

AN ORDINANCE 2008-09-04-0767

**RATIFYING THE EXECUTION OF A CONTRACT
AMENDMENT FOR AN AMOUNT NOT TO EXCEED
\$78,000.00 WITH KENMARK GROUP, INC. FOR
TEMPORARY DATA ENTRY PERSONNEL.**

WHEREAS, the San Antonio Police Department (SAPD) Records Unit is in need of temporary data entry personnel to electronically enter accident, offense and incident reports; and

WHEREAS, in light of this, City Staff executed a contract amendment to an existing contract; with Kennmark Group, Inc. to provide temporary data entry personnel to the SAPD Records Unit and

WHEREAS, this amendment was executed to increase the contract amount to a total not to exceed \$78,000.00; and

WHEREAS, it is necessary to ratify the actions of City Staff; **NOW THEREFORE:**

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

SECTION 1. The actions of City staff in executing a contract amendment in an amount not to exceed \$78,000.00 with Kennmark Group, Inc. to provide temporary data entry personnel to the San Antonio Police Department Records Unit are hereby ratified. A copy of said contract is attached hereto.

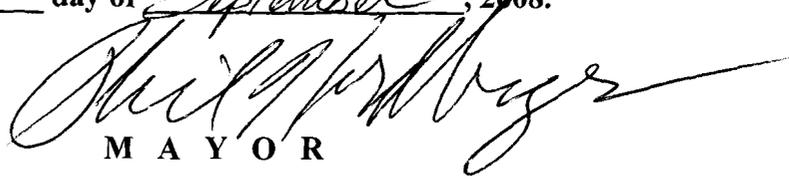
SECTION 2. Funding for this operating portion of this Ordinance is available in Fund 11001000 (General Fund), Cost Center 1706010001 (Support Services Administration), General Ledger 5202010 (Temporary Services) as part of the FY08 Budget. Payment not to exceed the budgeted amount is authorized to Kennmark Group, Inc. and should be encumbered with a purchase order.

SECTION 3. 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,

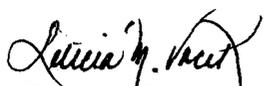
SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This ordinance shall take effect ten days from the date of passage.

PASSED AND APPROVED this 4th day of September, 2008.


M A Y O R

ATTEST:


City Clerk

PHIL HARDBERGER

APPROVED AS TO FORM:


City Attorney



Request for
**COUNCIL
ACTION**



Agenda Voting Results - 30

Name:	6, 7, 9, 10, 11, 12, 13, 14, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 29, 30, 32A, 32B, 32D
Date:	09/04/2008
Time:	10:15:15 AM
Vote Type:	Motion to Approve
Description:	An Ordinance ratifying the execution of a contract for an amount not to exceed \$78,000.00 with Kennmark Group, Inc. for temporary data entry personnel. [Erik J. Walsh, Assistant City Manager; William McManus, Police Chief]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1		x				x
Sheila D. McNeil	District 2		x			x	
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5		x				
Delicia Herrera	District 6		x				
Justin Rodriguez	District 7		x				
Diane G. Cibrian	District 8		x				
Louis E. Rowe	District 9		x				
John G. Clamp	District 10		x				

PROFESSIONAL SERVICES CONTRACT

BETWEEN

CITY OF SAN ANTONIO

AND

KENMARK GROUP

This contract is made and entered into by and between the City of San Antonio (CITY) and Kenmark Group (PROVIDER).

WHEREAS, CITY requires temporary workers to perform duties within the San Antonio Police Department (SAPD) Records Unit; and

WHEREAS, PROVIDER is willing and able to provide such temporary workers; **NOW WITNESSETH:**

I. TERM

- 1.1 This contract shall commence upon execution of contract and shall terminate on September 30, 2008, unless terminated earlier pursuant to the provisions hereof.
- 1.2 PROVIDER and CITY recognize that the continuation of any contract after the close of any given fiscal year of CITY, which fiscal year ends on September 30, shall be subject to appropriation of funds for the contract. Should funds not be appropriated, this contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

II. SCOPE OF SERVICES

- 2.1 During the term of this contract, PROVIDER shall provide to the San Antonio Police Department up to fifteen temporary workers, at CITY's election, at any given time that are qualified to perform the services needed by the SAPD Records Unit. PROVIDER shall make workers available during the hours of 7:45 a.m. to 4:30 p.m. Monday through Friday
- 2.2 PROVIDER shall make an initial determination whether any particular worker supplied by PROVIDER is qualified. CITY shall, in its sole discretion, make the final decision whether a worker supplied by PROVIDER is qualified.

- 2.2 PROVIDER's employees shall report to the SAPD Records Unit, which is located at 214 W. Nueva in San Antonio, Texas in the SAPD Headquarters Building.
- 2.3 PROVIDER agrees to provide workers Monday through Friday during the hours of 7:45 a.m. to 4:30 p.m.

III. PAYMENT AND BILLING

- 3.1 CITY shall pay PROVIDER at a rate of \$13.50 per hour for each hour that each of PROVIDER's employees provides the aforementioned services to CITY. CITY guarantees to PROVIDER no minimum use of personnel under this contract. Under no circumstances shall payment pursuant to this contract exceed \$48,000.00.
- 3.2 PROVIDER shall submit an itemized invoice to CITY for services provided to CITY. Said invoice shall be submitted within fifteen days of the end of each month during which the aforementioned services were provided. The invoice shall contain a representation that the services being invoiced were provided pursuant to this contract.
- 3.3 Upon receipt by CITY of a correct invoice from PROVIDER, CITY agrees to pay PROVIDER the amount invoiced, so long as the amount invoiced has been invoiced pursuant to the provisions of this contract, within thirty days of the date of receipt.
- 3.4 CITY shall not be obligated or liable under this contract to any party other than PROVIDER for payment of any monies or provision of any goods or services.

IV. LICENSES AND CERTIFICATIONS

- 4.1 All licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials and all applicable state and federal laws and local ordinances must be complied with by PROVIDER. Failure to comply with this requirement shall be treated as a default and will result in termination of this contract.

V. RESERVED

VI. RESERVED

VII. TERMINATION

- 7.1 For purposes of this contract, "termination" of this contract shall mean termination by expiration of the contract term as set out in article I or earlier termination pursuant to any of the provisions of this contract.
- 7.2 Either party may terminate this contract in accordance with this article, in whole or in part, at any time, for any reason, with thirty days' written notice to the non-terminating party. Said notice shall specify the date of termination.

- 7.3 In no event shall CITY's action of terminating this contract be deemed an election of CITY's remedies, nor shall such termination limit, in any way, at law or at equity, CITY's right to seek damages from or otherwise pursue PROVIDER for any default hereunder or other action.

VIII. RESERVED

IX. INDEPENDENT CONTRACTOR

- 9.1 PROVIDER covenants and agrees that PROVIDER is an independent contractor and not an officer, agent, servant, or employee of City; that PROVIDER shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and consultants; that the doctrine of respondent superior shall not apply as between CITY and PROVIDER, its officers, agents, employees, contractors, subcontractors, and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners, or joint venturers between CITY and PROVIDER. The parties hereto understand and agree that the CITY shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the PROVIDER under this agreement and that the PROVIDER has no authority to bind the CITY.
- 9.2 Regardless of where the work shall be performed, what supplies or resources are provided by CITY, what instruction or direction is provided by CITY, PROVIDER and those persons designated by it to provide services shall not be deemed employees of CITY and shall not be entitled to wages or benefits from CITY, other than the compensation provided herein.

X. SUBCONTRACTING AND ASSIGNMENT

- 10.1 Any other clause of this contract to the contrary notwithstanding, none of the work or services covered by this contract shall be subcontracted without the prior written approval of CITY. Any work or services approved for subcontracting hereunder, however, shall be subcontracted only by written contract or agreement and, unless specific waiver is granted in writing by CITY, shall be subject by its terms to each and every provision of this contract. Compliance by subcontractors with this contract shall be the responsibility of PROVIDER.
- 10.2 Despite CITY approval of a subcontract, CITY shall, in no event, be obligated to any third party, including any subcontractor of PROVIDER, for performance of work or services, nor shall CITY funds ever be used for payment of work or services performed prior to the date of contract execution or after the termination of this contract.

- 10.3 Except as otherwise stated herein, PROVIDER may not sell, assign, pledge, transfer, or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting, or by any other means, without the prior written consent of CITY. As a condition of such consent, if such consent is granted, PROVIDER shall remain liable for completion of the services outlined in this contract in the event of default by the successor, assignee, transferee, or subcontractor.
- 10.4 Any attempt to transfer, pledge, or otherwise assign this contract without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should PROVIDER assign, transfer, convey, delegate, or otherwise dispose of any part or all of its right, title, or interest in this contract, CITY may, at its option, cancel this contract and all rights, titles, and interest of PROVIDER shall thereupon cease and terminate, notwithstanding any other remedy available to CITY under this contract. The violation of this provision by PROVIDER shall in no event release PROVIDER from any obligation under the terms of this contract, nor shall it relieve or release PROVIDER from the payment of any damages to CITY, which CITY sustains as a result of such violation.

XI. CONFLICT OF INTEREST

- 11.1 PROVIDER acknowledges that it is informed that the Charter of the City of San Antonio and CITY's Ethics Code prohibit a CITY officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with CITY or any CITY agency such as CITY-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with CITY or in the sale to CITY of land, materials, supplies, or services, if any of the following individuals or entities is a party to the contract or sale: a CITY officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten percent or more of the voting stock or shares of the business entity, or ten percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a CITY contract, a partner or a parent or subsidiary business entity.
- 11.2 Pursuant to the subsection above, PROVIDER warrants and certifies, and this contract is made in reliance thereon, that it, its officers, employees, and agents are neither officers nor employees of CITY. PROVIDER further warrants and certifies that it has tendered to CITY a discretionary contracts disclosure statement in compliance with CITY's Ethics Code.

XII. INDEMNITY

- 12.1 PROVIDER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES,**

FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE CITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO PROVIDER'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF PROVIDER, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF PROVIDER, AND THEIR RESPECTIVE OFFICERS, AGENTS EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF THE RIGHTS OR PERFORMANCE OF THE DUTIES UNDER THIS AGREEMENT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF CITY, ITS OFFICERS OR EMPLOYEES, IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT PROVIDER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

- 12.2 THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. PROVIDER SHALL ADVISE THE CITY IN WRITING WITHIN TWENTY-FOUR HOURS OF ANY CLAIM OR DEMAND AGAINST CITY OR PROVIDER KNOWN TO PROVIDER RELATED TO OR ARISING OUT OF PROVIDER'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT PROVIDER'S COST. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING PROVIDER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.**

XIII. INSURANCE

- 13.1 Prior to the commencement of any work under this agreement, PROVIDER shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the CITY's Police Department, which shall be clearly labeled "Hoffners Training Academy" in the Description of Operations block of the Certificate. The original certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. CITY will not accept Memorandum of Insurance**

or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to CITY. CITY shall have no duty to pay or perform under this agreement until such certificate and endorsements have been received and approved by the CITY's Police Department. No officer or employee, other than CITY's Risk Manager, shall have authority to waive this requirement.

- 13.2 CITY reserves the right to review the insurance requirements of this article during the effective period of this agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by CITY's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. In no instance will CITY allow modification whereupon CITY may incur increased risk.
- 13.3 PROVIDER's financial integrity is of interest to the CITY; therefore, subject to PROVIDER's right to maintain reasonable deductibles in such amounts as are approved by CITY, PROVIDER shall obtain and maintain in full force and effect for the duration of this agreement, and any extension hereof, at PROVIDER's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

- 13.4 CITY shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by CITY, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). PROVIDER shall be required to comply with any such

requests and shall submit a copy of the replacement certificate of insurance to CITY at the address provided below within 10 days of the requested change. PROVIDER shall pay any costs incurred resulting from said changes. All notices under this article shall be given to CITY at the following address:

Commander of Records Office
San Antonio Police Department
214 W. Nueva
San Antonio, Texas 78207

- 13.5 PROVIDER agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
- A. Name CITY, its officers, officials, employees, volunteers, and elected representatives as an additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY, with the exception of the workers' compensation and professional liability policies;
 - B. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - C. Provide thirty calendar days advance written notice directly to CITY of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten calendar days advance notice for nonpayment of premium.
- 13.6 Within five calendar days of a suspension, cancellation or non-renewal of coverage, PROVIDER shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend PROVIDER's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this agreement.
- 13.7 In addition to any other remedies CITY may have upon PROVIDER's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, CITY shall have the right to order PROVIDER to stop work hereunder, and/or withhold any payment(s) which become due, to PROVIDER hereunder until PROVIDER demonstrates compliance with the requirements hereof.
- 13.8 Nothing herein contained shall be construed as limiting in any way the extent to which PROVIDER may be held responsible for payments of damages to persons or property resulting from PROVIDER's or its subcontractors' performance of the work covered under this agreement.

