

STATE OF TEXAS       §  
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COUNTY OF BEXAR   §

**CULINARY HEALTH  
EDUCATION FOR FAMILIES  
AGREEMENT**

This AGREEMENT is entered into by and between the City of San Antonio (hereinafter referred to as (“City”)) acting by and through the San Antonio Metropolitan health District ( “METRO HEALTH”), pursuant to Ordinance No. 2019-\_\_\_\_\_ passed and approved on \_\_\_\_\_, 2019, and Culinary Health Education for Families, (“CHEF”), acting by and through its designated representative, Suzanne Mead Feldman, Chief Executive Officer, both of which may be referred to as “Parties” or singularly as “Party.”

**I. STATEMENT OF PURPOSE**

1.3 The City, through Metro Health, will provide services related to the objective evaluation of the CHEF Bites in Schools Nutrition Education curriculum. The City’s Metro Health has the expertise and ability to fulfill these services.

**II. PERFORMANCE BY CITY**

- 2.1 The City shall designate a contact person for the project.
- 2.2. The City shall provide a detailed work plan for the project year to include intermediate steps and final project deliverable dates.
- 2.3. The City shall participate in monthly meetings with CHEF to include technical assistance related to survey design and data collection protocols, data management, and project updates.
- 2.4 The City with data provided from CHEF, will complete all steps of data analysis to include writing and testing of code, data cleaning, and final data analysis.
- 2.5 The City shall create a PowerPoint presentation that summarizes data analysis.
- 2.6 The City shall be available for presenting the PowerPoint presentation as requested by CHEF (up to a maximum of three presentations).
- 2.7 The City shall be available to assist with the technical writing of the data for professional reports or publications.
- 2.8 Deliverables will be submitted by City to CHEF as follows:  
Deliverable #1: Work plan for the project year submitted by January 31st;  
Deliverable #2: Completed data analysis including electronic records of all final data sets and related documents submitted by August 31st; and  
Deliverable #3: A PowerPoint presentation that summarizes the data's findings for a lay person audience submitted by September 15th.

### **III. PERFORMANCE BY CHEF**

- 3.1 CHEF will designate a contact person for the project.
- 3.2 CHEF will coordinate up to once per month meetings between Metro Health and CHEF for technical assistance related to the project and project updates.
- 3.3 CHEF will be responsible for all aspects of data collection: to include survey distribution, collection, and data input into electronic format.
- 3.4 CHEF will be the point of contact between the data collection sites and the project.
- 3.5 CHEF will provide feedback on the project deliverables up until final version of the PowerPoint is accepted.
- 3.6 CHEF will include the City's Metro Health as a contributor for any professional reports of publications that include the data findings.

### **IV. TERM**

- 4.1 This contract shall commence on January 1, 2020, and shall terminate December 31, 2020 unless extension or earlier termination shall occur pursuant to the terms of this contract. This agreement may be renewed by mutual agreement of the parties for two one year terms. Any renewals shall be in writing and signed by the parties. The City Manager or designee or the Director of Metro Health shall have the authority to execute renewals on behalf of the City.

### **V. LOCATION**

- 5.1 Services to be provided under this agreement will be provided at the appropriate facility as agreed upon by mutual consent of the City and CHEF. The type of services to be provided by City shall dictate at which location said services are to be administered.

### **VI. BILLING**

- 6.1 CHEF agrees to pay City a fee of \$40.00 per hour up to an amount of SIX THOUSAND FIVE HUNDRED DOLLARS (\$6,500.00) to City for services provided under this agreement.
- 6.2 The City will submit invoices at the end of each quarter to CHEF that includes hours worked supporting the deliverables.
- 6.3 CHEF shall remain liable for the payment of services rendered under this agreement until all such payments are made and received by City.

### **VII. COMPLIANCE**

- 7.1 The parties agree to comply with all federal, state, and local laws and ordinances applicable to the work or services to be performed under this Agreement.

#### **VIII. AMENDMENT**

- 8.1 Amendments or modifications to this agreement may be initiated by either party hereto provided a ten (10) day written notice is given to the other party. No amendment, modification or alteration of the terms of this agreement shall be binding unless same be in writing, dated subsequent to the date hereof and duly executed and mutually agreed to by the parties to this agreement

#### **IX. ASSIGNING INTEREST**

- 9.1 Both parties shall not transfer or assign any interest in this agreement without the prior written consent of the other party and approval by the San Antonio City Council by means of an ordinance.

#### **X. INDEMNITY**

- 10.1 The City acknowledges that is subject to, and complies with, the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001, *et. seq.*, and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

#### **XI. RELATIONSHIP OF THE PARTIES**

- 11.1 City and CHEF mutually agree that nothing contained herein shall be construed by either party hereto or by any third party as creating the relationship of principal and agent, partners, joint venture or any other similar such relationship between the parties hereto.
- 11.2 City and CHEF understand and agree that neither party to this agreement has authority to bind the other or to hold out to third parties that it has the authority to bind the other.

#### **XII. TERMINATION**

- 12.1 City and CHEF understand and mutually agree that this agreement may be terminated by either party upon giving thirty (30) days' written notice, by certified mail, to the other party. Notice is said to be given when the written notice is received by the other party. The parties agree that the failure to secure adequate funding by CHEF to meet the obligations set out within this agreement shall be grounds for immediate termination of this agreement by City.
- 12.2 CHEF will pay the City for services rendered through the date of termination.

#### **XIV. ACCESS TO RECORDS**

- 14.1 Subject to federal, state and local laws, City, CHEF or any duly authorized representative of each shall have access to any records, data or other information directly related to or generated as a result of the services provided hereunder for the purpose of conducting audits or examination.

#### **XV. RETENTION OF RECORDS**

- 15.1 The parties agree to maintain financial records of or concerning the services provided hereunder for a period consistent with applicable retention schedules from the date of termination of this agreement.

#### **XVI. CONFIDENTIAL INFORMATION**

- 16.1 To the extent allowed by law, both parties agree to maintain confidentiality of records in accordance with all City, State, and Federal laws and regulations.

#### **XVII. SUBSTANTIAL INTEREST**

- 17.1 CHEF acknowledges that it is informed that Texas law prohibits contracts between City and any local public official such as a City officer or employee, and that the prohibition extends to any officer or employee of City boards and commissions and to contracts involving a business entity in which the official has a substantial interest, as defined by Texas law, if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity.
- 17.2 CHEF certifies, and this agreement is made in reliance thereon, that neither it, its individual officers, employees or agents, nor any person having a substantial interest in this agreement is an officer or employee of the CITY or any of its agencies, boards or commissions.

#### **XIX. NOTICES**

- 19.1 For purposes of this agreement, all official communications and notices between the parties shall be deemed sufficient if in writing, mailed, certified mail, postage prepaid, to the addresses set forth below:

##### **CITY**

City of San Antonio  
San Antonio Metropolitan Health District  
Attention: Director  
111 Soledad, Suite 1000  
San Antonio, Texas 78205

##### **CHEF**

Attention: Anne Messbarger-  
Eguia

250 East Grayson, Ste. C  
San Antonio, Texas 78215

- 20.1 This Contract shall be governed by and construed in accordance with the laws of the State of Texas. Any dispute arising out of or in connection with this agreement shall be filed and heard in the state or federal courts of San Antonio, Texas, and the parties consent to exclusive jurisdiction of such courts.

#### **XXI. FULL AGREEMENT**

- 21.1 This agreement constitutes the final and entire agreement between the parties hereto and contains 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 hereof and duly executed by the parties.

#### **XXII. AUTHORITY**

- 22.1 The signers of this agreement, by placing their signature below, represent and warrant that they have full authority to execute this agreement on behalf of the respective party each represents.

#### **XXIII. SEVERABILITY**

- 23.1 In case any one or more of the provisions contained 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 provision thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The parties further agree 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.

#### **XXIV. CAPTIONS**

- 24.1 The captions contained in this agreement are for convenience of reference only, and in no way limit or enlarge the terms or conditions of this agreement.

IN WITNESS OF WHICH THIS AGREEMENT HAS BEEN EXECUTED ON THE DATES INDICATED BELOW, AND SHALL BE EFFECTIVE BEGINNING ON January 1, 2020.

**CITY OF SAN ANTONIO**

\_\_\_\_\_  
Jennifer Herriott, M.P.H.  
Interim Director  
San Antonio Metropolitan Health District

**CULINARY HEALTH EDUCATION  
FOR FAMILIES**

  
\_\_\_\_\_  
Suzanne Mead Feldmann  
Chief Executive Officer

\_\_\_\_\_  
Date

11/15/2019  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney