

AN ORDINANCE 2008-12-04-1108

AUTHORIZING THE EXECUTION OF A FOUR-YEAR REIMBURSEMENT AGREEMENT WITH THE SAN ANTONIO SPORTS FOUNDATION FOR REIMBURSEMENT OF EXPENSES TOTALING \$1,650,000.00 ASSOCIATED WITH THE STATE REIMBURSEMENT TO THE CITY FOR THE 2008 NCAA MEN'S FINAL FOUR BASKETBALL TOURNAMENT; AND AUTHORIZING PAYMENT OF \$412,500.00 RESULTING FROM FUNDS RECEIVED THROUGH THE OTHER EVENTS TRUST FUND.

* * * * *

WHEREAS, the State of Texas provides a mechanism entitled the Other Events Trust Fund ("Fund") which allows for governmental entities to receive reimbursement for expenses related to certain premier sporting events and the City utilized this statutory tool to recoup eligible expenses that it incurred in hosting the 2008 NCAA Men's Final Four Basketball Tournament ("Event") at the Alamodome; and

WHEREAS, in order to receive repayment from the Fund, the City was required to submit all of its eligible expenses to the State Comptroller, comprised of expenses it was contractually obligated to provide for the Event and some of the expenses submitted by City were actually incurred and paid by the San Antonio Sports Foundation; and

WHEREAS, the City received a total reimbursement of \$7,054,250.00 from the Fund, and of that amount \$1,650,000.00 represents the portion of the reimbursement attributable to the SASF's eligible expenses; and

WHEREAS, the Proposed Reimbursement Agreement provides reimbursement for goods and services that were already provided to City prior to and during the Event and would allow the City to reimburse the sum of these expenses over the next four fiscal years, subject to City Council appropriation; **NOW THEREFORE:**

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

SECTION 1. The terms and conditions of the Reimbursement Agreement with the SASF are authorized and approved.

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

LB
12/04/08
Item #48B

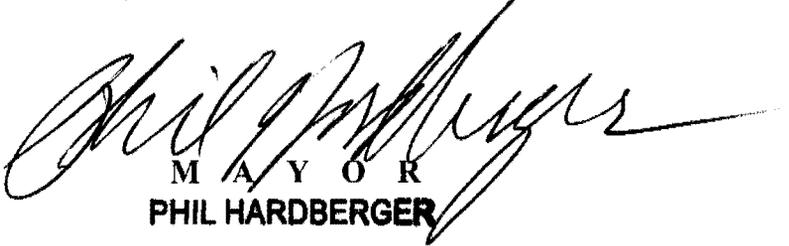
SECTION 3. Funding for this Ordinance is available in Fund 29006000, Cost Center 4304010005 S&S - SASF:BASE PROG and 4304010006 S&S-SASF INCREMENTAL, General Ledger 5201040 Fees to Professional Contractors, as part of the Fiscal Year 2008-09 Budget.

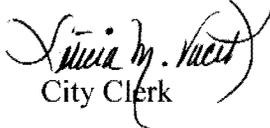
SECTION 4. Payment not to exceed \$412,500.00 is authorized to San Antonio Sports Foundation and shall be encumbered with a purchase order.

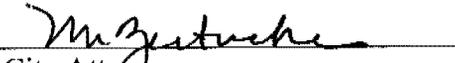
SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General 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 4th day of December, 2008.


M A Y O R
PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
for City Attorney



Request for
**COUNCIL
ACTION**

City of San Antonio



Agenda Voting Results - 48A

Name:	7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 24, 25, 26, 29, 31, 32, 33, 34, 38, 39, 40, 41, 43B, 43C, 43D, 43E, 43F, 43G, 43H, 43I, 43J, 43K, 43L, 45, 46, 47, 48A, 48B, 49, 51, 52, 53, A, B, C, D
Date:	12/04/2008
Time:	01:50:29 PM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the execution of a one-year Professional Services Agreement with the San Antonio Sports Foundation, for an amount not to exceed \$159,000.00, to support the solicitation of select amateur regional, national and international sporting events.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Phil Hardberger	Mayor		x				
Mary Alice P. Cisneros	District 1	x					
Sheila D. McNeil	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5		x				
Delicia Herrera	District 6	x				x	
Justin Rodriguez	District 7	x					x
Diane G. Cibrian	District 8		x				
Louis E. Rowe	District 9	x					
John G. Clamp	District 10		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 20th day of November 2008, and the San Antonio Sports Foundation, a not for profit/501(c)(3) corporation chartered under the laws of the State of Texas ("RECIPIENT").

WHEREAS, the Other Events Trust Fund ("Fund") (Vernon's Texas Civil Statutes 5190.14, Section 5A) 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 that it incurred in hosting the 2008 NCAA Men's Final Four Basketball Tournament ("Event") at the Alamodome; and

WHEREAS, in order to receive repayment from the Fund, the City was required to submit all of its eligible expenses, comprised of expenses it was contractually obligated to make for the Event under an event agreement, to the State Comptroller; and

WHEREAS, some of the expenses submitted by CITY were actually paid by RECIPIENT on behalf of CITY; and

WHEREAS, CITY received a total reimbursement of \$7,054,250.00 from the Fund and of that amount, \$1,650,000.00 represents the amount of Fund reimbursement attributable to RECIPIENT's eligible expenses; and

WHEREAS, the goods and services for which RECIPIENT is seeking reimbursement were already provided to CITY 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 \$1,650,000.00 of RECIPIENT's Event expenses from funds 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 paid on behalf of CITY and CITY shall not be liable for any additional Event expenses of RECIPIENT.
3. CITY shall reimburse RECIPIENT \$412,500.00 annually for each of the next four (4) years. CITY shall make each annual payment on or before December 31 beginning with December 31, 2008. Payments for years 2009, 2010 and 2011 are subject to future City Council appropriation.
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.

