

AN ORDINANCE 2010-11-18-0995

APPROVING A REIMBURSEMENT AGREEMENT WITH SAN ANTONIO SPORTS FOR REIMBURSEMENT OF EXPENSES TOTALING UP TO \$100,000.00 ASSOCIATED WITH THE STATE REIMBURSEMENT TO THE CITY FOR THE 2010 NCAA WOMEN'S FINAL FOUR BASKETBALL TOURNAMENT; AND AUTHORIZING PAYMENT.

* * * * *

WHEREAS, the Events Trust Fund ("Fund") legislation (Vernon's Texas Civil Statutes, 5190.14 Sec 5C) provides municipalities and counties the opportunity to obtain reimbursement for eligible expenses related to hosting and attracting high-visibility, high-tax-impact events to the state of Texas that could otherwise take place outside of the state; and

WHEREAS, the estimate for determining reimbursable dollars is based on the anticipated tax gain for a particular event and in order to obtain reimbursement for eligible expenses, municipalities are required to match the funds that are deposited into the Fund on a 1:6.25 basis; and

WHEREAS, the City of San Antonio has participated in this program and has received sales tax reimbursement from the Fund related to the Rock N Roll Marathon and the Big 12 Football Conference Championship and the same process is being followed in obtaining the reimbursement for the 2010 NCAA Women's Final Four Basketball Tournament ("Women's Final Four") which took place in the Alamodome on April 4-6, 2010; and

WHEREAS, Ordinance Number 2010-04-29-0361 approved a local contribution for eligible Women's Final Four expenses in the amount of \$254,871.00 in anticipation of reimbursement in the amount up to \$1,847,817.00 and such reimbursement funds were received by the City in October 2010; and

WHEREAS, the Convention and Visitors Bureau worked with San Antonio Sports to submit qualified expenses for reimbursement and the expenses incurred by San Antonio Sports included venue set-up, rental, security, staffing, officials' accommodations, media hospitality, advertising and community outreach; and

WHEREAS, the expenses incurred by San Antonio Sports that were eligible for this program totaled \$100,000.00 and when matched with the City's contribution of \$254,871.00 afforded the reimbursement from the Fund totaling \$1,847,817.00 and it is now time to enter into a Reimbursement Agreement with San Antonio Sports in order to reimburse their eligible expenses; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The terms and conditions of a Reimbursement Agreement with San Antonio Sports are authorized and approved.

SECTION 2. The City Manager or her designee is authorized to execute the Reimbursement Agreement. A copy of the Reimbursement Agreement, previously executed by San Antonio Sports, is attached to this Ordinance as Exhibit 1.

SECTION 3. Funding in the amount up to \$100,000.00 for this Ordinance is available in Fund 29007000, Cost Center 0707040001, General Ledger 5201040, as part of the Fiscal Year 2011 Budget.

SECTION 4. Payment not to exceed the budgeted amount is authorized to San Antonio Sports and shall be encumbered with a purchase order.

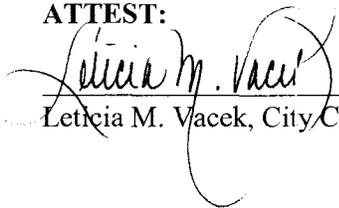
SECTION 5. The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer ("CFO"), City of San Antonio. The CFO may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 6. This Ordinance shall be effective on and after the tenth day after passage.

PASSED AND APPROVED this 18th day of November, 2010.


M A Y O R
Julián Castro

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Michael D. Bernard, City Attorney



Request for
**COUNCIL
ACTION**

City of San Antonio



Agenda Voting Results - 26B

Name:	5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 17A, 17B, 17C, 17D, 17E, 17F, 19, 21, 22, 23, 24, 25, 26A, 26B, 27A, 27B, 27C, 28, 29, 31						
Date:	11/18/2010						
Time:	09:31:09 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance approving a Reimbursement Agreement with San Antonio Sports for reimbursement of expenses totaling up to \$100,000.00 associated with the State Reimbursement to the City for the 2010 NCAA Women's Final Four Basketball Tournament; and authorizing payment.						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x			x	
Philip A. Cortez	District 4	x					
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9	x					
John G. Clamp	District 10		x				x

Exhibit I

STATE OF TEXAS §
 § **REIMBURSEMENT AGREEMENT**
COUNTY OF BEXAR §

This AGREEMENT is entered into by and between the City of San Antonio, a Texas Municipal Corporation (“CITY”), acting by and through its City Manager, pursuant to Ordinance No. _____, passed and approved on the ___ day of _____ 2010 and San Antonio Sports, a not for profit/501(c)(3) corporation chartered under the laws of the State of Texas (“RECIPIENT”).

WHEREAS, the Sporting Events Trust Fund (“Fund”) (Vernon’s Texas Civil Statutes 5190.14, Section 5C) provides a mechanism for governmental entities to receive reimbursement for expenses related to certain premiere sporting events and the City utilized this statutory tool to recoup eligible expenses incurred by RECIPIENT in hosting the 2010 NCAA Women’s Final Four Basketball Tournament (“Event”) at the Alamodome; and

WHEREAS, in order to receive repayment from the Fund, the City is required to submit all eligible expenses to the State Comptroller and in this case submit a local contribution in the amount of \$254,871.00; and

WHEREAS, some of the expenses to be submitted by CITY were actually paid by RECIPIENT; and

WHEREAS, the CITY received a total reimbursement of \$1,847,817.00 from the Fund; and

WHEREAS, the goods and services for which RECIPIENT is seeking reimbursement were already provided prior to the Event and CITY desires to reimburse such expenses from the money it received from the Fund; **NOW THEREFORE**

For and in consideration of the following mutual promises and obligations, CITY and RECIPIENT (“Parties”) hereby agree as follows:

1. CITY shall reimburse \$100,000.00 of RECIPIENT’s Event expenses from funds it received from the State Comptroller through the Fund.
2. It is the understanding of the Parties that the funds paid by CITY under this Agreement shall reimburse RECIPIENT’s Event expenses and CITY shall not be liable for any additional Event expenses of RECIPIENT.
3. CITY shall reimburse RECIPIENT the amount due under Paragraph 1 within thirty (30) days of final execution of this Agreement.
4. This Agreement is not assignable or transferable.
5. CITY’s Director of the Convention and Visitors Bureau, or his designee, shall be CITY’s representative responsible for the administration of this Agreement.
6. RECIPIENT represents, warrants, assures, and guarantees that it possesses the legal authority to enter into this Agreement and to perform the responsibilities herein required. The signer of this Agreement for RECIPIENT represents, warrants, assures, and guarantees that he or she has full legal authority to

execute this Agreement on behalf of RECIPIENT and to bind RECIPIENT to all terms, performances and provisions herein contained.

7. CITY and RECIPIENT agree that CITY shall not be obligated or liable under this Agreement to any party, other than RECIPIENT, for payment of any monies.

8. RECIPIENT agrees that CITY may carry out monitoring and evaluation activities to ensure RECIPIENT's compliance with this Agreement.

9. All alterations, additions, or deletions to the terms of this Agreement shall be by amendment in writing executed by both CITY and RECIPIENT, and subject to the approval of the City Council of the City of San Antonio.

10. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or City ordinances, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

11. No waiver by CITY of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of CITY to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged.

12. No act or omission of CITY shall in any manner impair or prejudice any right, power, privilege, or remedy available to CITY hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

13. This Agreement constitutes the final and entire agreement between the Parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto, unless this Agreement is amended as proscribed in paragraph 9.

14. In the event any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, CITY shall have the final authority to render or secure an interpretation.

15. For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY:

RECIPIENT:

Director, Convention and Visitors Bureau
203 S. St. Mary's Street, Ste. 200
San Antonio, Texas 78205

Susan Blackwood
San Antonio Sports Foundation
100 Montana Street
San Antonio, Texas 78203

16. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

17. RECIPIENT covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of CITY and that the doctrine of respondent superior shall not apply as between CITY and RECIPIENT, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between CITY and RECIPIENT. The Parties hereto understand and agree that CITY shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be obtained by RECIPIENT under this Agreement and that RECIPIENT has no authority to bind CITY.

18. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Bexar County, Texas.

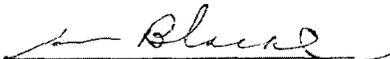
19. This Agreement shall commence upon final execution and expire sixty (60) days after CITY's compliance with Paragraph 1.

EXECUTED in duplicate originals this 29 day of October 2010.

CITY OF SAN ANTONIO

SAN ANTONIO SPORTS

Sheryl Sculley
City Manager



Susan Blackwood
Executive Director

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney