

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
CITY OF SAN ANTONIO  
AND  
ALLIANCE 2020, INC.**

This contract is made and entered into by and between the City of San Antonio (**CITY**) and Alliance 2020, Inc. (**CONTRACTOR**) in order that **CONTRACTOR** provide **CITY** with pre-employment background screening services.

**I. TERM**

- 1.1 The term of this Agreement shall commence on July 1, 2025 and terminate June 30, 2028 with two (2) additional one (1) year extensions at option of **CITY**.

**II. SCOPE OF SERVICES**

- 2.0 The **CONTRACTOR** shall work with the **CITY**'s Human Resources Director, or her designee/s, and with appropriate **CITY** officials to perform any and all related tasks required by the **CITY** in order to fulfill the purposes of this **CONTRACT**. The **CONTRACTOR** agrees that Debbie Loyning, Chief Operating Officer, will be **CONTRACTOR'S** point of contact for the services to be performed under this **CONTRACT**. The **CITY** is an Equal Opportunity Employer and does not discriminate. **CONTRACTOR** shall conduct all activities in accordance with this and all other applicable federal, state and local requirements.
- 2.1 **CONTRACTOR** will provide a reliable, trustworthy and comprehensive criminal record check system. The system will be capable of checking local, state and federal courts in all fifty states. Additionally, **CONTRACTOR** will perform international checks for certain employees when requested. **CONTRACTOR** must agree to use its best and utmost efforts to secure correct and complete background checks as follows:
- 2.2 The checks will cover misdemeanors and felonies or crimes of similar gravity with varying names or designations. The checks will cover convictions and charges as appropriate.
- 2.3 The checks will be done by the home residence(s) of the candidate and will cover a minimum of seven (7) years or the time since the employee became eighteen (18) years of age, whichever is shorter.
- 2.4 Prior to background check, the candidate will accept an offer of conditional

employment and will complete a consent form which meets all legal requirements, to be provided by the City during pre-employment processing.

- 2.5 When a check is requested, the candidate will provide the following information on the release form provided by the City during pre-employment processing: full name and all previous names; Social Security Number; date of birth; Race; Sex; residence history including all addresses and all counties and states where the candidate has lived during the prior 7 years; and all current drivers' license numbers with state of issuance.
- 2.6 **CONTRACTOR** must be able to provide several levels of secure access to City users, to include access for entry only with results securely available to designated City representative as well as higher level access to include viewing all results.
- 2.7 **CONTRACTOR** will provide capability for self-entry by a candidate, volunteer or designated department representative on-line to initiate the release form and background check, but not display results or any confidential information.
- 2.8 A request for a background check will be entered through self-entry or by the **CITY** via a secure online connection to the **CONTRACTOR** and will include the information listed above in 2.5. The **CONTRACTOR** will make results available electronically to the designated City official.
- 2.9 The **CONTRACTOR** will provide an explanation, upon request, for all jargon or acronyms used in the checks to each institution requesting checks.
- 2.10 A standard background check will include national and international repositories and criminal database search. Upon request by **CITY**, the **CONTRACTOR** will also provide the following checks: Social Security Address Locator Investigative Tool, County & State Criminal Record, federal, credit check, credentials verification (professional and educational), and driving record (DOT).
- 2.11 **CONTRACTOR** will receive requests electronically and must transmit the results of checks electronically. Candidates should have the ability to electronically see the results of their background checks, when requested.
- 2.12 **CONTRACTOR** must receive and return the request form check electronically on-line within two, (2) minutes, provided that for multi-state checks and for international checks, the time for response may be extended for a reasonable time. In situations where a particular background check will need a reasonable extension, the **CONTRACTOR** will communicate any delay in writing, and provide a response time estimate.
- 2.13 **CONTRACTOR** must use an alternative method for receiving requests and

securely transmitting the results in the timelines specified in 2.12 if the website is down or inaccessible.

