

CITY OF EL PASO, TEXAS

AGENDA ITEM

CITY CLERK DEPT

DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT:

2014 DEC -2 AM 10: 34

Police

AGENDA DATE:

December 9, 2014

CONTACT PERSON NAME AND PHONE NUMBER:

Michelle Gardner, Assistant Chief, 564-7301

DISTRICT(S) AFFECTED:

All

SUBJECT:

That the City Manager be authorized to sign a Second Amendment to the Contract No. 2011 – 310R for the Operation and Maintenance of City of El Paso Police Department Municipal Vehicle Storage Facility by and between the City of El Paso and Rod Robertson Enterprises, Inc. to establish the schedule of deposits of Storage Facility Revenues into the City's depository institution, and to clarify the calculation method of the contract proceeds related to the live vehicle auction services provided under the Contract.

BACKGROUND / DISCUSSION:

The Contract currently lacks specific language as to the timeliness of deposits. The auction proceeds calculation is covered in a negotiation letter. The Second Amendment will specify the calculation, mandate use of a calculation form, and remove an incorrect portion of the negotiation letter regarding the calculation process.

PRIOR COUNCIL ACTION:

City Council approved the current contract with Rod Robertson Enterprises, Inc. on November 29, 2011, and the first Amendment to the Contract on March 4, 2014.

AMOUNT AND SOURCE OF FUNDING:

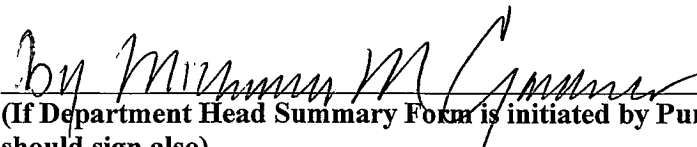
522150 – 321 – 21280 – P2121 – 4340 – P5002350

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

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

Information copy to appropriate Deputy City Manager

CITY CLERK DEPT.

RESOLUTION

2014 DEC -2 AM 10:34

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

That the City Manager be authorized to sign a Second Amendment to the Contract No. 2011-310R for the Operation and Maintenance of City of El Paso's Police Department Municipal Vehicle Storage Facility ("Agreement") by and between the City of El Paso and Rod Robertson Enterprises, Inc. ("Contractor"), to establish the schedule of deposits of Storage Facility Revenues into the City's depository institution and to clarify the calculation method of the contract proceeds related to the live vehicle auction services provided under the Contract.

ADOPTED this _____ day of _____ 2014.

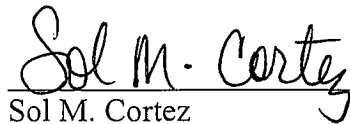
THE CITY OF EL PASO

ATTEST:

Oscar Leaser,
Mayor

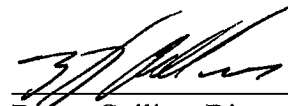
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



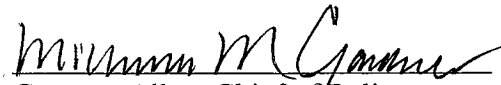
Sol M. Cortez
Assistant City Attorney

APPROVED AS TO CONENT:



Bruce Collins, Director
Purchasing and Strategic Sourcing Dept.

by



Gregory Allen, Chief of Police
Police Department

CITY CLERK DEPT

THE STATE OF TEXAS)
 2014 DEC -2 AM 10:10)
)
 COUNTY OF EL PASO)

SECOND AMENDMENT TO THE CONTRACT
 FOR OPERATION AND MAINTENANCE OF
 CITY OF EL PASO POLICE DEPARTMENT
 MUNICIPAL VEHICLE STORAGE FACILITY

This Second Amendment to the Contract No. 2011-310R for the Operation and Maintenance of City of El Paso's Municipal Vehicle Storage Facility is made this ____ day of _____, 2014 ("Effective Date"), by and between the City of El Paso, a Texas municipal corporation (the "**City**"), and Rod Robertson Enterprises, Inc., a Texas Corporation (the "**Contractor**").

WHEREAS, on November 29, 2011, the City awarded a Contract No. 2011-310R to the Contractor for a Project known as "**OPERATION AND MAINTENANCE OF CITY OF EL PASO POLICE DEPARTMENT MUNICIPAL VEHICLE STORAGE FACILITY**"; and

WHEREAS, on March 4, 2014, the City entered into an Amendment to the Agreement to set Storage Fees pursuant to Section 85.722(d) or the Texas Administrative Code; and

WHEREAS, the City's Request for Proposal, the Contractor's Proposal, and the Best and Final Offer collectively comprise the Agreement; and

WHEREAS, the City and Contractor desire to enter into this Second Amendment to establish the schedule of deposits of Storage Facility Revenues into the City's depository institution and to clarify the calculation method of the contract proceeds related to the vehicle live auction services provided under the Contract;

NOW THEREFORE, in consideration of the mutual promises set forth in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Storage Facility Revenues.** Contractor shall deposit all revenues generated by the management of the City's Municipal Vehicle Storage Facility at the City's depository institution within 24 hours of the closing of the day when the revenues were received by the Contractor.
2. **Auction Method and Proceeds.** The Contractor may auction vehicles by using the City's on-line auctioning process or through the Contractor's live public/simulcast auction services. All proceeds associated with this Contract shall be calculated by Contractor by using the form provided by the City as further described and incorporated in this Agreement in Attachment "A".

All Auction Proceeds due to the City per the form prescribed in Attachment "A" shall be submitted to the City within 30 days of the public auction.

3. **Collection of Outstanding Charges.** The Collection of Outstanding Charges identified in the Best and Final Offer letter dated November 26, 2011 shall be deleted. The Contractor shall not be responsible for the calculation of Outstanding Charges.
4. **Terms and Conditions.** All terms and conditions of the original Agreement except as herein revised, shall remain in full force and effect.

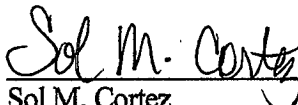
[Signatures to Follow on the Following Page]

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF EL PASO

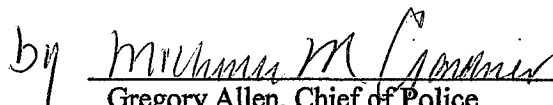
Tomás González
City Manager

APPROVED AS TO FORM:




Sol M. Cortez
Assistant City Attorney

APPROVED AS TO CONTENT:


by 

Gregory Allen, Chief of Police
Police Department



Bruce D. Collins, Director
Purchasing and Strategic Sourcing Dept.

CONTRACTOR

 *Luis Barthel V.P. Operations*

Rod Robertson Enterprises, Inc.
Rod Robertson, President

Attachment “A”

Auction Revenue Calculation Worksheet

LOT (A)	Case Number (B)	VIN (C)	Year (D)	Make (E)	Model (F)	Vehicle Type (G)	Charges (H)	Less Towing (I)	Net Charges (J)	Sold Amount (K)
Example Vehicle Sold with Escrow							1762	60	1702	5700
							1762	60	=H10-I10	5700
Example Vehicle Sold With No Escrow							3343	60	3283	700
							3343	60	=H13-I13	700

Auction Revenue Calculation Worksheet

12% (L)	Gross Subtotal less towing expense (M)	Escrow (N)	37% (O)	Revenue to City not including Fines (P)	RRE's Portion (Q)	Sold Amount (R)
684	4956	3254	629.74	1132.26	1313.74	5700
=K10*12%	=K10-L10-I10	=M10-J10	=J10*37%	=J10-O10+I10	=L10+O10	=P10+Q10+N10
84	556	-2727	205.72	410.28	289.72	700
=K13*12%	=K13-L13-I13	=M13-J13	=M13*37%	=K13-L13-O13	=L13+O13	=P13+Q13