

AN ORDINANCE 2014-11-13-0912

**AUTHORIZING THE ACCEPTANCE OF A SENIOR NUTRITION PROGRAM GRANT IN THE AMOUNT OF \$1,967,590.00 FROM THE ALAMO AREA COUNCIL OF GOVERNMENTS, AND A TOTAL PROGRAM BUDGET UP TO \$5,631,101.00 FOR THE PERIOD OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015, WHICH INCLUDES THE GRANT FUNDS, \$3,517,616.00 IN MATCHING FUNDS FROM THE FY 2015 GENERAL FUND, AN ESTIMATED \$65,000.00 IN CLIENT CONTRIBUTIONS, AND AN APPROPRIATION OF \$80,895.00 REDIRECTED FROM THE SUPPORTIVE SERVICES FOR THE ELDERLY PROGRAM; AUTHORIZING A PERSONNEL COMPLEMENT OF 52 GRANT-FUNDED POSITIONS; AND AUTHORIZING AGREEMENTS WITH LOCAL HIGHER EDUCATION INSTITUTIONS TO PROVIDE INTERNSHIPS WITHIN THE CITY'S SENIOR CENTERS FOR STUDENTS WORKING TOWARD A DEGREE IN SOCIAL SERVICES OR PUBLIC HEALTH.**

\* \* \* \* \*

**WHEREAS**, the City, through the Department of Human Services (DHS), has operated the Senior Nutrition Program using City General Funds and federal U.S. Department of Health and Human Service funds awarded through the Texas Department of Aging and Disability Services and the Alamo Area Council of Governments (AACOG) since 1973; and

**WHEREAS**, the Program provides approximately 2,700 meals daily, Monday through Friday, to seniors ages 60 and older, at 7 City-operated comprehensive senior centers and 10 City-operated senior nutrition sites, and via collaborations with agencies at 46 nutrition sites located throughout the community; and

**WHEREAS**, for FY 2015, AACOG has indicated that grant funds in the amount of \$1,967,590.00 are available to the City, which is an increase from the \$1,939,022.00 received in FY 2014; and

**WHEREAS**, DHS is, at times, approached by local higher education institutions for placement of students in the City's Senior Centers for practical experience in the fields of social services and public health, which would benefit both the institutions and the City's seniors; **NOW THEREFORE:**

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

**SECTION 1.** The City Manager or her designee, or the Director of the Department of Human Services (DHS) or her designee, is authorized to accept a grant in an amount up to \$1,967,590.00 from the Alamo Area Council of Governments (AACOG) and up to \$65,000.00 in program income from client contributions for the Senior Nutrition Program for

the period of October 1, 2014 through September 30, 2015, and to execute any and all necessary documents to effectuate acceptance of the funds. A copy of the original grant application is on file with DHS.

**SECTION 2.** A cash match of up to \$3,517,616.00 from the FY 2015 General Fund and an appropriation of \$80,895.00 redirected from the Supportive Services for the Elderly Program (SSEP) are further authorized.

**SECTION 3.** The Director of DHS, or her designee, is further authorized to enter into agreements with local higher education institutions to provide internships within the City's Senior Centers for students working toward a degree in the social services or public health. The City Attorney's office will review all proposed agreements before execution.

**SECTION 4.** Should funding be awarded, fund 26011000 entitled "Texas Department on Aging" is hereby designated for use in the accounting for the fiscal transaction in the acceptance of the grant and the sums of up to \$1,967,590.00 from AACOG, \$3,517,616.00 from the General Fund, \$65,000.00 in client contributions, and \$80,895.00 from SSEP will be appropriated in said fund. The budget, which is attached hereto and incorporated herein for all purposes as **Attachment I**, is hereby approved and adopted for entry in the City books.

**SECTION 5.** The personnel complement of fifty-two (52) positions, which is attached hereto and incorporated herein for all purposes as **Attachment II**, is hereby approved.

**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, 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.

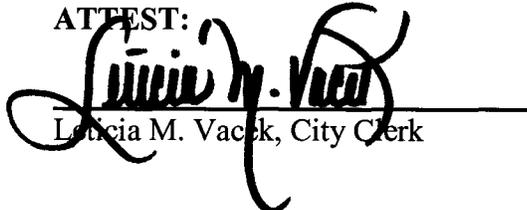
**SECTION 7.** This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 13th day of November, 2014.

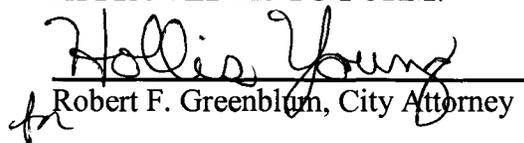


M A Y O R  
Ivy R. Taylor

ATTEST:

  
Leticia M. Vaccaro, City Clerk

APPROVED AS TO FORM:

  
Robert F. Greenblum, City Attorney

<b>Agenda Item:</b>	23 ( in consent vote: 5, 6, 8, 9, 10, 11, 13, 15A, 15B, 16, 17, 18, 19A, 19B, 22, 23, 24, 25, 26, 27, 28, 30, 31, 33, 37A, 37B, 37C, 37D, 37E )						
<b>Date:</b>	11/13/2014						
<b>Time:</b>	09:45:37 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing the acceptance of a Senior Nutrition Program grant in an amount up to \$1,967,590.00 from the Alamo Area Council of Governments and a total program budget up to \$5,631,101.00, which includes the grant funds, \$3,517,616.00 in matching funds from the FY 2015 General Fund, an estimated \$65,000.00 in client donations, and an appropriation of \$80,895.00 redirected from the Supportive Services for the Elderly Program; authorizing a personnel complement of 52 grant-funded positions; and authorizing agreements with local higher education institutions to provide internships in the City's Senior Centers for students working toward a degree in social services or public health. [Gloria Hurtado, Assistant City Manager; Melody Woosley, Director, Human Services]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ivy R. Taylor	Mayor		x				
Diego Bernal	District 1		x				x
Keith Toney	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4	x					
Shirley Gonzales	District 5	x					
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x			x	
Michael Gallagher	District 10		x				

**2015 Senior Nutrition Program**  
**October 1, 2014 - September 30, 2015**

		<b>BUDGET</b>
<b>REVENUES:</b>		
4501000	Grants Revenue - AACOG/Title III	\$1,967,590
4502230	Grants Program Income - Congregate Meals	65,000
6101100	Interfund Transfers In	3,517,616
6101101	Interfund Transfers In	80,895
	<b>TOTAL REVENUES</b>	<b><u>\$5,631,101</u></b>
<b>APPROPRIATIONS:</b>		
<b>13800000XXXX</b>	<b>Senior Nutrition Program</b>	
5101010	Regular Salaries	1,004,529
5101050	Language Skill Pay	2,400
5103005	FICA & Medicare Expense	76,846
5103010	Life Insurance	790
5103035	Personal Leave Buy Back	13,645
5103056	Transportation Allowance	4,320
5103105	Cell Phone Reimbursement	2,400
5104030	Flex Benefits Contr	141,360
5105010	Retirement Expense	85,023
5304010	Food	701,277
	<b>TOTAL 13800000XXXX</b>	<b><u>\$2,032,590</u></b>
<b>13800000XXXX</b>	<b>Senior Nutrition Grant Match Meals</b>	
5101010	Regular Salaries	90,337
5103005	FICA & Medicare Expense	6,911
5103010	Life Insurance	90
5103035	Personal Leave Buyback	600
5104030	Flex Benefits Contr	14,880
5105010	Retirement Expense	9,720
5202010	Temporary Services	30,680
5202020	Contractual Services	283,661
5203020	Administrative Fees	34,000
5203040	Advertising and Publications	200
5203060	Binding & Printing	10,000
5203090	Transportation Fees	17,000
5205010	Mail & Parcel Post	60
5205020	Rental of Office Equipment	2,410
5207010	Travel - Official	3,500
5302010	Office Supplies	7,300
5303010	Janitorial Supplies	10,000
5304010	Food	2,176,785

5304080 Other Commodities	45,000
5501055 Cap<5000 - M&E Other	12,000
5501065 Cap<5000 - Furn & Fix	10,000
<b>TOTAL 13800000XXXX</b>	<b><u>\$2,765,134</u></b>

