

AN ORDINANCE 2008-01-31-0083

AUTHORIZING THE EXECUTION OF TWO CONTRACT AMENDMENTS WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, ONE REDUCING THE PUBLIC CENTER FOR ENVIRONMENTAL HEALTH'S PROJECT BUDGET FOR THOSE MONITORS THAT MEASURE AIR QUALITY BY \$83,266.00, AND ONE PROVIDING THE PUBLIC CENTER FOR ENVIRONMENTAL HEALTH AN ADDITIONAL \$48,000.00 FOR THE PROJECT BUDGET OF THOSE MONITORS THAT MEASURE THE QUANTITY OF SMALL PARTICLES IN THE AIR.

* * * * *

WHEREAS, the Public Center for Environmental Health (PCEH) was established to protect the environment of residents in San Antonio; and

WHEREAS, since air quality has a potential health impact, air monitoring and follow up measures to address the problems identified are important public health efforts; and

WHEREAS, through one contract with the Texas Commission on Environmental Quality (TCEQ) the PCEH operates and maintains various air quality monitors; and

WHEREAS, another contract from the TCEQ supports work by the PCEH to operate and maintain air particulate matter monitors that measure small air particles known to trigger asthma and other respiratory illnesses in children; and

WHEREAS, the TCEQ wishes to reduce funding for the contract related to the air quality monitors due to delays in delivering and setting up these monitors reducing the project from \$615,266.00 to \$532,000.00; and

WHEREAS, the TCEQ wishes to increase the other contract for the particulate matter monitors because the PCEH has been assigned to maintain and operate additional air monitors in this area;
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 San Antonio Metropolitan Health District or his designee, is authorized to execute two contract amendments with the Texas Commission on Environmental Quality, one reducing the Public Center for Environmental Health's project budget for those monitors that measure air quality by \$83,266.00 and one providing the Public Center for Environmental Health an additional \$48,000.00 for the project budget of those monitors that measure the quantity of small particles in the air. A copy of the amendments are attached hereto and incorporated herein for all purposes as Attachment I and II.

SECTION 2. Fund 26008000 entitled "TX Commission on Environment Quality" and Internal Order 136000000355 entitled "Air Monitoring in SA TCEQ PM 2.5 2007-08", are hereby designated for use in the accounting for the fiscal transaction in the amending of the Funding Agreement #582-8-72698 with the TCEQ.

SECTION 3. The additional sum of \$48,000.00 is hereby appropriated in the above designated fund and the revised budget which is attached hereto and incorporated herein for all purposes as Attachment III is approved and adopted for entry on the City books.

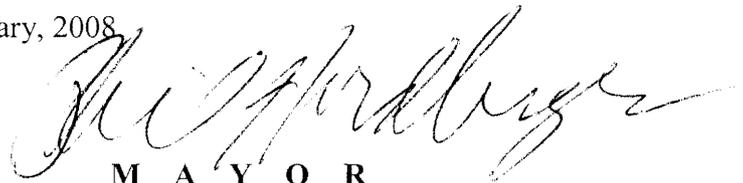
SECTION 4. Fund 26008000 entitled "Air Monitoring 06-07" and Internal Order 136000000319 entitled "Air Monitoring 2006-08", are hereby designated for use in the accounting for the fiscal transaction in the amending of the Funding Agreement #582-7-72672 with the TCEQ.

SECTION 5. The reduction in grant funds in the amount of \$83,266.00 is hereby appropriated in the above designated fund and the revised budget which is attached hereto and incorporated herein for all purposes as Attachment IV is approved and adopted for entry on the City books.

SECTION 6. 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 7. This ordinance shall be effective on and after February 10, 2008.

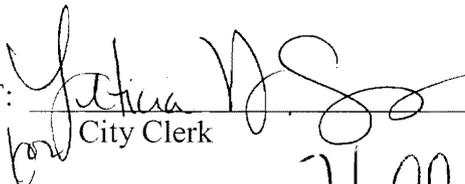
PASSED AND APPROVED this 31st day of January, 2008.



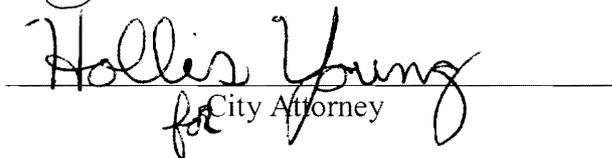
M A Y O R

PHIL HARDBERGER

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

Agenda Item:	27 (in consent vote: 7, 9, 10, 11, 13A, 13B, 13C, 13D, 14, 15, 17, 19, 20, 22, 24, 26, 27, 30, 33, 34A, 34B, 34D, 34E, 34F, 34G, 34H, 34I, 34J, 34K, 34L, 34M, 34N, 36)						
Date:	01/31/2008						
Time:	10:24:15 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the execution of two contract amendments with the Texas Commission on Environmental Quality, one reducing the Public Center for Environmental Health's project budget for those monitors that measure air quality by \$83,266.00, and one providing the Public Center for Environmental Health an additional \$48,000.00 for the project budget of those monitors that measure the quantity of small particles in the air. [Frances A. Gonzalez, Assistant City Manager; Dr. Fernando A. Guerra, Director, Health]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1	x					
Sheila D. McNeil	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5		x				
Delicia Herrera	District 6		x				
Justin Rodriguez	District 7		x				
Diane G. Cibrian	District 8		x			x	
Louis E. Rowe	District 9		x				x
John G. Clamp	District 10		x				



CMS or Ordinance Number: CN0040001357

TSLGRS File Code:1025-08-A

Document Title:

CONT - Texas Commission on Environmental Quality Contract # 582-7-72672,
09/01/06 to 08/31/07

Commencement Date:

9/1/2006

Expiration Date:

8/31/2008

CONTRACT NUMBER 582-7-72672

CONTRACT AMENDMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

AMENDMENT NUMBER 3

The Texas Commission on Environmental Quality (TCEQ), and the City of San Antonio hereby agree to amend Contract No. 582-7-72672, as shown below. This Amendment will reduce the total contract amount due to the Optimization activities budgeted in this contract not having been funded in the TCEQ grant award for this program.

1. TCEQ and the City of San Antonio agree that the total compensation possible under this contract is decreased as follows:

The Original Contract Amount	\$ 246,000.00
Contract Amendment No. 1	\$ 0.00
Contract Amendment No. 2	\$ 369,266.00
<u>Contract Amendment No. 3</u>	<u>\$ (83,266.00)</u>
The Total Contract Amount	\$ 532,000.00

2. The Section titled "Scope of Work," is amended to adjust the number of collectors. With this amendment, this section now reads:

A. Facts/Purpose

The Texas Commission on Environmental Quality (TCEQ) has a need to contract for the service to operate and maintain up to six (6) whole-air samplers in the San Antonio, Texas area.

3. Based on the requirements of the Contract Costs Budget section of the Contract, the TCEQ has reviewed and approved the budget submitted by the City of San Antonio. Article 1.1 of the Contract Costs Budget is hereby replaced in its entirety by Attachment A of this Amendment.

All other conditions and requirements of Contract Number 582-7-72672 will remain unchanged

RECEIVING AGENCY:

Texas Commission on Environmental Quality

By: 
Authorized Signature

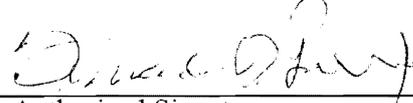
Steve Spaw, P.E.

Director, Monitoring Operations Division
Title

Date: 3-6-08

PERFORMING PARTY:

City of San Antonio

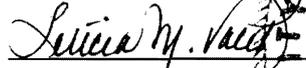
By: 
Authorized Signature

Fernando A. Guerra, MD, MPH

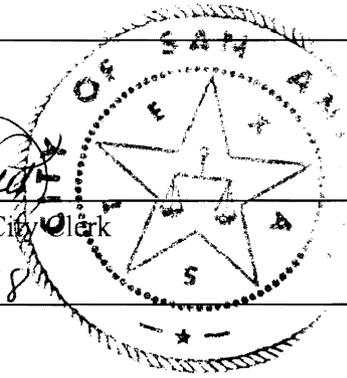
Director of Health
Title

Date: _____

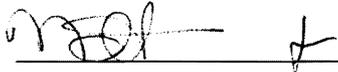
ATTEST:


Leticia M. Vacek, City Clerk

Date: 2/21/08



APPROVED AS TO FORM:


Michael D. Bernard, City Attorney

Attachment A

Contract Costs Budget

ARTICLE 1. AUTHORIZED EXPENSE BUDGET

1.1. The authorized expenses, acquisitions, or expenditures under this Contract are as follows:

Budget Category	FY07 Budget	FY08 Budget
Personnel/Salary	\$128,490.00	\$159,125.85
Fringe Benefits ¹	57,941.00	61,319.50
Travel	2,500.00	3,500.00
Supplies	13,117.00	14,000.00
Equipment	21,210.00	16,500.00
Contractual	0.00	\$0.00
Other	7,800.00	6,990.00
Other - Third Party In-kind	\$ 0.00	\$ 0.00
Total Direct Costs	\$231,058.00	\$261,435.35
Authorized Indirect Costs²	\$14,942.00	\$24,564.65
TCEQ Share	\$246,000.00	\$286,000.00
Grantee Cost Share	0.00	0.00
TOTAL COSTS	\$246,000.00	\$286,000.00
Fringe Rate ¹	45.09%	38.54%
Indirect Rate ²	11.43%	15.66%

1. Fringe benefits shall be reimbursed at actual costs and shall not exceed this percentage of total direct personnel/salary costs for the term of the Contract without written approval of the TCEQ Project Representative.
2. The indirect rate currently authorized (for the purpose of calculating amounts to be reimbursed by the TCEQ) shall not exceed this percentage of salaries & fringe benefits (distribution base) for the Term of the Contract, subject to the provisions outlined in the Indirect Cost Rate section of this Article.

Contract Number 582-7-72672
Contract Amendment #3



CMS or Ordinance Number: CN0040001974

TSLGRS File Code:1025-08-A

Document Title:
CONT - TCEQ 582-8-72698 contract renewal
- 3/29/09

Commencement Date:

9/1/2007

Expiration Date:

8/31/2008

CONTRACT AMENDMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

AMENDMENT NUMBER 1

The Texas Commission on Environmental Quality (TCEQ), and the City of San Antonio hereby agree to amend Contract No. 582-8-72698, as shown below. This amendment increases the total compensation possible under the contract.

1. TCEQ and the City of San Antonio agree that the total compensation possible under this contract is increased as follows:

The Original Contract Amount	\$ 40,000.00
<u>Contract Amendment No. 1</u>	<u>\$ 48,000.00</u>
Total Contract Amount	\$ 88,000.00

2. Article 2 (relating to Pricing and Payment) contains a Contract Costs Budget sheet. For this amendment, the Contract Costs Budget sheet is included.
3. The following sections of the Scope of Work are being amended to add or revise information in each section:

Section I. Facts/Purpose (This item is being added to the contract)

The City of San Antonio will provide services to include the operation and maintenance of two (2) additional 2025 PM2.5 monitors, preliminary locations at CAMS 23, NW San Antonio, and CAMS 59, Calaveras Lake.

Section III. Performing Party Responsibilities (These items are replacing the original language of the contract)

2. The Performing Party must operate the Tapered Element Oscillating Microbalance (TEOM) samplers according to FOSTAT-010, TEOM Configured for PM 2.5 Local Conditions, or PM 10 Standard Conditions Ambient Air Particulate Sampler Field Operations SOP. The Performing Party must operate the Federal Reference Method (FRM) samplers according to FOSTAT-006, Rupperecht and Patashnick (R&P) Sequential Model 2025 Air Sampler Field Operations SOP. Both SOPs are located at the following URL: rhone.tceq.state.tx.us/cgi-bin/procedure_docs.pl. The Performing Party personnel operating the samplers must have demonstrated proficiency and familiarization with the sampler by completing the Initial Demonstration of Analytical Capability (IDAC) after the IDAC program is implemented by TCEQ.
4. Provide data validation for TEOM samplers.

Section IV. Description of Deliverables (This task is being added to the contract)

Task 2: PM 2.5 R&P Sequential Model 2025 Air Samplers

Operation, maintenance, Quality Assurance/Quality Control (QA/QC), data review as per the SOP's.

1. Performing Party is expected to maintain records that include the sampler electronic data files, electronic and/or hard copy daily activity logs, sampler operation verification, sampler calibration, quality control checks of sampler, any audit reports, and site visit check lists.
2. The Performing Party shall be responsible for all of the maintenance and/or all the minor repair of any of its equipment at these sites. Preventive maintenance will be in accordance with the manufacturers recommendation that is documented in the instrument manuals and with the standard operating procedures (SOP) developed by TCEQ's Monitoring Operations personnel. The Performing Party may contact the Ambient Monitoring Section of the TCEQ's Monitoring Operations Division for assistance and to request parts and materials.
3. The Performing Party is expected to maintain the samples within the required holding temperatures and times. The sample filters will be shipped in accordance with the SOP requirements and shipping calendar. The sample data files will be downloaded from the FRM samplers and sent to the Laboratory in accordance with the SOP.

Section V. Schedule of Deliverables (These items are replacing the language in the original contract)

1. At least once a week the monitors are to be visited. Monthly and Quarterly checks are to be submitted to the project QA/QC officer within 12 days after the end of the month or quarter as appropriate.
2. Data validation must meet the Environmental Protection Agency (EPA) reporting schedule.

All other conditions and requirements of Contract Number 582-8-72698 will remain unchanged.

TCEQ:

Texas Commission on Environmental Quality

By: 
Authorized Signature

Steve Spaw, P.E.

Director, Monitoring Operations Division
Title

Date: 3-6-08

PERFORMING PARTY:

City of San Antonio

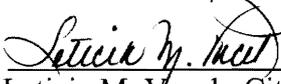
By: 
Authorized Signature

Fernando A. Guerra, MD, MPH

Director of Health
Title

Date: 2-17-08

ATTEST:


Leticia M. Vacek, City Clerk

Date: 2/21/08



APPROVED AS TO FORM:


Michael D. Bernard, City Attorney

Attachment A

Contract Costs Budget

ARTICLE 1. AUTHORIZED EXPENSE BUDGET

1.1. The authorized expenses, acquisitions, or expenditures under this Contract are as follows:

Budget Category	Amendment Amount
Personnel/Salary	\$25,286.00
Fringe Benefits ¹	\$10,100.00
Travel	\$5,000.00
Supplies	\$800.00
Equipment	\$1,167.00
Contractual	
Other	\$1,602.00
Other - Third Party In-kind	<hr/>
Total Direct Costs	\$43,955.00
Authorized Indirect Costs ²	<hr/> \$4,045.00
TCEQ Share	\$48,000.00
Grantee Cost Share	<hr/> .00
TOTAL COSTS	\$48,000.00

1. Fringe benefits shall be reimbursed at actual costs and shall not exceed 45.09 % of total direct personnel/salary costs for the term of the Contract without written approval of the TCEQ Project Representative.
2. The indirect rate currently authorized (for the purpose of calculating amounts to be reimbursed by the TCEQ) shall not exceed 11.43 % of salaries & fringe benefits (distribution base) for the Term of the Contract, subject to the provisions outlined in the Indirect Cost Rate section of this Article.

1.2. The PERFORMING PARTY is responsible, throughout the term of this Contract, for tracking and ensuring that expenditure amounts under this Contract remain within the various budgeted cost categories set forth in this Article. If, after taking into consideration the requirements set forth in this Article, the PERFORMING PARTY determines that changes or adjustments to any of the current cost category amounts are likely to be necessary, the PERFORMING PARTY shall submit a Budget Revision Form to the TCEQ for review and approval.

1.3. **Indirect Cost Rate:** The Commission and the PERFORMING PARTY must choose one of the following options relating to indirect rate, and identify that option clearly in the contract budget. If no option is selected, indirect rate will NOT be reimbursed.

Option One: X

1.3.1. The PERFORMING PARTY shall comply with OMB Circular A-87 and the Uniform Grant Management Standards (UGMS) relating to Indirect Cost Rates.

