

AN ORDINANCE 2014 - 11 - 18 - 0 932

AUTHORIZING THE EXECUTION OF A ONE-YEAR PROFESSIONAL SERVICES AGREEMENT, IN AN AMOUNT NOT TO EXCEED \$200,000.00, WITH SAN ANTONIO SPORTS TO ASSIST THE SAN ANTONIO CONVENTION AND VISITORS BUREAU IN THE SOLICITATION OF SELECT AMATEUR REGIONAL, NATIONAL AND INTERNATIONAL SPORTING EVENTS.

* * * * *

WHEREAS, San Antonio Sports (“SAS”), through its members, has worked with the City of San Antonio on establishing San Antonio as a premier host city of sporting events and the City has worked jointly with the SAS to bring sport-related events to San Antonio for many years, including in Fiscal Year 2014, the USA Track & Field Junior Cross Country Championship, NCAA Division I Men’s Golf Regional, NCAA Division I Men’s Basketball 2nd and 3rd Rounds. Rock n Roll Marathon, and USA Southern Zone Swimming Championships and in Fiscal Year 2015 San Antonio will host a number of events, including the U.S. Masters Swimming Short Course Championship, UIL State Boys and Girls Basketball Tournament, and NCAA Division I Women’s Regional Golf Tournament; and

WHEREAS, over the past several years, the City has contracted annually with SAS to assist in bringing sport-related events to San Antonio and to provide a service to the City that would otherwise have to be met by City staff at an additional cost and the Fiscal Year 2015 adopted budget allocated \$200,000.00 for the recurring program; **NOW THEREFORE:**

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

SECTION 1. The terms and conditions of the Professional Services Agreement with SAS are authorized and approved. The City Manager, or her designee, is authorized to execute the Professional Services Agreement with SAS, a copy of which, previously executed by SAS, is attached to this Ordinance as **Exhibit I**.

SECTION 2. Funding in the amount of \$200,000.00 for this Ordinance is available for Fund 29006000, Cost Center 4304010005 and General Ledger 5201040, as part of the Fiscal Year 2015 Budget.

SECTION 3. Payment not to exceed the budgeted amount is authorized to San Antonio Sports and shall be encumbered with a purchase order.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP

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11/18/14
Item No. 5

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 5. 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 18th day of November, 2014.

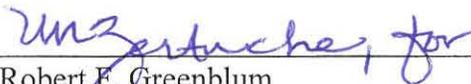

M A Y O R
Ivy R. Taylor

ATTEST:



Leticia M. Vacek
City Clerk

APPROVED AS TO FORM:



Robert F. Greenblum
City Attorney

Agenda Item:	5 (in consent vote: 5, 6, 7, 10)						
Date:	11/18/2014						
Time:	10:54:07 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the execution of a one-year Professional Services Agreement, in an amount not to exceed \$200,000.00 with San Antonio Sports to assist the San Antonio Convention and Visitors Bureau in the solicitation of select amateur regional, national and international sporting events. [Ed Belmares, Assistant City Manager; Casandra Matej, Director, Convention and Visitors Bureau]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Diego Bernal	District 1	x					
Keith Toney	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x			x	
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				x
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9	x					
Michael Gallagher	District 10		x				

Exhibit I

**2014-2015 PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SAN ANTONIO AND
SAN ANTONIO SPORTS**

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. _____, passed and approved on November __, 2014, and San Antonio Sports, a not for profit/501(c)(3) corporation chartered under the laws of the State of Texas, acting by and through its duly authorized official, hereinafter called "AGENCY", and witness their Agreement as follows:

**I.
APPOINTMENT**

The Director of the Convention and Visitors Bureau (CVB), or their designee, shall administer this Agreement for CITY. The AGENCY agrees to act on behalf of CITY in: (i) soliciting amateur sporting events to be held in the San Antonio area; (ii) enhancing the CITY'S reputation as a national sports destination center; and (iii) assisting the CITY in soliciting conventions and meetings of sports-related associations and sports-related activities in connection with the CITY'S convention facilities, the Alamodome, and other sporting venues for and in consideration of payment of a sum not to exceed two hundred thousand dollars and no cents (\$200,000.00) and other obligations hereinafter undertaken on part of CITY. 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 and Visitors Bureau 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 be for a period of one (1) year, commencing October 1, 2014, and ending September 30, 2015, 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 Solicit amateur, international, national and regional sporting events from entities including, but not limited to (i) the U.S. Olympic Committee, (ii) National Collegiate Athletic Association (NCAA), (iii) Amateur Athletic Union (AAU), (iv) National Governing Body (NGB), and respective national sports organizations, for events to be hosted in the San Antonio area;

