


**CITY OF SAN ANTONIO  
CONVENTION & VISITORS BUREAU  
INTERDEPARTMENTAL CORRESPONDENCE**

**TO:** Mayor and City Council

**THROUGH:** Terry M. Brechtel, City Manager

**CC:** Roland A. Lozano, Assistant to the City Manager

**FROM:** Melvin Tennant, Director, CAE   
Convention & Visitors Bureau

**SUBJECT:** Authorizing: Execution of Professional Service Agreement with the San Antonio Sports Foundation for \$150,000 base program; and Execution of Professional Service Agreement with the San Antonio Sports Foundation for \$350,000 augmenting the base program

March 25, 2004

**SUMMARY AND RECOMMENDATIONS:**

This ordinance authorizes:

- A. 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 amateur regional, national, and international sporting events, and conventions and meetings of sports-related associations; and
- B. the execution of a one-year professional services agreement with the San Antonio Sports Foundation in an amount not to exceed \$350,000.00, augmenting the base program, to support the direct solicitation of events, including hosting obligations, site inspections and bid fees in order to secure amateur regional, national, and international sporting events, conventions and meetings of sport-related associations for San Antonio. Additionally, establishing a four (4) year renewal option extending through September 30, 2008 for a yearly amount of \$350,000.00 that shall be reduced commensurate with the percentage of the total amount of the State of Texas Comptroller's estimate (\$5,000,000) actually reimbursed to the CITY, subject to future City Council of the City of San Antonio approval. The funding for each year of this renewal term is subject to annual budgetary appropriation.

Staff recommends approval.

**BACKGROUND:**

The San Antonio Sports Foundation, through its members, has worked aggressively on establishing San Antonio as a premier host city for sporting events. As evidence to their success, the City has experienced several major sporting events.

The list of last year's events includes National Collegiate Athletic Association (NCAA) Men's Regional Basketball Tournament, Big 12 Women's Soccer Championship, Sports Hall of Fame,

Roundball Ruckus, U.S. Anti-Doping Meeting, Western Athletic Swimming & Diving Competition, and Southern Zone Swim Meet.

The 2004 NCAA Men's Final Four Championship Basketball tournament is currently scheduled at the Alamodome in April 2004. In addition, an NCAA Men's Basketball Regional and an NCAA Men's Final Four Championship Basketball tournament is committed and scheduled for 2007 and 2008 respectively.

Other events in current or future years include the 2004 U.S. Open Swimming Championships, Big 12 Women's Soccer Championship in 2004, 2005 & 2006, and 2010 NCAA Women's Final Four Basketball Tournament.

Over the past several years, the City has contracted with the San Antonio Sports Foundation to assist in bringing sport-related events to San Antonio. The FY 2002-03 adopted budget allocated \$150,000 for the recurring program in the current fiscal year.

As part of the FY 2002-03 adopted budget, City Council re-allocated \$350,000 from the Pan American Games reserve to the San Antonio Sports Foundation to assist in their efforts in securing amateur international and regional competitive sporting events, conventions, and meetings of sport-related associations. The \$350,000 in FY 2004 represents a continuation of this augmented program, which was and shall continue to be contingent upon funding availability.

#### **POLICY ANALYSIS:**

There are several "showcase" sporting events held both in America and abroad. These events offer an opportunity for excellent exposure for a community. Events such as the Final Four 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 our city as an option for their own meeting needs.

The annual agreement provides a service to the city that would otherwise need to be met by city staff at an additional cost. For example, the SASF as a private entity can act as guarantor for attendance to transient events which are produced by not for profit organizations.

#### **FINANCIAL IMPACT:**

This ordinance allows for 1) a professional services agreement with the SASF through September 30, 2004 in an amount not to exceed \$150,000 stipulating the use of funds under "Allowable Expenses" such as administrative costs, professional fees, bid fees and salaries; and 2) a professional services agreement with the San Antonio Sports Foundation through September 30, 2003 in an amount not to exceed \$350,000. Additionally, in the event that the CITY receives the full amount of reimbursement indicated in the State of Texas Comptroller's estimate (\$5,000,000) issued pursuant to Article 5190.14, Section 5A (Vernon's Texas Civil Statutes), this agreement shall be renewed for an additional four (4)-year period, extending it until September 30, 2008, subject to future City Council of the City of San Antonio approval. In the event that the CITY receives partial reimbursement from Other Events Trust Fund Account for the 2004 NCAA Final Four Men's Basketball Championship, this Agreement shall be renewed for an additional four (4)-year period for a yearly amount that shall be reduced according to the percentage of the total amount of the State of Texas Comptroller's estimate actually reimbursed to the CITY, extending it until September 30, 2007, subject to future City Council of the City of San Antonio approval. The funding for each year of this renewal term is subject to annual budgetary appropriation by the then acting City Council of the City of San Antonio.

This Agreement is funded fully through the Community and Visitor Facility Fund and therefore has no impact on the City's General Fund.