- 13.9 It is agreed that PROVIDER's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the CITY for liability arising out of operations under this agreement.
- 13.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this agreement.
- 13.11 PROVIDER and any subcontractors are responsible for all damage to their own equipment and/or property.

XIV. CHANGES AND AMENDMENTS

- 14.1 Except when the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by both CITY and PROVIDER.
- 14.2 It is understood and agreed by the parties hereto that changes in local, state, and federal rules, regulations, or laws applicable hereto may occur during the term of this contract and that any such changes shall be automatically incorporated into this contract without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation, or law.

XV. ENTIRE AGREEMENT

- 15.1 This contract and its exhibits constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof, and only executed by the parties.

XVI. SEVERABILITY

- 16.1 If any clause or provision of this contract is held invalid, illegal, or unenforceable under present or future federal, state, or local laws, including, but not limited to, the city charter, city code, or ordinances of the city of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality, or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

XVII. NOTICES

17.1 For purposes of this contract, all official communications and notices between the parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY

PROVIDER

Commander of Records Office
San Antonio Police Department
214 W. Nueva
San Antonio, Texas 78207

Ken Duke
Kennmark Group, Suite 108
121 Interpark
San Antonio, Texas 78216

XVIII. LAW APPLICABLE

18.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

18.2 VENUE AND JURISDICTION FOR ANY LEGAL ACTION OR PROCEEDING BROUGHT OR MAINTAINED, DIRECTLY OR INDIRECTLY, UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL LIE EXCLUSIVELY IN BEXAR COUNTY, TEXAS.

XIX. LEGAL AUTHORITY

19.1 The signer of this contract for PROVIDER represents, warrants, assures, and guarantees that he has full legal authority to execute this contract on behalf of PROVIDER and to bind PROVIDER to all of the terms, conditions, provisions, and obligations herein contained.

XX. PARTIES BOUND

20.1 This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, except as otherwise expressly provided for herein.

XXI. GENDER

21.1 Words of any gender used in this contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XXII. CAPTIONS

22.1 The captions contained in this contract are for convenience of reference only and in no way limit or enlarge the terms and/or conditions of this contract.

EXECUTED IN DUPLICATE ORIGINALS on _____, 2008.

CITY OF SAN ANTONIO

KENMARK GROUP

William P. McManus
Chief of Police

Ken Duke
President

Erik Walsh
Assistant City Manager

APPROVED AS TO FORM:

Charles H. Weir
Assistant City Attorney

**AMENDMENT OF
PROFESSIONAL SERVICES CONTRACT**

BETWEEN

**CITY OF SAN ANTONIO
AND
KENNMARK GROUP**

This contract amendment is made and entered into by and between the City of San Antonio (CITY) and Kennmark Group (PROVIDER).

WHEREAS, CITY and PROVIDER entered into the Professional Services Contract between City of San Antonio and Kennmark Group on July 2, 2008; and

WHEREAS, CITY wishes to ensure that, once CITY has trained the workers provided by PROVIDER to perform the required tasks in the SAPD Records Unit, PROVIDER provides to CITY workers that CITY has already trained; and

WHEREAS, by way of the aforementioned contract, PROVIDER agreed to provide temporary workers to CITY to perform duties within the San Antonio Police Department (SAPD) Records Unit; and

WHEREAS, said contract provided that, under no circumstances, would the CITY pay to PROVIDER an amount in excess of \$48,000.00; and

WHEREAS, the parties wish to amend the aforementioned contract to increase the maximum payout to \$78,000.00; **NOW THEREFORE**:

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. Article 2 (Scope of Services) of the Professional Services Contract between City of San Antonio and Kennmark Group is hereby amended to include the following provision:

- 2.4 PROVIDER agrees that, once CITY has trained the workers provided by PROVIDER to perform the required tasks in the SAPD Records Unit, PROVIDER will make every reasonable effort to provide to CITY the workers that CITY has already trained.

SECTION 2. Section 3.1 of Article 3 (Payment and Billing) of the Professional Services Contract between City of San Antonio and Kennmark Group is hereby amended, in its entirety, as follows:

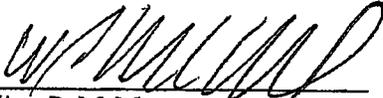
3.1 CITY shall pay PROVIDER at a rate of \$13.50 per hour for each hour that each of PROVIDER's employees provides the aforementioned services to CITY. CITY guarantees to PROVIDER no minimum use of personnel under this contract. Under no circumstances shall payment pursuant to this contract exceed \$78,000.00.

SECTION 3. All provisions of the Professional Services Contract between City of San Antonio and Kennmark Group, as previously amended, not addressed by this Amendment of Professional Services Contract between City of San Antonio and Kennmark Group shall remain in full force and effect.

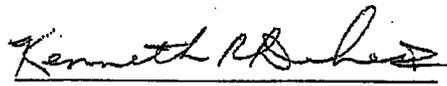
EXECUTED IN DUPLICATE ORIGINALS on 13 Aug, 2008.

CITY OF SAN ANTONIO

KENMARK GROUP

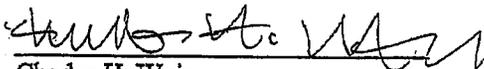


William P. McManus
Chief of Police



Ken Duke
President

APPROVED AS TO FORM:



Charles H. Weir
Assistant City Attorney



CITY OF SAN ANTONIO
Request for Council Action

Agenda Item # 30
Council Meeting Date: 9/4/2008
RFCA Tracking No: R-3778

DEPARTMENT: SAPD

DEPARTMENT HEAD: William McManus

COUNCIL DISTRICT(S) IMPACTED:
City Wide

SUBJECT:
Ratify Kennmark Professional Services Contract

SUMMARY:
This item is an ordinance ratifying the execution of a professional services contract, of up to \$78,000.00, with Kennmark Group, Inc. for temporary data entry personnel.

BACKGROUND INFORMATION:
The San Antonio Police Department's Records Unit is charged with the task of electronically entering all accident, offense and incident Police Reports. The data entered generates Uniform Crime Reports (UCR) as well as Tactical Crime Intelligence data. In addition, these reports are public governmental records in which the public can purchase for a fee which covers the cost of materials, labor and equipment as per the Texas Administrative Code (1 TAC 111.16-.70) and Code of Ordinances, City of San Antonio, (Chapter 25, Article I, Section 25-6).

In early July, the Police Department in coordination with the Human Resources Department, entered into a contract with Kennmark Group, Inc., a temporary employment services agency. The original contract was for \$48,000.00. After five weeks, the Kennmark employees enabled the Police Department to reduce the data entry backlog to thirteen days. In order to completely reduce the backlog, it was necessary to extend the contract and increase the amount by \$30,000.00. Staff executed the contract immediately to prevent a loss of continuity in the work the Kennmark employees. Additionally, this increased amount will cover services to be performed by Kennmark employees until the end of September 2008.

ISSUE:

The data entered generates Uniform Crime Reports (UCR) as well as Tactical Crime Intelligence data, which were forty days backlogged.

The full-time staff supplemented by the City's temporary staff pool cannot enter the data quickly enough to avoid a lengthy backlog. This is an unsatisfactory situation and precludes time and accurate crime reporting and degrades customer service when citizens cannot access reports within a reasonable time.

The Police Department will need continued temporary employment services from Kennmark Group, Inc. for the next 18-24 months, until which time the new Computer Aided Dispatch (CAD) and Report Management System (RMS) with direct report entry capability comes on-line in 2010. Staff will bring forward for City Council consideration the proposed contract for FY 2009 at a later date.

ALTERNATIVES:

An alternative to ratifying this contract is to rely on the City's temporary pool, however many of these individuals are not qualified typists or trained in data entry.

FISCAL IMPACT:

The fiscal impact to the General Fund is up to \$78,000.00. The Police Department General Fund budget will absorb the cost.

RECOMMENDATION:

Staff recommends that City Council ratify the contract with Kennmark Group, Inc. for up to \$78,000.00.

ATTACHMENT(S):

File Description	File Name
SAPD Kennmark Group, Inc. contract and extension	Signed Kennmark 30K Extension 8-13-08.pdf
SAPD Kennmark Group, Inc. contract and extension	Final Contract to Execute 6-27-08.pdf
Voting Results	
Ordinance/Supplemental Documents	200809040767.pdf

DEPARTMENT HEAD AUTHORIZATIONS:

William McManus Police Chief SAPD

APPROVED FOR COUNCIL CONSIDERATION:

Erik Walsh Assistant City Manager