

AN ORDINANCE 2013-10-17-0724

**AUTHORIZING AN AGREEMENT WITH URBAN STRATEGIES, INC. WHICH WILL PROVIDE COMPENSATION IN AN AMOUNT NOT TO EXCEED \$20,000.00 FOR A TERM ENDING ON FEBRUARY 28, 2014, FOR THE COMPLETION OF A HEALTH IMPACT ASSESSMENT FOR THE WHEATLEY CHOICE NEIGHBORHOOD PROJECT.**

\* \* \* \* \*

**WHEREAS**, the International Association of Impact Assessment defines a Health Impact Assessment (HIA) as a combination of procedures, methods and tools that systematically judges the potential, and sometimes unintended, effects of a policy, plan, program or project on the health of a population and the distribution of those effects within the population; and

**WHEREAS**, an HIA identifies appropriate actions to manage those effects; and

**WHEREAS**, in addition, the Centers for Disease Control and Prevention (CDC) has recognized the many intersections between health issues and community design; and

**WHEREAS**, these include accessibility for people with mobility impairments or other disabling conditions, the relationships between children's health and elders and the built environment including park planning, recreational and community facilities, displacement of vulnerable groups and local businesses due to gentrification, and injury prevention in relation to transportation planning; and

**WHEREAS**, further considerations include community access to safe and adequate spaces for physical activity, transportation-related air pollutants as affecting respiratory health, and the effects of poorly planned growth, subsequent loss of green space, and surface and groundwater quality; and

**WHEREAS**, community design also has strong correlations to mental health, social capital and civic engagement; and

**WHEREAS**, under the proposed agreement, the San Antonio Metropolitan Health District will conduct an HIA that will systematically assess the potential effects of the proposed Wheatley Choice Neighborhood Project on the health of the population within the footprint, as well as the distribution of those effects within the population; and

**WHEREAS**, the HIA will encompass the consideration of potential health impacts to be considered, with a particular emphasis on vulnerable populations, an impact analysis, recommendations to mitigate or manage anticipated adverse health effects of the project, and the monitoring of decision outcomes and long term results; **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 or his designee is authorized to execute an agreement with Urban Strategies, Inc. which will provide compensation in an amount not to exceed \$20,000.00 for a term ending on February 28, 2014, for the completion of a Health Impact Assessment for the Wheatley Choice Neighborhood Project. A copy of said agreement in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I**.

**SECTION 2.** Funds generated by this ordinance will be deposited and appropriated into Fund 29836000, Internal Order 836000000016 and General Ledger 4501000.

**SECTION 3.** The amount of \$20,000.00 is appropriated for this ordinance in Fund 29836000 and Internal Order 836000000016 per the table below:

Amount	General Ledger
\$19,466.00	5202010
\$534.00	5203060
Total Amount: \$20,000.00	

**SECTION 4.** 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 5.** This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

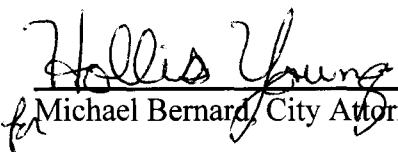
PASSED AND APPROVED this 17th day of October, 2013.

  
M A Y O R  
Julián Castro

**ATTEST:**

  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

  
for Michael Bernard, City Attorney

<b>Agenda Item:</b>	17 ( in consent vote: 5, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20 )						
<b>Date:</b>	10/17/2013						
<b>Time:</b>	10:01:01 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing an agreement with Urban Strategies, Inc. which will provide compensation in an amount not to exceed \$20,000.00 for a term ending on February 28, 2014, for the completion of a Health Impact Assessment for the Wheatley Choice Neighborhood Project. [Gloria Hurtado, Assistant City Manager; Dr. Thomas L. Schlenker, Director of Public Health]						
<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>
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	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			x	
Ron Nirenberg	District 8		x				x
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

# CONTRACT

Attachment I

CONTRACT BETWEEN  
THE CITY OF SAN ANTONIO BY AND THROUGH THE  
SAN ANTONIO METROPOLITAN HEALTH DISTRICT  
AND  
URBAN STRATEGIES, INC.

PERIOD OF CONTRACT: October 1, 2013 to February 28, 2014

CONTRACTOR: City of San Antonio on behalf of the San Antonio  
Metropolitan Health District

PROJECT DIRECTOR: Thomas L. Schlenker M.D., M.P.H., Director

PROJECT TITLE: "Wheatley Courts Neighborhood Project"

*Urban Strategies, Inc. ("Urban Strategies") does hereby agree to provide the City of San Antonio, San Antonio Metropolitan Health District ("City") funds in the amount of up to \$20,000.00 ("Funds") subject to the following terms and conditions:*

1. Use of Funds:

These funds will pay for the City to Conduct a Health Impact Assessment (HIA) that will systematically assess the potential effects of the proposed Wheatley Choice Neighborhood Project on the health of the population within the footprint, as well as the distribution of those effects within the population during the contract period for an amount not to exceed twenty thousand dollars (\$20,000.00).

The following details outline certain general terms and conditions for this contract between Urban Strategies and the City.

