

STATE OF TEXAS	§	PROFESSIONAL SERVICES AGREEMENT
	§	FOR FY2025 PROPERTY TAX HELP
COUNTY OF BEXAR	§	CAMPAIGN

This Agreement (“Agreement”) is entered into by and between the City of San Antonio, a Texas municipal corporation (hereinafter referred to as "CITY"), acting by and through its Director of the Neighborhood and Housing Services Department (hereinafter referred to as “NHSD”), and Engler & Co. *dba* as Texas True Tax (hereinafter referred to as "SERVICE PROVIDER"), both of which may be referred to herein collectively as the "Parties."

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. DEFINITIONS

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

- 1.1 “CITY” is defined in the preamble of this Agreement and includes its successors and assigns.
- 1.2 “Director” shall mean the Director of CITY’s Neighborhood and Housing Services Department
- 1.3 “SERVICE PROVIDER” is defined in the preamble of this Agreement and includes its successors and assigns.
- 1.4 “Services” shall mean the Scope of Services for this Agreement.

II. TERM

2.1 Unless otherwise terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on **February 13, 2025**, which shall be the **Effective Date**, and terminate on **September 30, 2025**.

2.2 This Agreement may be renewed, at CITY’s option by providing written notice to SERVICE PROVIDER at least thirty (30) calendar days prior to the expiration of the Term, subject to and contingent upon subsequent appropriation, for one additional one-year term under the same terms and conditions herein unless otherwise agreed by the Parties in writing.

2.3 Notwithstanding any other provisions of the Agreement, and in order to satisfy the requirements of the Constitution of the State of Texas, all covenants and commitments of CITY contained herein which would require the expenditure of funds by CITY are subject to and contingent upon the annual budget and appropriation process of the City of San Antonio’s City Council. In the event CITY fails to appropriate sufficient funds dedicated to funding any such obligation of CITY, such a failure shall not be considered a default or breach of this Agreement.

III. SCOPE OF SERVICES

3.1 The Scope of Services and Budget are attached hereto and incorporated herein as if thoroughly laid out for all intents and purposes as **Exhibit “A”**.

3.2 SERVICE PROVIDER agrees to provide the Services in exchange for the compensation described in Article **IV. COMPENSATION TO SERVICE PROVIDER**.

3.3 All work performed by SERVICE PROVIDER hereunder shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. CITY shall be under no obligation to pay for any work performed by SERVICE PROVIDER 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 SERVICE PROVIDER's work fail to be satisfactory to Director; however, CITY shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should CITY elect not to terminate.

3.4 SERVICE PROVIDER shall provide drafts of all verbal or written content of the work product and materials proposed to be disseminated and communicated to the public prior to production and release. CITY shall have final approval authority of all content to ensure that the nature of the information communicated to the public meets the laws, policies and standards applicable to the CITY as a governmental entity.

IV. COMPENSATION TO SERVICE PROVIDER

4.1 In consideration of SERVICE PROVIDER's performance of the Services in a satisfactory and efficient manner for the term stated in Section 2.1, as determined solely by Director, CITY agrees to pay SERVICE PROVIDER an amount not to exceed FIFTY THOUSAND DOLLARS AND 00/100 (\$50,000.00). If the Parties agree to extend the contract's term pursuant to section 2.2, CITY may pay SERVICE PROVIDER up to an additional amount of FIFTY THOUSAND DOLLARS AND 00/100 (\$50,000.00). It is understood that the amount paid under this Section 4.1 shall be the maximum amount to be paid to SERVICE PROVIDER by CITY for the performance of the Services under this Agreement. CITY shall not be obligated or financially liable under this Agreement to any party other than SERVICE PROVIDER for the payment of any monies or the provision of any goods or services in connection with this Agreement. SERVICE PROVIDER shall be solely responsible for all other costs associated with the Services. The Parties hereby agree that all compensable expenses of SERVICE PROVIDER have been provided for in the total payment to SERVICE PROVIDER as specified in this Section 4.1. Total payments to SERVICE PROVIDER cannot exceed that amount set forth in this Section 4.1 without prior approval and agreement of all Parties, including, if necessary, the City of San Antonio's City Council, evidenced in writing or by adoption of ordinance.

