

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF SAN ANTONIO
AND
SOUTHWEST TEXAS REGIONAL
ADVISORY COUNCIL**

This agreement ("Agreement") is entered into by and between the City of San Antonio, a Texas Municipal Corporation, ("City"), acting pursuant to Ordinance _____, and Southwest Texas Regional Advisory Council, a 501(c)(3) non-profit tax exempt corporation, acting by and through its duly authorized representative ("Contractor") (collectively, the "parties").

WHEREAS, the City is a political subdivision of the State of Texas and STRAC is a 501(c)(3) authorized to do business in Texas, and both desire to enter into this Agreement in accordance with the provisions of the Interlocal Cooperation Act, being Chapter 791 of the Texas Government Code; and

WHEREAS, Contractor has been established and authorized in accordance with the Texas Health and Safety Code, Chapter 773; and

WHEREAS, Contractor is an administrative body responsible for trauma system oversight within the bounds of a given Trauma Service Area in Texas, and is tasked with developing, implementing, and monitoring a regional emergency medical service trauma system plan; and

WHEREAS, Contractor is designated by the Texas Department of State Health Services (DSHS) to develop, implement and maintain the regional trauma and emergency healthcare system for the 22 counties in Trauma Service Area - P (TSA-P); and

WHEREAS, Contractor oversees dozens of essential programs and projects for the trauma and emergency healthcare system in and around San Antonio, Texas, partnering with members, local government, and non- governmental organizations; and

WHEREAS, the City desires to collaborate with Contractor by funding through a federal grant to assist with opioid overdose treatment facilitation; and

WHEREAS, City and Contractor believe that it is in their best interest and in the best interests of the residents of the City of San Antonio, and for the economical and efficient administration of necessary services, which the parties to this Agreement are authorized to perform, for the Contractor to provide the grant funding for the programs provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties severally and collectively agree, and by the execution of this Agreement are bound, to the mutual obligations contained and to the performance and accomplishments of the tasks described in this Agreement.

Section 1: Term

This Agreement will commence October 1, 2024 and continue through September 30, 2028 unless earlier termination shall occur pursuant to any provision hereof. The City shall have the option to renew this Agreement for one additional one-year term (October 1 – September 30) subject to (a) the City's receipt of additional monies sufficient to fund the renewal term and appropriation; and (b) the Contractor satisfactorily meeting the performance requirements of this Agreement, as solely determined by City. Lack of funding is not and will not be considered a breach of this Agreement; provided, however, that lack of funding will not excuse payment for services rendered.

Section 2: Scope of Services

Contractor agrees to provide all services in compliance with the Statement of Work (**Attachment I**) in a manner satisfactory to the San Antonio Fire Department Chief. The determination made by the Chief shall be final, binding and conclusive on all Parties hereto. City shall have the right to terminate this Agreement, in whole or in part, in accordance with Article IX, Termination, should Contractor's work not be satisfactory to Chief; 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.

Section 3: Budget and Payment

A. City will reimburse Contractor for eligible costs incurred providing the services under this Agreement in accordance with the attached Budget (**Attachment II**) and in an amount not to exceed the below amount as total compensation.

October 1, 2024 to September 30, 2025 - \$283,442.00

B. Eligible costs are defined as those costs that are necessary, reasonable and allowable under applicable federal, state and local law, and the grant including but not limited to those laws referenced in Section 7 of this Agreement, for the proper administration and performance of the services to be provided under this Agreement. All requested reimbursements must be consistent with budgeted line items described in Attachment II of this Agreement, unless (a) a subsequent budget revision has been approved and signed by the Chief in cases where a Program Budget remains the same, or (b) an Agreement amendment has been approved and signed by the Chief pursuant to Section 24 of this Agreement in cases where there is an increase or decrease to a Program Budget. Approved Budget Revisions (*total Program Budget remains the same*) and Budget Amendments (*an increase or decrease to the Program Budget*) supersede prior budget documents and all references to the Budget mean the last revised, approved budget. Contractor may confirm eligibility of a cost prior to making the expenditure if Contractor is uncertain.

C. Reimbursement requests of eligible expenses incurred under this Agreement and in compliance with the applicable Budget shall be submitted by the 15th of every month. All requests for reimbursement shall be accompanied with documentation required by the Chief.

D. Contractor shall submit to City all final requests for payment no later than 30 days from the expiration or early termination date of this Agreement, unless Contractor receives written authorization from the Chief allowing Contractor to submit a request for payment after such 30

day period.

- E. The City shall not be obligated to any third parties (including any subcontractors or third party beneficiaries of the Contractor) under this Agreement.
- F. Contractor shall maintain a financial management system, and acceptable accounting records that provide for:
 - 1. Effective control over and accountability for all funds, property, and other assets. The Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes. Contractor shall maintain an accounting system that can separate funds by funding source and project; and
 - 2. Supporting source documentation (i.e., professional services agreements, purchases, and other documentation as required by City); and
 - 3. An accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to this Agreement. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.
- G. Contractor costs or earnings claimed under this Agreement will not be claimed under another contract or grant from another agency, organization, business entity or governmental entity.
- H. Contractor shall establish, submit with supporting documentation with Contractor's annual Program budget prior to Agreement execution by the deadline established by the City, and use a Cost Allocation Plan. The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions and overhead not solely devoted to the Program funded by this Agreement. The Plan substantiates how the costs of a program are charged to a particular cost category or to the program and ensures that the City is only paying its share of the costs for services, overhead and staffing.
- I. Within 10 business days of City's written notification, or the Contractor becoming aware of its existence, Contractor must return to the City any funds, credits that are on-hand or collected, or advance payments that:
 - 1. exceed allowable costs incurred during the Agreement term; or
 - 2. for which Contractor fails to deliver services as specified under the Agreement

Any amounts not returned within 10 business days may, at City's option, be subject to offset against future funding obligations by City.

- J. Contractor shall maintain financial stability and operate in a fiscally responsible and prudent manner. City may immediately terminate this Agreement if the City finds, in its sole discretion, that Contractor's financial condition may impact performance under this Agreement. The City

may consider evidence such as the apparent inability of Contractor to meet its financial obligations; items that reflect detrimentally on the credit worthiness of Contractor; pending litigation, liens and encumbrances on the assets of Contractor; the appointment of a trustee, receiver or liquidator for all or a substantial part of Contractor's property; or the institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against Contractor. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

- K. City's obligations under this Agreement are contingent upon the actual receipt of adequate general fund revenue or grant funds to meet City's liabilities under this Agreement. If City does not receive sufficient funds to make payments pursuant to this Agreement or if grant fund awards are reduced, City shall notify Contractor in writing within a reasonable time after such fact has been determined and may, at its option, either terminate this Agreement or reduce the applicable Scope of Work and Payment accordingly.
- L. Contractor shall not use funds awarded from this Agreement as matching funds for any federal, state or local grant without the prior written approval of the Chief.
- M. It is expressly understood and agreed that each party shall make payments for the performance of governmental functions or services from current revenues available to the paying party.

Section 4: Program Evaluation, Inspection and Record Keeping Requirements

SAFD is assigned monitoring, fiscal control, and evaluation of this City funded Agreement. Therefore, at such times and in such form as may be required by SAFD, the Contractor shall furnish to SAFD such statements, records, data, all policies, procedures, and information and permit the City to have interviews with its personnel, board members and service recipients pertaining to the matters covered by this Agreement.

- A. The Contractor shall submit to SAFD performance updates and outcomes on a monthly basis or as agreed upon by the parties. At the start of the Agreement term, monthly performance measures for the entire Agreement term shall be developed and approved by designated Agreement monitoring staff.
- B. Contractor shall input case management documentation in the specified, secure software platform obtained by the City for performance under this Agreement within 48 hours of the encounter and update to maintain a current record of data.
- C. Contractor agrees to use records and other information relating to the recipients of service under this Agreement for the sole purpose of performing its obligations pursuant to this Agreement. Contractor may share information relating to service recipients in furtherance of public purposes such as promoting the health, welfare, and safety of the community to the extent that the information may be disclosed and is not required to be kept confidential under applicable federal and state laws, rules and regulations ("Service Recipient Information"). Additionally, if applicable, Contractor shall execute a HIPAA Business Associate Agreement in substantially the same form as shown in **Attachment III**, which is intended to protect the privacy and provide for the security of Protected Health Information disclosed to each other

