

MEMORANDUM

TO: MAYOR AND CITY COMMISSION
FROM: CITY ATTORNEY'S OFFICE
DATE: May 1, 2023
RE: **Amendment Number 2 to the Ticketing System and Services Agreement with Tickets.com, LLC**

Attached for your consideration is a proposed Amendment Number 2 to the Ticketing System and Services Agreement with Tickets.com, LLC (Tickets.com) for ticketing services at the RP Funding Center. Tickets.com has been the ticketing company for the RP Funding Center since 2012 and the current term of its Agreement with the City is at its conclusion.

The City's Purchasing Division issued a Request for Proposals (RFP) for ticketing services for the RP Funding Center on February 2, 2023. Three vendors responded to the RFP and were ranked as follows:

<u>Company</u>	<u>Location</u>
1. Tickets.com	Costa Mesa, California
2. Ticketmaster	Beverly Hills, California
3. Friendly Sky, LLC	Roswell, Georgia

A Notice of Intent to Award to Tickets.com was issued on March 20, 2023 and no bid protests were received. Under the attached Amendment Number 2 to the Ticketing System and Services Agreement, the term of the Agreement with Tickets.com will be extended to March 31, 2028 and will be extended automatically thereafter for two (2) additional one-year terms unless either party elects not to renew the Agreement by giving written notice to the other party at least ninety (90) days prior to the end of the term then in effect. Pricing under Amendment Number 2 will remain the same as the pricing currently in effect and is as follows:

# of tickets sold	# of tickets sold	Single Fee
0	20,000	\$ 3.75
20001	30000	\$ 1.25
30001	(++)	\$ 1.00
FHSAA		\$ 1.50

In addition, the fee for season tickets is \$5.00 per seat and there is a 3% convenience fee for payments by credit card, PayPal, ApplePay and GooglePay. All fees are added to the ticket price and are paid by the end customer. As a result, no out-of-pocket costs will be incurred by the RP Funding Center under this Agreement.

It is recommended that the City Commission approve the attached Amendment Number 2 to the Ticketing System and Services Agreement with Tickets.com, LLC for ticketing services at the RP Funding Center and authorize the appropriate City officials to execute Amendment Number 2.

Attachment



AMENDMENT NUMBER 2
TO THE TICKETING SYSTEM AND SERVICES AGREEMENT

THIS AMENDMENT NUMBER 2 TO THE TICKETING SYSTEM AND SERVICES AGREEMENT ("**Amendment**") is made effective as of March 31, 2023, by and between **Tickets.com, LLC**, a Delaware limited liability company having its place of business at 535 Anton Boulevard, Suite 250, Costa Mesa, California 92626 ("**TDC**"), and **City of Lakeland**, a municipality organized and existing in accordance with the laws of Florida with its principal offices located at 228 South Massachusetts Avenue, Lakeland, Florida 33801-2066 (the "**Customer**") and is made within the context of the following

WHEREAS, TDC and Customer entered into that certain Ticketing System and Services Agreement with an effective date of December 6, 2017, and Amendment Number 1 to the Ticketing System and Services Agreement dated June 26, 2018 (collectively, the "**Ticketing Agreement**"); and,

WHEREAS, TDC and Customer wish to further amend the Ticketing Agreement by extending its Term and providing additional Equipment as set forth herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

1. Definitions. All capitalized terms not defined in this Amendment will bear the same meaning as set forth in Ticketing Agreement.
2. Section 1.b(v) (ProVenue Access Control) of the Ticketing Agreement shall be deleted and replaced with "License to use Alfred and Alfred Access Control" as follows:

(v) *License to Use Alfred and Alfred Access Control*. TDC hereby grants to Customer a non-transferable, non-exclusive, limited, revocable license to use Alfred Access Control to enable communication between the ProVenue Ticketing System and Alfred Access Control in accordance with the terms of this Agreement, for so long as Customer remains a client of TDC. Customer acknowledges that Alfred is proprietary Software developed and owned by TDC and is deemed TDC Technology pursuant to this Agreement. Customer will regard and preserve the Alfred interface and accompanying documentation as confidential. Customer may not (i) modify, disassemble, decompile, reverse engineer, or make derivative works of Alfred or any portion thereof; or (ii) use Alfred Access Control in any way not otherwise expressly provided for in this Agreement. Customer acknowledges that this Agreement does not grant any other right with respect to Alfred, other than the right to use such Alfred Access Control, equipment and documentation in accordance with the terms of this Agreement. For the avoidance of doubt, Alfred is TDC's successor to and replaces the previously provided Access Control System and therefore TDC will no longer provide PAC nor the Alvarado software license.

3. Section 2 (Term) of the Ticketing Agreement shall be deleted and replaced as follows:

2. **Term**. The Agreement shall continue through March 31, 2028 (the "**Initial Term**"). Unless terminated earlier as provided herein, upon expiration of the Initial Term, the Agreement will be extended automatically for two (2) consecutive one (1) year terms (each, a "**Renewal Term**"). Either party may elect not to renew the Agreement by giving written notice thereof to the other party at least ninety (90) days prior to the end of the Initial Term or Renewal Term then in effect. The term of each Order Form shall be set forth in the applicable Order Form and may be terminated earlier if such Order Form provides for such earlier termination. Notwithstanding anything herein to the contrary, the Agreement will expire upon the date of expiration or termination of the last Order Form incorporated herein, or the completion of Services provided hereunder,

which may be greater than the Term as stated in this Section 2. As used throughout the Agreement, the word "**Term**" shall include the Initial Term, and any and all Renewal Term(s). For purposes of this Agreement a "**Contract Year**" shall mean each April 1 through March 31 period that this Agreement remains in effect.

4. The Definitions in Section 1.2(a) –(c) of Exhibit A of the Ticketing Agreement shall be deleted and replaced as follows:

(a) "Alfred" means proprietary Software program developed and owned by TDC that serves as a means to enable real-time communication between the operator and the Ticketing System to service Patrons for tasks including ticket sales, ticket service and access control and reporting.

(b) "Alfred Access Control" means a system comprised of dedicated hardware (including certain TDC Equipment provided by TDC hereunder and TDC Equipment to be leased by Customer) and software (including certain Software provided by TDC hereunder) that is connected to the ProVenue Ticketing System, which enables validation of tickets and allows for management of entry as further set forth in, and subject to the terms and conditions of Section 7 (Access Control) above.

(c) *Intentionally left blank.*

5. Exhibit B (TDC Equipment) of the Ticketing Agreement shall be deleted and replaced with the attached Exhibit B.

6. Exhibit D (Alvarado Software License) of the Ticketing Agreement is deleted in its entirety.

7. Incorporation of Recitals. All facts set forth in the recitals of this Amendment are incorporated into this Amendment and made a part hereof.

8. No further Amendment. With the exception of the foregoing, the terms and conditions of Ticketing Agreement will remain unchanged.

The parties hereby indicate their agreement to this Amendment Number 2 by their signatures hereunder.

CITY OF LAKELAND

TICKETS.COM, LLC

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Printed Title

Printed Title

Date

Date

EXHIBIT B

TDC Equipment ¹

In accordance with Section 6 (Equipment) and Section 7 (Access Control) of this Agreement, TDC will configure and integrate the following TDC Equipment at Customer's Facility:

Item	Quantity
Alfred TC 26 Handheld Scanner	20
Five-Port Charging Station	4
Single-Port Charging Station	2
Box Office Workstations	10
Credit Card Swipes	10
Boca Printers	13

¹ Alfred TC 26 Handheld Scanners and associated charging cradles will be delivered at a mutually agreed upon date during the 2023 Contract Year, while the Box Office Workstations, Credit Card Swipes and Boca printers will be part of a TDC Equipment refresh as needed and delivered at a mutually agreed upon date during the 2025 Contract Year. Customer may recycle the previously provided access control equipment at a local e-waste recycle center.