

ORDINANCE 2022-05-12-0342

**ORDINANCE AUTHORIZING THE EXECUTION OF AN  
AMENDMENT TO AN AGREEMENT WITH THE  
UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT  
SAN ANTONIO TO EXTEND THE TERM THROUGH  
SEPTEMBER 30, 2022 TO PROVIDE THE SAN ANTONIO  
METROPOLITAN HEALTH DISTRICT WITH SARS-COV-2  
GENETIC SEQUENCING DATA AT NO ADDITIONAL COST.**

\* \* \* \* \*

**WHEREAS**, in April 2021, The University of Texas Health Science Center at San Antonio (UTHSCSA) established Next Generation Sequencing (NGS) capabilities allowing for the expansion of local Public Health Laboratory capacity for the detection of SARS-CoV-2 variants; and

**WHEREAS**, Ordinance 2021-06-17-0446 approved the initial agreement with UTHSCSA, for a term beginning April 15, 2021, and ending March 30, 2022, in an amount up to \$200,00.00 for Metro Health to receive SARS-CoV-2 variant surveillance data reports for situational awareness and epidemiological purposes; and

**WHEREAS**, due to the continued need to identify COVID-19 variants in circulation, Ordinance 2021-11-18-0878, authorized an amendment to increase compensation in an amount up to \$558,912.00; and

**WHEREAS**, the data provided through this agreement allows Metro Health to track local prevalence of CDC "Variants of Concern" and "Variants of Interest" such as Delta (AY.100) and Omicron (BA.1, BA1.1, BA2); and

**WHEREAS**, these variants are of concern/interest due to various attributes, such as increased transmissibility, increased severity, reduced neutralization by convalescent sera, reduced neutralization by monoclonal antibody therapy, and reduced neutralization by post-vaccination sera; and.

**WHEREAS**, due to ongoing concerns for COVID-19 variants in circulation, Metro Health requests approval to extend the term of the initial agreement with UTHSCSA to continue to provide SARS-CoV-2 genetic sequencing data, imperative to the COVID-19 pandemic response; **NOW THEREFORE:**

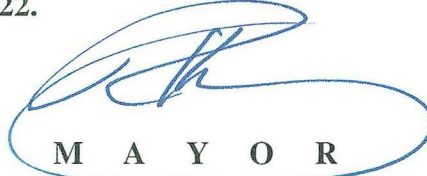
**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Manager or designee, or the Director of the San Antonio Metropolitan Health District or designee, is authorized to execute an amendment to an agreement with the University of Texas Health Science Center at San Antonio to extend the term through September 30, 2022 to provide the San Antonio Metropolitan Health District with SARS-CoV-2 genetic sequencing data at no additional cost. A copy of the amendment in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I**.

**SECTION 2.** The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer 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 3.** This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

**PASSED AND APPROVED this 12<sup>th</sup> day of May, 2022.**

  
**M A Y O R**  
**Ron Nirenberg**

**ATTEST:**

  
\_\_\_\_\_  
Debbie Racca-Sittre, Acting City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Andrew Segovia, City Attorney



## City of San Antonio

### City Council Meeting May 12, 2022

19.

2022-05-12-0342

Ordinance approving an amendment to an agreement with The University of Texas Health Science Center at San Antonio to extend the term through September 30, 2022 to provide the San Antonio Metropolitan Health District with SARSCoV2 genetic sequencing data at no additional cost. [Erik Walsh, City Manager; Claude A. Jacob, Director, Health]

Councilmember Courage moved to Approve on the Consent Agenda. Councilmember Castillo seconded the motion. The motion carried by the following vote:

**Aye:** Nirenberg, Bravo, McKeeRodriguez,  
Viagran, Rocha Garcia, Castillo, Cabello  
Havrda, Sandoval, Pelaez, Courage

**Absent:** Perry

MH  
05/12/22  
Item No. 19

# Attachment I



**AMENDMENT NO. 2  
OF  
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 its City Manager or designee, and THE UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT SAN ANTONIO an institution of The University of Texas System and an agency of the State of Texas, (hereinafter referred to as "UTHSCSA" or "CONTRACTOR"). City and UTHSCSA 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 City executed an Agreement with CONTRACTOR pursuant to Ordinance No. 2021-06-17-0446 for CONTRACTOR to conduct genetic sequencing of positive specimens for SARS-CoV-2 to identify other variants; and

**WHEREAS**, the Agreement provides for a term commencing on April 15, 2021 and terminating on March 30, 2022; and

**WHEREAS**, due to the increasing need to identify SARS-CoV-2 variants in circulation, the City executed an amendment to the Agreement on October 11, 2021 pursuant to Ordinance No. 2021-11-18-0878 to increase the total compensation for additional services; and

**WHEREAS**, the Parties agree to extend the term of the Agreement through September 30, 2022 at no additional cost to the City; and

**WHEREAS**, it is in the best interest of the City that an amendment of the Agreement now be executed to extend the Agreement through September 30, 2022; **NOW THEREFORE:**

City and CONTRACTOR agree to amend the Agreement as follows:

**ARTICLE I.  
AMENDMENTS**

Article II., "Term", Section 2.1 is amended to read as follows:

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on April 15, 2021 and shall terminate on September 30, 2022.

**ARTICLE II.  
TERMS AND CONDITIONS**

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** and **AGREED** to on this \_\_\_\_\_ day of \_\_\_\_\_, 2022. This amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

**CITY OF SAN ANTONIO**

\_\_\_\_\_  
Claude A. Jacob  
Health Director  
San Antonio Metropolitan Health District

**THE UNIVERSITY OF TEXAS  
HEALTH SCIENCE CENTER  
AT SAN ANTONIO**



Digitally signed by Chris G. Green, CPA  
DN: cn=Chris G. Green, CPA, o=UT  
Health San Antonio, ou,  
email=greenc@uthscsa.edu, c=US  
Date: 2022.04.29 13:56:01 -05'00'

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Chris G. Green, CPA  
Sr. Director, Sponsor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney