

AN ORDINANCE 2015-10-29-0924

**RATIFYING THE FIRST AMENDMENT AND EXTENSION OF THE PROFESSIONAL SERVICES AGREEMENT FOR TEMPORARY PERSONNEL SERVICES WITH HIMJAR, LLC D/B/A VIP STAFFING, TO EXTEND THE TERM OF THE AGREEMENT THROUGH MAY 31, 2015, AND TO INCREASE TOTAL COMPENSATION PAID TO NOT MORE THAN \$54,343.13; AUTHORIZING AND ENACTING OTHER MATTERS INCIDENT AND RELATED THERETO; AND AUTHORIZING PAYMENT.**

\* \* \* \*

**WHEREAS**, on November 22, 2013, the City of San Antonio (“City”) entered into that certain *Professional Services Agreement For Temporary Personnel Services* (“Agreement”) with Himjar, LLC, d/b/a VIP Staffing (“VIP Staffing”) under which VIP Staffing has provided personnel services to furnish the City and the City’s Aviation Department with temporary employees as needed; and

**WHEREAS**, the sole three (3) month renewal term of the Agreement expired on May 31, 2014; and

**WHEREAS**, the Agreement initially provided that the total compensation to paid to VIP Staffing shall not exceed \$49,900.00; and

**WHEREAS**, City Staff has recommended that the Agreement be amended to (1) extend its term through May 31, 2015, and (2) to increase the total compensation to be paid to VIP Staffing to not more than \$54,343.13; and

**WHEREAS**, upon consideration and deliberation of the matter, the City Council has determined that it is in the best interest of the City to extend the Agreement and increase the total amount to be paid to VIP Staffing; **NOW THEREFORE:**

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

**SECTION 1.** The *First Amendment And Extension Of Professional Services Agreement For Temporary Personnel Services* (“Amendment and Extension”) between the City and VIP Staffing is hereby approved in all things. A copy of the Amendment and Extension is attached hereto as **Attachment I**. The City Manager or her Designee, or the Director of Aviation or his designee, are each hereby authorized to execute the Amendment and Extension on behalf of the City.

**SECTION 2.** All services heretofore provided by VIP Staffing to the City under the Agreement, and all payments heretofore made by the City to VIP Staffing in consideration for such services, are hereby ratified in all things.

**SECTION 3.** Payment of additional sums to VIP Staffing in consideration of services rendered to the City under the Agreement is hereby authorized, so long as the total compensation paid to VIP Staffing under the Agreement does not exceed \$54,343.13.

**SECTION 4.** Funding for this ordinance in the amount up to \$54,343.13 is available as part of the Fiscal Year 2016 budget in Fund 51001000, Cost Center 3305030006 and General Ledger 5202010.

**SECTION 5.** Payment not to exceed the budgeted amount is authorized to Himjar, LLC dba VIP Staffing 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.

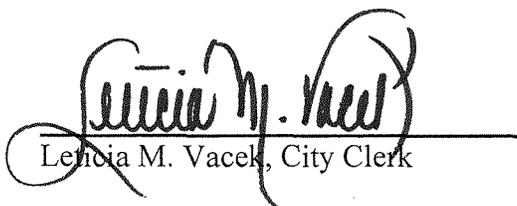
**SECTION 7.** This Ordinance shall take effect immediately if passed by eight (8) affirmative votes; otherwise this Ordinance shall take effect ten (10) days from the date of passage hereof.

*PASSED and APPROVED* this 29th day of October, 2015.



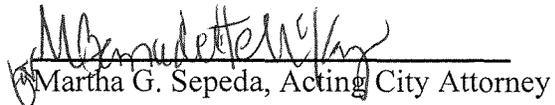
M A Y O R  
Ivy R. Taylor

**ATTEST:**



Lencia M. Vacek, City Clerk

**APPROVED AS TO FORM:**



Martha G. Sepeda, Acting City Attorney

<b>Agenda Item:</b>	17 ( in consent vote: 5, 6, 7, 8, 9A, 10, 12A, 12B, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25A, 25B )
<b>Date:</b>	10/29/2015
<b>Time:</b>	10:27:24 AM
<b>Vote Type:</b>	Motion to Approve
<b>Description:</b>	An Ordinance authorizing the ratification of an amendment to a professional services agreement with Himjar, LLC dba VIP Staffing to extend the termination date to May 31, 2015 and increase the contract value to the amount of \$54,343.13 for temporary plumbers for the San Antonio Airport System. [Carlos J. Contreras III, Assistant City Manager; Frank Miller, Director, Aviation]
<b>Result:</b>	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	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				
Michael Gallagher	District 10		x				

**A T T A C H M E N T I**

**FIRST AMENDMENT AND EXTENSION OF  
PROFESSIONAL SERVICES CONTRACT FOR  
TEMPORARY PERSONNEL SERVICES**

This *First Amendment And Extension Of Professional Services Contract For Temporary Personnel Services* ("First Amendment") is entered into by and between the CITY OF SAN ANTONIO, a Texas municipal corporation, by and through its Director of Aviation (hereinafter referred to as "City"), and HIMJAR, LLC d/b/a VIP STAFFING, a \_\_\_\_\_ limited liability company, by and through its Chief Operating Officer (hereinafter referred to as "Consultant" or "Agency"). City and Consultant are sometimes hereinafter referred to as the "Parties".

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 II. TERM, Section 2.1 of that certain *Professional Services Contract For Temporary Personnel Services* between City and Consultant, dated on or about November 22, 2013 ("Contract"), is deleted in its entirety and replaced by the following:

"2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence upon the execution of this Agreement by both Parties and shall terminate on May 31, 2015.

- 1.2 Article II. TERM, Section 2.2, is hereby deleted from the Contract in its entirety.

- 1.3 Article IV. COMPENSATION, Section 4.1 of the Contract is deleted in its entirety and replaced by the following:

"4.1 In consideration of AGENCY'S performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay Agency its Mark-up Percentage, as follows:

Mark-up Percentage for Non-exempt employees - 45%  
Mark-up Percentage for Exempt employees - 28%

The Mark-up Percentages shall remain fixed for the entire term of the awarded contract. The total amount to be paid under this Agreement shall not exceed \$54,955.00.

**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 February 27, 2014.

**CITY  
CITY OF SAN ANTONIO, TEXAS**

**CONSULTANT  
HIMJAR, LLC dba VIP STAFFING**

\_\_\_\_\_  
Frank R. Miller  
Aviation Director

\_\_\_\_\_  
Jon Akins  
Chief Operating Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney