

STATE OF TEXAS

COUNTY OF BEXAR

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**PROFESSIONAL SERVICES AGREEMENT
FOR CITY OF SAN ANTONIO'S PUBLIC
INFORMATION 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 KGBTexas Marketing/Public Relations Inc. DBA KGBTexas Communications (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 contained herein, 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 July 15, 2024, which shall be the **Effective Date**, and terminate on July 15, 2025.

2.2 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 is 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 or Director's designee managing the Agreement. In the event work is deemed to not be satisfactory by the Director or Director's designee after reasonable attempts have been made by the parties to resolve the dispute, the Agreement may be terminated in accordance with Article VII. **TERMINATION**; 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 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 in a satisfactory and efficient manner as determined solely by Director, CITY agrees to pay SERVICE PROVIDER an amount not to exceed **ONE HUNDRED AND TWENTY THOUSAND DOLLARS AND NO/100 (\$120,000.00)**. SERVICE PROVIDER will be paid for the Services through reimbursements as set forth in Exhibit "A". It is understood that this 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 unless the Agreement is amended as allowed by the terms of 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 performed by SERVICE PROVIDER under this Agreement. 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.** 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 recognized by the applicable law.

V. OWNERSHIP AND MANAGEMENT OF DOCUMENTS

5.1 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 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.

5.3 In accordance with Texas law, SERVICE PROVIDER acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of SERVICE PROVIDER pursuant to the resulting contract shall be the subject of any copyright or proprietary claim by SERVICE PROVIDER.

5.4 The term "local government record" as used in this document means any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

5.5 SERVICE PROVIDER acknowledges and agrees that all local government records, produced in the course of the work required by this Agreement, will belong to and be the property of City. SERVICE PROVIDER will be required to turn over to City all such

records as required by this Agreement. SERVICE PROVIDER shall not, under any circumstances, release any records created during the course of performance of this Agreement to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction or other applicable law.

5.6 SERVICE PROVIDER agrees to comply with all applicable federal, state, and local laws, rules, and regulations governing documents and ownership, access, and retention.

5.7 S.B. 943 – Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, SERVICE PROVIDER acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this Agreement. SERVICE PROVIDER agrees that the Agreement can be terminated if SERVICE PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter. SERVICE PROVIDER acknowledges that this Agreement is entered into by CITY is in reliance SERVICE PROVIDER'S warranty and certification that it has not knowingly or intentionally failed to comply with this subchapter.

5.8 SERVICE PROVIDER agrees to comply with the City's Data Governance Administrative Directive 7.12 and Data Security Administrative Directive 7.3a in the same manner required of City employees, interns, volunteers and trainees, for City Data arising out of, resulting from or related to Vendor's activities under this Agreement.

5.9 City is and will remain the sole and exclusive owner of all right, title, and interest in and to all City Data, including all intellectual property rights relating thereto, subject only to any limited license expressly granted to SERVICE PROVIDER, and SERVICE PROVIDER is and will remain the sole and exclusive owner of all right, title, and interest in and to the SERVICE PROVIDER'S materials, including all intellectual property rights relating thereto, subject only to the authorization and license granted to City.

V. 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 and for a period of two (2) years from the date the Agreement is terminated ("retention period"), including any extension or renewal hereof, for purposes of audit, inspection, examination, and making excerpts or copies of same by CITY and any of its authorized representatives. 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. CITY may, at its election, require

SERVICE PROVIDER to return said documents to CITY prior to or at the conclusion of said retention period.

