

2019 6348



Amendment No. 2  
to  
Contract No. NI170000020  
for  
Interlocal Agreement for DNA Sequencing of Salamanders  
between  
The University of Texas at Austin  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective July 17, 2019 through July 16, 2020. Zero (0) options will remain.
- 2.0 The total contract amount is increased by \$13,000 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 07/17/2017 – 07/16/2018	\$13,000.00	\$13,000.00
Amendment No. 1 Option 1-Extension 07/17/2018 – 07/16/2019	\$13,000.00	\$26,000.00
Amendment No. 2 Option 2-Extension 07/17/2019 – 07/16/2020	\$13,000.00	\$39,000.00

- 3.0 By signing this Amendment, the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 4.0 All other terms and conditions remain the same.

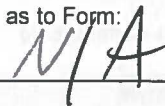
BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

**The University of Texas at Austin**

DocuSigned by:  
By: Linda Shaunessy  
09E4716847F042B  
The University of Texas at Austin  
Business Contracts Office

**City of Austin:**

By:   
City of Austin  
Purchasing Officer

Approved as to Form:   
By: \_\_\_\_\_  
City of Austin  
Law Department



UTAUS CN: 44819

Amendment No. 1  
to  
Contract No. NI170000020  
for  
Interlocal Agreement for DNA Sequencing of Salamanders  
between  
The University of Texas at Austin  
and the  
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be July 17, 2018, through July 16, 2019. One option will remain.
- 2.0 The total contract amount is increased by \$13,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 07/17/2017 – 07/16/2018	\$13,000.00	\$13,000.00
Amendment No. 1: Option 1 – Extension 07/17/2018 – 07/16/2019	\$13,000.00	\$26,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

The University of Texas at Austin

By: Linda Shawnessy  
The University of Texas at Austin  
Business Contracts Office

City of Austin:

By: [Signature]  
City of Austin  
Assistant City Manager

Approved as to form:

By: [Signature]

City of Austin  
Law Department

**INTERLOCAL AGREEMENT FOR LABORATORY SERVICES  
BETWEEN  
THE CITY OF AUSTIN AND THE UNIVERSITY OF TEXAS AT AUSTIN**

This Interlocal Agreement ("Agreement") is made by and between The University of Texas at Austin, on behalf of the Genomics Sequencing and Analysis Facility (hereinafter "UT") and the City of Austin, Texas, a home-rule municipality and political subdivision of the State of Texas, acting by and through its duly authorized City Manager, or designee (hereinafter "the City").

**WITNESSETH:**

**WHEREAS**, UT and the City are authorized to enter into this Agreement pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.001 et seq; and

**WHEREAS**, the Barton Springs and Austin Blind salamanders (*Eurycea sosorum* and *E. waterlooensis*, respectively; "covered species") are listed as endangered under the Endangered Species Act of 1973 (Act); and

**WHEREAS**, the City's operation and maintenance of Barton Springs Pool as a recreational resource imposes incidental "take" of the covered species under Section 9 of the Act; and

**WHEREAS**, the City must comply with Section 10(a)(1)(B) of the Act by implementing conservation measures including scientific research and monitoring to minimize and mitigate take; and

**WHEREAS**, characterizing genetic variation in the wild has been identified as a need by the U.S. Fish and Wildlife Service in the recovery plan for these species; and

**WHEREAS**, new populations of Barton Springs salamanders have recently been discovered outside of Zilker Park in Travis and Hays counties; and

**WHEREAS**, the Watershed Protection Department will characterize genetic variation of the covered species by sequencing DNA and performing population genetic analyses; and

**WHEREAS**, the Watershed Protection Department will characterize microbial diversity of the covered species habitat by sequencing DNA; and

**WHEREAS**, the City's current in-house and contract analytical laboratories do not have the capability to perform the required DNA sequencing; and

**WHEREAS**, UT and the City desire to enter into this Interlocal Agreement for data collection and laboratory analysis based on terms and conditions set forth herein;

