

PROFESSIONAL SERVICES CONTRACT

This CONTRACT is made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as "CITY"), a Texas municipal corporation, and Cultures Connecting, having its principal place of business at 17701 108th Ave Suite #353 Renton, Washington 98055 (hereinafter referred to as "CONSULTANT").

I. PURPOSE

- 1.1 The purpose of this CONTRACT is to state the terms and conditions under which the CONSULTANT shall provide train the trainer consulting services to facilitate diversity, equity, and inclusion training..

II. SCOPE OF SERVICES

2.1 The CONSULTANT shall work with the City of San Antonio, and with appropriate CITY officials to perform any and all related tasks required by the CITY in order to fulfill the purposes of this CONTRACT. The CONSULTANT agrees that Ilsa Govan will be CONSULTANT'S point of contact for the services to be performed under this CONTRACT. The CITY is an Equal Opportunity Employer and does not discriminate. CONSULTANT shall conduct all activities in accordance with this and all other applicable federal, state and local requirements.

2.2 CONSULTANT shall provide the following services:

2.2.1 Design curriculum and training for the newly recruited City employee trainers, who will facilitate an in-depth understanding of equity, implicit bias, diversity and inclusion concepts, along with providing them with an understanding of strong group facilitation skills for multi-cultural audiences. The curriculum will incorporate themes of racial justice while simultaneously exploring concepts of intersectionality and systems of oppression aside from race. The training will prepare the cohort of City employee trainers to support City Departments in creating and measuring departmental equity strategic plans. The curriculum will include:

- a. Basic concepts of being a skilled Diversity Equity Inclusion (DEI) trainer and how to train others on basic DEI concepts, principles and practices;
- b. Implicit and explicit bias;
- c. Managing difficult conversations, as well as intercultural conflict resolution techniques/methods/skills;
- d. Theory relating to an individual, interpersonal, institutional and structural racism and organizational change, and
- e. Creating an inclusive work environment where all employees can be their authentic selves and thrive.

2.2.2 In-person, 40-hour facilitated training of up to 20 City employee trainers to take place no later than mid July 2019, using the proposed curriculum approved by the City. Participants in the training will be prepared to:

- a. Train other City employees on the concepts of equity, implicit bias, diversity and inclusion;
- b. Support the City organization with normalizing common language and provide historical context around equity, racial justice, implicit bias, diversity and inclusion, along with the City's various equity assessment tools;
- c. Apply various equity assessment tools and evaluate the equitability of a new or existing program, practice, policy, and City service, and
- d. Affect change to promote equity in their areas of responsibility to include human resources, infrastructure, policies, programs, and/or practices.

2.2.3 Create training materials relating to advancing DEI and specifically equity in government to be used by City employee trainers. These materials will include historical context of existing disparities in low-income communities, communities of color and gender disparities, along with specific information relating to present day disparities faced by these populations. Suggested solutions will need to be focused on how City employees can help improve outcomes for the most marginalized communities in San Antonio in their roles as government employees.

2.2.4 **CONSULTANT** will consult with the Office of Equity during training content development. The Office of Equity will provide final approval of all content to be used during cohort training.

2.2.5 Provide training support during the term of the contract.

2.3 **CONSULTANT** shall perform services in accordance with the ordinary, reasonable standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the San Antonio, Texas area, under similar circumstances. This includes the knowledge and experience ordinarily required of a member of that profession, and includes performing the skills necessary to adequately cope with problems that arise in performing its services, which skills are not possessed by ordinary laymen.

2.4 **CONSULTANT** acknowledges that the services listed below are identified as additional services the **CITY** may request **CONSULTANT** to provide. If requested, **CONSULTANT** shall provide said service(s) under the same terms and conditions of this **CONTRACT** and without the need for further Council action provided funding is appropriated. **CITY** will affect such a request for contingent additional services by forwarding a written request, executed by the Chief Equity Officer or designee, to **CONSULTANT**. Within said request, the Chief Equity Officer shall state the scope of services **CONSULTANT** is to provide, the period of time within which said service is to

be completed; and the consideration to be paid by CITY for the additional service provided, as agreed upon with CONSULTANT.

The following services are herein designated as contingent additional services:

- Additional trainings beyond the identified core Scope trainings outlined in Article II. Scope, 2.2.2.

III. SUBCONTRACTING

- 3.1 Any work or services approved for subcontracting hereunder 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 Contract. Compliance by subcontractors with this Contract 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 Contract to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the CITY.
- 3.2 Except as otherwise stated herein, CONSULTANT may not sell, assign, pledge, transfer or convey any interest in this Contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the CITY. As a condition of such consent, if such consent is granted, CONSULTANT shall remain liable for completion of the services outlined in this Contract in the event of default by the successor CONSULTANT, assignee, transferee or subcontractor.
- 3.3 Any attempt to transfer, pledge or otherwise assign this Contract without said 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 Contract, CITY may, at its option, cancel this Contract and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Article XIII. Termination, notwithstanding any other remedy available to CITY under this Contract. The violation of this provision by Consultant shall in no event release CONSULTANT from any obligation under the terms of this Contract, nor shall it relieve or release CONSULTANT from the payment of any damages to CITY, which CITY sustains as a result of such violation.

IV. TERM OF CONTRACT

- 4.1 The term of the contract is for a one year period beginning March 15, 2019 through March 14, 2020. The term contains at City's sole option one, one year renewal period. Renewal must be in writing and signed by the Chief Equity Officer or designee without further action by City Council provided funds are appropriated.

V. PAYMENT FOR SERVICES

- 5.1 In consideration of the professional services to be rendered by **CONSULTANT**, **CITY** shall pay a total cost not to exceed an amount of \$135,000.00. **CITY** shall pay the professional fee up to the annual amount listed below upon receipt of invoices detailing services by day, hours and staff. Payment will be made on an annual basis at the conclusion of services as follows:

Curriculum Development (Year 1 only)	\$6,000.00
One On-site Training Travel and Accommodations	\$4,500.00
One On-site Training	\$55,000.00
Contingent Additional Services	\$250.00 per hour

YEAR 1- \$65,500.00

YEAR 2 option - \$59,500.00

This fee shall constitute full and complete payment for all services to be performed by **CONSULTANT** under this **CONTRACT**. The pricing above includes all professional and administrative services, as well as expenses associated with materials, supplies, overhead, and travel. Air fare **CONSULTANT** uses shall be economy or coach class. No administration or overhead fees may be charged. **CONSULTANT** shall only be entitled to compensation of the actual amount of each expense incurred. **CONSULTANT** shall submit a request for reimbursement to the Director for hourly rate on-site meeting travel expenses incurred. The request shall include documentation of the type and amount of each expense for which reimbursement is requested.

- 5.2 **CITY** shall not be obligated or liable under this **CONTRACT** to any party, other than **CONSULTANT** for payment of any monies or provision for any goods or services.

VI. CONFIDENTIAL WORK

- 6.1 No reports, information, project evaluation, project designs, data or any other documentation developed by, given to, prepared by, or assembled by the **CONSULTANT** under this **CONTRACT** shall be disclosed or made available to any individual or organization by the **CONSULTANT** without the prior written approval of the **CITY**.
- 6.2 The **CONSULTANT** shall establish a method to secure the confidentiality of records and information that the **CONSULTANT** may have access to, in accordance with the applicable federal, state, and local laws and regulations. This provision shall not be construed as limiting the **CITY'S** or its authorized representatives' right of access to records or other information under this **CONTRACT**.

- 6.3 If the **CONSULTANT** receives inquiries regarding documents within their possession pursuant to this **CONTRACT**, the **CONSULTANT** shall immediately forward such request to the **CITY** for disposition.

VII. OWNERSHIP OF DOCUMENTS

- 7.1 All reports, information and other data given to, prepared or assembled by the **CONSULTANT** under this **CONTRACT**, and any other related documents or items shall become the sole property of the **CITY**. Such reports, information and other data shall be delivered at no cost to the **CITY** upon request or termination of this **CONTRACT** without restriction on future use. The **CONSULTANT** may make copies of any and all documents for its files, at its sole cost and expense.
- 7.2 The **CONSULTANT** shall retain all records owned by or to which the **CITY** has access to, for the retention periods set forth in the Texas Local Government Records Act.

