

**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:** ORDINANCE ACCEPTING FUNDS FROM THE MARCH OF DIMES BIRTH DEFECTS FOUNDATION

**DATE:** March 31, 2005

**SUMMARY AND RECOMMENDATIONS**

This ordinance authorizes the Interim City Manager to accept and execute a grant agreement totaling \$33,925.00 from the March of Dimes Birth Defects Foundation to renew support for the ongoing "Learn, Eat, and Enjoy" Program in the San Antonio Metropolitan Health District (SAMHD) for the period March 1, 2005 through February 28, 2006. This ordinance will also adopt the program budget, approve the personnel complement, and approve payments for contractual services.

Staff recommends approval.

**BACKGROUND INFORMATION**

Almost daily, the fast food culture provides families with quick and easy meals. However, these meals usually have a high fat content and lead to poor dietary practices. These habits affect the well being of expectant mothers. Through this proposed ordinance, the SAMHD and the Texas Cooperative Extension Program of the Texas A&M University System will team up to support the ongoing "Learn, Eat and Enjoy" Program.

This effort will teach 300 at-risk pregnant women the value of nutritional meal planning, food selection, food preparation, and food safety. The lasting impact of the program will be the development of new nutritional habits for the women and their families.

The personnel complement for this program will be one (1) part time position: Special Projects Coordinator (See Attachment I). Nutritional courses will be held for seven weeks at three SAMHD clinics. This person will coordinate classes, design and assure program evaluation, and perform duties as needed to make this program successful. This program includes cooking and meal management using culturally appropriate foods to achieve better dietary habits. Funding is included for the Texas Cooperative Extension Program to purchase these foods for preparation in the classes. Also, funding is included to support guest visits from outside registered dietitians and foods they may bring to enhance the program.

## **POLICY ANALYSIS**

This ordinance follows past City policy of fostering the development and maintenance of cooperative relationships with community programs that increase awareness, access and participation of residents in health programs.

## **FISCAL IMPACT**

This March of Dimes grant provides \$33,925.00 in funding for the ongoing "Learn, Eat and Enjoy" Program in the SAMHD. Acceptance of this grant will place no demand on the City General Fund.

## **COORDINATION**

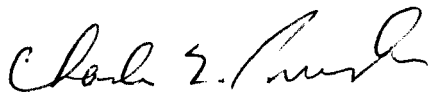
The City Attorney's Office and the Human Resources Department, Risk Management Division have reviewed the contract with the March of Dimes Foundation.

## **SUPPLEMENTARY COMMENTS**

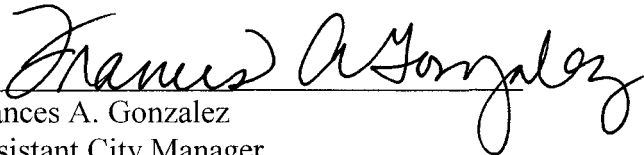
Provisions of the Ethics Ordinance do not apply.

Attachments:


- Attachment I: March of Dimes Project Budget and Personnel Complement
- Attachment II: March of Dimes Birth Defects Foundation Chapter Grant Agreement



Fernando A. Guerra, MD, MPH  
Director of Health



Frances A. Gonzalez  
Assistant City Manager



J. Rolando Bono  
Interim City Manager

## **AN ORDINANCE**

**AUTHORIZING THE ACCEPTANCE OF FUNDS TOTALING \$33,925.00 FROM THE MARCH OF DIMES BIRTH DEFECTS FOUNDATION TO RENEW SUPPORT FOR THE ONGOING "LEARN, EAT AND ENJOY" PROGRAM IN THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT FOR THE PERIOD MARCH 1, 2005 THROUGH FEBRUARY 28, 2006; AUTHORIZING THE EXECUTION OF THE GRANT AGREEMENT WITH MARCH OF DIMES; ADOPTING THE PROGRAM BUDGET; APPROVING THE PERSONNEL COMPLEMENT; AND APPROVING PAYMENTS FOR CONTRACTUAL SERVICES.**

\* \* \* \* \*

**WHEREAS**, the San Antonio Metropolitan Health District (SAMHD) delivers various comprehensive public health services to protect the health of all residents within the jurisdiction of the District; and

