 1115 Medicaid Waiver Healthy Neighborhoods Project. As such, the Centro agrees to comply with all terms and conditions, as applicable, associated with said funds as directed by the City or as required in this Agreement.

9.2 In the event that any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, the City Manager or the Director of Metro Health, as representatives of the City and the parties ultimately responsible for all

matters of compliance with 1115 Medicaid Waiver Healthy Neighborhoods Project and City rules and regulations, shall have the final authority to render or secure an interpretation.

9.3 Centro shall maintain financial records, supporting documents, statistical records, and all other books, documents, papers or other records pertinent to this Agreement or the grant in accordance with the official records retention schedules established within the Local Government Records Act of 1989 and any amendments thereto, or for such period as may be specifically required by 45 C.F.R. §74.53 or 45 C.F.R. §92.42, as applicable, whichever is longer. Notwithstanding the foregoing, Centro shall maintain all Agreement and grant related documents for no less than four (4) years from the date of City's submission of the annual financial report covering the funds awarded hereunder. If an audit, litigation, or other action involving the records has been initiated before the end of the four (4) year period, Centro agrees to maintain the records until the end of the four (4) year period or until the audit, litigation, or other action is completed, whichever is later.

9.5 Centro shall make available to City, the State, or any of their duly authorized representatives, upon appropriate notice, such books, records, reports, documents, papers, policies and procedures as may be necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to Centro's facility and to Centro's personnel for the purpose of interview and discussion related to such documents. Centro shall, upon request, transfer certain records to the custody of City or State when City, or the State determines that the records possess long-term retention value.

9.6 Metro Health is assigned monitoring, fiscal control, and evaluation of certain projects funded by the City with general or grant funds, including the Project covered by this Agreement. Therefore, Centro agrees to permit City and/or the State to evaluate, through monitoring, reviews, inspection or other means, the quality, appropriateness, and timeline of services delivered under this Agreement and to assess Centro's compliance with applicable legal and programmatic requirements. At such times and in such form as may be required by Metro Health, the Centro shall furnish to Metro Health and the Grantor of the Grant Funds, if applicable, such statements, reports, records, data, all policies and procedures and information as may be requested by the Metro Health and shall permit the City and Grantor of the Grant Funds, if applicable, to have interviews with its personnel, board members and program participants pertaining to the matters covered by this Agreement. Centro agrees that the failure of the City to monitor, evaluate, or provide guidance and direction shall not relieve the Contactor of any liability to the City for failure to comply with the Terms of the Grant or the terms of this Agreement.

9.7 City may, at its discretion, conduct periodic, announced monitoring visits to ensure program and administrative compliance with this Agreement and Project goals and objectives. City reserves the right to make unannounced visits to Centro, or Centro subcontractor, sites when it is determined that such unannounced visits are in the interest of effective project management and service delivery.

9.8 City agrees that it will present the findings of any such review to Centro in a timely manner and will attempt to convey information of Project strengths and weaknesses and assist with Project improvement.

9.9 Unless otherwise provided herein, all reports, statements, records, data, policies and procedures or other information requested by Metro Health shall be submitted by Centro to City within five (5) working days of the request. The parties agree that a shorter time frame may be necessary for response in the case of the single audit and shall cooperate to meet deadlines necessary to comply with the single audit requirements. In the event that Centro fails to deliver the required reports or information or delivers incomplete information within the prescribed time period, the City may, upon reasonable notice, suspend reimbursements to Centro until such reports are delivered to City. Furthermore, the Centro ensures that all information contained in all required reports or information submitted to City is accurate.

9.10 Unless disclosure is authorized by the City, Centro agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. Centro shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Centro shall give the Director of Metro Health prior written notice that such disclosure is required with a full and complete description regarding such requirement. Centro shall establish specific procedures designed to meet the obligations of this Article, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with Centro's employees and subcontractors prior to any disclosure of the Confidential Information. This Article shall not be construed to limit HHS's, the CDC's or the City's or its authorized representatives' right to obtain copies, review and audit records or other information, confidential or otherwise, under this Agreement. Upon termination or expiration of this Agreement, Centro shall return to City all copies of materials related to the Project, including the Confidential Information. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The Parties shall ensure that their respective employees, agents, and contractors are aware of and shall comply with the aforementioned obligations.

9.11 Centro will maintain a system for tracking, on an ongoing basis, inventory of equipment and supplies purchased with grant funds that either (i) has an purchase price of \$5,000.00 or greater; or (ii) meets such other criteria as City may prescribe, and consistent with those requirements set out in Attachment II. Upon request, Centro will provide City a status report of the current inventory of equipment and supplies meeting these requirements. City shall have the right to review and approve Centro's inventory tracking system.

X. INSURANCE

10.1 Prior to the commencement of any work under this Agreement, Centro shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Health Department, which shall be clearly labeled "Centro Por La Justicia Community Garden Agreement" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all

applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Health Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

10.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

10.3 A Contractor's financial integrity is of interest to the City; therefore, subject to Centro's right to maintain reasonable deductibles in such amounts as are approved by the City, Centro shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Centro's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

<i>INSURANCE TYPE</i>	<i>LIMITS</i>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.

10.4 Centro agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Centro herein, and provide a certificate of insurance and endorsement that names the Centro and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Centro. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

10.5 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Centro shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Centro shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Health Department
P.O. Box 839966
San Antonio, Texas 78283-3966

10.6 Centro agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

10.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Centro shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Centro's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

10.8 In addition to any other remedies the City may have upon Centro's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Centro to stop work hereunder, and/or withhold any payment(s) which become due to Centro hereunder until Centro demonstrates compliance with the requirements hereof.

10.9 Nothing herein contained shall be construed as limiting in any way the extent to which Centro may be held responsible for payments of damages to persons or property resulting from Centro's or its subcontractors' performance of the work covered under this Agreement.

10.10 It is agreed that Centro's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

10.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

10.12 Centro and any Subcontractors are responsible for all damage to their own equipment and/or property.

XI. INDEMNIFICATION

11.1 Centro covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to Centro's activities under this Agreement, including any acts or omissions of Centro, any agent, officer, director, representative, employee, consultant or subcontractor of Centro, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers, or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT Centro AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

11.2 The provisions of this INDEMNIFICATION 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. Both parties shall promptly advise the other in writing of any claim or demand against them related to or arising out of their activities under this Agreement.

11.3 Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by CONTRATOR in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. Centro shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If Centro fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and Centro shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

XII. APPLICABLE LAW

12.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

12.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

XIII. AMENDMENTS

13.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Centro. The Director of Metro Health may execute contract amendments on behalf of City in the following circumstances a) budget adjustments authorized by the funding agency so long as the total dollar amount of the budget remains unchanged, b) modifications to the performance measures listed in the contract so long as the terms of the amendment stay within the parameters set forth in the statement of work of said contract and c) changes in state or federal regulations mandated by the funding agency.

XIV. SEVERABILITY

14.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XV. LEGAL AUTHORITY

15.1 The signer of this Agreement for Centro represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Centro and to bind Centro to all of the terms, conditions, provisions and obligations herein contained.

XVI. ENTIRE AGREEMENT

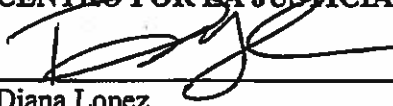
16.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire Agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XIV. This Agreement shall supersede any and all prior written and oral agreements between the City and Centro.

CITY

Colleen M. Bridger, PhD, MPH
Director
San Antonio Metropolitan Health District

Date

CENTRO POR LA JUSTICIA



Diana Lopez
Executive Director

Date

12/13/2018

APPROVED AS TO FORM:

City Attorney