

**CITY OF EL PASO, TEXAS**  
**DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)**

**DEPARTMENT:** Airport  
**AGENDA DATE:** December 27, 2006  
**CONTACT PERSON/PHONE:** Patrick T. Abeln-780-4724  
**DISTRICT(S) AFFECTED:** 3

CITY CLERK DEPT.  
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**SUBJECT:**

**AUTHORIZE** the City Manager to sign the Tenth Amendment to that certain State Use Contract-Contract for Cleaning Services, dated May 26, 1998, by and between the City of El Paso and Texas Industries for the Blind and Handicapped and Professional Contract Services, Inc. (the "Contract"), to extend the term of the Contract for the provision of cleaning services at the El Paso International Airport Terminal for an additional year.

**BACKGROUND / DISCUSSION:**

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action?

The Airport has had a contract with TIBH/PCSI since May 1998 and has extended the contract on a yearly basis. The contractor performs a vital service to the Airport in providing certain custodial services to supplement existing city services.

**PRIOR COUNCIL ACTION:**

Has the Council previously considered this item or a closely related one? If so, when?

Yes, on 12-20-05 the contract was amended to extend until December 31, 2006.

**AMOUNT AND SOURCE OF FUNDING:**

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

Item has been budgeted and does not require a budget transfer.

Account 62620005-502206-40101

**BOARD / COMMISSION ACTION:**

Enter appropriate comments or N/A

N/A

**COUNCIL ACTION REQUIRED:** City Council did not delegate the authority to sign airport leases, concession agreements or operating agreements.

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

**LEGAL:** (if required) Raymond L. Telles **FINANCE:** (if required) \_\_\_\_\_  
Raymond L. Telles, Asst. City Attorney

**OTHER:** Patrick T. Abeln, A. A. E., Director of Aviation \_\_\_\_\_  
(Example: if RCA is initiated by Purchasing, client department should sign also)

*Information copy to appropriate Deputy City Manager*

**APPROVED FOR AGENDA:**

**CITY MANAGER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

# RESOLUTION

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

That the City Manager be authorized to sign the Tenth Amendment to that certain State Use Contract - Contract for Cleaning Services, dated May 26, 1998, by and between the City of El Paso, Texas Industries for the Blind and Handicapped, and Professional Contract Services, Inc. (the "Contract"), to extend the term of the Contract for the provision of cleaning services in the El Paso International Airport Terminal for an additional year.

ADOPTED this \_\_\_\_ day of December 2006.

CITY OF EL PASO

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

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Raymond L. Telles

Assistant City Attorney

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STATE OF TEXAS        )  
                                  )  
COUNTY OF EL PASO    )

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

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

THIS Tenth Amendment to that certain State Use Contract – Contract For Cleaning Services, dated May 26, 1998, (the “Contract”) is made on the date set out below by the City of El Paso, (“City”) and Texas Industries for the Blind and Handicapped, a private non-profit corporation (“Texas Industries”), and Professional Contract Services, Inc. (“Professional Services” formerly known as Physically Challenged Services, Inc.). Hereinafter, Texas Industries and Professional Services shall collectively be referred to as the “Contractor”.

**RECITALS**

**WHEREAS**, the Parties entered into the Contract, whereby the Contractor agreed to perform cleaning services for the City’s airport as provided for therein;

**WHEREAS**, the Contract has been amended nine (9) previous times to extend its term and modify its scope and pricing; and

**WHEREAS**, the City and the Contractor hereby wish to further amend the Contract to extend its term to December 31, 2007;

**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. ARTICLE 2 TERM of the Contract is hereby amended to read as follows:

“This Contract shall become effective on January 1, 2007 and shall terminate on December 31, 2007.”

2. ARTICLE 4 PAYMENT of the Contract is hereby amended by revising the amount of compensation as follows:

“In consideration for the services provided by PCSI as stated herein, the City agrees to pay TIBH the sum of THIRTY SEVEN THOUSAND ONE HUNDRED SEVENTY FIVE AND 42/100 DOLLARS (\$37,175.42) per month for the period from January 1, 2007 through December 31, 2007.”

3. The Parties agree that this Tenth Amendment has been freely negotiated by all parties and that in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of the Contract as amended, there shall be no inference, presumption, or conclusion drawn whatsoever for or against any party by virtue of that party having drafted this Contract or amendments.
4. Each person signing this document on behalf of Texas Industries and Professional Services represents and warrants that he or she has the authority to legally bind their respective entity to the provisions hereof and that the representations made to the City as inducement to enter into the original Contract are still true and correct.
5. Except as amended herein, all terms and conditions of the State Use Contract – Contract for Cleaning Services dated May 26, 1998 as previously amended shall be and remain in full force and effect.
6. Regardless of the day executed, this Tenth Amendment shall be effective as of January 1, 2007.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands this \_\_\_\_ day of December 2006.

**CITY OF EL PASO**

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

**APPROVED AS TO FORM:**

  
 \_\_\_\_\_  
 Raymond L. Telles  
 Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
 \_\_\_\_\_  
 Patrick T. Abeln, A. A. E.  
 Director of Aviation

**APPROVED AS TO CONTENT:**

  
 \_\_\_\_\_  
 Terry Freiburg  
 Purchasing Manager

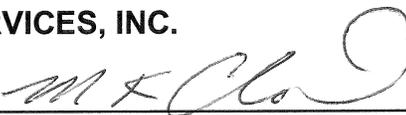
(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

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**TEXAS INDUSTRIES FOR THE BLIND  
AND HANDICAPPED**

By:   
Printed Name: Henry Hernandez  
Title: Marketing Sales Representative

**PROFESSIONAL CONTRACT  
SERVICES, INC.**

By:   
Printed Name: Michael K. Cloud  
Title: Vice-President  
P.C.S.I.

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