

AN ORDINANCE

2009-10-29-0866

AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ALAMO EVENTS, INC., IN AN AMOUNT NOT TO EXCEED \$125,000.00 FROM THE FY 2010 COMMUNITY AND VISITOR FACILITIES FUND, FOR EVENT HOSTING OBLIGATIONS RELATED TO THE 2009 SAN ANTONIO SHOWDOWN TO BE HELD IN THE ALAMODOME ON OCTOBER 31, 2009.

* * * * *

WHEREAS, the City of San Antonio will host the San Antonio Showdown: Notre Dame vs. Washington St. in the Alamodome on October 31, 2009; and

WHEREAS, this event is one of the premier events that the City and the Alamodome will host this year and is expected to attract tens of thousands of visitors to San Antonio and generate millions of dollars in economic impact and the game will be televised nationally on NBC, providing additional exposure for the City; and

WHEREAS, the event was secured by the City and the event producer Alamo Events, Inc., a subsidiary of the San Antonio Bowl Association, after over two years of negotiations with both Notre Dame and Washington St., as well as competition among other cities vying for the game; and

WHEREAS, in order to honor contractual obligations with hosting the San Antonio Showdown, the City and Alamo Events, Inc. are responsible for certain hosting obligations and the Agreement proposed by this Ordinance provides that Alamo Events, Inc. shall be responsible for buying and producing advertising, providing an economic impact study for the event, ticketing and providing game-day operations and services and the City shall reimburse them in an amount of up to \$125,000.00 for such expenses;
NOW THEREFORE:

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

SECTION 1. The terms and conditions of a Professional Services Agreement between the City and Alamo Events, Inc. for hosting obligations related to the 2009 San Antonio Showdown are authorized and approved.

SECTION 2. The City Manager or her designee is authorized to execute a Professional Services Agreement with Alamo Events, Inc. for hosting obligations related to the 2009 San Antonio Showdown. A copy of the Professional Services Agreement, previously executed by Alamo Events, Inc., is attached to this Ordinance as Exhibit I.

SECTION 3. Funding in the amount of \$125,000.00 for this Ordinance is available in SAP Fund 29006000, Cost Center 8002070001. General Ledger 5201040, as part of the Fiscal Year 2010 Budget.

SECTION 4. Payment not to exceed the budgeted amount of \$125,000.00 is authorized to Alamo Events, Inc. 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 immediately upon the passage of eight (8) affirmative votes. If it is not passed by (8) affirmative votes, this Ordinance shall be effective on and after the tenth day after passage.

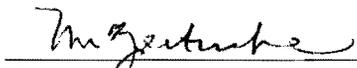
PASSED AND APPROVED this 29th day of October, 2009.


M A Y O R
JULIÁN CASTRO

ATTEST:


City Clerk

APPROVED AS TO FORM:


for City Attorney

Agenda Item:	24 (in consent vote: 5, 6, 7, 8, 9, 11, 13A, 13B, 15, 16, 19, 22A, 22B, 22C, 22D, 22E, 22F, 22G, 22H, 22I, 22J, 22K, 23, 24, 25)						
Date:	10/29/2009						
Time:	09:38:59 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a professional services agreement with Alamo Events, Inc. in an amount up to \$125,000.00 available from the FY 2010 Community and Visitor Facilities Fund for hosting obligations associated with the San Antonio Showdown: Notre Dame vs. Washington St. to be held at the Alamodome on October 31, 2009. [Penny Postoak Ferguson, Assistant City Manager; Michael J. Sawaya, Director, Convention, Sports & Entertainment Facilities]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x			x	
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				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				

Exhibit I

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SAN ANTONIO
AND
ALAMO EVENTS, INC.**

This Professional Services Agreement hereinafter called "Agreement," is entered into and executed by and between the City of San Antonio, Texas, a home-rule municipality situated within Bexar County, Texas, hereinafter called "CITY", acting by and through its City Manager, pursuant to Ordinance No. 2009-10-29-_____, passed and approved on October 29, 2009, and Alamo Events, Inc., acting by and through its duly authorized official, hereinafter called "AGENCY", and witness their Agreement as follows:

I.

APPOINTMENT

The Director of the Convention, Sports and Entertainment Facilities Department, or their designee, shall administer this Agreement for CITY. In consideration of payment of a sum not to exceed one hundred and twenty-five thousand dollars and no cents (\$125,000.00) and other obligations hereinafter undertaken on part of CITY, the AGENCY agrees to act on behalf of CITY for the 2009 San Antonio Showdown to be held on on October 31, 2009, at the Alamodome by (i) advertising the event; (ii) providing an economic impact study for the event; (iii) providing game day services for the event, and; (iv) providing ticketing services for the event. It is agreed that any marketing conducted by the AGENCY pursuant to this Agreement shall complement, to the extent possible, the marketing efforts of the CITY'S Convention, Sports and Entertainment Facilities Department in order to prevent the duplication of efforts and promote efficiency. All services provided by AGENCY pursuant to this Agreement shall substantially conform to generally accepted standards that are usual and customary between client and promotion agencies in similar relationships.

II.

TERM OF AGREEMENT

The term of this Agreement shall commence October 29, 2009, and end November 30, 2009, 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, the AGENCY shall perform activities including, but not limited to the following:

- 3.1 Procure and produce advertising for the 2009 San Antonio Showdown, including radio, television, print and outdoor advertising.
- 3.2 Procure and produce an economic impact study for the 2009 San Antonio Showdown.
- 3.3 Procure and provide game day operations for the 2009 San Antonio Showdown, including but not limited to staffing, officials, signage, video production, and game day services.
- 3.4 Procure and provide ticket systems for the 2009 San Antonio Showdown, which shall include, but not be limited to, ticket printing, and all costs associated with ticket distribution, ticket credit card processing and service charge fees, box office fees, etc.

IV.

ALLOWABLE EXPENSES

The types of AGENCY costs which shall be considered for payment by CITY shall be limited to costs associated with: the production and placement of radio, television, print and outdoor advertising; costs associated with the production of an economic impact survey; costs associated with game day operations, including but not limited to, staffing, officials, signage, video production, and game day services, and; costs associated with ticketing services, including but not limited to, ticket printing, ticket distribution, ticket credit card processing and service charge fees, Ticketmaster fees, box office fees, etc. AGENCY shall use its best efforts to secure competitive prices for all allowable expenses.

V.

BILLINGS

AGENCY shall submit a written invoice/s to the Convention, Sports and Entertainment Facilities Department supported by photocopies of all applicable invoices and/or receipts. Upon receipt, CITY agrees to pay AGENCY's invoice in accordance with the Texas Prompt Pay Statute should CITY find that such invoice represents an allowable expense 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, Sports and Entertainment Facilities Department 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, or to the expenses incurred on the CITY's behalf, shall be open to inspection and examination at the offices of the AGENCY 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.

AGENCY covenants and agrees to FULLY INDEMNIFY, and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers, and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to AGENCY'S activities under this Agreement, including any acts or omissions of AGENCY, any agent, officer, director, representative, employee, consultant or subcontractor of AGENCY, and their respective officers, agents, employees, directors, and representatives while in the exercise of performance of the rights or duties under this Agreement, all without, however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED

THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS AGREEMENT. The provisions of this INDEMNITY 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 promptly advise the CITY in writing of any claim or demand against the CITY or AGENCY known to AGENCY, related to or arising out of AGENCY'S activities under this Agreement and shall see to the investigation and defense of such claim or demand at AGENCY'S cost. The CITY shall have the right, at its options and at its own expense, to participate in such defense without relieving AGENCY of any of its obligations under this paragraph. Notwithstanding any condition imposed by a policy of insurance to which AGENCY and CITY are named, CITY shall retain the right, at its option and at its own expense, to participate in any such defense provided by AGENCY or AGENCY'S agent under this ARTICLE.

It is the EXPRESS INTENT of the parties to this Agreement, that the INDEMNITY provided for in this section, is an INDEMNITY extended by AGENCY to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided, however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death, or damage. AGENCY further AGREES TO DEFEND, AT ITS OWN EXPENSE, and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

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.

MINORITY BUSINESS ENTERPRISE PROGRAM

AGENCY is hereby advised that it is the policy of the City of San Antonio that Small, Minority or Woman-owned Business Enterprises shall have the maximum practical opportunity to participate in the performance of public contracts. AGENCY agrees that it will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin or disability and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age or disability. AGENCY further agrees that it will abide by all applicable terms and provisions of City's Non-Discrimination Policy, City's Small, Minority or Woman-owned Business Advocacy Policy and City's Equal Opportunity Affirmative Action policy, these policies being available in City's Department of Economic Development and the City Clerk's Office.

XIV.

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.

XV.

ASSIGNMENT

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

XVI.

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.

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 _____ DAY OF OCTOBER, 2009.

CITY OF SAN ANTONIO

ALAMO EVENTS, INC.

BY: _____

SHERYL L. SCULLEY
City Manager

BY:  _____

DERRICK S. FOX
President/CEO

APPROVED AS TO FORM:

ATTEST: _____

City Clerk

City Attorney