6.2 SERVICE PROVIDER shall notify CITY immediately if 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.

6.3 Intellectual Property. SERVICE PROVIDER shall pay all royalties and licensing fees. SERVICE PROVIDER shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the performance of services. It shall defend all suits for infringement of any Intellectual Property rights. Further, if SERVICE PROVIDER has reason to believe that the design, service, process, or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

6.4 Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, SERVICE PROVIDER will immediately either:

a. Obtain, at SERVICE PROVIDER's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be; or

b. Alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated and reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

6.5 In addition to provisions stated in Article XI. INDEMINIFICATION, SERVICE PROVIDER further agrees to assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement, assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and indemnify the CITY against any monetary damages and/or costs awarded in such suit; provided that:

a. SERVICE PROVIDER is given sole and exclusive control of all negotiations relative to the settlement thereof, but that SERVICE PROVIDER agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

b. The software or the equipment is used by the CITY in the form, state, or condition as

delivered by SERVICE PROVIDER or as modified without the permission of SERVICE PROVIDER, so long as such modification is not the source of the infringement claim,

c. The liability claimed shall not have arisen out of the CITY'S negligent act or omission, and the CITY promptly provides SERVICE PROVIDER with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that SERVICE PROVIDER assumes responsibility under this section. Nothing in this section shall be construed to waive CITY's rights or immunities from suit and/or liability afforded CITY under state or federal law.

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 Should SERVICE PROVIDER identify an issue, they shall first confer and attempt to resolve the issue working with the project manager identified by the CITY as the point of contact for this Agreement. All communications related to the Agreement and work performed under this agreement should be directed to the project manager or Director.

7.5 Defaults with Opportunity for Cure. Should SERVICE PROVIDER default in the performance of this Agreement in a manner stated in this **Section 7.5**, 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.

7.5.1 Bankruptcy or selling substantially all of SERVICE PROVIDER'S company's assets.

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

7.5.3 Performing unsatisfactorily as determined by the Director.

7.6 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.

7.7 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 utilized in the preparation of the presentation as determined to be reasonably necessary by the CITY pertaining to the Services rendered by SERVICE PROVIDER, regardless of storage medium, 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.

7.8 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.

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
Veronica.Garcia@sanantonio.gov

If intended for SERVICE PROVIDER, to:

KGBTexas Communications
825 E. Locust Street
San Antonio, Texas 78212
Jessica Serna, Partner

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 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 to any third parties or subcontractors pertaining to work performed by SERVICE PROVIDER under this Agreement shall be the sole responsibility of the SERVICE PROVIDER and shall not be paid from any funds paid by the CITY under this Agreement.

9.5 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 No later than 30 days before the scheduled event, Respondent must provide a completed Certificate(s) of Insurance to CITY's Neighborhood and Housing Services Department.

10.2 The certificate must be:

- clearly labeled with the legal name of the event in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance);
- properly endorsed and have the agent's signature, and phone number.

10.3 Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY's Neighborhood and Housing Services Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

10.4 If the City does not receive copies of insurance endorsement, then by executing this Agreement, Respondent certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Event.

10.5 The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

10.6 Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, at Respondent's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted 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. If the Respondent claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

<i>INSURANCE TYPE</i>	<i>LIMITS</i>
*1. Workers' Compensation	Statutory
*2. Employers' Liability	\$500,000/\$500,000/\$500,000
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 *e. Independent Contractors	For Bodily Injury and Property Damage \$500,000 per occurrence; \$1,000,000 general aggregate
4. Business Automobile Liability Owned/leased vehicles Non-owned vehicles Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$250,000 per occurrence.
5. Professional Liability	\$500,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
6. Cyber Liability	\$500,000 per claim \$500,000 general aggregate, or its equivalent in Umbrella Liability Coverage.

*If Applicable

10.7 SERVICE PROVIDER must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of SERVICE PROVIDER and provide a certificate of insurance and endorsement that names SERVICE PROVIDER and CITY as additional insureds. SERVICE PROVIDER shall provide CITY with subcontractor certificates and endorsements the subcontractor starts work.

10.8 If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements.

SERVICE PROVIDER must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio
ATTN: Neighborhood and Housing Services 100 W. Houston St.
San Antonio, TX 78205

10.9 SERVICE PROVIDER's insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and 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 CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

10.10. Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, SERVICE PROVIDER shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend SERVICE PROVIDER's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

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10.11 In addition to any other remedies CITY may have upon SERVICE PROVIDER's failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order SERVICE PROVIDER to stop work and/or withhold any payment(s) which become due to SERVICE PROVIDER under this Agreement until SERVICE PROVIDER demonstrates compliance with requirements.

