

**RENEWAL AND AMENDMENT OF INTERLOCAL AGREEMENT
BETWEEN**

**THE CITY OF SAN ANTONIO AND THE UNIVERSITY OF TEXAS HEALTH SCIENCE
CENTER AT TYLER AGREEMENT**

This renewal and amendment of the Interlocal Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation, ("City") acting by and through the San Antonio Metropolitan Health District ("Metro Health") and The University of Texas Health Science Center at Tyler ("CONTRACTOR"), an institution of the University of Texas System and an agency of the State of Texas, both of which may be referred to herein collectively as the "Parties."

The Parties hereto severally and collectively agree and by the execution hereof are bound to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

WHEREAS, through Ordinance No. 2022-11-03-0851, passed and approved on November 3, 2022, the City of San Antonio City Council authorized the execution of an Interlocal Agreement ("Agreement") with CONTRACTOR; and

WHEREAS, said Agreement provides that CONTRACTOR provide physician service for medical and technical consultation services related to various aspects of TB control for Metro Health's Tuberculosis Prevention and Control Program; and

WHEREAS, the Agreement executed on November 4, 2022 provides for an initial term commencing on October 1, 2022 and terminating on September 30, 2023; and

WHEREAS, the Agreement between the Parties provides for the option to renew by mutual consent of the Parties for four additional one-year terms without further City Council action; and

WHEREAS, the Parties executed a renewal of the Agreement on August 15, 2023 and renewed the Agreement for a one-year term from October 1, 2023 through September 30, 2024; and

WHEREAS, the Parties wish to renew the Agreement for CONTRACTOR to continue to provide medical and technical consultation services for an additional one-year term for the period of October 1, 2024 through September 30, 2025 and due to an increase in costs and expenses, amend the Agreement to increase the total compensation during the renewal period and any additional renewal period thereafter, if any; **NOW THEREFORE:**

I. RENEWAL

Pursuant to the provisions of Section 2.1 of the Agreement City and CONTRACTOR mutually agree to renew and extend the term of said Agreement for a period of one year, commencing on October 1, 2024 and terminating on September 30, 2025, under the same terms conditions as stated in said Agreement, except as amended herein.

II. AMENDMENTS

Article IV. Compensation to University, Section 4.1 and 4.2 of the Agreement are amended to increase the compensation during the second renewal term and any renewal term thereafter, if any, and read as follows:

4.1 In consideration of UNIVERSITY'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 UNIVERSITY an amount not to exceed ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) as total compensation to be paid to UNIVERSITY in the manner set forth in Section 4.2.

In consideration of UNIVERSITY's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, during the renewal period of October 1, 2024 through September 30, 2025 and any additional renewal period thereafter, if any, City agrees to pay UNIVERSITY an amount not to exceed ONE HUNDRED THIRTY EIGHT THOUSAND DOLLARS (\$138,000.00) as total compensation to be paid to UNIVERSITY in the manner set forth in Section 4.2.

4.2 City agrees to pay UNIVERSITY upon receipt of an invoice submitted in accordance with this section. UNIVERSITY shall submit invoices monthly in the amount of \$10,000.00 throughout the term of this Agreement. During the renewal period of October 1, 2024 through September 30, 2025 and any additional renewal period thereafter, if any, UNIVERSITY shall submit invoices monthly in the amount of \$11,500.00 throughout the term of the Agreement. Each invoice shall outline the work completed during the previous period in accordance with the stated scope of work for the contract term described in Article III above and the amount due and owing. City shall pay the invoice from UNIVERSITY within 30 days after the date on which City receives the invoice. The total payments hereunder shall not exceed the amount set forth in Section 4.1 above, without prior approval and agreement of all Parties, evidenced in writing.

III. Terms and Conditions

All other terms, conditions, covenants and provisions of the Agreement are hereby continued and shall remain in effect in their original form.

Executed this the _____ day of _____, 2024.

**THE UNIVERSITY OF TEXAS
HEALTH SCIENCE CENTER AT
TYLER**

CITY OF SAN ANTONIO

DocuSigned by:


Daniel Deslatte
Chief Business Officer

Claude A. Jacob, DrPH, MPH
Health Director
San Antonio Metropolitan Health District

Date: 10/28/2024

Date: _____

READ AND UNDERSTOOD

APPROVED AS TO FORM:



Lisa Y. Armitige, M.D.
Medical Director
Heartland National TB Center

City Attorney