VIII. NON-WAIVER

- 8.1 Unless otherwise specifically provided for in this Contract, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Contract 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 herein contained. 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 Contract, or to exercise any option herein contained, 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 hereto of any provision of this Contract 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 hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

IX. INSURANCE REQUIREMENTS

- 9.1 A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Risk Department, which shall be clearly labeled "Executive Compensation and Evaluation Service" 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 Risk Management Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) 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.

C) A Contractor's financial integrity is of interest to the City; therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Contractor'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. Workers' Compensation 2. Employers' Liability	Statutory \$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 <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
4. Business Automobile Liability a. Owned/leases vehicles b. Non-owned vehicles c. Hired Vehicles	\$1,000,000 per occurrence
5. Professional Liability (Claims-made basis) To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.

D) Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Contractor. 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.

E) 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. Contractor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Contractor shall pay any costs incurred resulting from provision of said documents.

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

F) Contractor 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.

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

H) In addition to any other remedies the City may have upon Contractor'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 Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

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

J) It is agreed that Contractor'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.

K) 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..

L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

M) The City will in no event be responsible for injury claims from the sub-contractors while performing work on City premises.

X. INDEMNIFICATION

- 10.1 CONSULTANT covenants and agrees to FULLY INDEMNIFY, DEFEND 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 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 CONSULTANT's activities under this Agreement, including any acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, contractor or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the 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 CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR 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.**
- 10.2 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.**

- 10.3 **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 activities under this contract.**

XI. INDEPENDENT CONTRACTOR

- 11.1 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 hereunder 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 respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and Consultant. The parties hereto 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 Contract and that the Consultant has no authority to bind the City.

XII. TERMINATION

- 12.1 For purposes of this CONTRACT, "termination" of this CONTRACT shall mean termination by expiration of the CONTRACT term or earlier termination pursuant to any of the provisions hereof.
- 12.2 **TERMINATION BY NOTICE:** The CONTRACT may be canceled by either party upon written notice, provided such notice specifies an effective date of termination, which shall be not less than thirty (30) calendar days or more than ninety (90) days from the date such notice is received by the other party. If the notice does not specify a date of termination, the effective date of termination shall be thirty (30) calendar days after receipt of the notice by the other party. All files are the property of the CITY and, at the CITY'S request, will be delivered at no cost to the CITY or its designated recipient at the effective date of termination.
- 12.3 **TERMINATION FOR CAUSE:** Should either party default in the performance of any of the terms or conditions of this CONTRACT, the other party shall deliver to the defaulting party written notice thereof specifying the matters on default. The defaulting party shall have ten (10) calendar days after its receipt of the written notice to cure such default. If the defaulting party fails to cure the default within such ten (10) day period, this CONTRACT shall terminate at 11:59 p.m. on the tenth day after the receipt of the notice by the defaulting party.
- 12.4 **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 CONTRACT shall automatically terminate as of the effective date of such prohibition.

- 12.5 **EFFECT OF TERMINATION:** The period between notice of termination and the effective date of termination shall be used to affect an orderly transfer of records and funds, if any, from the **CONSULTANT** to the **CITY** or to any person or entity that the **CITY** may designate. Any records transfer shall be completed within fifteen (15) calendar days of the termination date. Any such transfer of records or funds shall be completed at the **CONSULTANT'S** sole cost and expense.
- 12.6 Within thirty (30) calendar days of the effective date of termination (unless an extension is authorized in writing by the **CITY**), the **CONSULTANT** shall submit to the **CITY**, its claim, in detail, for the monies owed by the **CITY** for services performed under this **CONTRACT** through the effective date of termination.
- 12.7 Upon termination or cancellation of this **CONTRACT**, the **CITY** may immediately commence an audit of the **CONSULTANT'S** books, accounts, and records. Within thirty (30) calendar days after being notified by the **CITY** of the results of said audit, the **CONSULTANT** shall pay the **CITY** any amount shown by said audit to be owed the **CITY** or its employees. No waiver of existing default shall be deemed to waive any subsequent default.

XIII. CONFLICT OF INTEREST

- 13.1 **CONSULTANT** acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with the **CITY** or any City agency such as City-owned utilities. 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 parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- 13.2 **CONSULTANT** warrants and certifies, and this **CONTRACT** is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the **CITY**. **CONSULTANT** further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.
- 13.3 **CONSULTANT** warrants that no person or selling agency has been employed or retained to solicit or secure this **CONTRACT** upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or

bona fide established commercial or selling agencies maintained by **CONSULTANT** for the purpose of securing business. For breach or violation of this warranty, **CITY** shall have the right to rescind this **CONTRACT** without liability or, at its discretion, to deduct from the **CONTRACT** price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

If at any time it shall be found that the person, firm or corporation to whom a **CONTRACT** has been awarded has, in presenting any proposal, colluded with any other party or parties, then the contract so awarded shall be voidable at **CITY'S** option, and **CONSULTANT** shall be liable to **CITY** for all loss or damage that **CITY** may suffer thereby.

XIV. NOTICE

4.1 Any notice required or permitted to be given under this **CONTRACT** shall be sufficient if given in writing and sent by Certified Mail, return receipt requested, postage prepaid to the **CITY** or to the **CONSULTANT** at the addresses set forth below or to any other address of which written notice of change is given:

CITY

**City of San Antonio
Office of Equity
203 S. St. Mary's St. Suite 140
San Antonio, Texas 78205**

CONSULTANT

**Cultures Connecting
17701 108th Ave Suite #353
Renton, Washington 98055**

XV. CAPTIONS

15.1 The captions to the various clauses of this **CONTRACT** are for convenience or reference purposes only and shall in no way limit, enlarge or alter the substance of the terms and conditions of this **CONTRACT**.

XVI. SUCCESSORS AND ASSIGNS

- 16.1 This **CONTRACT** shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and their assigns, except as otherwise expressly provided for herein.

XVII. GOVERNING LAW AND LEGAL FEES

- 17.1 **THIS CONTRACT 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.**
- 17.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Contract shall be heard and determined in the City of San Antonio, Bexar County, Texas.
- 17.3 The Parties expressly agree that in the event of litigation, each party waives its right to attorneys' fees.

XVIII. ENTIRE AGREEMENT

- 18.1 This **CONTRACT**, including the Exhibits, embodies the final and entire agreement of the parties hereto, superseding all verbal or written agreements, previous and/or contemporaneous agreements between the parties and relating to matters in this **CONTRACT**. No other agreements, verbal or otherwise, regarding the matters of this **CONTRACT** shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof, and executed by the parties hereto. It is agreed that **CITY'S** Request for Proposal and **CONSULTANT'S** Proposal are part of this contract and are attached as Exhibit A and B. The terms of this **CONTRACT** shall be final and binding where there is any conflict between the terms of **CITY'S** Request for Proposal, **CONSULTANT'S** Proposal and the terms of this **CONTRACT**; **CITY'S** Request for Proposal shall control where it conflicts with **CONSULTANT'S** Proposal.

XIX. LEGAL AUTHORITY

- 19.1 The signer of this **CONTRACT** for the **CONSULTANT** represents, warrants, assures, and guarantees full legal authority to execute this **CONTRACT** on behalf of the **CONSULTANT** and to bind the **CONSULTANT** to all the terms, conditions, provisions and obligations herein contained.

XX. GENDER

- 20.1 Words of any gender used in this **CONTRACT** shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include plural, unless the context otherwise requires.

XXI. SEVERABILITY

21.1 If any clause or provision of this CONTRACT 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 CONTRACT 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 CONTRACT that is invalid, illegal or unenforceable, there be added as part of the CONTRACT, 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.

XXII. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

22.1 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.

22.2 "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.

22.3 "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.

22.4 By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

XXIII. PROHIBITION ON CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Consultant hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under

contract with City. City hereby relies on Consultant's certification. If found to be false, or if Consultant is identified on such list during the course of its contract with City, City may terminate this Agreement for material breach.

XXIV. ACKNOWLEDGEMENT

24.1 Each of the parties acknowledges that it has read this CONTRACT, understands its contents and executes this CONTRACT voluntarily.

EXECUTED by the **CITY** and by the **CONSULTANT**, acting through their duly authorized officials, as of the dates indicated below.

CITY OF SAN ANTONIO, TEXAS

CULTURES CONNECTING

Maria Villagomez
Assistant City Manager


Ilsa Govan
Co-Founder

Date:

Date: 3/4/19

Approved as to form:

Krista Cover
Assistant City Attorney