pursuant to this Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws. Service Recipient Information is distinguishable from records or information otherwise provided by City to Contractor or exchanged between City and Contractor relating to this Agreement or contract performance (“City Documents”), and as such, Contractor agrees to secure the confidentiality of City Documents. If disclosure of City Documents is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Contractor shall give the Chief prior written notice that such disclosure is required with a full and complete description regarding such requirement. Contractor shall establish specific procedures designed to meet the obligations of this Section including, but not limited to execution of confidential disclosure agreements, regarding the confidential information with Contractor's employees and subcontractors prior to any disclosure of the confidential information. This Section shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Agreement. The Public Information Act, Government Code Section 552.021, requires the City and Contractor to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is written, produced, 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, has a right of access to it, or has spent or contributed public money for the purpose of its writing, production, collection, assembly or maintenance. Therefore, if either party receives inquiries regarding documents within its possession pursuant to this Agreement, the party receiving such inquiry shall within twenty-four (24) hours of receiving the requests forward such requests to the other party for discussion and determination of disposition.

- D. In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code 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, Contractor agrees that no such local government records produced by or on the behalf of Contractor pursuant to this Agreement shall be the subject of any copyright or proprietary claim by Contractor.
- E. Contractor agrees that all local government records, as described in this Agreement, produced in the course of the work required by this Agreement, shall belong to and be the property of the party that produced the record and may be made available to the other party upon written request. Contractor shall not, under any circumstances, release any City Documents created during the course of performance of the Agreement to any entity without the written permission of the Director, unless required to do so by a court of competent jurisdiction, or a ruling of the Attorney General. Metro Health shall be notified of such request as set forth in Section 4.F. of this Agreement.
- F. Within a period not to exceed 90 days from the termination date of the Agreement; Contractor shall submit all final client and/or fiscal reports and all required deliverables to City. In conjunction with the submission of the final report, Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the City as related to this Agreement.

G. Contractor shall retain all local government records, as defined in Section 201.003(8) of the Texas Local Government Code, created and maintained in the course and scope of the delivery of services under this Agreement for a retention period that shall be no less than the scheduled retention periods set forth in the Local Government Records Act of 1989 and any amendments thereto, found at <http://www.tsl.state.tx.us/slr/recordspubs/gr.html> and applicable for such records.

H. The City shall have the authority during normal business hours to make physical inspections of the operating facility occupied by Contractor for the administration of this Agreement and to require such physical safeguarding devices as locks, alarms, security/surveillance systems, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment funded by this Agreement.

I. The following applies to tangible property that was purchased or created with City funds:

(A) Ownership. The City shall own all tangible property, including but not limited to, vehicles, equipment and furniture, purchased or leased with an option to buy with funds received through the City which is listed on Attachment IV attached hereto incorporated for all purposes. Unless otherwise stated herein, the tangible property listed on Attachment IV shall, at the City's sole option, be delivered to the City upon the expiration or termination of this Contract. The Contractor must relinquish and transfer possession of and, if applicable, title to tangible property listed on Attachment IV without the requirement of a court order. No tangible property listed on Attachment IV may be disposed of without receiving prior written approval from SAFD.

(B) If Contractor uses funds received through the City under this Agreement to purchase additional tangible property, Contractor shall maintain records for and provide an annual inventory of tangible property purchased with City funds, to include:

1. A description of the item, including the model and serial or VIN number, if applicable;
2. The date of acquisition, cost and procurement source, purchase order number, and vendor number;
3. An indication of whether the item is new or used;
4. The vendor's name (or transferred from);
5. The location of the property;
6. The property number shown on the property tag; and
7. A list of disposed items and disposition.

Such additional property shall be automatically included on Attachment IV without the necessity of amending this Agreement. Contractor shall provide the City an updated Attachment IV prior to the end of the Contract term.

(C) Contractor and its subcontractors shall safeguard, maintain and fully insure all City-funded property against fire, loss and theft while the property is in Contractor's possession. The Contractor is also solely responsible for reporting and replacing with like property all lost, stolen, missing, materially damaged, or destroyed property purchased or leased with City funds while the property is in Contractor's or its subcontractor's possession, custody or control. All replacement property will be treated in the same manner as property purchased with City funds. All lost, stolen, missing, materially damaged and/or destroyed property shall be reported to law enforcement agencies as appropriate. The Contractor shall make such reports immediately and shall notify and deliver a copy of the official report to SAFD within

seventy-two (72) hours from the date that Contractor discovers the property having been lost, stolen, missing, materially damaged and/or destroyed.

The report submitted by the Contractor to SAFD must include:

1. A reasonably complete description of the missing, damaged or destroyed articles of property, including the cost and serial number and other pertinent information;
2. A reasonably complete description of the circumstances surrounding the loss, theft, damage or destruction; and
3. A copy of the official written police report or, should the Police not make such copy available, a summary of the report made to the Police, including the date the report was made and the name and badge number of the Police Officer who took the report.

(D) Contractor shall transfer any vehicles purchased with City funds to the City upon completion of modifications agreed upon by the parties.

Section 5: Insurance

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

Section 6: Indemnity

The Parties are political subdivisions of the State of Texas and are subject to and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

Section 7: Applicable Laws

- A. The Contractor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. Failure to comply with the above-referenced law and regulations could subject the Contractor to suspension of payments, termination of the Agreement, and debarment and suspension actions.
- B. The Contractor understands that certain funds provided it pursuant to this Agreement are funds which have been made available by the City's General Operating Budget and/or by federal, state, or other granting entities. Consequently, Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City of San Antonio and County of Bexar in the performance of all services under this Agreement. These include the following:
 1. Local Government Records Act of 1989 official record retention schedules found at <http://www.tsl.state.tx.us/slr/recordspubs/gr.html>, but only to the extent that the official records retention schedule shall identify the minimum period of retention of local government records (as defined in Section 201.003(8) of the Texas Local Government

Code) created in the performance of this Agreement.

2. Texas Government Code, Chapter 552 pertaining to Texas Public Information Act found at <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm>.
 3. Texas Local Government Code, Chapter 252 pertaining to purchasing and contracting authority of municipalities.
 4. Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services.
- C. Contractor shall not engage in employment practices that have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Additionally, Contractor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:
1. Title VII of the Civil Rights Act of 1964, as amended;
 2. Section 504 of the Rehabilitation Act of 1973, as amended;
 3. The Age Discrimination Act of 1975, as amended;
 4. Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)
 5. Fair Labor Standards Act of 1938, as amended;
 6. Equal Pay Act of 1963, P.L. 88-38; and
 7. All applicable regulations implementing the above laws.
- D. The Contractor warrants that any and all taxes that the Contractor may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Agreement. The Contractor shall comply with all applicable local, state, and federal laws including, but not limited to:
1. Worker's compensation;
 2. Unemployment insurance;
 3. Timely deposits of payroll deductions;
 4. Filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
 5. Occupational Safety and Health Act regulations; and

6. Employee Retirement Income Security Act of 1974, P.L. 93-406.

- E. Contractor shall comply with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., and all regulations thereunder.
- F. Contractor shall abide by any and all future amendments or additions to all laws, rules, regulations, policies and procedures pertinent to this Agreement as they may be promulgated.
- G. All expenditures by the Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations. If using City of San Antonio General Funds, expenditures shall be made in accordance with all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code.

Section 8: Conflict of Interest

- A. Contractor covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.
- B. No member of City's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Agreement:
 - 1. Shall participate in any decision relating to this Agreement which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or
 - 2. Has any direct or indirect interest in this Agreement or the proceeds thereof.
- C. The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. 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 or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
 - an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
 - an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.
- D. Pursuant to the subsection above, Contractor warrants and certifies, and this Agreement is made in reliance thereon, that by contracting with the City, Contractor does not cause the particular City employees or officers that are subject to the restriction to have a prohibited

financial interest in the Agreement. Contractor further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

Section 9: Termination

- A. Termination for Cause - If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of this Agreement or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement, or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this Agreement, City shall have the right, if Contractor shall not cure any such default after thirty (30) days written notice thereof, to terminate this Agreement in whole or in part. If such default is not cured within such period of time, then City shall have the right without further notice to terminate this Agreement.
- B. Termination for Convenience - This Agreement may be terminated in whole or in part for any reason. Such termination by City shall specify the date thereof, which date shall not be sooner than thirty (30) days following the day on which notice is sent. The Contractor shall also have the right to terminate this Agreement and specify the date thereof, which date shall not be sooner than the end of thirty (30) days following the day on which notice is sent.
- C. Regardless of how Agreement is terminated, City shall compensate Contractor in accordance with the terms of this Agreement for the services performed prior to the effective date of termination. Contractor shall not, however, be entitled to lost or anticipated profits should City choose to exercise its option to terminate.
- D. Notwithstanding any other remedy contained in this Agreement or provided by law, the City may delay, suspend, limit, or cancel funds, rights or privileges given the Contractor for failure to comply with the terms and provisions of this Agreement. Specifically, at the sole option of the City, the Contractor may be placed on probation during which time the City may withhold reimbursements in cases where it determines that the Contractor is not in compliance with this Agreement. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the City. Upon the effective date of termination of this Agreement, Contractor shall cease all operations of work being performed by Contractor pursuant to this Agreement.

Section 10: Personnel Management

- A. The Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.
- B. Contractor must include job descriptions in personnel folders for each position in the organization funded through this Agreement. Job titles and descriptions set forth in the Budget (Attachment II) that affect a salary or range increase may not be changed without prior written approval from the Chief.

- C. The Contractor shall provide the City with the names and license registration of any employees of Contractor regulated by State law whose activities contribute towards, facilitate, or coordinate the performance of this Agreement.
- D. Chief Executive Officers (CEOs), directors and other management positions of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship, (“Relatives”) who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same Program, but only in non-supervisory roles.

Section 11: Adversarial Proceedings

Contractor agrees to comply with the following special provisions:

- a. Under no circumstances will the funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and
- b. Contractor, at the City’s option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the City remains unresolved.

Section 12: City-Supported Programs

Contractor shall publicly acknowledge that the services provided by Contractor under this Agreement are supported by the City as directed by SAFD. Throughout the term of this Agreement, Contractor agrees to include written acknowledgment of the City’s financial support in all Program-related presentations, press releases, flyers, brochures and other informational material prepared and distributed by Contractor. Contractor shall obtain the City’s prior approval of the language and logo, as applicable, to be used.

Section 13: No Use of Funds for Religious Activities

Contractor, as a governmental entity, is aware of its prohibition in using public funds for religious activities and agrees that none of the performance rendered under this Agreement shall involve, and no portion of the funds received under this Agreement shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

Section 14: Debarment

- A. Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program.
- B. Contractor shall provide immediate written notice to City, in accordance with the notice requirements of Section 17, if, at any time during the term of the Agreement, including any renewals, Contractor learns that its certification was erroneous when made or have become

erroneous due to changed circumstances.

Section 15: Sub-contracting and Assignment

- A. Any other clause of this Agreement to the contrary notwithstanding, none of the work or services covered by this Agreement shall be assigned without the prior written approval of City, and if applicable, the Grantor of the grant. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.
- B. Any other clause of this Agreement to the contrary notwithstanding, none of the work or services covered by this Agreement shall be sub-contracted, except for the agreed upon subcontract with UT Health Be Well (an MOUD provider and a division of UT Health San Antonio), The Center for Health Care Services (CHCS, an MOUD provider and the local mental health authority), and the San Antonio Council on Alcohol and Drug Awareness (SACADA, a prevention, intervention and recovery support provider), without the prior written approval of City, and if applicable, the grantor of the grant if grant funds are involved. Any work or services approved for sub-contracting under this Agreement, however, shall be sub-contracted only by written contract or agreement and, unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Agreement. Compliance by sub- contractors with this Agreement shall be the responsibility of Contractor. Contractor agrees that payment for services of any sub-contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-contractors.
- C. Contractor must comply with all applicable local, state and federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds under this Agreement. It is further agreed by the parties that the City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City. If, at the City's sole discretion, it is found that all applicable local, state and federal procurement standards, rules, regulations and laws have not been met by Contractor with respect to any of its sub-contracts, then the Contractor will be deemed to be in default of this Agreement, and as such, this Agreement will be subject to termination in accordance with the provisions of this Agreement.

Section 16: Relationship of Parties

- A. Nothing contained in this Agreement shall be deemed or construed by the parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the parties.
- B. This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not party to it. The parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.
- C. Nothing in this Agreement, express or implied, shall be construed to confer rights, remedies or claims on any party other than the parties to this Agreement.

Section 17: Notices

Notices required or appropriate under this Agreement shall be deemed duly on the date given if in writing and delivered in person (with receipt acknowledged), or three (3) days after depositing in the U.S. mail first class, postage prepaid, or upon receipt if delivered by courier, registered or certified mail, and addressed to:

City of San Antonio
Attn: Chief
San Antonio Fire Department
315 S. Santa Rosa
San Antonio, Texas 78207

Southwest Texas Regional Advisory Council
Attn: Executive Director
7500 US Highway 90W, Ste 200 San
Antonio, Texas 78227

or to such other address as may have been designated in writing by the party to whom the notice is given.

Section 18: Approval of the City

Whenever this Agreement calls for approval by City, unless otherwise explained in this Agreement, such approval shall be evidenced by the written approval of the Chief, or designee, unless City Council approval is required.

Section 19: Venue

Contractor and City agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created under this Agreement are performable in Bexar County, Texas. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Agreement shall lie exclusively in Bexar, County, Texas.

Section 20: Gender

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

Section 21: Licenses and Training

Contractor warrants and certifies that Contractor's employees and its subcontractors have the requisite training, license or certification to provide the services required under this Agreement, and that they meet all competency standards promulgated by all other authoritative bodies, as applicable to the services provided under this Agreement.

Section 22: Independent Contractor

- A. Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and the City shall in no way be responsible therefor, and neither party has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.
- B. Nothing contained in this Agreement shall be deemed or construed by the parties 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.

Any and all of the employees of the Contractor, wherever located, while engaged in the performance of any work required by the City under this Agreement shall be considered employees of the Contractor only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.

Section 23: 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 City, then and in that event it is the intention of the parties that such invalidity, illegality or unenforceability shall not affect any other clause or provision of this Agreement and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained in this Agreement; 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 this 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.

Section 24: Entire Agreement; Amendment

This Agreement, together with the authorizing ordinance(s) and Attachments constitutes the, entire agreement, with respect to the subject matter hereof, with any other written or parol agreement between the City and Contractor being expressly waived by Contractor. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed and agreed to by all the parties. It is understood that the Charter of the City requires that all contracts and agreements with the City be in writing and adopted by ordinance. However, the Chief and the Contractor's Executive Director shall have the authority to execute an amendment of this Agreement without the necessity of seeking any further approval of their governing bodies, if permitted by all applicable local, state, and federal laws, and in the following circumstances:

- A. An increase in Agreement funding in an amount not exceeding twenty- five percent (25%) of the Program Budget or (b) \$25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments executed without City Council approval pursuant to this subsection and increasing Agreement funding during the term of this Agreement shall

not exceed the foregoing amount; or

- B. An increase in Contract funding within Agreement amendment caps or parameters set by City Council by Ordinance or policy; or
- C. Modifications to the Scope of Work due to the adjustment described in subsection (A) of this Section or for any other reason, as long as the terms of the amendment are reasonably within the parameters set forth in Sections 2, and its applicable attachments, of this Agreement; or
- D. Budget line item shifts of funds within the Program Budget, so long as the total dollar amount of the budget set forth in Section 3 (A) of this Agreement remains unchanged (these modifications may be accomplished through Budget revisions); or
- E. Reduction of the total Agreement amount in order to address circumstances described in Section 3.L., and to amend the Budget accordingly which is set forth in **Attachment II**. Contractor shall execute any and all amendments to this Agreement that are required as a result of a modification made pursuant to this Section 24(E).

Section 25: Authority

Each of the signers of this Agreement hereby represents and warrants that they have authority to execute this Agreement on behalf of each of their governing entities and to bind the respective entities to all of the terms, conditions, provisions and obligations contained in this Agreement. This Agreement shall be signed in duplicate originals so that each Party hereto shall have an original.

**CITY OF SAN ANTONIO,
a Texas Municipal Corporation**

**SOUTHWEST TEXAS REGIONAL
ADVISORY COUNCIL (STRAC)**

By: _____
Maria Villagomez
Deputy City Manager

By: 
Eric Epley, Executive Director

Date

9/12/2024

Date

Approved as to Form:

Krista Cover
Assistant City Attorney

Attachment I - Scope of Work
Attachment II - Budget
Attachment III – HIPAA Business Associate Agreement
Attachment IV- Purchased Property

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