

**CITY OF SAN ANTONIO
ALAMODOME DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

CONSENT AGENDA

ITEM NO. 25

TO: Mayor and City Council

FROM: Michael Abington, Alamodome Director

SUBJECT: Extension Agreement and Addendum to the Housekeeping and Conversion Services Agreement with Go Professional Environmental Management

DATE: March 10, 2005

SUMMARY AND RECOMMENDATIONS

An Ordinance authorizing an Extension Agreement and Addendum to the Housekeeping and Conversion Services Agreement with Go Professional Environmental Management to provide the Alamodome and Nelson W. Wolff Municipal Stadium housekeeping and conversion services exercising the first one (1)-year renewal option and extending the Housekeeping and Conversion Services Agreement through March 21, 2006, in an amount not to exceed \$534,893.00; providing for waiver of additional fees owed to Go Professional Environmental Management from March 22, 2004 through February 14, 2005; and providing for payment.

BACKGROUND INFORMATION

Ordinance No. 95383, passed and approved by the City Council on February 28, 2002, authorized the execution of a three (3)-year contract, with two (2) one (1)-year extension options, with Go Professional Environmental Management.

The outsourcing of housekeeping and conversion services was implemented in order to offset significant worker's compensation expenses and the administrative costs associated with conducting this activity with in-house personnel.

Per Section 7.3 of the original agreement, the contractor was required to inform the City of its desire to execute the first of two (2) one (1)-year extensions at least 90 days prior to expiration date of March 21, 2005, of the original agreement. In a letter to the City dated November 22, 2004, the contractor expressed its desire to execute the first extension.

In the original agreement the rates payable to contractor in the third and final year March 22, 2004 through March 21, 2005 were higher than those in the first two years. However, the contractor has failed to invoice the City at the correct rates for the third and final year of the contract. Since the contractor failed to identify this oversight for almost the entire third year and since the fiscal year (FY 03-04) had concluded in which much of the contractor service was conducted and cost was incurred, staff negotiated an addendum with the contractor whereby the

contractor would waive any additional fees that would have resulted from the rate increase for the period March 22, 2004 through February 14, 2005.

POLICY ANALYSIS

This action is consistent with current policy to provide housekeeping and conversion services through an outsourced contract, which was implemented in order to offset significant worker's compensation expenses and the administrative costs associated with conducting this activity with in-house personnel.

The Alamodome is satisfied with the delivery of housekeeping and conversion services by Go Pro Environmental Management and is in support of the execution of the first of two (2) one (1)-year extensions of this agreement and addendum.

FISCAL IMPACT

Per the original agreement, following are the contractor's personnel classifications along with the rates stipulated for the first extension period and an estimated number of hours based on anticipated event programming:

	Site Manager	Event Supervisor	Cleaning Attendant	Conversion Technician
Rate	\$1,800.00/mo.	\$9.05/hr.	\$8.75/hr.	\$9.35/hr.
Est. usage – Alamodome	12 mos.	3,159 hrs.	39,066 hrs.	6,963 hrs.
Est. usage – Wolff Stadium	* N/A	1,408 hrs.	7,432 hrs.	* N/A
Total usage	12 mos.	4,567 hrs.	46,498 hrs.	6,963 hrs.
Total est. cost	\$21,600	\$41,331	\$406,858	\$65,104

* There is not a full-time Site Manager for Wolff Stadium as events are seasonal and can be managed by an Event Supervisor. There are no Conversion Technicians for Wolff Stadium as the facility is only used for baseball.

The total estimated cost of executing this first one (1)-year extension is \$534,893, based on anticipated event programming, of which \$457,121 is for the Alamodome and \$77,772 is for Wolff Stadium.

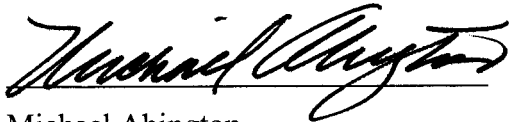
Funds in the amount of \$534,893 have been budgeted for FY 04-05 in the Community & Visitor Facilities Fund.

COORDINATION

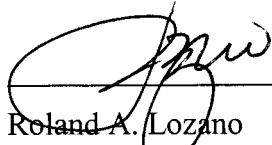
This item has been coordinated with the City Attorney's Office, Contract Services Department and the Office of Management and Budget.

SUPPLEMENTARY COMMENTS

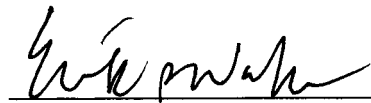
A completed Discretionary Contracts Disclosure form is attached.



Michael Abington
Alamodome Director



Roland A. Lozano
Assistant to the City Manager



J. Rolando Bono
Interim City Manager

STATE OF TEXAS

**EXTENSION AGREEMENT AND ADDENDUM TO THE
HOUSEKEEPING AND CONVERSION SERVICES
AGREEMENT WITH GO PROFESSIONAL
ENVIRONMENTAL MANAGEMENT**

COUNTY OF BEXAR

THIS INSTRUMENT is made and entered into by and between the City of San Antonio ("CITY") and Go Professional Environmental Management ("CONTRACTOR").

WHEREAS, under authority granted by Ordinance No. 95383, passed and approved on February 28, 2002, CITY and CONTRACTOR entered into a Housekeeping and Conversion Services Agreement ("Original Agreement") for the purpose of providing housekeeping and supplemental conversion personnel for the Alamodome and Nelson W. Wolff Stadium. The Original Agreement provided for an initial term of three (3) years, which ends on March 21, 2005; and

WHEREAS, under the terms of the Original Agreement, CONTRACTOR sent a letter to CITY on November 22, 2004, indicating its desire to extend the Original Agreement through March 21, 2006, by exercising the first renewal option; and

WHEREAS, the City Council of the City of San Antonio has expressed its commitment to extend the Original Agreement with CONTRACTOR for the first renewal option pursuant to Ordinance No. _____, passed and approved on March __, 2005; **NOW THEREFORE**,

The Parties agree as follows:

1.01 Based on the applicable provisions authorizing an extension and subject to the terms and conditions set out in this Extension Agreement and Addendum and Ordinance No. _____, the Parties hereto mutually agree to exercise the first renewal option and extend their Original Agreement, entered into upon authority granted in Ordinance No. 95383, and said Original Agreement shall now have a termination date of March 21, 2006.

2.01 The Parties agree and understand that, except as modified herein, all terms and conditions contained in the Original Agreement entered into under the authority of Ordinance No. 95383 shall remain in full force and effect.

3.01 The Parties mutually agree and understand that CITY does not owe any additional fees to CONTRACTOR based on any fee increases from March 22, 2004 through February 14, 2005, and CITY shall begin paying the additional fees due for the third year of the Original Agreement for events held on or after February 17, 2005. CONTRACTOR hereby waives and releases CITY from any and all present and future claims based on such fee increases from March 22, 2004 through February 15, 2005.

EXECUTED AND SIGNED this _____ day of March, 2005.

CITY OF SAN ANTONIO

**GO PROFESSIONAL ENVIRONMENTAL
MANAGEMENT**

J. Rolando Bono
Interim City Manager

Name: _____
Title: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

City of San Antonio

Discretionary Contracts Disclosure*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2
 Attach additional sheets if space provided is not sufficient.
 State "Not Applicable" for questions that do not apply.

ATTACHMENT ITEM 25

* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the city in the enforcement of provisions contained in the City Charter and the code of ethics, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract:

[REDACTED]		
Sam Sales Geoffrey Constable		
[REDACTED]		
[REDACTED]		
Non Applicable at this time		
[REDACTED]		
N/A		
[REDACTED]		
N/A		

* A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

