

**PROFESSIONAL SERVICES CONTRACT  
WITH  
FREED TEXAS**

This CONTRACT is made and entered into by and between the CITY OF SAN ANTONIO, a Texas municipal corporation (“CITY”), acting by and through its Chief of Police and FREED TEXAS, (“CONTRACTOR”) a Texas 501c3 not-for-profit corporation, by and through its Chief Executive Officer, Leonora L. Walker, both of which may be collectively referred to as the “Parties.”

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 commence on the day it is executed by both parties and shall terminate one year later unless earlier termination shall occur pursuant to any provision hereof.
- 1.2 City shall have the option to renew this Agreement on the same terms and conditions for up to one additional, one-year period. Renewal shall be in writing and signed by the Chief of Police, or designee, without further action by the San Antonio City Council.
- 1.3 If funding for the entire CONTRACT is not appropriated at the time this CONTRACT is entered into, CITY retains the right to terminate this CONTRACT at the expiration of each of City’s budget periods, and any additional contract period beyond the initial term set forth in Section 1.1 is subject to and contingent upon subsequent appropriation.
- 1.4 Funding through this Contract is based on an allocation from the following sources:

- Asset Forfeiture Funds
- General Fund
- (Other Funding Sources)

**II. SCOPE OF SERVICES**

- 2.1 The CONTRACTOR agrees to provide all services in compliance with the Request for Proposals prepared by the City and the Freed Texas Community Crime Prevention Program Grant Submission, both of which are attached hereto and incorporated herein as **Attachment A**. All work performed by CONTRACTOR hereunder shall be performed to the satisfaction of Chief of Police. The determination made by Chief of Police shall be final, binding and conclusive on all Parties hereto. CITY shall be under no obligation to

pay for any work performed by CONTRACTOR, which is not satisfactory to Chief of Police. CITY shall have the right to terminate this CONTRACT, in accordance with Article XIV. Termination, in whole or in part, should CONTRACTOR's work not be satisfactory to Chief of Police; however, CITY shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

2.2 Contractor shall create projects or activities that support the development, evaluation, demonstration, dissemination, and implementation of programs supporting community involvement in law enforcement activities. All projects and activities will center around community safety and wellbeing utilizing and equity informed framework.

2.3 Contractor shall create projects or activities using an evidence-based approaches to improve public safety while reducing crime outside of the traditional law enforcement context. The projects will also apply principles of community policing and procedural justice, and all project solutions use a culturally responsive model that is community-driven and centers on the needs of the supported communities. The projects and activities shall support law enforcement activities and local crime prevention awareness campaigns. The projects will address one or more of the following topics:

1. Implement the principles of community policing.
2. Prevent hate crimes and youth violence.
3. Address problems associated with domestic violence through prevention, intervention, treatment, initiation of demonstration projects (e.g., programs working with children exposed to domestic violence), and holistic programs addressing domestic violence.
4. Provide assistance to victims of crime.
5. Establish initiatives to reduce gun violence.
6. Manage drug abuse prevention, education, and treatment programs.
7. Institute programs that address the elimination of recidivism.

2.4 CONTRACTOR shall provide resources to support cultural responsiveness through community-driven and evidence-based models. Additionally, all activities and projects should prioritize investing in community safety approaches beyond policing, including the following:

1. Support anti-drug/group violence prevention and intervention programs. These programs should be geared towards addressing high-risk elementary, middle, high school students. These programs include, but are not limited to, drug abuse and anti-group violence education demonstrating a track record of success. Programs should be collaborative and involve partnerships with educators, parents, sworn law enforcement officers, community-based organizations, and local businesses.
2. Support specialized programs or purchase of goods, focusing on neighborhood mobilization through discrete activities, active violence disruption, and community

canvassing to target, engage, and involve hard-to-reach populations connected to gun-violence related activities, as well as Neighborhood Watch programs.

3. Provide outreach activities and other engagement strategies to identify individual needs and improve access to community organizations delivering services or goods to victims of domestic violence, to include children. The outreach services may include an active, formal mentorship program with regular meetings.

### **III. COMPENSATION TO CONTRACTOR; FISCAL RESPONSIBILITY**

- 3.1 In consideration of CONTRACTOR's performance in a satisfactory and efficient manner, as determined solely by Chief of Police, of all services and activities set forth in this CONTRACT, CITY agrees to pay CONTRACTOR an amount not to exceed \$99,000.00 as total compensation, to be paid to CONTRACTOR as provided in this section. All correspondence by CONTRACTOR to the City in regard to compensation under this section shall be made to the attention of the San Antonio Police Department Contract Administration Office, Contract Manager, Jennifer Ramirez.
- 3.2 CONTRACTOR shall submit to the City a written request for advance payment for insurance for the term of this agreement, providing a copy of the insurance quote from a licensed agent or broker. No services may be performed under this agreement until proof of insurance coverage is provided to the City, as required by section 10.1.
- 3.3 CONTRACTOR may request advancement of funds in the form prescribed by the City, including a detailed statement of the services to be provided in accordance with section 3.1, 30 days prior to providing such services as may be authorized by the City following receipt of this statement.
- 3.4 Within 30 days of the conclusion of any services provided under section 4.3, CONTRACTOR shall provide to the City a statement as to the actual expenditure of funds advanced for those services on a form proscribed by the City. If the actual expenditure was less than the amount of funds advanced, such amount shall be subtracted from the next payment, whether for services already rendered or for the advancement of additional funds under section 4.3. If CONTRACTOR at the termination of this agreement has any money advanced under section 4.3 that have not properly accounted for under this section, such funds shall be returned to the City.
- 3.5 No additional fees or expenses of CONTRACTOR shall be charged by CONTRACTOR nor be payable by City. The parties hereby agree that all compensable expenses of CONTRACTOR have been provided for in the total payment to CONTRACTOR as specified in section 4.1 above. Total payments to CONTRACTOR cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the San Antonio City Council by passage of an ordinance therefor.

- 3.6 Final acceptance of work products and services require written approval by City. The approving official shall be Director. Payment will be made to CONTRACTOR following written approval of the final work products and services by Director. City shall not be obligated or liable under this Agreement to any party, other than CONTRACTOR, for the payment of any monies or the provision of any goods or services.
- 3.7 CITY shall not be obligated or liable under the CONTRACT to any party, other than CONTRACTOR, including any subcontractors, for payment of any monies for provision of any goods or services.
- 3.8 CONTRACTOR shall comply with the following fiscal responsibilities:
- a. CONTRACTOR is prohibited from using the grant funding for the following:
    - 1. Awards to individuals.
    - 2. Organizations or projects which discriminate based upon race, ethnicity, age, gender or sexual orientation.
    - 3. Political campaigns or direct lobby efforts.
    - 4. Post-events or after-the-fact situations.
    - 5. Fundraising events such as golf tournaments, walk-a-thons or fashion shows.
    - 6. Salaries, benefits or overtime.
  - b. CONTRACTOR shall utilize grant funding for the following as outlined in Attachment A, Part three of CONTRACTOR'S response to the RFP, including:
    - 1. Provide educational anti-drug/group violence prevention and mentoring programs for high-risk individuals formerly incarcerated in jail or prison using an approach that considers whether systemic racism plays a role in creating racial disparities experienced by high-risk students.
    - 2. Provide crime prevention and reduction using a culturally responsive approach that centers the needs of Black/African American and Latinx individuals formerly incarcerated in jail or prison.
    - 3. Provide evidenced-based capacity-building and trauma informed training with police and community members to improve police and minority community relations and to build individuals' and groups' capacity to understand multiculturalism.
    - 4. Provide additional training on workforce development and financial literacy for the formerly incarcerated and chronically unemployed.
- 3.9 CONTRACTOR shall maintain a financial management and accounting records system that provides the following:
- a. A budget itemizing the usage of funds;
  - b. Source documentation (i.e. timesheets, subcontractor agreements, purchases, and other documentation as required by CITY);

- c. Identification of the source and application of funds for City-sponsored activities. The records shall contain information pertaining to CITY awards, authorizations, obligations, un-obligated balances, assets, equity, outlays, and income;
- d. Effective control over and accountability for all funds, property, and other assets. CONTRACTOR shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
- e. Identification of separate funds by funding source and project;
- f. Whenever appropriate or required by the CITY, financial information should be related to performance and unit cost data;
- g. Procedures to minimize the time elapsing between the transfer of funds from the CITY and the disbursement of said funds by the CONTRACTOR;
- h. Procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, and the terms of the award, grant, or contract, with the CITY; and
  - 1. An accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.

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

- 4.1 CONTRACTOR understands and agrees that CONTRACTOR is an independent contractor, and not an officer, agent, servant or employee of CITY, and that CONTRACTOR is responsible for the acts or omissions of its officers, agents, employees, contractors, subcontractors and CONTRACTORS, and that the CITY shall in no way be responsible therefor. Nothing contained herein shall be deemed or construed by the Parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the Parties hereto. CONTRACTOR understands and agrees that the CITY shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the CONTRACTOR under this CONTRACT and that the CONTRACTOR has no authority to bind the CITY.