3.2 Assist the CITY in soliciting conventions and meetings of sports-related associations and sports-related activities, in connection with the City's Convention Facilities and the Alamodome;

3.3 Event Opportunities – AGENCY will work with City on sales, marketing and hosting opportunities for agreed upon events, and will provide the following;

- a. At the start of each fiscal year, CITY and AGENCY shall conduct a planning session to establish a list of potential bids to be pursued by AGENCY (see Exhibit "A");
- b. Shall communicate and coordinate with CITY for any additions or deletions thereto;
- c. Assist in preparation of bids for agreed upon events to include working jointly with CITY, direct communications with customers, and preparation of bid books;
- d. Work jointly with CITY to identify costs associated to bids and hosting of potential events, as well as develop sales activities including familiarization tours, marketing opportunities, etc;
- e. Provide a quarterly update on sales activities (e.g. what bids are active, overall status). This report is to be sent to the Director of the CVB and/or their designee;
- f. Provide post event reports to include (when available) but not limited to attendees, room nights, out of town visitors, economic impact, and financial summary. This report is to be sent to the Director of the CVB and/or their designee;
- g. Provide CITY's CVB opportunity to brief AGENCY's Board on an annual basis;
- h. Assist CITY in pushing out messaging as needed to target audiences;
- i. Provide CITY's CVB opportunity to market and promote San Antonio as a destination to San Antonio Sports coordinated events;
- j. Work with CITY to provide opportunity for intercept studies (when appropriate) at events;

- k. If Hotels and/or room nights are utilized AGENCY will work with CITY when possible to maximize and leverage opportunities including but not limited to lead generation, group housing, reservations, and reporting;
- l. Link to CITY's CVB outer-market website;
- m. Coordination of events in conjunction with CITY;
- n. Coordination of volunteers when applicable;
- o. Provide CITY's CVB with bronze level sponsorship package and associated benefits at AGENCY's Annual Golf Tournament;
- p. Provide CITY's CVB with the MVP level of sponsorship benefit and table, which may include preferred seating, and other associated benefits at the AGENCY's annual Hall of Fame banquet;
- q. Work with CITY's CVB on other jointly agreed upon ancillary events for enhanced marketing purposes;
- r. Provide CITY access to AGENCY's volunteers for qualified CITY/CVB events;
- s. AGENCY will assist CITY in identifying corporate sponsors for qualified CITY/CVB events;
- t. Leverage AGENCY's and CITY's respective databases to further support jointly targeted events; and
- u. Publicly acknowledge the support of the CITY in connection with any events sponsored or put forth by AGENCY working jointly with CITY.

3.4 AGENCY will cooperate, to the extent possible, with all of CITY's sports marketing and sales efforts towards the solicitation of sports meetings and events.

IV.

DUTIES OF CITY

The CITY shall perform activities including, but not limited to the following:

- 4.1 Provide payment for services up to \$200,000.00 under the provisions of Article V;
- 4.2 Work with AGENCY to solicit amateur, international, national and regional sporting events from entities including, but not limited to (i) the U.S. Olympic Committee, (ii) National Collegiate Athletic Association (NCAA), (iii) Amateur Athletic Union (AAU), (iv) National Governing Body (NGB), and respective national sports organizations, for events to be hosted in the San Antonio area;

Upon request by one party hereto, the other party agrees to meet at such time and place as agreed to by both parties. Additionally, CITY shall have a seat on AGENCY's Executive Committee in order to facilitate the purposes of this Agreement.

VII.
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 the offices of the AGENCY by an authorized representative of CITY during the AGENCY's regular business hours.

VIII.
LIABILITY OF AGENCY TO THIRD PARTIES AND TO CITY

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 AGENCY 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.

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.

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.

IX.
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.

X.
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.

XI.
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.

XII.
NON-DISCRIMINATION

As a party to this Agreement, AGENCY understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

**XIII.
ASSIGNMENT**

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

**XIV.
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 and duly executed by the parties hereto.

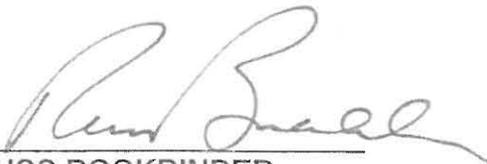
The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

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, TO BE EFFECTIVE OCTOBER 1, 2014.