**WHEREAS**, the March of Dimes Birth Defects Foundation, a national organization working through local affiliates across the country, is sponsoring a campaign to improve dietary habits of pregnant women in order to prevent prematurity and low birth weight infants through nutrition education, food preparation, food selection and food safety; and

**WHEREAS**, said Foundation has offered a grant in the amount of \$33,925.00 to the SAMHD to renew support for the ongoing program entitled "Learn, Eat and Enjoy" for the period March 1, 2005 through February 28, 2006; and

**WHEREAS**, it is now necessary to authorize the acceptance of the grant from the March of Dimes Birth Defects Foundation, authorize the execution of the grant agreement, adopt the program budget, approve the personnel complement, and approve payments for contractual services; **NOW THEREFORE**:

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

**SECTION 1.** The Interim City Manager, or his designee, is authorized to accept and execute a grant agreement totaling \$33,925.00 from the March of Dimes Birth Defects Foundation to the SAMHD to renew support for the ongoing program entitled "Learn, Eat and Enjoy" for the period March 1, 2005 through February 28, 2006. A copy of said agreement is set out in Attachment II and incorporated herein for all purposes.

**SECTION 2.** SAP Fund No. 26012000, Funds Center 3606380000, Cost Center 3606380002, Internal Order 136000000266 has been designated for use in accounting for the fiscal transactions of this program.

**SECTION 3.** The sum of \$33,925.00 is hereby appropriated in the above-designated fund and the budget set out in Attachment I is approved and adopted for entry on the City books.

**SECTION 4.** The one (1) personnel position set out in Attachment I is hereby authorized for the activity shown thereon.

**SECTION 5.** Payments in an aggregate amount not to exceed \$6,500.00 are hereby authorized to be paid for class set-up, pre-meal preparation activities, recruitment of high-risk participants, and training in nutrition education and health literacy to support the program. These payments will be made from SAP Fund 26012000, Funds Center 3606380000, Cost Center 3606380002, Internal Order 136000000266, GL No. 5201040, Fees to Professional Contractors on a fee-for-service basis.

**SECTION 6.** The Director of Finance may, subject to concurrence by the Interim City Manager or the Interim City Manager's designee, correct allocation to specific fund numbers, account numbers, and internal order numbers as necessary to carry out the purpose of this ordinance.

**SECTION 7.** Should the grant agreement be in an amount other than that budgeted for, or should the grant agreement contain terms and conditions different than those currently existing, acceptance of the grant, budget and corresponding personnel complement will be subject to subsequent City Council ordinance.

**SECTION 8.** This ordinance shall be effective on and after the tenth day after passage hereof.

PASSED AND APPROVED this \_\_\_\_\_ day of March, 2005.

**M A Y O R**

ATTEST:

City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
City Attorney

**Attachment I**  
**March of Dimes Project 2005-2006**  
**Functional Area 3600500000020009**  
**Fund 26012000**  
**Funds Center 3606380000**  
**Budget for period: 03/01/2005 to 02/28/2006**

<u>ESTIMATED REVENUES:</u>	<u>SAP GL No.</u>	<u>CURRENT AMOUNT</u>
March of Dimes Grant	4501160	\$ 33,925
TOTAL:		\$ <u>33,925</u>

**APPROPRIATIONS:**

"Learn, Eat and Enjoy" Program 03/01/05 - 02/28/06  
 Cost Center 3606380002  
 Internal Order 136000000266

Regular Salaries and Wages	5101010	19,584
FICA	5103005	1,531
Education	5103065	1,235
Mail and Parcel Post Service	5205010	200
Travel - Other	5203090	1,000
Fees to Professional Contactors	5201040	6,500
Office Supplies	5302010	1,515
Food	5304020	1,000
Pagers	5403030	100
Automated Data Processing Services	5403520	360
Other Commodities	5304080	900
TOTAL:		\$ <u>33,925</u>

<b>PERSONNEL COMPLEMENT</b>	<b>PREVIOUS POSITIONS</b>	<b>ADD (DEDUCT)</b>	<b>REVISED POSITIONS</b>
Cost Center 3606380002			
Internal Order 136000000266			
Class No. Title			
0870 Special Projects Coordinator (.5 FTE)	<u>1</u>	<u>0</u>	<u>1</u>
<b>Total Personnel:</b>	<b>1</b>	<b>0</b>	<b>1</b>

