

**AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

This Amendment is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "CITY") acting by and through the San Antonio Metropolitan Health District ("SAMHD"), and Jonathan Luke Meyer (hereinafter referred to as "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.

WHEREAS, the U.S. Department of Health and Human Services' (DHHS) Healthy Start Program's (Healthy Start) purpose is to engage communities in a national effort to reduce infant mortality where the rates are over one and a half times the national average; and

WHEREAS, the CITY and CONTRACTOR entered into an agreement for the CONTRACTOR to provide grant evaluation services in order to promote the mission of SAMHD's Healthy Start Program; and

WHEREAS, the Agreement provided for an initial term commencing on April 1, 2017 and terminating on March 31, 2018; and

WHEREAS, the parties now wish to amend the Agreement to extend the term for another year through March 31, 2019, increase the overall compensation and amend the same to include statutory provisions;
NOW THEREFORE:

CITY and CONTRACTOR agree to amend the Agreement as follows:

A. Section 1.1 is amended to read as follows:

1.1 The term of this Agreement shall commence on April 1, 2017 and end on March 31, 2019.

B. Section 3.1 is amended to read as follows:

3.1 In consideration of CONTRACTOR's performance in a satisfactory and efficient manner, as determined solely by the Director, of all services and activities set forth in this Agreement, City agrees to pay CONTRACTOR a fee of ONE HUNDRED DOLLARS (\$100.00) per hour, for a total amount not to exceed FORTY EIGHT THOUSAND, FIVE HUNDRED DOLLARS (\$48,500.00) as total compensation, to be paid to CONTRACTOR in the manner set forth in Section 3.2.

C. Article XXVII is added to the Agreement as follows:

XXVII. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

27.1 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.

27.2 "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.

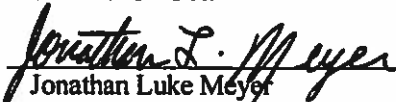
27.3 "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of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

27.4 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's hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

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.

Executed this the ____ day of _____, 2018.

CONTRACTOR:


Jonathan Luke Meyer

CITY OF SAN ANTONIO:

Erik Walsh, Deputy City Manager

APPROVED AS TO FORM:



City Attorney