

**AMENDMENT
OF
PROFESSIONAL SERVICES CONTRACT**

This *Amendment of the Professional Services Agreement* (“Amendment”) is made and entered into by and between the **City of San Antonio**, a Texas Home-Rule Municipal Corporation, (hereinafter referred to as “City”) acting by and through its City Manager or designee, pursuant to Ordinance No. _____ passed and approved on the _____ day of _____, 20__ and **Bethpage Consulting, LLC**, a Texas limited liability company (hereinafter referred to as “Contractor”). City and Contractor are sometimes hereafter collectively referred to 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, City, and Contractor entered into a *Professional Services Contract* (“Contract”), that provides for Contractor to provide a licensed Athletic Trainer (LAT), approved by City, onsite at the San Antonio Fire Department Wellness Center for the City for a term that began March 14, 2022, and ends on December 31, 2022, for a total cost not to exceed \$48,840.00; and

WHEREAS, the Parties mutually agree to and desire to add an additional LAT and to extend the term of the Contract for a three-year period with the option for the City to renew for two, additional one-year periods under the same terms and conditions; **NOW, THEREFORE:**

City and Contractor agree to amend the Agreement as follows:

**ARTICLE I
AMENDMENTS**

1.01 Article II, “Scope of Services”, Section 2.2.1 is amended to add an additional licensed Athletic Trainer (LAT) as set out below:

2.2.1 Provide two (2) licensed Athletic Trainers (LAT), consisting of one head LAT and one assistant LAT, as approved by City, on-site at the San Antonio Fire Department Wellness Center, for up to 40 hours a week per LAT, as requested by City not to exceed 2,080 hours per year per LAT. The Schedule will be a 40-hour work week, M-F, 07:45 AM to 04:30 PM, unless otherwise determined in conjunction with the SAFD Wellness Manager. The Schedule shall include providing services on City-recognized holidays/closures at no additional cost to the City. Contractor shall send a backup/replacement LAT in the event a LAT is not available to provide services.

1.02 Article IV, “Term of Contract,” is hereby revised as follows:

4.1 Term. Unless sooner terminated in accordance with the provisions of this Contract, the term of this Contract is for a three (3) year period commencing upon approval of the San Antonio City Council.

4.2 Renewals. At City's option, this Contract may be renewed under the same terms and conditions for two (2), additional one (1) year periods. Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefor.

4.3 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 4.1 is subject to and contingent upon subsequent appropriation.

1.03 Article V, "Payment for Services," Section 5.2 is hereby revised as follows:

5.2 In consideration of the professional services to be rendered by Contractor, City shall pay the Hourly Rates indicated below for a total cost not to exceed **\$162,840.00** per year. This fee shall constitute full and complete payment for all services to be performed by Contractor under this Contract and shall be paid as follows:

Licensed Athletic Trainer (LAT)	Hourly Rate	Hours per Year Not to Exceed
Head LAT	\$41.79	2,080
Assistant LAT	\$36.49	2,080

1.04 The following Article XXIII, "Prohibition on Contracts with Companies Boycotting Israel" is hereby added:

23.1 Texas Government Code § 2270.002 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.

23.2 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.

23.3 "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.

23.4 "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.

23.5 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.

1.05 The following Article XXIV, "Prohibition on Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization" is hereby added:

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 such list during the course of its contract with City, City may terminate this Contract for material breach.

ARTICLE II

TERMS AND CONDITIONS

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

[Signature Page Follows]

EXECUTED and AGREED to as of the dates indicated below. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

CITY OF SAN ANTONIO

BETHPAGE CONSULTING, LLC

(Signature)

(Signature)

Printed Name: Maria Villagomez
Title: Deputy City Manager
Date: _____

Printed Name: Sam McCrary
Title: COO
Date: 5/6/2022

Approved as to Form:

Assistant City Attorney