

**Meeting Date:** 10/27/2015

**Report Type:** Consent

**Report ID:** 2015-00902

**Title:** Extension of Agreement with Sacramento Theatrical Lighting for Technical Stagecraft Services

**Location:** 1400 J Street, District 4

**Recommendation:** Pass a Motion 1) authorizing the City Manager, or his designee, to execute a contract supplement (Exhibit A) to the existing non-professional services agreement with Sacramento Theatrical Lighting, LTD (“STL”), extending the agreement through June 30, 2017, with a not-to-exceed amount of \$250,000 per fiscal year, subject to funding availability in the budget approved for applicable fiscal year; and 2) ratifying purchases made to STL in the amount of approximately \$35,000 since the agreement expired on June 30, 2015.

**Contact:** Russ Haynes, Administrative Officer, (916) 808-7360; Jody Ulich, Director, (916) 808-8225, Convention & Cultural Services

**Presenter:** None

**Department:** Convention & Cultural Services

**Division:** Conv Ctr Operational Admn

**Dept ID:** 17001151

**Attachments:**

1-Description/Analysis

2-Supplemental Agreement with STL

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### **City Attorney Review**

Approved as to Form

Maila Hansen

10/15/2015 10:34:52 AM

### **Approvals/Acknowledgements**

Department Director or Designee: Russ Haynes - 10/8/2015 8:20:50 AM

## Description/Analysis

**Issue Detail:** The City has a need for continued access to technical stagecraft services, on an as-needed basis, for the preparation and production of events at the Convention Center Complex.

**Policy Considerations:** Pursuant to City Code section 3.56.290(B), City Council approval is required for contract supplements increasing the contract amount by more than \$100,000.

**Economic Impacts:** This agreement results in a yearly average of between 4,000 to 5,000 hours of employment for members of the International Alliance of Theatrical Stage Employees (IATSE), Local 50.

**Environmental Considerations:** Under the California Environmental Quality Act (CEQA), continuing administrative activities such as this do not constitute a “project” under CEQA. [CEQA Guidelines section 15378(b)(2).]

**Sustainability:** None.

**Commission/Committee Action:** Not applicable.

**Rationale for Recommendation:** On June 26, 2012, 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 \$250,000 annually (Agreement C2012-0522). The agreement was for an initial three-year term with two one-year extension options. However, neither the original Council motion nor the Agreement specifically authorized the City Manager (or his designee) to approve said extensions. Because the agreement would be extended for \$250,000 annually, City Code requires Council approval. Staff recommends authorizing the City Manager to amend the Agreement to allow one two-year extension, and extend the agreement through June 30, 2017, to ensure continued technical stagecraft services for events at the Convention Center Complex.

The City will benefit from STL’s stagehand services allowing for uninterrupted service to clients at competitive rates. Additionally, STL has a proven history of providing qualified, technical stagehand service through the use of IATSE and has been involved with the Convention Center Complex and its clients for over 30 years.

**Financial Considerations:** The Convention Center Complex operates as a part of the City's Convention and Cultural Services Department and is funded through the Community Center Enterprise Fund (Fund 6010). These expenses are included in the Convention and Cultural Service's fiscal year (FY) 2015/16 operating budget and subsequent year (FY2016/17) projection. Also, the individual event producers pay the City for the provision of technical stagecraft services. Approximately 30% of STL's expenses are charged back to the client and therefore are passed-through expenses; thereby being off-set with revenue when the client's payment is received.

**Local Business Enterprise (LBE):** STL is an LBE.

# CONTRACT SUPPLEMENT (Nonprofessional Services)

**Project Title and Job Number:** Stagehand services for the Sacramento Convention Center Complex

**Date:** 9/28/15

**Purchase Order #:**

**Contract Supplement No.:**

1

The City of Sacramento ("City") and Sacramento Theatrical Lighting, Ltd. ("Contractor"), as parties to that certain Nonprofessional Services Agreement designated as Agreement Number C2012-0522, including any prior contract supplements modifying the agreement (the agreement and contract supplements 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:

The Time of Performance is extended through June 30, 2017, and Section 3 (Time of Performance) is amended to state that the CITY and CONTRACTOR may, by mutual agreement, extend the Agreement for one additional two-year term.

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 \$500,000, and the Agreement's maximum not-to-exceed amount is amended as follows:

Agreement's original not-to-exceed amount:	\$750,000
Net change by previous contract supplements:	0
Not-to-exceed amount prior to this contract supplement:	\$750,000
Increase by this contract supplement:	\$500,000
New not-to exceed amount including all contract supplements:	\$1,250,000

3. Contractor agrees that the amount of increase or decrease in the not-to-exceed 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 contract supplement on behalf of Contractor has or have been duly authorized by Contractor to sign this contract supplement 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 contract supplement.

**Approval Recommended By:**

**Approved As To Form By:**

  
\_\_\_\_\_  
Project Manager

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

**Approved By:**

  
\_\_\_\_\_  
Contractor

**Attested To By:**

**Approved By:**

\_\_\_\_\_  
City of Sacramento

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