

**CITY OF SAN ANTONIO
INTERDEPARTMENTAL MEMORANDUM
DEPARTMENT OF COMMUNITY INITIATIVES**

TO: Mayor and City Council

FROM: Dennis J. Campa, Director, Community Initiatives

THROUGH: Terry M. Brechtel, City Manager

COPIES: Frances A. Gonzalez, Assistant to the City Manager; Finance Department; City Attorney's Office; Office of Management and Budget; Asset Management, Human Resources, Project Management; File

SUBJECT: APPROVAL AND AUTHORIZATION TO EXECUTE A MANAGEMENT SERVICES CONTRACT WITH THE CARVER DEVELOPMENT BOARD

DATE: November 14, 2002

SUMMARY AND RECOMMENDATION

This ordinance approves a management services contract in the amount of \$63,000 with the Carver Development Board (CDB) to establish a framework for the City and CDB to work cooperatively to foster, promote and develop the educational and artistic aspects and assets of the Carver Community Cultural Center with the CDB managing the center. It further authorizes execution of this contract, which will provide guidance and governance to the working relationship between the City and the CDB for the term of July 15, 2002 through September 30, 2003.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

The Carver Development Board was established in 1987 as a 501(c)(3) organization to benefit, carry out and perform the fundraising and charitable purposes for the Carver Community Cultural Center by soliciting and accepting grant awards, donations and gifts from organizations and persons for artistic and educational purposes. The Carver Development Board also operates programs for the purpose of raising funds for artistic and educational purposes.

The Carver Community Cultural Center, a special project of the Department of Community Initiatives, is a leading multicultural performing arts and education institution serving the San Antonio metropolitan area. The City owns the Carver buildings, which after 2003, will consist of:

- (a) The Carver Theatre;
- (b) The Little Carver;
- (c) The Carver Annex building; and
- (d) Any other property that becomes part of the Carver.

The City in collaboration with the CDB has a fourteen-year history of bringing the residents of San Antonio quality cultural performing arts presentations and enriching the community through other arts educational opportunities.

In coordination with the Asset Management Department, Purchasing Department and the City Attorney's Office it was agreed that procurement of the management services for the Carver Cultural Community Center was not necessary since it is considered an exception to Local Government Code Chapter 252.022(a)(7)(F) which states that 'The chapter does not apply to an expenditure for a procurement of items that are available from only one source including management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.'

The management services contract was created to provide guidance and governance to the working relationship between the City and the CDB. The management services contract designates responsibilities for both the City and the CDB in the areas of the provision of financial, programmatic and advisory support and authority and the daily management, maintenance and operation of the Carver. This includes recommendations for city expenditures such as developing the annual season of performances, City staff working at the Carver Community Cultural Center and any improvements to the Carver's physical buildings.

The contract outlines that the overall responsibility for management, maintenance and operation of the Carver Center is vested in the Board's Executive Committee, which is comprised of the officers of the CDB and two ex-officio members appointed by the DCI Director and implemented through the Executive Director of the Center. The CDB agrees to hire an Executive Director, selected by the Executive Committee, to manage, maintain, and operate the Center. The Executive Director will supervise three CDB employees and 12 City of San Antonio employees. The Executive Director will make recommendations to DCI Director on personnel actions to be taken on City employees. Final authority to take disciplinary action for City employees will rest with the DCI Director.

In addition, this contract provides financial agreements between the City and the CDB. The contract outlines the CDB's agreement that all money received by it from whatever source shall be expended for the advancement of the Carver Center principles. The CDB will submit an annual financial report, prepared by an independent certified public accountant, to the City outlining all sources of revenue and expenditures. The City agrees to maintain the City of San Antonio's General Fund Carver allocation grants and trust accounts, which support the operations of the Carver. Through this agreement, the CDB agrees that it will make no commitments of City funds, contractual or otherwise, without prior approval by the City.

Also included in the contract are provisions for administrative support. The City agrees, through the Department of Community Initiatives, to provide the CDB meeting space accommodations, clerical assistance and assistance with the preparation and distribution of promotional materials. Both the City and the CDB agree that each will be responsible for the contract administration and accounting responsibilities for any grants each is awarded. The CDB and the City may separately employ or contract with individuals and/or institutions for professional or other services related to its purposes.

POLICY ANALYSIS

This ordinance is a continuation of existing policy to enable the Carver Community Cultural Center to fulfill its mission to celebrate the diverse cultures of our world, nation and community, with emphasis on its African-American heritage, by providing challenging artistic presentations, community outreach activities and educational programs.

The benefits to the City with this management services contract include increased community guidance and involvement in the management of the Carver, a stronger relationship with the Carver Development Board, and a continued focus on the rich historical legacy and contributions of the Carver in San Antonio.

FISCAL IMPACT

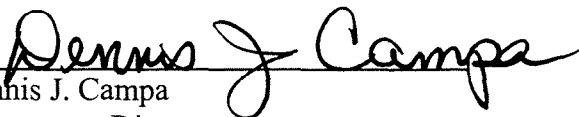
With the execution of this contract, the City agrees to provide \$63,000 to the CDB for the management of the Carver Community Cultural Center. This ordinance will authorize and approve the Director of Finance to revise the Department of Community Initiative's General Fund Budget in Activity 38-13-94 moving funds totaling \$55,542 from Personnel Services category associated with the vacant Cultural Center Supervisor and \$7,458 from Binding, Printing and Reproduction category into the category of Fees to Professional Contractors. The Cultural Center Supervisor position will be eliminated.

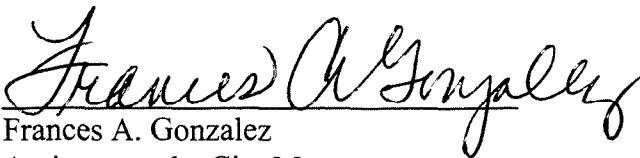
COORDINATION

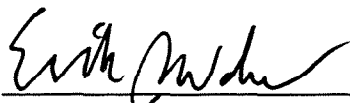
The Department of Community Initiatives has coordinated activities with the Carver Development Board, City Attorney's Office, Asset Management; Finance Department, Office of Management and Budget, Human Resources Department and the Project Management Office.

SUPPLEMENTARY COMMENTS

A signed copy of the Ethics Disclosure form is attached.


Dennis J. Campa
Department Director


Frances A. Gonzalez
Assistant to the City Manager


for Terry M. Brechtel
City Manager

City of San Antonio Discretionary Contracts Disclosure*

*For use of this form, see City of San Antonio Ethics Code, Part C, Sections 1&2
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.*

* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.

Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any current or former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
None	None	None

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature: 	Title: Chairman Company: Career Community Culture Center	Date: 25 Oct 02

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

**City of San Antonio
Discretionary Contracts Disclosure**

Complete this form according to the instructions and the City of San Antonio Ethics Code,
Part D, Sections 1 & 2.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any individual who would be a party to the discretionary contract;

None

(2) the identity of any business entity¹ that would be a party to the discretionary contract;
of: _____ and the name

(A) any individual or business entity that would be a subcontractor on the discretionary contract;

None

(B) any individual or business entity that is known to be a partner, or a parent or subsidiary business entity, of any individual or business entity who would be a party to the discretionary contract;

None

(3) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity that would be a party to the discretionary contract.

None

¹ A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

City of San Antonio Discretionary Contracts Disclosure*

*For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.*

* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.

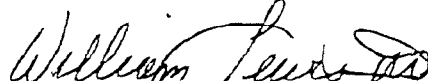
Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any current or former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
None		

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

None		
Signature: 	Title: <i>Executive Director</i> Company: <i>The Carver Center</i>	Date: <i>10-29-02</i>

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

**City of San Antonio
Discretionary Contracts Disclosure**

Complete this form according to the instructions and the City of San Antonio Ethics Code, Part D, Sections 1 & 2.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any individual who would be a party to the discretionary contract:

None

(2) the identity of any business entity¹ that would be a party to the discretionary contract:
of: _____ and the name

(A) any individual or business entity that would be a subcontractor on the discretionary contract;

None

(B) any individual or business entity that is known to be a partner, or a parent or subsidiary business entity, of any individual or business entity who would be a party to the discretionary contract;

None

(3) the identity of any lobbyist or public relations firm employed for purposes relating to the discretionary contract being sought by any individual or business entity that would be a party to the discretionary contract.

None

¹ A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

**DEPARTMENT OF COMMUNITY INITIATIVES
CARVER COMMUNITY CULTURAL CENTER**

11-000000

INDEX NO.	EXPENDITURES	Obj Code	FY03 BUDGET	BUDGET REVISION	REVISED BUDGET
339101	Regular Salaries	01-010	168,777	(42,444)	126,333
339366	Overtime Salaries	01-011	-	-	-
339408	Higher Classification Salaries	01-012	1,540	-	1,540
339341	Shift Differential Pay	01-013	320	-	320
339416	Language Skill Pay	01-019	600	-	600
339119	Social Security	01-030	12,910	(3,247)	9,663
339127	TMRS	01-040	19,274	(4,847)	14,427
339135	Flex Benefits	01-050	21,780	(4,908)	16,872
339143	Life Insurance	01-051	386	(96)	290
339564	Workers Comp	01-060	1,815	-	1,815
339358	Pers Leave Buyback	01-072	3,500	-	3,500
339150	Communications	02-110	21,500	-	21,500
355842	Pagers	02-112	810	-	810
339168	Mail & Parcel Post	02-113	16,810	-	16,810
219907	Cellular Phones	02-114	-	-	-
339630	Rental of Facilities	02-116	-	-	-
339176	Rental of Equipment	02-119	6,000	-	6,000
339374	Inter-Fund Rent of City Motor Pool	02-120	500	-	500
338053	Travel-Official	02-124	-	-	-
338079	Travel-Other	02-127	-	-	-
338863	Education	02-128	-	-	-
339184	Car Expense Allowance	02-130	200	-	200
339572	Freight & Storage	02-133	50	-	50
339606	Linen and Laundry Service	02-136	30	-	30
339192	Maint & Rep - Bldgs & Imp	02-139	-	-	-
339325	Cleaning Services	02-140	2,790	-	2,790
339200	Maint & Rep - Mach & Equip	02-142	3,000	-	3,000
342683	Maint & Rep - Automotive	02-143	-	-	-
339218	Gas & Electricity	02-154	7,042	-	7,042
590810	Water / Sewer Charges	02-157	1,565	-	1,565
339382	Alarm & Security Services	02-159	1,300	-	1,300
339580	Fees to Contractors	02-160	150,244	-	150,244
334342	Fees to Contractors - Carver Board	02-160	-	63,000	63,000
339432	Temporary Services	02-161	-	-	-
695239	Procurement Fee	02-168	300	-	300
339390	ADP	02-172	1,520	-	1,520
339614	Advertising & Publication	02-175	16,000	-	16,000
339598	Membership Dues & Licenses	02-178	450	-	450
339226	Binding, Printing & Reproduction	02-181	27,150	(7,458)	19,692
339333	Subscriptions to Publications	02-187	160	-	160
339317	Other Contractual Services	02-193	100	-	100
339234	Office Supplies	03-210	1,500	-	1,500
339242	Janitor Supplies	03-212	1,800	-	1,800
339259	Food	03-216	3,000	-	3,000
339440	Motor Fuel & Lubricants	03-222	66	-	66
343434	Botanical & Agricultural Supplies	03-226	500	-	500
339267	Chemicals, Medical & Drugs	03-228	100	-	100
339275	Photographic Supplies	03-230	100	-	100
339283	Tools, Apparatus, Access	03-232	2,000	-	2,000
339291	Recreation Supplies	03-238	3,300	-	3,300
339309	Maint Rep Mat - Bldgs & Imp	03-240	-	-	-
339556	Liability Hazard & Fidelity	04-260	3,425	-	3,425
339622	Mach & Equip - Other	05-373	-	-	-
333757	Furniture & Fixtures	05-375	-	-	-
TOTAL BUDGET			504,214	-	504,214