1.3.2. The PERFORMING PARTY shall maintain all indirect rate records for the Commission's inspection or submit records as per the agency's request.

1.3.3. PERFORMING PARTY agrees to utilize the provisional rate as established below and agrees to conduct an indirect rate audit. A final indirect rate will be established based on the actual allowable costs, as provided in UGMS, for the period as established by an audit conducted by a currently licensed independent certified public accountant and submitted to the PERFORMING PARTY and the Commission. This indirect rate audit may be conducted at the same time as any other audit required of the PERFORMING PARTY. The cost of the indirect rate audit will be accounted for within the indirect rate, and not directly charged to the Commission. If the indirect rate audit is not provided to the Commission within the earlier of 30 days after receipt of the auditor's report or nine months after the end of the audit period, Option Two (below) will apply.

(i) In accordance with OMB Circular A-87 and the UGMS, when the PERFORMING PARTY has a federal cognizant agency or a state coordinating agency, the PERFORMING PARTY must submit the indirect rate approved by the federal cognizant agency or state coordinating agency within the past 24 months as the provisional indirect rate.

(ii) Alternatively, if the PERFORMING PARTY does not have an assigned federal cognizant agency or a designated state coordinating agency or if no rate is approved by the designated oversight agency, the Commission and the PERFORMING PARTY may negotiate a provisional indirect rate in accordance with UGMS.

(iii) In the event, prior to the termination date of this Contract, an audited indirect rate which is different from the initial provisional indirect rate set forth in this section is accepted by Commission, the Commission and PERFORMING PARTY may negotiate a new contract budget and incorporate such into this Contract by way of a contract change.

(iv) The provisional rate will be included in the Authorized Expense Budget and shall remain in effect subject to determination of a final indirect rate which is based on an audit of the contract period, performed by a currently licensed independent certified public accountant, which specifically examines and reports the indirect rate for the PERFORMING PARTY's accounting period(s) covered under this Contract.

(v) The PERFORMING PARTY agrees to reimburse the Commission any overpayments received as a result of this provisional rate being higher than the approved final audited indirect rate for the period under consideration. Nothing in this section, or the results of any indirect cost audit or final indirect rate approval, shall cause the Commission to owe the PERFORMING PARTY more than the "Total Obligation Amount" or result in a reduction in the deliverables set forth in the Scope of Work. If the final indirect rate is higher than the provisional rate, an adjustment may be made in a future year contract.

Option Two:

1.3.4. Indirect Cost Rates. The PERFORMING PARTY shall comply with OMB Circular A-87 and the Uniform Grant Management Standards (UGMS) relating to Indirect Cost Rates.

1.3.5. The PERFORMING PARTY shall maintain all indirect rate records for the Commission's inspection or submit records as per the agency's request.

1.3.6. PERFORMING PARTY agrees to an indirect rate of 10% or less of the direct salary and wage costs of providing the service, in accordance with UGMS Part II, Attachment E, Paragraph E.2.d. No audit of this rate will be required by the Commission.

Option Three:

1.3.7. PERFORMING PARTY agrees to direct bill all costs and not require indirect cost for the contract.

1.4. When the PERFORMING PARTY applies for final payment, the PERFORMING PARTY will certify on a written form provided by TCEQ that the PERFORMING PARTY has not engaged in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

ARTICLE 2. SUBMITTAL OF PAYMENT REQUESTS

Payment requests must be submitted at the interval specified below (whichever is checked; if none is checked, payment requests must be submitted monthly; if more than one is checked, invoices must be submitted when both requirements are met):

monthly

upon completion of deliverables specified herein (see _____).

upon completion of all Work

Other (specify) Quarterly to be received within 30 days after the end of the quarter. Included with the invoice which shall be provided in a format acceptable to the TCEQ, will be the FSR (Financial Status Report) and the PAR form.

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CMS or Ordinance Number: OR00000200801310083

TSLGRS File Code: 1000-05

Document Title:

ORD - TCEQ 582-8-72698 contract renewal

- 3/29/09

Ordinance Date:
1/31/2008