**13800000XXXX Senior Nutrition Grant Match Transportation**

5101010 Regular Salaries	290,975
5103005 FICA & Medicare Expense	22,260
5103010 Life Insurance	173
5103035 Personal Leave Buyback	1,880
5103056 Transportation Allowance	540
5104030 Flex Benefits Contr	37,200
5105010 Retirement Expense	18,588
5201040 Fees to Professional Contractors	22,400
5203090 Transportation Fees	1,060
5204010 Linen & Laundry Services	9,864
5204020 Maint & Repair - Commercial	20,864
5204090 Maint - Repair - Auto	43,952
5205010 Mail & Parcel Post	3,675
5301020 M & R Parts Automotive	34,322
5403020 Communications Radios	600
5403545 Motor Fuel and Lubricants	64,213
5407510 Rental of City Eqt	180,459
<b>TOTAL 13800000XXXX</b>	<b><u>\$753,025</u></b>

**13800000XXXX Senior Nutrition Grant Match Senior Centers**

5204050 Maint - Buildings	3,658
5204060 Cleaning Services	20,071
5204080 Maint - M&E	2,000
5206010 Rental of Facilities	28,200
5304050 Tools & Apparatus	125
5403510 Wireless Data Communications	8,260
<b>TOTAL 13800000XXXX</b>	<b><u>\$62,314</u></b>

**13800000XXXX Senior Nutrition Grant Match Kenwood**

5204050 Maint - Buildings	3,200
5204060 Cleaning Services	9,132
5204080 Maint - M&E	888
5205020 Rental of Office Equipment	1,810
5208530 Alarm & Security	2,508
5304010 Food	500
<b>TOTAL 13800000XXXX</b>	<b><u>\$18,038</u></b>

**TOTAL APPROPRIATIONS** **\$5,631,101**

**Senior Nutrition Program**  
 October 1, 2013 - September 30, 2014

**Attachment II**

**PERSONNEL COMPLEMENT**

<b>POSITIONS</b>	<b>JOB CLASS NO.</b>	<b>CURRENT POSITIONS</b>	<b>ADDED/ DELETED</b>	<b>REVISED POSITIONS</b>
<b>13800000XXXX Senior Nutrition Program (SNP) Administration</b>				
ADMINISTRATIVE ASSISTANT	38-0040	1		1
ADMINISTRATIVE ASSOCIATE (FT)	38-2063	3		3
ADMINISTRATIVE ASSOCIATE (PT)	38-2063	2		2
COMMUNITY SERVICES SUPERVISOR	38-2054	5		5
FISCAL ANALYST	38-2218	1		1
NUTRITIONIST	38-0286	1		1
NUTRITION SITE SUPERVISOR (PT)	38-0984	13	(1)	12
NUTRITION SITE SUPERVISOR (FT)	38-0984	0	1	1
MAINTENANCE WORKER (PT)	38-7579	3		3
SENIOR ACCOUNTANT	38-2219	1		1
SENIOR MANAGEMENT ANALYST	38-0999	2		2
TIME & ATTENDANCE SPECIALIST	38-2197	1		1
VOLUNTEER SERVICES COORDINATOR	38-0407	1		1
HUMAN SERVICES ADMINISTRATOR	38-2187	0	1	1
<b>13800000XXXX SNP Administration</b>		<b>34</b>	<b>1</b>	<b>35</b>
<b>13800000XXXX SNP Match Meals</b>				
COMMUNITY SERVICES SPECIALIST	38-2062	2		2
<b>13800000XXXX SNP Match Meals</b>		<b>2</b>	<b>0</b>	<b>2</b>
<b>13800000XXXX SNP Match Transportation</b>				
CHAUFFEUR (FT)	38-0907	4		4
CHAUFFEUR (PT)	38-0907	10		10
MOBILITY SERVICES MANAGER	38-2255	1		1
<b>13800000XXXX SNP Match Transportation</b>		<b>15</b>	<b>0</b>	<b>15</b>
<b>TOTAL POSITIONS FOR SENIOR NUTRITION PROGRAM</b>		<b>51</b>	<b>1</b>	<b>52</b>

**AN ORDINANCE**

**AUTHORIZING AN AGREEMENT WITH THE SOUTHWEST TEXAS REGIONAL ADVISORY COUNCIL TO PROVIDE FUNDING IN AN AMOUNT NOT TO EXCEED \$30,000.00 IN SUPPORT OF A MULTI-AGENCY FUNDED LICENSE FOR VISUAL DX SOFTWARE FROM LOGICAL IMAGES INC. FOR BEXAR COUNTY.**

