

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** AIRPORT

**AGENDA DATE:** October 11, 2011

**CONTACT PERSON NAME AND PHONE NUMBER:** Monica Lombraña/780-4724

**DISTRICT(S) AFFECTED:** All

**SUBJECT:**

Authorize the City Manager to sign an amendment to extend the contract with TIBH and Border TM Industries, Inc. for Grounds Maintenance Services at El Paso International Airport.

**BACKGROUND / DISCUSSION:**

This is the Second Amendment to Contract No. 2008-242, which Council approved on July 29, 2008. The current contract expires on November 1, 2011 and the purpose of the Amendment is to extend the contract through December 31, 2011, or, until such time as the General Services issues a solicitation and Council awards a new contract for "Citywide Grounds Maintenance", to include grounds maintenance at the Airport. Should a new contract be awarded earlier than December 31, 2011, the Amendment includes a termination clause which can be exercised with thirty days written notice.

**PRIOR COUNCIL ACTION:**

Council awarded the original contract on July 29, 2008 for a three year term.

**AMOUNT AND SOURCE OF FUNDING:**

Airport Operating Funds, 62620001-40101-502204

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**BOARD / COMMISSION ACTION:** N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

*Information copy to appropriate Deputy City Manager*

# RESOLUTION

## BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign the Second Amendment to the State Use Contract for Grounds Maintenance Service by and between the CITY OF EL PASO, a Texas home rule municipal corporation ("the City"), and TIBH, Inc. ("TIBH"), a private non-profit corporation and the certifying party, and BORDER TM INDUSTRIES, INC., the performing party ("Contractor") to extend the contract until December 31, 2011.

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2011.

THE CITY OF EL PASO

\_\_\_\_\_  
John F. Cook  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Theresa Cullen  
Deputy City Attorney

APPROVED AS TO CONTENT:



\_\_\_\_\_  
Monica Lombraña, A.A.E.  
Director of Aviation

CITY CLERK DEPT.  
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THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

SECOND AMENDMENT TO  
STATE USE CONTRACT FOR  
GROUNDS MAINTENANCE SERVICES

THIS SECOND AMENDMENT is made this \_\_\_\_ day of \_\_\_\_\_ 2011 by and between the CITY OF EL PASO, a Texas home rule municipal corporation (hereinafter referred to as "the City"), and TIBH, Inc. (hereinafter referred to as "TIBH"), a private non-profit corporation and the certifying party, and BORDER TM INDUSTRIES, INC., the performing party (hereinafter referred to as "Contractor").

**WHEREAS**, the City entered into a State Use Contract for Grounds Maintenance Services (hereinafter referred to as the "Contract") with the Contractor for the provision of grounds maintenance services for the period of August 1, 2008 through July 31, 2011;

**WHEREAS**, the City anticipates that it will prepare a new solicitation for "Citywide Grounds Maintenance" to include grounds maintenance at the El Paso International Airport;

**WHEREAS**, on July 26, 2011 the Contract was amended by that First Amendment to the State Use Contract for Grounds Maintenance Service to extend the Contract until November 1, 2011;

**WHEREAS**, the City and the Contractor desire to amend the Contract to extend the term of the Contract until the solicitation is awarded,

**NOW, THEREFORE**, the parties do hereby mutually agree to amend the Contract as follows:

1. The term of the Contract is hereby extended through December 31, 2011 and shall continue on a month-to-month basis not to exceed four months. The City may terminate this agreement for convenience with thirty (30) days written notice to the Contractor. It is also understood and agreed that upon such notice of termination, the Contractor shall cease the performance of services under this Contract. Upon such termination, the Contractor shall provide one final invoice for all services completed prior to the City's notice of termination. The City shall compensate the Contractor in accordance with this Contract.
2. Regardless of the date executed, the Effective Date of this Second Amendment to the State Use Contract for Grounds Maintenance Services shall be November 1, 2011.
3. Except as expressly modified herein all other terms and conditions of the Contract shall remain in full force and effect and shall remain as written unless expressly modified herein.

4. Each individual signing this Second Amendment acknowledges that he or she is authorized to do so, and warrants that each is authorized to commit and bind that party to the terms and conditions of this instrument.

**WITNESS THE FOLLOWING SIGNATURES AND SEALS:**

**CITY OF EL PASO**

\_\_\_\_\_  
Joyce A. Wilson  
City Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Theresa Cullen  
Deputy City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Monica Lombraña, A. A. E.  
Director of Aviation

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

**TIBH and CONTRACTOR:**

**BORDER TM INDUSTRIES, INC.**

  
Name: Everardo M. Sanchez  
Title: Executive Director

9-26-11

**TEXAS INDUSTRIES FOR THE  
BLIND AND HANDICAPPED**

\_\_\_\_\_  
Name: Henry Hernandez  
Title: Marketing Sales Representative

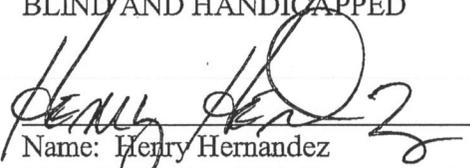
**TIBH and CONTRACTOR:**

BORDER TM INDUSTRIES, INC.

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Name: Everardo M. Sanchez  
Title: Executive Director

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Name: Henry Hernandez  
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