

STATE OF TEXAS
COUNTY OF BEXAR

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NEW MEDICAL CENTER AREA PARK
CONTRIBUTION AGREEMENT

This New Medical Center Area Park Contribution Agreement (the “Agreement”) is made and entered into as of the Effective Date by and between the City of San Antonio, a municipal corporation (the “City”) pursuant to Ordinance No. _____ approved on _____, 2025, and the San Antonio Medical Foundation and the Medical Center Alliance both 501 (c)(3) non-profit corporations (herein after referred to as “SAMF” and “MCA” respectively). The City, SAMF, and MCA are each referred to herein as a “Party” and collectively as “Parties”.

RECITALS

WHEREAS, on May 7, 2022, San Antonio voters approved the 2022-2027 Bond Program, consisting of six propositions totaling \$1.2 Billion, which included \$3,250,000 under Proposition C Parks & Recreation associated with the New Medical Center Area Park LF (the “Project”); and

WHEREAS, the Project will facilitate the development and construction of a new park which may include land acquisition, park connectivity, and site amenities within available funding; and

WHEREAS, in November 2023, the San Antonio Medical Foundation Board of Trustees approved funding in the amount of \$1,000,000 towards the Project as well as the donation of one acre of land; and

WHEREAS, the Medical Center Alliance will contribute \$1,000,000 towards the design development of the Project and necessary real estate acquisitions; and

WHEREAS, Exhibit B to this Agreement documents the Project location, the location of the donated one acre, proof of the \$1,000,000 in funds attributable to the San Antonio Medical Foundation (“SAMF”); and

WHEREAS, the City has agreed to contribute funds towards the completion of the Project in the amount not to exceed City contribution of \$3,250,000 inclusive of bid amount, project contingency, construction administration and management, and

WHEREAS, the Parties intend this Agreement to set forth each Party’s responsibilities and obligations in connection with use for the Project;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is agreed between the Parties as follows:

I. PURPOSE

1.1 This Project will facilitate the development and construction of a new park which may include land acquisition, park connectivity, and site amenities within available funding.

II. TERM

2.1 Unless sooner terminated in accordance with provisions in this Agreement, the term of this Agreement shall commence upon City Council approval and execution of the Agreement by all Parties and continue until Project Completion (as defined below) at which time this Agreement shall terminate.

2.2 Project completion shall occur when the construction of the Project is accepted by the City and retainage is released to the contractor, a period not to exceed five years.

III. OBLIGATION OF SAN ANTONIO MEDICAL FOUNDATION

3.1 San Antonio Medical Foundation Project will contribute \$1,000,000 and donate one acre of land towards the Project. The contribution is available from the San Antonio Medical Foundation's SAMF Fund Account. SAMF agrees to work cooperatively with City to transfer ownership of the one-acre parcel depicted in **Exhibit B**.

3.2 SAMF's contributions to the City must be used by City solely in connection with the Project. Under no circumstances will SAMF be responsible for any amounts or services in excess of SAMF Funding.

IV. OBLIGATION OF MEDICAL CENTER ALLIANCE

4.1 Medical Center Alliance Project will contribute \$1,000,000 for project design and real property acquisition costs in support of the Project. MCA will provide to City a financial breakdown of the design costs and will provide the final design documents to City.

V. OBLIGATION OF THE CITY

5.1 City will contribute the funding for the Project in an amount not to exceed \$3,250,000. City's Funding shall constitute the City's total contribution to the Project. No City funding will be directed to SAMF or MCA. Contingency and any savings of City funds that are not expended on the Project shall be retained by the City. Under no circumstances shall the City be responsible for any amounts or services in excess of City's Funding.

5.2 City will undertake construction of the Project through its contractor and will take reasonable measures to ensure the Project is delivered and completed pursuant to the Project

Scope, Project Budget, and Project Schedule described in **Exhibit A**.

5.3 Upon request by SAMF or MCA or its representative(s), the City will provide updates on the progress of the Project.

VI. MEDIA

6.1 All press releases or other public communications of any nature whatsoever relating to the subject matter of this Agreement, and the method of the release for publication thereof, will be subject to the prior mutual written approval of the Parties. Notwithstanding anything herein to the contrary, each Party has the right to publicly disclose this Agreement and its subject matter as required by applicable laws, including without limitation, the Texas Public Information Act, Chapter 552, *Texas Government Code*, without the prior written approval of the other Party.