4.2 CITY reserves the right to remit final payment only after all deliverables, as set forth in Section 3.1, have been completed and met the satisfaction of the Director or her designee. Invoice(s) shall be submitted in a form acceptable to CITY, which CITY shall pay within thirty (30) days of receipt and approval by Director or her designee. Invoices shall be submitted to: City

of San Antonio, Neighborhood and Housing Services Department, P.O. Box 839966, San Antonio, Texas 78283-3966.

4.3 **Unauthorized Use of Funds for Adversarial Proceedings** – No monies paid to SERVICE PROVIDER under this Agreement can be used to pay costs pertaining to or in any way fund any adversarial proceeding against the CITY relating to this Agreement or in any manner involving the CITY and SERVICE PROVIDER. SERVICE PROVIDER shall provide the City with reasonable notice and make a good faith effort to resolve any claims or disputes, regardless of funding source, between the Parties, or claims in which the SERVICE PROVIDER is a party, before starting or participating in any adversarial proceeding against the City. “Adversarial Proceeding” shall mean any matter in which interests of the CITY and SERVICE PROVIDER are not aligned or are otherwise contrary to one another. This includes a matter in dispute, litigation, claim, or other action taken against the CITY in law or equity or based upon any other legal theory, seeking any remedy from the CITY.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents, or information in whatsoever form and character produced by SERVICE PROVIDER agrees that all written materials developed and provided to the public pursuant to or in the course of either party’s performance under this Agreement that are co-owned or co-branded by the Parties shall not be the subject to any copyright, intellectual property, or proprietary claim by either Party.

5.2 SERVICE PROVIDER agrees that the CITY has the right to use all co-owned or co-branded materials produced in connection with the services performed under this Agreement without restriction.

VI. RECORDS RETENTION

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

6.2 SERVICE PROVIDER shall retain all documents produced as a result of Services provided hereunder **for a period of two (2) years** (hereafter referred to as “retention period”) from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving, or concerning this documentation or the Services provided hereunder, SERVICE PROVIDER shall retain the records until the resolution of such litigation or other such questions. SERVICE PROVIDER 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 SERVICE PROVIDER to return said documents to CITY prior to or at the conclusion of said retention.

6.3 SERVICE PROVIDER shall notify CITY, immediately, in the event SERVICE PROVIDER receives any requests for information from a third party, which pertain to the documentation and records referenced herein. SERVICE PROVIDER 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 hereof.

7.2 Termination Without Cause. This Agreement may be terminated by either party upon 30 (thirty) 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**.

7.3.2. Notification of any investigation, claim or charge by a local, state, or federal agency involving fraud, theft, or the commission of a felony.

7.4 Defaults with Opportunity for Cure. Should SERVICE PROVIDER default in the performance of this Agreement in a manner stated in this **Section 7.4**, same shall be considered an Event of Default. CITY shall deliver written notice of said default specifying such matter(s) in default. SERVICE PROVIDER shall have ten (10) calendar days after receipt of the written notice, in accordance with article **VIII. Notice**, to cure such default. If SERVICE PROVIDER fails to cure the default within such ten (10) 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 entity to complete the work required in this Agreement.

7.4.1. Bankruptcy or selling substantially all of SERVICE PROVIDER’S company’s assets.

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

7.4.3. Performing unsatisfactorily as determined by the Director.

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

7.6 Regardless of how this Agreement is terminated, SERVICE PROVIDER shall effect 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 SERVICE PROVIDER, or provided to SERVICE PROVIDER, hereunder, regardless of storage medium, if so requested by CITY, or shall otherwise be retained by SERVICE PROVIDER 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 SERVICE PROVIDER's sole cost and expense. Payment of compensation due or to become due to SERVICE PROVIDER 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, SERVICE PROVIDER shall submit to CITY its claims, in detail, for any monies owed by CITY for Services performed under this Agreement through the effective date of termination. Failure by SERVICE PROVIDER 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 SERVICE PROVIDER of all right or claims to collect moneys that SERVICE PROVIDER 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, SERVICE PROVIDER shall cease all operations of work being performed by SERVICE PROVIDER 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 SERVICE PROVIDER for any default hereunder 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: Director
Neighborhood and Housing Services Department
P.O. Box 839966
San Antonio, TX 78283-3966

If intended for SERVICE PROVIDER, to:

Anne Englert, Owner
Englert & Co. *dba* as Texas True Tax
PO Box 100541
San Antonio, Texas 78201

IX. CITY'S RIGHT TO AUDIT

9.1 The CITY reserves the right to conduct, or cause to be conducted, an audit or review of all funds received under this Agreement at all times deemed necessary by CITY during the performance period. The CITY may engage a Certified Public Accounting (CPA) firm, or other personnel as designated by the CITY, to perform such audit(s) or reviews. The CITY reserves the right to determine the scope of every audit. In accordance herewith, SERVICE PROVIDER agrees to make available to CITY all accounting and Project records. SERVICE PROVIDER acknowledges that this provision shall not limit the CITY from additional follow-up to audits or reviews, as necessary, or from investigating items of concern that may be brought to the CITY's attention which are other than routine.

