

# PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS §

§

COUNTY OF BEXAR §

This CONTRACT is made and entered into by and between the **CITY OF SAN ANTONIO** (hereinafter referred to as “**CITY**”), a Texas municipal corporation, and **COOPERATIVE PERSONNEL SERVICES, DBA CPS HR CONSULTING** having its principal place of business at 2450 Del Paso Rd., Suite 220, Sacramento, California, 95834 (hereinafter referred to as “**CONSULTANT**”).

## I. PURPOSE

1.1 The purpose of this CONTRACT is to state the terms and conditions under which the **CONSULTANT** shall provide the **CITY** employee engagement survey services.

## II. TERM OF CONTRACT

2.1 The CONTRACT term is for a three year period beginning January 1, 2023 and terminate December 31, 2025. There will be two additional one year renewal options at **CITY**'s request.

## III. SCOPE OF SERVICES

3.1 The **CONSULTANT** shall perform all the services as set forth in the **CONSULTANT'S** Proposal attached hereto as Exhibit “A” and incorporated by reference herein. The **CONSULTANT** understands and agrees that Exhibit A is a part of this CONTRACT, as though fully set out herein, and that all obligations, conditions, tasks, products, and representations set forth in said documents are required to be fulfilled by the **CONSULTANT** as completely and fully as are the obligations, conditions, tasks, products and representations imposed by this CONTRACT.

3.2 The terms of this CONTRACT shall control where there is any conflict between the terms of the **CONSULTANT'S** Proposal and the terms of this CONTRACT.

3.3 The **CONSULTANT** shall work with the **CITY**'s Human Resources Director, or her designee/s, and with appropriate **CITY** officials to perform any and all related tasks required by the **CITY** in order to fulfill the purposes of this CONTRACT. The **CONSULTANT** agrees that Jeff Hoye will be **CONSULTANT'S** point of contact for the services to be performed under this CONTRACT. The **CITY** is an Equal Opportunity Employer and does not discriminate. **CONSULTANT** shall conduct all activities in accordance with this and all other applicable federal, state and local requirements.

3.4 **CONSULTANT** shall provide the following services:

**A. Finalize and Plan Engagement Survey**

- 3.4.1 Provide recommended survey questions;
- 3.4.2 Work collaboratively with **CITY** on questions to include;
- 3.4.3 Create passwords linked to personalized paper invitations for approximately 4,200 employees;
- 3.4.4 Work with **CITY** to develop up to four open-ended narrative questions to include in the survey;
- 3.4.5 Provide communication guide and template;
- 3.4.6 Provide instructions for IT to “allow-list” **CONSULTANT’S** email invitations to ensure emails are not diverted due to SPAM filters or network firewalls;
- 3.4.7 Program the survey;
- 3.4.8 Translate the survey into Spanish.

**B. Administer Employee Engagement Survey**

- 3.4.9 Program and test the survey in Alchemer;
- 3.4.10 Send an email invitation with the survey link to all 8,375 employees, and also provide a file with paper invitations for about 4,200 employees without City email addresses. Employees will be able to access the survey through desktop computers, mobile devices and smartphones;
- 3.4.11 **CONSULTANT** will communicate in the email that survey responses are confidential;
- 3.4.12 Provide an email address for employees to contact **CONSULTANT** with technical problems;
- 3.4.13 Monitor and report on response rates during the survey period to include two detailed response rate reports, and answer employee technical questions via email;
- 3.4.14 Send reminder emails to employees who have not yet responded during the survey period;
- 3.4.15 Provide a Word file with paper password invitations for employees who may not have or use work email addresses;

**C. Analyze and Share Results and Provide Recommendations**

- 3.4.16 Provide access to web-based reporting tool;
- 3.4.17 Produce a PowerPoint City-wide overview report;
- 3.4.18 Conduct one key driver analysis to determine which survey factors and questions have the largest impact on the City-wide employee engagement score, and up to 18 departments with 100 or more responses;
- 3.4.19 Recommend specific action to improve employee engagement;
- 3.4.20 Provide customized recommendation reports for departments;
- 3.4.21 Deliver a virtual presentation on the results;

**D. Present Results and Take Action**

- 3.4.22 Present the **CITY’S** overall results in a remote meeting;
- 3.4.23 Will recommend actions to improve employee engagement based on survey response analysis;

3.4.24 Offer the opportunity for department leaders to schedule individual meetings with **CONSULTANT** through Microsoft Bookings which allows department leaders access to Consultant's calendars to self-schedule meetings;

3.4.25 Provide up to 40 online one hour each meetings;

3.4.26 Provide a customized action planning recommendations report for each department based on individualized conversations and department leader focus;

E. **Follow-up Support**

3.4.27 Host a one-hour remote meeting with City's main contact and team to discuss the department leader individualized meetings, and any lessons learned from the process.

3.5 **CONSULTANT** shall perform its services in accordance with the ordinary, reasonable standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the San Antonio, Texas area, under similar circumstances. This includes the knowledge and experience ordinarily required of a member of that profession, and includes performing the skills necessary to adequately cope with problems that arise in performing its services which skills are not possessed by ordinary laymen.

**IV. SUBCONTRACTING**

4.1 Any work or 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 **CONSULTANT**. **CITY** shall in no event be obligated to any third party, including any subcontractor of **CONSULTANT**, for performance of services or payment of fees. Any references in this Contract to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the **CITY**.

4.2 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 any other means, without the consent of the **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 **CONSULTANT**, assignee, transferee or subcontractor.

4.3.1 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 of all or any part 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, in accordance with Article XII. Termination, 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.

**V. PAYMENT FOR SERVICES**

5.1 In consideration of the professional services to be rendered by **CONSULTANT**, the **CITY** shall pay a professional fee not to exceed \$178,490.00. This fee shall constitute full and complete payment for all services to be performed by **CONSULTANT** under this CONTRACT. This fee shall be payable as outlined below and upon receipt of invoice:

Survey Cost	Price
<b>Price for Survey (Year 1 – 2023)</b>	\$57,750
<b>Year 2 - 2024</b>	No Survey
<b>Price for Survey (Year 3 - 2025)</b>	\$59,480
<b>Renewal Period (2 years)</b>	
<b>Year 4 - 2026</b>	No Survey
<b>Price for Survey (Year 5) - 2027</b>	\$61,260
<b>Total Cost for all years</b>	<b>\$178,490</b>

5.2 The **CITY** shall not be obligated or liable under this CONTRACT to any party, other than the **CONSULTANT** for payment of any monies or provision for any goods or services.

**VI. CONFIDENTIAL WORK**

6.1 To the extent permitted by the California Public Records Act (GOVT. CODE §§ 6250 – 6276.48), No reports, information, project evaluation, project designs, data or any other documentation developed by, given to, prepared by, or assembled by the **CONSULTANT** under this CONTRACT shall be disclosed or made available to any individual or organization by the **CONSULTANT** without the express prior written approval of the **CITY**.

6.2 The **CONSULTANT** shall establish a method to secure the confidentiality of records and information that the **CONSULTANT** may have access to, in accordance with the applicable federal, state, and local laws and regulations. This provision shall not be

construed as limiting the **CITY'S** or its authorized representatives' right of access to records or other information under this **CONTRACT**.

- 6.3 If the **CONSULTANT** receives inquiries regarding documents within their possession pursuant to this **CONTRACT**, the **CONSULTANT** shall immediately forward such request to the **CITY** for disposition.

## **VII. OWNERSHIP OF DOCUMENTS**

- 7.1 7.1 All reports, information and other data given to, prepared or assembled by the **CONSULTANT** under this **CONTRACT**, and any other related documents or items shall become the sole property of the **CITY**. Such reports, information and other data shall be delivered at no cost to the **CITY** upon request or termination of this **CONTRACT** without restriction on future use. The **CONSULTANT** may make copies of any and all documents for its files, at its sole cost and expense. **CONSULTANT** retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date including, but not limited to, all methods, concepts, designs, reports, programs, and templates.
- 7.2 The **CONSULTANT** shall retain all records owned by or to which the **CITY** has access to, for the retention periods set forth in the Texas Local Government Records Act.

## **VIII. NON-WAIVER**

- 8.1 Unless otherwise specifically provided for in this Contract, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Contract shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Contract, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Contract shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

## **IX. INSURANCE REQUIREMENTS**

- 9.1 Prior to the commencement of any work under this Agreement, **CONSULTANT** shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the City's Human Resources Department, which shall be clearly labeled "HR Employee Engagement Survey Contract" 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 CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the CITY'S Human Resources Department. No officer or employee, other than the CITY'S Risk Manager, shall have authority to waive this requirement.

- 9.2 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 whereupon CITY may incur increased risk.
- 9.3 **CONSULTANT'S** financial integrity is of interest to the CITY; therefore, subject to **CONSULTANT'S** right to maintain reasonable deductibles in such amounts as are approved by the CITY, **CONSULTANT** shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, 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:

A) Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Risk Management Department, which shall be clearly labeled "HR Employee Engagement Survey Contract" 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 City's Risk Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) 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.

C) 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 Agreement, and any extension hereof, at Contractor'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:

<u>TYPE</u>	<u>AMOUNTS</u>
1. Workers' Compensation 2. Employers' Liability	Statutory \$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	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 basis)  To be maintained and in effect for no less than two years subsequent to the completion of the professional service.	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
6. *Cyber Liability	\$1,000,000 per claim \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability coverage.
*If applicable	

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

E) 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  
Attn: Risk Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

F) 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, 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.

G) Within five (5) calendar 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 Agreement.

H) 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.

I) 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 Agreement.



J) 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 Agreement.

K) 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..

L) Contractor and any Subcontractors are responsible for all damage to their own equipment and/or property.

## **X. INDEMNITY**

- 10.1 **CONSULTANT covenants and agrees to FULLY INDEMNIFY 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 CONTRACT, 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 performance of the rights or duties under this CONTRACT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY arising out of or related to its activities under this CONTRACT, 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 THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**
- 10.2 **The provisions of this INDEMNIFICATION 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.**
- 10.3 **CONSULTANT shall advise the CITY in writing within 10 days of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT'S activities under this contract.**

## **XI. INDEPENDENT CONTRACTOR**

- 11.1 **CONSULTANT** covenants and agrees that he or she 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 ventures 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 Contract and that the **CONSULTANT** has no authority to bind the **CITY**.

## **XII. TERMINATION**

- 12.1 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.
- 12.2 **TERMINATION BY NOTICE:** This CONTRACT may be canceled by either party upon written notice, provided such notice specifies an effective date of termination, which shall be not less than 30 calendar days nor more than 90 calendar days after the date of receipt of the notice by the other party. If the notice does not specify a date of termination, the effective date of termination shall be 30 calendar days after receipt of the notice by the other party.
- 12.3 **TERMINATION BY LAW:** If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein or if any law is interpreted to prohibit such performance, this CONTRACT shall automatically terminate as of the effective date of such prohibition.
- 12.4 **EFFECT OF TERMINATION:** The period between notice of termination and the effective date of termination shall be used to affect an orderly transfer of records and funds, if any, from the **CONSULTANT** to the **CITY** or to any person or entity that the **CITY** may designate. Any records transfer shall be completed within fifteen (15) calendar days of the termination date. Any such transfer of records or funds shall be completed at the **CONSULTANT’S** sole cost and expense.
- 12.5 Within thirty (30) calendar days of the effective date of termination (unless an extension is authorized in writing by the **CITY**), the **CONSULTANT** 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.

### **XIII. CONFLICT OF INTEREST**

- 13.1 **CONSULTANT** acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a **CITY** officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with the **CITY** or any **CITY** agency such as City-owned utilities. An officer or employee has a “prohibited financial interest” in a contract with the **CITY** or in the sale to the **CITY** of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a **CITY** officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) 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.
- 13.2 **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 the **CITY**. **CONSULTANT** further warrants and certifies that it has tendered to the **CITY** a Discretionary Contracts Disclosure Statement in compliance with the City’s Ethics Code.
- 13.3 If at any time it shall be found that the person, firm or corporation to whom a **CONTRACT** has been awarded has, in presenting any proposal, colluded with any other party or parties, then the contract so awarded shall be voidable at **CITY’S** option, and **CONSULTANT** shall be liable to **CITY** for all loss or damage that **CITY** may suffer thereby.

### **XIV. NOTICE**

- 14.1 Any notice required or permitted to be given under this **CONTRACT** shall be sufficient if given in writing and sent by Certified Mail, return receipt requested, postage prepaid to the **CITY** or to the **CONSULTANT** at the addresses set forth below or to any other address of which written notice of change is given:

#### **CITY**

**City of San Antonio  
Human Resources Department  
100 West Houston Street  
San Antonio, Texas 78205**

#### **CONSULTANT**

**Cooperative Personnel Services  
2450 Del Pasa Rd., Suite 220  
Sacramento, California, 95834**

**XV. CAPTIONS**

- 15.1 The captions to the various clauses of this CONTRACT are for convenience or reference purposes only and shall in no way limit, enlarge or alter the substance of the terms and conditions of this CONTRACT.

**XVI. SUCCESSORS AND ASSIGNS**

- 16.1 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, except as otherwise expressly provided for herein.

**XVII. VENUE AND GOVERNING LAW**

- 17.1 **THIS CONTRACT 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 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Contract shall be heard and determined in the City of San Antonio, Bexar County, Texas.

**XVIII. ENTIRE AGREEMENT**

- 18.1 This CONTRACT, including Exhibit A and the City's RFP, embodies the final and entire agreement of the parties hereto, superseding all verbal or written agreements, previous and/or contemporaneous agreements between the parties and relating to matters in this CONTRACT. No other agreements, verbal or otherwise, regarding the matters 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 executed by the parties hereto.

**XIX. LEGAL AUTHORITY**

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

**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 and construed to include plural, unless the context otherwise requires.

**XXI. NON-DISCRIMINATION**

- 21.1 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.

**XXII. SEVERABILITY**

- 22.1 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 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.

**XXIII. ACKNOWLEDGEMENT**

- 23.1 Each of the parties acknowledges that it has read this CONTRACT, understands its contents and executes this CONTRACT voluntarily.

**EXECUTED** by the **CITY** and by the **CONSULTANT**, acting through their duly authorized officials, as of the dates indicated below.

**CITY OF SAN ANTONIO, TEXAS**

**COOPERATIVE PERSONNEL  
SERVICES**

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Ben Gorzell  
Chief Financial Officer



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Sandy MacDonald-Hopp  
Chief Financial Officer

Approved as to form:

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Krista Cover  
Assistant City Attorney