

AN ORDINANCE 2013 - 11 - 21 - 0805

**AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BQR ADVERTISING AND PUBLIC RELATIONS, INC. IN AN AMOUNT NOT TO EXCEED \$963,000.00 FOR ADDITIONAL MARKETING AND PROMOTIONAL SERVICES FOR THE SAN ANTONIO AIRPORT SYSTEM.**

\* \* \* \* \*

**WHEREAS**, in June 2011, the City executed a Professional Services Agreement with BQR Advertising and Public Relations, Inc. for marketing and promotional services for the airport system, air service development incentive program and concession marketing programs; and

**WHEREAS**, the Agreement was extended for an additional year through September 30, 2014 and this Amendment will increase the contract amount to include amounts previously approved for the air service incentive program, the concessions marketing program, and general marketing through the budget process for 2014; **NOW THEREFORE**,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Manager or her designee is authorized to execute an amendment to the Professional Services Agreement with BQR Advertising and Public Relations, Inc. in an amount not to exceed \$963,000.00 for additional marketing and promotional services, a copy of which is set out in **Exhibit 1**.

**SECTION 2.** Funding for this Ordinance is available as part of the Fiscal Year 2014 budget per the table below.

Amount	General Ledger	Cost Center	Fund
\$700,000.00	5203040	3305010002	51001000
\$263,000.00	5201040	3305020004	51001000
Total Amt \$963,000.00			

**SECTION 3.** Payment not to exceed the budgeted amount is authorized to BQR Advertising and Public Relations, Inc. and should be encumbered with a purchase order.

**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

KRH  
11/21/13  
Item No. 27

**SECTION 5.** This Ordinance shall be effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

**PASSED and APPROVED** this 21<sup>st</sup> day of November, 2013.



M A Y O R  
Julián Castro

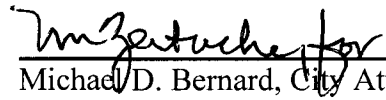
**ATTEST:**



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Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**



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Michael D. Bernard, City Attorney

<b>Agenda Item:</b>	27 ( in consent vote: 5, 6, 7, 8, 10A, 10B, 11, 12, 13, 14, 15, 16B, 19, 20, 21, 22, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 38, 40, 41, 42, 43, 44, 45, 46 )
<b>Date:</b>	11/21/2013
<b>Time:</b>	12:17:52 PM
<b>Vote Type:</b>	Motion to Approve
<b>Description:</b>	An Ordinance authorizing an amendment to a professional services contract with BQR Advertising and Public Relations, Inc. to increase the contract value \$963,000.00 as approved in the Fiscal Year 2014 Budget. [Ed Belmares, Assistant City Manager; Frank Miller, Director, Aviation]
<b>Result:</b>	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x			x	
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				x
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Carlton Soules	District 10		x				

# **EXHIBIT 1**

**AMENDMENT  
TO CONTRACT  
FOR ADVERTISING, MARKETING AND PUBLIC RELATIONS**

This Amendment No. 2 to the Contract for Advertising, Marketing, and Public Relations is entered into by and between the City of San Antonio, a Texas home-rule municipality (hereinafter "City"), and BQR Advertising and Public Relations, Inc. (hereinafter "Agency"), pursuant to Ordinance No. \_\_\_\_\_.

**WITNESSETH:**

**WHEREAS**, on June 9, 2011 a Contract for Advertising, Marketing, and Public Relations was entered into by the City and Agency as authorized by Ordinance No. 2011-06-09-0486, enacted on June 9, 2011 (such contract and all amendments are herein called the "Contract"); and

**WHEREAS**, the Contract had a twenty-seven (27) months term with an option to extend the agreement for one additional year, which option the City has exercised extending the term through September 30, 2014; and

**WHEREAS**, City and Agency desire to add \$963,000.00 in additional funds to the Contract for services to be performed during the extended term of the agreement; and

**NOW THEREFORE**, in consideration of the terms, covenants, agreements and demises herein contained, and in consideration of other good and valuable consideration, each to the other given, the sufficiency and receipt of which are hereby acknowledged, the Contract is amended as follows:

1. Nine hundred sixty-three thousand dollars (\$963,000.00) in additional funding is hereby added to the Contract value.
2. Section 3.7 is hereby deleted in its entirety and replaced with the following:

"3.7 Any and all work performed pursuant to this Contract shall be pursuant to a Task Order developed in accordance with the process outlined below and signed by both parties:

- a. When City desires Agency services, City shall notify Consultant by issuing a request for proposal. Each request for proposal shall include, at a minimum: the name of

project, a proposed budget for the project, any deadlines for performance, and a deadline for providing City with a proposal based on the above.

- b. Agency shall prepare and submit to City, within the timeline stated in request for proposal, a proposal for the requested services which will include, at minimum: a listing of the specific services to be provided and an estimate of cost. By submitting a proposal,
- c. Agency and City shall negotiate the proposal. Once Agency and City reach mutual agreement as to scope, scheduling and cost, City shall issue a Task Order to be executed by both parties evidencing the agreed to scope, schedule and costs.
- d. The Director or his/her designee has the authority to execute a Task on behalf of City.
- e. Agency shall not proceed with services until a Task Order has been executed and Agency receives a written notice to proceed by City. Any services provided or expenses incurred, prior to receiving a written notice to proceed from City, on a particular Task Order will be at Consultant's sole risk and expense and may not be reimbursable by City.
- f. Actual amounts billed shall not exceed the total amount set out in the executed Task Order.
- g. Each Task Order shall be incorporated herein for all purposes. Each Task Order shall be numbered sequentially, starting with number one (1).
- h. Agency shall not invoice for any work associated with the development of Proposal and the associated Task Order negotiation.
- i. In the event that a Task Order is executed by both parties prior to the expiration of the Contract and performance of the services extends past the expiration date of Contract, City has the option to terminate the Task Order or allow continued performance past the expiration date. If the City delivers to Agency a notice to stop work, Agency shall stop any work immediately upon receiving notice to stop work and shall invoice City for all services performed up to the date of said notice to stop work. If the City does not

terminate a Task Order which performance would extend past the expiration date of the Contract, Agency shall perform all services set out in the applicable Task Order and all terms of this Contract shall continue to apply to such services until all services have been completed and accepted by City. ”

Except as amended hereby, all other provisions of the Contract, as amended, are hereby retained in their entirety and remain unchanged.

**EXECUTED and AGREED** this \_\_\_\_ day of \_\_\_\_\_, 2013.

**CITY OF SAN ANTONIO**

**BQR ADVERTISING & PUBLIC  
RELATIONS, INC.**

By: \_\_\_\_\_  
Sheryl L. Sculley  
City Manager

By: \_\_\_\_\_  
Vicki Roy  
President

APPROVED AS TO FORM:

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