**COORDINATION:**

This item has been coordinated through the City Attorney's office and the Convention & Visitors Bureau.

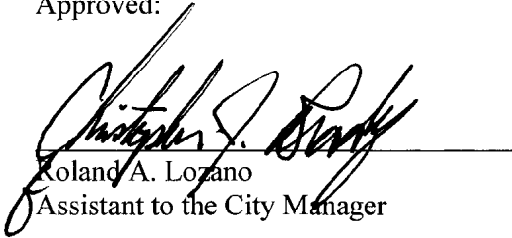
**SUPPLEMENTAL COMMENTS:**

The San Antonio Sports Foundation is a not for profit organization therefore Ethics Disclosure forms are not required.



Melvin Tennant, Director, CAE  
Convention & Visitors Bureau

Approved:

  
Roland A. Lozano  
Assistant to the City Manager

Terry M. Brechtel  
City Manager

February 19, 2004

Ms. Terry Brechtel  
City Manager  
City of San Antonio  
P.O. Box 839966  
San Antonio, Texas 78282

Dear Terry:

On behalf of the San Antonio Sports Foundation, allow me to express my gratitude to you for meeting with SALOC Chairman Pat Frost and me about the ongoing support from the City of San Antonio for the San Antonio Sports Foundation and our success in generating economic impact for the city.

Our efforts to bid and host events have been greatly enhanced due the increased support received from the three-year commitment made by City Council after the Pan American Games bid efforts. Our financial stability enabled us to be successful on many fronts to include landing another two NCAA Final Fours and two Regional basketball tournaments.

Also in 2003, the Foundation leveraged its Texas State guarantee fund legislation passed in 1999 to persuade the Texas Legislature to pass a more profound bill, which will result in a rebate back to the city of San Antonio at approximately \$5 million dollars of direct visitor spending during the 2004 NCAA Final Four. According to the Legislation, these funds can be used to reimburse 2004 NCAA Final Four expenses for the bid and event operations and to enhance the facility for the event. We have asked the City of San Antonio to earmark these funds for the improvements needed in the Alamodome which were a part of our bid commitment for the 2008 NCAA Men's Final Four that was awarded in the summer of 2003.

In return for the Foundation foregoing at this time direct reimbursement of the bid and event expenses in the amount of nearly \$2 million dollars, the Board has authorized me to execute an agreement with the City of San Antonio, which would extend the \$500,000 annual funding to the Foundation through the budget year 2007-08. We are asking that the current agreement between the City of San Antonio and the San Antonio Sports Foundation be written to reflect this request. We are also requesting that this matter be brought before Council for their approval at

your earliest opportunity as the Foundation has been without this needed support for this current fiscal year and will find itself unable to meet some of the hosting obligations for the 2004 NCAA Final Four if this contract is not promptly executed.

We really appreciate your continued support and the prompt action of your staff.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jim", is written over a circular stamp or seal.

Jim Callaway  
Chairman  
San Antonio Sports Foundation

**2003-2004 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 March 25, 2004, 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**

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, 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. 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, 2003, and ending September 30, 2004, 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; and

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 the Foundation.

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.

### IV.

#### CITY AND AGENCY COORDINATION

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.

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, 2003.

**CITY OF SAN ANTONIO**

BY: \_\_\_\_\_  
**TERRY M. BRECHTEL**  
City Manager

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

**SAN ANTONIO SPORTS  
FOUNDATION**

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

APPROVED AS TO FORM:

\_\_\_\_\_  
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.

- Big 12 Conference Basketball Championships
- Big 12 Conference Championships
- Southland Conference Championships
- NCAA Frozen Four Tournament
- 2011 Pan American Games
- NCAA I-AA Football Championship
- National Junior Volleyball Regional Tournaments
- Texas Junior Volleyball Tournaments
- 2008 Olympic Swimming Trials
- National Association of Sport Commissions Meetings
- U.S. Taekwondo Junior Olympics
- Crestline 3-on-3 Basketball Tournament
- Texas-Mexico Games
- Texas State Games
- AAU Sports Festival
- AAU Junior Olympics Track & Field
- 2005 UIL Texas High School Coaches Association Annual Meeting
- UIL Regional and State Championships
- UIL Common Site Football Championships

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

2003-2008

- 2004 NCAA Men's Final Four Tournament
- 2004 U.S. Open Swimming Championships
- 2004, '05, '06 Big 12 Women's Soccer Championship
- 2005 NCAA Women's Volleyball Tournament
- 2006 NCAA Women's Midwest Regional Basketball Tournament
- 2007 NCAA Men's Regional Basketball Tournament
- 2008 NCAA Men's Final Four Basketball Tournament
- 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.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF SAN ANTONIO AND  
THE SAN ANTONIO SPORTS FOUNDATION  
FOR SITE VISITS AND HOSTING OBLIGATIONS**

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 March 25, 2004, 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**

For and in consideration of payment of a yearly sum, subject to the provisions of Article II below, not to exceed three hundred and fifty thousand dollars and no cents (\$350,000.00) and other obligations hereinafter undertaken on part of 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. 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 duplication of efforts and to 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 initial term of this Agreement shall be for a period of one (1) year, commencing October 1, 2003, and ending September 30, 2004, 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.