**NOW, THEREFORE**, UT and the City agree as follows:

**I. OBLIGATION OF UT**

- A. UT agrees to perform data collection as described in **EXHIBIT A** attached hereto and incorporated herein for all purposes.
- B. UT agrees that the schedule of fees in **EXHIBIT A** shall not increase more than 10 percent over the total Agreement period defined below.
- C. UT shall provide services as described in the scope of work attached hereto as **EXHIBIT B** and incorporated herein for all purposes.
- D. UT shall appoint a single point of contact ("SPOC") with the City for DNA sequence data collection. UT SPOC contact information:

**DNA Sequence Data Collection:**

Michael Wilson  
The University of Texas at Austin  
Genomics Sequencing and Analysis Facility  
2500 Speedway MBB 3.210  
Austin, Texas 78712  
512-232-5924  
[mikewilson@austin.utexas.edu](mailto:mikewilson@austin.utexas.edu) or [gsaf@utgsaf.org](mailto:gsaf@utgsaf.org)

- E. UT SPOC shall monitor all work done by GSAF laboratory personnel appointed to this project.
- F. UT shall submit quarterly billing statements to the City for payment under this Agreement in accordance with the budget attached hereto as **EXHIBIT A**. The statements shall include sufficient information to support the request for payment.

## **II. OBLIGATION OF THE CITY**

- A. The City shall appoint one person to act as SPOC with UT. The City's SPOC contact information is:

City of Austin  
Watershed Protection Department  
Attn: Tom Devitt  
505 Barton Springs Rd., #1100  
Austin, Texas 78704  
(512) 974-6340  
tom.devitt@austintexas.gov

- B. In exchange for aforesaid analyses, the City shall pay UT an amount not to exceed \$13,000 for the initial one-year term of this Agreement. If this Agreement is extended under Section III. B., the City shall pay UT an amount not to exceed \$13,000 per year. The total obligation of the City under this Agreement shall not exceed \$39,000.
- C. The City has the right to audit and inspect records maintained by UT relating to work performed under this Agreement during and up to 12 months after the termination of this Agreement.

## **III. TERM, TERMINATION**

- A. This Agreement shall become effective on the date executed by all parties and shall remain in effect for 12 months, unless previously terminated or extended under Section III. B.
- B. This Agreement may be extended for up to two 12-month periods subject to the approval of UT or designee and the City Manager or designee.
- C. If either party defaults in the performance of any of the terms or conditions of this Agreement, the defaulting party shall have 30 days after receipt of written notice of such default within which to cure such default. If such default is not cured within such period of time, then the offended party shall have the right without further notice to terminate this Agreement.

#### IV. PAYMENT FOR SERVICES

- A. UT shall provide the City with quarterly invoices for batches of samples processed in the prior three months. The invoice will be paid by the City no later than 30 days after receipt. The invoice will be sent to:

City of Austin  
Watershed Protection Department  
Attn: Josephine Archer  
505 Barton Springs Rd., #1200  
Austin, Texas 78704

- B. Remittance will be made payable to UT and will be sent to:

The University of Texas at Austin  
Office of Accounting  
P.O. Box 7159  
Austin, Texas 78713-6231

- C. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

#### V. MISCELLANEOUS

- A. Severability. If any section, subsection, sentence, clause, or phrase of this Agreement is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of the Agreement shall not be affected thereby. It is the intent of the parties signing this Agreement that no portion of it, or provision or regulation contained in it shall become inoperative or fail by reason of unconstitutionality or invalidity of any other section, subsection, sentence, clause, phrase, provision, or regulation of this Agreement
- B. Law and Venue. This Agreement shall be governed by the laws of the State of Texas. The obligations under this Agreement are performable in Travis County, Texas. It is expressly understood that any lawsuit or litigation arising out of or relating to this contract will take place in Travis County, Texas.
- C. Alteration, Amendment, or Modification. This Agreement may not be altered, amended, or modified except in writing, approved by the UT Chief Financial Officer and the City Manager of the City of Austin
- D. Entire Agreement. This Agreement constitutes the entire agreement between the City and UT. No other agreement, statement or promise relating to the subject

matter of this Agreement which is not contained in this Agreement is valid or binding.

