LB
10/15/15
Item No. 16

AN ORDINANCE 2015-10-15-0878

APPROVING A ONE-YEAR PROFESSIONAL SERVICES AGREEMENT 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 FOR A TOTAL AMOUNT NOT TO EXCEED $250,000.00.

* * * * *

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 2015, the US Masters Swimming Spring Nationals, NCAA Division I Women's Golf Regional, UIL High School Basketball Championships, and the Rock n Roll Marathon; 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 2016 adopted budget allocated $250,000.00 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 a Professional Services Agreement with SAS as described above, 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. An amount up to $250,000.00 is available and encumbered in Fund 29006000, Cost Center 4304010005 and General Ledger 5201040 and is authorized to be paid to San Antonio Sports upon issuance of a purchase order. All expenditures will be in accordance with the Fiscal Year 2016 budget approved by City Council.

SECTION 3. 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 4. This Ordinance shall take effect immediately upon the receipt of eight affirmative votes; otherwise it shall be effective ten days after its passage.

LB
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Item No. 16

PASSED AND APPROVED this 15th day of October, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Letitia M. Vacek
City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda
Acting City Attorney

Agenda Item:	**16 (in consent vote: 5, 6, 8, 9, 10, 11A, 11B, 12, 13, 15, 16, 17, 19, 20, 22A, 22B)**
Date:	10/15/2015
Time:	10:05:50 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the execution of a one-year Professional Services Agreement 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 for a total amount not to exceed $250,000.00. [Lori Houston, Assistant City Manager; Casandra Matej, Director, Convention & Visitors Bureau]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				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				
Michael Gallagher	District 10		x			x	

Agenda Item:	**16 (in consent vote: 5, 6, 8, 9, 10, 11A, 11B, 12, 13, 15, 16, 17, 19, 20, 22A, 22B)**
Date:	10/15/2015
Time:	10:50:31 AM
Vote Type:	Motion to Reconsider
Description:	An Ordinance authorizing the execution of a one-year Professional Services Agreement 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 for a total amount not to exceed $250,000.00. [Lori Houston, Assistant City Manager; Casandra Matej, Director, Convention & Visitors Bureau]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	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				x
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	

Agenda Item:	**16 (in consent vote: 5, 6, 8, 9, 10, 11A, 11B, 12, 15, 16, 17, 18, 19, 20, 22A, 22B)**
Date:	10/15/2015
Time:	10:51:02 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the execution of a one-year Professional Services Agreement 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 for a total amount not to exceed $250,000.00. [Lori Houston, Assistant City Manager; Casandra Matej, Director, Convention & Visitors Bureau]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	District 2		x			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				
Michael Gallagher	District 10		x				

Exhibit I

2015-2016 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 September 17, 2015, 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; (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; and (iv) assist CITY in managing the jointly contracted organization that is selected in efforts towards production of a Marathon, Half Marathon and associated health expo (EVENT) currently under solicitation, for and in consideration of payment of a sum not to exceed two hundred and fifty thousand dollars and no cents ($250,000.00) and other obligations for services provided by AGENCY hereinafter undertaken on part of CITY. CITY is also committing an additional two hundred thousand dollars and no cents ($200,000.00) to assist in leveraging the marketing and promotion of the EVENT, of which the CITY will administer and negotiate directly with selected respondent for the production of the EVENT in 2016. 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 fifteen (15) month period, commencing October 1, 2015, and ending December 31, 2016, 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 Assist the CITY in managing the jointly contracted organization that is selected in efforts towards production of a Marathon, Half Marathon and associated health expo (EVENT) that is currently under solicitation as of the execution of this agreement;

3.4 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.

3.5 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 $250,000.00 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;

4.3 CITY is committing an additional two hundred thousand dollars and no cents ($200,000.00) to assist in leveraging the marketing and promotion of the Marathon, Half Marathon and associated expo (EVENT), of which the CITY will administer and negotiate directly with selected respondent for the production of the EVENT in 2016.

4.4 Take lead in soliciting 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.

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, 2016	$50,000.00
• April 1, 2016	$50,000.00
• July 1, 2016	$50,000.00
• October 1, 2016	$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, TO BE EFFECTIVE OCTOBER 1, 2015.

CITY OF SAN ANTONIO

_____

SHERYL L. SCULLEY
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

SAN ANTONIO SPORTS

_____

RUSS BOOKBINDER
President and CEO

Exhibit A

Services Report & FY2016 Opportunities/Projections

FY2015 Delivered Events

- Copa Rayados Bexar County Games Soccer – 3,165 room nights
- Valor Games Southwest – 320 room nights
- Big 12 Women's Golf Championship – 196 room nights
- U.S. Masters Spring Nationals – 4,408 room nights
- NCAA DI Women's Golf Regionals – 493 room nights
- USA Swimming Speedo Jr. Nationals – Pending
- USA Swimming Phillips 66 Nationals – Pending
- All Can Ski – 16 room nights
- Valor Games Southwest (held twice in same FY) – 320 room nights

Total Room Nights Accounted For: TBD (FY14 – 8,611)

FY2015 Bids Submitted

- 2018 – 2020 NCAA Final Four – Awarded, 2018
- 2015 Super Series Winter Nationals Baseball (Dec.) – Awarded
- 3v3 Live Soccer West Nationals (Dec.) – Awarded
- 2016 USA Diving Synchronized National Championships (April) – Awarded
- 2017 USA Diving National Championships (August) – Pending
- 2016 COPA ESPN National Soccer Championship (June) – Pending

FY2016 Events & Services Contracted/Supported

- **2016 Valor Games Southwest (September - TBD)**
  - Projected room nights: 320
- **2015 Copa Rayados Bexar County Games Soccer, November 25 – 29**
  - Projected room nights: 3,000+
- **2015 Rock 'N' Roll San Antonio Marathon & Half Marathon, December 4 – 6**
- **2015 Bexar County Games Super Series Winter Nationals**
  - Projected room nights: 600+
- **2016 NCAA National Convention**
- **2016 San Antonio High School All-Star Football Game & U.S. Army All-American Bowl, January 9**
  - Projected room nights for SAS ASG – 25+
- **2016 UIL State Boys & Girls Basketball Tournaments, March 3 – 5 & March 10 – 12**
- **2016 Big 12 Women's Golf Championship**
  - Projected room nights: 200

FY2017 Events & Services Contracted

- Bexar County Games Basketball

FY2016 Potential Bids to Pursue

- 2020 Olympic Trials
- 2018+ NCAA Championships (DI Volleyball, Basketball, Soccer & Cross Country)
- U.S. Fencing Events
- USA Swimming Events
- Pan Am Masters Swimming Championships
- Southland Conference Championships
- Conference USA Championships
- 2017 & 2018 USA Volleyball – Girls 18's Championships
- 2016 Fed Cup and Davis Cup Ties
- 2017+ USA Judo National Events
- 2016 & 2017 U.S. Figure Skating Synchronized Championships
- 2017 – 2019 USA Rugby Collegiate Championships
- AAU Individual Championships
- USA Track & Field Masters Events (no regional rotation to wait on)
- USA Ultimate Frisbee
- USOC and NGB meetings
- 2022 Gay Games
- FIBA Basketball Events
- 2017+ USA Diving Events
- 2017 & 2018 USA Water Polo Olympic Development National Championships