

# City of San Antonio



## AGENDA

### City Council A Session

Municipal Plaza Building  
114 W. Commerce Street  
San Antonio, Texas 78205

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**Thursday, June 6, 2024**

**9:00 AM**

**Municipal Plaza Building**

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The City Council will hold its regular meeting in the Norma S. Rodriguez Council Chamber in the Municipal Plaza Building beginning at the above referenced date and time for the following items. Once convened, the City Council will take up the following items in any order during the meeting but no sooner than the designated times.

#### **9:00AM: Call to Order**

Members of the public can comment on items on the agenda. To sign up to speak visit [www.saspeakup.com](http://www.saspeakup.com). Click on meetings and events and select the meeting you'd like to participate in. Sign up to speak or submit a written comment. Questions relating to these rules may be directed to the Office of the City Clerk at (210) 207-7253.

Individuals signing up for public comment may register for VIA bus fare or parking validation at [www.saspeakup.com](http://www.saspeakup.com). VIA bus fare or parking at City Tower Garage (located at 100 Blk N. Main) will be provided to individuals who request the assistance. Staff will provide VIA bus fare passes and parking validation tickets in the lobby of City Council Chambers.

To view the Live meeting please view our [Live Stream](#)

During the meeting, the City Council may meet in executive session for consultation with the City Attorney's Office concerning attorney-client matters under Chapter 551 of the Texas

Government Code.

### **ACCESS STATEMENT**

**The City of San Antonio ensures meaningful access to City meetings, programs and services by reasonably providing: translation and interpretation, materials in alternate formats, and other accommodations upon request. To request these services call (210) 207-2098 or Relay Texas 711 or by requesting these services online at <https://www.sanantonio.gov/gpa/LanguageServices>. Providing at least 72 hours' notice will help to ensure availability.**

Intérpretes en español estarán disponibles durante la junta del consejo de la ciudad para los asistentes que lo requieran. También se proveerán intérpretes para los ciudadanos que deseen exponer su punto de vista al consejo de la ciudad. Para más información, llame al (210) 207-7253.

For additional information on any item on this agenda, please visit [www.sanantonio.gov](http://www.sanantonio.gov) or call (210) 207-7080.

**43.**

**2024-06-06-0414**

Ordinance authorizing an agreement with It's Time Texas, Inc. for the San Antonio Metropolitan Health District's Mayor's Fitness Council Student Ambassador Program to address healthy eating, mental wellness and physical activity in an amount up to \$50,000 for the term beginning June 1, 2024 through September 30, 2024, with the option to renew for one, one-year term, for a total contract amount up to \$100,000, inclusive of renewal. Funding of \$50,000 is from the General Fund FY 2024 Adopted Budget. Funding for subsequent years is contingent upon City Council approval of the annual budget. [Erik Walsh, City Manager; Claude A. Jacob, Director, Health]

### **THE CITY COUNCIL MAY RECESS FOR LUNCH AND RECONVENE TO CONSIDER ANY UNFINISHED COUNCIL BUSINESS**

6:00 P.M. – If the Council has not yet adjourned, the presiding officer shall entertain a motion to continue the council meeting, postpone the remaining items to the next council meeting date, or recess and reconvene the meeting at a specified time on the following day.

Printed on: 04/06/2025 08:01 AM



# City of San Antonio

## Agenda Memorandum

**File Number:**

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**Agenda Item Number:** 43

**Agenda Date:** June 6, 2024

**In Control:** City Council A Session

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**DEPARTMENT:** Health Department

**DEPARTMENT HEAD:** Claude Jacob

**COUNCIL DISTRICTS IMPACTED:** Citywide

**SUBJECT:**

Ordinance authorizing an agreement with It's Time Texas, Inc. for services for the Mayor's Fitness Council Student Ambassador Program.

**SUMMARY:**

This ordinance authorizes the execution of an agreement with It's Time Texas, Inc. for services for the San Antonio Metropolitan Health District's (Metro Health) Mayor's Fitness Council Student Ambassador Program in an amount up to \$50,000.00 for a term beginning June 1, 2024 and ending on September 30, 2024, with the option to renew for one, one-year term, for a total contract value up to \$100,000.00, inclusive of renewal. Funding in the amount of \$50,000.000 is available in the General Fund FY 2024 Adopted Budget. Funding for subsequent years is contingent upon City Council approval of the annual budget and funds.

