

AN ORDINANCE 2011-06-23-0582

AUTHORIZING A HOSTING OBLIGATION AGREEMENT WITH THE NATIONAL CONFERENCE OF STATE LEGISLATURES, IN AN AMOUNT UP TO \$314,502.50, FOR HOSTING OBLIGATIONS ASSOCIATED WITH ITS 2011 LEGISLATIVE SUMMIT TO BE HELD AT THE HENRY B. GONZALEZ CONVENTION CENTER ON AUGUST 8-11, 2011; AUTHORIZING THE EXPENDITURE FROM THE CSEF STATE REIMBURSEMENT FUND IN ANTICIPATION OF REIMBURSEMENT FROM THE STATE UNDER THE EVENTS TRUST FUND LEGISLATION; AND APPROVING A LOCAL CONTRIBUTION OF UP TO \$73,753.00 TO THE EVENTS TRUST FUND TO QUALIFY FOR REIMBURSEMENT OF UP TO \$534,707.00 FOR ELIGIBLE EXPENSES RELATED TO THE EVENT.

* * * * *

WHEREAS, the City will host the 2011 National Conference of State Legislatures (“NCSL”) Legislative Summit (“Event”) at the Henry B. Gonzalez Convention Center on August 8-11, 2011; and

WHEREAS, the Event is the largest and most important meeting of the year for legislators and legislative staff and it is estimated there will be 6,000 attendees for the conference with associated direct spending of approximately \$7.1 million; and

WHEREAS, as requirements for hosting the Event, the City is responsible for transportation, delegate amenities and guest and youth programs and shall reimburse NCSL an amount up to \$314,502.50 for such expenses; and

WHEREAS, the 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 and convention events and this Ordinance proposes that the City utilize this statutory tool to recoup eligible expenses related to the Event; and

WHEREAS, under the statutory provisions and based on the sum of the City’s eligible expenses, the City is required to remit up to \$73,753.00 to the Texas State Comptroller of Public Accounts (“Comptroller”) representing the City’s mandatory contribution to the Fund; and

WHEREAS, once the City’s contribution is received, the Comptroller will deposit 6.25 times the City’s contribution into the Fund it is anticipated that the City shall be reimbursed approximately \$534,707.00; and

WHEREAS, the City will submit sales tax data to the State Comptroller related to the Event and will seek all reimbursement for eligible expenses from the Events Trust Fund allowed by law;
NOW THEREFORE:

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

SECTION 1. The terms and conditions of a Hosting Obligation Agreement with National Conference of State Legislatures, in an amount up to \$314,502.50, for hosting obligations associated with the 2011 Legislative Summit are authorized and approved.

SECTION 2. The City Manager, or her designee, is authorized to sign the Hosting Obligation Agreement. A copy of the Agreement, previously executed by the National Conference of State Legislatures, is attached to this Ordinance as Exhibit I.

SECTION 3. The budget in Fund 47099000, Convention Center Capital Projects, Project Definition 42-00029, Convention Center Building Infrastructure Improvements, WBS Element 42-00029-05-06, General Ledger 5201140, Construction costs, is reduced by \$314,502.50.

SECTION 4. The budget in Fund 47099000, Convention Center Capital Projects, Project Definition 42-00029, Convention Center Building Infrastructure Improvements, WBS Element 42-00029-90-01, General Ledger 6101100, Transfers In, is reduced by \$314,502.50.

SECTION 5. The budget in Fund 29002001, CSEF State Reimbursement, Internal Order 390000001261, From 29002001 to 42-00029-90-01, General Ledger 6102100, Transfers Out, is reduced by \$314,502.50.

SECTION 6. The budget in Fund 29023000, HOT Capital Improvement Facilities, Internal Order 390000001254, From 29023000 to 29002001, General Ledger 6102100, Transfers Out, is reduced by \$314,502.50.

SECTION 7. The budget in Fund 29023000, HOT Capital Improvement Facilities, Internal Order 311000001254, From 29023000 to 29002001, General Ledger 6101100, Transfers In, is reduced by \$314,502.50.

