

AN ORDINANCE 2012-03-08-0184

AUTHORIZING TWO AGREEMENTS WITH THE YMCA OF GREATER SAN ANTONIO AND AMENDING THE TERM AND SCOPE OF EXISTING AGREEMENTS WITH THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON SCHOOL OF PUBLIC HEALTH, THE SAN ANTONIO-BEXAR COUNTY METROPOLITAN PLANNING ORGANIZATION, MACRO INTERNATIONAL, INC., THE SAN ANTONIO HOUSING AUTHORITY (SAHA), FIFTEEN INDEPENDENT SCHOOL DISTRICTS, AND AMENDING AN AGREEMENT WITH SAHA TO PROVIDE UP TO \$60,000.00 FOR THE PURCHASE OF BICYCLES FOR THE SAHA RIDE TO OWN PROGRAM, ALL OF WHICH WILL ACCOMMODATE CLOSE OUT ACTIVITIES APPROVED IN A NO COST EXTENSION OF THE COMMUNITIES PUTTING PREVENTION TO WORK PROGRAM FUNDED THROUGH AMERICAN RECOVERY AND REINVESTMENT ACT GRANT FUNDS FROM THE CENTERS FOR DISEASE CONTROL AND PREVENTION THROUGH MARCH 18, 2013.

* * * * *

WHEREAS, the San Antonio Metropolitan Health District, was awarded \$15,612,353.00 in American Recovery and Reinvestment Act grant funding to support a two-year initiative entitled the San Antonio Communities Putting Prevention to Work (CPPW) Project; and,

WHEREAS, the CPPW Project addresses obesity prevention through a comprehensive set of initiatives that support specific, measurable health outcomes to increase opportunities for physical activity and access to healthy foods for children and families of San Antonio to reduce chronic disease rates, specifically associated with obesity; and,

WHEREAS, in January, 2012 the Centers for Disease Control and Prevention (CDC) approved a no cost extension of the CPPW grant through March 18, 2013 to allow sufficient time for the close-out of activities and projects initiated during the initial grant period scheduled to end on March 18, 2012; and,

WHEREAS, this no cost extension will allow additional time and budget revisions for the completion of previously approved CPPW projects and will revise the schedule of CDC required evaluation activities; and

WHEREAS, this ordinance will authorize: (1) a trademark and sublicense agreement with the YMCA of Greater San Antonio (YMCA); (2) an agreement for the continuation of Siclovia events by the YMCA; (3) an amendment to the term and scope of an agreement with the University of Texas Health Science Center at Houston School of Public Health; (4) an amendment to the term of the agreement with the San Antonio-Bexar County Metropolitan Planning Organization; (5) an amendment to the term and scope of an agreement with Macro International, Inc.; (6) an amendment to the budget and scope of an agreement with the San Antonio Housing Authority (SAHA) for the installation of walking trails at SAHA properties; (7) amendments to the term and scope of

agreements with fifteen area independent school districts for the administration of the Youth Risk Behavior Survey; and, (8) amending an agreement with SAHA to provide up to \$60,000.00 for the purchase of bicycles for the SAHA Ride to Own program; consistent with the no cost extension of the CPPW program; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee or the Director of the San Antonio Metropolitan Health District or his designee, is hereby authorized to execute: a trademark and sublicense agreement with the YMCA of Greater San Antonio (YMCA); an agreement for the continuation of Siclovia events by the YMCA beginning on March 19, 2012 and ending on April 30, 2013; an amendment extending the term to June 1, 2012 and revising the scope of an agreement with the University of Texas Health Science Center at Houston School of Public Health; an amendment extending the term of the agreement with the San Antonio-Bexar County Metropolitan Planning Organization to April 30, 2012; an amendment extending the term to March 18, 2013 and revising the scope of an agreement with Macro International, Inc.; an amendment reducing the budget and scope of an agreement with the San Antonio Housing Authority (SAHA) for the installation of walking trails at SAHA properties; amendments extending the term to March 18, 2013 and revising the scope of agreements with fifteen area independent school districts for the administration of the Youth Risk Behavior Survey; and, amending an agreement with SAHA to provide up to \$60,000.00 for the purchase of bicycles for the SAHA Ride to Own program; consistent with the CDC-approved no cost extension of the CPPW grant. A copy of each respective agreement in substantially final form is attached hereto and incorporated herein for all purposes as **Attachments I, II, III, IV, V, VI, VII and VIII.**

SECTION 2. The City Manager or her designee or the Director of the SAMHD or his designee is authorized to execute any and all necessary documents to effectuate the agreements and amendments referenced in Section 1 of this ordinance. The City Manager or her designee or the Director of the SAMHD or his designee is further authorized to execute contract amendments pertaining to these agreements in the following instances a) carry-over funds, when ascertained and approved by the funding agency through a revised notice of award; b) line item budget revisions authorized by the funding agency; c) modifications to the performance measures authorized by the funding agency and listed in the contracts so long as the terms of the amendment stay within the general parameters of the intent of the grant; d) no cost extensions; e) amendments which will provide supplemental grant funds to a program by the funding agency in an amount up to 20% of the total amount initially awarded to the program; f) reimbursement increases of administrative funds for each participant served; g) amendments funding one time equipment purchases or defined program services; and h) changes in state or federal regulations mandated by the funding agency.

SECTION 3. Fund 2302236001 entitled "ARRA - CPPW" and Internal Order 136000000465, are hereby designated for use in the accounting for the fiscal transaction in the authorization of these agreements.

SECTION 4. The sum of \$60,000.00 is hereby appropriated in the above designated fund and will be disbursed from 5202020 "Contractual Services". Payment is authorized to San Antonio Housing Authority upon issuance of purchase orders.

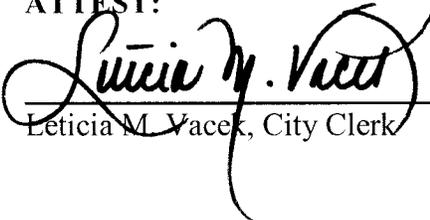
SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 6. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 8th day of March, 2012.

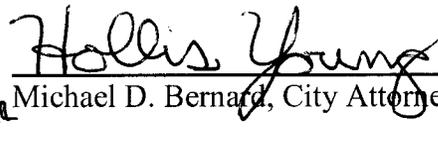

M A Y O R
Julian Castro

ATTEST:

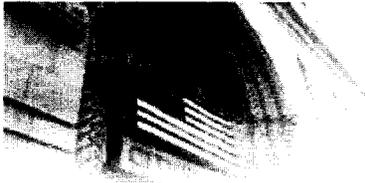


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



for Michael D. Bernard, City Attorney



Request for
COUNCIL
 ACTION

City of San Antonio



Agenda Voting Results - 29

Name:	5, 6, 7, 8, 9, 11, 12, 13, 15, 16A, 16B, 16C, 16D, 16E, 17, 18, 19, 20, 21, 22, 23, 27, 28, 29						
Date:	03/08/2012						
Time:	10:00:39 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing two agreements with the YMCA of Greater San Antonio and amending the term and scope of existing agreements with the University of Texas School of Public Health, Macro International, Inc., the San Antonio-Bexar County Metropolitan Planning Organization, the San Antonio Housing Authority (SAHA), agreements with fifteen local Independent School Districts and an agreement with SAHA to provide up to \$60,000.00 for the purchase of bicycles for the SAHA Ride to Own program, all of which will accommodate close out activities approved in a no cost extension of the Communities Putting Prevention to Work grant by the Centers for Disease Control & Prevention through March 18, 2013. [Sharon De La Garza, Assistant City Manager; Dr. Thomas L. Schlenker, Director of Public Health]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				x
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x			x	
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

