

AN ORDINANCE 2010-05-20-0445

AUTHORIZING THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT TO ACCEPT FUNDING IN THE AMOUNT OF \$74,415.00 FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES TO PURCHASE CAPITAL EQUIPMENT AND TESTING SUPPLIES IN SUPPORT OF MILK AND DAIRY LABORATORY OPERATIONS.

* * * * *

WHEREAS, the San Antonio Metropolitan Health District (SAMHD) Milk and Dairy Laboratory Services are contracted by the Texas Department of State Health Services (TDSHS) Milk Group to serve as the regional milk and dairy lab for Public Health Regions 8 & 11; and

WHEREAS, annual contract funds reimburse the SAMHD on a fee for service basis for tests performed; and

WHEREAS, analytical instrumentation and associated equipment such as free standing incubators, environmental chambers, freezers, etc. are historically funded for upgrade/replacement by the TDSHS Milk Group when test methods change or equipment items exceed their serviceable lifespan as State discretionary funding allows; and

WHEREAS, in August of 2009, TDSHS requested the SAMHD to submit an equipment and method upgrade recommendation; and

WHEREAS, specifically, these funds will purchase: one somatic cell counter for \$48,000.00; one large capacity CO₂ incubator for \$10,524.00; one Sanyo CO₂ incubator for \$6,735.00; one water bath for \$2,100.00 and approximately \$7,056.00 in miscellaneous testing supplies and materials;
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 (SAMHD) or his designee, is authorized to accept grant funds in the amount of \$74,415.00 from the Texas Department of State Health Services (TDSHS) to purchase capital equipment and testing supplies in support of Milk and Dairy Laboratory Operations.

SECTION 2. The City Manager or her designee or the Director of the SAMHD or his designee, is further authorized to execute any and all necessary documents to effectuate said acceptance of funds including a grant contract which is attached hereto and incorporated herein for all purposes as **Attachment I.**

SECTION 3. Fund 26016000 entitled "TDSHS" is hereby designated for use in the accounting for the fiscal transaction in the acceptance of this grant. The sum of \$74,415.00 from the TDSHS will

MH/mgc
05/20/10
Item# 13

be appropriated in said fund. A proposed budget which is attached hereto and incorporated herein for all purposes as **Attachment II** is approved. A formal final budget which will include a department specific fund, an Internal Order number, and General Ledger numbers will be submitted by the department upon approval of this Council.

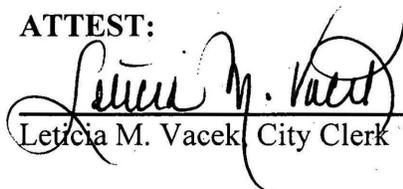
SECTION 4. The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer (CFO), City of San Antonio. The CFO may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 5. This ordinance shall become effective immediately upon passage by eight (8) or more affirmative votes of the entire City Council; otherwise, said effective date shall be ten (10) days from the date of passage hereof.

PASSED AND APPROVED this 20th day of May, 2010.

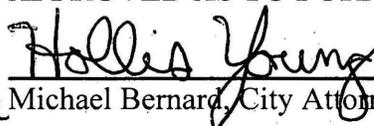

M A Y O R
Julián Castro

ATTEST:

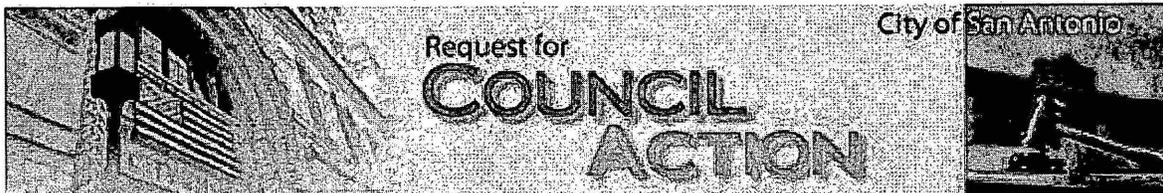


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



for Michael Bernard, City Attorney



Agenda Voting Results - 13

Name:	4, 5, 7, 8, 11, 13, 16, 18, 19						
Date:	05/20/2010						
Time:	09:22:12 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the San Antonio Metropolitan Health District to accept funding in the amount of \$74,415.00 from the Texas Department of State Health Services to purchase capital equipment and testing supplies in support of laboratory operations. [Sharon De La Garza, Assistant City Manager; Dr. Fernando A. Guerra, Director, Health]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x			x	
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2010-034934 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and CITY OF SAN ANTONIO (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$74,415.00, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on 05/15/2010 and ends on 08/31/2010. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2010-034934-001 Milk Group
 - c. General Provisions (Vendor)
 - d. Solicitation Document(s). N/A
 - e. Contractor's response(s) to the Solicitation Document(s). N/A
 - f. Exhibits. N/A

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: CITY OF SAN ANTONIO
Address: P O BOX 839966 DIRECT DEPOSIT
SAN ANTONIO, TX 78283
Vendor Identification Number: 17460020708024

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

CITY OF SAN ANTONIO

By: _____
Signature of Authorized Official

By: _____
Signature

Date

Date

Bob Burnette, C.P.M., CTPM

Printed Name and Title

Director, Client Services Contracting Unit

Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

City, State, Zip

(512) 458-7470

Telephone Number

Bob.Burnette@dshs.state.tx.us

E-mail Address for Official Correspondence

CONTRACT NO. 2010-034934
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000361774

CONTRACTOR: CITY OF SAN ANTONIO

DSHS PROGRAM: Milk Group

TERM: 05/15/2010 THRU: 08/31/2010

SECTION I. STATEMENT OF WORK:

The Department of State Health Services (DSHS) will provide the Contractor with funding to procure laboratory equipment to perform analysis of Grade "A" raw milk to achieve consistency of lab analysis with other labs across the state.

SECTION II. PERFORMANCE MEASURES: Contractor's performance will be measured, in part, on the achievement of the following activities and performance measures within the Program Attachment term, and will acquire the following items:

- 3M Petrifilm™ plates: 4 Aerobic count (PF/AC) 1000/case Cat#6406 \$438.00
- 3M Petrifilm™ plates: 4 Coliform count (PF/CC) 1000/case Cat# 6416 \$474.00
- 3M Petrifilm™ plates: 4 High sensitivity coliform (PF/HSCC) Cat# 6415 \$440.00
- 3M electronic pipettors: 1 1ml electronic pipettor Cat#6482 \$412.00
- 3M electronic pipettors: 3 5ml electronic pipettor Cat#6483 \$412.00
- Incubator: 1 Sanyo Large Capacity Reach-in CO2 Incubator Cat#.MCO-80IC \$10,524
- Incubator: 1 Sanyo CO2 Incubator Cat# MCO-20AIC \$6,735.00
- Water Bath: 1 water bath MDL 260 Cat# 15-474-100 (Fisher) \$ 2,099.39
- Somatic Cell Counter: 1 Somacount Bentley150 \$48,000

SECTION III. SOLICITATION DOCUMENT: Governmental Entity

SECTION IV. RENEWALS: N/A

SECTION V. PAYMENT METHOD: Lump Sum

SECTION VI. BILLING INSTRUCTIONS:

DSHS will submit a lump sum payment as specified in SECTION VII. BUDGET to Contractor after this Program Attachment is fully executed by both parties.

SECTION VII. BUDGET:

DSHS will make a lump sum payment of \$74,415.00 to Contractor no later than thirty (30) days after this Program Attachment is executed by both parties.

SOURCE OF FUNDS: State

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Compliance and Reporting** Article I, Section 1.03 **Reporting**, is replaced with the following:

Contractor shall submit to DSHS no later than 45 days after the end of the Program Attachment term:

- A copy of paid receipts for the full amount of the contract. If the project's costs are not substantiated and/or are less than the funds received, Contractor shall return the excess and/or unsubstantiated amount of funds to DSHS within thirty (30) days after the end of the Program Attachment term. Failure to timely submit receipts and/or return excess and/or unsubstantiated funds may result in legal action being taken by DSHS for return by Contractor to DSHS of the unsubstantiated and/or excess funds due under this Program Attachment.

Documentation shall be submitted to the following address:

Department of State Health Services,
Environmental and Consumer Safety Section,
Policy/Standards/QA Unit, Milk Group
1100 West 49th Street, Mail Code 2828
Austin, TX 78756
Attn: John McDaniel

Contractor may submit the invoice(s) and paid receipts via facsimile at 512-834-6756,
Attn: John McDaniel.

General Provisions, **Payment Methods and Restrictions** Article IV are replaced with the following:

DSHS will submit a lump sum payment as specified in SECTION VIII. BUDGET to Contractor no later than thirty (30) days after this Program Attachment is fully executed. If the project's costs are not substantiated and/or are less than the funds received, Contractor shall return the excess and/or unsubstantiated funds to DSHS within thirty (30) days after the end of the Program Attachment term. Failure to timely return excess and/or unsubstantiated funds may result in legal action being taken by DSHS for return by Contractor to DSHS of the unsubstantiated and/or excess funds due under this Program Attachment.

General Provisions are revised to include the following:

Disposition of Property. If the Contractor stops performing lab services for Grade A raw milk analysis for DSHS, the Contractor shall request, within 10 working days, disposition approval and instructions in writing from the Department of State Health Services, Environmental and Consumer Safety Section, Policy/Standards/QA Unit, Milk Group, Mail Code 2828, 1100 W. 49th St., Austin, Texas 78756. After an item reaches the end of its useful life, the Contractor must ensure that the equipment disposition is in accordance with Generally Accepted Accounting Principles. This provision survives the term of this Program Attachment for a period of five (5) years. Disposition must occur within the time period set forth in the disposition approval and instructions letter. Failure to timely act may result in legal action being taken by DSHS against Contractor.

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Milk Group

Fund

TDSHS Contract No. 2010-034934-001

Functional Area: 3600500000020030

Budget Period 5/15/10 - 8/31/10

	GL	ORIGINAL BUDGET	ADD (DEDUCT)	REVISED BUDGET
ESTIMATED REVENUES:				
TDSHS 2010-034934-001	4501100	74,415		74,415
Total Estimated Revenues:		\$ 74,415	0	74,415

APPROPRIATIONS:

Public Health State Support Project

Activity: 36-10-34
 Cost Center 3610340001
 Internal Order 136000000?

Regular Salaries and Wages	5101010			
Retirement Benefits - Soc. Sec.	5103005			
Life Insurance	5103010			
Flexible Benefits Contribution	5104030			
Retirement Benefits	5105010			
Fees to Prof. Contractors	5201040			
Disposal Services	5201041			
Advertising and Publications	5203040			
Membership Dues and Licenses	5203050			
Binding Printing and Reproduction	5203060			
Transportation (mileage)	5203090			
Maintenance -Bldgs	5204050			
Rental of Equipment	5204070			
Maintenance & Repair - Mach. & Equip	5204080			
Mail and Parcel Post Service	5205010			
Rental of Facilities	5206010			
Travel-official	5207010			
Alarm and Security Services	5208530			
M&R Material/Bldg/Imp	5301010			
Office Supplies	5302010			
Janitor Supplies	5303010			
Chemicals, Medical and Drugs	5304040	6,232.61		6,232.61
Disposal Services	5201041			
Tools and Apparatus	5304050	2,923.39		2,923.39
Software Licensing	5404520			
Gas and Electricity	5403040			
Automatic Data Processing Services	5403520			
Phone and Fax Services	5403010			
Rental of Pagers	5403030			
Indirect	5406530			
Capital Outlay<5000 Computer Equipment	5501000			
Cap<5000 Furn - & Fix	5501065			
Machinery & Equipment	5501055	65,259.00		65,259.00
Total		\$ 74,415	0	74,415

DSHS Budget	
1 Personnel	0.00
2 Fringe Ben.	0.00
Equipment	65,259.00
Supplies	9,156.00
Contractual	0.00
Total Direct	74,415.00
Indirect	0.00
Total	74,415.00

Handwritten signature/initials

PERSONNEL COMPLEMENT:

	CLASS	TITLE	CURRENT POSITIONS	ADD (DEDUCT)	REVISED POSITIONS
Total:					