SECTION 8. The amount of \$314,502.50 is appropriated in Fund 29007000, HOT Improvement & Contingency Fund, Internal Order 390000001334, From 29007000 TO 29002001, General Ledger 6102100, Transfers Out. The amount of \$314,502.50 is authorized to be transferred to Fund 29002001, CSEF State Reimbursement.

SECTION 9. The budget in Fund 29002001, CSEF State Reimbursement, shall be revised by increasing Internal Order 311000001334, General Ledger 6101100, Transfers In, by the amount \$314,502.50.

SECTION 10. Payment in the amount not to exceed \$314,502.50 is authorized to be encumbered and made payable to the National Conference of State Legislatures.

SECTION 11. The remittance of up to \$73,753.00 to the Comptroller for deposit in the CSEF State Reimbursement Fund is authorized and approved.

SECTION 12. City staff is directed to seek reimbursement of all for eligible expenses related to the Event.

SECTION 13. The amount of \$73,753.00 is appropriated in Fund 29002001, CSEF State Reimbursement Fund, Cost Center 8003020001 and General Ledger 5407560. The amount of \$73,753.00 is authorized to be made payable to the Comptroller and shall be encumbered with a purchase order.

SECTION 14. Reimbursement in the amount up to \$73,753.00 received from the Comptroller will be deposited in Fund 29002001, CSEF State Reimbursement Fund, Cost Center 8003020001 and General Ledger 6500000.

SECTION 15. The remaining reimbursable balance will be deposited to the original funding sources in proportion to the funds utilized to complete projects identified for the Event.

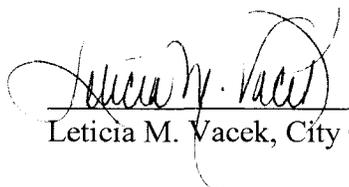
SECTION 16. The financial allocations in this Ordinance are subject to approval by the Chief Financial Officer ("CFO"), City of San Antonio. The CFO may, subject to concurrence by the City Manager, or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 17. This Ordinance shall take effect immediately upon the receipt of eight affirmative votes; otherwise it shall be effective ten days after its passage.

PASSED AND APPROVED this 23rd day of June, 2011.

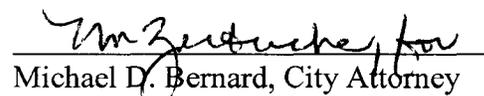

M A Y O R
Julián Castro

ATTEST:

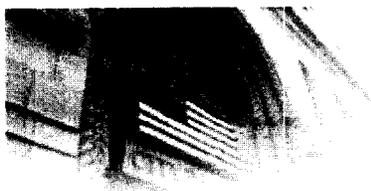


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



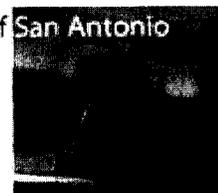
Michael D. Bernard, City Attorney



Request for

COUNCIL ACTION

City of San Antonio



Agenda Voting Results - 46

Name:	6A, 6B, 6C, 7, 8, 9, 10, 11, 12, 13, 14A, 14B, 15, 18, 19, 20, 21, 22, 24, 25A, 25B, 25C, 25D, 25E, 25F, 25G, 27, 28, 29, 30A, 30B, 31, 32, 33A, 35, 36, 37, 38A, 38B, 38C, 38D, 38E, 38F, 38G, 38H, 38I, 38J, 38K, 38L, 38M, 38N, 38O, 38P, 38Q, 38R, 38S, 38T, 40, 41, 43, 44, 45, 46, 47, 49A, 49B, 49C, 49D, 50, 51, 52, 53A, 53B, 54, 55, 56A, 56B, 57						
Date:	06/23/2011						
Time:	09:57:52 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a hosting obligation agreement with the National Conference of State Legislatures, in an amount up to \$314,502.50, for hosting obligations associated with its 2011 Legislative Summit to be held at the Henry B. Gonzalez Convention Center on August 8-11, 2011; authorizing the expenditure from the CSEF state reimbursement fund in anticipation of reimbursement from the state under the events trust fund legislation; and approving a local contribution of up to \$73,753.00 to the events trust fund to qualify for reimbursement of up to \$534,707.00 for eligible expenses related to the event. [A.J. Rodriguez, Deputy City Manager; Steve De La Haya, Interim Director, Convention and Visitors Bureau]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				x
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