- E. Notice. Notices to either party shall be in writing, and may be either hand delivered or sent by certified or registered mail, postage paid, return receipt requested. If sent to the parties at the addresses designated herein, notice shall be deemed effective upon receipt in the case of hand deliver and three days after deposit in the U.S. Mail in case of mailing. The address of the City for all purposes shall be:



City Manager  
City of Austin  
P.O. Box 1088  
Austin, Texas 78767

Attn: Josephine Archer  
Contract Compliance  
Watershed Protection Department  
(512) 974-9735  
[josephine.archer@austintexas.gov](mailto:josephine.archer@austintexas.gov)

cc: David Johns  
Environmental Resource Management  
Watershed Protection Department  
(512) 974-2781  
[david.johns@austintexas.gov](mailto:david.johns@austintexas.gov)

The address of UT for administration of the work program described under this Agreement and for all notices hereunder shall be:

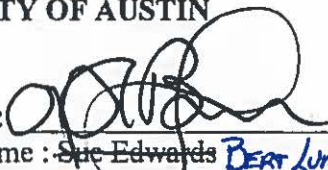
Michael Wilson  
The University of Texas at Austin  
Genomics Sequencing and Analysis Facility  
2500 Speedway MBB 3.210  
Austin, Texas 78712  
512-232-5924  
[mikewilson@austin.utexas.edu](mailto:mikewilson@austin.utexas.edu) or [gsaf@utgsaf.org](mailto:gsaf@utgsaf.org)



**WHEREFORE**, premises considered, in this Interlocal Agreement is executed to be effective the date of the last party to sign.

**CITY OF AUSTIN**

**THE UNIVERSITY OF TEXAS AT AUSTIN**

By:   
Name : Sue Edwards *BERT LUMBREAS*  
Title : Assistant City Manager

By:   
Name: Linda Shaunessy  
Title: Business Contracts Administrator

Date: 07/17/12

Date: 6/22/2017

APPROVED AS TO FORM:

  
City Law Department

**EXHIBIT "A"**  
**Data Collection and Schedule of Fees**

Fee schedule for analyses.

**1.0 Metagenomics Assays on Illumina MiSeq**

<u>Number of Samples</u>	<u>Price Per Sample</u>
176 or more	\$33.60
50-175	\$33.60 + \$416 flat fee per batch
<50	Not available; below the minimum sequencing threshold.

**2.0 Library Construction and Double-digest Restriction-site Associated DNA Sequencing; HiSeq 4000 Run; Run Type: PE 2x150 (estimated for 200 samples at 500,000 reads per sample).**

<u>Unit Description</u>	<u>Quantity</u>	<u>Rate* (\$/unit)</u>	<u>Total</u>
Labor Hours	75.1	\$54.00	\$4,055.40
Q.C. Procedure	9.6	\$22.00	\$210.54
Sample Preparation Kit	14.6	\$85.00	\$1,237.60
NextGen Sequencing Reagents	219.5	\$6.29	\$1,380.50
Illumina Sequencer Charge	3.1	\$40.00	\$124.00

<b>Total</b>	<b>\$7,008.04</b>
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\* Rate Tier: External Academic

