

## **TEXAS DIVISION OF EMERGENCY MANAGEMENT AGREEMENT**

THIS CONTRACT AND AGREEMENT is entered into by and between the State/Local agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interagency Cooperation Act," *Texas Government Code*, Chapter 771.

### **I. CONTRACTING PARTIES:**

Receiving Party: City of San Antonio (acting by and through the Chief of the San Antonio Fire Department)

Performing Party: Texas Division of Emergency Management

### **II. STATEMENT OF SERVICES TO BE PERFORMED:**

Performing Party agrees to provide the services described in Attachment A entitled "Scope of Services and Points of Contract Contacts," paragraph 1, in exchange for the compensation described in Section IV. Contract Amount.

### **III. BASIS FOR CALCULATING REIMBURSABLE COSTS:**

Firm fixed price as listed in Section IV, Contract Amount.

### **IV. CONTRACT AMOUNT:**

The total amount of this Contract shall not exceed Forty Thousand Seven Hundred and Fifty Dollars (\$40,750.00).

In consideration of Performing Party's performance in a satisfactory and efficient manner, as determined solely by Receiving Party, of all services and activities set forth in this Agreement, Receiving Party agrees to pay Performing Party from current revenues, to be paid upon performance of all services to be provided under this agreement:

O-305 All Hazards Incident Management Training: \$20,000.00  
L970 AH Supply Unit Leader: \$5,250.00  
L965 AH Resources Unit Leader: \$4,350.00  
L959 AH Operations Section Chief: \$4,350.00  
L950 AH Incident Commander: \$6,800.00

### **V. PAYMENT FOR SERVICES:**

Receiving Party shall pay for services received from appropriation items or accounts of Receiving Party from which like expenditures would normally be paid, through electronic transactions, payable to Performing Party.

Payments for service performed shall be billed upon performance of services.

Performing Party shall submit invoices to Receiving Party upon completion of services under this agreement, in a form acceptable to Receiving Party, which Receiving Party shall pay within 30 days of receipt and approval. Invoices shall be submitted to: City of San Antonio, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976, with a copy to City of San Antonio, Diana F. Lopez, P.O. Box 839966, San Antonio, Texas 78283-3966.

No additional fees or expenses of Performing Party shall be charged nor be payable by Receiving Party. The parties hereby agree that all compensable expenses of Performing Party have been provided for in total payment to Performing Party as specified above. Total payments to Performing Party cannot exceed that amount set forth in Section IV above, without prior approval and agreement of all parties, evidenced in writing and approved by the San Antonio City Council by passage of an ordinance therefor.

Final acceptance of work products and services require written approval by Receiving Party. Payment will be made to Performing Party following written approval of the final work products and services by Receiving Party. Receiving Party shall not be obligated or liable under this Agreement to any party, other than Performing Party, for the payment of any monies or the provision of any goods or services.

**VI. TERM OF CONTRACT:**

This Contract is to begin upon final signature and shall terminate December 31, 2025, unless terminated in accordance with the provisions of this Agreement.

**VII. OWNERSHIP OF DOCUMENTS:**

All writings, documents or information in whatsoever form and character produced by Performing Party pursuant to the provisions of this Agreement is the exclusive property of Receiving Party without limitation; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Performing Party. Performing Party understands and acknowledges that as the exclusive owner of all such writings, documents and information, Receiving Party has the right to use all such writings, documents and information as Receiving Party desires, without restriction.

**VIII. RECORDS RETENTION:**

Performing Party 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 materials available to the Receiving Party at their respective offices, at all reasonable times and as often as Receiving Party 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 Receiving Party and any of its authorized representatives.

Performing Party shall retain all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the 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, Performing Party shall retain the records until the resolution of such litigation or other such questions. Performing Party acknowledges and agrees that Receiving Party shall have access to all such documents at all times, as deemed necessary by Receiving Party, during said retention period. Receiving Party may, at its election, require Performing Party to return the documents to Receiving Party at Performing Party's expense prior to or at the conclusion of the retention period. In such event, Performing Party may retain a copy of the documents at its sole cost and expense.

Performing Party shall notify Receiving Party in the event Performing Party receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Performing Party understands and agrees that Receiving Party will process and handle all such requests.

**IX. TERMINATION:**

For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article VI. Term, or earlier termination pursuant to any of the provisions hereof.

Termination Without Cause. This Agreement may be terminated by Receiving Party without cause upon 30 days calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice. In the event of early termination, Receiving Party shall only be liable for payment of services performed prior to termination.

Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article X, Notice, Receiving Party 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:

Failing to perform or failing to comply with any covenant herein required; or

Performing unsatisfactorily.

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.

Upon the effective date of expiration or termination of this Agreement, Performing Party shall cease all operations of work being performed by Performing Party or any of its subcontractors pursuant to this Agreement.

Termination not sole remedy. In no event shall Receiving Party's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of Receiving Party's remedies, nor shall such termination limit, in any way, at law or at equity, Receiving Party's right to seek damages from or otherwise pursue Performing Party for any default hereunder or other action.

#### **XI. NOTICE:**

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 Receiving Party, to:

If intended for Performing Party, to:

City of San Antonio Fire Department

Texas Division of Emergency Management

Chief, San Antonio Fire Department  
315 S. Santa Rosa  
San Antonio, TX 78205

Chief, Business services  
313 E. Anderson Lane  
Austin, TX 78752

#### **XII. NON-DISCRIMINATION**

As a party to this contract, Performing Party understands and agrees to comply with the Non-Discrimination Policy of the Receiving Party 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.

#### **XIII. ASSIGNMENT AND SUBCONTRACTING:**

Performing Party 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 of Performing Party.

