

**PROFESSIONAL SERVICES CONTRACT  
WITH  
URBAN-15 GROUP**

This contract ("CONTRACT") is between the City of San Antonio, a Texas municipal corporation ("CITY"), acting by and through its Director of the Department of Human Services via Ordinance No. 2021-09-16-0678, dated September 16, 2021, and the Urban-15 Group ("CONSULTANT"), together, "the Parties."

The Parties agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**I. TERM**

- 1.1 This CONTRACT shall commence on April 1, 2024, and shall terminate on March 31, 2029, unless earlier termination shall occur pursuant to any provision hereof.

**II. SCOPE OF SERVICES**

- 2.1 The CONSULTANT agrees to provide all services in accordance with the **Scope of Work, Cost per Class, and Class Schedule**, incorporated and attached together here as **Attachment A** in a manner reasonably satisfactory to the Director of the Department of Human Services ("Director"). The determination made by Director shall be final, binding and conclusive on all Parties hereto. CITY shall have the right to terminate this CONTRACT, in whole or in part, in accordance with Article XIV, Termination, should CONSULTANT's work not 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.

**III. COMPENSATION TO CONSULTANT**

- 3.1 In consideration of CONSULTANT's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this CONTRACT, CITY agrees to pay CONSULTANT a total amount not to exceed **\$164,240.00**, to be paid to CONSULTANT in amounts not to exceed the Cost per Class identified in Attachment A and according to the Schedule identified therein. The Parties may alter the Schedule in Attachment A in writing without needing to execute an Amendment according to this CONTRACT.
- 3.2 Beginning thirty (30) days after the execution date of the CONTRACT, CONSULTANT may submit invoices to CITY, in a form acceptable to CITY, which CITY shall pay within thirty (30) days of receipt and approval by Director. Invoices shall be submitted, not more than monthly, to: City of San Antonio, Department of Human Services, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.
- 3.3 The Parties hereby agree that all compensable expenses of CONSULTANT have been provided for in the total payment to CONSULTANT as specified in section 3.1 above. No additional fees or expenses of CONSULTANT shall be charged by CONSULTANT nor be payable by CITY, without prior approval and written agreement of the Parties.
- 3.4 Final payment due under the CONTRACT will not be paid until all the work, reports, data, documents, and any other unfinished services necessary to complete performance under the CONTRACT have been received, performed and are approved by the CITY. The CITY shall not be liable for any payment under this CONTRACT for services which are unsatisfactory or which have not been approved by the CITY.
- 3.5 CITY shall not be obligated or liable under the CONTRACT to any party, other than CONSULTANT, including any subcontractors, for payment of any monies for provision of any goods or services.
- 3.6 This CONTRACT is partially or wholly grant funded. If reduced funds are awarded to the CITY, the budget for this CONTRACT may be adjusted to correspond to the actual award received by the CITY. Written notice

of such adjustments shall be promptly delivered to CONSULTANT. CITY shall remain responsible for payment to CONSULTANT for any and all work performed prior to receipt of such notice.

#### **IV. INDEPENDENT CONTRACTOR**

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

#### **V. CONFIDENTIALITY**

- 5.1 No reports, information, designs, data, or any other documentation developed by, given to, prepared by, or assembled by CONSULTANT under this CONTRACT shall be disclosed or made available to any individual or organization by CONSULTANT without the express prior written approval of CITY. In the event CONSULTANT receives a request to disclose or produce documents, CONSULTANT shall inform the CITY promptly for the purpose of receiving direction regarding the manner of processing.
- 5.2 CONSULTANT shall comply with laws, regulations and rules pertaining to confidentiality and shall establish a method to secure the confidentiality of documents and information that CONSULTANT may have access to, in accordance with the applicable federal, state, and local laws, rules and regulations. This provision shall not be construed as limiting CITY's right of access to records or other information under this CONTRACT.