In the event that the CITY receives the full amount of reimbursement from the Other Events Trust Fund Account for the 2004 NCAA Final Four Men's Basketball Championship indicated in the State of Texas Comptroller's estimate (\$5,000,000) issued pursuant to Article 5190.14, Section 5A (Vernon's Texas Civil Statutes), this Agreement shall be renewed for an additional four (4)-year period, extending it until September 30, 2008, subject to future City Council of the City of San Antonio approval. In the event that the CITY receives partial reimbursement from Other Events Trust Fund Account for the 2004 NCAA Final Four Men's Basketball Championship, this Agreement shall be renewed for an additional four (4)-year period for a yearly amount that shall be reduced according to the percentage of the total amount of the State of Texas Comptroller's estimate actually reimbursed to the CITY, extending it until September 30, 2008, subject to future City Council of the City of San Antonio approval. The funding for each year of this renewal term is subject to annual budgetary appropriation by the then acting City Council of the City of San Antonio.

### **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 Publicly acknowledge the support of the City of San Antonio in connection with any events sponsored or put forth by the Foundation.

3.4 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.

3.5 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.

**CITY AND AGENCY COORDINATION**

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 which shall be eligible for CITY reimbursement. This list shall also contain references to hosting obligations committed to in prior years with associated costs to be incurred during the term of this Agreement. Throughout the fiscal year, AGENCY shall meet with CITY as to the general status of the list and shall obtain CITY's consent as to 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.

V.

**ALLOWABLE EXPENSES**

The types of AGENCY costs which shall be considered for payment by CITY shall be limited to the solicitation of future events and hosting obligations. For the purposes of this Agreement, hosting obligations shall be defined as obligations made during the solicitation period as enhancements to the bid package utilized to book a particular event. No expenses other than those directly related to hosting obligations, bid fees, production of bid packets, site visits, professional fees and other direct expenditures associated with the solicitation of applicable sports events and sports conventions shall be paid by the CITY under this Agreement. Travel expenses shall be limited to transportation and lodging and AGENCY shall use its best efforts to secure competitive prices for all travel, hotel and car rental expenses. Only salaries and benefits of AGENCY employees directly related to the solicitation of applicable sports events and sports conventions shall be allowable expenses under this Agreement. Specific expenses which will not be reimbursed are administrative costs and salaries of AGENCY employees which are not directly related to solicitation. In addition, food and beverage will not be reimbursed, unless directly associated with an official site inspection, reception or a sponsored event related to hosting obligations. Only such allowable expenses incurred or becoming payable during the term of this Agreement shall be paid by the City.

No more than one hundred and seventy five thousand dollars and no cents (\$175,000.00) of the total amount of this Agreement shall be used to fund hosting obligations for events which were solicited and booked prior to the commencement of the term of this Agreement.

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.

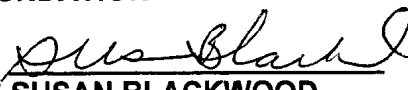
The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

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, 2003.

**CITY OF SAN ANTONIO**

**SAN ANTONIO SPORTS  
FOUNDATION**

BY: \_\_\_\_\_  
**TERRY M. BRECHTEL**  
City Manager

BY:   
**SUSAN BLACKWOOD**  
Executive Director

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

APPROVED AS TO FORM: \_\_\_\_\_  
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.

- Big 12 Conference Basketball Championships
- Big 12 Conference Championships
- Southland Conference Championships
- NCAA Frozen Four Tournament
- 2011 Pan American Games
- NCAA I-AA Football Championship
- National Junior Volleyball Regional Tournaments
- Texas Junior Volleyball Tournaments
- 2008 Olympic Swimming Trials
- National Association of Sport Commissions Meetings
- U.S. Taekwondo Junior Olympics
- Crestline 3-on-3 Basketball Tournament
- Texas-Mexico Games
- Texas State Games
- AAU Sports Festival
- AAU Junior Olympics Track & Field
- 2005 UIL Texas High School Coaches Association Annual Meeting
- UIL Regional and State Championships
- UIL Common Site Football Championships

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

##### 2003-2008

- 2004 NCAA Men's Final Four Tournament
- 2004 U.S. Open Swimming Championships
- 2004, '05, '06 Big 12 Women's Soccer Championship
- 2005 NCAA Women's Volleyball Tournament
- 2006 NCAA Women's Midwest Regional Basketball Tournament
- 2007 NCAA Men's Regional Basketball Tournament
- 2008 NCAA Men's Final Four Basketball Tournament
- 2010 NCAA Women's Final Four Basketball Tournament