

AGENDA ITEM NO. 22

**CITY OF SAN ANTONIO
OFFICE OF THE CITY MANAGER
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

FROM: J. Rolando Bono, Interim City Manager

SUBJECT: Professional Services Agreement for Interim Chief Information Officer

DATE: February 28, 2005

SUMMARY AND RECOMMENDATIONS

This ordinance approves a professional services agreement with Arcus to provide the City with an interim Chief Information Officer (CIO) for an eighteen-week period.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

On an annual basis, the City invests millions of dollars in technology related expenses. Major investments have been made for the Public Safety Radio System, GIS/Mapping, E-San Antonio and the Enterprise Resource Management Project. Efforts are ongoing to establish wireless capabilities at such public places as the International Airport, the Convention Center and the City Hall/Municipal Plaza Building complex. From a strategic standpoint, comprehensively incorporating these technology enhancements into the City's business and operational requirements while creating an accessible environment for the citizens, or users, assures the success of these investments.

As I have previously discussed with the Governance Committee and the City Council, I feel it is critical to begin the process of creating this CIO position as a member of the City's Management Team. To accomplish this objective, I will be utilizing a vacant Assistant City Manager position. In addition, Arcus will shortly begin a national executive search for a permanent Chief Information Officer. It is anticipated that the new City Manager will be provided with a list of qualified candidates later this spring or early summer. For the next eighteen weeks, Arcus will provide the City with an interim CIO.

POLICY ANALYSIS

From an organizational perspective, the Chief Information Officer will report directly to the City Manager and be a member of the Management Team. This individual will be tasked with developing a comprehensive approach to ongoing technology implementations and strategically incorporating these enhancements. In addition, the interim CIO will help in determining the requirements for the permanent position and insuring a strong pool of candidates.

FISCAL IMPACT

The professional services agreement with Arcus is estimated at \$35,000 per month. This amount includes labor, travel, and all other expenses. Based on the amount of time expected to be worked, the hourly labor rate is \$167. Lodging expense, estimated at \$1,125 per month, is not part of this contractual agreement and will be processed directly by the City. This contract is not expected to exceed \$140,000. Funds for this contract will come from the FY 05 City Manager's Office and the Information Technology Services Fund.

COORDINATION

This item has been coordinated with the City Council Offices, the City Attorney's Office, and the Human Resources Department.

SUPPLEMENTARY COMMENTS

A Discretionary Contract Disclosure Form is attached.

A handwritten signature in black ink, appearing to read 'J. Rolando Bono', written over a horizontal line.

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:

N/A

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

Arcus LLC
600 North 2nd Street
Harrisburg PA 17101

and the name of:

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

N/A

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;

N/A

¹ 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.

- (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.

N/A

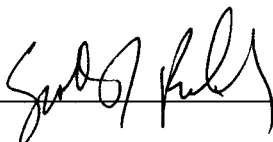
Political Contributions

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:
N/A		

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.

Signature: 	Title: V.P. Company: Arcus LLC	Date: 3/2/05

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.