9.2 SERVICE PROVIDER shall during normal business hours make available the books, records, documents, reports, and evidence with respect to all matters covered by this Agreement and shall continue to be so available for a minimum period of two (2) years or whatever period is determined necessary based on the Records Retention guidelines, established by applicable law for this Agreement. Said records shall be maintained for the required period beginning immediately after Agreement termination, save and except there is litigation or if the audit report covering such Agreement has not been accepted, then the SERVICE PROVIDER shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents, and evidence, including all books and records used by SERVICE PROVIDER in accounting for expenses incurred under this Agreement, all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

9.3 The CITY may, in its sole and absolute discretion, require the SERVICE PROVIDER to use all the CITY's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Agreement, and the SERVICE PROVIDER shall abide by such requirements.

9.4 When an audit or examination determines that the SERVICE PROVIDER has expended funds or incurred costs which are questioned by the CITY and/or any applicable state or federal agency, the SERVICE PROVIDER shall be notified and provided an opportunity to address the questioned expenditure or costs.

9.5 SERVICE PROVIDER agrees and understands that all expenses, fees, fines, and penalties associated with the collection of delinquent debts owed by SERVICE PROVIDER shall be the sole responsibility of the SERVICE PROVIDER and shall not be paid from any Project funds received by the SERVICE PROVIDER under this Agreement.

9.6 If the CITY determines, in its sole discretion, that SERVICE PROVIDER is in violation of the above requirements, the CITY shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the SERVICE PROVIDER pay for such audit from non-CITY resources if SERVICE PROVIDER is found to be at fault.

X. INSURANCE

10.1 The SERVICE PROVIDER shall maintain a commercial insurance or a self-insurance fund for liability claims and causes of action to meet their statutory obligations for their employees' acts, negligence and/or malpractice. SERVICE PROVIDER agrees to indemnify the CITY from any claims that may arise from this Agreement and will provide insurance to protect their property and support their insurance claims.

XI. INDEMNIFICATION

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

11.2 The provisions of this INDEMNITY 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. SERVICE PROVIDER shall advise the CITY in writing within twenty-four (24) hours of any claim or demand against the CITY or SERVICE PROVIDER known to SERVICE PROVIDER related to or arising out of SERVICE PROVIDER's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at SERVICE PROVIDER's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving SERVICE PROVIDER of any of its obligations under this paragraph.

11.3 Defense Counsel – CITY shall have the right to select or to approve defense counsel to be retained by SERVICE PROVIDER in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. SERVICE PROVIDER 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 SERVICE PROVIDER fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and SERVICE PROVIDER 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. Nothing in this clause shall apply to retention of counsel by SERVICE PROVIDER's insurance SERVICE PROVIDER who shall retain the right to select defense counsel on SERVICE PROVIDER's behalf pursuant to any contract between SERVICE PROVIDER and said insurance SERVICE PROVIDER.

11.4 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of SERVICE PROVIDER or other person acting under the direction of SERVICE PROVIDER, 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 herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for SERVICE PROVIDER or any subcontractor under worker's compensation or other employee benefit acts.

XII. ASSIGNMENT AND SUBCONTRACTING

12.1 SERVICE PROVIDER 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 SERVICE PROVIDER. SERVICE PROVIDER, its employees or its subcontractors shall perform all necessary work subject to the satisfaction of Director and all personnel and subcontractors of SERVICE PROVIDER shall be subject to the performance standards applicable to SERVICE PROVIDER under this Agreement. If SERVICE PROVIDER retains any employees or subcontractors, SERVICE PROVIDER shall notify the CITY within ten (10) days of retention in writing.

12.2 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless a specific waiver is granted in writing by the

CITY, shall be subject by its terms to every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of SERVICE PROVIDER. CITY shall in no event be obligated to any third party, including any subcontractor of SERVICE PROVIDER, for performance of services or payment of stipends, wages or fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by Director.

