

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

**DEPARTMENT:** Aviation

**AGENDA DATE:** December 13, 2011

**CONTACT PERSON/PHONE:** Monica Lombraña, A.A.E. -780-4793

**DISTRICT(S) AFFECTED:** All

**SUBJECT:**

Resolution authorizing the City Manager to sign the First Amendment to the State Use Contract – Contract for Cleaning Services, (Agreement) by and between the City of El Paso (City), TIBH Industries, Inc. (TIBH), and Professional Contract Services, Inc. (PCSI) to extend the term of the contract for cleaning services at El Paso International Airport (EPIA). The term of the contract will be effective January 1, 2012 to December 31, 2012. Compensation will be \$57,773.00 per month.

**BACKGROUND / DISCUSSION:**

TIBH/PCIS will provide custodial services to clean restrooms in order to supplement existing city services. This contract is exempt from competitive bidding requirements of the Texas Local Government Code Section 252.021 and is in compliance with Chapter 122 of the Texas Human Resource Code. PCSI is certified by TIBH as providing employment for the blind and/or disabled. TIBH/PCSI has been providing these services to EPIA since 1998.

**PRIOR COUNCIL ACTION:**

April 8, 2008 – City Council approved the contract for cleaning services.  
May 26, 2009 - Resolution authorizing the City Manager to sign a State Use Contract – Contract for Cleaning Services.

**AMOUNT AND SOURCE OF FUNDING:**

Amount of contract services - \$693,276.00

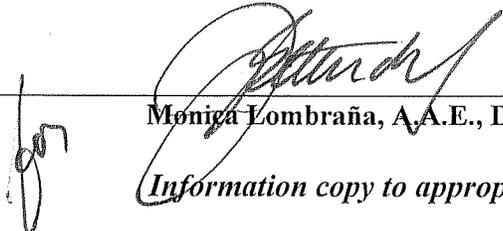
Funding – EPIA Enterprise Fund 62620005-502206-40101

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**

  
\_\_\_\_\_  
Monica Lombraña, A.A.E., Director of Aviation  
*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 First Amendment to the State Use Contract - Contract for Cleaning Services, by and between the City of El Paso and TIBH Industries, Inc., and Professional Contract Services, Inc. to extend the term of the contract for cleaning services in the El Paso International Airport Terminal through December 31, 2012 and to revise the fee for replacing Airport issued ID badges;

ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2011.

CITY OF EL PASO

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

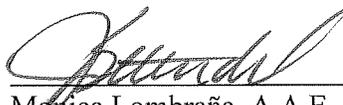
### ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
Municipal Clerk

### APPROVED AS TO FORM:

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

### APPROVED AS TO CONTENT:

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

STATE OF TEXAS        )  
                                  )  
COUNTY OF EL PASO    )

**FIRST AMENDMENT TO  
STATE USE CONTRACT - CONTRACT FOR CLEANING SERVICES**

**El Paso International Airport, El Paso, Texas**

THIS FIRST 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. a private non-profit corporation and the certifying party ("TIBH"), and PROFESSIONAL CONTRACT SERVICES, INC. ("PSCI"), the performing party and the certifying and performing parties are hereinafter jointly referred to as "the Contractor").

**WHEREAS**, on May 26, 2009, the City entered into a State Use Contract for Cleaning Services (hereinafter referred to as the "Contract") with the Contractor for the restrooms and other common use areas of the El Paso International Airport (EPIA) terminal building;

**WHEREAS**, the Contract will expire on December 31, 2011 and the City and the Contractor hereby wish to amend the Contract to extend its term to December 31, 2012 and to also revise the fee for replacing EPIA issued ID badges;

**NOW, THEREFORE**, for and in consideration of the foregoing recitals and of the mutual promises and covenants of the parties contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. The term of the Contract is hereby extended through December 31, 2012. 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. The City and the Contractor agree that Attachment "A", Cleaning Services for the El Paso International Airport Minimum Requirements, of the Contract, Provisions Specific to El Paso International Airport, Subparagraph 3.c., is revised as follows:

3. Contractor Identification badge requirements at ELP are as follows:

c. The fee for an airport issued ID badge that is lost, stolen or not returned to El Paso International Airport will be \$100.00 per badge.

3. Regardless of the date executed, the Effective Date of this First Amendment to the State Use Contract for Cleaning Services shall be January 1, 2012.

4. 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.

5. Each individual signing this First 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_ day of \_\_\_\_\_, 2011.

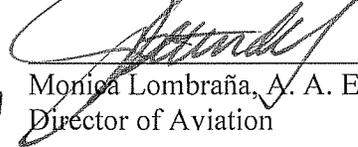
**CITY OF EL PASO**

\_\_\_\_\_  
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

**ACKNOWLEDGMENT**

THE STATE OF TEXAS    )  
  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2011, by **Joyce A. Wilson** as City Manager for the City of El Paso.

\_\_\_\_\_  
Notary Public, State of Texas

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

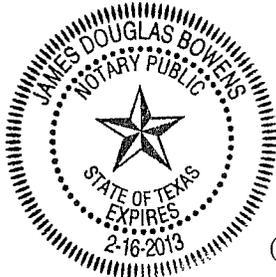
TIBH INDUSTRIES, INC. (TIBH)

By: Henry Hernandez  
Printed Name: HENRY HERNANDEZ  
Title: MARKETING MANAGER

ACKNOWLEDGMENT

THE STATE OF TEXAS )  
  )  
COUNTY OF Bexar )

This instrument was acknowledged before me on this 2nd day of December, 2011,  
by Henry Hernandez as MARKETING MANAGER for TIBH INDUSTRIES,  
INC. (TIBH).



James D. Bowens  
Printed Name: JAMES D. BOWENS  
Notary Public, State of Texas

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

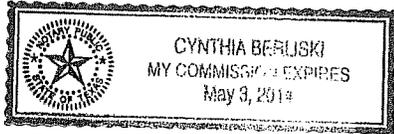
PROFESSIONAL CONTRACT  
SERVICES, INC. (PCSI)

By: *Michael K. Cloud*  
Printed Name: MICHAEL K CLOUD  
Title: Vice President

ACKNOWLEDGMENT

THE STATE OF TEXAS    )  
                                  )  
COUNTY OF Travis    )

This instrument was acknowledged before me on this 29<sup>th</sup> day of November, 2011,  
by Michael K. Cloud as Vice President for **Professional  
Contract Services, Inc. (PCSI).**



*Cynthia Berliski*  
Printed Name: Cynthia Berliski  
Notary Public, State of Texas