\* \* \* \* \*

**WHEREAS**, Visual Dx is a diagnostic and training tool that allows physicians to more rapidly diagnose rare diseases or agents associated with bioterrorism and pandemics; and

**WHEREAS**, in April of 2007, the San Antonio Metropolitan Health District (Metro Health) initiated a pilot program for Visual Dx and currently maintains the cost of the program; and

**WHEREAS**, in 2008, Southwest Texas Regional Advisory Council (STRAC) and the Texas Department of State Health Services (DSHS) Region 8 became partners in a multi-agency implementation plan to equip hospitals with the Visual Dx software throughout the region; and

**WHEREAS**, in 2011, the program was expanded to all Bexar County physicians through the Bexar County Medical Society (BCMS); and

**WHEREAS**, Metro Health is required to train physicians and medical responders on how to rapidly identify and diagnose patients that present themselves to hospital emergency departments and physician offices as part of its Public Health Emergency Preparedness (PHEP) grant deliverables; and

**WHEREAS**, although funding from the Metro Health PHEP grant will go specifically towards the cost for a Bexar County license, Metro Health's contribution, along with DSHS Region 8 and STRAC, who are sharing a portion of the financial cost, will expand the coverage of this service across the South Central Texas Region; and

**WHEREAS**, maintaining this license will provide the web-based Visual Dx Software to all Bexar County hospitals and physicians via BCMS; **NOW THEREFORE:**

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

**SECTION 1.** The City Manager or her designee or the Director of the San Antonio Metropolitan Health District (Metro Health) or his designee is authorized to execute an agreement with the Southwest Texas Regional Advisory Council (STRAC) to provide funding in an amount not to exceed \$30,000.00 in support of a multi-agency funded license for Visual Dx Software from Logical Images Inc. for Bexar County. A copy of the agreement in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I**.

**SECTION 2.** Funds have been appropriated in Fund 2601636131 entitled “PHEP CPS Lab Resp 15” and Internal Order 1360000000627. Payment is authorized to STRAC upon issuance of a Purchase Order.

**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 is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

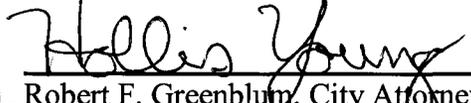
PASSED AND APPROVED this 13th day of November, 2014.

**M A Y O R**  
Ivy R. Taylor

**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
for Robert F. Greenblum, City Attorney

**AGREEMENT TO USE FUNDS**  
**of the City of San Antonio**

**THIS AGREEMENT** is entered into by and between the City of San Antonio, a Texas Municipal Corporation (City) acting by and through its City Manager, pursuant to Ordinance No. 2014-11-\_\_ - \_\_\_\_\_ passed and approved on November \_\_, 2014, and the Southwest Texas Regional Advisory Committee (hereinafter referred to as STRAC, or Recipient) by and through its Executive Director, **WITNESSETH:**

**WHEREAS**, SAMHD has identified that funds provided by the State of Texas should be provided to STRAC for the purchase of a license for Visual DX diagnostic and training tool and that STRAC should further provide training to area physicians and medical responders in the use of the diagnostic tool; and

**WHEREAS**, City Council hereby finds that such expenditure serves a municipal public purpose in that it will benefit the City's public health and safety; **NOW THEREFORE:**

For and in consideration of the following mutual promises and obligations, and for the benefit of the citizens of the City of San Antonio, the parties herein agree as follows:

1. This Agreement shall commence immediately upon execution and shall terminate on August 31, 2015.
2. In consideration of Recipient's performance, in a satisfactory and efficient manner as determined by City, of all services and activities set forth in this Agreement, City agrees to reimburse Recipient in an amount not to exceed \$30,000.00, for the purchase of a license for the Visual Dx diagnostic and training tool from Logical Images Inc.

Recipient shall further:

- a. Provide web-based Visual Dx software to all Bexar County hospitals and physicians via the Bexar County Medical Society (BCMS);
  - b. Train physicians and medical responders on how to utilize Visual Dx to rapidly identify and diagnose patients that present themselves to hospital emergency departments and physician offices;
  - c. Expand the availability and training related to Visual Dx to all Bexar County physicians via the BCMS.
3. Recipient understands and agrees to abide by and adhere to all applicable federal, state and local, laws, rules and regulations in the use of the funds, including all bidding requirements that the City is required to perform pursuant to Chapter 252 of the Local Government Code, as applicable. Recipient agrees to provide City with invoices for the expenditures under this Agreement no later than thirty (30) days from the date that Recipient makes such expenditures. All requests for reimbursement shall be submitted to the following address:

City of San Antonio  
Accounts Payable  
PO Box 839976-3976  
San Antonio, TX 78283

4. Accounting records for all expenditures shall be maintained by Recipient in accordance with generally accepted accounting practices. Recipient further agrees to maintain records verifying the use of the equipment for public health support purposes for each year throughout the term of this Agreement. All of the above-described records shall be subject to audit by the City or its contracted auditor.
5. Any literature, signs, or print advertising of any type appearing on any medium which refers to, or which is paid for by funds received as a result of this Agreement shall contain the words, "Paid for by The City of San Antonio."
6. This Agreement is not assignable and funds received as a result hereof shall only be used by the parties stated herein.
7. In the event that Recipient fails to meet any of its obligations under this Agreement, fails to use the funds for the purposes set out herein, or the Recipient no longer uses the equipment described in this Agreement in connection with Recipient's programs, Recipient shall refund to the City the total amount provided under this Agreement. Recipient shall pay City such funds no later than thirty (30) days from the date City requests such funds from Recipient.
8. None of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.
9. **INSURANCE**  
Recipient shall be responsible for insuring its employees and sub-recipients for Worker's Compensation or Alternative Plan. If a Worker's Compensation Policy is maintained, then for the duration of this Agreement, Recipient will attach a waiver of subrogation in favor of the City. Recipient shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the City be required to maintain any insurance coverage for Recipient.
10. **INDEMNITY**  
Any and all of the employees of Recipient, wherever located, while engaged in the performance of any work required by the City under this Agreement shall be considered employees of Recipient only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of Recipient.  
  
Recipient indemnifies, saves, and holds harmless the City against all claims, demands, actions or causes of action of whatsoever nature or character, as permitted by law, arising out of or by reason of the execution or performance of the work provided for herein and further agrees to defend, at its sole cost and expense, any action or proceeding commenced for the purpose of asserting any Workers' Compensation claim of whatsoever character arising herein.
11. Recipient shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take

affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation.

12. For purposes of this Agreement, all official communications and notices between the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City: Thomas Schlenker, M.D., MPH,  
Director, San Antonio Metropolitan Health District  
332 W. Commerce  
San Antonio, Texas 78205

Recipient: Eric Epley,  
Director, Southwest Texas Regional Advisory Committee  
7500 Highway 90 West, Suite 200  
San Antonio, TX 78227

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

13. If any provision of this Agreement is for any reason held to be unconstitutional, void, or invalid, the remaining provisions or sections contained herein shall remain in effect and the section so held shall be reformed to reflect the intent of the parties.
14. The signer of this Agreement for Recipient represents, warrants, assures and guarantees he or she has full legal authority to execute this Agreement on behalf of Recipient and to bind Recipient to all of the terms, conditions, provisions and obligations herein contained.
15. This Agreement and its attachments, if any, constitute the entire and integrated Agreement between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

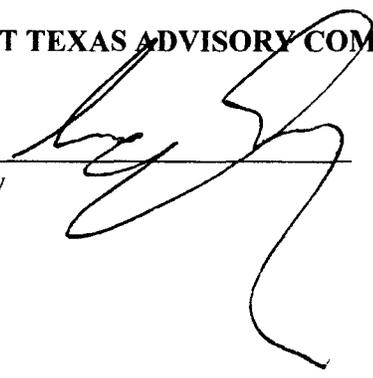
**IN WITNESS OF WHICH** this Agreement has been executed on this \_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF SAN ANTONIO**

**SOUTHWEST TEXAS ADVISORY COMMITTEE**

By: \_\_\_\_\_  
Thomas Schlenker, M.D., MPH  
Director

By: \_\_\_\_\_  
Eric Epley  
Director



**APPROVED AS TO FORM:**

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