

CONSENT AGENDA
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**CITY OF SAN ANTONIO
SAN ANTONIO METROPOLITAN HEALTH DISTRICT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

FROM: Fernando A. Guerra, MD, MPH, Director of Health

SUBJECT: Contract Amendment from the Texas Commission on Environmental Quality

DATE: November 17, 2005

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the City Manager to accept and execute a contract amendment providing an additional \$117,500.00 from the Texas Commission on Environmental Quality (TCEQ) for the Public Center on Environmental Health (PCEH) of the San Antonio Metropolitan Health District (SAMHD) to continue the operation and maintenance of several air quality monitors in the local area. In addition, this ordinance extends the contract termination date from December 31, 2005 to June 30, 2006, revises the program budget, and modifies the personnel complement.

Staff recommends approval.

BACKGROUND INFORMATION

The San Antonio Metropolitan Health District (SAMHD) Public Center for Environmental Health (PCEH) was established to protect the environment of residents in San Antonio. Since air quality has a potential health impact, air monitoring and follow up measures to address the problems identified are important for this objective. On September 1, 2004, the PCEH began operating and maintaining several air quality monitors under a contract with the Texas Commission on Environmental Quality (TCEQ), an agency of the State of Texas. This contract was scheduled to terminate on December 31, 2005, but TCEQ has offered a contract amendment (See Attachment II) providing an additional \$117,500.00 to continue this activity through June, 30, 2006.

Through this contract amendment PCEH will continue to oversee and coordinate these operations with TCEQ by collecting air samples and delivering them to the designated analytical laboratory on a daily basis including weekends and holidays. The collection of these samples will include, but is not limited to, operations, maintenance, quality assurance/quality control, data review, and reporting on these activities in accordance with currently applicable standard operating procedures.

A total of eight (8) individuals will be involved in the operation of this program (See Attachment I). Their total hours will be the equivalent of 4.25 FTEs as identified below:

| <u>Class</u> | <u>Position</u> | <u>Contract 582-5-55852</u> |
|--------------|------------------------------|-----------------------------|
| 0041 | Administrative Assistant | 0.25 |
| 0202 | Sanitarian II | 3.00 |
| 0206 | Health Program Manager | 0.25 |
| 0865 | Special Projects Officer | 0.25 |
| 0870 | Special Projects Coordinator | 0.25 |
| 0892 | Fiscal Officer | 0.25 |
| | Total: | 4.25 |

These positions are required for oversight, coordination of sample gathering, and program accountability (See Attachment I).

POLICY ANALYSIS

This ordinance follows the City practice of utilizing Federal, State and other funds to protect community health.

FISCAL IMPACT

This ordinance authorizes a contract amendment between TCEQ and SAMHD that will provide an additional \$117,500.00, bringing the project total to \$391,666.66. The amendment will also extend the contract period through June 30, 2006. The SAMHD has coordinated with the Office of Management and Budget.

COORDINATION

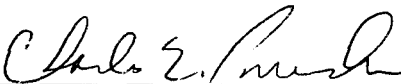
The City Attorney's Office and the Human Resources Department, Risk Management Division, have reviewed and approved the contract agreement. The SAMHD has worked with the Finance Department for accurate accounting of the contract and has coordinated this program with the Departments of Environmental Services and External Relations.

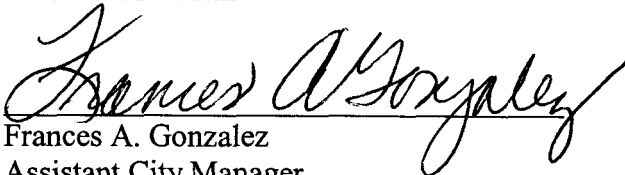
SUPPLEMENTARY COMMENTS

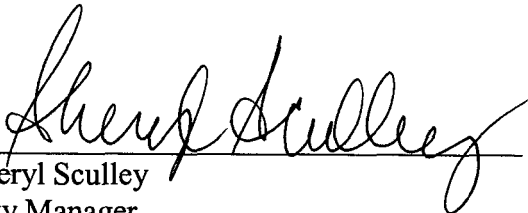
Provisions of the Ethics Ordinance do not apply.

Attachments:

- Attachment I: Texas Commission on Environmental Quality Contract Number 582-5-55852, Amendment Number 2 Budget and Personnel Complement
- Attachment II: Contract Number 582-5-55852, Contract Amendment Number 2


Fernando A. Guerra, MD, MPH
Director of Health


Frances A. Gonzalez
Assistant City Manager


Sheryl Sculley
City Manager

Attachment 1
San Antonio Air Monitoring
Fund 26008000
Funds Center 3611230000
Budget for period: 09/01/04 - 06/30/06

| <u>ESTIMATED REVENUES</u> | <u>SAP GL</u> | <u>PREVIOUS AMOUNT</u> | <u>ADD (DEDUCT)</u> | <u>REVISED AMOUNT</u> |
|----------------------------------|---------------|----------------------------|-------------------------|---------------------------|
| TCEQ Contract Number 582-5-55852 | 4501110 | \$ 235,000 | 0 | 235,000 |
| TCEQ Amendment Number 1 | 4501110 | 39,167 | 0 | 39,167 |
| TCEQ Amendment Number 2 | 4501110 | | 117,500 | 117,500 |
| | | <u>\$ 274,167</u> | <u>117,500</u> | <u>391,667</u> |

APPROPRIATIONS

San Antonio Air Monitoring 09/01/04 - 06/30/06
Activity: 36-11-23
Cost Center 3611230001
Internal Order 136000000243 entitled "2004-05 Air Monitoring"

| | | | | |
|--------------------------------|---------|-------------------|----------------|----------------|
| Regular Salaries & Wages | 5101010 | \$ 114,886 | 80,340 | 195,226 |
| Language Skill Pay | 5101050 | 0 | 600 | 600 |
| Social Security | 5103005 | 8,790 | 4,395 | 13,185 |
| Life Insurance | 5103010 | 210 | 105 | 315 |
| Personal Leave Buy Back | 5103035 | 2,000 | 0 | 2,000 |
| TMRS | 5105010 | 13,366 | 6,683 | 20,049 |
| Education/Training | 5201025 | 3,000 | (1,000) | 2,000 |
| Transportation | 5203090 | 0 | 4,000 | 4,000 |
| Membership Dues | 5203050 | 575 | 0 | 575 |
| Maintenance & Repair - Auto | 5204020 | 1,500 | 500 | 2,000 |
| Mail & Parcel | 5205010 | 200 | 0 | 200 |
| Travel | 5207010 | 3,500 | 0 | 3,500 |
| Office Supplies | 5302010 | 1,113 | 55 | 1,168 |
| Clothing & Linen | 5304005 | 1,800 | (800) | 1,000 |
| Chemical, Medical & Drugs | 5304040 | 1,000 | 0 | 1,000 |
| Photographic Supplies | 5304045 | 2,000 | 0 | 2,000 |
| Tools, Apparatus & Accessories | 5304050 | 4,000 | (2,000) | 2,000 |
| Computer Software | 5304075 | 6,500 | 0 | 6,500 |
| Communications-Telephone | 5403010 | 1,850 | 650 | 2,500 |
| Cell Phone | 5403040 | 1,980 | 1,000 | 2,980 |
| Automatic Data Processing | 5403520 | 900 | 400 | 1,300 |
| Motor Fuel & Lubricants | 5403545 | 7,000 | 1,000 | 8,000 |
| Vehicle Management Fee | 5404510 | 293 | 145 | 438 |
| Group Health Insurance | 5405040 | 20,596 | 11,133 | 31,729 |
| Indirect Costs | 5406530 | 13,970 | 7,394 | 21,364 |
| Rental of Rolling Equipment | 5407510 | 5,850 | 2,900 | 8,750 |
| Computer Equipment | 5501000 | 7,500 | 0 | 7,500 |
| Machinery & Equipment - Auto | 5501050 | 49,788 | 0 | 49,788 |
| Total | | <u>\$ 274,167</u> | <u>117,500</u> | <u>391,667</u> |

