

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

**CONSENT AGENDA**  
**ITEM NO. 20**

**TO:** Mayor and City Council

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

**SUBJECT:** Contract Amendment for the Supportive Housing Program with the San Antonio Urban Ministries

**DATE:** June 16, 2005

**SUMMARY AND RECOMMENDATIONS**

This ordinance authorizes the execution of a no-cost contract amendment with the San Antonio Urban Ministries to extend the term of their Supportive Housing Program (SHP) contract from June 30, 2005 to June 30, 2006 in order to operate the Fairweather Lodge Project for a second year.

Staff recommends approval of this ordinance.

**BACKGROUND INFORMATION**

The San Antonio Urban Ministries, Fairweather Lodge (Family Unit), provides Permanent Housing for mentally ill homeless women and their children. The agency estimates that it will serve eighty individuals during the grant term. The proposed contract amendment extends the term of the contract from June 30, 2005 to June 30, 2006. The extension is being requested because of delays in construction of the Fairweather Lodge. Delays were experienced in obtaining building permits and by more than 130 days of inclement weather over the course of the project.

Due to these construction delays, operations for the Fairweather Lodge Project began a year later than anticipated. Funding from the Department of Housing and Urban Development was designated for construction and two years of operation. The start date of actual operations was June 1, 2004 and, per HUD regulations, may continue for two years from that date.

**POLICY ANALYSIS**

This ordinance continues existing City policy to utilize grant funds to support the City's Human Development core issues of Family Strengthening and Community Safety Net by providing housing and supportive services to homeless residents of San Antonio and Bexar County. This ordinance will enable the Department of Community Initiatives to purchase permanent housing for homeless individuals and families through the Supportive Housing Program. This SHP permanent housing program is an integral part of the City's 10 Year Plan to end Hunger and Chronic Homelessness.

The Fairweather Lodge serves 20 homeless women and their children, for an average of 80 residents at any point in time.

**FISCAL IMPACT**

There is no fiscal impact as a result of this ordinance.

**COORDINATION**

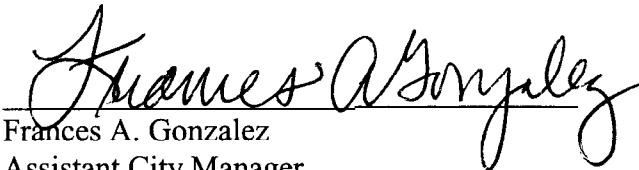
Coordination has occurred with the City Attorney's Office, Finance Department, and the U. S. Department of Housing and Urban Development.

**SUPPLEMENTARY COMMENTS**

A copy of a Contract Discretionary Disclosure Form is attached.



Dennis J. Campa, Director  
Department of Community Initiatives



Frances A. Gonzalez  
Assistant City Manager



J. Rolando Bono  
Interim City Manager

## AN ORDINANCE

AUTHORIZING THE EXECUTION OF A CONTRACT AMENDMENT WITH SAN ANTONIO URBAN MINISTRIES EXTENDING THE CONTRACT PERIOD FROM JUNE 30, 2005 TO JUNE 30, 2006 IN CONNECTION WITH THE 2001 SUPPORTIVE HOUSING PROGRAM; AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS IN CONNECTION THEREWITH.

\* \* \* \* \*

**WHEREAS**, on May 9, 2002, pursuant to Ordinance No. 95749, the City Council authorized the execution of a contract with the San Antonio Urban Ministries, in connection with the 2001 Supportive Housing Program; and

**WHEREAS**, San Antonio Urban Ministries was contracted from July 1, 2002 to June 30, 2005 to construct a new Permanent Housing facility for mentally ill homeless women with children and provide two years of operation; and

**WHEREAS**, the current contract term is to be extended from June 30, 2005 to June 30, 2006 to enable San Antonio Urban Ministries to operate the project for two years; **NOW THEREFORE:**

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

**SECTION 1.** The Interim City Manager, or his designee, or the Director of the Department of Community Initiatives is authorized to execute a contract amendment, and all necessary documents in connection therewith, with San Antonio Urban Ministries, extending the term of the contract from June 30, 2005 to June 30, 2006, in connection with the 2001 Supportive Housing Program. A copy of said contract amendment is attached hereto and incorporated herein for all purposes as Attachment I.

**SECTION 2.** This ordinance shall become effective on and after June 26, 2005.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2005.

M A Y O R

ATTEST: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
City Attorney

## City of San Antonio Discretionary Contracts Disclosure

For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)  
Attach additional sheets if space provided is not sufficient.

(1) Identify any individual or business entity<sup>1</sup> that is a **party** to the discretionary contract:

San Antonio Urban Ministries

(2) Identify any individual or business entity which is a **partner, parent or subsidiary** business entity, of any individual or business entity identified above in Box (1):

☒ No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

(3) Identify any individual or business entity that would be a **subcontractor** on the discretionary contract.

☒ No subcontractor(s); or

List subcontractors:

(4) Identify any **lobbyist or public relations firm** employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

☒ No lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

<sup>1</sup> 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. A sole proprietor should list the name of the individual and the d/b/a, if any.

**(5) Political Contributions**

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made 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 Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

☒ No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

**(6) Disclosures in Proposals**

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question<sup>2</sup> as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

☒ Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information 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, whichever occurs first.

Signature: <i>Sue Blackwell</i>	Title: <i>Executive Director</i> Company or D/B/A: <i>San Antonio Urban Ministries</i>	Date: <i>6-1-05</i>
------------------------------------	---	------------------------

<sup>2</sup> 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.

### Law Governing Agreement

This agreement shall be governed by and construed in accordance with the laws of the State of Texas.

### Attorney's Fees and Costs

If any action at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which Employee may be entitled.

### Payment of Moneys Due Deceased Employee

If the Employee dies prior to the expiration of the term of employment, any monies that may be due Employee from the Employer under this agreement as of the date of Employee's death shall be paid to Employee's executors, administrators, heirs, personal representatives, successors, and assigns.

Executed at San Antonio, Texas on the 1st day of February 2000.

EMPLOYER

By: George L. Finch  
GEORGE L. FINCH, PRESIDENT  
PCI BOARD PRESIDENT

DATE: January 26, 2000

EMPLOYEE

Blanche A. Russ-Glover  
BLANCHE A. RUSS-GLOVER

DATE: 1-26-00

**City of San Antonio**  
**Discretionary Contracts Disclosure**

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)  
Attach additional sheets if space provided is not sufficient.*

(1) Identify any individual or business entity<sup>1</sup> that is a **party** to the discretionary contract:

San Antonio Urban Ministries

(2) Identify any individual or business entity which is a **partner, parent** or **subsidiary** business entity, of any individual or business entity identified above in Box (1):

☒ No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

(3) Identify any individual or business entity that would be a **subcontractor** on the discretionary contract.

☒ No subcontractor(s); or

List subcontractors:

(4) Identify any **lobbyist** or **public relations firm** employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

☒ No lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

<sup>1</sup> 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. A sole proprietor should list the name of the individual and the d/b/a, if any.

**(5) Political Contributions**

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made 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 Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):

☒ No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

**(6) Disclosures in Proposals**

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question<sup>2</sup> as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

☒ Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information 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, whichever occurs first.

Signature: <i>Sue Blackwell</i>	Title: <i>Executive Director</i> Company or D/B/A: <i>San Antonio Urban Ministries</i>	Date: <i>6-1-05</i>
------------------------------------	---	------------------------

<sup>2</sup> 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.



### Law Governing Agreement

This agreement shall be governed by and construed in accordance with the laws of the State of Texas.

### Attorney's Fees and Costs

If any action as law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which Employee may be entitled.

### Payment of Moneys Due Deceased Employee

If the Employee dies prior to the expiration of the term of employment, any monies that may be due Employee from the Employer under this agreement as of the date of Employee's death shall be paid to Employee's executors, administrators, heirs, personal representatives, successors, and assigns.

Executed at San Antonio, Texas on the 1st day of February 2000.

EMPLOYER

By: George L. Finch  
GEORGE L. FINCH, PRESIDENT  
PCI BOARD PRESIDENT

DATE: January 26, 2000

EMPLOYEE

Blanche A. Russ-Glover  
BLANCHE A. RUSS-GLOVER

DATE: 1-26-00