12.3 Except as otherwise stated herein, SERVICE PROVIDER may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the Director. As a condition of such consent, if such consent is granted, SERVICE PROVIDER shall remain liable for completion of the Services outlined in this Agreement in the event of default by the successor SERVICE PROVIDER, assignee, transferee, or subcontractor.

12.4 Any attempt to transfer, pledge, or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should SERVICE PROVIDER 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 SERVICE PROVIDER shall thereupon 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 SERVICE PROVIDER shall in no event release SERVICE PROVIDER from any obligation under the terms of this Agreement, nor shall it relieve or release SERVICE PROVIDER from the payment of any damages to CITY, which CITY sustains as a result of such violation.

XIII. INDEPENDENT CONTRACTOR

13.1 SERVICE PROVIDER covenants and agrees that it is an independent contractor and not an officer, agent, servant, or employee of CITY; that SERVICE PROVIDER 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 respondeat superior shall not apply as between CITY and SERVICE PROVIDER, 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 venturers between CITY and SERVICE PROVIDER. 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 SERVICE PROVIDER under this Agreement and that SERVICE PROVIDER has no authority to bind the CITY.

XIV. CONFLICT OF INTEREST

14.1 SERVICE PROVIDER 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 Section 2-52 of 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 percent (10%) or more of the voting stock or shares of the business entity, or ten percent (10%) or more of the fair market value of the 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.

14.2 Pursuant to the subsection above, SERVICE PROVIDER warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees, and agents are neither officers nor employees of the CITY. SERVICE PROVIDER further warrants and certifies that it has tendered to the CITY a Discretionary 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 hereof, shall be effected by amendment, in writing, executed by both CITY and SERVICE PROVIDER. An Assistant City Manager or Director shall have authority to execute amendments on behalf of the CITY without further action by the San Antonio City Council, subject to the requirements of the CITY’s charter or contracting policies and contingent upon appropriation of funds for any increase in expenditures by the CITY.

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 hereto that such invalidity, illegality, or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

XVII. LICENSES/CERTIFICATIONS

17.1 SERVICE PROVIDER warrants and certifies that SERVICE PROVIDER and any other person designated to provide Services hereunder has the requisite training, license, and/or certification to provide said Services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the Services provided herein.

VIII. COMPLIANCE

18.1 SERVICE PROVIDER 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 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 Agreement, 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 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 hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

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 HEREUNDER 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.

20.3 Section 2271.002, Tex. Gov. Code. Section 2271.002 of the Texas Government Code 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. By executing this Agreement, SERVICE PROVIDER hereby verifies that it does not boycott Israel, and will not boycott Israel during the Term of this Agreement. For purpose of this representation, "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. SERVICE PROVIDER's verification is a material representation of fact upon which the CITY has relied in entering into this Agreement. Should CITY determine, at any time during this Agreement, including any renewals or extensions hereof, that this certification is false, or should it become false due to changed circumstances, the CITY may terminate this Agreement.

20.4 Section 2252.152, Tex. Gov. Code. Texas Government Code § 2252.152

provides that a governmental entity may not enter into a governmental contract that is identified on a list prepared and maintained under Texas Government Code §§ 806.051, 807.051, or 2252.153. By executing this Agreement with CITY, SERVICE PROVIDER 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 SERVICE PROVIDER's certification. If found to be false, CITY may terminate this Agreement for material breach.

20.5 Section 2274, Tex. Gov. Code – Certain Energy Companies. Texas

Government Code §2274 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 energy companies; and (2) will not boycott energy companies during the term of the contract. "Company" means a for-profit 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. This term does not include a sole proprietorship. "Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A). SERVICE PROVIDER hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. City hereby relies on Company's verification. If found to be false, City may terminate this Agreement for material breach. This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

20.6 Section 2274, Tex. Gov. Code – Firearm and Ammunition Industries.

Texas Government Code §2274 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 have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. "Company" means a for-profit 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. This term does not include a sole proprietorship. "Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or

association based solely on its status as a firearm entity or firearm trade association. SERVICE PROVIDER hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. City hereby relies on SERVICE PROVIDER's verification. If found to be false, City may terminate the contract for material breach. This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

20.7 As a party to this Agreement, SERVICE PROVIDER 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.

XXI. LEGAL AUTHORITY

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

XXII. PARTIES BOUND

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

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.

XXIV. INCORPORATION OF EXHIBITS

24.1 Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the Parties, and shall be interpreted in the order of priority as appears below. Exhibit "A".

XXV. ENTIRE AGREEMENT

25.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the Parties hereto and contain all of the terms

and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the Parties, in accordance with article **XV. Amendments.**

[Signature page follows]

EXECUTED and AGREED to by:

CITY:

CITY OF SAN ANTONIO,
a Texas municipal corporation

Lori Houston
Assistant City Manager

SERVICE PROVIDER:


Anne Englert, Owner
Englert & Co. *dba* as Texas True Tax

APPROVED AS TO FORM:

Jameene Yvonne Williams
Assistant City Attorney

Exhibit A

FY2025 Property Tax Help Campaign- Direct Services Scope and Budget

Background

The City of San Antonio's Neighborhood & Housing Services Department (NHSD) hosts a public education campaign to assist homeowners through the process of filing tax exemptions and protest property tax assessments. . The Fiscal Year 2025 campaign will include 12 in person sessions across San Antonio and three virtual sessions.

The events include a short presentation followed by individual assistance to homeowners who have questions or need help completing forms. Copying, printing, notary services, and filing is available for free at each in person event.

Scope

Texas True Tax will partner with NHSD to help Bexar County residents file property tax exemptions and notices of protest. Services must be offered free of charge to all residents regardless of income.

Texas True Tax be available for all 12 in person scheduled sessions and three online sessions from April 2025 through May 2025. Most in person events are anticipated to be about three hours long. Saturday sessions may be as long as five hours and virtual events are anticipated to be about two hours. The virtual sessions will not have individual assistance during the session. However, the respondent will follow up with interested virtual session attendees to ensure successful protest or exemption filing, identify barriers to completion (if any), and refer attendees to appropriate assistance. They may also offer assistance via phone or during a future in person session.

Texas True Tax will begin each session with a short presentation discussing how exemption forms can be filled out and the property tax protest process. The presentation must be reviewed and approved by City staff. No additional changes should be made after NHSD approval.

The presentation should be approximately 20-30 minutes. The second portion, for in person sessions, will consist of one-on-one assistance to homeowners. Texas True Tax will be responsible for staffing both portions of the events. For virtual events, attendees needing assistance similar in scope to what would be done during in person meetings, will be followed up with by Texas True Tax. It is anticipated about 10 attendees will be followed up with after each session (30 total). If more than 30 follow ups are needed, the City and Texas True Tax may mutually review the project budget agree to have more follow ups.

Of the twelve in person sessions, one of the in person and one virtual sessions must be conducted in Spanish (English interpretation will be available). Information

will be shared at one session in Vietnamese and at one session in Arabic. Staff and volunteers should primarily be bilingual at these sessions and interpretation needs communicated to NHSD staff at least two weeks prior to the session.

Presenter and staff/volunteers should be at the location an hour before the event's start time to set up their presentation and understand event flow in each space. Texas True Tax should also anticipate serving at least 200 homeowners per session.

Texas True Tax will attend up to 10 Property Tax Help Campaign planning meetings coordinated by City staff to ensure successful in person and virtual event flow.

The City is responsible for booking each event location, paying any venue costs, and booking Spanish and American Sign Language interpretation services for the event. If a venue needs to be changed, City staff will secure the new location and communicate the changes as soon as possible. Below are the locations, dates, and times of the in-person sessions along with the dates and times of the virtual session.

District	Date	Time	Location	Address
4	Mon, 4/7	4:30 PM	True Vine Baptist Church	435 S Ellison Dr, 78245
NA	Thurs, 4/10	6:00PM	Virtual	Webex
2	Sat, 4/12	10:00 AM	Alamo Colleges District Board Room	2222 N Alamo St, 78215
NA	Thurs, 4/17	12:00PM	Virtual	Webex
10	Sat, 4/19	10:00 AM	Madison High School	5005 Stahl Rd, 78247
7	Tues, 4/22	6:15 PM	St. Luke Catholic Church	4603 Manitou Dr, 78228
4	Thurs, 4/24	6:30 PM	South San Antonio HS (Spanish)	7535 Barlite Ave, 78224
6	Sat, 4/26	1:00 PM	Food Bank	5200 Historic Old Hwy 90, 78227
NA	Tues, 4/29	5:30PM	Virtual	Webex
2	Thurs, 5/1	6:00 PM	Second Baptist Church (Vietnamese and Arabic sessions)	3310 E. Commerce Street, 78220
8	Thurs, 5/6	6:00 PM	University Methodist Church	5084 Dezavala Rd, 78249

