

ORDINANCE 2019-03-21-0237

APPROVING AN INTERLOCAL AGREEMENT WITH THE UNIVERSITY OF NORTH TEXAS IN AN AMOUNT UP TO \$114,196.00 FOR THE PERIOD THROUGH SEPTEMBER 30, 2019 FOR THE PURPOSE OF CONDUCTING A COMPREHENSIVE SENIOR SERVICES STRATEGIC PLAN.

* * * * *

WHEREAS, the City's Senior Services Program annually provides services to more than 33,000 seniors 60 years and above; and

WHEREAS, services include a midday meal in a congregate setting at 10 senior centers, 8 nutrition sites and 35 partnership agency sites; as well as health and wellness and social activities, exercise, arts, computer instructions, nutritional education, case management; and

WHEREAS, at the request of City Council, a comprehensive strategic planning process for the Senior Services Program was last completed by KGB Texas and presented to City Council on October 5, 2011, with final implementation of plan recommendations by Fiscal Year 2018; and

WHEREAS, additionally, in March 2014, the City committed to the World Health Organization's Age Friendly Cities Initiative, a commitment which was reaffirmed by Mayor Nirenberg in September 2017; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or designee, or the Director of the Department of Human Services (DHS) or designee, is authorized to execute an Interlocal Agreement, and any necessary amendments, with the University of North Texas in an amount up to \$114,196.00 for the period through September 30, 2019 for the purpose of conducting a comprehensive Senior Services Strategic Plan. A copy of the Interlocal Agreement, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment I**.

SECTION 2. Funding is available from General Ledger 5201040, and Internal Order Number 138000002324 and Fund 2201138002 of the Senior Nutrition Project grant, for a total amount up to \$114,196.00. Payment not to exceed the budgeted amount is authorized to the University of North Texas Department of Public Administration upon issuance of a purchase order.

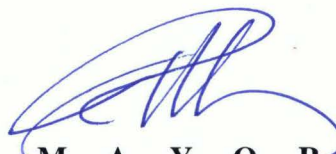
SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds

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Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

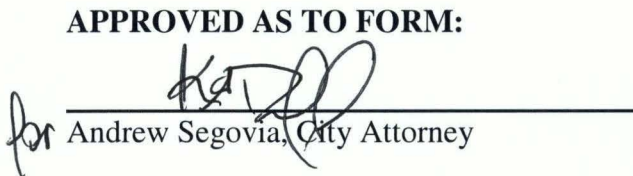
SECTION 4. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 21st day of March, 2019.


M A Y O R
Ron Nirenberg

ATTEST:

Leticia M. Vacck, City Clerk

APPROVED AS TO FORM:

for Andrew Segovia, City Attorney

Agenda Item:	32 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 12A, 12B, 12C, 14, 16, 17, 18, 19, 20, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 35, 36, 37A, 37B, 38A, 38B, 38C, 39A, 39B, 39C, 39D)						
Date:	03/21/2019						
Time:	09:59:57 AM						
Vote Type:	Motion to Approve						
Description:	Ordinance approving an Interlocal Agreement with the University of North Texas in an amount up to \$114,196.00 for the period through September 30, 2019 to conduct a comprehensive Senior Services Strategic Plan. Funds were previously authorized in the FY 2018 Senior Nutrition Program Grant Budget. [Colleen Bridger, Interim Assistant City Manager; Melody Woosley, Director, Human Services]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x			x	
Art A. Hall	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				x
Clayton H. Perry	District 10		x				

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Attachment I

**INTERLOCAL AGREEMENT
WITH
THE UNIVERSITY OF NORTH TEXAS**

This CONTRACT ("Contract") is made and entered into by and between the CITY OF SAN ANTONIO, a Texas municipal corporation ("CITY"), acting by and through its Director of the Department of Human Services, and the University of North Texas ("UNIVERSITY") an academic agency of the State of Texas. Both CITY and UNIVERSITY may be collectively referred to as the "Parties." This Contract is made and entered into by the Parties pursuant to the authority under the Interlocal Cooperation Act, Texas Gov't Code 791 *et seq.*

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.

I. TERM

- 1.1 This CONTRACT shall commence upon execution and shall terminate on September 30, 2019 unless earlier termination shall occur pursuant to any provision hereof.

II. SCOPE OF SERVICES

- 2.1 The UNIVERSITY agrees to provide all services in compliance with the Statement of Work attached hereto as **Attachment A** in a manner reasonably satisfactory to the Director of the Department of Human Services ("Director").

III. COMPENSATION TO UNIVERSITY

- 3.1 In consideration of UNIVERSITY's performance in a reasonably satisfactory and efficient manner, as determined by Director of all services and activities set forth in this CONTRACT, CITY agrees to pay UNIVERSITY an amount not to exceed **\$114,196.00** as total compensation, to be paid to UNIVERSITY in accordance with the Budget in Attachment B.
- 3.2 Beginning thirty (30) days after the execution date of the CONTRACT, UNIVERSITY may submit invoices to CITY, in a form acceptable to CITY, which CITY shall pay within thirty (30) days of receipt and approval by Director. Invoices shall be submitted, not more than monthly, to: City of San Antonio, Department of Human Services, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.
- 3.3 The Parties hereby agree that all compensable expenses of UNIVERSITY have been provided for in the total payment to UNIVERSITY as specified in section 3.1 above. No additional fees or expenses of UNIVERSITY shall be charged by UNIVERSITY nor be payable by CITY, without prior approval and written agreement of the Parties.
- 3.4 Final payment due under the CONTRACT will not be paid until all the work, reports, data, documents and any other unfinished services necessary to complete performance under the CONTRACT have been received, performed and are approved by the CITY. The CITY shall not be liable for any payment under this CONTRACT for services which are reasonably unsatisfactory or which have not been approved by the CITY.
- 3.5 CITY shall not be obligated or liable under the CONTRACT to any party, other than UNIVERSITY, including any subcontractors, for payment of any monies for provision of any goods or services.
- 3.6 If this CONTRACT is partially or wholly grant funded, and reduced funds are awarded to the CITY, the budget for this CONTRACT may be adjusted to correspond to the actual award received by the CITY. Written notice of such adjustments shall be promptly delivered to UNIVERSITY. CITY shall remain responsible for payment to UNIVERSITY for any and all work performed prior to receipt of such notice.

IV. INDEPENDENT CONTRACTOR

- 4.1 UNIVERSITY understands and agrees that UNIVERSITY is and shall be deemed to be an independent contractor, and not an officer, agent, servant or employee of CITY, and that UNIVERSITY is responsible for the acts or omissions of its officers, agents, employees, contractors, subcontractors and consultants, and that the CITY shall in no way be responsible therefor. Nothing contained herein shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the Parties hereto. UNIVERSITY understands and agrees 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 UNIVERSITY under this CONTRACT. Neither party hereto has authority to bind the other or to hold out to third parties that it has the authority to bind the other.

V. CONFIDENTIALITY AND PUBLICATION

- 5.1 During the course of this CONTRACT, the Parties may exchange confidential information. Information shall be deemed confidential if so marked in writing or so designated orally or in writing. In case of oral designation, disclosure must be followed by written documentation within thirty (30) days, confirming that the information is confidential information. Each Party agrees to hold and maintain all confidential information, whether oral or written, in confidence and not disclose to others, not make copies of it, not use it, except as expressly agreed beforehand by the disclosing Party. This restriction continues for five (5) years from the date of receiving information, and does not apply to any items of information which:
- (a) Are in the public domain at the time of disclosure; or
 - (b) Becomes part of the public domain after disclosure by publication or otherwise, other than in violation of the commitment herein; or
 - (c) Was in the possession of the receiving Party at the time of disclosure from the disclosing Party, and was not acquired or received, directly or indirectly, from the disclosing Party; or
 - (d) Was received by the receiving Party after the time of disclosure from the disclosing Party by a third party who did not require it to be held in confidence and who did not acquire it, directly or indirectly, from the disclosing Party under an obligation of confidence.

In the event the receiving party is required by law, regulation, or court order to disclose any of the disclosing party's confidential information, the receiving party will notify the disclosing party in writing prior to making such disclosure in order to facilitate the disclosing party seeking a protective order or other appropriate remedy from the appropriate legal body. The receiving party further agrees that if the disclosing party is not successful in precluding the requesting legal body from reviewing the confidential information, it will furnish only that portion of the confidential information which is legally required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the confidential information.

- 5.2 Both parties shall be free to publish the results of work under this Agreement. Title to and the right to determine the disposition of any copyrights on publications relating to the performance of the work hereunder shall remain with UNIVERSITY, who shall have the sole right to determine the disposition of those copyrights. However, prior to publication, UNIVERSITY shall provide to CITY a thirty (30) day period in which to review proposed publications, identify proprietary or confidential information, and submit comments. UNIVERSITY shall not publish or otherwise disclose proprietary or confidential information identified by CITY and will give full consideration to all comments before publication. Furthermore, upon request of the reviewing party, publication will be deferred for up to thirty (30) additional days for preparation and filing of any patent application which CITY has the right to file.
- 5.3 UNIVERSITY shall comply with laws, regulations and rules pertaining to confidentiality and shall establish a method to secure the confidentiality of documents and information that UNIVERSITY may

have access to, in accordance with the applicable federal, state, and local laws, rules and regulations. This provision shall not be construed as limiting CITY's right of access to records or other information under this CONTRACT.