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

10.13 SERVICE PROVIDER's insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

10.14 The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

10.15 SERVICE PROVIDER and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

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.

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.

11.2 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.

11.3 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 UBCONTRACTING

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 made 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 provisions of the ordinance authorizing this Agreement, 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.

XVIII. 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.

XIV. 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. LAWS 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 Submission of Form 1295. Section 2252.908 of Texas Government Code provides that a governmental entity may not enter into a contract described therein with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The Texas Ethics Commission has adopted a form ("**Form 1295**") and rules regarding the filing of Form 1295 with the Texas Ethics Commission and submission of a copy of Form 1295 to the governmental entity. Form 1295 and additional information may be found at: <https://www.ethics.state.tx.us/tec/1295-Info.htm>. If Section 2252.908 is applicable to SERVICE PROVIDER, SERVICE PROVIDER warrants and certifies, and this Agreement is made in

reliance thereon, that prior to entering into this Agreement, SERVICE PROVIDER filed Form 1295 with the Texas Ethics Commission and submitted a copy of said form to CITY.

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 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.

20.8 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:

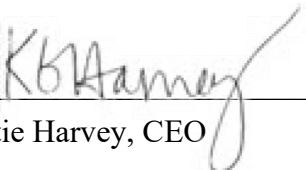
CITY:

CITY OF SAN ANTONIO,
a Texas municipal corporation

Veronica Garcia, Director
Neighborhood and Housing Services

SERVICE PROVIDER:

KGBTexas Communications


Katie Harvey, CEO

APPROVED AS TO FORM:

Jameene Yvonne Williams
Assistant City Attorney



GENERAL INFORMATION & REFERENCES

016 - RFP ATTACHMENTS

RFP ATTACHMENT A, PART ONE

GENERAL INFORMATION

- 1. Respondent Information:** Provide the following information regarding the Respondent.
(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: KGBTexas Marketing/Public Relations Inc. DBA KGBTexas Communications
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: 825 E. Locust St.

City: San Antonio State: Texas Zip Code: 78212

Telephone No. 210-826-8899 Fax No: N/A

Website address: www.kgbtexas.com

Year established: 1994

Provide the number of years in business under present name: 12

Social Security Number or Federal Employer Identification Number: 74-3010806

Texas Comptroller's Taxpayer Number, if applicable: Texas Vendor ID 1743010806200
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID. If you are conducting business in Texas, it is likely you will have to register your business with the State Comptroller. Depending on the type of business you conduct, you may also be required to obtain a permit, collect and or pay tax, and file tax returns.)

DUNS NUMBER: 00-827-6052

Unique Entity ID (generated by SAM.gov): _____

Business Structure: Check the box that indicates the business structure of the Respondent.

☐ Individual or Sole Proprietorship. If checked, list Assumed Name, if any:

☐ Partnership

☒ Corporation If checked, check one: ☒ For-Profit ☐ Nonprofit

Also, check one: ☒ Domestic ☐ Foreign

☐ Other If checked list business structure: _____

Printed Name of Contract Signatory:

Katie Harvey



Job Title:
CEO

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

Provide address of office from which this project would be managed:

City: San Antonio State: Texas Zip Code: 78212

Telephone No. 210-826-8899 Fax No: N/A

Annual Revenue: \$ 15.7M

Total Number of Employees: 45

Total Number of Current Clients/Customers: 40

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

N/A

List Related Companies:

N/A

2. **Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: Jessica Serna Title: Partner

Address: 825 E. Locust St.

City: San Antonio State: Texas Zip Code: 78212

Telephone No. (210) 275-7636 Fax No: N/A

Email: Jessicas@kgbtexas.com

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ___ No ☒

4. Is Respondent authorized to do business with the State of Texas Secretary of State?

Yes ☒ No ___ If "Yes", provide registration number.