PERSONNEL COMPLEMENT

Activity: 36-11-23
Cost Center 3611230001
Internal Order 136000000243

| <u>Class No.</u> | <u>Title</u> | <u>PREVIOUS POSITIONS</u> | <u>ADD (DEDUCT)</u> | <u>REVISED POSITIONS</u> |
|------------------|--|-------------------------------|-------------------------|------------------------------|
| 0041 | Administrative Assistant (.25 FTE) | 1 | 0 | 1 |
| 0202 | Sanitarian II | 2 | 1 | 3 |
| 0206 | Health Program Manager (.25 FTE) | 1 | 0 | 1 |
| 0865 | Special Projects Officer (.25 FTE) | 1 | 0 | 1 |
| 0870 | Special Projects Coordinator (.25 FTE) | 1 | 0 | 1 |
| 0873 | Accountant I | 1 | (1) | 0 |
| 0892 | Fiscal Officer (.25 FTE) | 1 | 0 | 1 |
| | Total | <u>8</u> | <u>0</u> | <u>8</u> |

CONTRACT NUMBER 582-5-55852

CONTRACT AMENDMENT

ATTACHMENT II

STATE OF TEXAS §
COUNTY OF TRAVIS §

AMENDMENT NUMBER 2

The Texas Commission on Environmental Quality (TCEQ), and the City of San Antonio hereby agree to amend Contract No. 582-5-55852, as shown below. This amendment will extend the contract period, increase the contract amount and revise the Scope of Work.

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

| | |
|---------------------------------|----------------------|
| The Original Contract Amount | \$ 235,000.00 |
| Contract Amendment No. 1 | \$ 39,166.66 |
| <u>Contract Amendment No. 2</u> | <u>\$ 117,500.00</u> |
| The Total Contract Amount | \$ 391,666.66 |

2. Article 1 of the Agreement (relating to the Scope of Work) is amended as per the attached document.
3. Article 4 of the Agreement (relating to Term of Contract) is amended to reflect the following revisions.

(Displayed here in struck-out text) formerly read:

~~This Contract shall begin on 9-28, 2004 or date of last contract signature, whichever is later, and shall terminate on full performance, which is due on 12-31, 2005, unless terminated early or extended in accordance with the terms of the Contract.~~

With this amendment, Article 4 now reads:

This Contract shall begin on 9-28, 2004, or date of last contract signature, whichever is later, and shall terminate on full performance, which is due on 6-30, 2006, unless terminated early or extended in accordance with the terms of the Contract.

All other conditions and requirements of Contract Number 582-5-55852 will remain unchanged.
This Amendment will be effective upon 1/1/06 or the date of the last contract signature, whichever is later.

RECEIVING AGENCY

Texas Commission on Environmental Quality

PERFORMING PARTY

City of San Antonio

By: _____
Authorized Signature

Printed name

Title

Date: _____

By: _____
Authorized Signature

Printed name

Title

Date: _____

Scope of Work

A. Facts/Purpose

1. The Texas Commission on Environmental Quality (TCEQ) has a need to contract for the service to operate and maintain **6 (six)** whole-air samplers in the **San Antonio**, Texas area.
2. The proposed work must be performed in accordance with currently applicable standard operating procedures (SOP) developed by the EPA (see reference below), TCEQ, and the respective instrument manufacturers.
(Ref: Compendium of Standard Operating Procedures - BioWatch Field Monitoring Program: Ambient Air Sampling Using a Portable Sampling Unit version 2 (PSU-2); Revision No: 1.1; Date Issued: June 30, 2005)

B. TCEQ Responsibilities

TCEQ staff will be responsible for providing:

1. All computer hardware and software required to perform this service.
2. Specific equipment and supplies necessary to perform this service.

Note that all initial training to perform this work will be provided by a "Stand-Up Team" of U.S. Department of Homeland Security/U.S.EPA/U.S. Department of Energy - Los Alamos National Laboratories (DHS/EPA/LANL).

C. Contractor Responsibilities

The contractor shall provide:

1. Competent personnel who, if a new hire or have not previously held a position in the BioWatch Program, must meet the following requirements:
 - (a) Have U.S. citizenship
 - (b) Have undergone a "typical" background check as is usually associated with a new state/local government hire;
 - (c) Have no criminal record of felonies;and,
 - (d) Has passed an "Initial Display of Analytical Capability (IDAC)" if involved in the operation of a collector.

2. Cell phones or pagers to all appropriate BW personnel at all times during assigned working hours.
3. A vehicle to provide for all on-site services and the maintenance of an accurate mileage record reflecting all significant BioWatch-related activities.
4. All minor equipment or supply components considered both durable (e.g., hinges, locks) or consumable/disposable (e.g., fuses, wiring, wipes, gloves) that is considered normally available at a local hardware or electronics store.
5. Training of staff not present for or hired after the initial federal "Stand-Up Team" training described in B.3. above.