CITY OF SAN ANTONIO

SAN ANTONIO SPORTS

SHERYL L. SCULLEY
City Manager



RUSS BOOKBINDER
President and CEO

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Exhibit A

Services Report & FY2015 Opportunities/Projections

FY2014 Delivered Events

- **2013 Rock 'N Roll San Antonio Marathon & Half-Marathon**
- **2013 USATF Junior Cross Country Region 16 – National Qualifier**
 - Headquarter: Hyatt Hill Country – 25 room nights
- **2013 USATF Junior Olympic Cross Country Championship**
 - Headquarter: Hyatt Hill Country – 789 room nights; Tracked Participant Hotels – 832 room nights; total room nights per athlete registration cards – 2,890
- **2014 San Antonio High School All Star Football Game**
 - Grand Hyatt – 30
- **2014 NCAA DI Men's Basketball 2nd & 3rd Rounds**
 - Headquarter: Hyatt Regency – 302 room nights; Team Hotels – 1,864 room nights
- **2014 NCAA DI Men's Golf Regional**
 - Headquarter: Hilton Hill Country – 433 room nights
- **2014 All American Sports National Basketball Championships**
 - Various participant hotels (17) – 923 room nights
- **2014 Bexar County Games Baseball**
 - Headquarter: Holiday Inn Airport – 152 room nights
- **2014 USA Southern Zone Swimming Championships**
 - Headquarter: Omni Colonnade - 82 room nights; Participant Hotels – 89 room nights
- **2014 Kay Yow Cancer Fund Golf Classic**
 - Headquarter: Westin Riverwalk – 110 room nights

Total Room Nights Accounted For: 8,611 (FY13 – 3,655)

FY2014 Bids Submitted

- **2018 - 2020 NCAA Men's & Women's Final Fours (Alamodome)**
 - Men's – one of 8 cities shortlisted
 - November – final presentation & announcement
 - Estimated room nights – 40,000
- **2014 Fed Cup World Group Playoff**
 - San Antonio selected, but award pulled in final hour because of environmental concerns surrounding the stadium build over the aquifer at JW Marriott
- **2015 & 2016 UIL State Soccer Championships**
 - 3rd weekend in April
 - Bid with NEISD/Blossom Athletic Center and SAISD Alamo Stadium
 - Decision coming any day
- **2017 & 2018 NCAA DI Men's Basketball Regional**
 - Bid with UTSA and AT&T Center
 - Estimated 380 room nights for official blocks; does not include a fan block

- Decision in conjunction with Final Four announcement in November
- **2015 CONCACAF Gold Cup**
 - Bid with COSA/Alamodome
 - July 16 – 27
 - Estimated 875 to 1,000 room nights for official blocks; does not include a fan block
 - Decision expected in November

FY2015 Events & Services Contracted/Supported

- **2014 Valor Games Southwest, October 13 -15**
 - Projected room nights: 320
- **2014 Bexar County Games Lacrosse Cup, November 29 – 30**
 - Projected room nights: 100 (no historical data)
- **2014 Bexar County Games Copa Rayados Internacional, November 27 – 30**
 - Hosting recreational/regional division only, with minimal or no room nights
- **2014 Rock 'N' Roll San Antonio Marathon & Half-Marathon, December 6 – 7**
- **2014 San Antonio High School All Star Football Game, January 3**
 - Projected room nights: 25 – 50
- **2015 UIL State Boys & Girls Basketball Tournament, March 5 - 7 and March 12 - 14**
 - Projected room nights: TBD
- **2015 US Masters Swimming Short Course Championship, April 23 – 26**
 - Projected room nights: 2,000 – 2,500
- **2015 Bexar County Games Basketball Tournament, May 1 – 3**
 - Projected room nights: 50
- **2015 NCAA Division I Women's Regional Golf Tournament, May 7 – 9**
 - Projected room nights: 400 – 450
- **2015 Bexar County Games Baseball Tournament, Dates TBD**
 - Projected room nights: 200
- **2015 USA Swimming Phillips 66 National Championship, August 4 – 8**
 - Projected room nights: 5,600
- **2015 USA Swimming Speedo Jr. National Championships, August 10 – 14**
 - Projected room nights: 5,600
- **2015 Valor Games Southwest, September (dates TBD)**
 - Projected room nights: 320

FY2016 Events & Services Contracted

- Bexar County Games Basketball, Baseball and Soccer
- NCAA Annual Convention

FY2016 Potential Bids to Pursue

- 2020 Olympic Trials
- U.S. Fencing Junior Olympics
- Southland Conference Championships
- Conference USA Championships
- 2015 Fed Cup and Davis Cup Ties
- 2015 & 2016 USA National Karate Championships & US Team Trials

