

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
CITY OF SAN ANTONIO
AND
WORLDWIDE LANGUAGES AND COMMUNICATION, LLC.**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This contract is made and entered into by and between the City of San Antonio, a Texas Municipal Corporation (CITY) and Worldwide Languages and Communication, LLC. (CONSULTANT), both of which may be referred to herein collectively as the “Parties”, in order that CONSULTANT provide CITY with interpretation services.

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

I. TERM

- 1.1 This contract shall be for a three-year term beginning August 10, 2023 and ending August 9th, 2026. Upon CITY’s written request, there will be two one-year renewal options under the same terms and conditions.
- 1.2 CONSULTANT and CITY recognize that the continuation of any contract after the close of any given fiscal year of CITY, which fiscal year ends on September 30, shall be subject to appropriation of funds for the contract. Should funds not be appropriated, this contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

II. SCOPE OF SERVICES

SERVICE CATEGORY I

2.1 IN-PERSON SPANISH SIMULTANEOUS INTERPRETATION SERVICES.

CONSULTANT shall provide to the City in-person simultaneous Spanish language interpreter services at each City Council session and public meeting. Consultant's interpreter(s) will report directly to the interpretation booth at Municipal Plaza unless otherwise informed by City Staff. Interpreters are to report at least 15 minutes prior to each City Council A and B Session, special session, special meeting and other City Council and City Department Meetings, news conferences, and emergency information briefings. CONSULTANT shall deliver high quality interpreter services with

attention to detail, cultural sensitivity, and to the satisfaction of the city. CONSULTANT shall notify the event contact named on the request of any questions or concerns. For City Council A & B Sessions and Council Committee meetings the interpreters will report all questions and concerns to the Language Access Office.

2.2 ATTENDANCE AT COUNCIL MEETINGS.

The CITY manages approximately 35 City Council A Sessions and 35 City Council B Sessions annually. City Council A Sessions begin at 9 a.m. every Thursday, except the fourth week of the month, unless otherwise advised by the City. City Council B Sessions begin at 2 p.m. every Wednesday, except the fourth week of the month, unless otherwise advised by the City. City Council Ceremonial begin at 5 p.m., on Wednesdays, except the fourth week of the month, unless, otherwise advised by the City. City Council Public Comment meetings begin at 6 p.m. every Wednesdays, except the fourth week of the month, unless otherwise advised by the City. There are no City Council Meetings scheduled during the month of July, unless otherwise advised by the City.

2.3 OTHER CITY COUNCIL AND DEPARTMENT PUBLIC MEETINGS, NEWS CONFERENCES AND BRIEFINGS.

2.3.1 CONSULTANT understands and agrees to provide complete and accurate in-person simultaneous Spanish language interpreter services at Other City Council and City Department Public Meetings, News Conference and emergency information Briefings upon the request of the Director of the utilizing department, or designee, as needed. Numerous City departments and Council districts have a high level of public contact with the City's Spanish speaking residents, which at time may necessitate a public meeting. These services include both Spanish to English and English to Spanish interpretation as needed by City.

2.3.2 INTERPRETER UTILIZATION METRICS REPORT. CONSULTANT shall provide the director of the utilizing City department, or his/her designee, an Interpreter Utilization Metrics Report for that department's public meetings as requested by such director, or his/her designee, on a monthly basis, on the first business day of each month throughout the Term of this Agreement. The Interpreter Utilization Metrics Report shall include the: (1) the number of persons required to provide in-person simultaneous interpreter services at each of that department's public meetings; (2) the number of interpreters utilized by Consultant per each such meeting; and, (3) the number of hours worked by Consultant's interpreter(s) at each such meeting. CONSULTANT will also provide a copy of all utilization metrics reports provided to departments to the Language Access Office monthly.

Service Category 2:

2.4 IN PERSON AND SCHEDULED REMOTE INTERPRETATION SERVICE SPANISH AND OTHER REQUESTED LANGUAGES

2.4.1 In-person and scheduled remote interpretation services. Request for in-person interpretation services can be made for consecutive and/or simultaneous depending on the nature of the meeting. Meetings may include, but are not limited to, meetings regarding child welfare, health screenings, suspect interrogation, meetings to access programs and services, and community meetings. While many requests will be during normal business hours, in the event of an emergency, request for interpreter may occur requiring an immediate response. For non-emergency, the City will attempt to give 24-48 hours' notice.

2.4.2 For Scheduled Remote Interpretation, it is the Consultant's responsibility to have access to necessary equipment and technology devices required to successfully and effectively remote into a City meeting/event. The Consultant must ensure ability to connect to virtual platforms such as Microsoft Teams, Zoom, and Webex. Fast internet connection, quality video and audio are essential.

2.4.3 CONSULTANT will provide interpretation services for the following identified top utilized languages as reflected below and other languages as requested. Top Languages are listed in order of prevalence below.

- a) Spanish
- b) Arabic
- c) Vietnamese
- d) Pashto
- e) Korean
- f) Tagalog
- g) Chinese (including Mandarin, Cantonese)
- h) Gujarati

2.5 **Recording Interpretation Service.** Consultant shall deliver simultaneous interpretation of pre-recorded meetings for a City department and could apply to either service category 1 or 2 when requested. This service will be primarily used in the case that the consultant is unable to deliver live interpretation services for a televised public meeting. **CONSULTANT** shall independently record a simultaneous interpretation of that meeting in MP3 or WAV audio format and deliver to the Language Access Manager or the requesting department. Spanish is the primary language for this service. However, other languages may also be requested should the need arise.

2.6 Interpretation service request is initiated upon receipt of service request form. CONSULTANT will confirm receipt within 24 hours or less.

- 2.7 Scheduled interpreters must arrive at the designated location no later than fifteen (15) minutes prior to start of the event and reporting to meeting contact reflected on the service request form.
- 2.8 CONSULTANT will maintain confidentiality and non-disclosure to third parties of information learned during interpretation services. Interpreter services may be required to assist with providing consecutive interpretation of legal or medical related information. In these cases, interpreter services are legally required to maintain the privacy of the resident, according to privacy laws and the Health Insurance Portability and Accountability Act (HIPAA). Interpreter services may be exposed to Personally Identifiable Information (PII) and Personal Health Information (PHI) in their execution of their duty. For the purposes of this Agreement, ‘communications’ between individuals and the Provider include, but not limited to, any verbal, written, or gestured communication.
- 2.9 **INTERPRETER UTILIZATION METRICS REPORT.** CONSULTANT shall provide to the Language Access Manager an Interpreter Utilization Metrics Report of all City Council public meetings, other department meetings, and remote interpretation services utilized on a monthly basis on the first business day of each month throughout the Term of this Agreement. The Interpreter Utilization Metrics Report shall include (1) the number of persons requiring in-person simultaneous Spanish language interpreter services at each City Council public meeting; (2) the number of interpreters utilized by Consultant per City Council public meeting; and, (3) the number of hours worked by Consultant’s interpreter(s) at each City Council public meeting. CONSULTANT will also provide a copy of all utilization metrics reports provided to departments to the Language Access Office monthly.
- 2.10 CONSULTANT shall deliver high quality interpreter services with attention to detail, cultural sensitivity, and to the satisfaction of the City. CITY shall be under no obligation to pay for any work which is not performed to Satisfactory Completion as determined by Director.
- 2.11 CONSULTANT acknowledges and agrees that it has no exclusive right to provide the services contemplated by this contract to CITY. At any time and without notice to CONSULTANT, CITY may contract with another party to provide said services. The fact that CITY does so, however, does not relieve CONSULTANT of its obligations under this contract.

III. PAYMENT AND BILLING

- 3.1 In consideration of the professional services to be rendered by **CONSULTANT**, **CITY** shall pay a total cost not to exceed \$ 1,477,500.00. **CITY** shall pay the professional fee as provided for in the pricing schedule below upon receipt of detailed invoices of services provided to identified department contact and Accounts Payable as outlined in

section 3.2.

Normal Business Hours are Monday- Friday 8:00 a.m. - 7:00 pm. CT. Outside of normal business hours will include holidays and weekends.

Service Category 1 - In-Person Spanish Simultaneous Interpretation Services			
Language	Type of Service	Cost per hour normal business	Cost per hour Outside normal business
Spanish	In Person Simultaneous Interpretation	\$60.00	\$70.00
	Recording Interpretation	\$60.00	\$70.00
	Total Cost for Category 1	\$120.00	\$140.00

Service Category 2 - In-Person and Scheduled Remote Interpretation Services			
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Language	Type of Service	Cost per hour normal business	Cost per hour Outside normal business
Spanish	In Person Simultaneous Interpretation	\$60.00	\$70.00
	Recording Interpretation	\$60.00	\$70.00
	In Person Consecutive Interpretation	\$60.00	\$70.00
	Remote Scheduled Simultaneous Interpretation	\$60.00	\$70.00
	Remote Scheduled Consecutive Interpretation	\$60.00	\$70.00
Arabic	In Person Simultaneous Interpretation	\$60.00	\$70.00
	Recording Interpretation	\$60.00	\$70.00
	In Person Consecutive Interpretation	\$60.00	\$70.00
	Remote Scheduled Simultaneous Interpretation	\$60.00	\$70.00
	Remote Scheduled Consecutive Interpretation	\$60.00	\$70.00
Vietnamese	In Person Simultaneous Interpretation	\$70.00	\$80.00
	Recording Interpretation	\$70.00	\$80.00
	In Person Consecutive Interpretation	\$70.00	\$80.00
	Remote Scheduled Simultaneous Interpretation	\$70.00	\$80.00
	Remote Scheduled Consecutive Interpretation	\$70.00	\$80.00

Pashto	In Person Simultaneous Interpretation	\$70.00	\$80.00
	Recording Interpretation	\$70.00	\$80.00
	In Person Consecutive Interpretation	\$70.00	\$80.00
	Remote Scheduled Simultaneous Interpretation	\$70.00	\$80.00
	Remote Scheduled Consecutive Interpretation	\$70.00	\$80.00
Korean	In Person Simultaneous Interpretation	\$70.00	\$80.00
	Recording Interpretation	\$70.00	\$80.00
	In Person Consecutive Interpretation	\$70.00	\$80.00
	Remote Scheduled Simultaneous Interpretation	\$70.00	\$80.00
	Remote Scheduled Consecutive Interpretation	\$70.00	\$80.00
Tagalog	In Person Simultaneous Interpretation	\$70.00	\$80.00
	Recording Interpretation	\$70.00	\$80.00
	In Person Consecutive Interpretation	\$70.00	\$80.00
	Remote Scheduled Simultaneous Interpretation	\$70.00	\$80.00
	Remote Scheduled Consecutive Interpretation	\$70.00	\$80.00
Chinese (incl. Mandarin Cantonese)	In Person Simultaneous Interpretation	\$70.00	\$80.00
	Recording Interpretation	\$70.00	\$80.00
	In Person Consecutive Interpretation	\$70.00	\$80.00
	Remote Scheduled Simultaneous Interpretation	\$70.00	\$80.00
	Remote Scheduled Consecutive Interpretation	\$70.00	\$80.00
Gujarati	In Person Simultaneous Interpretation	\$70.00	\$80.00
	Recording Interpretation	\$70.00	\$80.00
	In Person Consecutive Interpretation	\$70.00	\$80.00
	Remote Scheduled Simultaneous Interpretation	\$70.00	\$80.00
	Remote Scheduled Consecutive Interpretation	\$70.00	\$80.00
All Other Languages	In Person Simultaneous Interpretation	\$80.00	\$90.00
	Recording Interpretation	\$80.00	\$90.00
	In Person Consecutive Interpretation	\$80.00	\$90.00
	Remote Scheduled Simultaneous Interpretation	\$80.00	\$90.00
	Remote Scheduled Consecutive Interpretation	\$70.00	\$80.00
	Total Cost for Category 2	\$3,100.00	\$3,550.00

- All appointments will be scheduled with a 2-hour minimum.

- Appointments scheduled for longer will be billed for the total requested time.
- Appointments cancelled with less than 24 hours notice will be billed in an amount not to exceed the 2- hour minimum.
- In case the City is not pleased with the performance of an interpreter, **CONSULTANT** understands that a replacement will be selected within 1 hour and at no additional cost to the City.
- All simultaneous appointments, expected to last over 1-hour, will be assigned two interpreters.
- **CONSULTANT** can provide interpretation equipment if requested.
 - o \$70.00 wireless transmitter. Rent per day per piece.
 - o \$7.00 headset and receiver. Rent per day per piece.
 - o In case of loss or damage of U1a equipment, the client is responsible for the reimbursement at the following rates:
 - o \$500.00 wireless transmitter.
 - o \$60.00 headset and receiver.

Yearly Rate Increase 3% Regular Hours	1st Year	2nd Year	3rd Year	4th Year
	\$60.00	\$61.80	\$63.65	\$65.56
	\$70.00	\$72.10	\$74.25	\$76.49
	\$80.00	\$82.40	\$84.87	\$87.42
Yearly Rate Increase 3% After Hours, Emergency, Holidays	1st Year	2nd Year	3rd Year	4th Year
	\$70.00	\$72.10	\$74.26	\$76.49
	\$80.00	\$82.40	\$84.87	\$87.42
	\$90.00	\$92.70	\$95.48	\$98.35

- 3.2 **CONSULTANT** shall submit its original invoice to the Finance Department, Accounts Payable Division clearly noted for Interpretation Services via email at accounts.payable@sanantonio.gov . **CONSULTANT** shall also supply a duplicate invoice to the identified billing department contact. **CONSULTANT** shall bill the hourly rates in fifteen (15) minute increments rounded down in City's favor. For example, 2 hours and 25 minutes will be paid as 2 hours and 15 minutes.

- 3.3 CITY shall not be obligated or liable under this contract to any party other than CONSULTANT for payment of any monies or provision of any goods or services.
- 3.4 CONSULTANT shall be responsible for all expenses incurred by CONSULTANT in completing the work required by this contract. No additional fees or expenses of CONSULTANT shall be charged by CONSULTANT nor be payable by CITY. The parties hereby agree that all compensable expenses of CONSULTANT have been provided for in section 3.1 above.

IV. LICENSES AND CERTIFICATIONS

- 4.1 CONSULTANT warrants and certifies that CONSULTANT and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.
- 4.2 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 CONSULTANT. Failure to comply with this requirement shall be treated as a default and will result in termination of this contract.

V. CONFIDENTIAL WORK

- 5.1 No reports, information, project evaluation, project designs, data, or any other documentation developed by, given to, prepared by, or assembled by CONSULTANT under this contract shall be disclosed or made available to any individual or organization by CONSULTANT without the express prior written approval of CITY, unless required by law or court order.
- 5.2 CONSULTANT shall establish a method to secure the confidentiality of records and information that CONSULTANT may have access to, in accordance with any applicable federal, state, and local laws and regulations. This provision shall not be construed as limiting the CITY's right of access to records or other information under this CONTRACT.
- 5.3 If CONSULTANT receives inquiries regarding documents within its possession pursuant to this contract, CONSULTANT shall immediately forward such request to CITY for disposition.

VI. OWNERSHIP OF DOCUMENTS

- 6.1 All reports, information, and other data given to, prepared by, or assembled by CONSULTANT pursuant to this contract and any other related documents or items shall become the sole property of CITY. Such reports, information, and other data shall be

delivered at no cost to CITY upon request or upon termination of this contract without restriction on future use. CONSULTANT may make copies of any and all documents for its files, at its sole cost and expense.

VII. TERMINATION

- 7.1 For purposes of this contract, "termination" of this contract shall mean termination by expiration of the contract term as set out in article I or earlier termination pursuant to any of the provisions of this contract.
- 7.2 CITY may terminate this contract in accordance with this article, in whole or in part, at any time, for any reason, upon written notice to CONSULTANT. Said notice shall specify the date of termination.
- 7.3 In no event shall CITY's action of terminating this contract be deemed an election of CITY's remedies, nor shall such termination limit, in any way, at law or at equity, CITY's right to seek damages from or otherwise pursue CONSULTANT for any default hereunder or other action.
- 7.4 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 Should this contract be terminated prior to completion of the work identified in Article II, CONSULTANT shall, within five business days of the effective date of termination, submit to the CITY its claim, in detail, for the monies owed by the CITY for services performed under this contract through the effective date of termination.
- 7.6 Regardless of how this contract is terminated, CONSULTANT shall effect an orderly transfer to CITY or to such person(s) or firm(s) as the CITY may designate, at no additional cost to CITY, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by CONSULTANT as applicable, or provided to CONSULTANT, hereunder, regardless of storage medium, if so requested by CITY, or shall otherwise be retained by CONSULTANT in accordance with Article XXV. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by CITY and shall be completed at CONSULTANT's sole cost and expense. Payment of compensation due or to become due to CONSULTANT is conditioned upon delivery of all such documents, if requested.
- 7.7 Upon the effective date of expiration or termination of this contract, CONSULTANT shall cease all operations of work being performed by CONSULTANT or any of its subcontractors pursuant to this contract.

VIII. NON-WAIVER OF PERFORMANCE

- 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 CONSULTANT covenants and agrees that CONSULTANT is an independent contractor and not an officer, agent, servant, or employee of CITY; that CONSULTANT 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 consultants; that the doctrine of respondent superior shall not apply as between CITY and CONSULTANT, its officers, agents, employees, contractors, subcontractors, and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners, or joint venturers between CITY and CONSULTANT. 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 CONSULTANT under this agreement and that the CONSULTANT 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, CONSULTANT 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 CONSULTANT.

- 10.2 Despite CITY approval of a subcontract, CITY shall, in no event, be obligated to any third party, including any subcontractor of CONSULTANT, 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, CONSULTANT 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 prior written consent of CITY. As a condition of such consent, if such consent is granted, CONSULTANT 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 CONSULTANT 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 CONSULTANT shall thereupon cease and terminate, notwithstanding any other remedy available to CITY under this contract. The violation of this provision by CONSULTANT shall in no event release CONSULTANT from any obligation under the terms of this contract, nor shall it relieve or release CONSULTANT from the payment of any damages to CITY, which CITY sustains as a result of such violation.

XI. CONFLICT OF INTEREST

- 11.1 CONSULTANT 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, CONSULTANT 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. CONSULTANT 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 CONSULTANT COVENANTS AND AGREES TO FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO CONSULTANT'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF CONSULTANT, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF CONSULTANT, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS 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 CONSULTANT 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. CONSULTANT SHALL ADVISE THE CITY IN WRITING WITHIN TWENTY-FOUR HOURS OF ANY CLAIM OR DEMAND AGAINST CITY OR CONSULTANT KNOWN TO CONSULTANT RELATED TO OR ARISING OUT OF CONSULTANT'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONSULTANT'S COST. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE**

WITHOUT RELIEVING CONSULTANT OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

XIII. CHANGES AND AMENDMENTS

- 13.1 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 CONSULTANT.
- 13.2 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.

XIV. ENTIRE AGREEMENT

- 14.1 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 duly executed by the parties. It is agreed that the City's Request for Proposal is an Exhibit to this contract.

XV. SEVERABILITY

- 15.1 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.

XVI. NOTICES

- 16.1 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

City of San Antonio
Diversity, Equity, Inclusion & Accessibility
203 S. St. Mary's St. Suite 120
San Antonio, Texas 78205

CONSULTANT

Worldwide Languages and Communication,
LLC.
243 W. Sunset Rd.
San Antonio, Texas 78209

XVII. LAW APPLICABLE

- 17.1 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.
- 17.2 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.
- 17.3 The Parties expressly agree that in the event of litigation, each party waives its right to attorneys' fees.

XVIII. LEGAL AUTHORITY

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

XIX. PARTIES BOUND

- 19.1 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.

XX. GENDER

- 20.1 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.

XXI. CAPTIONS

- 21.1 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.

XXII. NON-DISCRIMINATION

- 22.1 As a party to this contract, CONSULTANT understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

XXIII. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA)

- 23.1 Non-discrimination. As a condition of entering into this agreement, CONSULTANT represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section IIIC.1 of the SBEDA Ordinance. As part of such compliance, CONSULTANT shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall CONSULTANT retaliate against any person for reporting instances of such discrimination. CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of CONSULTANT from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this nondiscrimination clause in all subcontracts for the performance of this agreement.

XXIV. RECORDS RETENTION

- 24.1 CONSULTANT and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the 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.

- 24.2 CONSULTANT shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as “retention period”) from the date of termination of the 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, CONSULTANT shall retain the records until the resolution of such litigation or other such questions. CONSULTANT 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 CONSULTANT to return the documents to CITY at CONSULTANT’s expense prior to or at the conclusion of the retention period. In such event, CONSULTANT may retain a copy of the documents.
- 24.3 CONSULTANT shall notify CITY, immediately, in the event CONSULTANT receives any requests for information from a third party, which pertain to the documentation and records referenced herein. CONSULTANT understands and agrees that CITY will process and handle all such requests.

XXV. INSURANCE

- 25.1 No later than 30 days before the scheduled event, CONSULTANT must provide a completed Certificate(s) of Insurance to City’s Diversity, Equity, Inclusion and Accessibility Department. The certificate must be:
- clearly labeled with the legal name of the event in the Description of Operations block;
 - completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance);
 - properly endorsed and have the agent’s signature, and phone number,
- 25.2 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 Diversity, Equity, Inclusion & Accessibility Department. No officer or employee, other than City’s Risk Manager, shall have authority to waive this requirement.
- 25.3 If CITY does not receive copies of insurance endorsement, then by executing this agreement, CONSULTANT certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Event.
- 25.4 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.

- 25.5 CONSULTANT shall obtain and maintain in full force and effect for the duration of this agreement, at CONSULTANT'S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the CONSULTANT claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:
- 25.6 CONSULTANT must require, by written contract, that all subcontractors providing goods or services under this agreement obtain the same insurance coverages required of CONSULTANT and provide a certificate of insurance and endorsement that names CONSULTANT and CITY as additional insureds. Respondent shall provide CITY with subcontractor certificates and endorsements before the subcontractor starts work.

<i>INSURANCE TYPE</i>	<i>LIMITS</i>
*1. Workers' Compensation	Statutory
*2. Employers' Liability	\$500,000/\$500,000/\$500,000
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	For Bodily Injury and Property Damage \$500,000 per occurrence; \$1,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
*4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$250,000 per occurrence.
5. Professional Liability (Claims-made Coverage)	\$500,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
*If Applicable	

- 25.7 If a loss results in litigation, then the CITY is entitled, upon request and without expense to the CITY, to receive copies of the policies, declaration page and all endorsements. CONSULTANT must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio
Diversity, Equity, Inclusion & Accessibility
203 S. St. Mary's St. Suite 120
San Antonio, Texas 78205

- 25.8 Consultant's insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
 - Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
 - CONSULTANT shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
 - Provide 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.
- 25.9 Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, CONSULTANT shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend Consultant 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.
- 25.10 In addition to any other remedies CITY may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONSULTANT to stop work and/or withhold any payment(s) which become due to CONSULTANT under this agreement until CONSULTANT demonstrates compliance with requirements.
- 25.11 Nothing contained in this agreement shall be construed as limiting the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT or its subcontractors' performance of the work covered under this agreement.
- 25.12 Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by CITY for liability arising out of operations under this agreement.
- 25.13 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.
- 25.14 CONSULTANT and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

XXVI. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

- 26.1 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.
- 26.2 "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.
- 26.3 "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.
- 26.4 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 the contract for material breach.

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

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. Consultant 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 Consultant's certification. If found to be false, or if Consultant is identified on such list during the course of its contract with City, City may terminate this Agreement for material breach.

EXECUTED and **AGREED** to as of the dates indicated below.

CITY OF SAN ANTONIO

**WORLDWIDE LANGUAGES AND
COMMUNICATION, LLC.**

Andrew Segovia
City Attorney



Javier Roman
CEO

Approved as to Form:

Krista Cover
Assistant City Attorney