VI. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

- 6.1 Title to data (which is defined as including, but not limited to; software, writings, sound recordings, pictorial reproductions, drawings or other graphical representations, reports, blueprints and works of any similar nature, whether or not copyrighted or copyrightable) first produced or composed by UNIVERSITY employees in the performance of work under this CONTRACT shall be the sole and exclusive property of UNIVERSITY. UNIVERSITY shall have the sole right to determine the disposition of copyrights or other rights resulting from the performance of work; provided that UNIVERSITY hereby grants to CITY a royalty free, non-exclusive license to reproduce, modify and use all such data for its own purposes.
- 6.2 Title to all inventions and discoveries made solely by UNIVERSITY inventors resulting from the research project shall reside with UNIVERSITY; title to all inventions and discoveries made solely by CITY inventors resulting from the research project shall reside with CITY; title to all inventions and discoveries made jointly by UNIVERSITY and CITY inventors resulting from the research project shall reside jointly with UNT and Sponsor.
- 6.3 UNIVERSITY shall notify CITY immediately of any requests for information from a third party which pertain to documents obtained and/or generated pursuant to this CONTRACT. UNIVERSITY understands and agrees that CITY will process and handle all such requests.

VII. RIGHT OF REVIEW AND AUDIT; RECORDS RETENTION

- 7.1 UNIVERSITY and its subcontractors, if any, shall properly, accurately and completely maintain all documents, and shall make such materials available to the CITY, at all reasonable times and as often as CITY may deem necessary during the CONTRACT 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.
- 7.2 If UNIVERSITY receives inquiries regarding documents within its possession pursuant to this CONTRACT, UNIVERSITY shall (a) within three (3) business days of receiving the requests forward such requests to City for notification purposes and to afford the CITY the opportunity to assert any applicable arguments or protections necessary to protect its information, and (b) take action as authorized under the Public Information Act to protect information that may be confidential pursuant to state or federal law. If the requested information is confidential pursuant to state or Federal law, the UNIVERSITY shall submit to CITY the list of specific statutory authority mandating confidentiality no later than three (3) business days of UNIVERSITY's receipt of such request.
- 7.3 UNIVERSITY 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 CONTRACT. If, at the end of the retention period, there is litigation or dispute arising from, involving or concerning this documentation or the services provided hereunder, UNIVERSITY shall retain the records until the resolution of such litigation or dispute. UNIVERSITY acknowledges and agrees that CITY shall have access to any and all such documents at any and all reasonable times, as deemed necessary by CITY, during said retention period. CITY may, at its election, require UNIVERSITY to return the documents to CITY at UNIVERSITY's expense prior to or at the conclusion of the retention period. In such event, UNIVERSITY may retain a copy of the documents.

VIII. LICENSES AND CERTIFICATIONS

- 8.1 UNIVERSITY represents and certifies that UNIVERSITY and any other person designated by it to provide services hereunder has the requisite training, license and/or certification to provide said services and that

UNIVERSITY meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

IX. COMPLIANCE

- 9.1 This CONTRACT is funded wholly or in part by the U.S. Department of Health and Human Services through the Head Start grant (CFDA # 93.600). UNIVERSITY shall provide and perform all services under this CONTRACT in compliance with all applicable federal, state, local laws, rules and regulations. Failure to comply with applicable laws and regulations could subject the UNIVERSITY to suspension of payments, termination of CONTRACT, and debarment and suspension actions.
- 9.2 UNIVERSITY certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.
- 9.3 As a party to this CONTRACT, UNIVERSITY understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein. Also, UNIVERSITY certifies that it will comply fully with the following nondiscrimination and equal opportunity provisions:
- a. Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - b. Section 504 of the Rehabilitation Act of 1973, as amended;
 - c. The Age Discrimination Act of 1975, as amended;
 - d. Title IX of the Education Amendments of 1972, as amended; and
 - e. All applicable regulations implementing the foregoing laws.

X. CONFLICT OF INTEREST

- 10.1 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 City's Ethics Code, from having a financial interest in any CONTRACT with 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 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.
- 10.2 UNIVERSITY represents and certifies, and this CONTRACT is made in reliance thereon, that it, its officers, employees and agents performing on this CONTRACT are neither a City officer nor an employee as defined by Section 2-52 (e) of the City's Ethics Code. UNIVERSITY further represents and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

XI. INSURANCE

- 11.1 UNIVERSITY and the CITY each maintain a self-insurance fund for general liability and worker's compensation claims and causes of action to meet their statutory obligations to each party's employees.