- USA Triathlon Championships
- U.S. Figure Skating Championships
- USA Roller Sports Speed & Figure Skating National Championships
- USBC Women's & Open Bowling Championships (Continue to explore Freeman Exhibit Hall Expansion)
- AAU Individual Championships
- USATF Junior Olympic Meets
- USA Ultimate Frisbee
- USA Racquetball National Championships
- USOC and NGB meetings
- U.S. Open Taekwondo Championships
- USA Gymnastics American Cup/ VISA Championships
- 2016 (and beyond) CONCACAF Gold Cup
- 2022 Gay Games
- FIBA Basketball Events
- USA Diving Events
- USA Water Polo Events
- USA Synchronized Swimming Events
- USA Boxing Events
- United States Specialty Sports Association National Baseball Championships

Exhibit B
GUIDELINES FOR REIMBURSEMENT OF EVENT EXPENSES

I. Future Events

The following guidelines shall be used as the framework for future SAS events to be held in City –owned facilities:

A) For any events SAS solicits which occur in a City-owned facility or on City streets or grounds where there is no additional requirement on SAS to raise funds, solicit/coordinate volunteers, and/or incur any incremental costs there will be no associated costs eligible for reimbursement from the City's Fund rebate. The existing Professional Services Agreement between the City and SAS covers these types of events.

B) For any events SAS solicits which occur in a City-owned facility or on City streets or grounds where soliciting/coordinating volunteers and/or fundraising and/or producing the event (operations, event management, public relations, etc.) is required as part of the requirement to secure and host the event, SAS shall use its best efforts to submit a cost estimate of incremental time and associated hard cost expenses to the City for approval 180 days prior to the event (as the State statute requires the information be provided to the State at least 120 days prior to the event). This information will be reviewed, along with any estimated City expenses and any estimated rebate from the Fund, to help make a recommendation on whether to pursue the event. This recommendation will also include the proposed reimbursement amounts to be allocated to the City and SAS from the rebate anticipated from the Fund. For all such events, SAS shall provide any information requested by the City pertaining to the events and their associated costs, including back-up and historical data. Such information shall be provided to the City within 10 days of the City's request.

Step 1) Determine a relationship between the agreed upon expenses submitted by SAS to City and the City's expenses versus the combined total expenses. This pro-rata relationship will formulate the basis for any potential payout (see Attachment A)

Step 2A) For any events SAS solicits which occurs in a City-owned facility or on City streets or grounds where soliciting/coordinating volunteers or fundraising is required by SAS as part of the requirement to secure and host the event, the amount to be reimbursed to SAS from the Fund proceeds received by the City shall, to the extent possible, match the pro-rata share referenced in step 1, plus 10% as per attachment A. The SAS rebate is subject to the City receiving sufficient funds from the Fund to reimburse the City's local contribution required under Vernon's Texas Civil Statutes Article 5190.14 5C ("Local Contribution") and the agreed upon Pro-rata share allocation referenced in Attachment A.

Step 2B) For any events SAS solicits which occurs in a City-owned facility or on City streets or grounds where soliciting/coordinating volunteers and fundraising and/or producing the event (operations, event management, public relations, etc.) is required as part of the requirement to secure and host the event, the

amount to be reimbursed to SAS from the Fund proceeds received by the City shall, to the extent possible, match the pro-rata share referenced in Step 1, plus 20% as per Attachment A. The SAS rebate is subject to the City receiving sufficient funds from the Fund to reimburse the City's Local Contribution and the agreed upon Pro-rata share allocation referenced in Attachment A.

C) Other events not captured within these Guidelines will be considered on a case-by-case basis. Prior to confirming an event, SAS must submit an estimate for review and the estimate must be approved by the City prior to bidding. Any changes to the estimate after the event is confirmed must be submitted by SAS to the City in writing for approval. The submitted cost expenses must be supported with back-up and historical data. Upon the conclusion of each event, actual expenses and associated backup must be submitted to the City to support the agreed upon distribution. The City will only reimburse up to the amount of supported and State approved expenses. All distributions are subject to the City receiving sufficient rebate from the Fund to reimburse the City's Local Contribution.

D) There may be events in which all associated costs are the responsibility of the City. In such events, SAS expenses will not be considered for reimbursement from the proceeds the City receives from the Fund. An example of such an event is the NCAA 2011 Men's South Regional Basketball Tournament.

E) The City and SAS will work together to advocate for the continuation of the Events Trust Fund program and all related legislation. To that end, SAS pledges staff and board leadership to advocate for such legislation.

F) Any performance by the City is subject to the City's receipt of reimbursement from the Fund in an amount sufficient to fully reimburse the City's Local Contribution.

G) These Guidelines shall be subject to annual review by the City prior to incorporation in future agreements between the parties.