It is Receiving Party's understanding, and this Agreement is made in reliance thereon, that Performing Party does not intend to use any subcontractors in the performance of this Agreement. Any addition of a subcontractor shall be approved by the Chief prior to the provision of any services by said subcontractor.

Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the Receiving Party, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Performing Party. Receiving Party shall in no event be obligated to any third party, including any subcontractor of Performing Party, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the Chief.

Except as otherwise stated herein, Performing Party 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 Chief, as evidenced by passage of an ordinance.

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 Performing Party assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, Receiving Party may, at its option, cancel this Agreement and all rights, titles and interest of Performing Party shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to Receiving Party under this Agreement. The violation of this provision by Performing Party shall in no event release Performing Party from any obligation under the terms of this Agreement, nor shall it relieve or release Performing Party from the payment of any damages to Receiving Party, which Receiving Party sustains as a result of such violation.

#### **XIV. INDEPENDENT CONTRACTOR:**

Performing Party covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of Receiving Party; that Agency 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 Performing Party; that the doctrine of "respondent superior" shall not apply as between Receiving Party and Performing Party, its officers, agents, employees, contractors, subcontractors and Performing Party, and nothing herein shall be construed as creating the relationship of employer-employee, principal- agent, partners or joint venturers between Receiving Party and Performing Party. The parties hereto understand and agree that the Receiving Party 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 Performing Party under this Agreement and that the Performing Party has no authority to bind the Receiving Party

#### **XV. SEVERABILITY**

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.

#### **XVI. LICENSES/CERTIFICATIONS**

Performing Party warrants and certifies that Performing Party, 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.

#### **XVII. COMPLIANCE**

Performing Party shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

#### **XVIII. NONWAIVER OF PERFORMANCE**

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 Receiving Party, such changes must be approved by the Receiving Party 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.

#### **XIX. LAW APPLICABLE**

**THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.**

Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the Travis County, Texas.

#### **XX. FORCE MAJEURE**

Neither Party is required to perform any term, condition, or covenant of the Agreement if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of a Party and which by due diligence it is unable to prevent or overcome.

#### **XXI. PARTIES BOUND**

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.

#### **XXII. CAPTIONS**

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.

#### **XXIII. INCORPORATION OF ATTACHMENTS**

Each of the attachments 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, with this document taking priority over all attachments: Attachment A - "Scope of Services and Points of Contract Contacts."

#### XXIV. ENTIRE AGREEMENT

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 XVI. Amendments

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that: (1) the services specified above are necessary and authorized for activities that are properly within the statutory functions and programs of the affected agencies of State Government, and (2) the services, materials, or equipment contracted for are not required by Section 21 of Article XVI of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

The undersigned parties bind themselves to the faithful performance of this contract.

RECEIVING PARTY:

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Authorized Signature

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Title

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Date

PERFORMING PARTY:

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Paula Hanson

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Authorized Signature

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Chief Financial Officer

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Title

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March 13, 2025

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Date

## **Attachment A**

### **Scope of Services and Points of Contact**

#### **1. STATEMENT OF SERVICES TO BE PERFORMED**

Performing Party will deliver to Receiving Party the following courses, for the following costs and number of students, at a mutually agreed upon location. The dates of the courses may be amended by mutual agreement of the Parties:

##### **L970 AH Supply Unit Leader**

- 1 time – December 8-12, 2025 (5-day course)
- Cost = \$5,250
- 30 students

##### **L965 AH Resources Unit Leader**

- 1 time – October 28-31, 2025 (4-day course)
- Cost = \$4,350
- 30 students

##### **L950 AH Incident Commander**

- 1 time – November 17-21, 2025 (5-day course)
- Cost = \$6,800
- 30 students

##### **L959 AH Operations Section Chief**

- 1 time – August 19–22, 2025 (4-day course)
- Cost = \$4,350
- 30 students

##### **O-305 All Hazards Incident Management Training**

- 1 time – September 22-26, 2025 (5-day course)
- Cost = \$20,000
- 40 students

Performing Party will provide:

- U.S. Fire Administration – Emergency Management Institute approved instructors and course materials.
- Direct instruction to students enrolled in the courses hosted by the city.
- Instructor teaching/delivery aids for classroom presentations for the listed number of students for each course.
- Monitoring and tracking of student participation.
- Submission of course completion paperwork for student certifications of successful completion.
- Rosters and daily sign-in logs with submittal of the course invoice.
- All student manuals/associated class materials will be available to students digitally through successful registration through Preparing Texas/BlackBoard. No printed student manuals.
  - Exception: for the O-305 class - TDEM Training will supply (40) copies of the most current edition of the All-Hazards Incident Management Team (Response and Planning Guide).
- Billing Invoice upon completion of each course delivered.

Receiving Party will:

- Provide training facilities for the courses. Facility classroom(s) will:
  - Have one large climate-controlled room suitable to hold the number of large tables to comfortably accommodate the number of course participants.
  - Have ability to view a projector or screen monitor.
  - Have a large wall area for students to post their work.
  - Have a number of breakout rooms as available and as specified by Agency. Each breakout room will also need wall space to post students and work projects.
  - Facility must have adequate parking.

- Provide logistical support needs of students enrolled in the course. Access to a printer/copier is necessary.
- Be responsible for vetting and approving enrollees. City has the right to reject and enroll at its sole discretion.

**2. CONTRACT CONTACTS:**

Texas Division of Emergency Management

Attn: Bradley Jacobs  
Unit Chief, Contracts  
313 E. Anderson Lane, Austin, TX 78752  
Phone: 512-203-0144  
Email: Bradley.Jacobs@tdem.texas.gov

San Antonio Office of Emergency Management

Attn: Diana Lopez, MPA  
Fiscal Manager  
8130 Inner Circle Drive San Antonio, TX 78235  
Phone: 210-206-8560  
Email: diana.lopez@sanantonio.gov