LB
3/12/2015
Item No. 23

AN ORDINANCE 2015-03-12-0197

APPROVING A LOCAL CONTRIBUTION IN THE AMOUNT OF $40,616.00 TO THE EVENTS TRUST FUND IN ANTICIPATION OF REIMBURSEMENT OF UP TO $294,463.00 FROM THE STATE COMPTROLLER FOR ELIGIBLE EXPENSES RELATED TO 2015 VALERO ALAMO BOWL, AUTHORIZING THE EXECUTION OF A REIMBURSEMENT AGREEMENT WITH THE SAN ANTONIO BOWL ASSOCIATION FOR REIMBURSEMENT OF CONFERENCE FEES TOTALING UP TO $253,847.00, CONTINGENT UPON STATE REIMBURSEMENT, AND AUTHORIZING PAYMENT UPON THE RECEIPT OF SUCH FUNDS FROM THE EVENTS TRUST FUND.

* * * * *

WHEREAS, the Events Trust Fund ("Fund") legislation (Vernon's Texas Civil Statutes, 5190.14) 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 reimbursements are based on the anticipated tax gain for a particular event and require municipalities to match funds that are deposited in the Fund on a 1:6.25 ratio; and

WHEREAS, the 2015 Valero Alamo Bowl was held at the Alamodome on January 2, 2015 ("Event") and over the course of its 22 year history, the Alamo Bowl has drawn over one million spectators and has generated in excess of $250,000,000.00 in direct local economic impact; **NOW THEREFORE:**

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

SECTION 1. The remittance of up to $40,616.00 to the Texas State Comptroller of Public Accounts for deposit in the CSEF State Reimbursement Fund is authorized and approved.

SECTION 2. City staff is directed to seek reimbursement of all eligible expenses related to the 2015 Valero Alamo Bowl.

SECTION 3. Funding in the amount of $40,616.00 for this Ordinance is available in Fund 29002001, Cost Center 8003020001 and General Ledger 5407560, as part of the Fiscal Year 2015 Budget.

SECTION 4. Reimbursement in the amount up to $40,616.00 received from the Texas State Comptroller of Public Accounts will be deposited in Fund 29002001, Internal Order 280006000002 and General Ledger 4401190.

SECTION 5. The remaining reimbursable balance will be deposited to the original funding sources in proportion to the funds utilized to complete projects identified for these events.

SECTION 6. The terms and conditions of the Reimbursement Agreement with the San Antonio Bowl Association are authorized and approved. The City Manager, or her designee, is authorized to execute the Reimbursement Agreement with the San Antonio Bowl Association. A copy of the Agreement, previously executed by the San Antonio Bowl Association, is attached to this Ordinance as **Exhibit I.**

SECTION 7. Reimbursement in the amount of up to $253,847.00 for this Ordinance is available in Fund 29002001, Cost Center 8003020001 and General Ledger 5201040 and is contingent upon State reimbursement to the City for the 2015 Valero Alamo Bowl.

SECTION 8. Payment not to exceed the budgeted amount is authorized to San Antonio Bowl Association and shall be encumbered with a purchase order.

SECTION 9. 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 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 10. 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 12th day of March, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek
City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda
Acting City Attorney

Agenda Item:	**23**
Date:	03/12/2015
Time:	10:25:52 AM
Vote Type:	Motion to Approve
Description:	An Ordinance approving a local contribution in the amount of $40,616.00 to the Events Trust Fund in anticipation of reimbursement of up to $294,463.00 from the State Comptroller for eligible expenses related to 2015 Valero Alamo Bowl, authorizing the execution of a reimbursement Agreement with the San Antonio Bowl Association for reimbursement of conference fees totaling up to $253,847.00, contingent upon State reimbursement, and authorizing payment upon the receipt of such funds from the Events Trust Fund. [Ed Belmares, Assistant City Manager; Michael J. Sawaya, Director, Convention & Sports Facilities]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Trevino	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6	x					
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x			x	
Michael Gallagher	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, and San Antonio Bowl Association, a not for profit/501(c)(3) corporation chartered under the laws of the State of Texas ("RECIPIENT").

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 events and other events and the City is utilizing this statutory tool to recoup eligible expenses incurred by RECIPIENT in hosting the 2015 Valero Alamo Bowl ("Event") on January 2, 2015; and

WHEREAS, CITY and RECIPIENT entered a Joinder Agreement related to the Event which was submitted to the State Comptroller as part of the Event Trust Fund application for the Event; 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 shall submit a local contribution in an amount up to $40,616.00; and

WHEREAS, the expenses for conference fees to be submitted to the State Comptroller by CITY were actually paid by RECIPIENT; and

WHEREAS, it is anticipated that CITY will receive a total reimbursement of up to $294,463.00 from the Fund; and

WHEREAS, the goods for which RECIPIENT is seeking reimbursement were provided prior to the Event and CITY desires to reimburse such expenses from the money it receives 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 up to $253,847.00 of RECIPIENT's Event expenses from funds it receives from the State Comptroller through the Fund. If CITY receives less than $294,463.00, then CITY shall first reimburse itself in the amount of up to $40,616.00 for its local contribution, and then reimburse RECIPIENT from the remaining funds.

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. Should the total amount of funds received by CITY from the Fund not cover all of RECIPIENT's reimbursable expenses provided for in Paragraph 1, CITY shall not be liable to RECIPIENT for any additional payment.

3. CITY shall reimburse RECIPIENT the amount due under Paragraph 1 within thirty (30) days of its receipt of its complete disbursement from the Fund.

4. This Agreement is not assignable or transferable.

5. CITY's Director of the Convention and Sports Facilities, 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. RECIPIENT shall maintain all records regarding funding provided by this Agreement for a period of four (4) years after the termination of 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, when such approval is required.

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:
Michael Sawaya	Derrick Fox
Director, Convention and Sports Facilities	San Antonio Bowl Association
200 E. Market Street	100 Montana Street
San Antonio, Texas 78205	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 ____ day of _____ 2015.

CITY OF SAN ANTONIO	**SAN ANTONIO BOWL ASSOCIATION**
_____	_____
Edward Belmares	Derrick Fox
Assistant City Manager	President and CEO
ATTEST:	**APPROVED AS TO FORM:**
_____	_____
City Clerk	City Attorney