

AN ORDINANCE 2006-03-02-0284

AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE MARCH OF DIMES BIRTH DEFECTS FOUNDATION PROVIDING \$33,705.00 FOR THE "LEARN, EAT AND ENJOY" PROGRAM OF THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT FOR THE PERIOD MARCH 1, 2006 THROUGH FEBRUARY 28, 2007; ADOPTING THE PROGRAM BUDGET; APPROVING THE PERSONNEL COMPLEMENT; AND AUTHORIZING PAYMENTS.

* * * * *

WHEREAS, the March of Dimes Birth Defects Foundation is renewing support for the ongoing "Learn, Eat, and Enjoy" Program in the San Antonio Metropolitan Health District (SAMHD) for the third year; and

WHEREAS, the SAMHD and the Texas Cooperative Extension Program of the Texas A&M University System will team up to provide prenatal support classes to 200 at-risk pregnant women emphasizing the value of nutritional meal planning along with various aspects of prenatal health education; and

WHEREAS, the program consists of six weekly classes held in a relaxed lunch atmosphere where women practice cooking and discuss concerns related to pregnancy and starting a family;
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 an agreement with the March of Dimes Birth Defects Foundation providing \$33,705.00 for the "Learn, Eat and Enjoy" Program of the San Antonio Metropolitan Health District for the period March 1, 2006 through February, 28, 2007. A copy of said agreement is attached hereto and incorporated herein for all purposes as Attachment I.

SECTION 2. Fund 26012000, Fund Center 3606380000, and Internal Order 136000000306 entitled "2006-07 March of Dimes", is hereby designated for use in accounting for the fiscal transactions of this program.

SECTION 3. The sum of \$33,705.00 is hereby appropriated in the above-designated fund, GL Account No. 4501160, and the budget which is attached hereto and incorporated herein for all purposes as Attachment II is approved and adopted for entry in the City books.

SECTION 4. Payments in an aggregate amount of \$8,230.00 are hereby authorized to be paid from Fund Center 3606380000, Internal Order 136000000306, GL Account No. 5201040, Fees to Professional Contractors, on a fee for service basis to the Texas Cooperative Extension Program of the Texas A&M University System.

SECTION 5. The one (1) personnel position set out in Attachment II is hereby authorized for Cost Center 3606380003, Internal Order 136000000306.

SECTION 6. 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 and Internal order numbers as necessary to carry out the purpose of this Ordinance.

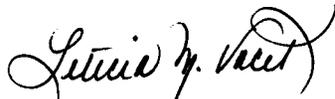
SECTION 7. This ordinance shall be effective on and after March 12, 2006.

PASSED AND APPROVED this 2nd day of March, 2006.



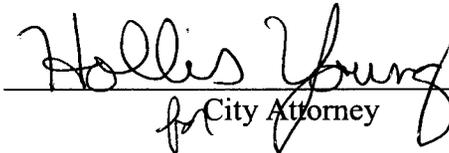
M A Y O R
PHIL HARDBERGER

ATTEST:



City Clerk

APPROVED AS TO FORM:



for City Attorney

ATTACHMENT I

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: Karen Littlejohn

Address: 8131 LBJ Freeway, Suite 115, Dallas, TX 75251

Phone #: (972) 669-3463

Grantee: (Organization): San Antonio Metropolitan Health District

Contact Person: Linda Hook, RN

Address: 332 West Commerce, Suite 300, San Antonio, TX 78205

Phone #: (210) 207-8731

Grant Award: \$33,705

Grant Period: 03/01/06 to 02/28/07

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 birthweight infants.

Congratulations on your Grant Award! Below are listed specific guidelines that must be adhered to by 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. A consultant hired by the March of Dimes may need to work with the grantee in order to refine evaluation plans, processes and tools developed for the Project. Grantee agrees to provide the Chapter with reasonable levels of cooperation in connection with the activities and requests of the consultant.
4. 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.
5. Grantee will receive 50% of its Grant on or before March 1, 2006; 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.
6. 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.
7. 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.
8. 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

March of Dimes Grantee Agreement, page 2

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.

READ AND AGREED TO:
Grantor: March of Dimes Birth Defects Foundation

Grantee (Organization): _____

By: *Paula Ransom*
State Director

By: _____
Signature

Paula Ransom, State Director

Please Print Name and Title

Dated: 2/28, 2006

Dated: _____, 2006

MARCH OF DIMES TEXAS CHAPTER GRANT ACCOUNTING REPORT

Name of Project: Learn, Eat and Enjoy - Year 3
 Grantee Organization: San Antonio Metropolitan Health District
 Grant Period From: Mar-06 To: Feb-07

BUDGET AREA	Approved Budget	Amount Spent	Balance Returned
A. Salaries			
Name and Position			
Part-Time Special Project Coordinator	\$ 21,250.00		
Total Salaries	\$ 21,250.00		
B. Permanent Equipment			
List each item and amount over \$100.			
Computer/email/pager support	\$ 460.00		
Total Permanent Equipment	\$ 460.00		
C. Expendable Supplies			
List each item and amount over \$50.			
Demonstration Activity Supplies	\$ 6,500.00		
Postage	\$ 200.00		
Gift Bags and other incentives	\$ 1,715.00		
Education Supplies - promotional material	\$ 1,030.00		
Total Expendable Supplies	\$ 9,445.00		
D. Other Expenses			
List each item and amount over \$50.			
Mileage	\$ 650.00		
Total Other Expenses	\$ 650.00		
1. TOTAL COSTS ABOVE (A+B+C+D)	\$ 31,805.00		
2. INDIRECT COSTS	\$ 1,900.00		
GRAND TOTAL (A+B+C+D)	\$ 33,705.00		

Signature - Project Director Date

Signature - Financial Officer Date

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Fernando A. Guerra	
Business name, if different from above	
Check appropriate box: <input checked="" type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 617 Rigemont	Requester's name and address (optional)
City, state, and ZIP code San Antonio, Texas 78209	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
4	5	7	5	6	4	9	5	7	

or

Employer identification number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶ <u>1-12-06</u>
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
 - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
 - Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.
- Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
- The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:
- The U.S. owner of a disregarded entity and not the entity,

Attachment II
March of Dimes Project 2006-2007
Functional Area 3600500000020016
Fund 26012000
Fund Center 3606380000
Budget for period: 03/01/2006 to 02/28/2007

<u>ESTIMATED REVENUES:</u>	<u>SAP GL No.</u>	<u>CURRENT AMOUNT</u>
March of Dimes Grant	4501160	\$ 33,705
TOTAL:		\$ <u>33,705</u>

<u>APPROPRIATIONS:</u>		
"Learn, Eat and Enjoy" Program	03/01/06 - 02/28/07	
Cost Center 3606380003		
Internal Order 136000000306		
Regular Salaries and Wages	5101010	21,250
FICA	5103005	1,328
Education	5103065	220
Fees to Professional Contactors	5201040	8,230
Temporary Services	5202010	600
Travel - Other	5203090	650
Mail and Parcel Post Service	5205010	200
Office Supplies	5302010	1,030
Pagers	5403030	53
Automated Data Processing Services	5403520	144
TOTAL:		\$ <u>33,705</u>

<u>PERSONNEL COMPLEMENT</u>		<u>PREVIOUS POSITIONS</u>	<u>ADD (DEDUCT)</u>	<u>REVISED POSITIONS</u>
Cost Center 3606380003				
Internal Order 136000000306				
Class No.	Title			
0870	Special Projects Coordinator (.05 FTE)	<u>1</u>	<u>0</u>	<u>1</u>
	Total Personnel:	1	0	1