#### **V. CONFIDENTIALITY**

- 5.1 No reports, information, designs, data nor any other documentation developed by, given to, prepared by, or assembled by CONTRACTOR under this CONTRACT shall be disclosed or made available to any individual or organization by CONTRACTOR without the express prior written approval of CITY. In the event CONTRACTOR receives a request to disclose or produce documents, CONTRACTOR shall inform the CITY immediately for the purpose of receiving direction regarding the manner of processing.

- 5.2 CONTRACTOR shall comply with laws, regulations and rules pertaining to confidentiality and shall establish a method to secure the confidentiality of documents and information that CONTRACTOR may have access to, in accordance with the applicable federal, state, and local laws, rules and regulations. This provision shall not be construed as limiting CITY's right of access to records or other information under this CONTRACT.

## **VI. OWNERSHIP OF DOCUMENTS**

- 6.1 Any and all writings, documents or information ("documents") produced by CONTRACTOR or within CONTRACTOR's custody pursuant to the provisions of this CONTRACT are the exclusive property of CITY; and no such documents shall be the subject of any copyright or proprietary claim by CONTRACTOR.
- 6.2 CONTRACTOR understands and acknowledges that as the exclusive owner of any and all such documents, CITY has the right to use all such documents as CITY desires, without restriction or further compensation to CONTRACTOR. CONTRACTOR shall deliver, at CONTRACTOR's sole cost and expense, all CONTRACT related documents and reports to the CITY in accordance with the dates established under this CONTRACT, and in a timely and expeditious manner, and if a delivery date is not specified, then upon termination of the CONTRACT.
- 6.3 CONTRACTOR shall notify CITY immediately of any requests for information from a third party which pertain to documents obtained and/or generated pursuant to this CONTRACT. CONTRACTOR understands and agrees that CITY will process and handle all such requests.

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

- 7.1 CONTRACTOR and its subcontractors, if any, shall properly, accurately and completely maintain all 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 CONTRACT period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by CITY and any of its authorized representatives.
- 7.2 CONTRACTOR shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the CONTRACT. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, CONTRACTOR shall retain the records until the resolution of such litigation or other such questions. CONTRACTOR 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 CONTRACTOR to return the documents to CITY at CONTRACTOR's expense prior to or at the conclusion of the retention period. In such event, CONTRACTOR may retain a copy of the documents.

## VIII. LICENSES AND CERTIFICATIONS

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

## IX. COMPLIANCE

- 9.1 CONTRACTOR shall provide and perform all services under this CONTRACT in compliance with all applicable federal, state, local laws, rules and regulations. Failure to comply with applicable laws and regulations could subject the CONTRACTOR to suspension of payments, termination of CONTRACT, and debarment and suspension actions. In the event that any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of this CONTRACT or its governing rules, regulations, laws, codes or ordinances, CITY, as the party ultimately responsible for all matters of compliance with City of San Antonio and applicable grant rules and regulations, shall have the final authority to render or secure an interpretation.
- 9.2 The CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.
- 9.3 As a party to this CONTRACT, 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. Also, CONTRACTOR certifies that it will comply fully with the following nondiscrimination and equal opportunity provisions:
- a. Titles VI and VII of the Civil Rights Act of 1964, as amended;
  - b. Section 504 of the Rehabilitation Act of 1973, as amended;
  - c. The Age Discrimination Act of 1975, as amended;
  - d. Title IX of the Education Amendments of 1972, as amended; and
  - e. All applicable regulations implementing the foregoing laws.

## X. CONFLICT OF INTEREST

- 10.1 The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the City's Ethics Code, from having a financial interest in any contract with City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: (i) a City officer or employee; (ii) his parent, child, sibling, spouse or other family member within the first degree of consanguinity or affinity; (iii) an entity in which the officer or employee, or his parent, child or spouse owns (a) 10% or more of the voting stock or shares

of the entity, or (b\ 10% or more of the fair market value of the entity; or (iv) an entity in which any individual or entity listed above is a subcontractor on a City contract, a partner or a parent or subsidiary entity.

- 10.2 CONTRACTOR warrants and certifies, and this CONTRACT is made in reliance thereon, that (i) by contracting with the City, CONTRACTOR does not cause a City employee or officer to have a prohibited financial interest in the CONTRACT; and that (ii) it, its officers, employees and agents performing on this CONTRACT are neither a City officer nor an employee as defined by Section 2-52 (e) of the City's Ethics Code. CONTRACTOR further warrants and certifies that it has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.
- 10.3 CONTRACTOR acknowledges that City's reliance on the above warranties and certifications is reasonable.