**BACKGROUND INFORMATION:**

The mission of the Mayor's Fitness Council (MFC) is to increase awareness and connect San Antonio residents to opportunities for improved emotional well-being, physical activity, and healthy eating. The MFC has five committees to carry out its mission: Executive; Communications; Community; the San Antonio Business Group on Health (SABGH); and the Healthy Schools Committee. The Healthy Schools Committee aims to improve nutrition and

physical activity through school-based programs and to promote and support the MFC Student Ambassador Program.

The mission of the MFC Student Ambassador Program is to involve San Antonio youth in Mayor Ron Nirenberg's initiative to improve the health of San Antonio. Since 2012, the MFC's Student Ambassador Program has enrolled an average of 45-50 students per year, providing students with the opportunity to represent the MFC by promoting and encouraging healthy eating, mental wellness, and physical activity.

Student Ambassadors dream up, evaluate, present, and execute health service projects at either their school campus or in their surrounding community, such as a local library, community center, or faith-based community organization. The goals of the health service project are for Student Ambassadors to better educate their peers and members of the community about the importance of being more physically active, making better nutrition and lifestyle choices, consuming water as a healthy alternative, as well as working to meet an identified health, wellness, physical fitness, mental health or nutrition need. Each year, the program aims to enroll a total of 50 middle and high school students into the 2-year Student Ambassador Program. During Year 1, the program trains and shares resources with the newly enrolled student ambassadors. During Year 2, the student ambassadors implement and evaluate their health service projects and present/showcase their health service project outcomes at an end of the school year celebration event and program graduation.

In order for student ambassadors to plan and implement a health service project in their communities, Metro Health seeks to execute an agreement with It's Time Texas, Inc. to provide services to track and administer funds for the students' health service projects in an efficient and timely manner.

It's Time Texas has been the fiduciary to the MFC and Student Ambassador Program for the past 12 years. As a statewide nonprofit agency working to bring people, organizations and communities together to take action that supports health for all, now and for generations to come, It's Time Texas offers health and wellness services, including free classes and health coaching, and encourages friendly competition through the It's Time Texas Community Challenge. The Community Challenge is a free eight-week competition that challenges Texans to develop simple healthy habits like eating healthy, exercising, and staying hydrated. The City of San Antonio has been recognized for winning the Metropolitan Category of the Community Challenge for the past nine years.

## **ISSUE:**

Metro Health requests City Council authorize the execution of an agreement with It's Time Texas, Inc. to provide services, to support the Mayor's Fitness Council Student Ambassador Program in an amount up to \$50,000.00 for a term beginning June 1, 2024 and ending on September 30, 2024, with the option to renew for one, one-year term, for a total contract value up to \$100,000.00, inclusive of renewal. Funding for the initial term in the amount of \$50,000.00 is available in the General Fund FY 2024 Adopted Budget. Funding for subsequent years is contingent upon City Council approval of the annual budget and funds.

**ALTERNATIVES:**

Should City Council choose not to approve this ordinance, Metro Health will need to seek alternate means to provide services to Mayor's Fitness Council Student Ambassador Program participants and staff which may result in service disruption.

**FISCAL IMPACT:**

This ordinance authorizes the execution of an agreement with It's Time Texas, Inc. for services for the Mayor's Fitness Council Student Ambassador Program in an amount up to \$50,000.00 for the term June 1, 2024 through September 30, 2024, with the option to renew for one, one-year term, for a total contract value up to \$100,000.00, inclusive of renewal.

Funding for the initial term in the amount of \$50,000.00 is available in the General Fund FY 2024 Adopted Budget. Funding for subsequent years is contingent upon City Council approval of the annual budget and funds.

**RECOMMENDATION:**

Staff recommends approval.

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
MAYOR’S FITNESS COUNCIL- STUDENT AMBASSADOR PROGRAM**

STATE OF TEXAS                   §  
   §  
COUNTY OF BEXAR           §

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation (“City”) acting by and through its City Manager or designee pursuant to Ordinance No. \_\_\_\_\_ passed and approved on \_\_\_\_\_2024, and It’s Time Texas, Inc. by and through its Chief Executive Officer (“Contractor”) 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.

**I. DEFINITIONS**

As used in this Agreement, the following terms shall have meanings as set out below:

- 1.1       “City” is defined in the preamble of this Agreement and includes its successors and assigns.
- 1.2       “Contractor” is defined in the preamble of this Agreement and includes its successors.
- 1.3       “Director” shall mean the director of City’s San Antonio Metropolitan Health District (“Metro Health”).

**II. TERM**

- 2.1       Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on June 1, 2024 and terminate on September 30, 2024. The City may, at its sole option have the right to renew this Agreement for one (1), one (1) year renewal. The renewal shall be in writing and signed by the Director without further action by the San Antonio City Council.
- 2.2       If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City’s budget periods, and any additional contract period beyond the initial term set forth in 2.1 is subject to and contingent upon subsequent appropriation.

**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       Contractor agrees to perform the following for Metro Health’s Mayor’s Fitness Council Student Ambassador Program (“Program”):

3.2.1    The Program shall provide Contractor with a list of students (“Student”) involved in the Program’s community public health service projects which are intended to make an impact on the Student’s communities in ways that can lead to better health outcomes in the community. The Program will provide the amount of funding that each Student has been awarded by the Program for costs related to their health service project (“Project”) which may be up to \$900.00 per Student for up to 50 students developing Projects. The amount per Student may be adjusted if additional Program funds become available due to attrition of Students during the term of the Agreement. Funds for purchasing project related materials will be provided by the Contractor through gift cards or check to Students at the beginning of the 2024-2025 school year.

3.2.2 Contractor shall develop a tracking system or database of all Students and the school campuses the Students attend. Contractor shall obtain all contact information for each Student and set-up a payment method with each Student's campus. Contractor shall be responsible for distributing the gift cards or checks to the Students who have signed with their parent or guardian Program terms and conditions documentation. Contractor and the campus mentor will keep and track of funding documentation. Contractor shall keep track of all Student documentation submitted and provide information as requested to Metro Health. If a Student does not complete their Project or leaves the Program, Contractor shall ensure all funds provided to the Student are returned to Contractor by the Student through gift cards or check. Contractor will redistribute returned funds through additional gift cards or checks to other Students in the Program for their Projects.

3.2.3 By June 30, 2024, Contractor shall submit a detailed work plan that will include how the Contractor plans to track the Students and information to be collected, to include but not limited to, Student's contact information, school campus information and school administrator information. Contractor shall set-up a database to track the Students and their progress.

3.2.4 By July 31, 2024, Contractor shall produce a report identifying each Student's Project topic/title and amount of funding that has been approved for their Project.

3.2.5 By September 1, 2024, Contractor shall submit a final report to include at minimum, a complete list of Students who have initiated their Projects, a list of Students who will receive funding, the funding amount that they were approved to receive by the Program, the date of projected disbursement of payment to each Student, along with each campus mentor's role in each Student's Project.

3.2.6 If this Agreement is renewed, the above dates will be updated to reflect the renewal term year.

- 3.3 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. City shall notify Contractor in writing of any decision to withhold payment. Should City elect to terminate, it will do so in accordance with the provisions for Defaults with Opportunity for Cure contained in this Agreement.

#### **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 FIFTY THOUSAND DOLLARS (\$50,000.00) as total compensation, to be paid to Contractor in accordance with the below:

Contractor shall submit an invoice in the amount of \$45,000.00 to be provided to Students through gift cards or check for health service projects upon submission and approval of all three deliverables set out in section 3.2.2 3.2.3, and 3.2.4. Contractor shall submit a second invoice in the amount of \$5,000.00 for Contractor services upon submission and approval of the final report set out in section 3.2.5.

- 4.2 Contractor shall submit invoices to City as set out in section 4.1, in a form acceptable to City, which City shall pay within 30 days of receipt and approval by Director. Invoices shall include Purchase Order number provided by City and submit via email to: [Accounts.Payable@sanantonio.gov](mailto:Accounts.Payable@sanantonio.gov) and copy to SAMHD.Invoices@sanantonio.gov or by mail to City of San Antonio, Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976, with a copy to City of San Antonio, San

Antonio Metropolitan Health District, P.O. Box 839966, San Antonio, Texas 78283-3966.

- 4.3 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 therefor.
- 4.4 Final acceptance of work products and services require written approval by City. The approving 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.

## **V. OWNERSHIP OF DOCUMENTS**

- 5.1 Any and all writings, documents, intellectual property or information in whatsoever form and character produced by Contractor and Students pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document, intellectual property or information shall be the subject of any copyright, trademark, patent or proprietary claim of any kind by Student or Contractor. Contractor and Students shall execute any documents necessary to vest such rights with the City.
- 5.2 Contractor understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction.
- 5.3 In accordance with Texas law, Contractor acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for by public funds are declared to be public property and are subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on behalf of Contractor pursuant to this Contractor shall be the subject of any copyright or proprietary claim by Contractor.

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

## **VI. RECORDS RETENTION AND CONFIDENTIALITY**

- 6.1 Contractor 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 Contractor 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, Contractor shall retain the records until the resolution of such litigation or other such questions. Contractor 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 Contractor to return the documents to City at Contractor's expense prior to or at the conclusion of the retention period. In such event, Contractor may retain a copy of the documents at its sole cost and expense.
- 6.3 Contractor shall notify City, immediately, in the event Contractor receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Contractor understands and agrees that City will process and handle all such requests.
- 6.4 No reports, information, project evaluation, project designs, data or any other documentation developed by, given to, prepared by, or assembled by the Contractor under this Agreement shall be disclosed or made available to any individual or organization by the Contractor without the express prior written approval of the City.
- 6.5 The Contractor shall establish a method to secure the confidentiality of records and information that the Contractor may have access to and maintain the confidentiality of such records and information, in accordance with the applicable federal, state, and local laws and regulations. This provision shall not be construed as limiting the City's or its authorized representatives' right of access to records or other information under this contract.

## 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 City without cause 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, as provided in Article XII. Assignment and Subcontracting; or
- 7.3.2 Any material breach of the terms of this Agreement, as determined solely by City.
- 7.4 Defaults With Opportunity for Cure. Should Contractor 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. Contractor shall have 30 calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Contractor fails to cure the default within such 30 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 Contractor'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 Failure to comply with the terms and conditions stated in Article XIV. SBEDA;
  - 7.4.2 Bankruptcy or selling substantially all of company's assets;
  - 7.4.3 Failing to perform or failing to comply with any covenant herein required; or
  - 7.4.4 Performing unsatisfactorily as determined by City.
- 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, Contractor shall effect 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 Contractor, or provided to Contractor, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Contractor 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 Contractor's sole cost and expense. Payment of compensation due or to become due to Contractor is conditioned upon delivery of all such documents, if requested by City.
- 7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Contractor 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 Contractor to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by Contractor of any and all right or claims to collect moneys that Contractor 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, Contractor shall cease all operations of work being performed by Contractor 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 Contractor for any default hereunder or other action.

## VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio  
 Director, San Antonio Metropolitan Health District  
 100 W. Houston, 14<sup>th</sup> floor  
 San Antonio, TX 78205

If intended for Contractor, to:

It's Time Texas, Inc.  
 Attn: Lonnica Maxwell  
 Vice President of Operations  
 13492 Research Blvd, Suite 120-128  
 Austin, TX 78750

## IX. NON-DISCRIMINATION

Non-Discrimination. As a party to this contract, Contractor understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X. of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

## X. INSURANCE

Contractor agrees to accept responsibility for damages to their property and any claims that arises during the duration of the contact. Contractor shall obtain their own insurance coverage to protect their property and in the event of a claim. Contractor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

## XI. INDEMNIFICATION

- 11.1 **CONTRACTOR 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 CONTRACTOR'S activities under this Agreement, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, consultant or subcontractor of CONTRACTOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT CONTRACTOR 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.**
- 11.2 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONTRACTOR's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.
- 11.3 Defense Counsel - City shall have the right to select or to approve defense counsel to be retained by CONTRACTOR in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. CONTRACTOR shall retain City approved defense

counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If CONTRACTOR fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and CONTRACTOR shall be liable for all costs incurred by City. 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.

- 11.4 Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of CONTRACTOR, 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 CONTRACTOR or any subcontractor under worker's compensation or other employee benefit acts.

## **XII. ASSIGNMENT AND SUBCONTRACTING**

- 12.1 Contractor shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Contractor. Contractor, its employees or its subcontractors shall perform all necessary work.
- 12.2 Any subcontractor shall be approved by the Director, prior to the provision of any services by said subcontractor.
- 12.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Contractor. City shall in no event be obligated to any third party, including any subcontractor of Contractor, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the Director.
- 12.4 Except as otherwise stated herein, Contractor may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the Director. As a condition of such consent, if such consent is granted, Contractor shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Contractor, assignee, transferee or subcontractor.
- 12.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Contractor assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Contractor shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Contractor shall in no event release Contractor from any obligation under the terms of this Agreement, nor shall it relieve or release Contractor from the payment of any damages to City, which City sustains as a result of such violation.

## **XIII. INDEPENDENT CONTRACTOR**

Contractor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine

of “*respondeat superior*” shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Contractor under this Agreement and that the Contractor has no authority to bind the City.

#### **XIV. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA)**

Commercial Nondiscrimination Policy Compliance. As a condition of entering into this Agreement, the Contractor represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the City’s Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, Contractor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City’s Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Contractor’s certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the City pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. Contractor shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to City contracts.

#### **XV. CONFLICT OF INTEREST**

- 15.1 The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a “prohibited financial interest” in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:
- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
  - an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
  - an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.
- 15.2 Pursuant to the subsection above, Contractor warrants and certifies, and this Agreement is made in reliance thereon, that by contracting with the City, Contractor does not cause a City employee or officer to have a prohibited financial interest in the Contract. Contractor further warrants and

certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

#### **XVI. AMENDMENTS**

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 Contractor. The Director may execute contract amendments on behalf of the City without further action by the San Antonio City Council, in the following circumstances: (A) an increase in contract funding in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this contract or (b) \$25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments increasing funding and executed without City Council approval pursuant to this subsection during the term of this contract shall not exceed the foregoing amount; (B) no cost extensions up to two years; (C) budget adjustments authorized by the funding agency so long as the total dollar amount of the budget remains unchanged; (D) modifications to the Scope of Work due to the adjustment described in subsection (A) of this Section or for any other reason, so long as the terms of the amendment are reasonably within the parameters set forth in the original Scope of Work; and (E) changes in state or federal regulations mandated by the funding agency.

#### **XVII. SEVERABILITY**

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.

#### **XVIII. LICENSES/CERTIFICATIONS**

Contractor warrants and certifies that Contractor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

#### **XIX. COMPLIANCE**

Contractor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

#### **XX. NONWAIVER OF PERFORMANCE**

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In case of City, such changes must be approved by the City Council, as described in

Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

#### **XXI. LAW APPLICABLE & LEGAL FEES**

- 21.1 **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.**
- 21.2 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.
- 21.3 The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

#### **XXII. LEGAL AUTHORITY**

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

#### **XXIII. PARTIES BOUND**

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

#### **XXIV. CAPTIONS**

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

#### **XXV. INCORPORATION OF ATTACHMENTS**

Each of the attachments listed below is an essential part of the Agreement, which governs the rights and duties of the parties, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments: None

#### **XXVI. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

## **XXVII. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES**

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

## **XXXVIII. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES**

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists



to make a profit. This term does not include a sole proprietorship.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

#### **XXIX. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS PROHIBITED**

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Contractor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Contractor's certification. If found to be false, or if Contractor is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

#### **XXX. ENTIRE AGREEMENT**

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 XVI. Amendments.

**EXECUTED** and **AGREED** to as of the dates indicated below.

#### **CITY OF SAN ANTONIO**

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

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
City Attorney

#### **IT'S TIME TEXAS, INC.**

\_\_\_\_\_  
*Jamie Williams*

Jamie Williams  
Chief Executive Officer

Date: 5/1/2024  
\_\_\_\_\_



# CITY OF SAN ANTONIO

## Contracts Disclosure Form

Please print completed form and submit with  
proposal to originating department. All questions must be answered.

For details on use of this form, see Section 2-59 through 2-61 of the City's Ethics Code.

\*This is a:

☒ New Submission ☐ Correction ☐ Update to previous submission

### \*1) Name of person submitting this disclosure form.

\* First

M.I.

\* Last

Suffix

Lonnicia

Maxwell

### \*2) Contract Information

a) Contract or Project Name:

Metro Health's Mayor's Fitness Council Student Ambassador Program

b) Originating Department:

City Manager's Office

### \*3) Disclosure of parties, owners, and closely related persons.

a) Name of individual(s) or entity(ies) seeking a contract with the city. (NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Name

It's Time Texas, Inc.

b) Name and title of contract signatory

Name

Title

Jamie Williams

Chief Executive Officer

c) Name of all owners, board members, executive committee members, and officers of entities listed in question 3a.

Type

Name

**\*4) List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.**

- ☒ **Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.**
- ☐ **Names of partner, parent, joint venture or subsidiary entities, and all the owners, board members, executive committee members, and officers of each entity:**

**\*5) List any individuals or entities that will be subcontractors on this contract.**

- ☒ **Not applicable. No subcontractors will be retained for this contract.**
- ☐ **Subcontractors may be retained, but have not been selected at the time of this submission.**
- ☐ **List of subcontractors, including the name of the owner(s), and business name:**

**\*6) List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.**

- ☒ **Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.**
- ☐ **List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:**

**\*7) Disclosure of political contributions.**

List any campaign or officeholder contributions made by the following individuals in the past 24 months to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

- a. any individual seeking contract with the city (Question 3)
- b. any owner or officer of entity seeking contract with the city (Question 3)
- c. any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
- d. any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
- e. the spouse of any individual listed in response to (a) through (d) above
- f. any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

- ☒ **Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.**
- ☐ **List of contributions:**

**Updates on Contributions Required**

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

**Notice Regarding Contribution Prohibitions for "High-Profile" Contracts**

Under Section 2-309 of the Municipal Campaign Finance Code, the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

- a. Any individual seeking a high-profile contract;
- b. Any owner, officer, officer of board, and executive committee member of an entity seeking a high-profile contract, excluding board officers and executive committee members of 501(c)(3), 501(c)(4) and 501(c)(6) non-profit organizations not created or controlled by the City whose board service is done strictly as a volunteer with no financial compensation and no economic gain from the non-profit entity;
- c. The legal signatory of the high-profile contract;

- d. Any attorney, lobbyist or consultant hired or retained to assist the individual or entity in seeking a high-profile contract;
- e. Subcontractors hired or retained to provide services under the high-profile contract; and
- f. Any first-degree member of the household of any person listed in (1), (2), (3) or (5) of this subsection.

**Penalty.** A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

### **\*8) Disclosure of conflict of interest.**

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

- ☒ **I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.**
- ☐ **I am aware of the following conflict(s) of interest:**

### **\*9) Prohibited Interest in Contracts.**

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

- ☒ **No**
- ☐ **Yes**

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

- ☒ **No**
- ☐ **Yes**

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on a City board or commission?

- ☒ **No**
- ☐ **Yes**

### **Notice Regarding Prohibited Interest in Contracts.**

Please be aware, the City's Charter and Ethics Code prohibits members of certain more-than-advisory boards and commissions, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from obtaining a contract with the City during their board or commission service. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. Please see Section 141 of the City Charter and Section 2-52 of the City Ethics Code (Prohibited Interests in Contracts) for complete information.

Former members of certain more-than-advisory boards and commissions, their family members and the businesses they own will continue to be prohibited from obtaining any discretionary contracts for one year after leaving City service. Please see Section 2-58 of the City Ethics Code (Prohibited Interest in Discretionary Contracts) for complete information.

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940

# Acknowledgements

## \*1. Updates Required

- ☒ I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale, or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

## \*2. No Contact with City Officials or Staff during Contract Evaluation

- ☒ I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2-61 of the City Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

## \*3. Contribution Prohibitions for "High-Profile" Contracts

- ☒ This is not a high-profile contract.  
☐ This is a high-profile contract.

## \*4. Conflicts of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

- ☒ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

## \*Oath

- ☒ I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

\* Your Name:

Lonnica Maxwell

Title:

Sr. Vice President of Operations

\* Company Name or DBA:

It's Time Texas, Inc.

Date:

4/25/2024

Please print completed form and submit with  
proposal to originating department. All questions must be answered.

If necessary to mail, send to:

Purchasing  
P.O. Box 839966  
San Antonio, Texas 78283-3966

GR.1075-01.PUR.REPORT.Contracts Disclosure Form  
Rev. 09/07/2021

**THIS IS A DRAFT AND WILL BE REPLACED BY THE FINAL, SIGNED  
ORDINANCE OR RESOLUTION ADOPTED BY THE CITY COUNCIL.**

**ORDINANCE**

**AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH IT'S  
TIME TEXAS, INC. RELATED TO THE SAN ANTONIO  
METROPOLITAN HEALTH DISTRICT'S MAYOR'S FITNESS  
COUNCIL STUDENT AMBASSADOR PROGRAM TO ADDRESS  
HEALTHY EATING, MENTAL WELLNESS AND PHYSICAL  
ACTIVITY IN AN AMOUNT UP TO \$50,000.00 FOR THE TERM  
BEGINNING JUNE 1, 2024 THROUGH SEPTEMBER 30, 2024, WITH  
THE OPTION TO RENEW FOR ONE, ONE-YEAR TERM, FOR A  
TOTAL CONTRACT AMOUNT UP TO \$100,000.00, INCLUSIVE OF  
RENEWAL.**

\* \* \* \* \*

**WHEREAS**, the mission of the Mayor's Fitness Council's (MFC) Student Ambassador Program is to involve San Antonio youth in Mayor Ron Nirenberg's initiative to improve the health of San Antonio; and

**WHEREAS**, since 2012, the MFC's Student Ambassador Program has enrolled an average of 45 students per two-year cohort, providing students with the opportunity to represent the Mayor's Fitness Council by promoting and encouraging healthy eating, mental wellness, and physical activity at their school campus, at home, and in their surrounding communities; and

**WHEREAS**, student Ambassadors dream up, evaluate, present, and execute health service projects at either their school campus or in their surrounding community, such as a local library, community center, or faith-based community organization; and

**WHEREAS**, the goals of the health service project are for Student Ambassadors to better educate their peers and members of the community about the importance of being more physically active, making better nutrition and lifestyle choices, consuming water as a healthy alternative, as well as working to meet an identified health, wellness, physical fitness, mental health or nutrition need; and

**WHEREAS**, in order for students to plan, implement, and develop a health service project in their communities, the San Antonio Metropolitan Health District (Metro Health) seeks to execute an agreement with It's Time Texas, Inc. to provide services to track and administer funds for the students' health service projects in an efficient and timely manner; **NOW THEREFORE:**

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

**SECTION 1.** The City Manager or designee, or the Director of the San Antonio Metropolitan Health District or designee, is hereby authored to execute an agreement with It's Time Texas, Inc.

related to the San Antonio Metropolitan Health District's Mayor's Fitness Council Student Ambassador Program to address healthy eating, mental wellness and physical activity in an amount up to \$50,000.00 for the term beginning June 1, 2024 through September 30, 2024, with the option to renew for one, one-year term, for a total contract amount up to \$100,000.00, inclusive of renewal. A copy of the agreement is attached hereto and incorporated herein for all purposes as **Attachment I.**

**SECTION 2.** Funding in the amount of \$50,000.00 for this ordinance is available in Fund 11001000, Cost Center 3618010016 and General Ledger 5201040 as part of the Fiscal Year 2024 Adopted Budget approved by City Council.

**SECTION 3.** Additional funding is contingent upon City Council approval of the Fiscal Year 2025 and subsequent budgets that fall within the contract terms of this ordinance.

**SECTION 4.** Payment in the amount of \$100,000.00 is authorized to Time Texas, Inc. and should be encumbered with a purchase order.

**SECTION 5.** The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrent 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 \_\_\_\_\_ day of June 2024.**

**M A Y O R**

Ron Nirenberg

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Debbie Racca-Sittre, City Clerk

\_\_\_\_\_  
Andrew Segovia, City Attorney





**Agreement with It's Time Texas, Inc. for Mayor's  
Fitness Council Student Ambassador Program**

**Presented by: Claude A. Jacob, Health Director**

**Item #  
June 6, 2024**

# Background



- Since 2012, the MFC's Student Ambassador Program has enrolled an average of 45 students per year (program duration is 2 years).
- Currently, there are 42 students from 2022-2024 and 45 students from 2023-2025.
- Metro Health seeks to execute an agreement with It's Time Texas, Inc. to track and administer funds for the students' health service projects.

# Background



- Mayor's Fitness Council (MFC) Student Ambassador Program
  - Mission: Involve San Antonio youth in Mayor Ron Nirenberg's initiative to improve the health of San Antonio
  - Student Ambassadors develop, implement and evaluate health service projects at their school campus or in their surrounding community
  - Health service projects educate Student Ambassador's peers and members of the community about the importance of being more physically active, making better nutrition and lifestyle choices, and create projects around mental wellness

# Fiscal Impact



- Agreement with It's Time Texas, Inc.:
  - Funding source: General Fund
  - Initial term: June 1, 2024 through September 30, 2024
  - Includes one, one-year renewal
  - Funding amount: \$50,000
  - Annual renewal amount: \$50,000
  - Total funding amount: \$100,000

# Recommendation



- Staff recommends approval.







**Thank You**  
**End of Presentation**