

AN ORDINANCE 2006-06-29-0835

**AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR UP TO \$29,865.00 WITH TEXAS A&M RESEARCH FOUNDATION TO PROVIDE LABORATORY ANALYSIS OF FISH TISSUE SAMPLES FROM THE LOWER LEON CREEK FOR THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT'S PUBLIC CENTER FOR ENVIRONMENTAL HEALTH FOR THE PERIOD JULY 1, 2006 THROUGH DECEMBER 31, 2006.**

\* \* \* \* \*

**WHEREAS**, in 2000, the United States Air Force, conducting routine monitoring along Leon Creek, found that whole fish samples contained polychlorinated biphenyls (PCBs) and organochlorine pesticides; and

**WHEREAS**, a follow-up study in 2002 determined that the consumption of any species of fish taken from lower Leon Creek would pose a possible public health hazard for cancer and adverse systemic health outcomes; and

**WHEREAS**, fish samples will be collected by a team from the San Antonio River Authority, Texas Parks and Wildlife Department and Public Center for Environmental Health staff members, and then analyzed by the Geochemical & Environmental Research Group (GERG); and

**WHEREAS**, the GERG laboratory has a vigorous Quality Assurance Program and is the only laboratory currently used by the Seafood and Aquatic Life Group of the Texas Department of State Health Services for assessing risk associated with consumption of fish; **NOW THEREFORE:**

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

**SECTION 1.** The City Manager or her designee is authorized to execute a professional services agreement for up to \$29,865.00 with Texas A&M Research Foundation to provide laboratory analysis of fish tissue samples from the lower Leon Creek for the San Antonio Metropolitan Health District's Public Center for Environmental Health for the period July 1, 2006 through December 31, 2006. A copy of said agreement is attached hereto and incorporated herein for all purposes as Attachment I.

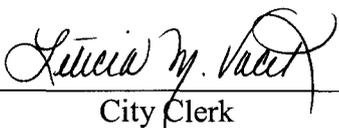
**SECTION 2.** Payments in an aggregate amount not to exceed \$29,865.00 are authorized to be paid from Fund 26032000 and Internal Order # 136000000313 entitled "PCEH 2005-06", GL 5201040 Fees to Professional Contractors – PROJECTS on a fee-for-service basis.

**SECTION 3.** 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 4.** This ordinance shall be effective on and after July 9, 2006.

PASSED AND APPROVED this 29th day of June, 2006.

  
Fou. M A Y O R  
**PHIL HARBERGER**

ATTEST:   
City Clerk

APPROVED AS TO FORM:   
for City Attorney

# Agenda Voting Results

**Name:** 82

**Date:** 06/29/06

**Time:** 07:54:43 PM

**Vote Type:** Multiple selection

**Description:** An Ordinance authorizing the execution of a professional services agreement for up to \$29,865.00 with Texas A&M Research Foundation to provide laboratory analysis of fish tissue samples from the lower Leon Creek for the San Antonio Metropolitan Health District's Public Center for Environmental Health for the period July 1, 2006 through December 31, 2006. [Presented by Dr. Fernando A. Guerra, Director, Health; Frances A. Gonzalez, Assistant City Manager]

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10	Not present			
MAYOR PHIL HARDBERGER	MAYOR	Not present			

**ANALYTICAL SERVICES AGREEMENT**

This Agreement is entered into by and between the following parties:

("Sponsor"): The City of San Antonio on behalf of the San Antonio Metropolitan Health District

("TAMRF"): Texas A&M Research Foundation

The Agreement for all purposes shall be conducted in accordance with the following provisions which are attached and made a part of this Agreement:

**Exhibit 1** General Terms and Conditions

**Exhibit 2** Statement of Work and Fixed-Unit Rates

**Administrative Contacts:**

**Sponsor:** Ms. Kyle Cunningham, R.S.  
Health Program Manager  
Public Center for Environmental Health  
San Antonio Metropolitan Health  
2513 Kennedy Circle, Building 180, suite 105  
San Antonio, Texas 78235  
210-532-5765, 210-532-3747 Fax  
kcunningham@sanantonio.gov

**TAMRF:** Ms. Melanie Martin  
Negotiator & Senior Research Administrator  
Texas A&M Research Foundation  
Room 120, Bell Building  
University Drive & Wellborn Road  
3578 TAMU  
College Station, Texas 77843-3578  
979-862-8465, 979-862-3250 Fax  
mlm@rf-mail.tamu.edu

The parties have signed this Agreement in duplicate originals, and the Agreement is effective as of the date last written below (see next page):

**CITY OF SAN ANTONIO ON BEHALF OF THE TEXAS A&M RESEARCH FOUNDATION  
SAN ANTONIO METROPOLITAN HEALTH DISTRICT**

\_\_\_\_\_  
Frances A. Gonzalez  
Assistant City Manager

\_\_\_\_\_  
Charlene Miller  
Associate Vice President

ATTEST:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Leticia M. Vacek  
City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bernard  
City Attorney

## **Exhibit 1 - General Terms and Conditions**

### **1. Statement of Work**

TAMRF agrees to perform the work set forth in **Exhibit 2**. Any additional work not specifically identified in the scope of work statement, but which is indicated during the course of the study shall be separately negotiated and funded for the appropriate amounts to be agreed upon by Sponsor and TAMRF.

### **2. Period of Performance**

The period of performance for this Agreement shall begin on July 1, 2006, and shall end on December 31, 2006. This period may be extended by mutual agreement of the parties in writing.

### **3. Consideration and Payment**

As consideration for TAMRF's performance under the terms of this Agreement, Sponsor agrees to pay TAMRF a fixed-unit rate in accordance with the rates in **Exhibit 2**. TAMRF will submit invoices upon completion of analyses, and payment is due within thirty (30) days of receipt of the invoices by Sponsor. Invoices will be submitted to Sponsor's address on the cover page of this Agreement. All payments to TAMRF under this Agreement shall be made to the following address:

Texas A&M Research Foundation  
Suite 200, 3000 Briarcrest Drive  
Bryan, Texas 77802-3000

### **4. Independent Contractor**

The parties agree that each is independent, and not a partner, joint venturer, or agent of the other. The employees of each party shall not be deemed the employees of the other party for any reason whatsoever. Neither party shall have any right or authority to commit the other, incur any obligation on behalf of the other, or represent to any person or entity that any such authority exists.

### **5. Publicity**

Sponsor shall not indicate, directly or indirectly, any endorsement by TAMRF, The Texas A&M University System (TAMUS), or any component institution or agency of TAMUS, of any products or services of Sponsor for any reason whatsoever, without obtaining the express, prior written consent of TAMRF. Sponsor shall not use the name of TAMRF, TAMUS, or any component institution or agency of TAMUS, nor the names of any of their employees nor any adaptation in any advertising, promotional or sales literature without prior written consent obtained from TAMRF in each case.

### **6. Warranty**

The data and information delivered under this Agreement shall be acquired and processed in a good and workmanlike manner in accordance with accepted practices of the geochemical profession. Notwithstanding any other terms and provisions of this Agreement, such data and information shall be delivered under this Agreement with the understanding and agreement that any action Sponsor may take based upon the data and information, or any use thereof, shall be at Sponsor's sole risk and responsibility.

CONCERNING THE INFORMATION AND DATA PROVIDED UNDER THIS AGREEMENT, TAMRF MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

**7. Governing Law**

The validity, interpretation, and enforcement of this Agreement shall be governed and determined by the laws of the State of Texas, excluding the conflict of laws rules which might require the application of the laws of another jurisdiction.

**8. Termination**

This Agreement may be terminated for convenience by either party at any time prior to the full term of the Agreement period provided that a written notice is given to the other party thirty (30) days in advance. However, Sponsor shall be obligated to pay for all services, orders, materials, or facilities committed in good faith prior to the effective date of termination.

**9. Miscellaneous**

This Agreement constitutes the entire agreement between the parties relative to the subject matter, and may be modified or amended only by a written agreement signed by both parties.

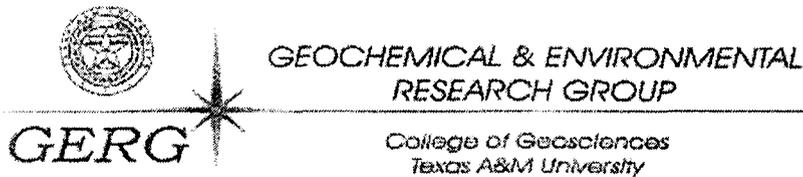
This Agreement shall not be assigned, in whole or in part, by either party without the prior written consent of the other party. Any attempt to do so shall be void.

This Agreement is binding upon and shall inure to the benefit of the parties, their representatives, successors in interest and authorized assigns.

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right to require such performance at any time thereafter nor shall the waiver by either party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, then such provision shall be severed and shall not affect the remainder of this Agreement.

**Exhibit 2**  
**Scope of Work and Fixed-Unit Rates**



March 7, 2006

Ms Kyle Cunningham R.S.  
Health Program Manager  
Public Center for Environmental Health  
San Antonio Metropolitan Health  
210-532-5765 (v)  
kcunningham@sanantonio.gov

Dear Kyle:

We are pleased to provide this quotation for your review. This quote should be considered preliminary pending final institutional approval; however, the costs are not expected to change. The Geochemical and Environmental Research Group (GERG) of Texas A&M University will provide you laboratory services for the analysis of fish tissue samples for metals (27 @ \$160 each = \$4,320), pesticide/PCB (27 @ \$785 each = \$21,195), VOC (6 @ \$325 each = \$1950) and SVOC (6 @ \$400 each = \$2,400). The total project cost would be \$29,865. GERG will use the same standard analytical methods GERG is currently using for the Texas Department of State Health Services for the target analytes. GERG will analyze standard laboratory QC sample including a procedural blank, a matrix spike and a duplicate. The reporting format will include a case narrative, data tables for the samples, data tables for the QC samples in the batch and QA review of the analysis performed. The costs of these services are included in the per sample cost. GERG can provide a 90 day turn-around-time (TAT) for the sample delivery group. TAT is defined from the date of receipt at the GERG facility after all discrepancies or problems with the shipment are resolved. A purchase order or contract is needed before your work can be initiated. Any questions on contracts and or purchase orders should be directed to Ms. Charlene Miller (TAMURF) at 979-845-3806. Purchase orders should be made out to the Texas A&M Research Foundation (TAMU 3578 College Station, Texas 77843-3578)

On behalf of GERG, I thank you for your consideration of our laboratory to provide you services and look forward to working with you and your organization in the future. If you have any questions or need any further assistance, please do not hesitate to contact me at 979-862-2323 (ext. 134).

Sincerely,

Terry L. Wade, Ph.D.  
Deputy Director, Environmental Sciences

cc: G. Denoux, GERG  
C. Miller, TAMRF