

**CITY OF SAN ANTONIO
OFFICE OF CULTURAL AFFAIRS
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

FROM: Felix Padrón, Director

SUBJECT: Jerry Allen & Associates contract amendment for professional services for The Cultural Collaborative: A Plan for San Antonio's Creative Economy

DATE: 10 March 2005

SUMMARY AND RECOMMENDATIONS

This ordinance approves the terms and conditions and authorizes the City Manager or his designee to execute any and all documents and agreements in connection with amending Jerry Allen & Associates' contract to provide additional services for The Cultural Collaborative: A Plan for San Antonio's Creative Economy (TCC) for an amount not to exceed \$17,500. This amount reflects all expenses and fees, including travel expenses.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

On February 5, 2004, City Council authorized ordinance No. 98794 to allow the City to enter into a professional services contract with Jerry Allen & Associates for the amount of \$150,000 for professional cultural planning services for TCC. The scope of services detailed in that contract has been fulfilled. Due to the need for additional services to complete the TCC planning process, a contract amendment is required. Additional site visits to San Antonio are necessary to:

- Conduct four community presentations and meetings
- Provide research input and consultation for the Economic Impact Study of San Antonio's Creative Industry
- Provide input on developing the TCC marketing and public relations tool

Attached is the contract amendment.

POLICY ANALYSIS

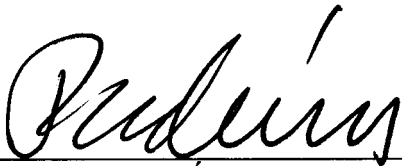
The activities described in the scope of work of the contract amendment are consistent with Council's direction to complete a cultural plan for the City of San Antonio with the overall goal of developing the local creative industry and enhancing arts and cultural activities as an economic generator for the City.

FISCAL IMPACT

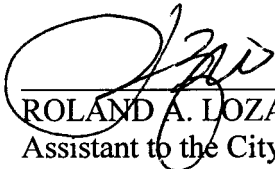
The \$17,500 required for this amendment will be supported with OCA's fees for professional services. Approval of this contract amendment will not impact the City's General Fund.

COORDINATION

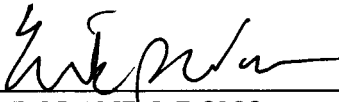
This ordinance has been coordinated with the City Attorney's Office.



FELIX N. PADRÓN
Director, Office of Cultural Affairs



ROLAND A. LOZANO
Assistant to the City Manager



J. ROLANDO BONO
Interim City Manager

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT FOR
THE CULTURAL COLLABRATIVE: A COMMUNITY PLAN FOR
SAN ANTONIO'S CREATIVE ECONOMY**

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, this First Amendment to the Project Management Services Agreement ("First Amendment") is entered into by the City of San Antonio, a Texas Municipal corporation ("City"), acting by and through its Interim City Manager pursuant to and duly authorized by Ordinance No. _____, passed and approved on _____, 2005, and Jerry Allen and Associates ("Consultant") acting by and through its duly authorized designated officer.

A. City and Consultant into the Professional Services Agreement for the Cultural Collaborative: A Community Plan for San Antonio's Creative Economy (the "Agreement") pursuant to City of San Antonio Ordinance No. 98794, dated February 5, 2004.

B. City and Consultant agree to amend specific provisions of the Agreement as set out in this First Amendment.

1. **Section 3.2**, ("SCOPE OF SERVICES") is amended by deleting Subsection 3.2(p) and inserting the following:

- (p) Conduct four additional community presentations and meetings;
- (q) Provide research input and consultation for the Economic Impact Study for San Antonio's Creative Industry;
- (r) Provide input on developing the TCC marketing and public relations tool; and
- (s) Conduct fourteen (14) site visits in order to complete the above-listed tasks, in addition to the site visit already undertaken by Consultant in January 2004.

2. **Section 4.1** ("Compensation to Consultant") is amended by deleting the entire Section 4.1 and inserting the following:

In consideration of Consultant's performance in a satisfactory and efficient manner, as determined solely by Director, of all services and activities set forth in this Agreement, City agrees to pay Consultant an amount not to exceed one hundred sixty seven thousand five hundred dollars (\$167,500.00) as total compensation, to be paid to Consultant upon the receipt by City of invoices. All fees are as set forth in detail in the budget attached hereto as part of Attachment I. This amount reflects all expenses and fees, including travel expenses and printing and copying of final document. Consultant shall invoice City for \$15,000.00 upon

execution of this contract. Thereafter, consultant shall submit invoices for \$15,000.00 to City after each of the first nine (9) site visits to San Antonio required by Subsection 3.2(s) above. Upon final execution of the First Amendment to the Professional Services Agreement for The Cultural Collaborative: A Community Plan for San Antonio's Creative Economy, Consultant shall invoice City for \$8,750.00. After the final site visit required by Subsection 3.2(s), Consultant shall invoice City for \$8,750.00. City shall pay Consultant, subject to Section 4.3 below, the amounts due under this Agreement within thirty (30) days of the receipt of said invoices.


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.

EXECUTED AND SIGNED this _____ day of _____, 2005.

CITY OF SAN ANTONIO

JERRY ALLEN AND ASSOCIATES

J. Rolando Bono
Interim City Manager


Name: Gerald E. Allen
Title: Principal

ATTEST:

ATTEST:

City Clerk

Name: _____
Title: _____

APPROVED AS TO FORM:

City Attorney