LB
11/7/13
Item No. 26

AN ORDINANCE 2013-11-07-0757

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 the Big 12 Conference Soccer Championships, NCAA Division III Men's and Women's Soccer Championships, National Collegiate Fencing Championships, Rock n Roll Marathon and USA Diving Junior West National Championship; and

WHEREAS, over the past several years, the City has contracted annually with the 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 2013-14 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 the Agreement, 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 2014 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 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 7th day of November, 2013.

M A Y O R
Julián Castro

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Michael D. Bernard, City Attorney

Agenda Item:	**26 (in consent vote: 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, , , 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 35)**
Date:	11/07/2013
Time:	11:18:38 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing a one-year Professional Service 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 & Visitors Bureau]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x			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				
Carlton Soules	District 10		x				

EXHIBIT "I"

2013-2014 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 7, 2013, 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, 2013, and ending September 30, 2014, 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 Event Opportunities – work with City on sales, marketing and hosting opportunities for agreed upon events to include;

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"), and;
b. Shall communicate and coordinate with CITY for any additions or deletions thereto;
c. 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;
d. 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;
e. 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;
f. Provide CITY's CVB opportunity to brief AGENCY's Board on an annual basis;
g. Assist CITY in pushing out messaging as needed to target audiences;
h. Provide CITY's CVB opportunity to market and promote San Antonio as a destination to San Antonio Sports coordinated events;

i. Work with CITY to provide opportunity for intercept studies (when appropriate) at events;
j. 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;
k. Link to CITY's CVB outer-market website;
l. Coordination of events in conjunction with CITY;
m. Coordination of volunteers when applicable;
n. Provide CITY's CVB with bronze level sponsorship package and associated benefits at AGENCY's Annual Golf Tournament;
o. Provide CITY's CVB with a sponsor table, preferred seating, and associated benefits at the AGENCY's annual Hall of Fame banquet;
p. Work with CITY's CVB on other jointly agreed upon ancillary events for enhanced marketing purposes;
q. Provide CITY access to AGENCY's volunteers for qualified CITY/CVB events;
r. AGENCY will assist CITY in identifying corporate sponsors for qualified CITY/CVB events;
s. Leverage AGENCY's and CITY's respective databases to further support jointly targeted events;
t. Publicly acknowledge the support of the CITY in connection with any events sponsored or put forth by AGENCY working jointly with CITY; and

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;

4.4 Solicit conventions and meetings of sports-related associations and sports-related activities, in connection with the City's Convention Facilities and the Alamodome;

4.5 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, and;

4.6 Work jointly with AGENCY to identify costs associated to bids and hosting of potential events, as well as develop sales activities including familiarization tours, marketing opportunities, etc;

4.7 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;

4.8 Leverage AGENCY's and CITY's respective databases to further support jointly targeted events;

4.9 Work with AGENCY on facilitation for expense reimbursement for those events related to participation in the State of Texas Events Trust Fund for any allowable expenses. The reimbursement of such expenses shall be governed by a separate agreement. To the extent possible based on available reimbursements from the Events Trust Fund, the provisions of the Reimbursement Guidelines, which are attached hereto and incorporated herein as Exhibit B, shall be reflected in any such agreements.

V.

PAYMENT SCHEDULE

AGENCY shall submit written invoices to the Convention and Visitors Bureau in accordance with the following payment schedule:

- Within 30 days of execution $50,000.00
- January 1, 2014 $50,000.00
- May 1, 2014 $50,000.00
- September 1, 2014 $50,000.00

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. 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 INDEMNIFICAITON 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, THIS THE _____ DAY OF OCTOBER, 2013, TO BE EFFECTIVE OCTOBER 1, 2013.

CITY OF SAN ANTONIO

BY: _____
SHERYL L. SCULLEY
City Manager

SAN ANTONIO SPORTS

BY: _____
RUSS BOOKBINDER
President and CEO

APPROVED AS TO FORM:

ATTEST: _____
City Clerk

_____
City Attorney

Exhibit A

Services Report & FY2014 Opportunities/Projections

FY2013 Delivered Events

- **2012 Rock 'N Roll San Antonio Marathon & Half-Marathon**
- **U.S. Women's Mid-Amateur Golf Championship**
  - Headquarter: Hyatt Hill Country – 591 room nights
- **2012 NCAA Division III Men's & Women's Soccer Championship**
  - Headquarter: Grand Hyatt – 153 room nights; Team: Hyatt Regency – 1,247 room nights
- **2013 NCAA Division II Women's Basketball Championship**
  - Headquarter: Hotel Valencia – 120 room nights; Team: Hyatt Regency – 586 room nights
- **2013 NCAA National Collegiate Fencing Championships**
  - Headquarter: Crowne Plaza – 103 room nights; Participant: Hyatt Regency – 550 room nights
- **2013 USA Junior Diving West Nationals**
  - Headquarter: Double Tree Market Square – 130 room nights
- **2013 Valor Games Southwest**
  - Headquarter: Marriott Plaza – Projected 175 room nights over third week in September.

