

AN ORDINANCE 2010-03-18-0230

AUTHORIZING THE AMENDMENT OF THE PROFESSIONAL SERVICES AGREEMENT WITH MICHAEL G. MORONEY & ASSOCIATES, INC., IN THE AMOUNT OF \$140,000.00 TO EXTEND THE TERM OF THE CONTRACT UNTIL SEPTEMBER 30, 2010 WITH AN OPTIONAL THREE MONTHS EXTENSION AT SAN ANTONIO INTERNATIONAL AIRPORT.

* * * * *

WHEREAS, in December 2008, the City entered into a Professional Services Agreement (the "Original Agreement") with Michael G. Moroney & Associates, Inc. for financial administration management services at San Antonio International Airport; and

WHEREAS, the parties desire to amend the Original Agreement by extending the original term through September 30, 2010; and

WHEREAS, this Ordinance will authorize the Aviation Director to exercise one three months extension of the professional services agreement; and

WHEREAS, it is now necessary to authorize the amendment to extend the term of the Original Agreement, appropriate funds and authorize payment; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee is authorized to execute an amendment to the Professional Services Agreement with Michael G. Moroney & Associates, Inc. in a form substantially similar to the document attached hereto as **Attachment I**, in the amount of \$140,000.00 for continued financial administration management services at San Antonio International Airport.

SECTION 2. Funding in the amount of \$140,000.00 for this Ordinance is available in Fund 51001000 as part of the Fiscal Year 2010 Budget per the table below.

Amount	Cost Center	General Ledger
\$50,000.00	3301010003	5201040
\$90,000.00	3301010004	5201040
Total Amount: \$140,000.00		

KRH
3/18/10
Item No. 29

SECTION 3. Payment not to exceed the budgeted amount up to \$140,000.00 is authorized to Michael G. Moroney & Associates, Inc. and should be encumbered with a purchase order.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer (CFO), City of San Antonio. The CFO may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 5. This Ordinance shall become effective immediately after passage upon the receipt of eight affirmative votes, or, in the absence of eight affirmative votes, ten days after passage.

PASSED and APPROVED this 18th day of March, 2010.

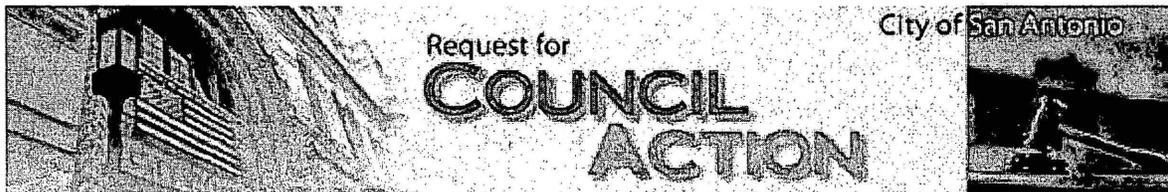

M A Y O R
Julián Castro

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


for Michael D. Bernard, City Attorney



Agenda Voting Results - 29

Name:	7, 8, 9, 12A, 12B, 13, 15, 17A, 17B, 17C, 18, 19, 20, 23, 24, 25, 26, 27, 28A, 28B, 28C, 29, 30						
Date:	03/18/2010						
Time:	10:33:41 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing an amendment to the professional services agreement for financial administration management services with Michael G. Moroney & Associates, Inc. by increasing the contract amount by up to \$140,000.00 and extending the term through September 30, 2010. [Penny Postoak Ferguson, Assistant City Manager; Frank Miller, Director, Aviation]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1	x					
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x			x	
Leticia Cantu	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				x
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

ATTACHMENT I

**AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT**

This Amendment (herein called the "Amendment") to the Professional Services Agreement is entered into by and between the City of San Antonio (herein called the "City"), a Texas municipal corporation, acting by and through its City Manager, and Michael G. Moroney & Associates, Inc. (hereinafter called "Contractor"), both of which may be referred to herein collectively as the "Parties", as set out below. **WITNESSETH:**

WHEREAS, On December 8, 2009 the City and Contractor entered into a Professional Services Agreement ("Agreement") for services in support of the Aviation Director; and

WHEREAS, the term of the Agreement expires on March 31, 2010 and the Parties mutually desire to extend such term through September 30, 2010 and establish one additional three months renewal period;

NOW THEREFORE, in consideration of the terms, covenants, agreements and demises herein contained, and in consideration of other good and valuable consideration, each to the other given, the sufficiency and receipt of which are hereby acknowledged, the Agreement entered into by and between the City and the Contractor is amended as follows:

1. **Article 3.1.** Article 3.1 is hereby deleted and replaced in its entirety with the following:

"3.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on December 8, 2009 and terminate on September 30, 2010, unless otherwise terminated or extended in accordance with this Agreement. The City shall retain an option to renew this Agreement for one (1) additional three (3) months renewal period (hereinafter called the "Renewal Period"). The Aviation Director shall have the authority to exercise the Renewal Period without further action by the San Antonio City Council, subject to the appropriation of funds."