YMCA TRADEMARK SUB-LICENSE AGREEMENT

This Agreement ("Agreement") is made between **YMCA of Greater San Antonio** ("YMCA"), a **STATE OF TEXAS INCORPORATION FOR YMCA** not-for-profit corporation, with offices at **3223 N. St. Mary's, San Antonio, Texas 78212**, and **the City of San Antonio on behalf of the San Antonio Metropolitan Health District** ("Sub-Licensee"), with offices at **332 W. Commerce, San Antonio, Texas 78205**. YMCA and Sub-Licensee together shall be referred to as the "Parties". The Parties agree as follows:

1. ACKNOWLEDGEMENT OF Y-USA'S OWNERSHIP RIGHTS

The Parties understand and acknowledge each of the following:

- I. Young Men's Christian Association of the United States of America ("Y-USA") owns numerous trademarks and service marks, both through federal registration and under common law, including, "YMCA," "Y," "the Y," and "THE Y YMCA (& Design)" ("Y-USA Trademarks").
- II. YMCA is authorized to use, and sub-license, the Y-USA Trademarks and service marks only as authorized by a license agreement between Y-USA and YMCA ("Y-USA License").
- III. All rights under this sub-license depend on the Y-USA License, and this sub-license will automatically terminate upon termination of the Y-USA License; and
- IV. The Parties shall immediately stop using the Y-USA Trademarks and any other action required by Y-USA, once notified that use of the Y-USA Trademarks is no longer permissible under the Y-USA License, whether use of the Y-USA Trademark is in connection with this Agreement or not, involving any Y-USA Trademarks and/or service marks.
- V. That Y-USA as the owner of the YMCA Trademarks has the sole ability to bring infringement or unfair competition proceedings involving Y-USA Trademarks and service marks. The Parties agree to cooperate and assist Y-USA if requested.
- VI. If there is any conflict between the language of this Sub-License Agreement and any other contract between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless in a subsequent written agreement the Parties specifically refer to this Agreement by its title and date and, also, specifically state that the provisions of the later written agreement shall control over this Agreement.

2. GRANT AND LIMITATIONS OF SUB-LICENSE

Subject to all of the terms and conditions of this agreement, YMCA grants to Sub-Licensee a non-exclusive, revocable, non-transferable sub-license to use the only the YMCA Trademark checked below(the "Licensed Mark(s)only on or in connection with **collateral use (printed and electronic), social media, promotional items, tee-shirts, photographs, magazines, advertisements, traditional media (electronic and print)** for YMCA, as requested or authorized by YMCA. Sub-Licensee shall only use the Licensed Mark(s) in compliance with the YMCA graphic standards, and shall not use the Licensed Mark(s) for any other purpose, and understands that any use of the Licensed Mark(s)beyond the permitted use stated in this sub-license is automatically deemed a material breach of this Agreement, unless there is written authorization from Y-USA to Sub-Licensee. Sub-Licensee agrees that use of the Licensed Mark(s) for the benefit of Sub-Licensee, such as in advertising its

YMCA TRADEMARK SUB-LICENSE AGREEMENT

own products and/or services to third parties is not allowed without authorization from Y-USA.

[YMCA shall check the Licensed Mark(s) that Sub-Licensee may use]:

"YMCA"

"Y"

"the Y"



Other: _____

Sub-Licensee may only use the Licensed Mark(s) under this Agreement with prior written approval by YMCA. Sub-Licensee agrees to immediately stop using the Licensed Mark(s) upon any request from YMCA and/or Y-USA, and/or upon termination of this agreement. Sub-Licensee agrees to supply YMCA and/or Y-USA with samples of any use of the Licensed Mark(s) upon request.

Sub-Licensee may not translate, adapt, vary, or modify the Licensed Mark(s). Sub-Licensee may not use Licensed Mark(s) in close proximity to any third parties' trademark(s), that would create a combination mark, or use the Licensed Mark(s) in a manner that may cause the general public to think that Sub-Licensee's goods and/or services are being offered by or with the approval, sponsorship or affiliation of YMCA and/or Y-USA if that is not the intent of YMCA and/or Y-USA.

Sub-Licensee may not use License marks in advertisements and/or marketing collateral via email, social media,

3. TERM AND TERMINATION

This Sub-License Agreement shall become effective on the date executed by the last party executing this Agreement. This Agreement shall automatically terminate at the earliest date listed below:

04/05/11, the date that Sub-Licensee fulfills the obligations requiring the use of the LICENSED MARK(S); or

12/23/14, three (3) years from the date this Agreement is signed by the last party signing this Agreement

This Agreement can be terminated seven (7) days from the date that YMCA or Y-USA provides a notice of termination to Sub-Licensee.

4. DISCLAIMER OF WARRANTIES

YMCA DISCLAIMS ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED OR OTHERWISE) REGARDING THE MATERIALS OR THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY

YMCA TRADEMARK SUB-LICENSE AGREEMENT

IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OWNERSHIP AND NON-INFRINGEMENT.

5. LIMITATION OF LIABILITY

IN NO EVENT SHALL YMCA OR ITS OFFICERS, EMPLOYEES OR MEMBERS OF THEIR GOVERNING BOARDS, OR Y-USA, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER IN CONNECTION WITH CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT OR THE WORK, WHETHER BASED UPON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE PARTIES HERETO HAVE REVIEWED THIS LICENSING AGREEMENT AND AGREE TO BE LEGALLY BOUND BY ITS TERMS. THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY DULY AUTHORIZED REPRESENTATIVES.

EFFECTIVE WHEN SIGNED BY BOTH PARTIES:

City of San Antonio

YMCA of GREATER SAN ANTONIO

By: _____

By: _____

Name: _____

Name: _____

Email: _____

Email: _____

Title: _____

Title: _____

Date: _____

Date: _____

City of San Antonio
Metropolitan Health District
332 W. Commerce, Suite 108
San Antonio, TX 78205

YMCA of Greater San Antonio
3233 N. St. Mary's
San Antonio, TX 78212

Memorandum of Agreement

This Memorandum of Understanding (the Agreement) is entered into between the City of San Antonio (City), a Texas Municipal Corporation, on behalf of the San Antonio Metropolitan Health District (Metro Health) pursuant to Ordinance No. 2012-03-08-____ passed and approved on March __, 2012, and the YMCA of Greater San Antonio (YMCA), which is a *non-profit corporation* (hereinafter collectively referred to as the Parties).

WHEREAS, in early 2010 the federal government awarded the City, on behalf of Metro Health an American Reinvestment and Recovery Act - Communities Putting Prevention to Work (ARRA-CPPW) grant for \$15.6 millions in order to make policy, environmental, and systems changes to prevent obesity; and

WHEREAS, two of the broad goals of the ARRA-CPPW grant are to increase physical activity and to positively change social norms regarding physical activity, with specific strategies including the development and implementation of sustainable "Ride to Own" Bicycle Programs, and "Ciclovia" programs; and

WHEREAS, the Ciclovia program is intended to engage families and the entire community in non-competitive physical activities and promote active and alternative transportation (walking, bicycling); and

WHEREAS, the City, through Metro Health, with the assistance of the YMCA has staged two "Ciclovia" events and wishes to provide assistance in the continuation of these events in the future; and

WHEREAS, the City has determined that the Ciclovia events benefit the health and welfare of the community and are therefore a public purpose for which the City can provide bicycles to the YMCA for use at such events, and that following the term of this Agreement the bicycles should become the property of the YMCA; and

NOW THEREFORE, the Parties agree that this Agreement outlines the responsibilities of each of the Parties:

I. PURPOSE

1.1 The Parties have determined that through their mutual collaboration the YMCA can continue the efforts developed and instituted by the City in launching a Ciclovia program that engages families and the entire community in non-competitive physical activities and promotes active and alternative transportation (walking, bicycling) and ultimately offers opportunities for greater physical activity and impacts normative beliefs regarding physical activity and exercise.