## XI. INSURANCE

- 11.1 Prior to the commencement of any work under this CONTRACT, CONTRACTOR shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the San Antonio Police Department, which shall be clearly labeled "Professional Services-Community Crime Prevention Program" 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 Memorandum of Insurance or Binders 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 CONTRACT until such certificate and endorsements have been received and approved by the San Antonio Police Department. The CITY's Risk Manager, shall have authority to waive this requirement.
- 11.2 The CITY reserves the right to review the insurance requirements of this Article during the effective period of this CONTRACT 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 CONTRACT. In no instance will CITY allow modification whereupon CITY may incur increased risk.
- 11.3 A CONTRACTOR's financial integrity is of interest to the CITY; therefore, subject to CONTRACTOR's right to maintain reasonable deductibles in such amounts as are approved by the CITY, CONTRACTOR shall obtain and maintain in full force and effect for the duration of this CONTRACT, and any extension hereof, at CONTRACTOR's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, 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:



TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. General Liability Insurance to include coverage for the following: a. Premises operations b. Products/completed operations c. Personal/Advertising Injury	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence.
5. Professional Liability (Claims-made coverage)	\$1,000,000 per claim by reason of any act, malpractice, error or omission in professional services. Coverage to be maintained and in effect for no less than two years subsequent to the completion of the professional service.

11.4 CONTRACTOR also agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverages required of CONTRACTOR herein, and provide a certificate of insurance and endorsement that names CONTRACTOR and CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of CONTRACTOR. CONTRACTOR shall provide 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 contract for all purposes.

11.5 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. CONTRACTOR shall be required to comply with any such requests and shall submit requested documents to CITY at the address provided below within 10 days. CONTRACTOR shall pay any costs incurred resulting from provision of said documents.

City of San Antonio  
San Antonio Police Department  
Attn: Contract Administration  
315 S. Santa Rosa, San Antonio, Texas 78207

11.6 CONTRACTOR 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, auto liability and general 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) days advance notice for nonpayment of premium.

11.7 Within five (5) days of a suspension, cancellation 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's performance should there be a lapse in coverage at any time during this CONTRACT. Failure to provide and to maintain the required insurance shall constitute a material breach of this CONTRACT.

11.8 In addition to any other remedies the CITY may have upon CONTRACTOR'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 CONTRACTOR to stop work hereunder, and/or withhold any payment(s) which become due to CONTRACTOR hereunder until CONTRACTOR demonstrates compliance with the requirements hereof.

11.9 Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's or its subcontractors' performance of the work covered under this CONTRACT.

11.10 It is agreed that CONTRACTOR'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 CONTRACT.

11.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this CONTRACT and that no claim or action by or on behalf of the CITY shall be limited to insurance coverage provided.

11.12 CONTRACTOR and any subcontractors are responsible for all damage to their own equipment and/or property.

## **XII. INDEMNITY**

12.1 **CONTRACTOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, Chief of Polices, 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 CONTRACT including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, CONTRACTOR or subcontractor of CONTRACTOR, and their respective officers, agents, employees, director and representatives while in the exercise of the rights or performance of the duties under this CONTRACT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. 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 THE 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 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. The 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.
- 12.3 Defense Counsel - City shall have the right to approve defense counsel to be retained by CONTRACTOR from a list of panel counsel, where available, as required under CONTRACTOR's applicable insurance policy, in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. CONTRACTOR shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If CONTRACTOR fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and CONTRACTOR 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.
- 12.4 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of CONTRACTOR, 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

CONTRACTOR or any subcontractor under worker's compensation or other employee benefit acts.

### **XIII. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA)**

- 13.1 Non-discrimination. As a condition of entering into this agreement, CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR retaliate against any person for reporting instances of such discrimination. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR shall include this nondiscrimination clause in all subcontracts for the performance of this agreement.

### **XIV. TERMINATION**

- 14.1 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.
- 14.2 **TERMINATION BY NOTICE:** The CONTRACT may be terminated by either party upon written notice, provided such notice specifies an effective date of termination, which shall be not less than thirty (30) days from the date such notice is sent. If the notice does not specify a date of termination, the effective date of termination shall be thirty-five (35) days after the date the notice is sent. 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 at the effective date of termination.
- 14.3 **TERMINATION FOR CAUSE:** Should either party default in the performance of any of the terms or conditions of this CONTRACT, the non-defaulting party shall deliver to the defaulting party written notice thereof specifying the matters of default. The defaulting party shall have ten (10) 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, the non-defaulting party may elect to terminate this CONTRACT, in whole or in part, upon written notice, as of the date provided in the notice.

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

## **XV. AMENDMENT**

- 15.1 Except where the terms of this CONTRACT expressly provide otherwise, any amendment to this CONTRACT shall not be binding on the Parties unless such amendment be in writing, executed by both CITY and CONTRACTOR and dated subsequent to the date hereof.
- 15.2 It is understood and agreed by 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.

## **XVI. NOTICE**

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

### **CITY**

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

### **CONTRACTOR**

Freed Texas  
Attn: Chief Executive Officer  
4551 Dietrich Road, # 202  
San Antonio, TX 78219

## **XVII. LEGAL AUTHORITY**

- 17.1 The person signing on behalf of CONTRACTOR represents and warrants and certifies that he has full legal authority to execute this CONTRACT on behalf of CONTRACTOR and has authority to bind CONTRACTOR to all the terms, conditions, provisions and obligations contained herein.

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

- 18.1 Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a value of \$100,000 or more with a company for goods or services, unless the contract contains a written verification from the company that it:
- (1) does not boycott Israel; and
  - (2) will not boycott Israel during the term of the contract.
- 18.2 "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.

- 18.3 "Company", for the purposes of this Article, means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations with 10 or more full time employees that exists to make a profit. "Company" does not include a sole proprietorship.
- 18.4 By submitting an offer to or executing contract documents with the City of San Antonio, CONTRACTOR hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the CONTRACT. CITY hereby relies on CONTRACTOR's verification. If found to be false, CITY may terminate this CONTRACT for material breach.

#### **XIX. SUBCONTRACTING AND ASSIGNING INTEREST**

- 19.1 CONTRACTOR shall perform all necessary work or shall supply qualified personnel as maybe necessary to complete the work to be performed under this CONTRACT. CONTRACTOR shall obtain prior written approval from CITY before assigning or subcontracting any responsibilities under this CONTRACT. The violation of this provision by CONTRACTOR shall not 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.
- 19.2 Any services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the 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. CITY shall in no event be obligated to any third party, including any subcontractor of CONTRACTOR, for performance of services or payment of fees.

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

- 20.1 This CONTRACT shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors and their assigns, however, CONTRACTOR may not assign this CONTRACT without prior written consent of CITY in accordance with Article XIX, Subcontracting and Assigning Interest.

#### **XXI. NON-WAIVER**

- 21.1 Unless otherwise specifically provided for in this CONTRACT, a waiver by either party of a breach of any of the terms, conditions, covenants or guarantees of this CONTRACT shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. In fact, no waiver,

change, modification or discharge by either party hereto of any provision of this CONTRACT shall be deemed to have been made or shall be effective unless expressed in writing and signed by 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.

## **XXII. VENUE AND GOVERNING LAW**

- 22.1 ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS. THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY LEGAL ACTION, CLAIM OR DISPUTE ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THIS CONTRACT SHALL BE IN BEXAR COUNTY, TEXAS.**
- 22.2 The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

## **XXIII. SEVERABILITY**

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

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

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

## **XXV. INCORPORATION OF EXHIBITS**

- 25.1 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, with this document taking priority over all exhibits:



Exhibit A – City’s Request for Proposals  
Exhibit B- CONTRACTOR’s Proposed Program Plan

**XXVI. ENTIRE AGREEMENT**

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

**EXECUTED** as of the date of the last party to sign below, the \_\_\_\_day of \_\_\_\_\_, 2022.

**CITY**


**CITY OF SAN ANTONIO, TEXAS**

\_\_\_\_\_  
WILLIAM MCMANUS  
Chief of Police  
San Antonio Police Department

\_\_\_\_\_  
Date

**CONTRACTOR**

**FREED TEXAS**  
**A Texas 501c3 not-for-profit corporation**

  
\_\_\_\_\_  
LEONORA L. WALKER  
Chief Executive Officer  
FREED TEXAS

8/10/22  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

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

**ATTACHMENTS**

Attachment A – Request for Proposals  
Attachment B – Contractor’s Proposed Program Plan

Contract # \_\_\_\_\_

**Attachment A**  
**Request for Proposals**

Contract # \_\_\_\_\_

**Attachment B**

**Contractor's Proposed Program Plan**