

AN ORDINANCE 2006-01-05-19

**AUTHORIZING THE EXECUTION OF A ONE-YEAR PROFESSIONAL SERVICES AGREEMENT, IN AN AMOUNT NOT TO EXCEED \$150,000.00, WITH THE SAN ANTONIO SPORTS FOUNDATION TO SUPPORT THE SOLICITATION OF SELECT AMATEUR REGIONAL, NATIONAL, AND INTERNATIONAL SPORTING EVENTS; AND PROVIDING FOR PAYMENT.**

\* \* \* \* \*

**WHEREAS**, the San Antonio Sports Foundation (“SASF”), through its members, has worked in joint partnership with the City on establishing San Antonio as a premier host city for sporting events and several City departments directly support the SASF’s activities, including the Alamodome, the Convention Facilities Department, the Convention and Visitor’s Bureau, the Parks and Recreation Department, the Public Works Department and the San Antonio Police Department; and

**WHEREAS**, as examples of the successes of this cooperative effort, the SASF has indicated that they accounted for 10,000 room nights during the last year and the SASF and the City recently secured the NCAA Women’s Volleyball Championship to be held in December 2005 and the NCAA Women’s Regional Basketball Tournament to be held in March 2006, which together are estimated to bring in 10,000 out of town attendees for approximately 12,000 room nights; 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 therefore the Fiscal Year 2005-2006 adopted budget allocated \$150,000.00 for the recurring program in the current fiscal year; **NOW THEREFORE:**

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

**SECTION 1.** The City Manager or her designee is hereby authorized to execute a one-year professional services agreement, in an amount not to exceed \$150,000.00, with the San Antonio Sports Foundation to support the solicitation of select amateur regional, national, and international sporting events. A copy of said Agreement, previously executed by the SASF, is attached to this Ordinance as Exhibit I.

**SECTION 2.** Funds for this expenditure are available in Cost Center 4304010005, S&S - SASF:BASE PROG, General Ledger 5201040, Fees to Professional Contractors.

**SECTION 3.** Payment not to exceed \$150,000.00 is authorized to the San Antonio Sports Foundation and should be encumbered on the issuance of a purchase order.

LB  
01/05/06  
Item# 40A

**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.

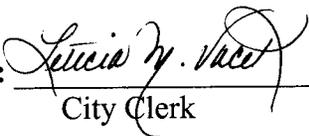
**SECTION 5.** This Ordinance shall be effective on and after the tenth day after passage.

**PASSED AND APPROVED** this 5<sup>th</sup> day of January 2006.



M A Y O R

PHIL HARDBERGER

ATTEST:   
City Clerk

APPROVED AS TO FORM:   
for City Attorney

Exhibit

I

**2005-2006 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 January 5, 2006, 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 thousand dollars and no cents (\$150,000.00) 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 Visitor's 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, 2005, and ending September 30, 2006, 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; and

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.

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 Bureau supported by photocopies of all applicable invoices and/or receipts. 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.

**REPORTS**

AGENCY shall submit, upon request, but in no event more than once a month, written reports to the Convention and Visitors Bureau detailing accomplishments, work in progress and proposed activities.

IX.

**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 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.

X.

**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.

XI.

**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.

XII.

**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.

XIII.

**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.

XIV.

**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.

XV.

**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.

XVI.

**ASSIGNMENT**

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

XVII.

**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, 2005.

**CITY OF SAN ANTONIO**

BY: \_\_\_\_\_  
**SHERYL SCULLEY**  
City Manager

**SAN ANTONIO SPORTS  
FOUNDATION**

BY: *Susan Blackwood*  
**SUSAN BLACKWOOD**  
Executive Director

APPROVED AS TO FORM:

ATTEST: \_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

Exhibit A: Expenses to Be Funded

**Exhibit A**  
**Expenses to be Funded**

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

- 2006 U18 Tournament of the Americas Basketball
- 2007 U.S. Taekwondo Junior Olympic Championship
- 2007 U.S. Judo Junior Olympic Championship
- 2007, 2008 & 2009 Big 12 Conference Women's Soccer Championship
- Big 12 Conference Championships
- Regional & National Championship event (to be created)
- Southland Conference Championships
- River City Classic Volleyball Tournament
- National Junior Volleyball Regional Tournaments
- Texas Junior Volleyball Tournaments
- 2009 Track Coaches Association Meeting
- 2006 or 2007 Trampoline and Tumbling Championships
- National Association of Sport Commissions Meetings
- Crestline 3-on-3 Soccer Tournament
- Texas-Mexico Games
- AAU Individual Championships (basketball, softball, martial arts)
- AAU Junior Olympics
- AAU Sports Festival
- UIL Texas High School Coaches Association Annual Meeting
- UIL Regional and State Championships
- UIL Common Site Football Championships
- USOC and NGB Meetings

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

2005-2010

- 2005 and 2006 Big 12 Women's Soccer Championship
- 2005 NCAA Division I Women's Volleyball Tournament
- 2006 USA Gymnastics Regional Championship
- 2006 NCAA Women's Midwest Regional Basketball Tournament
- 2007 NCAA Men's Regional Basketball Tournament
- 2008 NCAA Men's Final Four Basketball Tournament
- 2008 & 2009 TAAF Games of Texas
- 2010 NCAA Women's Final Four Basketball Tournament

Allowable expenses - Article V.

- All other allowable expenses referenced under article V are eligible during the term of this Agreement.