

AN ORDINANCE 2018-03-08-0189

AUTHORIZING TWO AMENDMENTS TO TWO EXISTING PROFESSIONAL SERVICES AGREEMENTS IN SUPPORT OF VISION ZERO AND TRANSPORTATION PLANNING BY INCREASING THE CONTRACT WITH THE UNIVERSITY OF TEXAS AT SAN ANTONIO IN AN AMOUNT NOT TO EXCEED \$200,000.00 AND INCREASING THE CONTRACT WITH KOMET MARKETING COMMUNICATIONS, INC. IN AN AMOUNT NOT TO EXCEED \$80,000.00 AND EXTENDING THE TERM OF EACH AGREEMENT FOR ONE YEAR WITH THE OPTION TO EXTEND FOR UP TO TWO ADDITIONAL ONE-YEAR TERMS.

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WHEREAS, in June 2017 the City executed a Professional Services Agreement with the University of Texas at San Antonio (UTSA) to conduct crash analyses for Vision Zero in an amount not to exceed \$50,000.00 for a period of one year; and

WHEREAS, in September 2017, the City executed a Professional Services Agreement with Komet Marketing Communications, Inc. (Komet) for public relations consulting services in support of Vision Zero in an amount not to exceed \$450,000.00; and

WHEREAS, this Ordinance authorizes execution of an amendment to the agreement with the UTSA in the increased amount of \$200,000.00 for a total amount not to exceed \$250,000.00 for a term of one year with the option to renew for up to two additional one-year terms; and

WHEREAS, this Ordinance also authorizes the execution of an amendment to the agreement with and Komet in the increased amount of \$80,000.00 for a total amount not to exceed \$530,000.00 for a term of one year with the option to renew for up to two additional one-year terms; and; and

WHEREAS, it is necessary to amend the Agreements accordingly and authorize the execution of such amendments; **NOW THEREFORE**,

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

SECTION 1. The terms and conditions of two amendments, increasing the contract capacity to the Professional Services Agreement with the University of Texas at San Antonio by an amount not to exceed \$200,000.00, increasing the Professional Services Agreement with Komet Marketing Communications, Inc. in an amount not to exceed \$80,000.00, and extending the term of each agreement to one year with the option to extend for up to two additional one-year terms in support of Vision Zero and transportation planning, as described above, are hereby approved. The City Manager or her designee is authorized to execute the two amendments, copies of which in substantially final form are attached as **Exhibits I and II**.

SECTION 2. Funding for this ordinance will be identified when work orders are issued. If funding for any work orders is not previously appropriated, funding will be identified and appropriated through subsequent City Council action. Payment is limited to the amounts budgeted in the Operating and/or Capital Budget funding sources identified. All expenditures will comply with Operating and/or Capital Budgets for current and future fiscal years.


SECTION 3. A contract was previously awarded to University of Texas at San Antonio (UTSA) in the amount of \$50,000.00 for professional services. This Ordinance is increasing the contract amount by \$200,000.00 to a revised contract total not to exceed \$250,000.00, within the term of the agreement, and is authorized to be encumbered with a purchase order and made payable to University of Texas at San Antonio (UTSA), for on-call professional services. The agreement provides for up to two additional one-year terms in support of Vision Zero for renewal upon City Council approval.

SECTION 4. A contract was previously awarded to Komet Marketing Communications, Inc. (Komet) in the amount of \$450,000.00 for professional services on Ordinance 2017-09-07-0638. This Ordinance is increasing the contract amount by \$80,000.00 to a revised contract total not to exceed \$530,000.00, within the term of the agreement, and is authorized to be encumbered with a purchase order and made payable to Komet Marketing Communications, Inc. (Komet), for on-call professional services. The Agreement provides for up to two additional one-year terms in support of Vision Zero for renewal upon City Council approval.

SECTION 5. 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.

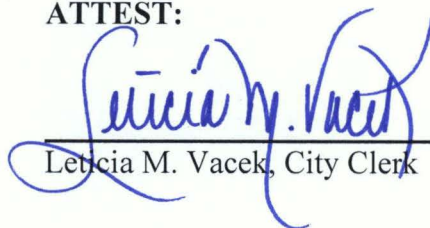
SECTION 6. This Ordinance shall be effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 8th day of March, 2018.




M A Y O R
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

Agenda Item:	22 (in consent vote: 4, 5, 6, 7, 8, 9, 10, 14, 16, 17, 19, 20, 21, 22)						
Date:	03/08/2018						
Time:	09:29:13 AM						
Vote Type:	Motion to Approve						
Description:	Ordinance in support of Vision Zero and Transportation Planning amending two on-call professional services agreements with the University of Texas at San Antonio in the increased amount of \$200,000.00 for a total contract amount not to exceed \$250,000.00 and Komet Marketing Communications, Inc. in the increased amount of \$80,000.00 for a total contract amount not to exceed \$530,000.00, each for a term of one year with the option to renew for up to two additional one-year terms. [Peter Zanoni, Deputy City Manager; Mike Frisbie, Director, Transportation & Capital Improvements]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x			x	
William Cruz Shaw	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				
Clayton H. Perry	District 10	x					

Exhibit I

**FIRST AMENDMENT AND EXTENSION
TO THE
PROFESSIONAL SERVICES AGREEMENT
FOR
UNIVERSITY OF TEXAS AT SAN ANTONIO**

This Amendment (herein called the "Amendment") to the Professional Contract, Architectural and Engineering Design and Construction Services for the UTSA Crash Test Analysis Project is entered into by and between the City of San Antonio (herein called the "City"), a Texas municipal corporation, acting by and through its Director of Transportation and Capital Improvements and University of Texas at San Antonio (UTSA) (herein called "Consultant"), acting by and through its duly authorized corporate representative, as set out below.

WITNESSETH:

WHEREAS, June 12, 2017 THE City of San Antonio Transportation & Capital Improvements Department and The University of Texas at San Antonio ("UTSA"), an agency of the State of Texas and academic component of The University of Texas System entered into a Professional Services Agreement

WHEREAS, this amendment increases the contract amount by \$100,000, with an option to renew services for two additional years by \$50,000 for a total contract value not to exceed amount of \$250,000

WHEREAS, this amendment increases the duration of the contract timeline to be complete by December 31, 2019, with an option to renew services for two additional years for an estimated contract completion date of December 31, 2021.

WHEREAS, this amendment increases the Scope of the contract to include as follows:

Task 4: Fulfill crash analysis of intersection for the TxDOT Traffic Safety Grant

In addition to the stated in the original contract the consultant will use CRIS data to assess 100 intersections along 100 miles of safety challenged corridors. The crash data will be compiled before and after the public safety campaign portion of the grant conducted in coordination with the Police Department. Casual factors to crashes will need to be identified and engineering or other interventions recommended."

NOW THEREFORE, in consideration of the terms, covenants, agreements and demises herein contained each to the other given, the sufficiency and receipt of which are hereby acknowledged, the Agreement, as previously amended, entered into by and between the City and the Consultant is amended as follows:

1. **Article VIII Contract Price.** The Not-to-Exceed Contract Price set out in IV. Compensation to Consultant, in the Agreement, is hereby increased by up to \$200,000 to \$250,000.00.

Except as amended hereby, all other provisions of the Agreement are hereby retained in their entirety and remain unchanged.

-----*Signature page to follow*-----

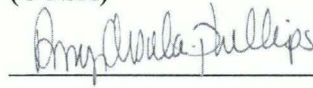
EXECUTED AND AGREED TO this _____ day of _____, 2017.

CITY OF SAN ANTONIO

UTSA

CITY:
CITY OF SAN ANTONIO

CONSULTANT:
UNIVERSITY OF TEXAS AT SAN ANTONIO
(UTSA)



Mike Frisbie, P.E.
Director/City Engineer

Amy Ossola-Phillips
Director, Research Service Center for Engineering

Date: _____

Date: December 13, 2017

APPROVED:

By: _____
City Attorney

Exhibit II

**FIRST AMENDMENT AND EXTENSION
TO THE
PROFESSIONAL SERVICES AGREEMENT
FOR
PUBLIC RELATIONS CONSULTING SERVICES
WITH KOMET MARKETING COMMUNICATIONS INC**

This Amendment (herein called the "Amendment") to Professional Services Agreement for Public Relations Consulting Services is entered into by and between the City of San Antonio (herein called the "City"), a Texas municipal corporation, acting by and through its Director of Transportation and Capital Improvements and Komet Marketing Communications, INC (herein called "Consultant"), acting by and through its duly authorized corporate representative, as set out below.

WITNESSETH:

WHEREAS, September 7, 2017 the City of San Antonio Transportation & Capital Improvements Department and Komet Marketing Communications, INC ("Komet"), entered into a Professional Services Agreement

WHEREAS, this amendment increases the contract amount by \$80,000, for a total contract value not to exceed amount of \$530,000

WHEREAS, this amendment increases the Scope of the contract to include as follows:
In addition to the tasks already defined in the original agreement, this amendment adds the following:

1. Educate 10,000 people through social media and brochure distribution at traffic stops.
Utilize consultants to provide key messaging through social media and prepare accompanying materials for distribution through Police Department
2. Train 1,000 police officers using videos at roll-call and at personal computers.
Consultant will prepare video to educate Officers on Public Education Campaign implementation, CRIS data correct reporting, and Vision Zero

NOW THEREFORE, in consideration of the terms, covenants, agreements and demises herein contained each to the other given, the sufficiency and receipt of which are hereby acknowledged, the Agreement, as previously amended, entered into by and between the City and the Consultant is amended as follows:

1. **Article VIII Contract Price.** The Not-to-Exceed Contract Price set out in Article IV Compensation to Consultant, in the Agreement, is hereby increased by up to \$80,000 to \$530,000.

Except as amended hereby, all other provisions of the Agreement are hereby retained in their entirety and remain unchanged.

-----*Signature page to follow*-----

EXECUTED AND AGREED TO this 20 day of December, 2017.

EXECUTED and AGREED to as of the dates indicated below:

CITY OF SAN ANTONIO

CONSULTANT

Komet Marketing Communications, Inc.

(Signature)

(Signature)

Printed Name: _____

Title: _____

Date: _____

Printed Name: Leslie Komet Ausburn

Title: President

Date: 12/20/17

Approved as to Form:

Assistant City Attorney