- 2.14 **CONTRACTOR** will abide by all applicable state and federal laws, regulations and rules including but not limited to the Fair Credit Reporting Act.
- 2.15 **CONTRACTOR** must agree to maintain all requests and results confidentially and securely, and to abide by all relevant federal and state laws governing the privacy of this information. The contractor also must agree to provide copies of all requests and results for the life of this contract and for a five-year period following the termination of this agreement.
- 2.16 **CONTRACTOR** will provide training, information regarding applicable laws, compliance with the Fair Credit Reporting Act, and sample communication for City administrators during first year of the Contract term and ongoing for legal updates or as requested by **CITY** due to new employees needing training on system. It is understood and agreed, City will follow the pre-adverse action process in accordance with FCRA.
- 2.17 **CONTRACTOR** will allow **CITY** to generate reports through **CONTRACTOR** web portal regarding background check requests, including total number of background checks and average turnaround times.
- 2.18 **CONTRACTOR** will certify that criminal records, credit reports, sex offender status, driving record, etc. can be obtained for each state.
- 2.19 **CONTRACTOR** must have a formal record retention policy.
- 2.20 **CONTRACTOR** will provide capability of applicant tracking system integration option where information is fed from ATS directly into **CITY** system through an integration when requested by **CITY**.
- 2.21 **CONTRACTOR** will allow for the creation of package options for the different types of criminal background checks that are required.
- 2.22 **CONTRACTOR** shall perform its services in accordance with the ordinary, reasonable standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the San Antonio, Texas area, under similar circumstances. This includes the knowledge and experience ordinarily required of a member of that profession and includes performing the skills necessary to adequately cope with problems that arise in performing its services, which skills are not possessed by ordinary laymen.

### **III. PAYMENT AND BILLING**

- 3.1 **CITY** shall pay **CONTRACTOR** in an estimated amount not to exceed

\$525,000.00 for the total CONTRACT term for services conducted as follows:

**A – Price per background check for last seven years of history**

<b>Check</b>	<b>Cost per check for up to 600 checks per Month</b>	<b>Cost per check above/in excess of 600 checks per month</b>
<b>Standard Check* (US Criminal)</b>	\$12.95 Single Jurisdiction	\$10.95 Single Jurisdiction
<b>International Check</b>	Country cost + \$50.00*	Country Cost+ \$50.00*
<b>Federal Check</b>	\$8.25 Single Jurisdiction	\$7.25 Single Jurisdiction
<b>Social Security Check</b>	\$1.25	\$ .95
<b>County Criminal Record Check</b>	\$9.25 Single Jurisdiction	\$8.25 Single Jurisdiction
<b>State Criminal Record Check</b>	\$9.95 Where Available	\$8.95 Where Available
<b>Driving Record Check (DOT)</b>	\$4.25	\$4.25
<b>Credit Check</b>	\$12.40	\$11.40
<b>Education Verification</b>	\$11.95	\$10.95
<b>Employment Verification</b>	\$11.95	\$10.95

**B – Bundled package price for Standard US Criminal background checks and Federal background checks for last seven years of history**

<b>Standard and Federal Check Monthly cost for up to 600 checks</b>	<b>\$21.20</b>
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<b>Standard and Federal Check Monthly cost for over 600 checks</b>	<b>\$18.20</b>
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*\* Standard Check includes:*

*National Alias Multi-State Criminal Search, OFAC/OIG/America's Most Wanted/Sex Offender Registry Search, SSN Validation and Address Search.*

- 3.2 Upon completion of a criminal history search, **CONTRACTOR** shall submit an itemized invoice to include breakdown of the different types of services and background checks that were conducted in an excel format to **CITY** for the services provided to **CITY**. The invoice shall be submitted within thirty (30) days of the completion of a criminal history search. The invoice shall contain a representation that the services being invoiced were provided pursuant to this contract.
- 3.3 Upon receipt of and approval by **CITY** of **CONTRACTOR**'s invoice, **CITY** agrees to pay **CONTRACTOR** the amount invoiced, so long as the amount invoiced has been invoiced pursuant to the provisions of this contract.
- 3.4 **CITY** shall not be obligated or liable under this contract to any party other than **CONTRACTOR** for payment of any monies or provision of any goods or services.
- 3.5 **CONTRACTOR** shall be responsible for all expenses incurred by **CONTRACTOR** in completing the work required by this contract.

