

AN ORDINANCE 2008-12-04-1107

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.

* * * * *

WHEREAS, 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 and several City departments directly support SASF activities, including Convention and Visitors Bureau, Convention, Sports and Entertainment Facilities, Parks and Recreation, Public Works and the San Antonio Police Department; and

WHEREAS, the City has worked jointly with the SASF to bring sport-related events to San Antonio, including the 2008 NCAA Men’s Final Four Basketball Tournament in Fiscal Year 2007-08; and

WHEREAS, in Fiscal Year 2008-09, 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); and

WHEREAS, over the past several years, the City has contracted annually with the SASF 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 2008-09 adopted budget allocated \$159,000.00 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 the San Antonio Sports Foundation are authorized and approved.

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

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,

LB
12/04/08
Item #48A

General Ledger 5201040 Fees to Professional Contractors, as part of the Fiscal Year 2008-09 Budget.

SECTION 4. Payment not to exceed \$159,000.00 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.

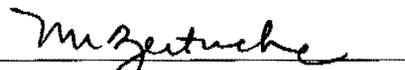
PASSED AND APPROVED this 4th day of December, 2008.


M A Y O R
PHIL HARDBERGER

ATTEST:


City Clerk

APPROVED AS TO FORM:


for City Attorney



Request for
**COUNCIL
ACTION**



Agenda Voting Results - 48B

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 an 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.
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

**2008-2009 PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SAN ANTONIO
AND
THE SAN ANTONIO SPORTS FOUNDATION**

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 20, 2008, and the San Antonio Sports Foundation, 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 Visitor's Bureau, 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 one hundred and fifty nine thousand dollars and no cents (\$159,000.00) 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, 2008, and ending September 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 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 Solicit conventions and meetings of sports-related associations and sports-related activities, in connection with the City's Convention Facilities and the Alamodome;

3.3 Provide support, other than financial, in the development and promotion of citizen and business participation in sports and fitness activities and programs;

3.4 Provide support, other than financial, in the development of athletic and sport programs and facilities in disadvantaged neighborhoods in the San Antonio area;

3.5 Publicly acknowledge the support of the City of San Antonio in connection with any events sponsored or put forth by AGENCY;

3.6 A good faith effort to submit to the Director of the Convention and Visitors Bureau, or his/her designee, for approval prior to distribution, copies of printed materials which are funded, at least in part, by CITY funds and that AGENCY intends to distribute;

3.7 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; and

3.8 Provide a quarterly report outlining status on accomplishments, work in progress and proposed activities. This report will include status of bid and solicitation efforts agreed to in Exhibit A and may include economic value of bid/s, potential room nights and direct spending.

IV.

CITY AND AGENCY COORDINATION

As set forth in Article I, the Director of the Convention and Visitor's Bureau, or their designee, shall administer this Agreement. Prior to each fiscal year, CITY and AGENCY shall conduct a planning session to establish a list of potential bids to be pursued by AGENCY and other expenses allowable under Article V which shall be eligible for CITY reimbursement, taking into consideration prior ongoing bid activities and target events developed by AGENCY. Throughout the fiscal year, AGENCY shall meet with CITY as to the general status of the list and shall obtain CITY's consent for any additions or deletions thereto. A list of the expenses to be funded under this Agreement is attached hereto and incorporated herein as Exhibit A, in a format provided by CITY.

V.

ALLOWABLE EXPENSES

The types of AGENCY costs which shall be considered for payment by CITY shall be limited to preparation of sales packets promoting the San Antonio area, bid fees, presentations to sports groups planning major events, and hosting of representatives for sports events, including travel and professional fees. Administrative costs shall be an allowable expense. Such costs shall include salaries. AGENCY shall use its best efforts to secure competitive prices for all travel, hotel and car rental expenses. Specific expenses which will not be reimbursed include food and beverage, unless directly associated with an official site inspection reception or a sponsored event related to conventions, bid procedures, and hosting obligations.

VI.

BILLINGS

AGENCY shall submit a written invoice/s to the CITY's Convention and Visitors Bureau on a quarterly basis supported by an itemized list of expenses for that billing which are incurred during the contract period. 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 V above.

VII.

MEETINGS

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.

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 detailed invoices, receipts and/or other backup supporting the submitted 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.

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 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, THIS THE _____ DAY OF _____, _____, TO BE EFFECTIVE OCTOBER 1, 2008.

CITY OF SAN ANTONIO

**SAN ANTONIO SPORTS
FOUNDATION**

BY: _____
SHERYL L. SCULLEY
City Manager

BY: 

SUSAN BLACKWOOD
Executive Director

APPROVED AS TO FORM:

ATTEST: _____
City Clerk

City Attorney

Exhibit A
Expenses to be Funded

List of Potential Bids to be pursued during term of this Agreement.

- 2012-2016 NCAA Men's & Women's Final Four Basketball Championships
- NCAA Golf Championships
- AAU Junior Olympic Games
- 2010 or '11 U.S. Taekwondo Championships
- 2010 or '11 U.S. Judo Junior Olympic Championship
- U.S. Fencing Junior Olympics
- Big 12 Conference Championships
- Southland Conference Championships
- River City Classic Volleyball Tournament
- National Junior Volleyball Regional Tournaments
- Texas Junior Volleyball Tournaments
- SpikeFest Volleyball Tournament
- 2009, '10 & '11 Track Coaches Association Meeting
- 2010, '11 UIL Site Football Championships
- 2010 Trampoline and Tumbling Championships
- National Association of Sport Commissions Meetings
- AAU Individual Championships (basketball, softball, martial arts)
- UIL Regional and State Championships
- USOC and NGB meetings

List of previously committed Hosting Obligations to be incurred and/or payable during term of this Agreement.

2008-2009

- 2008 Big 12 Conference Women's Soccer Championship
- 2008 Rock 'N Roll Marathon San Antonio
- 2009 TAAF Games of Texas
- 2009 NCAA Women's D-II Basketball Tournament
- 2009 & '10 NCAA D-II Men's and Women's Soccer Championships
- 2010 NCAA Women's Final Four Basketball Tournament
- 2011 NCAA D-II Swimming & Diving Championships
- 2011 NCAA D-I Women's Volleyball Championship

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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 Agreeemnt.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