

CONSENT AGENDA  
ITEM NO. 14

**CITY OF SAN ANTONIO  
INTERDEPARTMENTAL MEMORANDUM  
POLICE DEPARTMENT**

**TO:** Mayor and City Council

**FROM:** Albert A. Ortiz, Chief of Police

**THROUGH:** Terry M. Brechtel, City Manager

**COPIES:** J. Rolando Bono, Deputy City Manager; File

**SUBJECT:** Ordinance Authorizing a Professional Services Contract

**DATE:** March 20, 2003

**SUMMARY AND RECOMMENDATIONS**

This ordinance authorizes the City Manager or her designated representative, to enter into a professional services contract with Lamberth Consulting, L.L.C., to provide a statistical analysis and interpretation of data collected by the San Antonio Police Department pursuant to Senate Bill 1074, Collection and Reporting of Certain Data Relating to Racial Profiling in Traffic and Pedestrian Stops, encumbers the funds and provides for payment in a total amount not to exceed \$54,890.

Staff recommends approval.

**BACKGROUND INFORMATION**

While searching for resources to fund studies in the area of Racial Profiling, SAPD became aware of grant funding through the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS). COPS awarded a grant in the amount of \$114,011 to SAPD from the "Creating a Culture of Integrity" initiative. City Ordinance No. 97084, dated January 23, 2003, authorized the acceptance of the grant.

In January, with the coordination of the Contract Services Division of Asset Management, SAPD developed a Request for Qualifications (RFQ) for qualified individuals and/or entities to analyze and produce a report on the collected racial profiling data for the 2002 and 2003 calendar years. Due to the nature of the data that will be analyzed, it is SAPD's goal to contract with an entity that has minimal influence from law enforcement agencies and having no ties to the community. By excluding respondents from the local area, it is SAPD's intent to avoid the perception of having any influence or control over the results of the study to be conducted. For these reasons, and to preserve the integrity of the analysis and final report, SAPD requested and was granted a waiver of the Small Business Economic Development Advocacy (SBEDA) ordinance requiring local advertising.

SAPD received three (3) responses to the RFQ and assembled an evaluation team composed of five (5) SAPD staff, including officers, one sergeant, one lieutenant and one captain; two (2) Bexar County Sheriff's deputies; and one Department of Public Safety State Trooper. After careful

comparison and evaluation of the responses, the evaluation team and SAPD recommend Lamberth Consulting to perform the statistical analysis relating to racial profiling in traffic and pedestrian stops. This selection was based on the company's well-documented history of previous unbiased studies and the thoroughness of their response. Of the three companies that responded to this RFQ, Lamberth Consulting is the only company that has experience specifically in racial profiling statistical analysis.

### **POLICY ANALYSIS**

The data analysis provided by the contract continues the policy of training police personnel in providing quality service to the public. The study will support the department's efforts to strengthen police integrity and will assist in implementing proven community policing strategies that will build upon the integrity of the department.

### **FISCAL IMPACT**

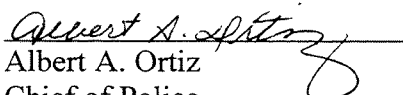
Under the terms of this contract, funds for professional services in the amount not to exceed \$54,890 may be encumbered in the Integrity Grant Budget. This contract will not require expenditure from the General Fund.


### **COORDINATION**

This ordinance request has been coordinated with Finance, City Attorney's Office, Office of Management & Budget, and the Contract Services Division of the Asset Management Department.

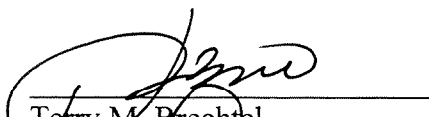
### **SUPPLEMENTAL COMMENTS**

The evaluation matrix, signed contract and the Discretionary Contracts Disclosure Form are attached.

  
Albert A. Ortiz  
Chief of Police

  
J. Rolando Bono  
Deputy City Manager

Approved:

  
Terry M. Brechtel  
City Manager

Project

## Racial Profiling Study RFQ

Qualifications Due Date: 02/21/2003

	Maximum Points	Holland & Davis, LLC 300 Convent Street, Suite 2310 San Antonio, TX 78205	Lamberth Consulting 120 Commons Court Chadds Ford, Pa 19317	MGT of America 502 East 11th Street, Suite 300 Austin, TX 78701
<b>Response to Request for Proposal</b>				
All Information Included/Thoroughness of Response	10	6.875	9.375	7.5
Understanding and Acceptance of Scope of Services	10	6.375	9.5	7.25
Acceptance of RFQ and Proposed Contract Terms	10	9.125	9.75	9.375
Clarity and Conciseness of the Response	10	6.375	9.5	7.25
<b>Background &amp; Capability</b>				
Background of Respondent.	10	5.25	9.625	4.5
Respondent's support personnel	10	6.625	9.125	7.5
Relevant experience	10	4.5	9.25	4.875
Specific experience with large municipalities	10	5.5	9.375	5.75
Resources available	10	6.625	8.75	7.125
References	10	6.625	8.875	7.75
<b>Grand Total</b>	100	63.875	93.125	68.875

# Master Score Sheet

Project		Racial Profiling Study RFQ		
Qualifications Due Date: 02/21/2003				
	Maximum Points	Holland & Davis, LLC 300 Convent Street, Suite 2310 SanAntonio, TX 78205	Lamberth Consulting 120 Commons Court Chadds Ford, Pa 19317	MGT of America 502 East 11th Street, Suite 300 Austin, TX 78701
Response to Request for Proposal				
All Information Included/Thoroughness of Response	10			
Understanding and Acceptance of Scope of Services	10			
Acceptance of RFQ and Proposed Contract Terms	10			
Clarity and Concisness of the Response	10			
Background & Capability				
Background of Respondent.	10			
Respondent's support personnel	10			
Relevant experience	10			
Specific experience with large municipalities	10			
Resources available	10			
References	10			
Grand Total	100	63.63	93	69

Blair #1087 - SAPD

McChristian #4073 - SAPD

Sgt Anna #540 BCSU

Rudy Zarate #3501 DPS

Romana Lopez 3278 SAPD

Rubian Esquivel #304 BCSU

Harry Kieffer #5036 SAPD

# ***C. Discretionary Contracts Disclosure***

## **City of San Antonio**

### **Discretionary Contracts Disclosure\***

*For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2*

*Attach additional sheets if space provided is not sufficient.*

*State "Not Applicable" for questions that do not apply.*

*\* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.*

#### **Disclosure of Parties, Owners, and Closely Related Persons**

For the purpose of assisting the City in the enforcement of provisions contained in the City

Charter and the Code of Ethics, an individual or business entity seeking a discretionary

contract from the City is required to disclose in connection with a response for a

discretionary contract:

- (1) the identity of any **individual** who would be a party to the discretionary contract:

John Lamberth, Partner

Jerry Clayton, Partner

Karl Lamberth, Partner

Ash Swayne, Director of Operations

- (2) the identity of any **business entity** that would be a party to the discretionary contract:

Lamberth Consulting, LLC

and the name of:

- (A) any individual or business entity that would be a ***subcontractor*** on the discretionary contract;

Surveyors to be hired once contract is executed

and the name of:

- (B) any individual or business entity that is known to be a ***partner***, or a ***parent*** or ***subsidiary*** business entity, of any individual or business entity who would be a party to the discretionary contract;

Not Applicable

- (3) the identity of any ***lobbyist*** or ***public relations firm*** employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

Not Applicable


**Political Contributions**

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a response for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
Not Applicable		

**Disclosures in Responses**

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

<b>Signature:</b> 	<b>Title:</b> President  <b>Company:</b> Lamberth Consulting, LLC	<b>Date:</b>  02.19.03

## PROFESSIONAL SERVICES CONTRACT

This contract is made and entered into by and between the city of San Antonio (hereinafter referred to as "CITY"), a Texas municipal corporation, acting by and through its city manager or assistant city manager pursuant to Ordinance No. \_\_\_\_\_, passed and approved on \_\_\_\_\_, and Lamberth Consulting, LLC (hereinafter referred to as "LAMBERTH").

**WHEREAS**, CITY has received grant funds from the Office of Community Oriented Policing Services of the U.S. Department of Justice; and

**WHEREAS**, CITY has adopted a budget for such funds and has included therein the expenditure for the services of LAMBERTH; and

**WHEREAS**, CITY wishes to engage LAMBERTH to provide certain services in connection with the evaluation of racial profiling data collected by the San Antonio Police Department (hereinafter referred to as "SAPD"); **NOW THEREFORE**:

### I. TERM

- 1.1 This contract shall commence on the date of execution and shall terminate pursuant to any of the provisions hereof.

### II. PERFORMANCE

- 2.1 LAMBERTH, in accordance and compliance with the terms, provisions, and requirements of this contract, shall manage, perform, and provide all of the services and produce all of the reports as set forth in article III of this contract.
- 2.2 The parties agree that the data to be evaluated pursuant to this contract is racial-profiling information collected by CITY during the period January 1, 2002, to December 31, 2002, and consists of approximately 289,000 records (in a text format) containing sixteen fields per record. Said fields consist of the following: (1) source of information; (2) date of contact; (3) time of contact; (4) description of violation; (5) offense code; (6) type of search; (7) location of contact; (8) type of contraband seized; (9) duration of contact; (10) race/ethnicity of contacted individual; (11) gender of contacted individual; (12) use of video; (13) reason for contact; (14) age of contacted individual; (15) date of birth of contacted individual; (16) final disposition of contact.
- 2.3 CITY agrees to provide the racial profiling data to be evaluated to LAMBERTH upon execution of this contract. LAMBERTH agrees to complete all work required by this contract no later than 180 days following the date of execution of this contract. Modifications to this schedule may be made only pursuant to the prior written approval of CITY.

### III. SCOPE OF WORK

- 3.1 The work to be performed by LAMBERTH consists of the following four components: Component 1. Presentation and Workshop; Component 2. Survey Planning and Design; Component 3. Surveying and Project Management; and Component 4. Final Report and Analysis.
- 3.2 Component 1 shall consist of (1) a presentation to specified SAPD personnel detailing the methodology that will be used to evaluate the racial profiling data collected by SAPD; (2) a workshop in which the roles and responsibilities of those involved in the evaluation will be determined, a timeline and work plan will be developed, and possible benchmark locations will be identified; and (3) a stakeholders meeting in which interested segments of the community will be advised of the nature of the project.
- 3.3 Component 2 shall consist of the development of a benchmark survey design, which will be reviewed with SAPD before the survey is conducted.
- 3.4 Component 3 shall consist of (1) hiring and training surveyors; (2) conducting the benchmark survey; and (3) providing regular status meetings to specified SAPD personnel.
- 3.5 Component 4 shall consist of (1) conducting the statistical analysis; (2) reviewing the results of the analysis with specified SAPD personnel; (3) re-analysis of the results, if necessary; (4) preparation of a written report detailing the findings; (5) a presentation of the findings to SAPD's command staff; and (6) a presentation of the findings to the San Antonio City Council.

#### 3.6 STOP DATA RELIABILITY REQUIREMENTS

Reliable stop data, with specific location (street/cross street, mile marker on highways or specific longitude/latitude) is necessary for data analysis. Excessive missing data makes precise data analysis impossible. If stops in the stop data that has already been collected by the CITY cannot be accurately identified by specific location, then there will be a need to collect additional stop data.

### IV. CONTRACT BILLING

- 4.1 Upon completion of each of the components set out in section 3.1, CITY agrees to pay LAMBERTH the following amounts:

Component 1	\$ 5,489.00
Component 2	\$ 10,978.00
Component 3	\$ 19,211.50
Component 4	\$ 19,211.50



- 4.2 LAMBERTH shall submit a bill to CITY upon completion of each of the listed components in accordance with article XVIII. Each billing submitted shall reference this contract and the component identification number and shall contain a representation that the component has been completed.
- 4.3 Upon receipt of and approval by CITY of each of LAMBERTH's bills, CITY agrees to pay LAMBERTH the amount specified in section 4.1 within 15 (fifteen) days upon completion of each work component or a work stoppage may result.
- 4.4 CITY shall not be obligated or liable under this contract to any party, other than LAMBERTH, for payment of any monies or provision of any goods or services.
- 4.5 LAMBERTH agrees that the costs of insurance premiums incurred in order to secure the insurance coverage required by article XIII will be the responsibility of LAMBERTH.
- 4.6 CITY agrees that if a project extension is required past the 180 day term defined in section 2.2, and if those events are due to unforeseen circumstances by CITY and LAMBERTH, including but not limited to unusable existing data required for analysis purposes, then any consulting services required subsequent to this contract term shall be billed on a time and materials basis by LAMBERTH according to the current rate schedules that can be obtained from LAMBERTH.

CITY and LAMBERTH will mutually agree upon terms of any additional work required to complete the project due to these unforeseen circumstances by submitting a project work extension letter that will outline the anticipated work and hours required based on the rates listed above.

Before commencement of this project work extension, CITY agrees to pay LAMBERTH 25% (thirty-five percent) of the total contract price for the last work component that represents \$13,745.00 and to hold back the final 10% representing \$5,490.00 until the final report is written, presented and delivered.

## **V. LICENSES AND CERTIFICATIONS**

- 5.1 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 LAMBERTH. Failure to comply with this requirement shall be treated as a default and will result in termination of this contract.
- 5.2 LAMBERTH shall be licensed in the state of Texas to perform the duties and obligations herein described. If required, proof of said license shall be submitted to CITY for verification.

## **VI. RECORDS**

- 6.1 LAMBERTH shall properly, accurately, and completely maintain all books, documents, papers, accounting, or records pertaining to, or generated as a result of, this contract and shall make such materials available at its offices at all reasonable times, and as often as CITY may deem necessary, until this contract has been terminated and for three years thereafter for the purpose of accounting and audit inspections by CITY and/or any authorized representative of CITY to audit, examine, and make excerpts and/or copies of same.

## **VII. CONFIDENTIALITY**

- 7.1 LAMBERTH shall comply with the confidentiality procedures pertaining to records and other information relating to CITY in accordance with the applicable federal, state and local laws. This provision shall not be construed as limiting CITY's right of access pursuant to articles VI and IX.

## **VIII. TERMINATION**

- 8.1 CITY may terminate this contract in accordance with this article, in whole or in part, whenever such termination is in the best interest of CITY.
- 8.2 In addition to any other provision of this contract, CITY may terminate this contract for any of the following reasons:
- (A) neglect or failure by LAMBERTH to perform or observe any of the terms, conditions, covenants, or guarantees of this contract or of any amendment to this contract; or
  - (B) violation by LAMBERTH of any rule, regulation, or law to which LAMBERTH is bound or shall be bound under the terms of this contract.
- 8.3 Upon a decision to terminate by CITY, however, written notice of such shall be immediately provided to LAMBERTH specifying the effective date of termination and the extent to which performance of work under this contract will be terminated.
- 8.4 Upon termination, all finished or unfinished documents, data, studies, surveys, schedules, or other appended documentation to any proposal or contract prepared by or on behalf of LAMBERTH under this contract shall, at the option of CITY, and in accordance hereof, become the property of CITY and shall, if requested or agreed to by CITY, be delivered by LAMBERTH to CITY in a timely and expeditious manner.
- 8.5 Within thirty days of the effective date of termination (unless an extension is authorized in writing by CITY), LAMBERTH shall submit to CITY its claim in detail for the monies owed by CITY for services performed under this contract through the effective date of termination. CITY shall then pay all monies owed to LAMBERTH prior to receipt of CITY's notice of termination.

## **IX. RIGHTS TO CONTRACTUAL MATERIAL**

- 9.1 Except as provided below and unless otherwise provided in a statement of work, CITY shall own all rights to its property, which shall mean any deliverables that are written at CITY'S expense including deliverables in written, electronic or other documentary form, including tape or disk, provided to CITY.

The city benchmark data in its generic form may have general usefulness in a variety of other contexts such as, but not limited to, future research, education, and presentations that LAMBERTH may engage in. Though such material shall become CITY property upon full payment for the services that created them, LAMBERTH may make reasonable use of such materials for its future purposes, but will not disseminate, distribute, or make available to the public without prior email consent from CITY.

LAMBERTH and CITY acknowledge and agree that during the course of LAMBERTH'S performance of services hereunder, both Parties and their respective employees and agents may acquire and become acquainted with Residuals. Subject to the provisions of this section, LAMBERTH and CITY shall be entitled to freely use and otherwise employ such Residuals in the furtherance of their respective business activities, including the provision of services by LAMBERTH to its other clients. Nothing herein shall be construed to permit either Party to use the other's confidential business information. "Residuals" means general: (i) stop data acquisition and processing idea's, (ii) written documentation or other materials, (iii) concepts, (iv) know-how, (v) techniques, (iv) technology and/or (vii) skills.

## **X. INDEPENDENT CONTRACTOR**

- 10.1 It is expressly understood and agreed by both parties hereto that CITY is contracting with LAMBERTH as an independent contractor. The parties hereto understand and agree that CITY shall not be liable for any claims which may be asserted by any third party occurring in connection with services performed by LAMBERTH under this contract.
- 10.2 The parties hereto further acknowledge and agree that neither party has authority to bind the other or to hold out to third parties that it has the authority to bind the other.

## **XI. SUBCONTRACTING**

- 11.1 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 LAMBERTH.

- 11.2 Despite CITY approval of a subcontract, CITY shall in no event be obligated to any third party, including any subcontractor of LAMBERTH, 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 extending beyond the termination of this contract.

## **XII. CONFLICT OF INTEREST**

- 12.1 No member of CITY's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this contract shall:
- (A) participate in any decision relating to this contract which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or
  - (B) have any direct or indirect personal interest in this contract or the proceeds thereof.

## **XIII. INSURANCE**

- 13.1 Prior to commencement of any work under this contract, LAMBERTH shall furnish to CITY an original completed certificate of insurance or CITY's standard certificate of insurance form. Said form shall be completed by an agent authorized to bind the named underwriter and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to CITY. CITY shall have no duty to pay or perform under this contract until such certificate shall have been delivered, and no officer or employee, other than the city of San Antonio's risk manager, shall have authority to waive this requirement.
- 13.2 CITY reserves the right to review the insurance requirements of this section during the effective period of this contract and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by the city of San Antonio's risk manager based upon changes in statutory law, court decisions, or circumstances surrounding this contract, but in no instance will CITY allow modification whereupon CITY may incur increased risk.
- 13.3 LAMBERTH's financial integrity is of interest to CITY; therefore, subject to LAMBERTH's right to maintain reasonable deductibles in such amounts as are approved by CITY, LAMBERTH shall obtain and maintain in full force and effect for the duration of this contract, and any extension thereof, at LAMBERTH's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do

business in the state of Texas and rated A or better by A.M. Best Company and/or otherwise acceptable to CITY in the following types and amounts:

<u>Insurance Type</u>	<u>Liability Limits</u>
1. Professional Liability (claims made)	\$1,000,000

- 13.4 CITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by CITY and may make a reasonable request for 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). Upon such request by CITY, LAMBERTH shall exercise reasonable efforts to accomplish such changes in policy, and shall pay the cost thereof.
- 13.5 LAMBERTH agrees that with respect to the above required insurance, all insurance contracts and the certificate of insurance will contain the following required provisions:
1. that LAMBERTH's insurance shall be deemed primary with respect to any collectible insurance or self insurance carried by CITY for liability arising out of operations under the contract with CITY; and
- 13.6 LAMBERTH will notify CITY in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty days prior to the change, or ten days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement certificate of insurance. All notices shall be given to CITY at the address set out in article XVIII.
- 13.7 If LAMBERTH fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, CITY may obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the contract; however, procuring of said insurance by CITY is an alternative to other remedies CITY may have and is not the exclusive remedy for failure of LAMBERTH to maintain said insurance or secure such endorsement. In addition to any other remedies CITY may have upon LAMBERTH'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 LAMBERTH to stop work hereunder and/or withhold any payment which becomes due to LAMBERTH hereunder until LAMBERTH demonstrates compliance with the requirements hereof.

#### **XIV. INDEMNIFICATION**

- 14.1 LAMBERTH covenants and agrees to fully indemnify, defend, and hold harmless CITY and its members, agents, employees, officers, directors, and representatives of CITY, individually or 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 injury or

death and property damage, made upon CITY directly arising out of, resulting from, or related to LAMBERTH's activities under this contract, including any acts or omissions of LAMBERTH, any agent, officer, director, representative, employee, consultant, or subcontractor of LAMBERTH, and its respective officers, agents, employees, directors, and representatives while in the exercise or performance of the rights or duties under this contract. LAMBERTH shall promptly advise CITY in writing of any claim or demand against CITY or LAMBERTH known to LAMBERTH related to or arising out of LAMBERTH's activities under this contract and shall see to the investigation of and defense of such claim or demand at LAMBERTH's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving LAMBERTH of any of its obligations under this article.

- 14.2 It is expressly understood and agreed that LAMBERTH is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that CITY shall in no way be responsible therefore.

#### **XV. CHANGES AND AMENDMENTS**

- 15.1 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 LAMBERTH.
- 15.2 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.

#### **XVI. ENTIRE AGREEMENT**

- 16.1 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.

#### **XVII. SEVERABILITY**

- 17.1 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.

#### **XVIII. NOTICES**

- 18.1 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

Research and Planning Commander  
San Antonio Police Department  
214 W. Nueva  
San Antonio, Texas 78207

LAMBERTH

Karl Lamberth  
Lamberth Consulting, LLC  
120 Commons Court  
Chadds Ford, Pennsylvania 19317

#### **XIX. LAW APPLICABLE**

- 19.1 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.

#### **XX. LEGAL AUTHORITY**

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

#### **XXI. PARTIES BOUND**

- 21.1 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.

#### **XXII. GENDER**

- 22.1 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.

XXIII. CAPTIONS

- 23.1 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.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

CITY OF SAN ANTONIO

LAMBERTH CONSULTING LLC

\_\_\_\_\_



03.12.03

PRESIDENT, LAMBERTH  
CONSULTING

APPROVED AS TO FORM: \_\_\_\_\_  
Assistant City Attorney