A. The City will perform:

**October 2013:** Scoping of the Health Impact Assessment, identify:

- Potential health impacts to be considered
- Vulnerable populations

- Data sources and analytic methods for analysis will be identified. Data sources would include both internal and external partners, i.e. including but not limited to Police, Planning and Community Development, Parks and Recreation, Human Services, the Office of Environmental Policy, Public Works, Alamo Area Council of Governments (AACOG), and the Metropolitan Planning Organization (MPO). Local data will be collected via key stakeholder interviews, focus groups and surveys.
- Timelines
- Plans for monitoring and evaluation
- Participant roles and responsibilities

#### **November-December 2013: Assessment**

- Develop existing conditions profile
- Conduct impact analysis

#### **January 2013: Recommendations**

- Alternatives to plans and projects, to benefit health
- Mitigations, management strategies to lessen anticipated adverse health effects of a decision

#### **February 2014: Reporting**

- Develop a consensus among stakeholders regarding key findings and recommendations.
- Report
- Develop communication plan, and employ appropriate communication materials and techniques to inform stakeholders and decision-makers.

B. Urban Strategies agrees to reimburse the City for all services performed under this Contract up to a maximum of \$20,000.00.

C. Urban Strategies will pay City in two payments of \$10,000.00 each. Urban Strategies will remit the first payment to City on or before October 31, 2013. If this payment is not received by October 31, 2013, the City may terminate this contract. The second payment is due upon submission by the City of the final Health Impact Assessment Report referenced in Section 3 below.

2. Termination and Early Termination of Contract:

A. The term of the Contract shall begin on October 1, 2013 and shall continue in effect until February 28, 2014, unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Contract shall not extinguish any rights or obligations of the parties that have accrued prior thereto.

B. Either party may terminate this Contract upon thirty days prior written notice to the other party. Urban Strategies will pay the City for services rendered through the date of termination.

3. Reports/Submission Items: The City shall submit to Urban Strategies the following:

- Provide Urban Strategies a Health Impact Assessment (HIA) Report by February 28, 2014.

4. Payments:

Urban Strategies shall render payments to City addressed to:

San Antonio Metropolitan Health District  
Attn: Julie Sandoval  
335 W. Commerce, Ste 307  
San Antonio, TX 78205

5. Notices: All notices to be given under this Contract shall be in writing and shall either be personally served against a written receipt therefore or given by certified mail or registered mail, return receipt requested, postage prepaid and addressed to the proper party at the address which appears below or at such other address as the parties may designate. All notices given by mail shall be deemed to have been given three (3) days after the time of deposit in the United States mail and shall be effective from such date.

If to Urban Strategies:                      Urban Strategies, Inc.  
Attn: Wade Baughman  
720 Olive St., Suite 2600  
St. Louis, MO 63010

If to the City:                                      San Antonio Metropolitan Health District  
Attn: Director  
332 W. Commerce, Suite 307  
San Antonio, TX 78205

6. Non-Guarantee of Additional Support: This Contract is accepted by the City with the understanding that Urban Strategies is not obligated to provide any

additional financial support, or other support, to the City, its agents or spokespersons, in connection with the Contract, or for any other reason.

7. Authority: All persons and individuals executing this Contract certify and warrant that they have the capacity and have been duly authorized to execute this Contract on behalf of the entities so indicated and that no additional authorization or approval is required.

8. Amendment: This Contract may be amended by mutual written agreement of the parties.

9. Indemnity: The City acknowledges that is subject to, and complies with, the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practice and Remedies Code, Section 101.001, *et. seq.*, and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

10. Confidentiality. In performing services required by this Contract, City may receive data, information, or documents from Urban Strategies pertaining to its work on the Wheatley Courts Choice Neighborhood Project or other projects. City may also collect or assemble data, and create documents pertaining to, Urban Strategies' client population. In the event, the City receives a request for information, data, or documents pertaining to this project, the City will notify Urban Strategies of such request and shall to the extent permissible under the Texas Public Information Act, or any other statutes, ordinances or Federal law relating to public disclosure, not provide or disclose any information without written authorization from Urban Strategies.

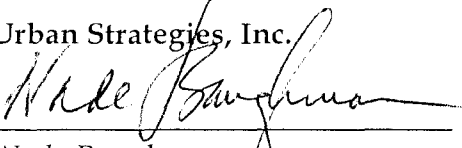
11. Compliance: The parties agree to comply with all federal, state, and local laws and ordinances applicable to the work or services to be performed under this Agreement.

12. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Texas. Any dispute arising out of or in connection with this agreement shall be filed and heard in the state or federal courts of San Antonio, Texas, and the parties consent to exclusive jurisdiction of such courts.

13. Entire Understanding: This Contract contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.

The parties agree and consent to the terms of this Contract as evidenced by their

signatures below:

Urban Strategies, Inc.  
  
Wade Baughman  
Vice-President

City of San Antonio

\_\_\_\_\_  
Thomas L. Schlenker M.D., M.P.H.  
Director of Public Health

APPROVED AS TO FORM:

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