Texas Vendor ID 1743010806200



(If "No", please note the City of San Antonio requires Respondents selected for award of a contract register with the Texas Secretary of State. Changes to the registered agent or registered office information must always be filed with the Texas Secretary of State and comply with applicable statutory requirements. A sole proprietor, conducting business under an assumed name (a name other than the surname of the individual), shall file an assumed name certificate with the Office of the Bexar County Clerk. Any associated costs, fees or expenses should be considered in Respondent's price proposal.)

5. Where is the Respondent's corporate headquarters located? San Antonio, Texas

6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes X No If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its San Antonio office?

Years 30 Months

b. State the number of full-time employees at the San Antonio office. 40

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes No If "Yes", respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years Months

d. State the number of full-time employees at the Bexar County office.

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes No X If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes No X If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.



9. Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ____ No X If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? Yes ____ No X
If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. Previous Contracts:

a. Has the Respondent ever failed to complete any contract awarded?

Yes ____ No X If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes ____ No X If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes ____ No X If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

12. Financial Review: Is your firm publicly traded? Yes ____ No X If "Yes", provide your firm's SEC filing number.



REFERENCES

Provide three (3) reference letters from three (3) separate organizations/companies/firms, that the Respondent has provided services to within the past three (3) years. The contact person named on the reference letter should be familiar with the day-to-day management of the contract and would be able to provide type, level, and quality of services performed. In addition, please provide the contact information below of the references you have submitted.

Reference No. 1:

Reference No. 1:

Firm/Company Name San Antonio International Airport

Contact Name: Jesus Saenz Title: Director of Airports

Address: 9800 Airport Blvd.

City: San Antonio State: Texas Zip Code: 78216

Telephone No. (210) 207-3412 Fax No: N/A

Email: jesus.saenz@sanantonio.gov

Date and Type of Service(s) Provided: 2023-Present: Strategic planning, public relations, creative development, and advertising

Reference No. 2:

Firm/Company Name Goodwill San Antonio

Contact Name: Carlos Contreras III Title: President and CEO

Address: 406 W. Commerce

City: San Antonio State: Texas Zip Code: 78207

Telephone No. (210) 924-8581 Fax No: N/A

Email: Carlos.Contreras@goodwillsa.org

Date and Type of Service(s) Provided: 2023-Present: Branding, design and execution of marketing and advertising efforts

Reference No. 3:

Firm/Company Name FirstDay Foundation

Contact Name: Kevin Dinnin Title: President and CEO

Address: 1506 Bexar Crossing

City: San Antonio State: Texas Zip Code: 78232

Telephone No. (210) 905-1000 Fax No: N/A

Email: kd9273@FirstDay.Foundation

Date and Type of Service(s) Provided: 2022-Present: Branding, design and execution of marketing and advertising efforts



April 2, 2024

City of San Antonio
Procurement Division
Evaluation Committee
Re: Neighborhood & Housing Department RFP For Development of Public Information Campaign

To Whom It May Concern:

I am writing this letter of recommendation for KGBTexas Communications to support marketing and communications efforts for the City of San Antonio Neighborhood & Housing Services Department's request for proposals for the development of a public information campaign. As a City of San Antonio department and having closely collaborated with KGBTexas on numerous projects over the past year, I can confidently attest to their exceptional qualifications, dedication, and expertise.

I have the utmost confidence in KGBTexas Communications' ability and am honored to recommend them for your marketing and communications needs. If you have any further questions or require additional information, please do not hesitate to contact me.

Thank you,

Jesus H. Saenz, Jr.
Director of Airports
City of San Antonio





April 2, 2024

City of San Antonio
Procurement Division
Evaluation Committee
Re: Neighborhood & Housing Department RFP For Development of Public Information Campaign

To Whom it May Concern:

I am happy to submit this letter of reference for KGBTexas Communications for the City of San Antonio Neighborhood & Housing Services Department's request for proposals for the development of a public information campaign.

