

**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