



City Council Report

915 I Street, 1st Floor

Sacramento, CA 95814

www.cityofsacramento.org

File ID: 2019-00243

February 26, 2019

Consent Item 07

Title: Supplemental Agreement for Additional Services from The Superlative Group for the Sacramento Convention Center Complex

Location: 1301 L Street and 1400 J Street, District 4

Recommendation: Pass a Motion authorizing the City Manager or City Manager's designee to execute Supplemental Agreement No. 1 to City Agreement No. 2017-0780 with The Superlative Group for a 12-month continuation of services through December 31, 2019 for an amount not to exceed \$141,500, bringing the total not-to-exceed amount to \$396,500.

Contact: Sabrina Tefft, Projects Manager, (916) 808-3789, Office of Innovation and Economic Development; Fran Halbakken, Project Executive, (916)808-7194, Office of the City Manager

Presenter: None

Attachments:

1-Description/Analysis

2-Supplemental Agreement

Description/Analysis

Issue Detail: On June 20, 2017, City Council approved City Agreement No. 2017-0780 with The Superlative Group to provide asset assessment, valuation, sales and marketing of naming rights and sponsorship opportunities for the Sacramento Community Center Theater and the Sacramento Convention Center. The agreement term was based on a completion date of approximately twelve to eighteen months. Staff is recommending an extension of their services, so that they may continue their efforts to sell and market the naming rights and sponsorship opportunities through December 31, 2019, which will increase their total not-to-exceed amount to \$396,500.

The Sacramento Community Theater will be undergoing a substantial renovation, while the Sacramento Convention Center is going through a renovation and expansion. Naming rights and sponsorship programs will bring in private funds that will benefit the renovation efforts for both projects.

Policy Considerations: The naming rights and sponsorship funding will be used for renovation, expansion and improvements to the Sacramento Convention Center Complex, which supports the following goal and policy of the City's General Plan:

- 4.1.3 The City shall enhance the quality of existing City-owned arts and cultural resources and facilities through reinvestment, communications and marketing.

Economic Impacts: Not applicable.

Environmental Considerations: The specific actions requested under this staff report are exempt from CEQA pursuant to CEQA Guidelines section 15061 (b)(3).

Sustainability: Not applicable.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: With the improvements being made to the Sacramento Community Center Theater and the Sacramento Convention Center, retaining a sponsorship sales team will enable the City to generate revenue through sponsorship opportunities.

Financial Considerations: The original amount of the agreement was \$255,000. The supplemental agreement will increase the total agreement by \$141,500, bringing the total not-to-exceed amount to \$396,500. With the transfer of the bond proceeds to the Convention

Center Complex Renovation Program (M17100100), there will be sufficient funding to execute the supplemental agreement in the amount of \$141,500.

Local Business Enterprise (LBE): Not applicable.

SUPPLEMENTAL AGREEMENT

Project Title and Job Number: Community Center Theater Renovation
Purchase Order #: 40055

Date: 1/1/2019
Supplemental Agreement No.: 1

The City of Sacramento ("City") and The Superlative Group ("Contractor"), as parties to that certain Professional Services Agreement designated as Agreement Number 2017-0780, including any and all prior supplemental agreements modifying the agreement (the agreement and supplemental agreements 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 term of this agreement shall be extended twelve (12) months through December 31, 2019. The scope will continue the Phase II, Sales Campaign deliverables as set forth in Attachment 1 to Exhibit A in agreement 2017-0780. The fee for the Phase II, Sales Campaign, shall remain the same as set forth in Attachment 1 to Exhibit B.

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 \$141,500, and the Agreement's maximum not-to-exceed amount is amended as follows:

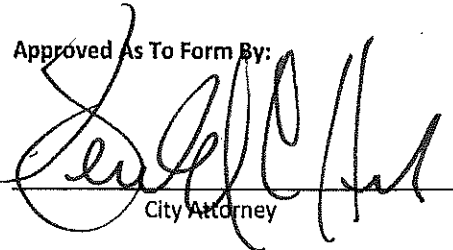
Agreement's original not-to-exceed amount:	<u>\$255,000</u>
Net change by previous supplemental agreements:	<u>\$0</u>
Not-to-exceed amount prior to this supplemental agreement:	<u>\$255,000</u>
Increase/Decrease by this supplemental agreement:	<u>\$141,500</u>
New not-to exceed amount including all supplemental agreements:	<u>\$396,500</u>

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 supplemental agreement on behalf of Contractor has or have been duly authorized by Contractor to sign this supplemental agreement 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 supplemental agreement.

Approval Recommended By:

Approved As To Form By:

Project Manager


City Attorney

Approved By:



Contractor
Approved By:

Attested To By:

City of Sacramento

City Clerk