II. TERM

2.1 This agreement shall commence on March 19, 2012 and will terminate on April 30, 2013.

III. JOINT ACKNOWLEDGMENTS

3.1 The parties agree and acknowledge that the major components of a Siclovia event include:

- Logistics - to include: determining dates and routes, obtaining permits, and other matters as necessary;
- Community Outreach and Marketing - to include: identifying and solidifying sponsorships, merchandising and communication with stakeholders, and notifying neighborhood residents and businesses adjacent to the route;
- Development of Reclovia programs -- to include: identifying physical activity exhibitors, performances and demonstrations, designed for all physical ability levels, along the street or surrounding open areas of Reclovia events (e.g. Zumba, Tai Chi, and yoga), planning, and identifying and organizing vendors;
- Financial planning and future sustainability.

3.2 The parties agree that Siclovias staged after March 18, 2012 will be considered YMCA events in collaboration with the City, YMCA partners and sponsors as determined by mutual agreement of the YMCA and the City.

IV. RESPONSIBILITIES OF THE CITY

4.1 The City will work with the YMCA as members on the Siclovia Steering Committee which will develop plans for future Siclovia events to be staged within the term of this Agreement, which will include developing dates and routes, assisting with logistics (such as permits, safety plan, parking, equipment, etc.), and other Siclovia components, such as community outreach and marketing, Reclovia and vendors, volunteer training and coordination.

4.2 The City will provide up to 350 bicycles to the YMCA during the term of this Agreement for use in future Siclovia events.

4.3 City will provide technical assistance and input, as possible, to the Siclovia Steering Committee via staff from Metro Health, the San Antonio Police Department, Public Works, Parks and Recreation, and Downtown Operations, and other relevant City departments, offices and staff.

4.4 City will promote Siclovia events through existing City marketing resources including public access media, social marketing campaign, press releases, and City department media liaison consultation and services through the Siclovia Steering Committee.

4.5 City agrees to recognize Siclovia events as official City events to include endorsement by the Mayor's Fitness Council as appropriate.

4.6 Upon authorization by the Director for Parks & Recreation Department fees for the use of City parks for future Siclovía events may be waived in-lieu of services provided by the party and in consideration of the event being co-sponsored by the City. The parties agree and understand that the actual use of City park facilities will be dependent on availability.

V. RESPONSIBILITIES OF THE YMCA

5.1 The YMCA will utilize its working experience on planning and implementing Siclovía events to plan, implement and stage two (2) future Siclovías during the term of this Agreement.

5.2 YMCA staff will continue to advise the YMCA Board and YMCA partners of Siclovía plans as they develop and seek the endorsement/ participation of YMCA partners in Siclovía events.

5.3 The YMCA will promote Siclovía events through existing YMCA marketing resources including club events, newsletters, media buys, and any other available resources.

5.4 The YMCA will evaluate potential sites for future Siclovía events across San Antonio and select the event site, route and date for submission to the City.

5.5 The YMCA will identify existing and future YMCA programs to participate in Reclovia activities.

5.6 The YMCA will solicit and coordinate volunteers to assist in staffing Siclovía events.

5.7 The YMCA will make staff available, as necessary, to support or take part in briefings and presentations to the San Antonio City Council.

5.8 The YMCA will identify and make recommendations for Steering Committee membership.

5.9 The YMCA will create a fully developed financial plan for funding and continuing Siclovía events. Funding sources may include, but are not limited to, donations, partnerships, sponsors, vendor fees, and merchandise sales.

5.10 The YMCA will be responsible for the pick-up and transfer of up to 350 bicycles from the San Antonio Housing Authority (SAHA), as directed by the City. The YMCA agrees and understands that it accepts all bicycles provided by City (through SAHA) in "AS IS" condition and will be responsible for the maintenance and upkeep of all bicycles in its possession for the duration of the Agreement, to include the provision of maintenance and reasonable repair of bikes, including parts and tools.

5.11 The YMCA agrees that it will use bicycles provided by the City (through SAHA) for Siclovía events for the term of this Agreement. The bicycles provided by the City will become the property of the YMCA at the conclusion of this Agreement.

VI. REQUESTS FOR and RETENTION of RECORDS

6.1 YMCA and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as “documents”), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 YMCA shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as “retention period”) from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, YMCA shall retain the records until the resolution of such litigation or other such questions. YMCA acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require YMCA to return said documents to City prior to or at the conclusion of said retention.

6.3 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information or has a right of access to it. Therefore, if YMCA receives inquiries regarding documents within its possession pursuant to this Agreement, YMCA shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, the YMCA shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of YMCA’s receipt of such request. For the purposes of communicating and coordinating with regard to public information requests, all communications shall be made to the designated public information liaison for each Party. Each Party shall designate in writing to the other Party the public information liaison for its organization and notice of a change in the designated liaison shall be made promptly to the other Party.

VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II Term, or earlier termination pursuant to any of the provisions hereof.

7.2 Termination Without Cause. This Agreement may be terminated by either party upon 30 calendar days written notice, which notice shall be provided in accordance with Article VIII Notice.

7.3 Termination For Cause. Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval by the City.

7.4 Defaults With Opportunity for Cure. Should the YMCA default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. The YMCA shall have ten (10) calendar days after receipt of the written notice, in accordance with Article IX. Notice, to cure such default. If the YMCA fails to cure the default within such ten-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another contractor to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new contractor against YMCA's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

7.4.1 Bankruptcy or selling substantially all of company's assets

7.4.2 Failing to perform or failing to comply with any covenant herein required

7.4.3 Performing unsatisfactorily

7.5 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 Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, YMCA shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by YMCA, or provided to YMCA, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by YMCA in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at YMCA's sole cost and expense. Payment of compensation due or to become due to YMCA is conditioned upon delivery of all such documents, if requested.

7.7 Within thirty (30) calendar days of the effective date of completion, or termination or expiration of this Agreement, YMCA shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by YMCA to submit its claims within said thirty (30) calendar days shall negate any liability on the part of City and constitute a **Waiver** by YMCA of any and all right or claims to collect moneys that YMCA may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, YMCA shall cease all operations of work being performed by YMCA or any of its subcontractors pursuant to this Agreement.

7.9 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue YMCA for any default hereunder or other action.

VIII. NOTICE

8.1 Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, or (d) via facsimile, telegram or e-mail, address as follows:

If to the City:

Thomas Schlenker, M.D., M.P.H.
Director
San Antonio Metropolitan Health District
332 W. Commerce
San Antonio, TX 78205

If to the YMCA:

Sandy Morander
Chief Executive Officer
YMCA of Greater San Antonio
3233 N. St. Mary's
San Antonio, TX 78212

IX. [RESERVED]

X. ADMINISTRATION OF AGREEMENT and RESTRICTIONS ON USE OF FUNDS

10.1 YMCA shall maintain financial records, supporting documents, statistical records, and all other books, documents, papers or other records pertinent to this Agreement or the grant in accordance with the official records retention schedules established within the Local Government Records Act of 1989 and any amendments thereto, or for such period as may be specifically required by 45 C.F.R §74.53 or 45 C.F.R. §92.42, as applicable, whichever is longer. Notwithstanding the foregoing, YMCA shall maintain all Agreement and grant related documents for no less than four (4) years from the date of City's submission of the annual financial report covering the funds awarded hereunder. If an audit, litigation, or other action involving the records has been initiated before the end of the four (4) year period, YMCA agrees to maintain the records until the end of the four (4) year period or until the audit, litigation, or other action is completed, whichever is later.

10.2 YMCA shall make available to City, or any of their duly authorized representatives, upon appropriate notice, such books, records, reports, documents, papers, policies and procedures as may be necessary for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to YMCA's facility and to YMCA's personnel for the purpose of

interview and discussion related to such documents. YMCA shall, upon request, transfer certain records to the custody of City, when City determines that the records possess long-term retention value.

10.3 Unless otherwise provided herein, all reports, statements, records, data, policies and procedures or other information requested by Metro Health shall be submitted by YMCA to City within five (5) working days of the request. The parties agree that a shorter time frame may be necessary for response in the case of the single audit and shall cooperate to meet deadlines necessary to comply with the single audit requirements. Furthermore, the YMCA ensures that all information contained in all required reports or information submitted to City is accurate.

10.4 Unless disclosure is authorized by the City, YMCA agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, project evaluation, project designs, data, other related information (collectively, the “Confidential Information”) and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Agreement. YMCA shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, YMCA shall give the Director of Metro Health prior written notice that such disclosure is required with a full and complete description regarding such requirement. YMCA shall establish specific procedures designed to meet the obligations of this Article, including, but not limited to execution of confidential disclosure agreements, regarding the Confidential Information with YMCA’s employees and subcontractors prior to any disclosure of the Confidential Information. This Article shall not be construed to limit the City’s or its authorized representatives’ right to obtain copies, review and audit records or other information, confidential or otherwise, under this Agreement. Upon termination or expiration of this Agreement, YMCA shall return to City all copies of materials related to the Project, including the Confidential Information. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The Parties shall ensure that their respective employees, agents, and contractors are aware of and shall comply with the aforementioned obligations.

XI. INSURANCE

11.1 A) Prior to the commencement of any work under this Agreement, YMCA shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the San Antonio Metropolitan Health District, which shall be clearly labeled “*Siclovía Project*” 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 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 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 Health 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) YMCA’s financial integrity is of interest to the City; therefore, subject to YMCA’s right to maintain reasonable deductibles in such amounts as are approved by the City, YMCA shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at YMCA’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
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	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 f. \$100,000
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

D) YMCA agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of YMCA herein, and provide a certificate of insurance and endorsement that names the YMCA and the CITY as additional insureds. 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 endorsements

thereto 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). YMCA shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. YMCA shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Health Department
P.O. Box 839966
San Antonio, Texas 78283-3966

F) YMCA 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 and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change 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, YMCA shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend YMCA'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 YMCA'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 YMCA to stop work hereunder, and/or withhold any payment(s) which become due to YMCA hereunder until YMCA demonstrates compliance with the requirements hereof.

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

J) It is agreed that YMCA'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) YMCA and any Subcontractors are responsible for all damage to their own equipment and/or property.

XII. INDEMNIFICATION

12.1 YMCA covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to YMCA' activities under this Agreement, including any acts or omissions of YMCA, any agent, officer, director, representative, employee, consultant or subcontractor of YMCA, 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, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT YMCA 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.

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. YMCA shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or YMCA known to YMCA related to or arising out of YMCA' activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at YMCA's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving YMCA of any of its obligations under this paragraph.

12.2 Defense Counsel - YMCA shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If YMCA fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and YMCA shall reimburse City for all costs related to retaining

defense counsel until such time as YMCA retains Counsel as required by this section.. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

12.3 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of YMCA, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for YMCA or any subcontractor under worker’s compensation or other employee benefit acts.

XIII. APPLICABLE LAW

13.1 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.

13.2 Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.

XIV. AMENDMENTS

14.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and YMCA. The Director for Metro Health may execute contract amendments on behalf of City in the following circumstances a) no cost extensions up to two years, b) budget adjustments authorized by the funding agency so long as the total dollar amount of the budget remains unchanged, c) modifications to the performance measures listed in the contract so long as the terms of the amendment stay within the parameters set forth in the statement of work of said contract and d) changes in state or federal regulations mandated by the funding agency.

XV. SEVERABILITY

15.1 If any clause or provision of this Agreement 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 Agreement 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 Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVI. LEGAL AUTHORITY

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

XVII. ENTIRE AGREEMENT

17.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, 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 Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XV. This Agreement shall supersede any and all prior written and oral agreements between the City and YMCA.

CITY

YMCA OF GREATER SAN ANTONIO

Sharon De La Garza
Assistant City Manager

Sandy Morander
Chief Executive Officer

Date

Date

APPROVED AS TO FORM:

City Attorney

**AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

This amendment is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (City), on behalf of the San Antonio Metropolitan Health District (SAMHD) acting by and through its City Manager, pursuant to Ordinance No. 2012-03-08-____ passed and approved on March __, 2012, and the University of Texas Health Science Center at Houston, on behalf of the School of Public Health (hereinafter referred to as Contractor) a member of the University of Texas System (System), both of which may be referred to herein collectively as the "Parties".

WHEREAS, the City entered into an agreement with Contractor pursuant to Ordinance No. 2010-06-17-0552, passed and approved on June 17, 2010 for services related to program evaluation of the Communities Putting Prevention to Work (CPPW) program; and

WHEREAS, SAMHD has determined that the scope of the agreement between the parties should be amended to reflect the services necessary to complete required the evaluation of the program within the term of the grant and its no cost extension; and

WHEREAS, Contractor has agreed to the revision of the Agreement and that there will be no change to the compensation level of the agreement; and

WHEREAS, it is in the best interest of the City and Contractor that an amendment of the Agreement now be executed; **NOW THEREFORE:**

City and CONTRACTOR agree to amend the Agreement as follows:

1. Article II, Section 2.1 is amended as follows:
 - 2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on June 17, 2010 and terminate on June 1, 2012.
2. Article III, is deleted and replaced in its entirety with the amended language below:

**III.
SCOPE OF SERVICES**

3.1 CONTRACTOR agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV Compensation.

3.2 The CONTRACTOR will be responsible for developing and implementing a comprehensive process and outcome evaluation of the SA-CPPW program that reflects the goals and objectives of the SA-CPPW Community Action Plan (CAP) (Attachment IV) and CAP updates. To achieve this end the contractor will:

3.2.1 Develop a comprehensive process and outcome evaluation plan that addresses each of the objectives, selected activities (in the following categories: Nutrition, Physical Activity, and Coalitions which are attached hereto and incorporated herein as Attachments V, VI and VII) and selected outputs of the SA-CPPW Community Action Plan and includes specific indicators, data collection methods and instruments, analysis plans and reporting products. This plan will be developed under the direction of City staff and CDC project officer and may include the use of the CDC CHANGE tool.

3.2.1.1 The final evaluation plan will be submitted by the Contractor to the CPPW Program Manager no later than July 22, 2010. The evaluation plan is subject to revision in agreement with City staff and consistent with the current Community Action Plan.