Total Room Nights Accounted For: 3,655

FY2013 Events Facilitated and/or Serviced

- 2012 Rock 'N Roll San Antonio Marathon & Half-Marathon
- 2013 JailBreak Adventure Race – 985 out-of-town participants

FY2013 Bids Submitted

- **2016 & 2017 NCAA Division I Women's Volleyball Championships (Alamodome)**
  - Minimum of 4,569 room nights through official blocks, not including fan housing – Selection in December
- **2014 – 2017 NCAA Soccer Festival: DI Women's, DII Women's & Men's, DIII Women's & Men's (Toyota Field & UTSA Park West Athletic Complex)**
  - Minimum of 1,870 room nights through official blocks, not including fan housing – Selection in December

FY2014 Events & Services Contracted

- **2013 Rock 'N Roll San Antonio Marathon & Half-Marathon**
- **2013 NCAA Division III Men's & Women's Soccer Championships**
  - Official blocks (Crowne Plaza & Marriott Plaza) – Estimated 1,400+ room nights

- **2014 San Antonio High School All Star Football Game**
  - TBD
- **2014 NCAA Division I Men's Regional Golf Tournament**
  - Headquarter (Hyatt Hill Country) – Estimated 1,160+ room nights
- **2014 All American Sports National Championships**
  - Estimated 8,000+ room nights: 350 out-of-town teams x 8 rooms x 3 nights

FY2015 Events & Services Contracted

- 2015 US Masters Swimming Short Course Championship
- 2015 US Senior Nationals Swim Meet
  2015 US Junior Nationals Swim Meet
- 2015 NCAA Division I Women's Regional Golf Tournament

FY2014 Potential Bids to Pursue

- 2017 – 2020 NCAA Division I Men's & Women's Final Fours (Alamodome)
- U.S. Fencing Junior Olympics
- Southland Conference Championships
- Conference USA Championships
- 2014 Fed Cup and Davis Cup Ties
- 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
- UIL Regional and State Championships (Revisit soccer expansion)
- USOC and NGB meetings
- U.S. Open Taekwondo Championships
- USA Gymnastics American Cup/ VISA Championships
- National Cross Country Championships

San Antonio Sports "Created Events Concept"

At the direction of the San Antonio Sports board of directors, SAS will continue to explore opportunities for creating "home-grown" events that meet the organization's mission, utilize a variety of venues and attract out-of-town visitors to generate an economic impact through room nights and discretionary spending.

- **Bexar County Games** – After a successful, inaugural BCG in 2013, Bexar County has requested a multi-year proposal to renew the partnership for hosting the Games in 2014 and beyond. In addition to soccer, swimming, track & field and basketball, SAS will work to expand the Games with the addition of baseball and a marketing effort in Mexico to attract more out-of-town participants.

- **High School Soccer Showcase** – As a part of the 2014 – 2017 NCAA bid process, San Antonio will be proposing to host 5 out of the 6 championships utilizing two of our communities' newest facilities. If awarded, SAS will create a youth and high school soccer showcase tournament to run in conjunction with the NCAA soccer events at the S.T.A.R. Soccer Complex. A marketing campaign will be created to draw college coaches from across the country to attend the Championships and utilize the youth showcase as a recruiting opportunity. We would project 200+ teams in the first year based on what past host cities have achieved. This would generate additional room nights at airport properties on top of the NCAA room blocks.

- **High School All Star Football Game** - As part of the recent acquisition of the Kids Sports Network, San Antonio Sports has taken over operations of the San Antonio High School All-Star Football Game. For 35 years this game has served as a celebration of successful high school careers and a final opportunity for area players to earn college scholarships. In 2014, this traditional spring event will move to the first week in January to improve the chances for participants to earn college scholarship opportunities. San Antonio Sports is working with All American Games to turn the first week in January into National Football Week in San Antonio. As part of the week's activities, local All-Stars will play against select teams from Canada and Europe, followed later in the week by the traditional East versus West game right after the Army All-American Bowl in the Alamodome on January 4. The games will be promoted to college coaches of all levels, inviting them to San Antonio to scout participants. Throughout 2014, SAS will implement a national combine system that qualifies finalist from around the country to be invited to San Antonio in late December. The national combine could bring as many as 3,000 young athletes to spend the week in San Antonio competing.

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 Statues 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.