

AN ORDINANCE 2015-08-13-0695

AUTHORIZING AN AMENDMENT TO THE REVISED AND RESTATED LICENSE AGREEMENT WITH UTSA TO HOST ITS FOOTBALL GAMES IN THE ALAMODOME.

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WHEREAS, Ordinance 2010-10-21-0901, approved on October 21, 2010, authorized a License Agreement with UTSA (“Original Agreement”) to host its football games in the Alamodome for an initial term of five years, with two one-year renewal options, and Ordinance 2012-09-06-0676, approved on September 6, 2012, authorized a Revised and Restated Alamodome License Agreement (“Agreement”) extending the term from December 2017 to December 2035 and amending certain terms and conditions of the Original Agreement to accommodate the longer term; and

WHEREAS, an amendment to the Agreement (“First Amendment”) is necessary because it does not provide for the collection of the new service charge fee that is assessed on all tickets sold; and

WHEREAS, under the terms of the First Amendment, which applies to tickets sold for the 2015-2019 football seasons, the service charge will not be assessed for tickets sold but not redeemed or for tickets sold for \$10 or less and incentive rebates for net tickets sold over 120,000 will apply; **NOW THEREFORE**:

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

SECTION 1. The terms and conditions of the First Amendment to the Revised and Restated License Agreement with UTSA are authorized and approved. The City Manager, or her designee, is authorized to execute the First Amendment, a copy of which, in substantially final form, is attached to this Ordinance as **Exhibit I**.

SECTION 2. Funds generated by this Ordinance annually will be deposited as per the table below:

Amount	General Ledger	Internal Order	Fund
\$ 292,500.00	4407222	245000000030	29016000
\$ 1,263,000.00	4407223	245000000030	29016000
\$ 986,500.00	4407900	245000000030	29016000
Total Amt \$2,542,000.00			

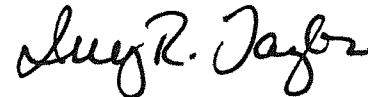
SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP

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Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

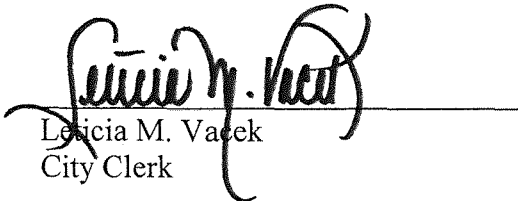
SECTION 4. This Ordinance shall take effect immediately upon the receipt of eight affirmative votes; otherwise it shall be effective ten days after its passage.

PASSED AND APPROVED this 13th day of August, 2015.



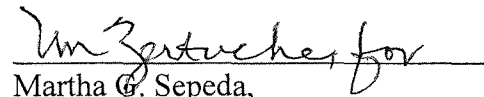
M A Y O R
Ivy R. Taylor

ATTEST:



Leticia M. Vacek
City Clerk

APPROVED AS TO FORM:



Martha G. Sepeda,
Acting City Attorney

Agenda Item:	16 (in consent vote: 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21)
Date:	08/13/2015
Time:	01:41:04 PM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing an amendment to the Revised and Restated License Agreement with UTSA to host its football games in the Alamodome. [Carlos Contreras, Assistant City Manager; Michael J. Sawaya, Director, Convention & Sports Facilities]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x			x	
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

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Exhibit I

**FIRST AMENDMENT TO REVISED AND RESTATED
ALAMODOME LICENSE AGREEMENT FOR
UTSA INTERCOLLEGIATE FOOTBALL GAMES**

This First Amendment to the Revised and Restated Alamodome License Agreement for UTSA Intercollegiate Football Games (“First Amendment”) is entered into effective July 14 2015 (“Effective Date”) by and between the City of San Antonio, a Texas Municipal corporation (“City”), acting by and through its City Manager pursuant to and duly authorized by Ordinance No. 2015-__-__-____, passed and approved on _____, 2015, and the Board of Regents of The University of Texas System for the use and benefit of The University of Texas at San Antonio (“Licensee”) acting by and through its duly authorized designated officer.

A. City and Licensee entered into the Revised and Restated Alamodome License Agreement for UTSA Intercollegiate Football Games (“Agreement”) pursuant to City of San Antonio Ordinance No. 2012-09-06-0676, dated September 6, 2012.

B. On September 18, 2014, City adopted Council Ordinance No. 2014-09-18-0694 (“Ticket Fee Ordinance”) that includes a certain ticket service charge fee to be added to all tickets sold for entrance into Alamodome events.

C. The ticket service charge fee included in the Ticket Fee Ordinance was adopted for the purpose of funding significant upgrades and renovations to the Alamodome.

Therefore, in consideration of the recitals and for other good and valuable consideration, the receipt and legal sufficiency of which are acknowledged by the parties, City and Licensee agree to amend specific provisions of the Agreement as set out in this First Amendment.

1. Section 1.21 is deleted in its entirety and replaced with the following:

“Renewal and Improvement Fee means a fee payable to City equal to the number of Event tickets sold for each Event (not including complimentary tickets and Student Tickets) multiplied by one dollar and fifty cents (\$1.50) or the then-current fee, in accordance with authority granted by City Council Ordinance No. 2014-09-18-0694, adopted on September 18, 2014, for so long as such Ordinance, and any amendments thereto, remain in effect.”

2. A new Section 1.31 is added to the Agreement, to read as follows:

“Ticket Service Charge Fee (“TSCF”) means a fee which shall be added to the price of each event ticket in addition to any taxes or service charges assessed by Licensee or City’s ticket distributor, in accordance with authority granted by the Ticket Fee Ordinance and any amendments thereto as well as this First Amendment for Contract Years 2015 through 2019.”

3. A new Section 4.1(g) is added to the Agreement, to read as follows:

“Ticket Service Charge Fee. Beginning on the Effective Date, and continuing through December 14, 2019, Licensee shall collect, on behalf of City, a ticket service charge fee

("TSCF") for each Event ticket equal to the TSCF amount set by City Council Ordinance No. 2014-09-18-0694 and any amendments thereto. Licensee shall be fully responsible for the assessment and collection of the TSCF for all tickets sold through the Licensee's ticket box office system. Conversely, City shall be responsible for assessment and collection of the TSCF for ticket sold at the Alamodome Box Office System. Notwithstanding the foregoing, Licensee is not required to assess or remit the TSCF on any tickets sold for an amount of \$10.00 or less through Licensee's ticket box office system nor for any Unredeemed Tickets, provided that the cumulative value of the TSCF, which is not required to be assessed or remitted per this Section, will be capped at a total of \$500,000.00 for Contract Years 2015 through 2019. "Unredeemed Tickets" means tickets purchased through Licensee's ticket box office system that were not used to attend the corresponding Event."

4. A new Section 4.1(h) is added to the Agreement, to read as follows:

"Additional Incentive Rebates Beginning on the Effective Date, and for all Events through December 14, 2019, Licensee shall receive from City additional incentive rebates based on the total amount of "Net Tickets" sold for Events ("Incentive Rebates") as more particularly represented in the table below. Net Tickets is defined as the balance of the total number of tickets sold, less any tickets valued at \$10.00 or less and any Unredeemed Tickets. City and Licensee will coordinate to formulate an accurate accounting of the total Net Tickets sold. City will pay Licensee the Incentive Rebates 45 days from the completion of the last UTSA Intercollegiate Football Game held at the Alamodome in each Contract Year."

Incentive Rebates Sample Tables

Contract Years 2015-16		Contract Years 2017-19	
TSCF Rate - \$4.00		TSCF Rate - \$6.00	
Total Net Tickets Sold	Rebate %	Total Net Tickets Sold	Rebate %
120,001 - 160,000	5%	120,001 - 160,000	5%
160,001 - 200,000	8%	160,001 - 200,000	8%
200,001 +	10%	200,001 +	10%

5. It is the agreement of the Parties that the obligation of Licensee to collect the TSCF and the City's obligation to pay the Incentive Discount shall only apply to tickets sold by Licensee for UTSA intercollegiate Football Games held in the Alamodome under the Agreement.

6. Section 4.2 of the Agreement is deleted in its entirety and replaced with the following:

"Time of Payments. Licensee shall pay to City (i) the Building License Payment stipulated in Section 4.1(a), (ii) the expenses incurred by City in providing any

Optional and Additional services stipulated in Sections 4.1(c) and 8.2, (iii) the Facility Access Fee stipulated in Section 4.1(e), (iv) the Renewal and Improvement Fee stipulated in Section 4.1(f), and (v) the TSCF stipulated in Section 4.1(g) within 30 days after the completion of each Event covered under this Agreement, subject to Licensee's receipt of any supporting documentation reasonably requested by Licensee pertaining to said expenses and fees."

7. A new Section 4.3 is added to the Agreement, to read as follows:

"City shall be entitled to all funds resulting from the Renewal and Improvement Fee, the Facility Access Fee and the TSCF and any such ticket fees that Licensee is required by the Agreement to collect on behalf of and remit to City."

Except as otherwise expressly modified hereby, all terms and provisions of the Agreement are ratified and confirmed and shall remain in full force and effect, enforceable in accordance with their terms. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment will not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

IN WITNESS WHEREOF, on this _____ day of _____, 2015 Licensee and City have executed and delivered this Amendment to be effective as of the Effective Date set forth above.

CITY OF SAN ANTONIO

BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
for the use and benefit of THE UNIVERSITY OF TEXAS AT SAN ANTONIO

Sheryl Sculley
City Manager

Kathryn Funk-Baxter
Vice President for Business Affairs

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney