

**CITY OF SAN ANTONIO
HUMAN RESOURCES DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

ITEM NO. 31

TO: Mayor and City Council

FROM: Sharon De La Garza, Director, Human Resources Department

SUBJECT: Final One (1) Year Contract Renewal and Extension with Morris & McDaniel, Inc.

DATE: November 18, 2004

SUMMARY AND RECOMMENDATIONS

This ordinance authorizes the Interim City Manager, or his designee, to execute the final one (1) year renewal and extension contract with Morris & McDaniel, Inc., testing consultant, for the development of validated written promotional examinations for the positions of Police Detective Investigator, Police Sergeant, Police Lieutenant, and Police Captain; and, the preparation of scenario-based promotional examinations for the positions of Police Lieutenant and Police Captain, San Antonio Police Department. The contract is for an annual amount of \$186,840.00, for the development of the examinations, and an amount not to exceed \$15,000.00 for the appeal process, should it become necessary, for a total annual contract amount of \$201,840.00.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

Texas Local Government Code, Chapter 143, known as the Texas Fire & Police Civil Service Law, and the current Collective Bargaining Agreement (CBA) by and between the City of San Antonio and the San Antonio Police Officers' Association, mandate the use of written promotional examinations as part of the promotional process. The CBA additionally requires the administration of a scenario-based examination as part of the promotional process for the positions of Police Lieutenant and Captain. Ordinance No. 93839 passed on April 26, 2001 authorized the City of San Antonio to enter into a contract with Morris & McDaniel, Inc., for the development of validated Police promotional examinations. The contract is for a base period of three years, with the City having the option to renew and extend the contract for two (2) additional one (1) year periods. The proposed ordinance authorizes the City to exercise its option to extend the contract for the second of the two one-year periods.

POLICY ANALYSIS

The current CBA requires the use of outside testing consultants to prepare promotional examinations for each of four Police ranks. The City has previously contracted with testing

consultants with the expertise to provide for not only the development of promotional written and scenario-based examinations, but also their validation in accordance with applicable guidelines on employee selection procedures. Use of outside testing consultants, along with their experience in providing expert testimony, also helps to minimize the legal exposure of the City in administering its promotional selection processes.

FISCAL IMPACT

Funds have been included in the FY 2005 budget for the production of Police promotional written and scenario-based examinations.


COORDINATION


This proposed ordinance has been coordinated with the City Attorney's Office, and the Office of Management & Budget.

SUPPLEMENTARY COMMENTS

The required Ethics Disclosure Statement is attached.


Sharon De La Garza
Human Resources Director


Frances A. Gonzalez
Assistant City Manager


J. Rolando Bono
Interim City Manager

City of San Antonio
Discretionary Contracts Disclosure*

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:

DAVID M. MORRIS, Ph.D., J.D.

(2) the identity of any business entity¹ that would be a party to the discretionary contract:

MORRIS & McDANIEL, INC.

and the name of:

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

NOT APPLICABLE

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:

NOT APPLICABLE

¹ A business entity means a sole proprietorship, partnership, firm, corporation, holding company, trust, company, limited liability company, limited liability partnership, limited liability corporation, or any other entity recognized by law.

(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.

NOT APPLICABLE

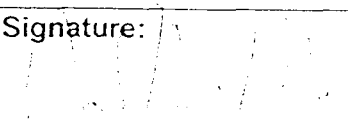
Political Contributions

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:	Amount:	Date of Contribution:
NOT APPLICABLE		

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.

NOT APPLICABLE		
Signature: 	Title: PRESIDENT Company: MORAN, INC.	Date: 6/20/11

² For purposes of this form, it is an "official action" to raise a question about the propriety or wisdom of a discretionary contract.

RENEWAL AND EXTENSION OF
PROFESSIONAL SERVICES CONTRACT

This Renewal and Extension of the PROFESSIONAL SERVICES CONTRACT is entered into by and between the **CITY OF SAN ANTONIO** (hereinafter referred to as "**CITY**"), a Texas Municipal Corporation, acting by and through its City Manager, and **MORRIS & MCDANIEL, INC.**, having its principal place of business in Washington, D.C., (hereinafter referred to as "**CONTRACTOR**"), acting by and through its President, David M. Morris.

I.

The **CITY** hereby exercises its option to renew and extend the term of the original PROFESSIONAL SERVICES CONTRACT (hereinafter "**CONTRACT**") for an additional one-year period, such option having been granted to the **CITY** in Section IV, "TERM OF AGREEMENT" and in compliance with Section XX, "ENTIRE AGREEMENT" of the **CONTRACT** originally entered into by the **CITY** and **VENDOR**, said **CONTRACT** having been approved by San Antonio Ordinance No. 93839, passed and approved on April 26, 2001.

II.

Section IV. "TERM OF AGREEMENT" of the **CONTRACT** is hereby amended to read as follows:

6.1 The term of this **CONTRACT** shall be from January 1, 2005, and shall terminate at 11:59 p.m., Central Standard Time, on December 31, 2005. However, the **CITY** may terminate this **CONTRACT** at any time if funds are restricted, withdrawn, not approved or service is unsatisfactory; it being understood that funds for each calendar year covered by any resulting contract will be requested and, if approved, will be provided as part of the **CITY'S** budget for each fiscal year.

III.

All other terms, conditions, covenants, and provisions of the **CONTRACT** remain in effect save and except for Section IV, which the undersigned parties agree is hereby amended

V.

All said terms, conditions, covenants and provisions herein or as previously agreed to shall comply with all federal, state and local laws and regulations

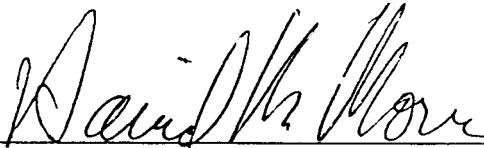
EXECUTED this _____ day of _____, 2004.

(EFFECTIVE DATE: January 1, 2005)

CITY OF SAN ANTONIO

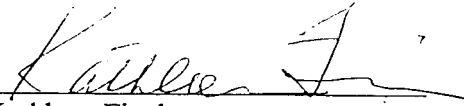
MORRIS & MCDANIEL, INC.

Terry M. Brechtel
City Manager



David M. Morris
President

APPROVED:



Kathleen Finck
Assistant City Attorney