Since the beginning of Goodwill's partnership with KGBTexas, they have demonstrated their abilities as a strategic communications partner. In collaboration with our team, the agency developed the campaign "Good Job, Everyone." This compelling narrative not only underscores Goodwill's distinct mission, but also emphasizes the profound impact its services have on individuals within the community. The campaign also shares the impact of Goodwill's workforce development and training opportunities – and its retail services – with stakeholders to build awareness and shift perceptions.

KGBTexas invested a considerable amount of effort to understand our unique needs and our mission, which has allowed us to develop this innovative and effective campaign and bring to market an integrated campaign that brings our mission to life: telling the story of how Goodwill helps change lives through the power of work.

The campaign has achieved remarkable success. Since its launch in August 2023, the "Good Job, Everyone" paid media efforts in both San Antonio and Laredo have yielded impressive results. In addition to the creative and paid media support KGBTexas has provided, they have also been helpful in enhancing public relations initiatives. Their ability to leverage strong relationships with the media and community stakeholders has strengthened our position as an organization.

What sets KGBTexas apart is their commitment to excellence and their willingness to go above and beyond. Their team's professionalism and collaborative spirit have made working with them a pleasure. I have every confidence they will bring the same level of professionalism, service, and strategic thinking to your organization.

I am pleased to recommend KGBTexas for this opportunity.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Carlos Contreras III'.

Carlos L. Contreras III
President & CEO
Goodwill San Antonio

GOODWILL HELPS CHANGE LIVES THROUGH THE POWER OF WORK.
406 W. Commerce • San Antonio, TX 78207-3102 • 210-924-8581 • 800.483.9455 • goodwillsa.org



April 2, 2024

City of San Antonio
Procurement Division
Evaluation Committee

Re: Neighborhood & Housing Department RFP For Development of Public Information Campaign

To Whom it May Concern:

As President and CEO of FirstDay Foundation, I am writing in support of KGBTexas Communications and its response to the City of San Antonio Neighborhood & Housing Services Department's request for proposals for the development of a public information campaign.

FirstDay Foundation, previously known as Baptist Child and Family Services (BCFS), engaged KGBTexas to support an extensive rebranding initiative that included a new overall brand identity for the parent organization as well as individual brand identities for multiple subsidiaries.

BCFS faced misperceptions that had hindered its growth and recognition, and therefore transitioned to a charitable "foundation" to support impactful projects, nonprofits and communities. KGBTexas played a significant role in this rebranding of BCFS as a foundation. The agency developed a new visual identity for the foundation, including its logo, which symbolizes the concept of a new beginning. Along with the visual identity, KGBTexas developed a messaging strategy that emphasized the unique value proposition of FirstDay Foundation. The messaging highlighted the foundation's role as a force multiplier, investing in the future sustainability and effectiveness of government programs, other nonprofits and communities worldwide to make a positive impact.

The KGBTexas team also developed the organization's new website. The agency created a visually appealing and user-friendly website that featured clear messaging and compelling visuals to highlight FirstDay Foundation's mission and impact. With KGBTexas' support, FirstDay Foundation was able to establish a strong online presence and showcase its commitment to making a positive impact worldwide.

KGBTexas' scope of work for FirstDay went beyond creative concepts, website development and branding. It included social-media strategy, public-engagement strategy and execution, media relations, research and more. From the time our work began, we never considered KGBTexas as a consultant or contractor. They were always an extension of our team, and our trusted and valued partner.

KGBTexas' knowledge of the community, its creative approach to marketing and its experience with developing local and regional campaigns make it uniquely qualified to support your initiatives. I can think of no other agency better suited to serve as your partner.

Sincerely,

Kevin C. Dinnin

Kevin C. Dinnin, President and Chief Executive Officer

1506 Bexar Crossing | San Antonio, Texas 78232 | Office: (210) 905-1000 | Fax: (210) 905-1001 | FirstDay.Foundation