

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

TO: Mayor and City Council

FROM: Dennis J. Campa, Director, Department of Community Initiatives

THROUGH: Terry M. Brechtel, City Manager

COPIES TO: Frances A. Gonzalez, Assistant to the City Manager; City Attorney's Office; Finance Department; File

SUBJECT: ORDINANCE AUTHORIZING THE EXECUTION OF A CONTRACT AMENDMENT WITH GOODWILL INDUSTRIES IN CONNECTION WITH THE WELFARE-TO-WORK GRANT PROGRAM

DATE: September 18, 2003

SUMMARY AND RECOMMENDATION

This ordinance authorizes execution of a contract amendment with Goodwill Industries, awarding an additional \$75,000 in Welfare-to-Work grant funds from the U.S. Department of Labor.

Staff recommends the approval of this ordinance.

BACKGROUND INFORMATION

The City of San Antonio received a Welfare-to-Work grant award from the U.S. Department of Labor (DOL) in October of 1999. The grant focused on assisting the most needy populations within the Edgewood ISD neighborhood and the city's Empowerment Zone to obtain employment and training services. The City offered these services for two years through the ASCEND (Advocates Striving to Create Edgewood Neighborhood Development) program, and in August of 2001, issued a Request for Proposals to identify any agencies interested in providing Welfare-to-Work services. After an extensive review process, Goodwill Industries was selected.

Through this contract, Goodwill Industries serves over 300 participants through individual assessments, job readiness training, and employment placement. Participants are mostly women with children, have not completed high school or received a GED, and are unemployed. Participants exiting the program are employed and earning, on average, \$6.74 per hour.

POLICY ANALYSIS

Ordinance No. 95439, passed and approved on March 7, 2002, authorized execution of a contract with Goodwill Industries in an amount not to exceed \$1.4 million. This proposed action will increase the contract with Goodwill Industries to \$1.475 million. A contract amendment is required to award Goodwill Industries the additional \$75,000. This additional funding to Goodwill Industries represents all of the remaining Welfare-to-Work grant funding initially awarded to the City.

Current Performance Measures	Proposed	Achieved YTD
No. prepared for employment	250	313
No. placed in employment	227	310
No. retained six months in employment	196	115*

*Projected to meet proposed measure by end of contract

This additional funding will support a career enhancement project for 25 participants. Through this effort, Goodwill will provide participants with additional educational, life skills and career development training. The intended outcome of this enhanced program will be to ensure participants exit the program earning a minimum of \$7.25 per hour. Staff will work with participants to identify individual barriers to increasing their earning abilities and selecting appropriate education and career paths to promote further strides towards self-sufficiency.

FISCAL IMPACT

This contract amendment requires no General Fund support.

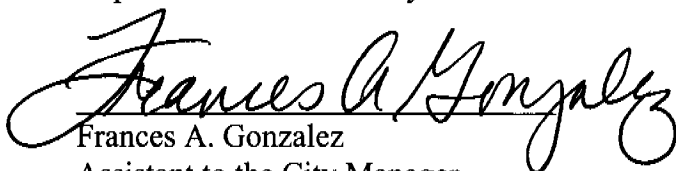
COORDINATION

The Department of Community Initiatives has coordinated activities with the U.S. Department of Labor, the City Attorney's Office, and the Finance Department.


SUPPLEMENTARY COMMENTS

The required Discretionary Contracts Disclosure Statement is attached.


Dennis J. Campa, Director
Department of Community Initiatives


Frances A. Gonzalez
Assistant to the City Manager

Approval:


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 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.

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 entity**¹ that would be a party to the discretionary contract:

Goodwill Industries of San Antonio

and the name of:

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

None

and the name of:

(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

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.

- (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 who would be a party to the discretionary contract.

None

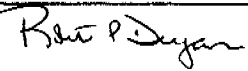
Political Contributions

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:  Robert P. Dugas	Title: President & CEO Company: Goodwill Industries of San Antonio	Date: August 20, 2003

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.

AMENDMENT #2 TO DELEGATE AGENCY CONTRACT

This amendment of the Goodwill Industries of San Antonio, Delegate Agency Contract ("this Amendment") is entered into by and between the City of San Antonio, a Texas Municipal Corporation, (hereinafter referred to as "City") acting by and through its designated representative, the City Manager, pursuant to Ordinance No. _____ passed and approved on _____, and Goodwill Industries of San Antonio (hereinafter referred to as "Contractor") acting by and through its Chief Executive Officer.

WHEREAS, the City presently subcontracts with Contractor to operate the project entitled Escaping Poverty through Work ("Project") pursuant to a Delegate Agency Contract (hereinafter referred to as "the Contract") that was executed on March 17, 2002 pursuant to Ordinance No. 95430; and

WHEREAS, pursuant to Ordinance No. 95430, the City subsequently executed an amendment of the Contract which increased the amount of the Contract by \$300,000.00 so that the Contractor could utilize these funds in connection with the Project; and

WHEREAS, pursuant to Ordinance No. _____, the City Council of the City of San Antonio authorized the expenditure of an additional \$75,000.00 for the operation of the Project; and

WHEREAS, the City now desires to execute a second amendment to the Contract so that these additional funds may be utilized by the Contractor in connection with the Project; NOW THEREFORE:

City and Contractor agree to amend the Contract as follows:

1. The document entitled "Performance Impact Plan" (second amendment) that is attached hereto and incorporated herein as Attachment I shall supercede the Performance Impact Plan (amended) contained as Attachment IV in the Contract and all references in the Contract to "Performance Impact Plan amended" will now refer to the Performance Impact Plan (second amendment).
2. The document entitled "Budget (second amendment)" that is attached hereto and incorporated herein as Attachment II shall supercede the Budget (amended) contained as Attachment III in the Contract and all references in the Contract to "Budget amended" will now refer to the Budget (second amendment).
3. Section 2 of the Contract is hereby amended as follows:

2. In consideration, and subject to the provisions set forth in article 27 of this Agreement, the City will reimburse Contractor for expenses incurred in accordance with the budgets approved by City Council in Ordinance No. _____. It is specifically agreed that reimbursement hereunder shall not exceed the amount of \$1,475,000.00.

4. All other terms, conditions, covenants and provisions of the Contract are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

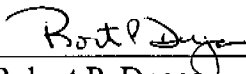
Executed this the _____ day of _____, 2003.

CITY OF SAN ANTONIO:

CONTRACTING AGENCY:

Goodwill Industries of San Antonio
406 W. Commerce
San Antonio, Texas 78207

Terry M. Brechtel
City Manager



Robert P. Dugas
President

APPROVED AS TO FORM:

City Attorney