XII. INDEMNITY

- 12.1 UNIVERSITY and the CITY acknowledge they are political subdivisions of the State of Texas and are subject to, and comply 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. UNIVERSITY and City shall each promptly notify the other in writing of any claims or demands that become known against them in relation to or arising out of activities under this Contract.

XIII. RESERVED

XIV. TERMINATION

- 14.1 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.
- 14.2 TERMINATION BY NOTICE: The CONTRACT may be terminated 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 nor more than ninety (90) calendar 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) days after receipt of the notice by the other party.
- 14.3 TERMINATION FOR CAUSE: Should either party default in the performance of any of the terms or conditions of this CONTRACT, the non-defaulting party shall deliver to the defaulting party written notice thereof specifying the matters of 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 as of the end of such ten (10) day period.
- 14.4 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, and the CONTRACT may not be continued by severance of the prohibited duties, this CONTRACT shall automatically terminate as of the effective date of such prohibition.
- 14.5 NON-APPROPRIATION: In the event that through action or no action initiated by the City of San Antonio, the CITY's legislative body does not appropriate funds for the continuation of this CONTRACT and has no funds to do so from other sources, this CONTRACT may be terminated. To effect this termination, the CITY shall, thirty (30) days prior to the period for which funds are not appropriated, send the UNIVERSITY written notice stating that the City of San Antonio failed to appropriate funds.
- 14.6 EFFECT OF TERMINATION: Upon the effective date of expiration or termination of this CONTRACT UNIVERSITY shall cease all operations of work being performed by UNIVERSITY or any of its approved subcontractors pursuant to this CONTRACT, except as provided herein after. The period between notice of termination and the effective date of termination shall be used to effect an orderly transfer of records and documents and funds, if any, from the UNIVERSITY to the CITY or to such person(s) as the CITY may designate, if so requested by CITY; otherwise, the documents shall be retained by UNIVERSITY in accordance with Article VII, Right of Review and Audit; Records Retention. Any records or documents transfer shall be completed within fifteen (15) days of the termination date. Any such transfer of records or funds shall be completed at the UNIVERSITY's sole cost and expense.
- 14.7 Within sixty (60) days of the effective date of termination (unless an extension is authorized in writing by the CITY), the UNIVERSITY shall submit to the CITY, its final claim, in detail and marked "Final Invoice," for the monies owed by the CITY for services performed under this CONTRACT through the effective date of termination or non-cancelable commitments incurred prior to receipt of the notice of termination. The CITY shall pay UNIVERSITY in accordance with the provisions of Article III of this CONTRACT. Failure by UNIVERSITY to submit its claims within said sixty (60) days shall negate any liability on the part of CITY and constitute a waiver by UNIVERSITY of any and all right or claims to collect funds that UNIVERSITY may rightfully be otherwise entitled to for services performed pursuant to this CONTRACT.

- 14.8 Upon termination of this CONTRACT, the CITY may immediately commence an audit of the UNIVERSITY's books, accounts, and records. Within thirty (30) days after being notified by the CITY of the results of said audit, the UNIVERSITY shall pay the CITY any amount shown by said audit to be owed the CITY.
- 14.9 Termination not sole remedy. In no event shall CITY's action of terminating this CONTRACT, 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 UNIVERSITY for any default hereunder or other action.

XV. AMENDMENT

- 15.1 Except where the terms of this CONTRACT expressly provide otherwise, any amendment to this CONTRACT shall not be binding on the Parties unless such amendment be in writing, executed by both CITY and UNIVERSITY and dated subsequent to the date hereof.
- 15.2 It is understood and agreed by the Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this CONTRACT and that any such changes shall be automatically incorporated into this CONTRACT without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

XVI. NOTICE

- 16.1 Any notice required, permitted or appropriate under this CONTRACT shall be deemed sufficient, if in writing, and to have been duly given if and when delivered personally, with receipt acknowledged, or upon receipt if sent certified mail, return receipt requested, postage prepaid, to CITY or UNIVERSITY at the respective address set forth below or to any other address of which written notice of change is given:

CITY

Department of Human Services
 Attn: Director
 106 St. Mary's Street, 7th Floor
 San Antonio, Texas 78205

UNIVERSITY

The University of North Texas
 Attn: Julie Satagaj, Sr. Contract Analyst
 1155 Union Circle #305250
 Denton, Texas 76203-5017

XVII. LEGAL AUTHORITY

- 17.1 UNIVERSITY represents and certifies that the person signing on behalf of UNIVERSITY is fully authorized to execute this CONTRACT on behalf of UNIVERSITY and has authority to bind UNIVERSITY to all the terms, conditions, provisions and obligations contained herein.

XXVIII. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

- 18.1 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:
- (1) it does not boycott Israel; and
 - (2) it will not boycott Israel during the term of the contract.
- 18.2 "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.
- 18.3 "Company", for the purposes of this Article, 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.

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

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

- 19.1 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. UNIVERSITY 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 UNIVERSITY certification. If found to be false, or if UNIVERSITY is identified on such list during the course of its contract with City, City may terminate this CONTRACT for material breach.

XX. SUBCONTRACTING AND ASSIGNING INTEREST

- 20.1 None of the work covered by this CONTRACT shall be sub-contracted without the prior written consent of the CITY and, if necessary, appropriate amendment to this CONTRACT consistent with the requirements herein. The violation of this provision by UNIVERSITY shall not release UNIVERSITY from any obligation under the terms of this CONTRACT, nor shall it relieve or release UNIVERSITY from the payment of any damages to CITY which CITY sustains as a result of such violation
- 20.2 UNIVERSITY shall not assign or transfer UNIVERSITY's interest in this CONTRACT or any portion hereof without the written consent of CITY and, if applicable, the Grantor. Any attempt to transfer, pledge or otherwise assign shall be void *ab initio* and shall confer no rights upon any third person or party.

XXI. SUCCESSORS AND ASSIGNS

- 21.1 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, however, UNIVERSITY may not assign this CONTRACT without prior written consent of CITY in accordance with Article XVIII hereof.

XXII. NON-WAIVER

- 22.1 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. 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 both Parties. 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.

XXIII. GOVERNING LAW

- 23.1 **THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.**
- 23.2 CITY acknowledges that UNIVERSITY is a state agency and institution of higher education established under Texas law and governed by the Board of Regents of The University of Texas System. Therefore, notwithstanding anything in this CONTRACT to the contrary, UNIVERSITY agrees to comply with state and federal laws as described herein only to the extent such laws apply to UNIVERSITY and UNIVERSITY agrees to comply with CITY laws and policies only to the extent such laws and policies do not conflict with federal or state laws or policies applicable to UNIVERSITY. Additionally CITY and

UNIVERSITY agree that, notwithstanding anything in this CONTRACT to the contrary, (a) nothing in this CONTRACT shall preclude, waive or limit any claim of either party or the State of Texas or either party's or the State's right to seek redress in the courts, (b) neither UNIVERSITY's nor CITY'S failure to act in accordance with any provision of this CONTRACT shall preclude, waive or limit any claim of either party or the State of Texas or either party's or the State's right to seek redress in the courts, and (c) neither the execution of this CONTRACT by the parties nor any other conduct, action or inaction of any representative of either party relating to this CONTRACT constitutes or is intended to constitute a waiver of the parties' or the State's sovereign immunity to suit.

XXIV. SEVERABILITY

- 24.1 If any clause or provision of this CONTRACT is held invalid, illegal or unenforceable under present or future laws during the term of this CONTRACT, including any extension, it is the intention of the Parties hereto that the remainder of the CONTRACT shall not be affected thereby, and that in lieu of each clause or provision of the CONTRACT that is held invalid, illegal or unenforceable, a new clause or provision be added, as similar in terms and content, to be legal, valid, and enforceable under the CONTRACT.
- 25.1 Each of the Attachments listed below is an essential part of the CONTRACT, which governs the rights and duties of the Parties. This CONTRACT, together with its authorizing ordinance, exhibits and attachments, if any, embodies the final and entire agreement of the Parties hereto, and contains all of the terms and conditions agreed upon, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this CONTRACT. No other agreements, oral or otherwise regarding the subject matter of this CONTRACT shall be deemed to exist or to bind the Parties unless same be executed in accordance with Article XV.

EXECUTED as of the date of the last party to sign below, the ____ day of _____, 2019.

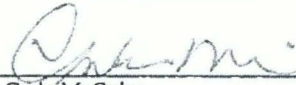
CITY

UNIVERSITY

City of San Antonio, Texas

University of North Texas

Melody Woosley, Director
Department of Human Services



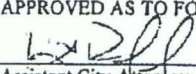
Carla McGuire
Director of Pre-Award & Contracts

Date

2/11/19

Date

APPROVED AS TO FORM:



Assistant City Attorney

Attachment A – Statement of Work - UNIVERSITY's Proposal to CITY
Attachment B – Program Budget