# MARCH OF DIMES BIRTH DEFECTS FOUNDATION

## CHAPTER GRANT AGREEMENT

(For use with March of Dimes Chapter Grants)

**Grantor (March of Dimes Chapter):** Texas

**Contact Person:** Janet M. Shephard, LMSW

**Address:** 901 South Mopac, #195, Austin, Texas 78746

**Phone #:** (979) 251-8857

**Grantee: (Organization):** San Antonio Metropolitan Health District

**Contact Person:** Linda Hook, RN

**Address:** 332 West Commerce, Suite 300

**Phone #:** (210) 207-8731

**Grant Award:** \$33,925

**Grant Period:** 03/01/05 to 02/28/06

**Project Name and General Description:** To improve the dietary habits and prenatal care knowledge of high risk pregnant women in order to reduce the risk of delivering premature and low birth weight infants.

Congratulations on your Grant Award! Below are listed specific guidelines that must be adhered to by all March of Dimes grantees. The award of grant funds for your project (the "Project") is contingent upon your agreement to comply with the grant guidelines provided below:

1. The Grantee must submit a press release announcing the receipt and purpose of the Grant Award to the March of Dimes Chapter (the "Chapter") for Chapter review and approval, and may be requested to attend a photo session for presentation of the Grant Award. The Chapter's communications staff will assist with the development of a suitable press release and will make recommendations for its distribution.
2. The March of Dimes may request the Grantee or Project representatives to participate as speakers at March of Dimes events, such as fundraisers, educational conferences, press conferences, WalkAmerica promotions, volunteer leadership meetings, etc. Participation is not mandatory.
3. Grantee must submit an interim progress report and a year-end report on the Project to the Chapter within thirty (30) days of the close of each respective reporting period, which summarizes the Project's progress and expenses, and which will for year end, evaluate the Project's overall success.
4. Grantee will receive 50% of its Grant on or before March 1, 2005; and the other 50% of its Grant after the Chapter's receipt and approval of the Grantee's interim progress report. Grantee agrees to use the Grant Award for the Project described in its proposal unless prior written approval is received from the Chapter's Program Service Committee. This Grant Agreement is subject to the availability of funding, and accordingly may be terminated or modified in the event funding is discontinued or reduced. The March of Dimes reserves the right to review or audit applicable charges to the Project. The March of Dimes reserves the right to require Grantee to refund the Grant Award in the event Grantee improperly expends this Grant or otherwise fails to fulfill mutually agreed upon Project objectives or promises made hereunder. This provision shall survive the term of this Grant Agreement.
5. Grantee agrees to provide Grantor with reasonable levels of cooperation in connection with the Project. The March of Dimes may make site visits to the Grantee. The Grantee will be contacted in advance in order to schedule visits.
6. Grantees developing public or professional education products or other materials (the "Work(s)") with support from this Grant must submit copies of the Work(s) to the Chapter for review and approval prior to their final production and distribution.
7. Any and all Work(s) developed by the Grantee with March of Dimes funds must be imprinted with the March of Dimes name and logo consistent with March of Dimes graphic standards, and a credit line which states "Funded by a Community Grant from the March of Dimes." Any use of the March of Dimes logo, name, event or program names, or any of its other trademarks or service marks, requires the prior written approval of the March of Dimes. Additionally, any and all Work(s), consisting of medical, or educational materials, developed hereunder will be imprinted with a disclaimer which will advise the user as follows: "This material is for information

purposes only and does not constitute medical advice. The opinions expressed in this material are those of the author(s) and do not necessarily reflect the views of the March of Dimes."

