

**CITY OF SAN ANTONIO
COMMUNITY INITIATIVES DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

CONSENT AGENDA
ITEM NO. 16

TO: Mayor and City Council

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

SUBJECT: Approve Assignment of Agreement of Father Flanagan's Girls and Boys Town to Girls and Boys Town of San Antonio

DATE: April 7, 2005

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the execution of two Assignment of Agreement contract that transfers all rights and obligations of the delegate agency contracts with Father Flanagan's Boys Home (d/b/a Father Flanagan's Girls and Boys Town of San Antonio) to the Girls and Boys Town of San Antonio for the existing contract providing supportive housing to homeless families ending May 31, 2005 and for the existing contract providing emergency shelter for youth for a period ending September 30, 2005.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

For over ten years, the City of San Antonio has purchased services from Father Flanagan's Girls and Boys Town. The Family Preservation Program is one aspect of the services that are purchased from this organization that aims to serve homeless families. In an effort to stabilize the living conditions of families, this program seeks to strengthen the family unit and promote self-sufficiency. In order to accomplish these goals, caseworkers provide assessments, crisis intervention, parenting instruction, anger management and instruction on applying for stable housing. The Family Preservation Program provides approximately 3,300 direct service hours to a minimum 324 unduplicated participants each year.

DCI also partners with Father Flanagan's Girls and Boys Town to purchase services that provide emergency shelter, individual, group and family counseling for at risk youth between the ages of 10 through 17. Referrals to the agency are made by DCI's Youth Service Division program and by the San Antonio Police Department. The initial referral is approved for 14 days and, with approval, can be extended to 28 days. The agency's target population includes youth involved in runaway behaviors, theft, homelessness, and youth referred due to involvement with the law, abuse (physical, emotional, and sexual), neglect, or abandonment, as well as truancy and family conflict. An estimated 71 participants will receive 1,001 bed nights for emergency use during FY 2005.

The City contracted with Father Flanagan's Girls and Boys Town of San Antonio for FY 2005. Community Initiatives was recently notified that the agency had established a new 501(c)(3) corporation entitled "Girls and Boys Town of San Antonio" that now maintains a separate legal

status from Father Flanagan's Girls and Boys Town of San Antonio. The proposed Assignment of Agreement contract allows for the transfer of all rights and obligations to the new non-profit agency (Girls and Boys Town of San Antonio) but with no change in the terms and conditions of the existing contract. By approving this agreement, the City will ensure no disruption of service and that all delegate agency contract requirements will continue to be fulfilled.

POLICY ANALYSIS

This ordinance supports the City's core issue of youth development by providing emergency shelter and counseling support for at risk youth between the ages of 10 through 17. The assignment of the contract to Girls and Boys Town of San Antonio will not alter the services provided and the agency will continue to offer its quality services to San Antonio youth.

FISCAL IMPACT

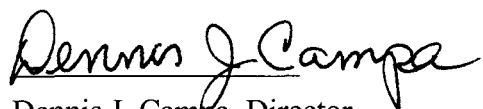
Girls and Boys Town of San Antonio will accept the remainder of the original general fund commitment of \$80,035 as approved by Ordinance #99725 on September 16, 2004. This action requires no additional General Fund commitment.

COORDINATION

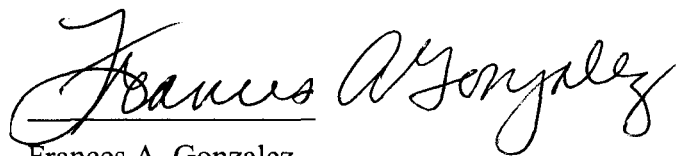
The Department of Community Initiatives has coordinated with the City Attorney's Office, Office of Management and Budget, Finance Department, Father Flanagan's Girls and Boys Town of San Antonio and Girls and Boys Town of San Antonio.

SUPPLEMENTARY COMMENTS

A Discretionary Contracts Disclosure form is attached.



Dennis J. Campa, Director
Department of Community Initiatives



Frances A. Gonzalez
Assistant City Manager



J. Rolando Bono
Interim City Manager

City of San Antonio
Discretionary Contracts Disclosure*

Form 10

*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:

N/A

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

N/A

and the name of:

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

N/A

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;

N/A

(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.

N/A

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:

N/A

Amount:

None

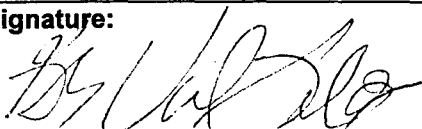
Date of Contribution:

N/A

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.

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: Executive Director Company: Father Flanagan's Girls and Boys Town of San Antonio	Date: 3-17-04

COSA Form 1050-33-2, Discretionary Contracts Disclosure, 09/12/02

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.

**ASSIGNMENT OF AGREEMENT
(WITH CITY'S CONSENT)**

This AGREEMENT is entered into by and between Father Flanagan's Boys Home d/b/a Father Flanagan's Girls and Boys Town of San Antonio (the "ASSIGNOR"), Girls and Boys Town of San Antonio (the "ASSIGNEE") and the City of San Antonio (the "CITY"), a Texas municipal corporation pursuant to Ordinance No. _____ dated _____.

WHEREAS, pursuant to Ordinance No. 99725 passed and approved on September 16, 2004, the CITY entered into a delegate agency contract executed on 10/16/04, (the "AGREEMENT") with Father Flanagan's Girls and Boys Town of San Antonio for a project entitled "Assessment and Short-Term Residential Program", ("the Project"); and

WHEREAS, the CITY has been informed by the ASSIGNOR of the creation of a 501 (c) (3) entity called "Girls and Boys Town of San Antonio", and

WHEREAS, Father Flanagan's Girls and Boys Town of San Antonio desire, as ASSIGNORS, to convey and assign ASSIGNORS interest under the AGREEMENT to the Girls and Boys Town of San Antonio; and

WHEREAS, ASSIGNEE'S desire to assume from ASSIGNOR'S all of ASSIGNOR'S rights, title and interest to the AGREEMENT, and all of ASSIGNOR'S benefits and obligations thereunder; and

WHEREAS, ASSIGNEE'S have satisfied the CITY that they are financially able to undertake the obligations of ASSIGNOR under said AGREEMENT and the CITY desires to give its consent to ASSIGNOR'S assignment of ASSIGNOR'S interest in the AGREEMENT to ASSIGNEES and to ASSIGNEE'S assumption of ASSIGNOR'S obligations thereunder; and

WHEREAS, Section 23.1 of the AGREEMENT states that "Contractor [Father Flanagan's Girls and Boys Town of San Antonio] shall not assign or transfer contractors interest in this contract or any portion hereof, without the written consent of the City Council of San Antonio; NOW THEREFORE, the parties agrees as follows:

TERMS

In consideration of the mutual agreements in this assignment, the parties hereby agrees as follows:

1. CONVEYANCE AND ASSIGNMENT. ASSIGNOR does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver to ASSIGNEES, all of ASSIGNOR'S rights, title and interest in and to the AGREEMENT, including and also without limitation, all of the rights, duties, obligations, and liabilities of ASSIGNOR in, to, and under the AGREEMENT to perform the Project.
2. ASSUMPTION. By its execution hereof, ASSIGNEES hereby assume and agree to perform all of the terms, covenants, and conditions of the AGREEMENT on the part of the ASSIGNEE therein required to be performed arising from and after the date hereof, and ASSIGNEES release ASSIGNOR from all liability for such obligations.

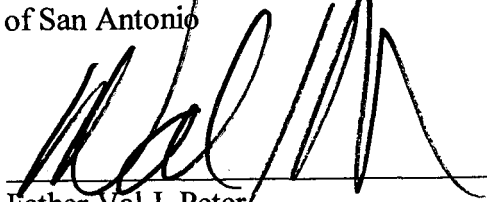
ASSIGNEES hereby accept the assignment of said ASSIGNOR'S rights, title and interest in and to the AGREEMENT; and

3. CONSENT. CITY hereby consents to the assignment by Father Flanagan's Boys Home d/b/a Father Flanagan's Girls and Boys Town of San Antonio, as ASSIGNOR, and the assumption by the Girls and Boys Town of San Antonio as ASSIGNEE of said ASSIGNOR'S liability and obligations as Contractor, in that certain AGREEMENT between the CITY and Father Flanagan's Girls and Boys Town of San Antonio, originally approved by City Council pursuant to Ordinance No. 99725, passed and approved on September 16, 2004.
4. ASSIGNOR and ASSIGNEE acknowledge that nothing in this Assignment of Agreement waives or modifies any of the provisions of the AGREEMENT.
5. CHANGE IN CORPORATE OWNERSHIP. ASSIGNEES agree to notify CITY of any changes in ownership interest greater than five percent (5%), or control of its business entity, not less than sixty (60) days in advance of the effective date of such change. Notwithstanding any other remedies that are available to CITY under this contract, any such change of ownership interest or control of its business entity may be grounds for termination of the AGREEMENT at the sole discretion of CITY.
6. The provisions of this Assignment of Agreement are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties to this Assignment of Agreement.

EXECUTED this _____ day of _____ 2005.

ASSIGNOR:

Father Flanagan's Boys' Home d/b/a
Father Flanagan's Girls and Boys Town
of San Antonio



Father Val J. Peter
President and Executive Director

CITY:

ASSIGNEES:

Girls and Boys Town
of San Antonio



Wade P. Roscoe
President, CEO

Dennis J. Campa
Director of the Department of Community Initiatives

APPROVED AS TO FORM:

Assistant City Attorney

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(WITH CITY'S CONSENT)**

This AGREEMENT is entered into by and between Father Flanagan's Boys Home d/b/a Father Flanagan's Girls and Boys Town of San Antonio (the "ASSIGNOR"), Girls and Boys Town of San Antonio (the "ASSIGNEE") and the City of San Antonio (the "CITY"), a Texas municipal corporation pursuant to Ordinance No. _____ dated _____.

WHEREAS, pursuant to Ordinance No. 99077 passed and approved on April 15, 2004, the CITY entered into a delegate agency contract executed on June 3, 2004, (the "AGREEMENT") with Father Flanagan's Girls and Boys Town of San Antonio for a project entitled "Family Preservation Services to homeless families", ("the Project"); and

WHEREAS, the CITY has been informed by the ASSIGNOR of the creation of a 501 (c) (3) entity called "Girls and Boys Town of San Antonio", and

WHEREAS, Father Flanagan's Girls and Boys Town of San Antonio desire, as ASSIGNORS, to convey and assign ASSIGNORS interest under the AGREEMENT to the Girls and Boys Town of San Antonio; and

WHEREAS, ASSIGNEE'S desire to assume from ASSIGNOR'S all of ASSIGNOR'S rights, title and interest to the AGREEMENT, and all of ASSIGNOR'S benefits and obligations thereunder; and

WHEREAS, ASSIGNEE'S have satisfied the CITY that they are financially able to undertake the obligations of ASSIGNOR under said AGREEMENT and the CITY desires to give its consent to ASSIGNOR'S assignment of ASSIGNOR'S interest in the AGREEMENT to ASSIGNEES and to ASSIGNEE'S assumption of ASSIGNOR'S obligations thereunder; and

WHEREAS, Section 23.1 of the AGREEMENT states that "Contractor [Father Flanagan's Boys and Girls Town of San Antonio] shall not assign or transfer contractors interest in this contract or any portion hereof, without the written consent of the City Council of San Antonio; NOW THEREFORE, the parties agrees as follows:

TERMS

In consideration of the mutual agreements in this assignment, the parties hereby agrees as follows:

1. CONVEYANCE AND ASSIGNMENT. ASSIGNOR does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver to ASSIGNEES, all of ASSIGNOR'S rights, title and interest in and to the AGREEMENT, including and also without limitation, all of the rights, duties, obligations, and liabilities of ASSIGNOR in, to, and under the AGREEMENT to perform the Project.
2. ASSUMPTION. By its execution hereof, ASSIGNEES hereby assume and agree to perform all of the terms, covenants, and conditions of the AGREEMENT on the part of the ASSIGNEE therein required to be performed arising from and after the date hereof, and ASSIGNEES release ASSIGNOR from all liability for such obligations.

ASSIGNEES hereby accept the assignment of said ASSIGNOR'S rights, title and interest in and to the AGREEMENT; and

3. CONSENT. CITY hereby consents to the assignment by Father Flanagan's Boys Home d/b/a Father Flanagan's Girls and Boys Town of San Antonio, as ASSIGNOR, and the assumption by the Girls and Boys Town of San Antonio as ASSIGNEE of said ASSIGNOR'S liability and obligations as Contractor, in that certain AGREEMENT between the CITY and Father Flanagan's Girls and Boys Town of San Antonio, originally approved by City Council pursuant to Ordinance No. 99077, passed and approved on April 15, 2004.
4. ASSIGNOR and ASSIGNEE acknowledge that nothing in this Assignment of Agreement waives or modifies any of the provisions of the AGREEMENT.
5. CHANGE IN CORPORATE OWNERSHIP. ASSIGNEES agree to notify CITY of any changes in ownership interest greater than five percent (5%), or control of its business entity, not less than sixty (60) days in advance of the effective date of such change. Notwithstanding any other remedies that are available to CITY under this contract, any such change of ownership interest or control of its business entity may be grounds for termination of the AGREEMENT at the sole discretion of CITY.

6. The provisions of this Assignment of Agreement are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties to this Assignment of Agreement.

EXECUTED this _____ day of _____ 2005.

ASSIGNOR:

Father Flanagan's Boys' Home d/b/a
Father Flanagan's Girls and Boys Town
of San Antonio

ASSIGNEES:

Girls and Boys Town
of San Antonio

Father Val J. Reter
President and Executive Director

Wade Roscoe
President, CEO

CITY:

Dennis J. Campa
Director of the Department of Community Initiatives

APPROVED AS TO FORM:

City Attorney