Exhibit
I

**HOSTING OBLIGATION AGREEMENT BETWEEN
THE CITY OF SAN ANTONIO
AND
THE NATIONAL CONFERENCE OF STATE LEGISLATURES**

This Hosting Obligation Agreement ("Agreement") is entered into and executed by and between the City of San Antonio, Texas, a home-rule municipality situated within Bexar County, Texas ("CITY"), acting by and through its City Manager, pursuant to Ordinance No. 2011-06-23-_____, passed and approved on June 23, 2011 and the National Conference of State Legislatures ("AGENCY"), acting by and through its duly authorized official, and witness their Agreement as follows:

I.

APPOINTMENT

The Director of the Convention and Visitors Bureau, or her designee, shall administer this Agreement for CITY. In consideration of payment of a sum not to exceed three hundred and fourteen thousand five hundred and two dollars and fifty cents (\$314,502.50), AGENCY agrees to hold its 2011 National Conference of State Legislatures ("Event") on August 8-11, 2011 at the Henry B. Gonzalez Convention Center.

II.

TERM OF AGREEMENT

The term of this Agreement shall commence June 23, 2011, and end September 30, 2011, unless terminated sooner if the CITY reasonably determines that AGENCY has not exercised its best efforts to perform its duties under the Agreement and AGENCY has been informed of such and has failed to satisfactorily renew its efforts within a reasonable time thereafter.

III.

DUTIES OF AGENCY

In the execution of its duties, AGENCY shall perform activities including, but not limited to the following:

- 3.1 Hold its Event and associated activities at the Henry B. Gonzalez Convention center on August 8-11, 2011; and
- 3.2 Provide receipts to CITY showing expenditures of all funds provided under this Agreement no later than August 30, 2011. It is the understanding of the parties that CITY shall submit these receipts to the Texas State Comptroller of Public Accounts for reimbursement from the Events Trust Fund and AGENCY shall provide any additional supporting documentation required by CITY for submission to the State Comptroller.

IV.

ALLOWABLE EXPENSES

CITY funds provided under this Agreement shall only be used for the following Event expenses:

- 4.1 Transportation;
- 4.2 Delegate amenities, including but not limited to catering, audio visual, production and entertainment; and
- 4.3 Guest and youth programs.

V.

PAYMENT

CITY shall reimburse AGENCY an amount not to exceed three hundred and fourteen thousand five hundred and two dollars and fifty cents (\$314,502.50) as total compensation under this Agreement. AGENCY shall submit written invoices to the Convention and Visitors Bureau, supported by photocopies of all applicable invoices and/or receipts, no later than August 30, 2011. Upon receipt, CITY agrees to pay AGENCY's invoices within thirty (30) days of receipt, in accordance with the Texas Prompt Pay Statute, should CITY find that such invoices represent allowable expenses under this Agreement, as defined by Article IV above.

VI.

MEETINGS

Upon request by one party hereto, the other party agrees to meet at such time and place as agreed to by both parties.

VII.

REPORTS

AGENCY shall submit, upon request, written reports to the Convention and Visitors Bureau detailing accomplishments and work in progress related to this Agreement.

VIII.

EXAMINATION OF AGENCY RECORDS

All contracts, correspondence, books, accounts, and other information relating directly to the AGENCY's performance of its obligations for the CITY under this Agreement shall be open to inspection and examination at a location designated by CITY by an authorized representative of CITY during the AGENCY's regular business hours.

IX.

