



**City of Sacramento** 5  
**City Council**

915 I Street, Sacramento, CA, 95814  
[www.CityofSacramento.org](http://www.CityofSacramento.org)

**Meeting Date:** 10/25/2011

**Report Type:** Consent

**Title: Supplemental Agreement: Stagehand Services for the Convention Center Complex**

**Report ID:** 2011-00898

**Location:** District 4

**Recommendation:** Adopt a Resolution authorizing the City Manager to execute an addendum to City Agreement (2006-1401) extending the agreement term to allow Sacramento Theatrical Lighting STL to continue providing stagehand services through the end of fiscal year 2012 as needed, not to exceed \$100,000.

**Contact:** Tina McCarty, Administrative Officer, (916) 808-8220, Convention, Culture and Leisure Department

**Presenter:** None

**Department:** Convention Culture & Leisure

**Division:** Convention Center

**Dept ID:** 17001111

**Attachments:**

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- 1-Description Analysis
- 2-Resolution
- 3-Supplemental Agreement

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**City Attorney Review**

Approved as to Form  
Kourtney Burdick  
10/19/2011 3:29:38 PM

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**Approvals/Acknowledgements**

Department Director or Designee: Barbara E. Bonebrake - 10/17/2011 2:40:45 PM



## Description/Analysis

**Issue:** In December 2006, the City entered into a non-professional services agreement with Sacramento Theatrical Lighting, Ltd (STL) (2006-1401) for technical, stagecraft services. The City requires the expertise of technical stagehands to augment City stagehand labor on an as-needed basis for the preparation and production of events at the Convention Center Complex. The current agreement is set to expire on October 31, 2011. The supplemental agreement before the Council will extend the term to June 30, 2012. During the extension period, these services will be formally bid or an alternate method such as a request for proposal (RFP) process will be used to procure a new agreement. The new agreement will be brought before Council for award in the spring of 2012. The supplemental agreement maintains the same maximum-not-to exceed amount for STL's services of \$150,000 annually.

**Policy Considerations:** The recommendations in this report are consistent with: 1) the provisions of City Code Section 3.64; and 2) Resolution No. 2010-346 prohibiting the City from entering into any contract to purchase goods or services from any business or entity headquartered in Arizona.

**Environmental Considerations: California Environmental Quality Act (CEQA):** Under the CEQA guidelines, continuing administrative activities do not constitute a project and are therefore exempt from review.

**Sustainability:** Not Applicable.

**Commission/Committee Action:** None.

**Rationale for Recommendation:** The current agreement with STL (2006-1401) for technical stagecraft services is scheduled to expire on October 31, 2011. Extending the agreement with the proposed supplemental agreement will allow time for a competitive process to be conducted for a new contract. The supplemental agreement maintains the same maximum-not-to exceed amount for STL's services of \$150,000 annually.

Staff will report back to City Council to request approval of the new agreement following the procurement process.

**Financial Considerations:** The fiscal impact of the STL supplemental agreement is a not-to-exceed amount of \$150,000, which is the same as is in the existing contract. Funding for this agreement is supported by the Community Center enterprise funds from within the operating budget. Expenditures for stagecraft services were anticipated at the current contract level (\$150,000) within the Fiscal Year 2011/12 operating budget. Therefore, the supplemental agreement will not increase expenditures within the current operating budget.

**Emerging Small Business Development (ESBD):** STL is not an ESBD certified business.



## **RESOLUTION NO. 2012-**

Adopted by the Sacramento City Council

**October 25, 2011**

### **EXTENSION OF TERM AND FUNDING AUTHORITY TO CITY AGREEMENT 2006-1401 WITH SACRAMENTO THEATRICAL LIGHTING (STL) FOR STAGEHAND SERVICES FOR THE CONVENTION CENTER COMPLEX**

#### **BACKGROUND**

- A. The City requires the expertise of technical stagehands to augment City Stagehand labor on an as-needed basis for the preparation and productions of events at the Convention Center Complex.
- B. On December 12, 2006, City Council awarded a non-professional services contract to Sacramento Theatrical Lighting, Ltd (“STL”) for technical stagecraft services at the Convention Center Complex in an amount not-to-exceed \$150,000 annually (City Agreement 2006-1401) (“Agreement”). The Agreement is scheduled to expire October 31, 2011. Extending the term through the end of Fiscal Year 2011/12 will allow time for a formal bid process to be completed. Sufficient funding remains in the Community Center Fund (Fund 6010) within the FY2011/12 operating budget.

#### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The City Manager or his designee is authorized to execute Supplemental Agreement No. 1 to City Agreement 2006-1401 with STL (attached as Exhibit A) to extend the term of the contract to June 30, 2012, with a not-to-exceed amount of \$150,000.
- Section 2. Exhibit A is a part of this Resolution.



# SUPPLEMENTAL AGREEMENT

**Project Title and Job Number: Technical Stagecraft Services for the Convention Center Complex**  
**Date: 10/25/2011**  
**Purchase Order #: 0000015697** **Supplemental Agreement No.: 2006-1401-1**

The City of Sacramento ("City") and Sacramento Theatrical Lighting, Ltd "STL" ("Contractor"), as parties to that certain Non-Professional Services Agreement designated as Agreement Number 2006-1401, including any and all prior supplemental agreements modifying said agreement (said agreement and supplemental agreements are hereafter collectively referred to as the "Agreement"), hereby supplement and modify the Agreement as follows:

1. The Scope of Services specified in Exhibit A of the Agreement is amended as follows:

Extend the term of the agreement through June 30, 2012.

2. In consideration of the additional and/or revised services described in section 1, above, the maximum not-to-exceed amount that is specified in Exhibit B of the Agreement for payment of Contractor's fees and expenses is **increased** by \$0.00, and said maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	\$150,000 annually
Net change by previous supplemental agreements:	0
Not-to-exceed amount prior to this supplemental agreement:	\$150,000 annually
<b>Increase/decrease</b> by this supplemental agreement:	\$0.00
New not-to exceed amount including all supplemental agreements:	\$150,000 annually

- 3. Contractor agrees that the amount specified in section 2, above, shall constitute full compensation for the additional and/or revised services specified in section 1, above, and shall fully compensate Contractor for any and all direct and indirect costs that may be incurred by Contractor in connection with such additional and/or revised services, including costs associated with any changes and/or delays in work schedules or in the performance of other services or work by Contractor.
- 4. Contractor warrants and represents that the person or persons executing this supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement and bind Contractor to the terms hereof.
- 5. Except as specifically revised herein, all terms and conditions of the Agreement shall remain in full force and effect, and Contractor shall perform all of the services, duties, obligations, and conditions required under the Agreement, as supplemented and modified by this supplemental agreement.

**Approval Recommended By:**

**Approved As To Form By:**

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Project Manager  
**Approved By:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Contractor  
**Approved By:**

**Attested To By:**

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City of Sacramento

\_\_\_\_\_  
City Clerk