



CITY OF SAN ANTONIO AVIATION DEPARTMENT

INTERDEPARTMENTAL CORRESPONDENCE SHEET

TO: Carlos J. Contreras, III, Assistant City Manager

FROM: Russell J. Handy, Aviation Director

COPIES TO: Nicole Fowles, Sr. Special Projects Manager; File

SUBJECT: Professional Services Agreement with The Normandy Group for San Antonio International Airport

DATE: March 6, 2018

We this memorandum, we are routing a Professional Services Agreement for execution by the City of San Antonio. The information outlined below is applicable:

Background:

The Aviation Department desires services from consultants to provide federal legislative services related to the Federal Aviation Administration and increasing air carrier service to San Antonio International Airport.

This is a Professional Services Agreement with The Normandy Group (Consultant). Consultant will provide Federal Representative Services relating to legislation affecting airport infrastructure funding, airport security and the funding associated with those programs; and other legislation related to regulations of transportation network companies, airlines and other matter affecting aviation or airport matters. The term of this Agreement is for three (3) months commencing January 1, 2018 and terminating March 31, 2018. The Aviation Director may extend the Agreement for two (2) one (1) month terms. The City agrees to pay Consultant a monthly amount not to exceed \$10,000, with the total value of the contract amount of \$50,000.00.

Handwritten signature of Russell J. Handy in black ink.

Russell J. Handy
Aviation Director

Handwritten signature of Mark Triesch in blue ink.

Mark Triesch
Assistant City Attorney

**PROFESSIONAL SERVICES AGREEMENT
FOR
FEDERAL REPRESENTATION SERVICES**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Professional Services Agreement for Federal Representation Services for the San Antonio Airport System (“Agreement”) is made and entered into by and between the City of San Antonio (“City”), a Texas Municipal Corporation acting by and through its Aviation Director, and The Normandy Group, acting by and through its duly authorized representative (“Consultant”), both of which may be referred to individually as “Party” and collectively as the “Parties”.

The Parties severally and collectively agree, and by the execution of this Agreement are bound, to the mutual obligations contained in this Agreement and to the performance and accomplishment of the described tasks.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

“City” is defined in the preamble of this Agreement and includes its successors and assigns.

“Consultant” is defined in the preamble of this Agreement and includes its successors.

“Director” shall mean the director of City’s Aviation Department.

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the initial term of this Agreement shall commence on January 1, 2018, and shall be for a term of three (3) months, terminating on March 31, 2018. At the sole discretion of the Director, the Agreement may be extended for two (2) one (1) month terms.

III. SCOPE OF SERVICES

3.1 Consultant shall be responsible for the services and tasks set forth in this Agreement. City reserves the right to engage additional consultants to provide federal legislative services during the terms of this Agreement should the need arise.

Consultant shall:

- 3.1.1 The Normandy Group shall develop and implement a strategic plan, including timelines, goals, objectives and expected outcomes for the advancement of the Aviation Department's legislative initiatives related to the Federal Aviation Administration and increasing air carrier service to San Antonio International Airport, specifically, the acquisition of a non-stop flight between San Antonio International Airport and Ronald Reagan Washington National Airport. The Normandy Group shall submit the monthly reports required by Subsection 3.1.7 specifically addressing the work they provide under the Agreement;
- 3.1.2 In addition, the Normandy Group shall provide Federal Representative Services relating to the following:
 - A. Legislation affecting airport infrastructure funding, including the following areas:
 1. Increasing Passenger Facility Charge Fee
 2. Preserving and increasing funding for Airport Improvement Program
 3. Tax-exempt private activity bonds
 4. Federal Contract Tower program
 - B. Legislation affecting airport security and the funding associated with those programs:
 1. Increasing the funding for the Transportation Security Administration's K-9 Program and preserving the Law Enforcement Officer Reimbursement Program
 2. Increasing Customs and Border Protection's front-line manning funding
 3. Legislation related to changes to security checkpoint screening (including airline staff)
 - C. Other:
 1. Legislation related to unmanned aerial vehicle or remotely piloted vehicle regulations, whether land or air based
 2. Legislation related to regulations of transportation network companies
 3. Legislation related to airlines
 4. Any and all other legislative matters affecting aviation or airport matters which may arise
- 3.1.3 Identify opportunities for each initiative in the City's Federal Legislative Program relating to aviation or airport matters for oral and/or written testimony before congressional committees and public hearings, unless directed otherwise by the Aviation Director, or his/her designee, Identify committees of jurisdiction responsible for identified Federal Legislative Priorities. Develop strategy and

execute tactics in leveraging key relationships with authorizers and appropriators of relevant committees. This will include providing written comments on executive branch regulatory proceedings. Consultant shall be responsible for the development of all testimony and written communications with the federal government;

- 3.1.4 Provide monthly written reports on the Aviation Department's Legislative Program and the strategic plan to the Aviation Director or his/her designee. The reports will cover activities undertaken during the prior month to include: 1) time-sensitive legislative updates pertaining to City's priority initiatives; 2) all official contacts with Members of Congress, their staffs, members of the Executive Branch, their staff and any other relevant contacts with any other federal Agencies, Boards and Commissions, and the National League of Cities, and U.S. Conference of Mayors;
- 3.1.5 Provide timely information and guidance on federal funding, identify notice of funding opportunities to support City Aviation programs and services, advocate on behalf of grant applications and support federal consideration of City applications;
- 3.1.6 Perform such other services as directed by the Aviation Director, or his/her designee, and when requested, provide information to City Council, in a timely manner, so as to allow City Council to make informed decisions relative to legislative and regulatory matters that may arise and may not be included in the Federal Legislative Program.

