

**AN ORDINANCE    2014 - 06 - 12 - 0438**

**AUTHORIZING AN AMENDMENT TO THE FINANCING AND JOINT USE AGREEMENT FOR THE DISTRICT 6 COMPREHENSIVE SENIOR CENTER WITH THE WELLMED CHARITABLE FOUNDATION, TO INCLUDE AN AMENDED TERM THROUGH SEPTEMBER 30, 2017, WITH AN OPTION TO EXTEND FOR AN ADDITIONAL TWO YEARS SUBJECT TO FUNDING APPROPRIATION BY CITY COUNCIL, AND ADDITIONAL FUNDS IN AMOUNTS NOT TO EXCEED \$275,000.00 FOR CONSTRUCTION COSTS AND \$100,000.00 FOR EQUIPMENT COSTS TO EXPAND, CONTINUE TO CO-LOCATE AND JOINTLY PROVIDE SERVICES.**

\*       \*       \*       \*       \*

**WHEREAS**, the City is committed to providing San Antonio seniors, ages 60 and older, comprehensive services that enhance their social, psychological, and physiological well-being by providing a variety of services at City Senior Centers; and

**WHEREAS**, on October 14, 2010, pursuant to Ordinance No. 2010-10-14-0895, City Council approved a contract between the City and the WellMed Charitable Foundation (WellMed) to co-locate and jointly provide services at the District 6 Alicia Treviño Lopez Senior One Stop Center (Lopez Senior Center), which opened in July 2011; and

**WHEREAS**, the Lopez Senior Center has over 5,000 registered seniors with approximately 425 seniors visiting daily, and due to the high number of attendees, the City and WellMed desire to expand the Lopez Senior Center by 4,200 sq. ft.; and

**WHEREAS**, City and WellMed also desire to amend the term of the contract, set to expire on September 30, 2014, through September 30, 2017 with an option to renew for an additional 2 years subject to the funding appropriation by City Council; **NOW THEREFORE:**

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

**SECTION 1.** The City Manager or her designee, or the Director of the Department of Human Services (DHS) or her designee, is authorized to execute an amendment to the Financing and Joint Use Agreement for the District 6 Comprehensive Senior Center with the

WellMed Charitable Foundation, to include an amended term through September 30, 2017, with an option to extend for an additional two years subject to funding appropriation by City Council, and additional funds in amounts not to exceed \$275,000.00 for construction costs and \$100,000.00 for equipment costs to expand, continue to co-locate and jointly provide services. A copy of the amendment in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I**.

**SECTION 2.** Funding in the amount of \$375,000.00 for this ordinance is available from Fund 11001000, Cost Center 3811130001 and General Ledger 5201040, as part of the Fiscal Year 2014 Budget.

**SECTION 3.** Payment not to exceed the budgeted amount is authorized to the WellMed Charitable Foundation and should be encumbered with a purchase order.

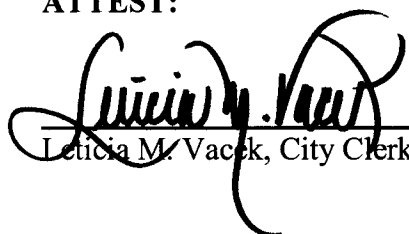
**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, 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 5.** This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

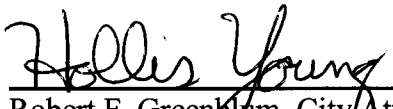
**PASSED AND APPROVED** this 12th day of June, 2014.

  
M A Y O R  
Julián Castro

**ATTEST:**

  
Leticia M. Vaccaro, City Clerk

**APPROVED AS TO FORM:**

  
for Robert F. Greenblum, City Attorney

<b>Agenda Item:</b>	<b>35 ( in consent vote: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 18, 19, 21, 22, 23, 24, 25, 26, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41 )</b>						
<b>Date:</b>	06/12/2014						
<b>Time:</b>	09:30:08 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An ordinance authorizing an amendment to the Financing and Joint Use Agreement for the District 6 Comprehensive Senior Center with WellMed Charitable Foundation, to include an amended term through September 30, 2017, with an option to extend for an additional two years subject to funding appropriation by City Council, and additional funds in amounts not to exceed \$275,000.00 for construction costs and \$100,000.00 for equipment costs to expand, continue to co-locate and jointly provide services at the Alicia Treviño López Senior One Stop Center in City Council District 6. [Gloria Hurtado, Assistant City Manager; Melody Woosley, Director, Department of Human Services]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Julián Castro	Mayor	x					
Diego Bernal	District 1		x			x	
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8	x					
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

**3<sup>rd</sup> AMENDMENT TO  
THE FINANCING AND JOINT USE AGREEMENT  
FOR THE DISTRICT 6 MULTI-SERVICE SENIOR CENTER  
BETWEEN WELLMED CHARITABLE FOUNDATION AND  
THE CITY OF SAN ANTONIO**

This 3<sup>rd</sup> Amendment (hereinafter referred to as “this Amendment”) to the Financing and Joint Use Agreement for the District 6 Multi-Service Senior Center (hereinafter referred to as “Agreement”) is entered into by and between the **City of San Antonio** (hereinafter referred to as “City”), a Texas Municipal Corporation, acting by and through its designated representative, the Director of the Department of Human Services, pursuant to Ordinance No. \_\_\_\_\_, passed and approved on \_\_\_\_\_, and the **WellMed Charitable Foundation**, a Texas non-profit corporation (hereinafter referred to as “WellMed”).

WHEREAS, the City presently contracts with WellMed for the Agreement executed on December 1, 2010 pursuant to Ordinance No. 2010-10-14-0895; passed and approved on October 14, 2010; and

WHEREAS, the parties desire to expand the location, and amend related funding shared costs and reimbursement amounts; the term; and other provisions in the Agreement for the ultimate benefit of seniors using the District 6 Multi-Service Senior Center; NOW THEREFORE:

City and WellMed agree to amend the Agreement as follows:

1. Wherever the Agreement references “Department of Community Initiatives,” or “DCI,” the “Department of Human Services,” or “DHS,” shall now apply.
2. Section 1.1 shall hereby state as follows:

Except as otherwise provided for pursuant to the provisions hereof, this Agreement shall commence immediately upon its execution and shall terminate on September 30, 2017

3. Section 1.2 shall hereby state as follows:

The City may, at its sole option, extend the term of this Agreement for two (2) years, subject to the prior review by the City Attorney’s Office of such an extension amendment, and the funding appropriation by City Council.

4. Section 4.1.1 shall hereby be added to the Agreement and state as follows:

The parties also hereto agree that in FY 2014 WMMI will enter into the tenancy of another certain lease satisfactory to WMMI for property of at least **4,200 square feet** adjacent to original Lease property for the occupancy and permitted uses of the Multi-

Service Center space and that all terms, provisions and covenants contained in that lease shall inure to the benefit of and be binding upon the parties thereto and their respective heirs, successors in interest and legal representatives except as otherwise therein expressly provided. Once said lease is executed by WMMI, an attachment specifying the property, the landlord, and the date of execution shall be attached hereto and incorporated herein for all purposes as **Attachment F** as if fully set forth, and the lease property, together with the original Lease property, shall together be known as the “Multi-Service Center” for the purposes of this Agreement.

5. Section 5.1.1 shall hereby be added to the Agreement and state as follows:

Should WMMI enter into another lease for additional space in compliance with Section 4.1.1 of this Agreement, the parties agree to mutually decide upon a floor plan for the additional space, which shall, including any substantial changes to the plans, be subject to the review and written approval of the City. After written approval by the City, the plans and any changes thereto shall be attached hereto and made a part of this Agreement as **Attachment A-1**, and incorporated herein by reference for all purposes as if fully set forth.

6. Section 6.2(v) shall hereby be added to the Agreement and state as follows:

The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), and the regulations promulgated thereunder by the U.S. Department of Health and Human Services.

7. Section 6.4 shall hereby be added to the Agreement and state as follows:

City will not own, access, maintain, or control the medical records, or any Protected Health Information of the seniors who access the services at the senior centers, and such medical records and Protected Health Information shall be the sole and exclusive property of WellMed. Both parties will adhere to all federal and state medical and privacy laws, and protect the confidentiality of any Protected Health Information. In the event of a breach, the parties agree to immediately, and in no later than two business days of discovery, notify the other party and coordinate with the other party to identify, record, investigate, and report any PHI breach. In the event of a breach, WellMed will comply with all breach notification requirements within 60 days.

8. Section 8.1.1 shall hereby state as follows:

Should WMMI enter into another lease for additional space in compliance with Section 4.1.1 of this Agreement, the City shall contribute additional one-time funding amounts not to exceed \$275,000.00 for the construction costs and \$100,000.00 for furniture and fixtures, subject to City Council approval of a budget appropriation for this Agreement. The authorized total Operations Budget, which shall include any funding during renewal periods or for the lease of additional space and related expenses, such as additional rent, increased utilities and increased maintenance costs, in compliance with Section 4.1.1 of this Agreement, shall be listed on the Funding Schedule in **Attachment D**, which shall be updated with the

new Operations Budget by amendment to this Agreement following budget appropriations by the City.

9. Section 10.7 and Section 11.3 shall hereby be added to the Agreement and state as follows:

The provisions in this Article shall apply to all design, planning, finish-out, and construction phases of all property added to the Multi-Service Center during any renewal or extended terms.

10. Section 27.1 is hereby amended as follows:

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

11. Section 28.1 is hereby amended as follows:

Notices to the parties hereto required or appropriate under this Agreement shall be deemed sufficient if in writing and mailed, Registered or Certified, postage prepaid, addressed to:

**CITY**

City of San Antonio  
Attn: Director  
Department of Human Services  
106 St. Mary's Street, 7<sup>th</sup> Floor  
San Antonio, Texas 78205

**WELLMED**

WellMed Charitable Foundation  
Attn: Executive Director  
8637 Fredericksburg Road, Ste 100  
San Antonio, Texas 78240

**\*\*\*SIGNATURE PAGE FOLLOWS\*\*\***

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

Fully executed the date of the last party to sign below.

**CITY OF SAN ANTONIO:**

**WELLMED:**

WellMed Charitable Foundation

\_\_\_\_\_  
Melody Woosley, Director  
Department of Human Services

\_\_\_\_\_  
Carol Zernial, Executive Director

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

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

APPROVED AS TO FORM:

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