

**LICENSE AGREEMENT  
FOR  
NON-MOTORIZED WATERCRAFT RENTALS**

STATE OF TEXAS           §  
                                     §  
COUNTY OF BEXAR       §

This Agreement is hereby made and entered into by and between the City of San Antonio (hereinafter referred to as “CITY”), a Texas Municipal corporation, acting by and through its City Manager pursuant to Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_, and The Expedition School (hereinafter referred to as “LICENSEE”).

WHEREAS, the CITY’s vision for boating concessions is to provide quality, safe, and affordable kayaking, canoeing, and other non-motorized watercraft rentals, and instruction to include programming for youth, adults, and seniors; and

WHEREAS, the CITY issued a Request for Proposals (RFP) for Management & Operations for Kayaking Concessions on May 11, 2022; and

WHEREAS, the evaluation committee reviewed and discussed all proposals, scores were finalized, and aggregate scores were presented to the committee; and

WHEREAS, as a result The Expedition School scored the highest ranking and was recommended for award by the evaluation committee; and

NOW THEREFORE, in consideration of the mutual covenants, benefits, and premises contained herein, CITY and LICENSEE hereinafter collectively referred to as the PARTIES, agree as follows:

**I.       TERM**

- 1.1     This Agreement shall be effective as of the date the Agreement is signed by the CITY and shall continue in effect for a period of three (3) years, unless terminated in accordance with the provisions of this Agreement.
- 1.2     Upon mutual, written consent of the PARTIES, this agreement may be renewed for two (2) additional, one (1) year terms. Renewals shall be in writing and signed by the Director, or their designee, without further action by the San Antonio City Council.

**II.     GENERAL RESPONSIBILITIES**

- 2.1     LICENSEE shall provide management and operational services for non-motorized watercraft concessions at Elmendorf Lake Park and Woodlawn Lake Park. LICENSEE shall operate in a manner that maximizes aesthetic appeal, compatibility with existing lake uses and environmental stewardship for the lake.
- 2.2     LICENSEE shall maintain all safety certifications throughout the term of the Agreement.
- 2.3     LICENSEE shall maintain insurance, as outlined in Section XIII. Insurance Requirements of this Agreement, throughout the term of the Agreement.

- 2.4 LICENSEE shall fully and timely provide all services described herein strict accordance with the Agreement, Exhibits, covenants, and all applicable Federal, State, and local laws, rules, and regulations.

### **III. LICENSE FEE**

- 3.1 In consideration of this Agreement and an issued license, LICENSEE agrees to pay CITY one thousand dollars (\$1,000) annually for the duration of this Agreement. License fee shall be paid in one lump sum no later than thirty (30) days after the Effective Date of this Agreement, each year.
- 3.2 CITY shall send the LICENSEE an annual invoice.

### **IV. ACCEPTANCE AND CONDITIONS OF PREMISES**

- 4.1 LICENSEE shall accept the Licensed Premises described in Attachment A – Park Map and Storage Area in the present condition “AS IS,” the Licensed Premises being currently suitable for the permitted use.

### **V. NON-EXCLUSIVE USE**

- 5.1 Unless otherwise stated, LICENSEE does not have exclusive use and access to any area of the park including the docking area at each location. LICENSEE must permit continued access of the docking area to the general public.
- 5.2 LICENSEE has exclusive rights to the storage container area outlined in Attachment A – Park Map and Storage Area.

### **VI. GENERAL OPERATING REQUIREMENTS**

- 6.1 LICENSEE shall employ, pay, and supervise all personnel deemed necessary for management, operations, and programming.
- 6.2 No parking is allowed in any area other than designated parking areas. Parking off pavement is strictly prohibited and will be seen as a violation of City Ordinance.

#### **6.3 LOCATIONS**

- 6.3.1 Elmendorf Lake Park, 3700 W. Commerce, San Antonio, TX 78207.
- 6.3.2 Woodlawn Lake Park, 1103 Cincinnati Ave, San Antonio, TX 78201.
- 6.3.3 Additional locations may be identified by the CITY, agreed upon by the PARTIES, and administratively added to this Agreement.