#### **IV. LICENSES AND CERTIFICATIONS**

- 4.1 All licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials and all applicable state and federal laws and local ordinances must be complied with by **CONTRACTOR**. Failure to comply with this requirement shall be treated as a default and will result in termination of this contract.

#### **V. RESERVED**

#### **VI. OWNERSHIP OF DOCUMENTS**

- 6.1 All files, reports, information and other data given to, prepared or assembled by the **CONTRACTOR** under this CONTRACT, and any other related documents or items shall become the sole property of the **CITY**. Such reports, information and other data shall be delivered at no cost to the **CITY**. The **CONTRACTOR** may make copies of any and all documents for its files, at its sole cost and expense.
- 6.2 The **CONTRACTOR** shall retain all records owned by or to which the **CITY** has access to, for the retention periods set forth in the Texas Local Government Records Act.

## VII. TERMINATION

- 7.1 For purposes of this CONTRACT, "termination" of this CONTRACT shall mean termination by expiration of the CONTRACT term or earlier termination pursuant to any of the provisions hereof.
- 7.2 Termination by Notice. This CONTRACT may be canceled 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 after the date of receipt of the notice by the other party. If the notice does not specify a date of termination, the effective date of termination shall be thirty (30) calendar days after receipt of the notice by the other party.
- 7.3 Termination for Cause. Should either party default in the performance of any of the terms or conditions of this CONTRACT, the other party shall deliver to the defaulting party written notice thereof specifying the matters in 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 at 11:59:59 p.m., Central Standard Time, on the tenth (10th) day after the receipt of the notice by the defaulting party.
- 7.4 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, this CONTRACT shall automatically terminate as of the effective date of such prohibition.
- 7.5 Effect of Termination. The period between notice of termination and the effective date of termination shall be used to effect an orderly transfer of records and funds, if any, from **CONTRACTOR** to **CITY** or to such person(s) or firm(s) as the **CITY** may designate. Any records transfer shall be completed by allowing **CITY** six (6) months of access to services after termination so that **CITY** may download records it wishes to maintain.
- 7.6 The period between notice of termination and the effective date of termination shall be used to effect an orderly transfer of records and funds, if any, from **CONTRACTOR** to **CITY** or to such person(s) or firm(s) as the **CITY** may designate. Any records transfer shall be completed within fifteen (15) calendar days of the termination date. Any such transfer of records or funds shall be completed at **CONTRACTOR'S** sole cost and expense. All files are the property of the **CITY** and, at the **CITY'S** request, will be delivered at no cost to the **CITY** or its designated recipient on the effective date of termination. Any **CITY** funds held in any escrow account(s) shall be returned to the **CITY** within thirty (30) calendar days after the effective termination date.
- 7.7 If **CITY** conducts an audit, either party to this CONTRACT may conduct a second audit, at their own expense, by the same or another independent auditor. If the results from the second audit are different, a third audit may be conducted with the costs of said audit to be shared equally between **CONTRACTOR** and **CITY**. The results from said third audit shall be final.

- 7.8 Within thirty (30) calendar days of the effective date of termination or cancellation, **CONTRACTOR** shall submit to **CITY** its claims, in detail, for the monies owed by **CITY** for services performed under this **CONTRACT** through the effective date of termination, except for monies owed for processing of claims incurred prior to the termination date and submitted for processing after the termination date.

## **VIII. NON-WAIVER**

- 8.1 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. 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 contract, 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 contract shall be deemed to have been made or shall be effective, unless expressed in writing and signed by the party to be charged. 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.

## **IX. INDEPENDENT CONTRACTOR**

- 9.1 **CONTRACTOR** covenants and agrees that **CONTRACTOR** is an independent contractor and not an officer, agent, servant, or employee of **CITY**; that **CONTRACTOR** 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 **CONTRACTORS**; that the doctrine of respondent superior shall not apply as between **CITY** and **CONTRACTOR**, its officers, agents, employees, contractors, subcontractors, and **CONTRACTORS**, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners, or joint venture between **CITY** and **CONTRACTOR**. The parties hereto understand and agree that the **CITY** shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the **CONTRACTOR** under this agreement and that the **CONTRACTOR** has no authority to bind the **CITY**.
- 9.2 Regardless of where the work shall be performed, what supplies or resources are provided by **CITY**, what instruction or direction is provided by **CITY**, **CONTRACTOR** and those persons designated by it to provide services shall not be deemed employees of **CITY** and shall not be entitled to wages or benefits from **CITY**, other than the compensation provided herein.

## **X. SUBCONTRACTING AND ASSIGNMENT**

- 10.1 Any other clause of this contract to the contrary notwithstanding, none of the work or services covered by this contract shall be subcontracted without the prior written approval of **CITY**. Any work or services approved for subcontracting hereunder, however, shall be subcontracted 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 contract. Compliance by subcontractors with this contract shall be the responsibility of **CONTRACTOR**.
- 10.2 Despite **CITY** approval of a subcontract, **CITY** shall, in no event, be obligated to any third party, including any subcontractor of **CONTRACTOR**, for performance of work or services, nor shall **CITY** funds ever be used for payment of work or services performed prior to the date of contract execution or after the termination of this contract.
- 10.3 Except as otherwise stated herein, **CONTRACTOR** may not sell, assign, pledge, transfer, or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting, or by any other means, without the written consent of **CITY**. As a condition of such consent, if such consent is granted, **CONTRACTOR** shall remain liable for completion of the services outlined in this contract in the event of default by the successor, assignee, transferee, or subcontractor.
- 10.4 Any attempt to transfer, pledge, or otherwise assign this contract without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should **CONTRACTOR** assign, transfer, convey, delegate, or otherwise dispose of any part or all of its right, title, or interest in this contract, **CITY** may, at its option, cancel this contract and all rights, titles, and interest of **CONTRACTOR** shall thereupon cease and terminate, notwithstanding any other remedy available to **CITY** under this contract. The violation of this provision by **CONTRACTOR** shall in no event release **CONTRACTOR** from any obligation under the terms of this contract, nor shall it relieve or release **CONTRACTOR** from the payment of any damages to **CITY**, which **CITY** sustains as a result of such violation.

## **XI. CONFLICT OF INTEREST**

- 11.1 **CONTRACTOR** acknowledges that it is informed that the Charter of the City of San Antonio and City's Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with **CITY** or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with **CITY** or in the sale to **CITY** of land, materials, supplies, or services, if any of the following individuals or entities is a party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten percent or more of the voting stock or shares of the business entity, or ten 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.

- 11.2 Pursuant to the subsection above, **CONTRACTOR** warrants and certifies, and this contract is made in reliance thereon, that it, its officers, employees, and agents are neither officers nor employees of **CITY**. **CONTRACTOR** further warrants and certifies that it has tendered to **CITY** a discretionary contracts disclosure statement in compliance with City's Ethics Code.

## **XII. INDEMNITY**

- 12.1 **CONTRACTOR 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 CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONTRACTOR OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF CITY, ITS OFFICERS OR EMPLOYEES, IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT CONTRACTOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**
- 12.2 **THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL ADVISE THE CITY IN WRITING WITHIN TWENTY-FOUR HOURS OF ANY CLAIM OR DEMAND AGAINST CITY OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO**

**PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.**

**XIII. INSURANCE**

- 13.1 No later than 30 days before the scheduled event, **CONTRACTOR** must provide a completed Certificate(s) of Insurance to City's Finance Department. The certificate must be:
- clearly labeled with the legal name of the service "Criminal History Screening Contractor" 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,
- 13.2 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 Agreement until such certificate and endorsements have been received and approved by City's Finance Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.
- 13.3 If the CITY does not receive copies of insurance endorsement, then by executing this Agreement, **CONTRACTOR** certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Event.
- 13.4 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 Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.
- 13.5 **CONTRACTOR** shall obtain and maintain in full force and effect for the duration of this Agreement, at **CONTRACTOR'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 **CONTRACTOR** 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 2. Employers' Liability	Statutory Limits \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following:	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its

a. Premises operations b. Products/completed operations c. Personal/Advertising Injury d. *Independent Contractors	equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/Leased Vehicles b. Non-owned Vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Professional Liability	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service
6. Cyber Liability	\$1,000,000 per claim \$1,000,000 general aggregate, or its equivalent in Umbrella Liability Coverage
*If applicable.	

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

13.7 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. **CONTRACTOR** 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: Human Resources Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

13.8 **CONTRACTOR'S** insurance policies must contain or be endorsed to contain the following provisions:

- Name **CITY** and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with **CITY**. The endorsement requirement is not applicable for workers' compensation and professional liability policies.

- Endorsement that the "other insurance" clause shall not apply to **CITY** where **CITY** is an additional insured shown on the policy. City's insurance is not applicable in

the event of a claim.

- **CONTRACTOR** shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of **CITY**; and
- Provide 30 days advance written notice directly to **CITY** of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

- 13.9 Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, **CONTRACTOR** shall provide a replacement Certificate of Insurance and applicable endorsements to **CITY**. **CITY** shall have the option to suspend **CONTRACTOR** performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- 13.10 In addition to any other remedies **CITY** may have upon **CONTRACTOR'S** failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, **CITY** may order **CONTRACTOR** to stop work and/or withhold any payment(s) which become due to **CONTRACTOR** under this Agreement until **CONTRACTOR** demonstrates compliance with requirements.
- 13.11 Nothing contained in this Agreement shall be construed as limiting the extent to which **CONTRACTOR** may be held responsible for payments of damages to persons or property resulting from **CONTRACTOR** or its subcontractors' performance of the work covered under this Agreement.
- 13.12 **CONTRACTOR'S** insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by **CITY** for liability arising out of operations under this Agreement.
- 13.13 The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of **CITY** shall be limited to insurance coverage provided.
- 13.14 **CONTRACTOR** and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

#### **XIV. CHANGES AND AMENDMENTS**

- 14.1 Except when the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both **CITY** and **CONTRACTOR**.
- 14.2 It is understood and agreed by the parties hereto 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.

## **XV. ENTIRE AGREEMENT**

- 15.1 This contract and its exhibits 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 contract shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof, and only executed by the parties.

## **XVI. SEVERABILITY**

- 16.1 If any clause or provision of this contract 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 contract 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 contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

## **XVII. NOTICES**

- 17.1 For purposes of this contract, all official communications and notices between the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY  
Human Resources Department  
City of San Antonio  
P.O. Box 839966  
San Antonio, Texas 78283

CONTRACTOR  
Alliance 2020, Inc.  
304 Main Avenue S. Suite 101  
Renton, Washington 98057

## **XVIII. LAW APPLICABLE**

- 18.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

- 18.2 VENUE AND JURISDICTION FOR ANY LEGAL ACTION OR PROCEEDING BROUGHT OR MAINTAINED, DIRECTLY OR INDIRECTLY, UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL LIE EXCLUSIVELY IN BEXAR COUNTY, TEXAS.

#### **XIX. LEGAL AUTHORITY**

- 19.1 The signer of this contract for **CONTRACTOR** represents, warrants, assures, and guarantees that he has full legal authority to execute this contract on behalf of **CONTRACTOR** and to bind **CONTRACTOR** to all of the terms, conditions, provisions, and obligations herein contained.

#### **XX. PARTIES BOUND**

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

#### **XXI. GENDER**

- 21.1 Words of any gender used in this contract 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.

#### **XXII. CAPTIONS**

- 22.1 The captions contained in this contract are for convenience of reference only and in no way limit or enlarge the terms and/or conditions of this contract.

#### **XXIII. INCORPORATION OF EXHIBITS**

- 23.1 Each of the Exhibits listed below are an essential part of this Contract, which governs the rights and duties of the parties, and shall be interpreted in the order of priority as appears below:

Exhibit A – City's Request for Proposals

Exhibit B- **CONTRACTOR's** Proposal

In the event of conflict between this Contract and the exhibits listed above, the provisions of this Contract shall govern.

#### XXIV. NONDISCRIMINATION

- 24.1 As a party to this contract, **CONTRACTOR** 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.

CITY OF SAN ANTONIO

\_\_\_\_\_  
Erik Walsh  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Krista Cover  
Assistant City Attorney

ALLIANCE 2020, INC.

\_\_\_\_\_  
Bradley Faulkes  
Chief Executive Officer  
\_\_\_\_\_  
Debbie Lanning  
Chief Operating Officer