## EXHIBIT B Scope of Work

### 1.0 PERFORMANCE REQUIREMENTS

- 1.1 Contractor shall provide timely and accurate information regarding quantitative analyses.
- 1.2 The City will deliver samples to UT for testing five days a week (Monday-Friday) during normal working hours of 8:00 a.m. to 5:00 p.m. excluding major holidays (Thanksgiving, Christmas, New Year's Day.)
  - 1.2.1 Notification of scheduled sampling events will be given to UT at least 24-hours prior to the estimated delivery.
  - 1.2.2 City of Austin will submit samples that conform to UT Sample Input Guidelines for nucleic acid concentrations, purity, sample volume, sample storage, and identification of tubes and plates. Specifically, ddRAD and Metagenomics studies require 25ul of genomic DNA at concentrations of 10ng/ul. All samples need to be normalized to this concentration and volume and submitted in a sealed 96-well plate. The O.D. 260/280 ratio should be 1.8 or higher. DNA and RNA samples should be submitted in nuclease-free water, TE or "low-TE" buffer. RNA should be stored and delivered frozen; DNA can be delivered frozen or chilled with an ice pack.
- 1.3 For 100% of all tests, UT shall meet its stated capabilities for reporting limits. Specific requirements are stated below:
  - 1.3.1 Metagenomics assays will amplify the 16S V4 region for prokaryotic samples using primers Hyb515F\_rRNA: 5'-TCGTCGGCAGCGTCAGATGTGTATAAGAGACAGGTGYCAGCMGCCGCGGTA-3' and Hyb806R\_rRNA: 3'-TAATCTWTGGGVHCAATCAGGGACAGAGAATATGTGTAGAGGCTCGGGTGCTCTG-5'.
  - 1.3.2 Metagenomics assays will amplify the fungal ITS-1 region for fungal samples using primers HybITS-1F\_rRNA: 5'-TCGTCGGCAGCGTCAGATGTGTATAAGAGACAGCTTGGTCATTTAGAGGAAGTAA-3' and HybITS2\_rRNA: 3'-CGTAGCTACTTCTTGCCTCGGACAGAGAATATGTGTAGAGGCTCGGGTGCTCTG-5'.
  - 1.3.3 Gel-based quality assessment of metagenomics assays will be performed on a sampling of 10% of the samples post amplification.

- 1.3.4 Metagenomics assay results will include at least 10,000 2x300 bp paired-end sequences from the Illumina MiSeq platform for at least 95% of the samples submitted that meet requirements of 1.2.2 above.
- 1.4 The standard turn-around time from delivery or pick up of samples for analysis and issuance of the final report shall be no greater than 60 calendar days.
- 1.6 UT shall immediately notify the City in writing/email if they cannot meet any contracted reporting levels or requirements including details of the deviation from the specified limits and an explanation of the reason for and steps taken to avoid/mitigate deviation(s).
- 1.7 UT shall immediately notify the City by phone or email about analysis of a sample with any anticipated matrix interference problems. The City will have the sole option of proceeding.
- 1.8 If an analysis cannot be completed before the time limit of the sample expires, written/email notification from UT shall immediately be sent and include an estimated time of completion. The City will have the option of either requesting the sample analysis continue, or refuse the sample analysis with no charges invoiced to the City. If requested, the properly preserved sample remainder shall immediately be returned to the City.
- 1.9 UT shall, at their own expense, repeat the analyses of samples that do not meet the agreed upon reads per sample. UT will not charge the City for the analysis of samples that fail to meet the reads-per-sample specification after the second attempt.
- 1.10 UT shall assume charges for testing aborted due to problems in sample analysis by UT.
- 1.12 UT shall accept computer generated Chain of Custody records (COC) from the City of Austin, or provide a standard laboratory COC form. UT shall perform COC documentation.
- 1.13 UT shall assume responsibility for the custody of samples and the protection of the integrity for samples received.
- 1.14 UT shall invoice quarterly and include a detailed list of the work performed, itemizing by cost each test method for all work performed in the prior 3-months. In no event shall an invoice be paid without a City accepted final report for all work.

## **2.0 REPORTS**

- 2.1 UT shall send to the City one original final and comprehensive report no later than 60 calendar days from the date the sample was received by UT. There shall be one final report for each sample batch submitted in an electronic format. The reports shall contain all documentation pertaining to the analyses as required by the test method, COC documentation, identification of the testing lab, and a summary report of the results and quality assurance reporting.