RKN
04/17/14
Item No. 28

AN ORDINANCE 2014-04-17-0265

RATIFYING AN AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH BARTEL ASSOCIATES, LLC TO INCREASE THE COMPENSATION PAYABLE TO THE COMPANY TO NOT MORE THAN $75,000.00.

* * * * *

WHEREAS, on approximately November 18, 2013, the City and BARTEL ASSOCIATES, LLC ("Bartel") entered into that one certain *Professional Services Contract* ("Contract"), providing terms and conditions under which MHBT shall provide professional consulting services to the City related to the review of the Pension and Post-Employment Benefits Plans provided to the City's civilian and uniformed fire and police employees in connection with presentations to and deliberations by the Legacy Task Force appointed by the Mayor, for a term ending September 30, 2014; and

WHEREAS, the Contract provides that the compensation payable to Bartel will not exceed $50,000.00; and

WHEREAS, City Staff has recommended that the Contract be amended to (1) add services to be performed by Bartel, including (a) conducting a total compensation survey of Police and Fire uniformed positions and (b) additional tasks related to that survey; and (2) as payment for such additional services, to increase the compensation payable to Bartel under the Contract by $25,000, to not more than $75,000.00, and Bartel is willing to agree to such amendment to the Contract; and

WHEREAS, after due deliberations on and consideration of the matter, the City Council desires to accept the Staff recommendations as set forth above; **NOW THEREFORE**;

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

SECTION 1. The amendment of the Contract, to increase the compensation payable to Bartel under the Contract to not more than $75,000.00, for the services described above and in the *First Amendment Of Professional Services Contract* ("First Amendment"), is hereby ratified and affirmed in all things.

SECTION 2. That certain First Amendment with Bartel is hereby ratified and affirmed in all things. The City Manager, or her designee, or the Chief Financial Officer or his designee, or the Director of Finance or his designee, are each hereby authorized to execute the First Amendment, substantially in the form attached hereto as **Attachment I** and incorporated herein by reference for all purposes.

SECTION 3. All actions previously taken and performed by and on behalf of the City of San Antonio under the First Amendment are hereby rarified and affirmed in all things.

SECTION 4. Funding in the amount of $25,000.00 for this ordinance is available for Fund 11001000, Cost Center 8002060012 and General Ledger 5201040, as part of the Fiscal Year 2014 Budget.

SECTION 5. Payment not to exceed the budgeted amount is authorized to Bartel and should be encumbered with a purchase order.

SECTION 6. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 7. This ordinance is effective immediately upon passage by eight (8) affirmative votes; otherwise, said effective date shall be ten (10) days from the date of passage hereof.

PASSED AND APPROVED this 17th day of April, 2014.

M A Y O R
Julián Castro

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Robert F. Greenblum, City Attorney

Agenda Item:	**28 (in consent vote: 4, 5, 6, 7, 8, 9, 11, 13, 14, 15, 16, 17, 17A, 17B, 18, 18A, 18B, 19, 21, 23, 24, 26, 27, 28, 29, 30, 30A, 30B, 31)**
Date:	04/17/2014
Time:	09:47:00 AM
Vote Type:	Motion to Approve
Description:	An Ordinance ratifying services rendered by Bartel Associates, LLC, an actuarial firm, in the amount of $25,000.00 on behalf of the Healthcare and Retirement Benefits Task Force. [Sheryl Sculley, City Manager; Maria Villagomez, Director, Office of Management & Budget]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7	x					
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x			x	
Michael Gallagher	District 10		x				

A T T A C H M E N T I

FIRST AMENDMENT OF PROFESSIONAL SERVICES CONTRACT

This *First Amendment Of Professional Services Contract* ("FIRST AMENDMENT") is entered into by and between the **CITY OF SAN ANTONIO** (hereinafter referred to as "**CITY**"), a Texas municipal corporation, and **BARTEL ASSOCIATES, LLC**, having its principal place of business at 411 Borel Avenue, Suite 101, San Mateo, California 94402 (hereinafter referred to as "**CONSULTANT**"). **CITY** and **CONSULTANT** re sometimes hereinafter referred to as the **"PARITES"**.

For a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by **CITY** and **CONSULTANT**, the **PARTIES** hereby agree as follows:

I. AMENDMENTS

1.1 Article V. PAYMENT FOR SERVICES, Section 5.1 of that certain *Professional Services Contract* between **CITY** and **CONSULTANT**, dated on or about November 18, 2013 ("Contract"), is deleted in its entirety and replaced by the following:

> "5.1 In consideration of the professional services as defined in Section II of this SECOND AMENDMENT to be rendered by **CONSULTANT**, **CITY** shall pay a professional fee of no more than $75,000.00. The fee paid to **CONSULTANT** shall be based upon the hourly rate plus travel for each individual providing service as set forth in **CONSULTANT'S** Proposal to CITY, dated October 17, 2013 ("Proposal"). The Proposal is incorporated into this CONTRACT for all purposes.
>
> The fee set out above includes the sum of $20,000.00 to be paid by **CONSULTANT** to Public Financial Management ("PFM") as payment in full to PFM for services rendered to **CONSULTANT** under a subcontract between **CONSULTANT** and PFM under which PFM performed and produced a total compensation study of Police and Fire uniformed positions utilized and to be utilized by **CITY** and **CONSULTANT**."

II. PROVISIONS TO REMAIN IN EFFECT

2.1 Save and except as modified herein, all other terms, conditions, covenants and provisions of the CONTRACT shall remain unchanged and in full force and effect.

III. ENTIRE AGREEMENT

3.1 The CONTRACT, as amended by this FIRST AMENDMENT, embodies the complete agreement of the **PARTIES** with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein.

EXECUTED by the **CITY** and by the **CONSULTANT**, acting through their duly authorized officials, on the dates written below, to be effective from and after _____, 2014.

CITY OF SAN ANTONIO, TEXAS	**BARTEL ASSOCIATES, LLC**
_____	_____
Ben Gorzell, Jr. Chief Financial Officer	Mary Elizabeth Redding Asst. V.P. and Actuary
Date:	Date:

Approved as to form:

_____
Assistant City Attorney