3.2 City may, at any time and in its sole discretion, assign additional legislative and regulatory matters to Consultant that are not specified in this Agreement.

3.3 All work performed by Consultant under this Agreement shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties. City shall be under no obligation to pay for any work performed by Consultant, which is not satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Consultant's work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated in this Agreement, even should City elect not to terminate.

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay Consultant a monthly amount not to exceed \$10,000. The total value of the contract shall not exceed the amount of \$50,000.

4.2 Consultant shall invoice City for the monthly fee and City shall pay such invoice within 15 business days, subject to the provisions of Section 3.3.

4.2 No additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The Parties agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in Section 4.1 above. Total payments to Consultant cannot exceed that amount set forth in Section 4.1 above, without prior approval and agreement of all Parties, evidenced in writing and approved by the San Antonio City Council evidenced by passage of a duly authorized ordinance.

4.3 City shall not be obligated or liable under this Agreement to any party, other than Consultant, for the payment of any monies or the provision of any goods or services.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in whatsoever form and character produced by Consultant pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Consultant.

5.2 Consultant understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.

VI. RECORDS RETENTION

6.1 Consultant and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, including electronic records, and other evidence pertaining to the services rendered under this Agreement ("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 period, and the record retention period, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 Consultant shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years ("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, Consultant shall retain the records until the resolution of such litigation or other such questions. Consultant 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 Consultant to return the documents to City prior to or at the conclusion of the retention period.

6.3 Consultant shall notify City, immediately, in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced in this Agreement. Consultant understands and agrees that City will process and handle all such

requests.

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 of this Agreement.

7.2 Termination Without Cause. This Agreement may be terminated by either Party upon 10 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, as provided in Article XII. Assignment and Subcontracting.

7.4 Defaults With Opportunity for Cure. Should Consultant 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 the default specifying such matter(s) in default. Consultant shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Consultant fails to cure the default within such fifteen-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 consultant 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 consultant against Consultant'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 Failure to comply with the terms and conditions stated in Article XIV. SBEDA.

7.4.2 Bankruptcy or selling substantially all of company's assets.

7.4.3 Failing to perform or failing to comply with any covenant herein required.

7.4.4 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 in this Agreement, 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, Consultant 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 Consultant, or provided to Consultant, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant 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 Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by Consultant of any and all right or claims to collect moneys that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

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

7.9 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 Consultant for any default under this Agreement or other action.

VIII. NOTICE

8.1 Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio
Attn: Russell J. Handy, Director
Aviation Department
9800 Airport Blvd,
San Antonio, Texas 78216

If intended for Consultant, to:

The Normandy Group
Attn: Henry Bonilla
1146 19th St. NW
Suite 350
Washington, DC 20036

IX. INSURANCE

9.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to City's Intergovernmental Relations Department, which shall be clearly labeled "**Federal Representation Services**" 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. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Aviation Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

9.2 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, but such changes must be approved by Consultant. In no instance will City allow modification whereby City may incur increased risk.

9.3 A consultant's financial integrity is of interest to City; therefore, subject to Consultant's right to maintain reasonable deductibles in such amounts as are approved by City, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant'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:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Broad form Commercial General Liability Insurance to include coverage for the following: <ul style="list-style-type: none"> a. Premises/Operations b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you 	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. \$100,000
2. Professional Liability (Claims-made basis)	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall

To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
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9.4 Consultant agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Consultant herein. Respondent shall provide 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 Agreement for all purposes.

9.5 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. Consultant shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 calendar days. Consultant shall pay any costs incurred resulting from provision of these documents.

9.6 Consultant 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, 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, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

9.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant’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.

9.8 In addition to any other remedies City may have upon Consultant’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time required by this Agreement, City shall have the right to order Consultant to stop work and/or withhold any

payment(s) which become due to Consultant until Consultant demonstrates compliance with the requirements of this Agreement.

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

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

9.11 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 City shall be limited to insurance coverage provided.

9.12 Consultant and any subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNIFICATION

10.1 CONSULTANT covenants and agrees to INDEMNIFY and HOLD HARMLESS the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and 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, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY arising out of, resulting from or related to CONSULTANT'S negligence in connection with its activities under this AGREEMENT. However, notwithstanding the above, the foregoing indemnity and agreement to hold harmless shall not apply to any costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and/or suits or to any other matters arising or resulting from the sole negligence of CITY, its officers or employees or the sole negligence of any other persons or entities other than CONSULTANT.

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.

CONSULTANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT'S negligence under this AGREEMENT and, to the extent covered by the INDEMNITY set forth above, shall see to the investigation and defense of such claim or demand at Consultant's cost. City shall have the right, at its option and at its own expense, to participate in such defense without relieving Consultant of any of its obligations under this Article.

10.2 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by Consultant in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. Consultant 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 Agreement. If Consultant fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Consultant 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.

10.3 Employee Litigation – In any and all claims against any party indemnified under this Agreement by any employee of Consultant, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation provided in this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any subcontractor under worker's compensation or other employee benefit acts.

XI. COPYRIGHT USAGE

11.1 Consultant shall pay all royalties and licensing fees related to its work under this Agreement. **Consultant shall hold City HARMLESS and INDEMNIFY City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used under this Agreement. Consultant shall defend City in all suits for infringement of any intellectual property rights under this Agreement.** Further, if Consultant has reason to believe that the design, service, process or product specified is an infringement of an intellectual property right, Consultant shall promptly give such information to City.

XII. ASSIGNMENT AND SUBCONTRACTING

12.1 Consultant shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Consultant. Consultant, its employees or its subcontractors shall perform all necessary work.

12.2 Any work or services approved for subcontracting under this Agreement shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Consultant. City shall in no event be obligated to any third party, including any subcontractor of Consultant, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City Council.

12.3 Except as otherwise stated in this Agreement, Consultant may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties, by transfer, by subcontracting or any other means, without the consent of the City Council, as

evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Consultant, assignee, transferee or subcontractor.

12.4 Any attempt to transfer, pledge or otherwise assign this Agreement without written approval, shall be void ab initio and shall confer no rights upon any third person. Should Consultant assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Consultant shall immediately cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

XIII. INDEPENDENT CONTRACTOR

13.1 Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed under this Agreement and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of Consultant superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing in this Agreement shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Consultant. The Parties understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

XIV. CONFLICT OF INTEREST

14.1 The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
- an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
- an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

14.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that by contracting with the City, Consultant does not cause a City employee or officer to have a prohibited financial interest in the Contract. Consultant further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

XV. AMENDMENTS

15.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms, shall be effected by amendment, in writing, executed by both City and Consultant, and subject to approval by the Aviation Director.

XVI. SEVERABILITY

16.1 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 that such invalidity, illegality or unenforceability shall not affect any other clause or provision and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never in this Agreement; it is also the intention of the Parties 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.

XVII. LICENSES/CERTIFICATIONS

17.1 Consultant warrants and certifies that Consultant and any other person designated to provide services in this Agreement has the requisite training, license and/or certification to provide the required services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided in this Agreement.

XVIII. COMPLIANCE

18.1 Consultant shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XIX. NONWAIVER OF PERFORMANCE

19.1 Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee contained in this Agreement. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification

or discharge by either Party of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party under this Agreement or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved.

XX. LAW APPLICABLE

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

20.2 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.

XXI. LEGAL AUTHORITY

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

XXII. PARTIES BOUND

22.1 This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for in this Agreement.

XXIII. CAPTIONS

23.1 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XIV. INCORPORATION OF EXHIBITS

24.1 The exhibits listed below are an essential part of the Agreement, which governs the rights and duties of the Parties, and are incorporated for all purposes.

XXV. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

25.1 Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.


- 25.2 "Boycott Israel" 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 Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 25.3 "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.
- 25.4 By submitting an offer to or executing contract documents with the City of San Antonio, Company verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract, and City y relies on Company's verification. If found to be false, City may terminate the contract for material breach.

XXVI. ENTIRE AGREEMENT

26.1 This Agreement, together with its authorizing ordinance and its exhibits, constitute the final and entire agreement between the Parties 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, unless same be in writing, dated subsequent to the date below, and duly executed by the Parties, in accordance with Article XVI. Amendments or as otherwise provided for under this Agreement.

EXECUTED and AGREED to this the 20th day of February, 2018.

CITY OF SAN ANTONIO, TEXAS


By: Carlos J. Contreras, III
Assistant City Manager
MT

THE NORMANDY GROUP


By: Henry Bonilla
Partner

Federal Tax ID#: 651266817

APPROVED AS TO FORM:

By: Mark Smith
for City Attorney

**San Antonio Aviation Department
Contract/Agreement Routing Slip**

Date: March 6, 2018

RE: Ordinance Not Applicable Passed and Approved Not Applicable

SIGNATURES:

1. Mark Triesch Initial: MT
Asst. City Attorney
Please sign and initial
After signature please forward to:

2. Russell J. Handy Initial: [Signature]
Aviation Director
Please sign and initial
After signature, return to Molly Gorena-Bullis

3. Carlos J. Contreras, III Initial: [Signature]
Assistant City Manager
Please sign and initial
After signature, return to Molly Gorena-Bullis

4. Aviation Department, Mezzanine Level, 9800 Airport Blvd. Initial: msb
Attn: Molly Gorena-Bullis, Paralegal 3-13-2018

Comments: Professional Services Agreement with The Normandy Group to provide Federal Representation Services for San Antonio International Airport.

Please call Molly Gorena-Bullis at 207-3494 if you have any questions. *Thank you.*