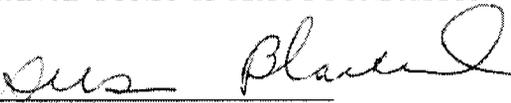
19. This Agreement shall commence upon final execution and expire January 31, 2012.

EXECUTED in duplicate originals this ____ day of _____ 2008.

CITY OF SAN ANTONIO

SAN ANTONIO SPORTS FOUNDATION

Sheryl Sculley
City Manager



Susan Blackwood
Executive Director

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney



CITY OF SAN ANTONIO Request for Council Action

Agenda Item # 48
Council Meeting Date: 12/4/2008
RFCA Tracking No: R-4207

DEPARTMENT: Convention Visitors Bureau **DEPARTMENT HEAD:** Scott White

COUNCIL DISTRICT(S) IMPACTED:
City Wide

SUBJECT:
Annual Professional Service and Reimbursement Agreements with SASF

SUMMARY:

These ordinances authorize:

- A. The execution of a one-year Professional Services Agreement, in an amount not to exceed \$159,000.00, with the San Antonio Sports Foundation to support the solicitation of select amateur regional, national and international sporting events; and
- B. The execution of a four-year Reimbursement Agreement with the San Antonio Sports Foundation for reimbursement of expenses totaling \$1,650,000.00 associated with the State reimbursement to the City of the 2008 NCAA Men's Final Four Basketball Tournament; and authorizing payment of \$412,500.00 resulting from funds received through the Other Events Trust Fund.

BACKGROUND INFORMATION:

The San Antonio Sports Foundation (SASF), through its members, has worked with the City of San Antonio on establishing San Antonio as a premier host city of sporting events. Several City departments directly support SASF activities including Convention & Visitors Bureau; Convention, Sports & Entertainment Facilities; Parks & Recreation; Public Works and the San Antonio Police Department.

Over the past several years, the City has worked jointly with the SASF to bring sport-related events to San Antonio. During FY 2008, San Antonio hosted the 2008 NCAA Men's Final Four Basketball Tournament. In FY 2009, San Antonio will host a number of events including the Big 12 Women's Soccer Championship (November 2008), Rock 'n' Roll Marathon (November 2008), and the Games of Texas (July 2009).

The FY 2009 Adopted Budget allocated \$159,000.00 for the recurring base program and \$412,500.00 for the reimbursement agreement in the current fiscal year.

The State of Texas provides a mechanism entitled the "Other Events Trust Fund" which allows for governmental entities to receive reimbursement for expenses related to certain premier sporting events and the City utilized this statutory tool to recoup eligible expenses that it incurred in hosting the 2008 NCAA Men's Final Four Basketball

Tournament ("Event") at the Alamodome.

In order to receive repayment from the Fund, the City was required to submit all of its eligible expenses, comprised of expenses it was contractually obligated to make for the Event under an event agreement, to the State Comptroller; and some of the expenses submitted by City were actually incurred and paid by the SASF.

City received a total reimbursement of \$7,054,250.00 from the Fund and of that amount, \$1,650,000.00 represents the amount of reimbursement attributable to the SASF's eligible expenses. The goods and services for which SASF is seeking reimbursement were already provided to the City prior to and during the Event. The City agrees to reimburse the sum of these expenses over the next four fiscal years, subject to City Council appropriation.

ISSUE:

There are several "showcase" sporting events held both in America and abroad. These events offer an opportunity for excellent exposure to a community. Events such as the Final Four and Rock 'n' Roll Marathon positively impact our economy through both direct and indirect expenditures. Events of this magnitude facilitate and encourage other sporting and non-sporting organizations to consider the City as an option for meeting needs.

ALTERNATIVES:

The annual agreement assists in providing a service to the City that would otherwise need to be met by City staff at an additional cost.

FISCAL IMPACT:

These ordinances allows for 1) a professional services agreement with the SASF through September 30, 2009 in an amount not to exceed \$159,000.00 stipulating the use of funds under "Allowable Expenses" such as administrative costs, professional fees, bid fees and salaries; and 2) a Reimbursement Agreement with the SASF for their expenses incurred soliciting and hosting the 2008 NCAA Men's Final Four. The City shall reimburse SASF \$412,500.00 annually for each of the next four (4) years. Payments for years 2009, 2010 and 2011 are subject to future City Council appropriation.

This Agreement is funded fully through the Convention & Visitors Bureau Fund; therefore, has no impact on the City's General Fund.

RECOMMENDATION:

Staff recommends approval of the agreements with SASD to assist in ensuring San Antonio continues to be a premier host city in attracting major sporting events.

ATTACHMENT(S):

File Description	File Name
2008-2009 SASF Agreement	SASF 2008-2009 Agreement.pdf
2008 SASF Reimbursement Agreement	2008 SASF Reimbursement Agreement.pdf
Voting Results	

[Voting Results](#)

[Ordinance/Supplemental Documents](#)

200812041108.pdf

[Ordinance/Supplemental Documents](#)

200812041107.pdf

DEPARTMENT HEAD AUTHORIZATIONS:

Steve DeLaHaya Assistant Director Convention Visitors Bureau

APPROVED FOR COUNCIL CONSIDERATION:

Sheryl Sculley City Manager