LIABILITY OF AGENCY TO THIRD PARTIES AND TO CITY

AGENCY shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement and shall save CITY harmless against all claims of whatever nature asserted by third parties in carrying out the terms hereof.

9.1 AGENCY covenants and agrees to INDEMNIFY, DEFEND and HOLD HARMLESS CITY, ITS ELECTED OFFICIALS, OFFICERS AND EMPLOYEES against any and all claims, lawsuits, judgments, cost, liens, losses, expenses, fees (including attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may ARISE OUT OF OR BE OCCASIONED OR CAUSED BY THE NEGLIGENT ACT, ERROR, OR OMISSION OF AGENCY, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONTRACTOR OR SUBCONTRACTOR OF AGENCY, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES. THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF CITY, ITS ELECTED OFFICIALS, OFFICERS OR EMPLOYEES. IN THE EVENT CONSULTANT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY

IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

AGENCY shall advise CITY in writing within 24 hours of any claim or demand against CITY or AGENCY known to AGENCY related to or arising out of AGENCY's activities under this AGREEMENT.

9.2 Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by AGENCY in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. AGENCY shall retain CITY approved defense counsel within seven (7) business days of CITY's written notice that CITY is invoking its right to indemnification under this Agreement. If AGENCY fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and AGENCY shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

9.3 Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of AGENCY, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for AGENCY or any subcontractor under worker's compensation or other employee benefit acts.

X.

POLITICAL ACTIVITIES

No funds provided from or through CITY shall be contributed to or used for, in whole or in part, the conduct of political activities or for the benefit of any candidate for elective public

office, partisan or non-partisan, nor shall the personnel involved in the administration of any CITY funded activity be required by the AGENCY to work for or on behalf of any partisan or non-partisan political activity or candidate. AGENCY shall be restricted from using the funds provided by the CITY for campaigning or other political purposes.

XI.

CONFLICT OF INTEREST

AGENCY acknowledges that it is informed that the City of San Antonio Ethics Ordinance prohibits contracts between the CITY and any local public official, such as a CITY officer or employee, and that the prohibition extends to an officer or employee of CITY agencies, such as city-owned utilities and certain CITY boards and commissions, and to contracts involving a business entity in which the official has a substantial interest, as defined by Texas law, if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity. AGENCY certifies (and this Agreement is made on reliance thereon) that neither it, its individual officers, employees or agents, nor any person having a substantial interest in this Agreement, is an officer or employee of the CITY or any of its agencies.

XII.

COMPLIANCE WITH LAWS

AGENCY agrees to comply with all applicable federal, state and local laws in the performance of its duties and services under this Agreement.

XIII.

NON-DISCRIMINATION

Discrimination on account of race, color, sex, age, religion, handicap or national origin, directly or indirectly, in employment or contracting practices or in the use of contract funds is strictly prohibited.

XIV.

ASSIGNMENT

This Agreement is personal to AGENCY. AGENCY shall not assign this Agreement, but may subcontract, in part, the duties hereunder.

XV.

AMENDMENTS

No amendment, modification, or alteration of the terms hereunder shall be binding unless the same be in writing, dated subsequent to the date hereof, duly executed by the parties hereto and authorized by the passage of an ordinance by the City Council of the City of San Antonio, if required.

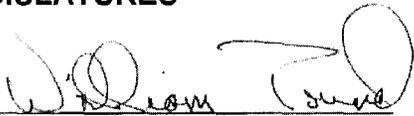
The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, BUT BOTH OF WHICH TOGETHER SHALL CONSTITUTE ONE INSTRUMENT, THIS THE 1st DAY OF JUNE, 2011.

CITY OF SAN ANTONIO

NATIONAL CONFERENCE OF STATE LEGISLATURES

BY: _____
A. J. RODRIGUEZ
Deputy City Manager

BY: 
NAME **William Pound**
Title **Executive Director**

Attest:

City Clerk

APPROVED AS TO FORM:

City Attorney