#### **VI. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

- 6.1 In accordance with Texas law, CONSULTANT 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 by public funds are declared to be public property and are 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 behalf of CONSULTANT pursuant to this CONTRACT shall be the subject of any copyright or proprietary claim by CONSULTANT.

Under Texas Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. The term "*local government record*" as used herein shall mean 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 officers or employees pursuant to law, including an ordinance, or in the transaction of public business.

- 6.2 CONSULTANT and CITY agree that any results, information, or data associated with work performed pursuant to the Project shall be and remain the sole and exclusive proprietary property of CONSULTANT. All intellectual property rights including, without limitation, patent, copyright, trade secret, trademark, and other proprietary rights (the "Intellectual Property Rights") in the Project shall be solely vested in the CONSULTANT. Subject to confidential treatment by CITY of CONSULTANT Confidential Information that may be disclosed thereunder, CONSULTANT grants CITY a permanent and perpetual, fully paid-up, non-exclusive license under CONSULTANT's copyrights to reproduce, publish, use, and to make derivative works, from any written report prepared and delivered to CITY in accordance with this CONTRACT. The CITY shall own the copyright of whatever nature or extent and in all media whatsoever to any documents and records

produced through the expenditure of public funds as provided by Section 201.005, Texas Local Government Code. CONSULTANT and its employees, officers and agents, if any, shall be responsible for furnishing appropriate documentation confirming and/or transferring such copyright ownership in and to the CITY. Provided, however, nothing herein contained is intended nor shall it be construed to require CONSULTANT to transfer any ownership interest in CONSULTANT's best practice and benchmarking information to the CITY. CONSULTANT understands and agrees that CONSULTANT's rights are subject to that of the U.S. Department of Health and Human Services and the federal government and that CONSULTANT must comply with 45 C.F.R. 74.36 with regard to intellectual property developed pursuant to this CONTRACT.

## **VII. RIGHT OF REVIEW AND AUDIT; RECORDS RETENTION**

- 7.1 Review & Audit. CONSULTANT and its subcontractors, if any, shall properly, accurately and completely maintain all documents, and shall make such materials available to the CITY, at all reasonable times and as often as CITY may deem necessary during the CONTRACT period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by CITY and any of its authorized representatives.
- 7.2 Public Information. If CONSULTANT receives inquiries regarding documents within its possession pursuant to this CONTRACT, CONSULTANT shall (a) within twenty-four (24) hours of receiving the requests forward such requests to City for notification purposes and to afford the CITY the opportunity to assert any applicable arguments or protections necessary to protect its information, and (b) take action as authorized under the Public Information Act to protect information that may be confidential pursuant to state or federal law. If the requested information is confidential pursuant to state or Federal law, the CONSULTANT shall submit to CITY the list of specific statutory authority mandating confidentiality no later than two (2) business days of CONSULTANT's receipt of such request.
- 7.3 Retention. CONSULTANT shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the CONTRACT. If, at the end of the retention period, there is litigation or dispute arising from, involving or concerning this documentation or the services provided hereunder, CONSULTANT shall retain the records until the resolution of such litigation or dispute. CONSULTANT acknowledges and agrees that CITY shall have access to any and all such documents at any and all reasonable times, as deemed necessary by CITY, during said retention period. CITY may, at its election, require CONSULTANT to return the documents to CITY at CONSULTANT's expense prior to or at the conclusion of the retention period. In such event, CONSULTANT may retain a copy of the documents.

## **VIII. LICENSES AND CERTIFICATIONS**

- 8.1 CONSULTANT represents and certifies that CONSULTANT and any other person designated by it to provide services hereunder has the requisite training, license and/or certification to provide said services and that CONSULTANT meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

## **IX. COMPLIANCE**

- 9.1 CONSULTANT shall provide and perform all services under this CONTRACT in compliance with all applicable federal, state, local laws, rules and regulations. Failure to comply with applicable laws and regulations could subject the CONSULTANT to suspension of payments, termination of CONTRACT, and debarment and suspension actions. In the event that any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of this CONTRACT or its governing rules, regulations, laws, codes or ordinances, CITY, as the party ultimately responsible for all matters of compliance with City of San Antonio and applicable grant rules and regulations, shall have the final authority to render or secure an interpretation.

- 9.2 CONSULTANT certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.
- 9.3 As a party to this CONTRACT, CONSULTANT understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein. Also, CONSULTANT certifies that it will comply fully with the following nondiscrimination and equal opportunity provisions:
- a. Titles VI and VII of the Civil Rights Act of 1964, as amended;
  - b. Section 504 of the Rehabilitation Act of 1973, as amended;
  - c. The Age Discrimination Act of 1975, as amended;
  - d. Title IX of the Education Amendments of 1972, as amended; and
  - e. All applicable regulations implementing the foregoing laws.
- 9.4 Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a value of \$100,000 or more 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.

*"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.*

*"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 with 10 or more full time employees that exists to make a profit. "Company" does not include a sole proprietorship.*

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

## **X. CONFLICT OF INTEREST**

- 10.1 The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the City's Ethics Code, from having a financial interest in any CONTRACT with City or any City agency such as City owned utilities. An officer or employee has a "prohibited financial interest" in a CONTRACT with the City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the CONTRACT or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.
- 10.2 CONSULTANT represents, and this CONTRACT is made in reliance thereon, that it, its officers, employees and agents performing on this CONTRACT are neither a City officer nor an employee as defined by Section 2-52 (e) of the City's Ethics Code. CONSULTANT further represents that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

## XI. INSURANCE

CONSULTANT agrees to comply with the following:

- 11.1 No later than 30 days before the scheduled event, CONSULTANT must provide a completed Certificate(s) of Insurance to CITY's Department of Human Services. 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.
- 11.2 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 CONTRACT until such certificate and endorsements have been received and approved by CITY'S Risk Manager. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.
- 11.3 If the City does not receive copies of insurance endorsement, then by executing this CONTRACT, CONSULTANT certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Event.
- 11.4 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 CONTRACT based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.
- 11.5 LICENSEE/CONSULTANT/VENDOR shall obtain and maintain in full force and effect for the duration of this CONTRACT, at CONSULTANT'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 LICENSEE claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal / Advertising Injury d. Sexual Abuse / Molestation**	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence
5. Professional Liability – for loss that may arise out of an error of mission the professional has in performance of duties	\$1,000,000 per claim
<b>** Only required for projects involving services to children</b>	

- 11.6 LICENSEE/CONSULTANT/VENDOR must require, by written contract, that all subcontractors providing goods or services under this CONTRACT obtain the same insurance coverages required of CONSULTANT and provide a certificate of insurance and endorsement that names CONSULTANT and CITY as additional insureds. Respondent shall provide CITY with subcontractor certificates and endorsements the subcontractor starts work.

- 11.7 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. CONSULTANT 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: Department of Human Services  
P.O. Box 839966  
San Antonio, Texas 78283-3966

- 11.8 CONSULTANT'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.
- Consultant shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
- Provide thirty (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.

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

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

- 11.11 Nothing contained in this CONTRACT shall be construed as limiting the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT'S or its subcontractors' performance of the work covered under this CONTRACT.

- 11.12 CONSULTANT'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 CONTRACT.

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

- 11.14 CONSULTANT and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

## **XII. INDEMNITY**

### **12.1 CONSULTANT AGREES TO COMPLY WITH THE FOLLOWING INDEMNITY PROVISION:**

**CONSULTANT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT'S activities under this CONTRACT, including any acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents, employees, directors and representatives while in the exercise of the rights or performance of the duties under this CONTRACT. 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. IF CONSULTANT 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 INDEMNIFICATION are solely for the benefit of the Parties and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**

**CONSULTANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT'S activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at CONSULTANT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONSULTANT of any of its obligations under this paragraph.**

## **XIII. RESERVED**

## **XIV. TERMINATION**

- 14.1** For purposes of this CONTRACT, "termination" shall mean termination by expiration of the CONTRACT term or earlier termination pursuant to any of the provisions hereof.
- 14.2** **TERMINATION BY NOTICE:** The CONTRACT may be terminated by either party upon written notice, provided such notice specifies an effective date of termination, which shall be not less than thirty (30) calendar days nor more than ninety (90) calendar days from the date such notice is received by the other party. If the notice does not specify a date of termination, the effective date of termination shall be thirty (30) days after receipt of the notice by the other party.
- 14.3** **TERMINATION FOR CAUSE:** Should either party default in the performance of any of the terms or conditions of this CONTRACT, the non-defaulting party shall deliver to the defaulting party written notice thereof specifying the matters of default. The defaulting party shall have ten (10) calendar days after its receipt of the written notice to cure such default. If the defaulting party fails to cure the default within such ten (10) day period, this CONTRACT shall terminate as of the end of such ten (10) day period.
- 14.4** **TERMINATION BY LAW:** If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein or if any law is interpreted to prohibit such performance, and the CONTRACT may not be continued by severance of the prohibited duties, this CONTRACT shall automatically terminate as of the effective date of such prohibition.

- 14.5 **NON-APPROPRIATION:** In the event that through action or no action initiated by the City of San Antonio, the CITY's legislative body does not appropriate funds for the continuation of this CONTRACT and has no funds to do so from other sources, this CONTRACT may be terminated. To effect this termination, the CITY shall, thirty (30) days prior to the period for which funds are not appropriated, send the CONSULTANT written notice stating that the City of San Antonio failed to appropriate funds.
- 14.6 **EFFECT OF TERMINATION:** Upon the effective date of expiration or termination of this CONTRACT CONSULTANT shall cease all operations of work being performed by CONSULTANT or any of its approved subcontractors pursuant to this CONTRACT, except as provided herein after. The period between notice of termination and the effective date of termination shall be used to effect an orderly transfer of records and documents and funds, if any, from the CONSULTANT to the CITY or to such person(s) as the CITY may designate, if so requested by CITY; otherwise, the documents shall be retained by CONSULTANT in accordance with Article VII, Right of Review and Audit; Records Retention. Any records or documents transfer shall be completed within fifteen (15) days of the termination date. Any such transfer of records or funds shall be completed at the CONSULTANT's sole cost and expense.
- 14.7 Within sixty (60) days of the effective date of termination (unless an extension is authorized in writing by the CITY), the CONSULTANT shall submit to the CITY, its final claim, in detail and marked "Final Invoice," for the monies owed by the CITY for services performed under this CONTRACT through the effective date of termination. The CITY shall pay CONSULTANT in accordance with the provisions of Article III of this CONTRACT. Failure by CONSULTANT to submit its claims within said sixty (60) days shall negate any liability on the part of CITY and constitute a waiver by CONSULTANT of any and all right or claims to collect funds that CONSULTANT may rightfully be otherwise entitled to for services performed pursuant to this CONTRACT.
- 14.8 Upon termination of this CONTRACT, the CITY may immediately commence an audit of the CONSULTANT's books, accounts, and records. Within thirty (30) days after being notified by the CITY of the results of said audit, the CONSULTANT shall pay the CITY any amount shown by said audit to be owed the CITY.
- 14.9 Termination not sole remedy. In no event shall CITY's action of terminating this CONTRACT, whether for cause or otherwise, be deemed an election of CITY's remedies, nor shall such termination limit, in any way, at law or at equity, CITY's right to seek damages from or otherwise pursue CONSULTANT for any default hereunder or other action.

## **XV. AMENDMENT**

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

## **XVI. NOTICE**

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

### **CITY**

Department of Human Services  
Attn: Director  
100 W. Houston, 9<sup>th</sup> Floor

### **CONSULTANT**

Urban-15 Group,  
Attn: Artistic Director  
2500 South Presa



San Antonio, Texas 78205  
melody.woosley@sanantonio.gov

San Antonio, Texas 78210  
urban15@dccci.com

#### **XVII. LEGAL AUTHORITY**

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

#### **XVIII. SUBCONTRACTING AND ASSIGNING INTEREST**

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

#### **XIX. SUCCESSORS AND ASSIGNS**

- 19.1 This CONTRACT shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and their assigns, however, CONSULTANT may not assign this CONTRACT without prior written consent of CITY in accordance with Article XVIII hereof.

#### **XX. NON-WAIVER**

- 20.1 Unless otherwise specifically provided for in this CONTRACT, a waiver by either party of a breach of any of the terms, conditions, covenants or guarantees of this CONTRACT shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this CONTRACT shall be deemed to have been made or shall be effective unless expressed in writing and signed by both Parties. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

#### **XXI. VENUE AND GOVERNING LAW**

- 21.1 **ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS. THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY LEGAL ACTION, CLAIM OR DISPUTE ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THIS CONTRACT SHALL BE IN BEXAR COUNTY, TEXAS.**

#### **XXII. SEVERABILITY**

- 22.1 If any clause or provision of this CONTRACT is held invalid, illegal or unenforceable under present or future laws during the term of this CONTRACT, including any extension, it is the intention of the Parties hereto that the remainder of the CONTRACT shall not be affected thereby, and that in lieu of each clause or provision of the CONTRACT that is held invalid, illegal or unenforceable, a new clause or provision be added, as similar in terms and content, to be legal, valid, and enforceable under the CONTRACT.

### **XXIII. ENTIRE AGREEMENT**

- 23.1 Each of the Attachments listed below is an essential part of the CONTRACT, which governs the rights and duties of the Parties. This CONTRACT, together with its authorizing ordinance, exhibits and attachments, if any, embodies the final and entire agreement of the Parties hereto, and contains all of the terms and conditions agreed upon, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this CONTRACT. No other agreements, oral or otherwise regarding the subject matter of this CONTRACT shall be deemed to exist or to bind the Parties unless same be executed in accordance with Article XV.

**EXECUTED** as of the date of the last party to sign below.

#### **CITY**

**Department of Human Services**

\_\_\_\_\_  
Melody Woosley, Director

\_\_\_\_\_  
Date

#### **CONSULTANT**

**Urban-15 Group**

\_\_\_\_\_  
Catherine Cisneros, Artistic Director

\_\_\_\_\_  
Date

#### **APPROVED AS TO FORM:**

\_\_\_\_\_  
Assistant City Attorney

Attachment A – Statement of Work  
Attachment B – General Information

## Attachment A

**Scope of Work****OUTCOME:**

Seniors are healthy, engaged and independent.

**LONG TERM GOAL (Project Goal):**

90% of seniors attending DHS-operated Senior Centers will report improved physical, social and/or mental wellbeing

**ACTIVITIES:**

*No Fees may be charged to seniors*

- **Music:**
  - *Sing for Joy: Live at D-2\**
  - *D-5 Rhythm Royale Percussion Ensemble: Live at D-5*
- **Movement:**
  - *Dance Alegria: Live at D-3*
  - *Dance Alegria: Live at Normoyle\**
  - *A Bailar': Live at Barbara Robbie Robinette*

*\*also available via ZOOM to all DHS-operated Comprehensive Senior Centers*

**SERVICE PLAN:**

The URBAN-15 CULTIVATION PROJECT is a dance and music program with three distinct services that will be provided in five separate locations for a minimum of 48 weeks, for a total of 227 classes, at \$165 per class for Rhythm Royale Percussion and Song for Joy, \$120 per class for Dance Alegria, and \$218 per class for A Bailar'.

**TARGET POPULATION:**

Seniors aged 60+ and their spouses.

**LOCATIONS**

- **District 5 Senior Center** 2701 S. Presa, 78210
- **Normoyle District 5 Center** 700 Culberson Avenue, 78225
- **District 2 Senior Center** 1751 South W.W. White Road, 78220
- **District 3 Senior South Side Lions Center** 3303 Pecan Valley Dr., 78210
- **District 4 Barbara 'Robbie' Robinette Center** 1423 S. Ellison Dr. Bldg 2, 78245

**NUMBER OF PARTICIPANTS/ CLIENTS SERVED:** URBAN-15's Cultivation Project: Senior Program will serve 1000 unduplicated clients in centers located in Districts 2, 3, 4 and 5.

## Attachment B

**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: URBAN-15 GROUP

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: 2500 S. Presa

City: San Antonio State: Texas Zip Code: 78210

Telephone No. 210-736-1500 Fax No: N/A

Website address: https://urban15.org/

Year established: 1974

Provide the number of years in business under present name: 49 years

Social Security Number or Federal Employer Identification Number: 74-2334966

Texas Comptroller's Taxpayer Number, if applicable: 17423349665

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: 931671929

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: Catherine Cisneros

Job Title: Artistic Director

(NOTE: This RFP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

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

N/A

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

City: 2500 S. Presa San Antonio State: Texas Zip Code: 78210

Telephone No. 210-736-1500 Fax No: N/a

Annual Revenue: \$ 554,063

Total Number of Employees: Full-Time: 3 Part Time: 5

Total Number of Current Clients/Customers: Duplicated : 900 Unduplicated: 200

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

URBAN-15 is a Non=Profit arts organization

\_ URBAN-15 creates.

We cultivate talent, inspire imagination, and bring joy to our community through Music, Movement and Media.

Our programs produce:

\* Art that merges Traditional Latino Culture, Contemporary Aesthetics and Creative Technologies

\* Educational programs that develop skills and imagination,

\* Life-long participation in artistic exploration for both artists and the community.

We are transforming our community through a philosophy of inclusion that breaks prejudicial barriers of size, age, gender, class, religion, ethnicity, race; targeting economic and social disparity; Revolutionizing access to Music, Movement, Media.

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: Catherine Cisneros Title: Artistic Director

Address: 2500 S. Presa

City: San Antonio State: Texas Zip Code: 78210

Telephone No. 210-736-1500 Fax No: N/A

Email: urban15@dccci.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 \_X\_

- 4.** Is Respondent authorized and/or licensed to do business in Texas?

Yes X No \_\_\_ If "Yes", list authorizations/licenses.

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5. Where is the Respondent's corporate headquarters located? 2500 S. Presa San Antonio, TX 78210

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 43 Months         

b. State the number of full-time employees at the San Antonio office. 3

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? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

N/A

\_\_\_\_\_

\_\_\_\_\_

**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.

\_\_\_\_\_

**REFERENCES**

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

**Reference No. 1:**

Firm/Company Name DHS District 5 Senior Center

Contact Name: Bertha Franklin Title: Senior Center Manager

Address 2701 S. Presa, 78210

City: San Antonio State: Texas Zip Code: 78210

Telephone No. 210-736-1500

Email address: Bertha.Franklin@sanantonio.gov

Date and Type of Service(s) Provided: Music: Percussion Ensemble – Rhythm Royale 2009-2023

**Reference No. 2:**

Firm/Company Name District 3 Senior South Side Lions Center.,

Contact Name: Ryan Martinez Title: Senior Center Manager

Address: 3303 Pecan Valley Dr

City: San Antonio State: TX Zip Code: 78210

Telephone No. 210-207-1751

Email address: ryan.martinez@sanantonio.gov

Date and Type of Service(s) Provided: Dance Alegria: 2018-2023- present

**Reference No. 3:**

Firm/Company Name District 2 Senior Center

Contact Name: Blanca Cook Title: Senior Center Manager

Address: 1751 South W.W. White Road

City: San Antonio, State: TX Zip Code: 78220

Telephone No. 210-207-5390

Email address: Blanca.Cook@sanantonio.gov

Date and Type of Service(s) Provided: Music: Sing for Joy- 2016-2023