D. Qualifications and Experience

1. Site operators should have sufficient hands-on experience with the operation and maintenance of ambient-air particulate samplers/collectors.
2. Site operators must have a thorough understanding of ambient-air monitoring for particulate-matter sampling.

E. Description and Schedule of Deliverables

All deliverables must be in accordance with currently applicable guidelines including the EPA's BioWatch Quality Assurance Project Plan (QAPP) (6/17/05; Revision 1.1), the EPA's Compendium of Standard Operating Procedures (SOP) - BioWatch Field Monitoring Program: Ambient Air Sampling Using a Portable Sampling Unit version 2 (PSU-2); (6/30/05; Revision 1.1), and any other guidance mutually-agreed upon with TCEQ and EPA.

The contractor shall provide:

1. The collection of air monitoring samples from each active collector, seven days a week, including, but not limited to, operations, maintenance, quality assurance/quality control (QA/QC), and data review, and reporting on these activities in accordance with currently applicable SOP's.
2. The delivery of collected daily samples to the designated analytical laboratory by the laboratory's requested deadline and no later than three (3) hours following the completion of the entire daily sample-collection route.

3. Assurance that each sample meets minimum Measurement Quality Objectives (MQO) specified in the referenced EPA QAPP including meeting the sampling interval restriction of 24 ± 3 hours.
4. Assurance of the daily completion of all appropriate paperwork and the efficient operation of the assigned Sample Management System (SMS) including:
 - a) The required maintenance of sample integrity and chain-of-custody;
 - b) The maintenance of each full year's data records in a secure location for one full year following December 31st of the year in which the data was generated and, after which, will be destroyed in accordance with the currently applicable EPA QAPP.
5. A record and concatenation (linking) of the unique ID numbers of each collector with site location information and provide this information as well as any updating or revisions of such information to the TCEQ within three (3) business days of such changes (not to be confused with the 24-hour reporting deadlines applying to "exceptions" in Item 7. below).
6. The arrangement for new collector-site setups including, but not limited to, property agreements, building contractor negotiations, electrical power, security (fencing), and site-access requirements).
7. TCEQ notification of, as soon as possible and no later than 24 hours following, any significant "exceptions" to the normal sample-collection routine including, but not limited to:
 - a) Collector failures or downtimes;
 - b) Site start-up or closure (whether seasonal or permanent, planned or sudden);
 - c) Collector relocations (note that consensus approval must be received from the TCEQ/EPA/LANL for any relocation of permanent BW-network collectors);
 - d) Special-event monitoring (i.e., activation of spare collectors) (note that costs associated with special-event monitoring may not be reimbursable under this contract without special approval);
 - e) Details regarding any breach of security including tampering, break-in, theft, defacement, or other suspicious activity; or,
 - f) Any significant variation from standard operating procedures.
9. A complete list of persons authorized to access the SMS with a brief description of their qualifications as described in D. above.

10. Appropriate training of personnel assigned to BW operations and the maintenance of a pool of appropriately-trained personnel.
11. The assignment of persons experienced with BW operations to be available via telephone or pager on a 24/7 basis.
12. Written quarterly reports within 15 days following the end of each quarter that include the following:
 - a) Identification the primary point of contact (POC) and all staff conducting operations with notation of any changes from previous reports (e.g., new hires or turnover);
 - b) QA information as specified in the currently applicable QAPP; and,
 - c) Collector inventory details including number of operable and non-operable collectors in reserve (i.e., spares) information on the number of filter holders in rotation and their attrition rate.
13. Invoicing on a quarterly basis accompanied by a detailed breakdown of expenditures including, but not limited to:
 - a) Personnel (FTE) time (specifying individuals' billed hours and billing rate);
 - b) Training;
 - c) Equipment;
 - d) Supplies;
 - e) Vehicular costs;
 - f) Travel, including mileage/transportation;
 - g) Collector re-siting; and,
 - g) Other relevant expenses.

F. Acceptance Criteria

If, during any quarter, a 90% efficiency in filter delivery to the laboratory is not met (excluding missed deliveries due to acts of God), payment will be adjusted accordingly.