#### **6.4 HOURS OF OPERATION**

- 6.4.1 Unless otherwise authorized in writing by the Director or as may be dictated by weather, special events, City Days, and City Holidays, LICENSEE shall operate no earlier than sunrise and no later than sunset.
- 6.4.2 LICENSEE shall provide a list of holidays at the beginning of each year. The list shall be reviewed and approved by the CITY.
- 6.4.3 Temporary Closures / Suspension of Activities: The CITY shall have the right to temporarily suspend activities in accordance with special events, construction, water quality issues, public health issues, and/or weather-related closures. CITY will notify the LICENSEE at the earliest opportunity, however in some instances the notification may be immediate.

#### **6.5 SERVICES PRICING & REGISTRATION**

- 6.5.1 LICENSEE shall be limited to charging the rates in Attachment B – Price List, for its

- services for one (1) year following the Effective Date of this Agreement. Thereafter, LICENSEE must not increase prices for services without a 90-day written notice to the CITY and written approval from the Director of Parks and Recreation.
- 6.5.2 CITY shall only regulate the pricing for City Days, Local Days, and hourly rentals.
- 6.5.3 CITY shall not regulate the price of programming, camps, and other programs/services offered to the community.
- 6.6 Registration. LICENSEE shall manage program registration, boating rentals, and group rentals. Registration and rentals shall be available by phone, online, and/or on-site.
- 6.7 City Days. LICENSEE shall conduct special events and/programming for the CITY at no cost, defined as City Days. City Days shall be limited to four (4) hours per event and a limit of five (5) days per year per location.
- 6.8 Local Days. LICENSEE shall provide Local Days which are offered to residents of San Antonio at a low or no cost rate. PARTIES shall mutually agree on the dates for Local Days.
- 6.9 PROGRAMMING
- 6.9.1 CITY and LICENSEE shall work cooperatively to develop and conduct programming outside of City Days and Local Days.
- 6.9.2 LICENSEE shall conduct programming and special events as outline in Exhibit A – RFP Submission, including but not limited to: adaptative paddling, health and wellness programs, and camps.
- 6.10 PROPERTY AND EQUIPMENT MAINTENANCE OBLIGATIONS
- 6.10.1 LICENSEE is responsible for waste and debris, and/or any other waste generated in the performance of services under this Agreement.
- 6.10.2 LICENSEE is responsible for daily trash clean up and sustaining a well-maintained, good, clean, attractive condition in and around the area of operation. LICENSEE shall use reasonable efforts to recycle materials such as plastic bottles and aluminum cans during its use of the licensed premises.
- 6.10.3 LICENSEE shall be responsible for all equipment maintenance. Equipment and personal safety devices (PFD) shall be maintained in good working order and replaced as needed at the sole cost of the LICENSEE.
- 6.11 SIGNS AND ADVERTISING
- 6.11.1 Permanent Signs: LICENSEE hereby agrees not to install or display any permanent sign(s) upon the Premises without the prior written approval to install or display said sign(s) by the Parks and Recreation Department. If approved, LICENSEE shall follow all signage review and approval process with City's Development Services Department and if necessary, the Office of Historic Preservation.
- 6.11.2 Temporary Signs: LICENSEE may utilize temporary signage to promote their operations in accordance with requirements of this Agreement. Signs shall not impede pedestrian and bike paths. Signs shall be reviewed and approved by the Parks and Recreation Department. If approved, LICENSEE shall follow all signage review and approval process with City's Development Services Department and if necessary, the Office of Historic Preservation.
- 6.12 Naming rights. No naming rights of the boating docks will be conveyed to the LICENSEE. Naming of parks and facilities is subject to applicable City ordinances, approvals, and processes.

## **VII. IMPROVEMENTS**

- 7.1 Subject to advance written approval of the Director of the City's Parks and Recreation Department, Licensee may install and/or construct facilities and improvements within the licensed premises suitable for boating activities to include, but not limited to, storage units and additional docks. During any period of installation or construction, Licensee, its members, employees, agents, and affiliates shall ensure that the performance of the construction or installation does not cause or result in damage to City property or adjoining property. All costs for design, construction, and related activities, such as any and all plans, approvals, necessary permits, and clearances relative to its improvements from appropriate Local, State, and Federal regulatory agencies, shall be borne solely by LICENSEE.

## **VIII. REPORTING**

- 8.1 LICENSEE shall submit an Annual Profit and Loss Statement specifically for the locations/services provide through this Agreement.

## **IX. RECORDS**

- 9.1 LICENSEE shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the CITY at their respective offices, at all reasonable times and as often as CITY may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by CITY and any of its authorized representatives.
- 9.2 LICENSEE 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 Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, LICENSEE shall retain the records until the resolution of such litigation or other such questions. LICENSEE acknowledges and agrees that CITY shall have access to any and all such documents at any and all times, as deemed necessary by CITY, during said retention period. CITY may, at its election, require LICENSEE to return the documents to CITY at LICENSEE's expense prior to or at the conclusion of the retention period. In such event, LICENSEE may retain a copy of the documents at its sole cost and expense.
- 9.3 LICENSEE shall notify CITY, immediately, in the event LICENSEE receives any requests for information from a third party, which pertain to the documentation and records referenced herein. LICENSEE understands and agrees that CITY will process and handle all such requests.

## **X. TERMINATION**

- 10.1 Termination for Cause. If LICENSEE fails to perform services in accordance with this Agreement or any issued permit, fails to observe or comply with any other instruction, term, representation or warranty, defaults in its obligations applicable to the Agreement, endangers the public and/or property, fails to make progress so as to endanger timely performance, or a receiver or trustee is appointed or an assignment is made in favor of a creditor, CITY may, in addition to any other right or remedy, terminate all or a portion of this Agreement and any issued permit by ninety (90) days' written notice to LICENSEE. Notwithstanding the foregoing, if LICENSEE is a danger to the public, damages property, or fails to abide by and perform the public safety measures identified in the Agreement or required by law, issued permit and/or issued permit, the CITY may, where the condition remains uncured after fifteen (15) days written notice and an opportunity to cure, immediately upon written notice terminate the Agreement and issued permit at its sole discretion.

In the event of termination for cause, CITY shall not be liable to LICENSEE for any amount, and CITY may acquire, produce, or otherwise purchase supplies or services elsewhere on such terms or in such a manner as CITY deems appropriate, and LICENSEE shall be liable to CITY for any and all damages, expenses or costs incurred by CITY. If it should be determined that CITY has improperly terminated the Agreement or any issued permit for default, such termination shall be deemed a termination for convenience.

#### **XI. ASSIGNMENT**

- 11.1 LICENSEE shall not assign this Agreement or allow same to be assigned by operation of law or otherwise, or sublet the Agreement or any part thereof without the prior written consent of CITY, which may be given only by or pursuant to an ordinance enacted by the City Council of San Antonio, Texas. Any assignment or subletting by LICENSEE without such permission shall constitute grounds for termination of this Agreement by CITY. LICENSEE shall continue to be liable under this Agreement after such assignment, with or without CITY's consent.

#### **XII. NOTICES**

- 12.1 For purposes of this Agreement, all official communications and notices among the PARTIES shall be deemed sufficient if in writing and shall be (1) mailed, registered, or certified mail, postage prepaid, return receipt requested, or (2) delivered by a nationally recognized overnight air or ground courier service to the addresses set forth below:

City of San Antonio:  
Parks & Recreation Department  
Attn: Director  
P.O. Box 839966  
San Antonio, TX 78283-3966

Licensee:  
The Expedition School, LLC  
Attn: Founder  
P.O. Box 5501  
Austin, TX 78763

Copy to Counsel:  
Law Office of  
Jennifer D. Ward PLLC  
2499 S. Capital of TX  
Hwy, Ste. B203  
Austin, TX 78746

#### **XIII. INSURANCE REQUIREMENTS**

- 13.1 Prior to the commencement of any work under this Agreement, LICENSEE shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the **PARKS DEPARTMENT** which shall be clearly labeled "**License Agreement for Non-Motorized Watercraft Rentals**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The CITY will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the CITY. The CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the **PARKS DEPARTMENT**. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- 13.2 The CITY reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will CITY allow modification whereby CITY may incur increased risk.
- 13.3 LICENSEE financial integrity is of interest to the CITY; therefore, subject to LICENSEE's right to maintain reasonable deductibles in such amounts as are approved by the CITY, LICENSEE shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension

hereof, at LICENSEE's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized 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:

<i><b>INSURANCE TYPE</b></i>	<i><b>LIMITS</b></i>
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. Contractual Liability e. Independent Contractors f. Damage to property rented by you g. Sexual Abuse/Child Molestation	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.  f. \$100,000
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 (Claims-made Coverage)	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
*6. If Applicable	

- 13.4 LICENSEE agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of LICENSEE herein, and provide a certificate of insurance and endorsement that names the LICENSEE and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of LICENSEE. LICENSEE shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the Agreement for all purposes.
- 13.5 As they apply to the limits required by the CITY, the CITY shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. LICENSEE shall be required to comply with any such requests and shall submit requested documents to CITY at the address provided below within 10 days. LICENSEE shall pay any costs incurred resulting from provision of said documents.

City of San Antonio  
Attn: **Parks Department**  
P.O. Box 839966  
San Antonio, Texas 78283-3966

- 13.6 LICENSEE agrees that with respect to the above-required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, 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 the CITY, with the exception of the workers' compensation and professional liability policies;
  - Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the CITY is an additional insured shown on the policy;
  - Workers' compensation, employers' liability, general liability, and automobile liability policies will provide a waiver of subrogation in favor of the CITY.
  - Provide advance written notice directly to CITY of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- 13.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, LICENSEE shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend LICENSEE's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- 13.8 In addition to any other remedies the CITY may have upon LICENSEE's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the CITY shall have the right to order LICENSEE to stop work hereunder, and/or withhold any payment(s) which become due to LICENSEE hereunder until LICENSEE demonstrates compliance with the requirements hereof.
- 13.9 Nothing herein contained shall be construed as limiting in any way the extent to which LICENSEE may be held responsible for payments of damages to persons or property resulting from LICENSEE's or its subcontractors' performance of the work covered under this Agreement.
- 13.10 It is agreed that LICENSEE's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- 13.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the CITY shall be limited to insurance coverage provided.
- 13.12 LICENSEE and any subcontractors are responsible for all damages to their own equipment and/or property.

#### XIV. INDEMNITY

- 14.1 **LICENSEE 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 LICENSEE's activities under this Agreement, including any acts or omissions of LICENSEE, any agent, officer, director, representative, employee, consultant or subcontractor of LICENSEE, 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 LICENSEE 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 THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

- 14.2 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. LICENSEE shall advise the CITY in writing within 48 hours of any claim or demand against the CITY or LICENSEE known to LICENSEE related to or arising out of LICENSEE's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at LICENSEE's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving LICENSEE of any of its obligations under this paragraph.
- 14.3 Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by LICENSEE in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. LICENSEE shall retain CITY approved defense counsel within fourteen (14) business days of CITY's written notice that CITY is invoking its right to indemnification under this Agreement. If LICENSEE fails to retain counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and LICENSEE shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.
- 14.4 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of LICENSEE, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for LICENSEE or any subcontractor under worker's compensation or other employee benefit acts.

#### **XV. ATTORNEY'S FEES**

- 15.1 In case it should be necessary or proper for CITY to bring any action under this Agreement or consult or place said Agreement, or any amount payable by LICENSEE thereunder, with an attorney concerning or for the enforcement of any of CITY's rights hereunder, then LICENSEE agrees in each and any such case to pay to CITY reasonable attorney's fees.

#### **XVI. SEPARABILITY**

- 16.1 If any clause or provision of this Agreement is found to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the PARTIES that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the PARTIES to this Agreement that in lieu of each clause or provision of this Agreement that is found to be illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.



## **XVII. ENTIRE AGREEMENT**

- 17.1 It is understood and agreed that this Agreement, together with the authorizing ordinance, any attached exhibits, and those provisions of LICENSEE's response to CITY's Request for Proposals dated May 2022, which have not otherwise been modified by this Agreement, constitutes the entire Agreement between the PARTIES hereto and shall not be modified or amended in any manner except by instrument in writing executed by the PARTIES hereto. It is further understood and agreed by LICENSEE that CITY and CITY's agents have made no representations or promises with respect to the Contracted Premises or the making or entry into this Agreement, except as in this Agreement expressly set forth, and that no claim or liability or cause for termination shall be asserted by LICENSEE against CITY, and CITY shall not be liable by reason of, the breach of any representations or promises not expressly stated in this Agreement, any other written or parol agreement with CITY being expressly waived by LICENSEE, it being understood that the Charter of the CITY requires all agreements with the CITY, to be in writing and adopted by ordinance.
- 17.2 The PARTIES hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments, and have sought and received whatsoever competent advice and counsel as was necessary for them to form a full and complete understanding of their rights and obligations herein.
- 17.3 Unless in conflict with San Antonio City Charter, terms of this Agreement, including but not limited to the Scope of Services, may be administratively amended by the Director of the Parks and Recreation Department without approval by San Antonio City Council.

## **XVIII. WARRANTY**

- 18.1 LICENSEE has the skills and resources to perform the services required by this Agreement and any issued permit in accordance with all applicable laws as well as policies and technical requirements of the CITY.

## **XIX. PARTIES BOUND**

- 19.1 The covenants and agreements herein contained shall inure to the benefit of and be binding upon the PARTIES hereto, their respective heirs, legal representatives, successors and assigns, and if there shall be more than one party designated as LICENSEE in this Agreement, they shall each be bound jointly and severally hereunder.

## **XX. TEXAS LAW TO APPLY**

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

## **XXI. GENDER**

- 21.1 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.

## **XXII. NON-DISCRIMINATION**

- 22.1 As party to this Agreement, LICENSEE 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 exempt by State or Federal law, or as otherwise established herein.

### **XXIII. CAPTIONS**

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

### **XXIV. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

- 24.1 Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:
- (1) does not boycott Israel; and
  - (2) will not boycott Israel during the term of the contract.
- 24.2 "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.
- 24.3 "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.
- 24.4 By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City's hereby relies on Company's verification. If found to be false, City may terminate this Agreement for material breach.

### **XXV. PROHIBITION ON CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION**

- 25.1 Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. LICENSEE hereby certifies that it is not identified on such a list and that it will notify CITY should it be placed on such a list while under contract with CITY. CITY hereby relies on LICENSEE's certification. If found to be false, or if LICENSEE is identified on such list during the course of its contract with CITY, CITY may terminate this Agreement for material breach.

EXECUTED, ACCEPTED, and AGREED TO in all things this \_\_\_\_ day of \_\_\_\_\_ 2023.

CITY OF SAN ANTONIO

THE EXPEDITION SCHOOL, LLC

By: \_\_\_\_\_  
Homer Garcia III  
Director, Parks and Recreation

By: \_\_\_\_\_  
Kimery Duda, Founder

APPROVED AS TO FORM:

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

### Attachment B – Price List

CITY shall only regulate the pricing for City Days, Local Days, and hourly rentals. CITY shall not regulate the price of programming, camps, and other programs/services offered to the community.

Rental Rates		
Watercraft	Duration	Price
Canoe	1 hour	\$25
Kayak Single	1 hour	\$15
Kayak Tandem	1 hour	\$20
Stand-Up Paddle Board	1 hour	\$20
Personal Flotation Device (available for users that bring their own watercraft and need a PFD.)	1 hour	\$5

\*all watercraft rentals include the rental of a personal flotation device.