

AN ORDINANCE 2011-02-03-0088

AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH THE LUDWIG GROUP, LLC IN THE AMOUNT OF \$69,900.00 TO RESEARCH AND EVALUATE THE BEST PRACTICES IN EMS TRAINING SYSTEMS AND MEDICAL OVERSIGHT SYSTEMS.

WHEREAS, the San Antonio Fire Department (SAFD) wishes to engage the services of The Ludwig Group, LLC to research and evaluate the best practices in EMS training systems and medical oversight systems and evaluate the current EMS training and medical oversight systems used by the SAFD; and

WHEREAS, The Ludwig Group, LLC is willing to provide said service for a fee of \$69,900.00;
NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager and her designated representative are hereby authorized to execute a contract with The Ludwig Group, LLC in the amount of \$69,900.00 to research and evaluate the best practices in EMS training systems and medical oversight systems and evaluate the current EMS training and medical oversight systems used by the SAFD. The contract shall contain substantially the same terms and conditions as those set out in the contract attached hereto as **Exhibit I**.

SECTION 2. Funding in the amount of \$69,900.00 for this ordinance is available in fund 11001000, cost center 2005030001, general ledger 5201040, as part of the FY2011 budget. Payment not to exceed the budgeted amount is authorized to The Ludwig Group, LLC and should be encumbered with a purchase order.

SECTION 3. The financial allocations in this ordinance are subject to approval by the Chief Financial Officer (CFO), City of San Antonio. The CFO may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific cost centers, WBS elements, internal orders, general ledger accounts, and fund numbers, as necessary to carry out the purpose of this ordinance.

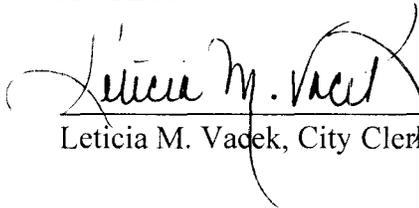
SECTION 4. This ordinance shall take effect immediately upon passage, provided that it is passed by eight or more affirmative votes; otherwise, this ordinance shall take effect ten days from the date of passage.

PASSED AND APPROVED this 3rd day of February, 2011.



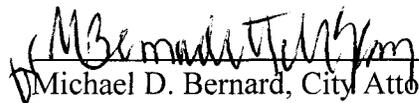
M A Y O R
JULIÁN CASTRO

ATTEST:



Leticia M. Vadek, City Clerk

APPROVED AS TO FORM:



Michael D. Bernard, City Attorney



Request for
**COUNCIL
 ACTION**

City of San Antonio



Agenda Voting Results - 16

Name:	16						
Date:	02/03/2011						
Time:	10:49:55 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a professional services agreement with The Ludwig Group, LLC in the amount of \$69,900.00 to research and evaluate the best practices in EMS training systems and medical oversight. [Erik Walsh, Assistant City Manager; Charles N. Hood, Fire Chief]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x			x	
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

Exhibit I

CONTRACT BETWEEN CITY OF SAN ANTONIO AND THE LUDWIG GROUP, LLC

This contract is made and entered into by and between the City of San Antonio (CITY) and The Ludwig Group, LLC (CONSULTANT) to research and evaluate emergency medical system training systems and medical direction systems.

I. TERM

- 1.1 This contract shall commence upon the execution of this contract and shall terminate December 31, 2011, unless terminated earlier pursuant to the provisions hereof.
- 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

- 2.1 CONSULTANT agrees to conduct a study of the best practices in emergency medical services (EMS) training systems and medical direction systems, including those of the San Antonio Fire Department (SAFD). CONSULTANT shall prepare a written evaluation of said practices and recommend the best options for said training and medical direction. Said recommendations shall address all of the needs of the SAFD and be consistent with local, state, and federal law.
- 2.2 In conducting said study, CONSULTANT shall do the following:
 - a. compile a comprehensive panel of experts with varying backgrounds and experience to assist in gathering information and making recommendations;
 - b. research, consider, and include in the written report EMS education trends with respect to both EMT-basic and EMT-paramedic education;
 - c. research, consider, and include in the written report background information regarding EMS education agenda for the future, the National EMS core content, the National EMS Scope of Practice model, the National EMS education standards, the National EMS education program accreditation, and the National EMS certification;

- d. evaluate the current pattern of education provided to SAFD members and compare it with other known EMS training institutions within Texas and nation;
 - e. research and evaluate the following EMS education system types: (1) entirely in-house (with self-accreditation in accordance with Texas Department of State Health Services requirements); (2) hybrid (i.e., SAFD provides all or portions of training and is linked to an accredited institution); and (3) entirely outsourced (as currently provided). CONSULTANT shall, in addition, research and evaluate any other systems thought to be advisable;
 - f. research all needed components and provide a framework as to the requirements for the establishment of an EMS education program in the SAFD;
 - g. include a consideration of the following system components (especially with regards to separation of components, or a consolidation of any or all components): (1) initial training of EMT–basic; (2) initial training of EMT–paramedic; (3) continuing education for EMT-basic; (4) continuing education for EMT-paramedic; (5) medical direction/control; (6) infection control; and (7) quality assurance /quality improvement;
 - h. develop a list of options (best practices, creative opportunities, etc.) for each of the aforementioned system components and evaluate and compare each option in terms of quality, cost effectiveness, manageability, and credibility (in the eyes of the medical community, the public and the SAFD employees); and
 - i. include suggested organizational hierarchy models, considering SAFD as an integral role component of a municipal government.
- 2.3 CONSULTANT shall prepare a written report addressing the aforementioned subject matter. A draft of said report shall be presented to CITY within 70 calendar days of the execution of this contract. CONSULTANT shall present the final report to CITY within 10 calendar days of the return of the draft to CONSULTANT.
- 2.4 CONSULTANT shall schedule at least one meeting to conduct individual interviews with and receive input from key stakeholders, including SAFD administration, IAFF union officials, any other members of SAFD and CITY identified by CITY, and employees of the current teaching institutions providing EMT and paramedic education for the SAFD.
- 2.5 CONSULTANT shall serve as a subject matter expert to SAFD during CITY’s evaluation and consideration of the SAFD’s current EMS training system and medical direction system.
- 2.6 CONSULTANT understands and agrees that Exhibits A (CITY’s request for proposal) and B (CONSULTANT’s proposal), which are attached to this contract, are intended to be and hereby are specifically made 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 CONSULTANT as completely and fully as are the obligations, conditions, tasks, products, and representations imposed by this contract.

- 2.7 The terms of this contract shall be final and binding where there is any conflict between the terms of Exhibit A, Exhibit B and the terms of this contract. Exhibit A shall control where it conflicts with Exhibit B.

III. PAYMENT AND BILLING

- 3.1 CITY shall pay CONSULTANT a total of \$69,900.00 to perform the services contemplated by this contract.
- 3.2 Upon completion of work required pursuant to the provisions of Article II, CONSULTANT shall submit an itemized invoice to CITY for services provided to CITY. Said invoice shall be submitted within fifteen days of the completion of said work. The invoice shall contain a representation that the services being invoiced were provided pursuant to this contract.
- 3.3 Upon receipt by CITY of a correct invoice from CONSULTANT, CITY agrees to pay CONSULTANT the amount invoiced, so long as the amount invoiced has been invoiced pursuant to the provisions of this contract, within thirty days of the date of receipt.
- 3.4 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.
- 3.5 CONSULTANT shall be responsible for all expenses, including travel expenses, incurred by CONSULTANT in completing the work required by this contract.

IV. LICENSES AND CERTIFICATIONS

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

V. OWNERSHIP AND LICENSES

- 5.1 The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law, including an ordinance, or in the transaction of official business.

- 5.2 CONSULTANT acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J of Chapter 441 of the Texas Government Code. CONSULTANT agrees that no such local government record produced by or on the behalf of CONSULTANT pursuant to this contract shall be the subject of any copyright or proprietary claim by CONSULTANT. CONSULTANT acknowledges and agrees that all local government records, as described herein, produced in the course of the work contemplated by this contract belong to and are the property of CITY.
- 5.3 CONSULTANT shall not, under any circumstances, release any records created during the course of the performance of the work provided for by this contract to any entity without CITY's written permission, unless required to do so by a court of competent jurisdiction.
- 5.4 CONSULTANT shall comply with all applicable federal, state, and local laws, rules, and regulations governing document ownership, access, and retention.

VI. RECORDS

- 6.1 CONSULTANT must maintain all documents and records pertaining to the services rendered through this agreement and make them available to the CITY at the respective offices of the parties during the record retention period.
- 6.2 CONSULTANT shall retain any and all documents produced as a result of its services for four years from the date of termination of the agreement, or any extension thereof, or, in the event that litigation is initiated in connection with the services provided by CONSULTANT pursuant to this agreement, four years from the date of resolution of said litigation.
- 6.3 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. To the extent permitted by law, CITY will process all such requests.

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, with thirty days' 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.

VIII. NON-WAIVER

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

IX. INDEPENDENT CONTRACTOR

- 9.1 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 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. INSURANCE

- 13.1 Prior to the commencement of any work under this agreement, CONSULTANT shall furnish copies of all required endorsements and completed certificates of insurance to the CITY's Human Resources Department, which shall be clearly labeled "The Ludwig Group, LLC" as the description of operations on the certificate. The certificates shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. CITY will not accept memoranda of insurance or binders as proof of insurance. Certificates or forms must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to CITY. CITY shall have no duty to pay or perform under this agreement until such certificates and endorsements have been received and approved by CITY's Risk Management Department. No officer or employee, other than CITY's risk manager, shall have authority to waive this requirement.
- 13.2 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.
- 13.3 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 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, 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:

TYPE	AMOUNTS
Professional Liability	\$1,000,000 per claim to pay on behalf of the

(claims made form)	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
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13.4 As they apply to the limits required by CITY, CITY shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by CITY, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). CONSULTANT shall be required to comply with any such requests and shall submit a copy of the replacement certificates of insurance to CITY at the address provided below within ten days of the requested change. CONSULTANT shall pay any costs incurred resulting from said changes. All notices under this article shall be given to CITY at the following address:

San Antonio Fire Department
 Fiscal Management & Research Division
 115 Auditorium Circle
 San Antonio, Texas 78205

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

- A. name 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 CITY, with the exception of the workers' compensation and professional liability policies; and
- B. provide advance written notice directly to CITY of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten calendar days advance notice for nonpayment of premium.

13.6 Within five calendar days of a suspension, cancellation, 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'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.

13.7 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 herein required, CITY shall have the right to order CONSULTANT to stop work

hereunder and/or withhold any payments which become due to CONSULTANT hereunder until CONSULTANT demonstrates compliance with the requirements hereof.

- 13.8 Nothing herein contained shall be construed as limiting in any way the extent to which CONSULTANT may be held responsible for payments of damages to persons or property resulting from CONSULTANT's or CONSULTANT's subcontractors' performance of the work covered under this agreement.
- 13.9 It is agreed that CONSULTANT's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the CITY for liability arising out of operations under this agreement.
- 13.10 It is understood and agreed that the insurance required pursuant to this article is in addition to and separate from any other obligation contained in this agreement and that no claim by or on behalf of CITY shall be limited to the insurance coverage provided.
- 13.11 CONSULTANT and any subcontractors are responsible for all damage to their own equipment and/or property.

XIV. CHANGES AND AMENDMENTS

- 14.1 Except when the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both CITY and CONSULTANT.
- 14.2 It is understood and agreed by the parties hereto that changes in local, state, and federal rules, regulations, or laws applicable hereto may occur during the term of this contract and that any such changes shall be automatically incorporated into this contract without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation, or law.

XV. ENTIRE AGREEMENT

- 15.1 This contract and its exhibits constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof, and only executed by the parties.

XVI. SEVERABILITY

- 16.1 If any clause or provision of this contract is held invalid, illegal, or unenforceable under present or future federal, state, or local laws, including, but not limited to, the city charter, city code, or ordinances of the city of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality, or unenforceability shall not

affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

XVII. NOTICES

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

CITY

San Antonio Fire Department
Fiscal Management & Research Division
115 Auditorium Circle
San Antonio, Texas 78205

CONSULTANT

The Ludwig Group, LLC
9525 East Vista Drive, Suite 200
Hilsboro Drive, Missouri 63050

XVIII. LAW APPLICABLE

- 18.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.
- 18.2 VENUE AND JURISDICTION FOR ANY LEGAL ACTION OR PROCEEDING BROUGHT OR MAINTAINED, DIRECTLY OR INDIRECTLY, UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL LIE EXCLUSIVELY IN BEXAR COUNTY, TEXAS.

XIX. LEGAL AUTHORITY

- 19.1 The signer of this contract for 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.

XX. PARTIES BOUND

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

XXI. GENDER

21.1 Words of any gender used in this contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XXII. CAPTIONS

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

XXVI. ACKNOWLEDGMENT

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

EXECUTED IN DUPLICATE ORIGINALS on _____, 2011.

CITY OF SAN ANTONIO

THE LUDWIG GROUP, LLC

Sheryl L. Sculley
City Manager

APPROVED AS TO FORM:

City Attorney