8. Unless otherwise agreed to in a written document executed by Grantor and Grantee, all rights, title, and interest in any and all public or professional education products or other materials (the "Work(s)") created with support from this Grant shall be owned by the Grantee. Grantee hereby grants to the March of Dimes a royalty free irrevocable world-wide license in perpetuity to reproduce, publish or otherwise use and authorize others to use any and all Work(s) developed hereunder. Any such publication(s) by Grantor will credit Grantee for its contribution to same. Grantee agrees to the extent authorized under the Constitution and the laws of the State of Texas to indemnify and hold the March of Dimes harmless from any claims, actions, damages, penalties, or costs (including reasonable attorneys' fees) that may arise in connection with the Work(s), including without limitation infringement and any other intellectual property based claims. This paragraph shall survive the term of this Grant Agreement.
9. Notwithstanding anything to the contrary contained under this Grant Agreement, Grantor shall be free to exercise publication rights and privileges in connection with professional or academic papers or other writings it may develop in connection with the Work(s), Project activities, findings and data relative to the Grant. Any such publication(s) will credit Grantee for its contribution to same. This paragraph shall survive the term of this Grant.
10. Grantee shall not assign this Grant Agreement or subcontract work in connection with the Project, except as outlined in the grant proposal, without the prior written approval of the March of Dimes.
11. Grantee agrees to refrain from giving directive advice concerning abortion, as part of a March of Dimes funded Project.
12. Grantee agrees to the extent authorized under the Constitution and the laws of the State of Texas to indemnify and hold the March of Dimes harmless from and against all liability, damage or expense (including reasonable attorneys' fees) which Grantor may incur as a result of the acts or omissions of Grantee, its employees, consultants, contractors, or agents in connection with the Project or any breach by Grantee of its own covenants, representations or warranties hereunder. This indemnification provision shall survive the term of this Grant Agreement.
13. In addition to rights of termination provided under Paragraph 4, above, this Grant Agreement may be terminated by Grantor in the event Grantee improperly expends funds provided hereunder or otherwise fails to fulfill mutually agreed upon Project objectives or promises; or in the event of adverse changes in Grantee's business circumstances, capacity, fiscal stability, or such instance of the falsification of any Grant related applications, forms or other documentation. In event of termination, Grantee will promptly and fully return to Grantor the amount equal to any and all improperly expended funds, as well as any unexpended funds provided hereunder.
14. This Grant Agreement represents the entire understanding between the parties and may be modified only by a writing executed by both Grantor and Grantee.

(Continued on Page 3)

**MARCH OF DIMES BIRTH DEFECTS FOUNDATION  
CHAPTER GRANT AGREEMENT  
(For use with March of Dimes Chapter Grants)  
Grant Period: 03/01/05 to 02/28/06  
(Continued from Page 2)**

**READ AND AGREED TO:**

**Grantor: March of Dimes Birth Defects Foundation**

By: \_\_\_\_\_  
State Director

\_\_\_\_\_  
Please Print Name and Title

Dated: \_\_\_\_\_

**Grantee: CITY OF SAN ANTONIO**  
Federal I.D. No.: 1-746002070

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

\_\_\_\_\_  
Date

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew Martin  
City Attorney

# MARCH OF DIMES TEXAS CHAPTER GRANT ACCOUNTING REPORT

Name of Project: Learn, Eat and Enjoy (Year 2)  
 Grantee Organization: San Antonio Metropolitan Health District  
 Grant Period From: Mar-05 To: Feb-06

BUDGET AREA	Approved Budget	Amount Spent	Balance Returned
<b>A. Salaries</b>			
Name and Position			
Part-Time Special Project Coordinator	\$ 21,115.00		
<b>Total Salaries</b>	\$ 21,115.00		
<b>B. Permanent Equipment</b>			
List each item and amount over \$100.			
Small appliances, cooking supplies	\$ 200.00		
<b>Total Permanent Equipment</b>	\$ 200.00		
<b>C. Expendable Supplies</b>			
List each item and amount over \$50.			
Demonstration Activity Supplies	\$ 6,300.00		
Postage	\$ 200.00		
Bus Tokens	\$ 480.00		
Incentives - HEB Gift Cards	\$ 3,000.00		
Incentives - Small Appliances	\$ 630.00		
Graduation Gift Bag	\$ 2,000.00		
<b>Total Expendable Supplies</b>	\$ 12,610.00		
<b>D. Other Expenses</b>			
List each item and amount over \$50.			
<b>Total Other Expenses</b>	\$ -		
1. TOTAL COSTS ABOVE (A+B+C+D)	\$ 33,925.00		
2. INDIRECT COSTS			
<b>GRAND TOTAL (A+B+C+D)</b>	<b>\$ 33,925.00</b>		

Signature - Project Director \_\_\_\_\_ Date \_\_\_\_\_

Signature - Financial Officer \_\_\_\_\_ Date \_\_\_\_\_