

ORDINANCE 2022-06-23-0525

APPROVING AN AMENDMENT TO THE CONTRACT WITH BETH PAGE CONSULTING, LLC, FOR TWO LICENSED ATHLETIC TRAINERS FOR THE SAN ANTONIO FIRE DEPARTMENT IN THE ESTIMATED AMOUNT OF \$162,840.00 ANNUALLY AND EXTENDING THE CONTRACT FOR A THREE-YEAR PERIOD WITH THE OPTION TO RENEW FOR TWO, ADDITIONAL ONE-YEAR PERIODS. FUNDING IS AVAILABLE THROUGH THE FY 2022 GENERAL FUND BUDGET. FUNDING FOR SUBSEQUENT YEARS IS CONTINGENT UPON CITY COUNCIL APPROVAL OF THE ANNUAL BUDGET.

* * * * *

WHEREAS, in November 2011, the San Antonio Fire Department (SAFD) began its Sports Medicine Facility Program by contracting with an athletic trainer to examine employees with injuries, conduct an initial evaluation and determine the most appropriate course of treatment in a clinical occupational health setting for department employees; and

WHEREAS, in June 2021, SAFD contracted with a second athletic trainer, through a temporary agency, to conduct fitness assessments in accordance with Article 28, Section 3, Employee Fitness, of the current Collective Bargaining Agreement; and

WHEREAS, in March 2022, SAFD entered into a short-term professional service contract with Beth Page Consulting, LLC, for a licensed athletic trainer (LAT) to replace both athletic trainers for an amount not to exceed \$48,840.00 (the "Contract"); and

WHEREAS, upon consideration and deliberation of the matter the parties 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; and

WHEREAS, approval of this ordinance authorizes an amendment to the contract with Beth Page Consulting, LLC, to provide two licensed athletic trainers for SAFD in the estimated amount of \$162,840.00 annually, beginning June 23, 2022, ending June 23, 2025, with the option for the City to extend for two (2) additional one (1) year periods; **NOW THEREFORE:**

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

SECTION 1. This *Amendment of Professional Services Contract* between the City and Beth Page Consulting, LLC, is hereby approved in all things. A copy of the Amendment is attached hereto as **Exhibit I**. The City Manager or designee is hereby authorized to execute the Amendment on behalf of the City of San Antonio.


SECTION 2. Funding for this ordinance in the amount of \$40,710.00 is available in Fund 11001000, Cost Center 2105090001 and General Ledger 5201040 as part of the Fiscal Year 2022 Adopted Budget approved by City Council. Additional funding is contingent upon City Council approval of the Fiscal Year 2023 and subsequent budgets that fall within the term of the contract.

SECTION 3. Payment is authorized to Beth Page Consulting, LLC, and should be encumbered with a purchase order.

SECTION 4. 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 concurrence by the City Manager or 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 5. This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

PASSED and APPROVED this 23rd day of June, 2022.


M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:


Debbie Racca-Sittre, City Clerk


Andrew Segovia, City Attorney



City of San Antonio

City Council A Session Meeting June 23, 2022

36.

2022-06-23-0525

Ordinance approving an amendment to the contract with Beth Page Consulting LLC to provide two licensed Athletic Trainers for the San Antonio Fire Department (SAFD) in the estimated amount of \$162,840.00 annually for a threeyear contract term in the amount of \$488,520.00. The contract includes an option to extend for two additional oneyear periods. Funding is available through the FY 2022 General Fund budget. Funding for subsequent years is contingent upon City Council approval of the annual budget. [Maria Villagomez, Deputy City Manager; Charles Hood, Fire Chief]

Councilmember Rocha Garcia moved to Approve on the Consent

Agenda. Councilmember Castillo seconded the motion. The motion carried by the following vote:

Aye: Nirenberg, Bravo, McKeeRodriguez, Viagran, Rocha Garcia, Castillo, Cabello
Havrda, Pelaez, Courage, Perry

Absent: Sandoval

LC
06/23/22
Item No. 36

Exhibit I

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