



**City Council
Agenda Memo**

City Council Meeting Date: 9/22/2015

TO: Robert Hanna, City Manager

FROM: Kent Sharp, CEO of the DCOA

SUBJECT: Annual Contract Renewal with DCOA for Airport Business Development Management Program

GENERAL INFORMATION

The Development Corporation of Abilene, Inc. (DCOA) approved a budget for FY16 that includes a contract renewal with the City of Abilene for Airport Business Development Management Program.

SPECIAL CONSIDERATIONS

This contract is being renewed for one year beginning 10-1-15. The agency will be reimbursed for actual expenses. The FY16 contract is in the amount of \$182,721 for salary support for the Business Development Manager, consulting services to expand current air service, and marketing support for the airport through various medium. The current FY15 contract amount is \$198,450, so the FY16 request represents a reduction of 8% from FY15.

FUNDING/FISCAL IMPACT

Maximum amount to be paid by the DCOA under FY16 contract with City for Airport Business Dev. Mgmt (Acct Unit 1006006060) \$182,721

STAFF RECOMMENDATION

Staff recommends the City Council approve, by oral resolution, the annual renewal contract between the City and DCOA for the Airport Business Development Management program. Staff also recommends City Council authorize the City Manager to execute the contract on behalf of the City.

BOARD OR COMMISSION RECOMMENDATION

The DCOA Board approved the FY16 budget on June 23, 2015, and this contract renewal on September 21, 2015.

ATTACHMENTS:

Description

Type

- ▣ FY16 contract with DCOA for Airport Business Development Management Program Cover Memo

THE STATE OF TEXAS X
 X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TAYLOR X

THIS AGREEMENT, effective the 1st day of October, 2015, by and between the **City of Abilene**, a municipal corporation, situated in Taylor and Jones Counties, Texas, acting by and through its City Manager, (hereinafter referred to as "CITY"), and the **Development Corporation of Abilene, Inc.** (hereinafter referred to as "DCOA") acting by and through its President and in accordance with the Development Corporation Act of 1979, as amended:

WITNESSETH:

That for and in consideration of the covenants, promises, and agreements set forth herein, it is mutually agreed as follows:

I. PURPOSE

That the City agrees to administer the Airport Business Development Management Program designed to build activity within the Abilene Regional Airport’s business segments.

The City also agrees to provide, for no additional amount of assistance from the DCOA, access to the number of parking spaces in the Airport’s covered parking lot at the far north end needed to accommodate parking by employees of Eagle Aviation Services, Inc. (“EASI”).

II. DUTIES

A. CITY AGREES TO:

1. Continue to develop the Business Development Management Program at the Abilene Regional Airport by:
 - a. Participating in major area trade shows and continuing the community outreach efforts by seeking speaking engagements to civic groups throughout our 16 county catchment area that highlight the operations of the airport, construction updates, air service needs and fare comparisons, and
 - b. Marketing the airport amenities and upgrades using a variety of medium including television, radio, newspaper ads, billboards, individual events, sponsorships, publications, and social media promotions, and
 - c. Continuing the ABI-VIP Passenger Rewards Program and Passenger Appreciation Days to encourage air travel from Abilene.
 - d. Continuing to work with the air service consultant to retain the current air service and explore new service.
 - e. Attending the Network USA 2016 Conference.
2. Submit a written report to DCOA by April 10, 2016 of progress made through the

activities specified in Sec. A. 1., above, since October 1, 2015. The report shall also be presented orally to the DCOA during the April 2016 board meeting, or the first board meeting to occur subsequent to April 10, 2016.

In addition, a second written report will be submitted by October 10, 2016 of progress made since April 2016. Likewise, the report shall be presented orally to the DCOA during the October 2016 board meeting, or the first board meeting to occur subsequent to October 10, 2016.

3. Provide the number of needed parking spaces in the Airport's covered parking lot at the far north end to the DCOA for use by employees of Eagle Aviation Services, Inc. ("EASI").
4. Enforce all parking rules and regulations directly with EASI and notify the DCOA of any recurring problems or violations.
5. Continue policing the subject parking spaces as with the remainder of the parking lot and maintaining the covered awnings.

B. DCOA AGREES TO:

Provide the City funding in the total amount of One Hundred Eighty-Two Thousand Seven Hundred Twenty-One and no/100's Dollars (\$182,721) for the one-year period ending September 30, 2016, for the following:

- a. \$68,721 – operating support for the Business Development Management Program division of the Abilene Regional Airport, including a 3% salary increase.
- b. \$35,000 – consulting services for retaining current and exploring new air service and for aircraft maintenance services.
- c. \$70,000 – marketing airport services, amenities and upgrades using variety of medium including television, radio and newspaper ads to Catchment Area of 16 counties.
- d. \$5,000 – to contract with media production company for video, audio and graphic production; website hosting and maintenance; VIP Program maintenance.
- e. \$4,000 – expenses for 2 staff members to attend airport development conferences.
- f. Pay for all supplies necessary to allow EASI employee access to the parking lot and for all improvements and upgrades necessary to the parking spaces and surrounding area. The City shall provide the DCOA copies of invoices/receipts evidencing eligible expenses.

Funding amounts listed above may be moved from one category to the other only with the written authorization of the CEO.

III. TERMINATION

This contract may be terminated by the DCOA or the City, in whole, or from time to time, in part, upon good cause and whenever such termination is in the best interest of the DCOA or the City. Termination will be effective sixty (60) days after delivery of Notice of Termination specifying to what extent performance or work under the contract has been terminated and specifying that the contract shall be terminated sixty (60) days after receipt by the notified party.

If no notice of termination is received from either party prior to August 2, 2016, this contract expires without notification on September 30, 2016.

IV. OFFICIALS NOT TO BENEFIT

No public official of the governing body of the City or the DCOA who exercises any functions or responsibilities in the review or the approval of the undertaking or carrying out of any project hereunder, shall participate in any decision relating to the contract which affects his personal interest, nor shall he have any personal or pecuniary interest direct or indirect in this contract or proceeds thereof.

V. MINORITY AND SMALL BUSINESSES

The City will encourage and utilize small businesses and minority suppliers and services to the extent possible under present law for use in completion of this contract.

VI. EQUAL EMPLOYMENT OPPORTUNITIES

During the performance of this contract, the City agrees as follows:

The City will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability. The City will take affirmative action to ensure that applicants and their employees are treated equally without regard to race, color, religion, sex, national origin, or disability. The City agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause. The City will, in all solicitations or advertisements for employees placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.

VII. AGREEMENT:

This Agreement shall constitute the sole agreement between the City and the DCOA relating to the object of this Agreement and correctly sets forth the complete rights, duties, and obligations of each party to the other as of its date. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

WITNESS our hands to this AGREEMENT this _____ day of _____, 2015.

**DEVELOPMENT CORPORATION OF
ABILENE, INC.**
174 Cypress, Ste. 301
Abilene, Texas 79601

CITY OF ABILENE
P.O. Box 60
Abilene, Texas 79604

Kent Sharp, CEO

Robert Hanna, City Manager

ATTEST:

ATTEST:

Kim Tarrant, Chief Administrative Officer

Danette Dunlap, City Secretary

Approved as to form:

Stanley Smith, Asst. City Attorney

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