2. **Article 4.** The following paragraph is hereby added to the end of Article 4 and incorporated into the Agreement:

"In the event that the City requires Contractor to perform additional services, such additional services and associated compensation shall be set out in a written amendment signed by both parties. The Director shall have the authority to execute amendments that

require up to \$10,000.00 in increased cost on behalf of the City without further action by the San Antonio City Council, subject to appropriation of funds for the increase in cost."

3. **Article 5.1.** Article 5.1 is hereby deleted and replaced in its entirety with the following:

"5.1 In consideration of Contractor's performance in a satisfactory and efficient manner, as solely determined by the Director, of all services and activities set forth in this Agreement, City agrees to pay Consultant in accordance with the following rate schedule:

5.1.1 From December 3, 2009 through March 31, 2010 Contractor shall be paid in accordance with the fee and expense schedule below:

- a) \$10,833.00 per month (based on 160 hours per month)
- b) \$50.00 per night for temporary housing extended stay location
- c) \$300.00 per month for a rental car
- d) \$1,350.00 for three (3) trips home per month (estimated at \$450 each trip)
- e) Contractor is allowed for 2 trips per month (2 days each trip) to service other clients with amounts to be deducted from monthly fee (hourly rate based on the amount above).

5.1.2 For the period of April 1, 2010 through the earlier of September 30, 2010 or such time as the Aviation Department hires an Assistant Director of finance and administration, Contractor shall be paid in accordance with the fee and expense schedule below:

- a) \$10,833.00 per month based on 160 hours per month. If Contractor exceeds 160 hours per month, Contractor shall charge a rate of \$67.71 per hour.
- b) \$70.00 per night for temporary housing extended stay location
- c) \$350.00 per month for a rental car
- d) \$1,350.00 for three (3) trips home per month (estimated at \$450 each trip)
- e) Contractor is allowed for 2 trips per month (2 days each trip) to service other clients with amounts to be deducted from monthly fee (hourly rate based on the amount above).

5.1.3 In the event that the Aviation Department hires an Assistant Director of finance and administration any time after March 31, 2010, Consultant shall, upon notice from the Director, be paid for Contractor services at a rate of \$175.00 per hour plus actual allowable expenses incurred.

5.1.4 In the event that Director exercises the optional Renewal Period, Contractor's fee for the Renewal Period will be dependent upon whether an Assistant Director of finance and administration has been hired by the Aviation Department and has begun work as of the beginning date of the Renewal Period. If no Assistant Director has been hired and is working at the start date of the Renewal Period, Contractor shall be compensated in accordance with the rates set out in paragraph 5.1.2. If the Aviation Department has hired an Assistant Director who is working by the start date of the Renewal Period, Contractor shall be compensated in accordance with the rates set out in paragraph 5.1.3."

4. Exhibit A, Professional services to be provided. Exhibit A, Professional services to be provided, is hereby deleted and replaced in its entirety with the following:

"Assisting the Director in planning, directing, managing, and overseeing the activities and operations of the Aviation Department including finance, budget, accounting, personnel, data processing, general administration and parking functions. Coordinating assigned activities with other City departments and outside agencies; and providing highly responsible and complex administrative support to the City Manager's Office. Assisting the Director in providing supervision over management, professional, technical, and clerical staff. Such services to include the following:

- Assisting in monitoring and evaluating the efficiency and effectiveness of service delivery methods and procedures; assess and monitor workload; administrative and support systems, and internal reporting relationships; and identifying opportunities for improvement, and assisting in directing the implementation of changes.
- Providing financial management of airport system, including financial planning, bond financing, forecasting, and analysis.
- Providing airline lease negotiations support services including, but not limited to, developing a financial business strategy for the establishment of airline rates and charges.

- Providing support services for the submittal of a Passenger Facility Charge application in support of bond financing.
- Developing Customer Facility Charge for the financing of a consolidated rental car facility.
- Providing airport financial support services for bond financing for the airport expansion program.”

Except as amended hereby, all other provisions of the Agreement are hereby retained in their entirety and remain unchanged.

EXECUTED AND AGREED TO this _____ day of _____, 2010.

CITY OF SAN ANTONIO

**MICHAEL G. MORONEY &
ASSOCIATES, INC.**

By: _____
Sheryl Sculley, City Manager

By: _____
Signature

Printed Name & Title

APPROVED:

By: _____
City Attorney