VII. NOTICE

7.1 Any notices required or permitted under this Agreement must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The parties may change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

If to City:

Razi Hosseini, P.E., R.P.L.S.
Director/City Engineer,
Public Works Department
P.O. Box 839966
San Antonio, Texas 78283-
3966

**If to San Antonio Medical
Foundation:**

Richard Perez
President
P.O Box 29736
San Antonio, Texas 78829

**If to Medical Center
Alliance:**

Bill Balthrope
Chairman
P.O Box 8278
San Antonio, Texas 78208

VIII. APPLICABLE LAW

8.1 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. 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.

IX. COMPLIANCE WITH LAWS

9.1 Each Party will comply with all applicable federal, state, and local laws, rules, and regulations, which may apply to the performance of their respective obligations under this Agreement.

X. AMENDMENTS

10.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions or deletions to the terms hereof, shall be effected by an amendment, in writing, executed by the Parties under authority granted by the Parties' respective governing bodies.

10.2 Notwithstanding the foregoing, the Public Works Department Director, or designee, is authorized to reallocate City Funding between the Project line items set out in the Project Budget without further City Council action, so long as such reallocation does not materially change the Project purpose set out in Article I.

10.3 The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto, and will become effective on the date designated by such law or by regulation.

XI. SEVERABILITY

11.1 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.

XII. LEGAL AUTHORITY

12.1 The signatories to this Agreement represent, warrant, assure, and guarantee that they have full legal authority to execute this Agreement on behalf of the Party for which they are signing and to bind such Party to all of the terms, conditions, provisions, and obligations herein contained.

XIII. MISCELLANEOUS PROVISIONS

13.1 This Agreement shall be binding on and inure to the benefit of the Parties and their respective administrators, legal representatives, successors and assigns, except as otherwise expressly provided herein.

13.2 The Parties will neither assign its rights nor delegate its duties under this Agreement without the prior written consent of the other Party.

13.3 The City of San Antonio is a municipal corporation and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority granted to it under the Constitution and the laws of the state of Texas. SAMF and MCA acknowledge that the City of San Antonio is a municipal corporation created under the laws of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by the City of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law. Nothing in this agreement shall be construed to waive the City's Governmental Immunity from a lawsuit, which immunity is expressly retained to the extent it is not clearly and unambiguously waived by state law.

13.5 Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.

13.6 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship between the Parties.

13.7 Unless otherwise noted in this agreement, each Party will be responsible for its own costs and expenses incurred in connection with the undertakings contemplated in this Agreement. There will be no exchange of funds or other resources among the Parties.

13.8 Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove

such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

XIV. ENTIRE AGREEMENT

14.1 This Agreement, together with its authorizing ordinance and its exhibits, constitute the final and entire Agreement between the Parties hereto and contain all of the terms and conditions agreed upon. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto, unless same is in writing, dated subsequent to the date hereto, and duly executed by the Parties, in accordance with this Agreement. This Agreement shall supersede any and all prior written and oral agreements between the Parties.

XV. COUNTERPARTS

15.1 For convenience of the Parties hereto, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original for all purposes.

[SIGNATURE PAGE TO FOLLOW]

THE CITY OF SAN ANTONIO

John Peterek
Interim Assistant City Manager

SAN ANTONIO MEDICAL FOUNDATION

Richard Perez

Richard Perez
President
San Antonio Medical Foundation

MEDICAL CENTER ALLIANCE

William Balthrope

Bill Balthrope
Chairman
Medical Center Alliance

APPROVED AS TO FORM:

Assistant City Attorney

EXHIBIT A PROJECT SCOPE

Project Description:

The Project will facilitate the development and construction of a new park which may include land acquisition, park connectivity, and site amenities within available funding.

Project Budget:

City will utilize allocated funds for construction of the project to include the \$3,250,000 authorized under the 2022 Bond Program Proposition C Parks and Recreation and the \$1,000,000 contribution from San Antonio Medical Foundation. Project design and land acquisition will be contributed from the Medical Center Alliance up to a maximum of \$1,000,000.

Project Schedule:

Project design began in January 2023 and estimated for completion in February 2025. Construction is anticipated to begin in October 2025 and estimated for completion in August 2027.

EXHIBIT B
LOCATION OF PROPERTY