9	Thurs, 5/8	4:00 PM	Phil Hardberger - Ecology Center	8400 NW Military, 78231
5	Sat, 5/10	10:00 AM	Brackenridge High School	400 Eagleland Dr, 78210
1	Mon, 5/12	6:00 PM	First Baptist Church	515 McCullough Ave, 78215
3	Wed, 5/14	6:00 PM	Compass Rose Legacy	3300 Sidney Brooks, Dr, 78235

Texas True Tax will:

- Prepare and lead a brief presentation on property taxes, exemptions available, and the protesting process for all 12 in-person sessions and the two virtual sessions.
- Accept edits to the presentation and use a City approved presentation at all events. The presentation will be cobranded.
- Assist all homeowners, regardless of income, in completing and filing exemptions at no cost.
- Provide notary, copying, and printing services at no charge to attendees for each event.
- Supply at minimum 12 staff and/or trained volunteers to assist homeowners. At least a quarter of the staff and/or trained volunteers will be bilingual English/Spanish. Texas True Tax will provide the dates when Vietnamese and Arabic services will be available by February 13, 2025.
- Train staff and/or volunteers to effectively communicate answers about property tax questions homeowners may have including, but not limited to:
 - Different types of exemptions available
 - Filing exemption form(s)
 - Filing protest form
 - Examples of evidence to submit when filing a protest
 - Complexities of owning multiple properties
 - Tax deferrals
 - Process for obtaining a deed
 - Changes in legislation that affect Property Taxes
- Conduct at least one 5-hour training for volunteers. The workshop will:
 - Provide a refresher and allows everyone to sharpen their skills, answer questions, review the property tax cycle, review any changes to the county and state forms and how to complete the forms online and on paper, discuss deed/cloudy title issues, and know upcoming deadlines.
 - Provide insight on the property tax landscape and have a Q&A on expectations, processes, and having talking points (non-political) on the legislative update.
 - Let volunteers get to know each other and review the workshop schedule.
- Invite appropriate Bexar County Appraisal District and City staff, including the campaign's project manager, to attend trainings. City staff will provide the names and contact information for staff to be included.
- Report a summary of the types of assistance and referral services made by each trained staff member/volunteer, and breakdown of languages spoken for assistance during 1:1 workshops after each session. City staff will provide a tracker for each volunteer to complete during the sessions.
- Ensure staff and trained volunteers can refer homeowners to the appropriate free services they may also benefit from including those available through the city and its

partners such as title clearance and home rehabilitation programs.

- Texas True Tax must not refer attendees to their paid services during presentation or individual consultations.
- Texas True Tax will refrain from discussing any political assertions or affiliations during any provided services
- Support NHSD's advertising and promotion efforts.

The City is responsible for advertisement of events and will include the Texas True Tax logo on all promotional materials.

Contract Amount

\$43,000, not to exceed \$50,000

Payment

Payments will be distributed based on invoices submitted by Texas True Tax. Invoices should be monthly and should include detailed information that align with costs. Details will include:

- Presenter and presenter fees
- Number of volunteers (monolingual and bilingual)
- Any meetings with the City
- Virtual follow-ups conducted and the assistance provided

Payment amounts will align with the agreed upon price schedule below.

LINE ITEM	ESTIMATED QUANTITIES (A)	PER ITEM COST (B)	TOTAL COST (A x B)
Presenter rate per in person session	12 Sessions	\$750	\$9,000
Presenter rate per virtual session	3 Sessions	\$500	\$1,500
Staff or volunteers for attendee individualized assistance (include rate per session)	12 Per Each Session* (minimum) We averaged 15-17.	\$125	\$18,000*- \$25,500
Virtual attendees follow up (10 expected per virtual session)	30 Each	\$75	\$2250
Presentation leader(s) for additional language(s) presentations (1 minimum per session)	1 Session (Arabic) 1 Session (Vietnamese)	\$750	\$1,500
Planning and reflection meetings with NHSD staff, as needed (10 maximum meetings)	10 Meetings 5 Meetings with (1) 5 Meetings with (2)	\$250 \$500	\$1,250- \$2,500
Misc. Expenses (please specify)			\$750
TOTAL COST FOR ALL SERVICES AND WORK PERFORMED UNDER THE SCOPE OF SERVICES IDENTIFIED WITHIN THIS RFP.			\$43,000

Contract Timeline

February 13, 2025- September 30, 2024