

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

TO: Sheryl Sculley, City Manager

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

SUBJECT: Ordinance Authorizing a First Amendment to a Lease Agreement with Ella Austin Community Center

DATE: March 2, 2006

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes a first amendment to a lease agreement with Ella Austin Community Center (EACC) for the use of City property located at 1023 N. Pine Street. This amendment will extend the lease term from ending on December 31, 2008 to ending on December 31, 2029.

Staff recommends the approval of this ordinance.

BACKGROUND INFORMATION

EACC is a nonprofit, community-based, multi-social service agency addressing the broad areas of human need. The agency has occupied this facility since 1968. The historic facility, built in 1923, was originally the Ralph Waldo Emerson Junior High School of SAISD. The facility is located in City Council District 2 and is located in the Empowerment Zone. The current five-year lease began in December of 2003. In 2005, using CDBG funding, EACC contracted with Speegle Architecture to study rehabilitation opportunities and develop a Master Renovation Plan. This study indicated a need for an estimated \$2.38 million for major facility repairs, renovation and construction.

EACC provides a wide array of services to the infants, children, youth, families and seniors. Programs and services include Early Childhood Intervention, Youth and Family Services, Artists in the Making, Senior Nutrition Program, family emergency assistance, and income tax assistance. The facility is used to provide an array of human development and social services to children, youth, families and seniors in the surrounding eastside community.

POLICY ANALYSIS

Approval of this ordinance is a continuation of City policy to partner with community-based agencies to decentralize the delivery of services and enhance customer accessibility to a wide range of human development services. This extended lease term will enhance EACC's opportunity to raise the estimated \$2.38 million needed for repairs and renovations.

FISCAL IMPACT

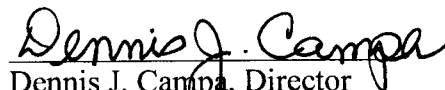
The lease will continue at an annual rental of \$1.00 with the leasee responsible for all maintenance and repair to the property. There is no General Fund commitment.

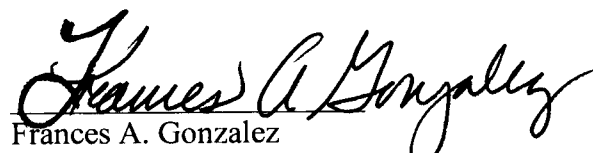
COORDINATION

Coordination has occurred with the City Attorney's Office, Asset Management Department, Risk Management, and the Office of Management and Budget.

SUPPLEMENTARY COMMENTS

A copy of the Discretionary Contracts Disclosure form is attached.


Dennis J. Campa, Director
Department of Community Initiatives


Frances A. Gonzalez
Assistant City Manager

Approved for Council Consideration:


Sheryl Sculley
City Manager

FORM 12
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 that is a party to the discretionary contract:

Name of Agency: ELLA AUSTIN COMMUNITY CENTER

(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:

* 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:
Anthony Hargrave Joel Williams	Joel Williams	\$100.	2/04


(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 question² 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: 	Title: <i>Executive Director</i> Company or D/B/A: <i>ELLA Austin Community Center</i>	Date: <i>14 Feb 06</i>
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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.