

**CITY OF SAN ANTONIO
ALAMODOME DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

FROM: Michael Abington, Alamodome Director

SUBJECT: Third Amendment to Licensed User Agreement with Ticketmaster L.L.C.

DATE: September 22, 2005

SUMMARY AND RECOMMENDATIONS

An Ordinance authorizing the City Manager or his designee to execute the Third Amendment to the Licensed User Agreement with Ticketmaster, L.L.C. providing for a license to utilize the Ticketmaster AccessManager System, including related software and hardware, installation, training and maintenance in the amount of \$93,067.78; authorizing the expenditure of \$22,564.40 for additional telecommunications infrastructure inside the Alamodome; and providing for payment.

Staff recommends approval of this ordinance.

BACKGROUND INFORMATION

Since June 1995 Ticketmaster has been the exclusive ticketing service utilized by the Alamodome, Municipal Auditorium and Lila Cockrell Theater. The current agreement with Ticketmaster, amended and extended twice in 1998 and 2003, expires on December 31, 2005. Staff will submit a fourth amendment and extension of the Ticketmaster agreement for City Council consideration prior to the December 31 expiration.

With an increasing number of events utilizing Ticketmaster ticketing and with the recent agreement with the NFL's New Orleans Saints professional football team to play three regular season games in the Alamodome on October 2, October 16 and December 24, it has become critical to invest in Ticketmaster's proprietary AccessManager ticket barcode scanning system to authenticate and validate Ticketmaster tickets and increase the efficiency and speed of patron admission to the facility.

The AccessManager is a system whereby part-time Alamodome ticket taker staff is assigned hand-held scanners to scan the barcode located on each Ticketmaster ticket. The scanners are linked wirelessly to the Ticketmaster ticketing system in order to instantaneously determine the legitimacy and validity of each patron ticket. Currently, Alamodome ticket takers manually remove a stub from each ticket. This manual system allows for invalid, duplicate and possibly counterfeit tickets to be used for admission to an event. In addition, this manual method slows

the ingress of patrons into the facility, as ticket takers must visually verify the event and date on each ticket. Finally, this manual method also requires additional part-time staff to count ticket stubs in order to determine the attendance for each event.

The AccessManager system will also facilitate event reporting and provide opportunities for various enhanced services to the patron admissions process via barcodes or other media printed on tickets.

POLICY ANALYSIS

Due to the recent agreement between the City and the New Orleans Saints and the short timeframe until their first football game in the Alamodome on October 2, it is necessary to request that the effective date of this ordinance be accelerated from the normal ten (10) days to today's date in order to allow sufficient time for Ticketmaster to order and install the required components for this system, and Alamodome telecommunications staff and contractors to make the necessary improvements to accommodate this system.

The Ticketmaster AccessManager system is a proprietary system, which integrates seamlessly with Ticketmaster's ticketing system. Although similar barcode systems are available, none of those systems can be used with the Ticketmaster ticketing system, thereby rendering them unviable for the purposes of authenticating and validating Ticketmaster tickets.

FISCAL IMPACT

The total cost of the Ticketmaster AccessManager system is \$93,067.78. A breakdown of the cost components is as follows:

Qty.	Item	Unit Cost	Total Cost
80	AccessManager Scanners	\$1,058.00	\$84,640.00
10	Access Point Units	499.43	4,994.30
1	AccessManager Server	1,840.48	1,840.48
1	Add'l. Misc. Equipment	1,593.00	1,593.00
TOTAL			\$93,067.78

Ticketmaster has agreed to waive all AccessManager system installation costs, training costs, annual software licensing fees, and annual maintenance fees for the life of the City agreement with Ticketmaster.

In addition, this system will require the installation of \$22,564.40 in additional telecommunications infrastructure and transmitter/communication fiber optic lines inside the Alamodome. Alamodome telecommunications staff in conjunction with outside contractors will administer the telecommunications installation. The AccessManager system and the related telecommunications cost totals \$115,632.18.

Funds in the amount of \$115,632.18 are available through the 2004 NCAA State Sales Tax Refund.

There is no General Fund impact.

COORDINATION

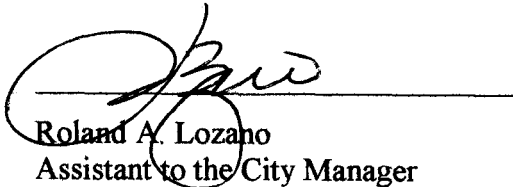
This item has been coordinated with the City Attorney's Office, Contract Services Department, Convention Facilities Department, Purchasing & General Services Department, Information Technology Services Department, and the Office of Management and Budget.

SUPPLEMENTARY COMMENTS

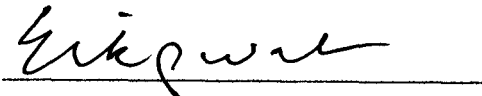
A completed Discretionary Contracts Disclosure form is attached.



Michael Abington
Alamodome Director



Roland A. Lozano
Assistant to the City Manager



4 J. Rolando Bono
City Manager

City of San Antonio
Discretionary Contracts Disclosure

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.*

(1) Identify any individual or business entity¹ that is a **party** to the discretionary contract:

Ticketmaster L.L.C.

(2) Identify any individual or business entity which is a **partner, parent** or **subsidiary** business entity, of any individual or business entity identified above in Box (1):

☒ **No partner, parent or subsidiary; or**

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

Ticketmaster is the parent and there are various subsidiaries

(3) Identify any individual or business entity that would be a **subcontractor** on the discretionary contract.

☒ **No subcontractor(s); or**

List subcontractors:

(4) Identify any **lobbyist** or **public relations firm** employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

☒ **No lobbyist or public relations firm employed; or**

List lobbyists or public relations firms:

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made to any *current or former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):



No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

(6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.



Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed, whichever occurs first.

Signature:

Title:

General Manager
Ticketmaster San Antonio

Date:

September 15, 2005

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.