3.2.1.2 All data collection instruments as described in the evaluation plan will be developed in a timely manner and submitted to City staff for review prior to launch of selected initiatives, including the submission of initial monthly reporting instruments

3.2.2 Develop a database as a platform for collection of data as specified in the evaluation plan from SA-CPPW partners, contractors and workgroups.

3.2.2.1 Develop an electronic reporting tool for submission of progress reporting data from SA-CPPW partners, contractor and workgroups no later than July 28, 2010. This tool will undergo revisions and updates throughout the course of the project period and as new partners, contractor and workgroups initiate their activities.

3.2.2.2 Develop a functioning database (i.e. x-files) for the collection, analysis and archiving of program evaluation data of selected SA-CPPW initiatives.

3.2.3 Assure the timely and accurate reporting of program data by SA-CPPW partners, contractors and workgroups to include:

3.2.3.1 Send out data submission reminders to SA-CPPW partners, contractors and workgroups at least one week in advance of any submission deadlines.

3.2.3.2 Monitor submission and completeness of data submitted and request additional information or changes from designated points of contact as necessary to assure the timely submission of reports to the City as specified in the evaluation plan and this scope of work.

3.2.3.3 Notify the City Evaluation Liaison promptly of any failures to submit data by SA-CPPW partners, contractors and workgroups before report submittal.

ATTACHMENT III

3.2.4 Provide training to all SA-CPPW partners, contractors and workgroups that will provide data to the Contractor through the database and associated data collection instruments, to include:

3.2.4.1 As arranged by City staff, conduct data submission training sessions and provide a written set of instructions for SA-CPPW partners, contractors and workgroups to provide guidance on the use of the monthly data collection instruments.

3.2.4.1.1 Assure that all City of San Antonio partner departments have been trained within one month of receiving contract scopes.

3.2.4.1.2 Provide additional training for those partners, contractors and workgroups that will submit data for monthly reports as directed by the City Evaluation Liaison to occur no more than once per month.

3.2.4.2 Develop a detailed set of written instructions for data collection to address questions about the content and format of the database and associated electronic submission forms to be provided to SA-CPPW partners, contractors and workgroups as they are trained.

3.2.4.3 Provide ongoing technical assistance for all SA-CPPW partners, contractors and workgroups regarding data submission processes, instruments and requirements throughout the term of this agreement.

3.2.5 Report data on program activities and outputs on a monthly basis with reports due to the CPPW Program Manager by the third day of each month. The first monthly report covering the month of July 2010 will be due on August 3, 2010.

3.2.6 Provide quarterly data reports summarizing the monthly reports on the following dates in line with CDC programmatic reporting requirements:

Performance Period	Report due to CPPW	Report due to CDC
July 1, 2010 – September 30, 2010	October 3, 2010	October 10, 2010
October 1, 2010 – December 31, 2010	January 3, 2011	January 10, 2011
January 1, 2011 – March 31, 2011	April 3, 2011	April 10, 2011
April 1, 2011 – June 30, 2011	July 3, 2011	July 10, 2011
July 1, 2011 – September 30, 2011	October 3, 2011	October 10, 2011
October 1, 2011 – December 31, 2011	January 3, 2012	January 10, 2012
January 1, 2012 – March 18, 2012	April 3, 2012	April 10, 2012

3.2.7 Collect and analyze primary data of selected initiatives as set out in Attachments V, VI and VII, as necessary to support the overall evaluation plan, which may include the CDC CHANGE tool and a Key Leaders Survey.

3.2.7.1 Analyze the collected BRFSS and YRBS data for the 2010-2011 period for Bexar County, including descriptive statistics, trend analysis, and cross-tabulations of indicators requested by the City, and comparisons to peer communities, Texas, and U.S. and prepare a report for the City within 30 days of receiving cleaned and transformed datasets in electronic form from the City and/or SA-CPPW partners.

3.2.7.2 Administer the CDC CHANGE tool upon receipt of final tool from CDC, to collect data to assess current policy, systems and environmental change strategies that will be beneficial in setting priorities and allocating resources. Complete analysis of CHANGE data, develop a report and present findings to City staff by December 2011 and Leadership Team by February 2012

3.2.7.3 Adapt the Key Leader Survey and partner list from the Steps to a Healthier San Antonio Project to assess active leader support around policy and environmental change to reduce obesity and administer the Key Leader survey to a minimum of 30 key leaders by September 30, 2011. Complete analysis of Key Leader survey data, develop a report and present findings to City staff by December 2011 and Leadership Team by February 2012.

3.2.7.4 Collect, analyze, interpret, and develop appropriate reports on additional data as specified by the evaluation plan and Attachments V, VI, and VII.

3.2.8 Provide comprehensive evaluation reports addressing all indicators included in the evaluation plan including those data sources specified in 3.2.5 and 3.2.7. These written reports will be accompanied by a formal presentation to City staff, leadership team, and other key stakeholders and should include recommendations. Provide evaluation reports on the following dates:

Performance Period	Report due to CPPW	Report due to CDC
March 18, 2010 – March 18, 2011 (1 st year)	April 1, 2011	Not required
March 19, 2011 – March 18, 2012 (2 nd year)	May 1, 2012	Not required
March 18, 2010 – March 18, 2012 (entire grant period)	June 1, 2012	March 2013 sent by City staff

3.2.8.1 Attend Leadership Team, partner and other specified meetings related to SA-CPPW program in regards to program evaluation and performance monitoring as requested by the SA-CPPW Program Manager.

3.3 CONTRACTOR will assist the City, and designated SA-CPPW staff, in the preparation and selection of initiatives for consideration as topics for manuscript preparation and publishing by the CDC.

ATTACHMENT III

3.4 All work performed by CONTRACTOR hereunder shall be performed to the satisfaction of Director. The determination made by Director shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by CONTRACTOR, which is not satisfactory to Director. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should CONTRACTOR's work not be satisfactory to Director; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

3. Article IV, is deleted and replaced in its entirety with the amended language below:

IV.

COMPENSATION TO CONTRACTOR

4.1 In consideration of CONTRACTOR's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay CONTRACTOR an amount not to exceed THREE HUNDRED TWENTY FOUR THOUSAND NINE HUNDRED NINETY NINE AND NO/100THS (\$324,999.00) as total compensation, which is budgeted for such payment, as set forth and incorporated herein in the budget which is attached hereto as Attachment I.

4.2 No additional fees or expenses of CONTRACTOR shall be charged by CONTRACTOR nor be payable by City. The parties hereby agree that all compensable expenses of CONTRACTOR have been provided for in the total payment to CONTRACTOR as specified in section 4.1 above. Total payments to CONTRACTOR cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the San Antonio City Council by passage of an ordinance therefore.

4.3 Final acceptance of work products and services require written approval by City. The approval official shall be Director. Payment will be made to CONTRACTOR following written approval of the final work products and services by Director. City shall not be obligated or liable under this Agreement to any party, other than CONTRACTOR, for the payment of any monies or the provision of any goods or services.

4.4 The CONTRACTOR agrees to submit statements showing monthly itemized costs to the City associated with this Agreement. Reimbursement of eligible expenses, as determined by the City, will be made monthly according to standard procedures followed by City, as requested upon receipt of billing from the CONTRACTOR. Invoices will be due seven (7) days after the end of the monthly report period. The CONTRACTOR will submit to the City a monthly billing invoice to request payment of expenses incurred on or before the 7th day of each month. An invoice documenting final expenses associated with the Agreement will be submitted to the City ninety (90) days following June 1, 2012.

4.5 CONTRACTOR agrees to provide any and all documentation required for inclusion in any report concerning the ARRA-CPPW grant. All services required under this Agreement will be performed to City's satisfaction, and City will not be liable for any payment under this Agreement for services which are unsatisfactory and which have not been approved by City. The payment for services provided hereunder will not be paid until required reports, data, and documentation have been received and approved by the City.

4. Article V is deleted in its entirety and replaced with the revised language below:

V.
OWNERSHIP OF DOCUMENTS

5.1 City reserves the non-exclusive right, including each and every copyright, to use and reproduce all reports, data and materials delivered pursuant to this Agreement (the PROJECT) and reserves the right to authorize others to use or reproduce such materials. City understands that under Texas law, copyright ownership in any works authored by CONTRACTOR's faculty belongs to that author and not CONTRACTOR. Therefore, CONTRACTOR has no authority to bind its faculty to any copyright use or transfer agreement. City also acknowledges that local governmental records are public records and as such, CONTRACTOR cannot transfer or otherwise confer any right to City any rights in these materials. Nothing herein is intended nor shall it be construed to prohibit CONTRACTOR or its faculty access to the database, or to transfer any ownership in CONTRACTOR's best practice and benchmarking information to the City.

5.2 In the event that CONTRACTOR or its faculty contributors publishes the results of this study or uses any of the study materials for educational activities, or permits any third party to do so, CONTRACTOR or its faculty contributors shall acknowledge City's contribution to the project in any such materials and in agreement between the City and the CONTRACTOR regarding, assign authorship credit as appropriate.

5.3 In accordance with Texas law, CONTRACTOR acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code 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, Chapter 441 of the Texas Government Code. Thus, CONTRACTOR agrees that no such local government records produced by or on the behalf of CONTRACTOR pursuant to this Contract shall be the subject of any copyright or proprietary claim by CONTRACTOR.

5. The attachments to the Agreement identified below are hereby added to the Agreement and incorporated therein, copies of which is attached hereto and incorporated herein as Exhibits I, II and II respectively, and shall be effective as noted:

- **Exhibit I to this Amendment:** Attachment V – Nutrition Plan, to be effective for the period June 17, 2010 – June 1, 2012;

ATTACHMENT III

- **Exhibit II to this Amendment:** Attachment VI, Physical Activity Plan, to be effective for the period June 17, 2010 – June 1, 2012; and
 - **Exhibit III to this Amendment:** Attachment VII, Coalition Plan, to be effective for the period June 17, 2010 – June 1, 2012
6. All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.
7. This Agreement may be executed in several counterparts by the Parties hereto and each counterpart, when so executed and delivered, shall constitute an original instrument and such separate counterparts shall constitute but one and the same instrument.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, this the _____ day of _____, 2012.

City:
CITY OF SAN ANTONIO

Contractor:
**THE UNIVERSITY OF TEXAS HEALTH
SCIENCE CENTER AT HOUSTON**

Sharon De La Garza
Assistant City Manager

By: _____
Title: _____

Date: _____

By: _____
Title: _____

Date: _____

Approved as to Form:

City Attorney

**AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
FOR A PEDESTRIAN SAFETY ACTION PLAN
WITH THE SAN ANTONIO-BEXAR COUNTY
METROPOLITAN PLANNING ORGANIZATION**

This amendment is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as “City”), on behalf of the San Antonio Metropolitan Health District (SAMHD) acting by and through its City Manager, pursuant to Ordinance No. 2012-03-08-____ passed and approved on March __, 2012, and San Antonio-Bexar County Metropolitan Planning Organization (MPO), both of which may be referred to herein collectively as the “Parties”.

WHEREAS, the City entered into an agreement with MPO pursuant to Ordinance No. 2010-06-17-0552, passed and approved on June 17, 2010 for services related to the Development of a Pedestrian Safety Action Plan as part of the Communities Putting Prevention to Work (CPPW) Program; and

WHEREAS, SAMHD has determined that the term of the Agreement with the MPO should be extended until April 30, 2012; and

WHEREAS, it is in the best interest of the City and MPO that an amendment of the Agreement now be executed; **NOW THEREFORE:**

City and MPO agree to amend the Agreement as follows:

1. Article 2, Section 2.1 is amended as follows:
 - 2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on June 17, 2010 and terminate on April 30, 2012.
2. All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.
3. This Agreement may be executed in several counterparts by the Parties hereto and each counterpart, when so executed and delivered, shall constitute an original instrument and such separate counterparts shall constitute but one and the same instrument.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, this the _____ day of _____, 2012.

City:
CITY OF SAN ANTONIO

MPO:
SAN ANTONIO-BEXAR COUNTY
METROPOLITAN PLANNING
ORGANIZATION

Sharon De La Garza
Assistant City Manager

By: _____
Title: _____

Date: _____

By: _____
Title: _____

Date: _____

Approved as to Form:

Michael D. Bernard
City Attorney

**AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

This amendment is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "City"), on behalf of the San Antonio Metropolitan Health District (SAMHD) acting by and through its City Manager, pursuant to Ordinance No. 2012-03-08-_____ passed and approved on March __, 2012, and Macro International, Inc., (hereinafter referred to as CONTRACTOR), both of which may be referred to herein collectively as the "Parties".

WHEREAS, the City entered into an agreement with CONTRACTOR pursuant to Ordinance No. 2010-06-17-0552, passed and approved on June 17, 2010 for services related to the administration of the Communities Putting Prevention to Work (CPPW) SAMHD Youth Risk Behavior Survey (YRBS) to yield estimates of youth health protective and risk behaviors in the Fall of 2010 and Fall of 2011; and

WHEREAS, SAMHD has determined that the second administration of the YRBS should take place in Spring 2013; and

WHEREAS, CONTRACTOR has agreed to administer the YRBS in Spring 2013 and that there will be no change to the compensation level of the agreement; and

WHEREAS, it is in the best interest of the City that an amendment of the Agreement now be executed; **NOW THEREFORE:**

City and CONTRACTOR agree to amend the Agreement as follows:

1. Article 2, Section 2.1 is amended as follows:
 - 2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on June 17, 2010 and terminate on March 18, 2013.
2. Article III, Section 3.4 is replaced in its entirety and amended as follows:
 - 3.4 CONTRACTOR will meet the following targets within Year 2 Administration: Spring 2013:
 - 3.4.1 By August 31, 2012, SAMHD will provide CONTRACTOR the sample with intervals for selection of classrooms to achieve targeted sample sizes as presented by CDC.
 - 3.4.2 By September 30, 2012, SAMHD will provide CONTRACTOR with their draft of the district/school invitation letter. In turn, CONTRACTOR will provide SAMHD with drafts of the factsheet and parental permission forms (active and passive versions). Within 14 days of receipt, SAMHD and CONTRACTOR will review all documents, make any necessary edits, and SAMHD will return them to CONTRACTOR as approved and finalized.

3.4.3 By October 31, 2012, SAMHD will provide CONTRACTOR with the signed, personalized letters of invitation for the selected districts/schools as well the letters of support from the Texas Department of State Health Services and the Texas Education Agency to be included in the recruitment packets. SAMHD also will provide outreach to district/schools encouraging participation.

3.4.4 By November 30, 2012, CONTRACTOR will in turn send the recruitment packets and initiate the recruitment process with each district/school selected for the San Antonio Metropolitan Health District YRBS. Upon agreement to participate, CONTRACTOR will obtain from schools the class lists to randomly select classes based on the protocol established by the CDC. About 4 to 5 classes per school are projected by SAMHD to be selected.

3.4.5 By December 15, 2012, CONTRACTOR will recruit, hire, and train data collectors. Data collectors will serve as a liaison with the school contact, coordinate the survey administration at each school, and facilitate the conduct of make-ups in those schools agreeing to participate.

3.4.6 By December 15, 2012, CONTRACTOR will work with the school liaison to schedule data administration on the school's preferred date. CONTRACTOR will conduct all data collection activities in as many of the selected schools as are willing to cooperate, following the protocol for the National YRBS. CONTRACTOR will provide pencils, student questionnaire envelopes, permission forms, and other materials comparable to those provided in the national YRBS.

3.4.7 CONTRACTOR will inform SAMHD of biweekly progress through a tracking report. CONTRACTOR will consult promptly with SAMHD on any district or school refusing to participate to develop conversion strategies. This may include identifying supportive individuals and health advocates to assist with the process.

3.4.8 By February 28, 2013, CONTRACTOR will complete data collection in all the schools including makeup or absentees.

3.4.9 By March 15, 2013, CONTRACTOR will review questionnaire booklets to prepare for optical scanning by the CDC Vendor and then ship or transport all data administration materials by secure and traceable means to the CDC Vendor at the address designated by SAMHD.

3. The attachment to the Agreement identified below is hereby revised and replaced in its entirety, a copy of which is attached hereto and incorporated herein as Exhibit I, and shall be effective as noted:

- **Exhibit I to this Amendment:** Attachment I – Project Budget, to be effective for the period June 17, 2010 – March 18, 2013.

ATTACHMENT V

- 4. All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

- 5. This Agreement may be executed in several counterparts by the Parties hereto and each counterpart, when so executed and delivered, shall constitute an original instrument and such separate counterparts shall constitute but one and the same instrument.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, this the _____ day of _____, 2012.

City:
CITY OF SAN ANTONIO

Contractor:
MACRO INTERNATIONAL, INC.

Sharon De La Garza
Assistant City Manager

By: _____
Title: _____

Date: _____

By: _____
Title: _____

Date: _____

Approved as to Form:

Michael D. Bernard
City Attorney

PROJECT BUDGET

<i>Invoice Schedule</i>	<i>Description of Performance Phase</i>	<i>Itemized Amount</i>
YEAR 1 ADMINISTRATION: FALL 2010		
July 15, 2010	Recruitment materials preparation, developing tracking system	\$5,000
October 29, 2010	School recruitment/classroom sampling for the first 12 schools	\$8,000
November 20, 2010	School recruitment/classroom sampling for the remaining schools	\$8,000
October 22, 2010	Completion of data collector training	\$8,000
November 12, 2010	Completion of data collection in first 12 schools	\$8,000
December 17, 2010	Completion of data collection in remaining schools	\$8,000
December 30, 2010	Data preparation and delivery of answer sheets to CDC Vendor	\$5,000
Year 1 Total		\$50,000.00
YEAR 2 ADMINISTRATION: SPRING 2013		
November 30, 2012	Recruitment materials preparation, developing tracking system	\$5,000
December 15, 2012	School recruitment/classroom sampling for the first 12 schools	\$8,000
December 15, 2012	School recruitment/classroom sampling for the remaining schools	\$8,000
December 15, 2012	Completion of data collector training	\$8,000
February 28, 2013	Completion of data collection in first 12 schools	\$8,000
February 28, 2013	Completion of data collection in remaining schools	\$8,000
March 15, 2013	Data preparation and delivery of answer sheets to CDC Vendor	\$5,000
Year 2 Total		\$50,000.00
TOTAL BUDGET		\$100,000.00

**AMENDMENT TO
FUNDING AND SHARED USE AGREEMENT**

This amendment is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "City"), on behalf of the San Antonio Metropolitan Health District (SAMHD) acting by and through its City Manager, pursuant to Ordinance No. 2012-03-08-____ passed and approved on March __, 2012, and the San Antonio Housing Authority (SAHA), both of which may be referred to herein collectively as the "Parties".

WHEREAS, the City entered into an agreement with SAHA pursuant to Ordinance No. 2011-06-23-0589, passed and approved on June 23, 2011 for the improvement of walking trails at designated SAHA properties and that said trails would be made available to the residents of SAHA properties and the general public as part of the Communities Putting Prevention to Work (CPPW) program; and

WHEREAS, SAHA has requested that the scope and budget of the project be reduced from improving five walking trails down to four walking trails, with a commensurate reduction in the approved budget for the project; and

WHEREAS, the City has determined that wage requirement language should be included within the aforementioned agreement; and

WHEREAS, the Parties have agreed to the amendment of the Agreement; **NOW THEREFORE**:

City and SAHA agree to amend the Agreement as follows:

1. Article II of the Agreement is amended by replacing Section 2.1 with the following language:
 - 2.1 This agreement becomes effective immediately upon execution by SAHA and the City and will terminate on April 30, 2012

2. Article IV of the Agreement is amended by replacing Section 4.1 with the following language:
 - 4.1 In consideration of SAHA'S performance of all services and activities set forth in this Agreement, City agrees to reimburse SAHA for all Eligible Expenses (as defined in Section 7.01) for the Project incurred hereunder in an amount not to exceed ONE HUNDRED SIXTY FIVE THOUSAND TWO HUNDRED AND NINETY SIX DOLLARS AND NO/100THS (\$165,296.00).

3. Article V of the Agreement is amended by replacing Section 5.1.2 with the following language:
 - 5.1.2 Planning, improvement and installation of infrastructure for walking and biking trails on the following four (4) SAHA community properties:

- 1) Alazan Courts
1011 S. Brazos
- 2) Cassiano Apartments
2919 S. Laredo
- 3) Lincoln Heights Apartments
1315 N. Elmendorf
- 4) Springview Apartments
722 S. Rio Grande

4. Article XII of the agreement is amended by the addition of Sections 12.12 and 12.13 as set out below:

12.12 Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work identified in this Agreement will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage

ATTACHMENT VI

determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determinations; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) in the event the contractor, the laborers or mechanics to be employed in the classification or their representatives and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).

12.13 Enforcement. Notwithstanding Section 12.12 above, DISTRICT or its contractor shall forfeit as a penalty to the City sixty dollars (\$60.00) for each laborer, workman, or mechanic employed, for each calendar day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under said contract, by the contractor or any sub-contractor under him.

5. Attachment I – Budget, is replaced in its entirety with the document attached hereto and incorporated herein, as Exhibit I and shall be effective for the term of the Agreement.
6. All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.
7. This Agreement may be executed in several counterparts by the Parties hereto and each counterpart, when so executed and delivered, shall constitute an original instrument and such separate counterparts shall constitute but one and the same instrument.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, this the _____ day of _____, 2012.

City:
CITY OF SAN ANTONIO

SAN ANTONIO HOUSING AUTHORITY:

Sharon De La Garza
Assistant City Manager

By: _____
Title: _____

Date: _____

Approved as to Form:

City Attorney

Attachments:
Exhibit I – Revised Budget (Attachment I to the Agreement)

Walking Trails		Totals
Alazan Courts		\$36,500
Materials		
Labor		
Cassiano Apartments		\$20,250
Materials		
Labor		
Lincoln Heights Apartments		\$21,335
Materials	\$11,817	
Labor	\$19,500	
Springview Apartments		\$47,634
Materials	\$17,575	
Labor	\$26,000	
Walking Trails Total		\$125,719
Famer's Market		
HemisView Village Apartments		\$39,577
Materials	\$24,477	
Labor	\$6,500	
Utilities	\$6,600	
Supplies	\$1,500	
Permits & Fees	\$500	
Project Total		\$165,296

**AMENDMENT TO
MEMORANDUM OF AGREEMENT**

This amendment is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "City"), on behalf of the San Antonio Metropolitan Health District (SAMHD) acting by and through its City Manager, and the _____ Independent School District (DISTRICT), which is an Independent School District organized under Education Code Chapter 11, both of which may be referred to herein collectively as the "Parties".

WHEREAS, the City entered into an agreement with DISTRICT pursuant to Ordinance No. 2010-11-04-0958, passed and approved on November 4, 2010 to conduct two special administrations of the Youth Risk Behavior Survey (YRBS) in Bexar County high schools - once in the fall of 2010 and again towards the close of the project (March 2012) as part of the Communities Putting Prevention to Work (CPPW) program; and

WHEREAS, the CPPW grant has been given a "no cost extension" that extends to March 18, 2013 to continue grant activities and programs and the Parties have determined that the second administration of the YRBS should occur in January/February of 2013; and

WHEREAS, the City has determined that additional funds are available to provide additional incentives and cover expenses in the administration of the YRBS in 2013; and

WHEREAS, the Parties have agreed to the amendment of the Agreement; **NOW THEREFORE:**

City and DISTRICT agree to amend the Agreement as follows:

1. Article III of the Agreement is amended by replacing Section 3.1 with the following language:
 - 3.1 The City will pay District an incentive award in a total amount not to exceed TWO THOUSAND HUNDRED AND NO/100THS DOLLARS (\$2,000.00) for agreeing to participate in the first CPPW special administration of the YRBS and an additional TWO THOUSAND FIVE HUNDRED AND NO/100THS (\$2,500.00) for the second CPPW special administration of the YRBS.

2. Article IV of the Agreement is amended by replacing Section 4.1 with the language below:
 - 4.1 By execution of this Agreement the District agrees to participate if high school(s) within the District are randomly selected by the CDC in the CPPW special administrations of the YRBS in the fall of 2010 or in January/February of 2013.

3. Article V of the agreement is amended by replacing Sections 5.1 as set out below:
 - 5.1 This agreement becomes effective immediately upon execution by the District and the City and will terminate on March 18, 2013.

4. Attachment I to the Agreement is replaced in its entirety with the document attached hereto and incorporated herein, as Exhibit I.
5. All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.
6. This Agreement may be executed in several counterparts by the Parties hereto and each counterpart, when so executed and delivered, shall constitute an original instrument and such separate counterparts shall constitute but one and the same instrument.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, this the _____ day of _____, 2012.

City:
CITY OF SAN ANTONIO

District:
_____ **INDEPENDENT SCHOOL DISTRICT**

Sharon De La Garza
Assistant City Manager

By: _____
Title: _____

Date: _____

Approved as to Form:

City Attorney

Attachment I
_____ Independent School District

I. Incentive awards for District:

a)	Incentive award for participation by District	\$	2,000.00
b)	Incentive award per selected high school (Fall 2010) (\$1,000.00 per school)	\$	-----

Fall 2010 Total: \$ _____

c)	Incentive awarded for participation by District	\$	2,500.00
d)	Incentive award per selected high school (Jan/Feb 2013) (\$1,000.00 per school)	\$	-----

January/February 2013 Total: \$ _____

Total of all incentive awards paid to District: \$ _____

II. Selected high schools (if applicable):

1. school name
Campus coordinator: _____

2. school name
Campus Coordinator

**AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

This amendment is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "City"), on behalf of the San Antonio Metropolitan Health District (SAMHD) acting by and through its City Manager pursuant to Ordinance No. 2012-03-08-____ passed and approved on March __, 2012, and the San Antonio Housing Authority (SAHA), both of which may be referred to herein collectively as the "Parties".

WHEREAS, the City entered into an agreement with SAHA pursuant to Ordinance No. 2011-06-16-0508, passed and approved on June 16, 2011 for the implementation of a sustainable Ride to Own program to provide residents in the grant area access to useable bikes and bike programs, as well as bicycle safety information and will offer neighborhood groups opportunities for group physical activity and impact normative beliefs regarding physical activity as part of the Communities Putting Prevention to Work (CPPW) program; and

WHEREAS, the CPPW grant has been given a "no cost extension" that extends to March 18, 2013 to continue grant activities and programs and the Parties have determined that the term of the Ride to Own agreement should be extended to take advantage of the extension of the grant term; and

WHEREAS, the City has determined that additional funds are available to provide additional bicycles for the Ride to Own program during the no cost extension period; and

WHEREAS, the Parties have agreed to the amendment of the Agreement; **NOW THEREFORE:**

City and SAHA agree to amend the Agreement as follows:

1. Article II of the Agreement is amended by replacing Section 2.1 with the following language:
 - 2.1 This agreement becomes effective immediately upon execution by the SAHA and the City and will terminate on October 31, 2012.

2. Article IV of the Agreement is amended by replacing Section 4.1 with the language below, and by deleting subsection 4.1.1:
 - 4.1 The City will procure a total of 1000 bicycles (a mixture of pre-assembled adult and youth bikes), as well as a comparable number of adult and children's helmets, and bicycle locks (referred to collectively as the Equipment). The City will also provide up to SIXTY THOUSAND AND NO/100THS DOLLARS (\$60,000.00) to purchase additional youth bicycles. From the existing inventory of adult medium bicycles, a sufficient number will be transferred from SAHA possession to the YMCA, as directed by the City. Transfer and pick-up of the bicycles will be the responsibility of the YMCA.

3. Article V of the agreement is amended by replacing Sections 5.2, 5.3 and 5.4.9 as set out below:
- 5.2 The SAHA will select a minimum of five (5) properties to implement the Ride to Own program. The Program requirements and criteria will be uniform in all SAHA communities. Case Managers at each property/community will oversee the Program. The SAHA will have the option of increasing the number of properties included in the Program. The SAHA will inform the City of any new properties added to the Program.
- 5.3 The SAHA agrees that it will distribute a minimum of 25 bikes and corresponding Equipment a month to each of the five (5) selected SAHA communities to participants who have completed the Program. In the event that the SAHA has expanded the number of properties involved, the number of bikes distributed per community/property may be adjusted upon consultation with City.
- 5.4.9 Miscellaneous provisions of the Program:
- Program participants should have the opportunity to complete the program in a month,
 - There should be a minimum of 25 new participants per site each month,
 - Participants can complete the program at their own pace, but should be encouraged to complete the program within the month they began the program,
 - All participants must complete the program and receive Equipment by October 31, 2012,
 - Participants will be assigned a bike and equipment when they begin the Program,
 - The bike and Equipment will not be used by anyone else throughout the Program unless the participant has been dropped from the Program, as determined by a Case Manager,
 - Once the participant completes the Program, they will be given the bike and Equipment permanently to keep at their residence,
 - SAHA residents will be allowed to attend bike events, and other Program activities more than once, but each SAHA resident is limited to receiving only one (1) bike and corresponding equipment through the Program.
4. All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

ATTACHMENT VIII

5. This Agreement may be executed in several counterparts by the Parties hereto and each counterpart, when so executed and delivered, shall constitute an original instrument and such separate counterparts shall constitute but one and the same instrument.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, this the _____ day of _____, 2012.

City:
CITY OF SAN ANTONIO

SAN ANTONIO HOUSING AUTHORITY:

Sharon De La Garza
Assistant City Manager

By: _____
Title: _____

Date: _____

Approved as to Form:

City Attorney