

CONSENT AGENDA
ITEM NO. 26

CITY OF SAN ANTONIO
CONVENTION & VISITORS BUREAU
CITY COUNCIL AGENDA MEMORANDUM

TO: Mayor and City Council

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

SUBJECT: Authorizing: Execution of a Professional Service Agreement with the San Antonio Sports Foundation; and an Extension Agreement and First Amendment of the augmented program

DATE: March 10, 2005

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 select amateur regional, national, and international sporting events; and
- B. the execution of an Extension Agreement and First Amendment to the Professional Services Agreement with the San Antonio Sports Foundation for the direct solicitation of sports events and meetings, site visits, and hosting obligations, exercising the first year of a four (4) year renewal option, 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. Future extensions of this agreement are 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 INFORMATION:

The San Antonio Sports Foundation (SASF), through its members, has worked on establishing San Antonio as a premier host city for sporting events. Several City Departments directly support the SASF activities including Alamodome, Convention Facilities, Convention & Visitors Bureau, Parks & Recreation, Public Works and the San Antonio Police Department.

Recently, the SASF and the City secured the United States Junior Olympic Taekwondo Championships and will be hosting this event in June of 2005. It is currently estimated this event will bring in approximately 5,000 out of town attendees with approximately 8,100 room nights.

The SASF indicated they accounted for 10,000 room nights during the last year. The Convention and Visitors Bureau (CVB) has had extensive meetings with the SASF staff to discuss ways to increase productivity and accountability. The SASF has indicated a willingness to work more closely with the CVB to approach sports sales opportunities in a more business like manner. This will include the creation of an active sports prospect list (that the CVB will incorporate into our database), a marketing plan and sales collateral materials for potential customers. We will incorporate additional accountability measures to be included.

Over the past several years, the City has worked jointly with the San Antonio Sports Foundation to bring sport-related events to San Antonio. The FY 2004-05 adopted budget allocated \$150,000 for the recurring program in the current fiscal year.

In FY 2002-03, 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.

As part of the FY 2003-04 adopted budget, City Council allocated \$350,000 as a continuation of this augmented program, and established a four (4) year renewal option extending through September 30, 2008 for a yearly amount of \$350,000.00 that was tied to the State of Texas Comptroller's estimate (\$5,000,000) proposed reimbursement to the City.

In FY 2004-05, in anticipation the City would receive the full reimbursement amount, City Council allocated \$350,000 as a continuation of this augmented program. In January of 2005, the City received the full amount from the State allowing for the renewal options of this agreement to be executed pending future City Council approval.

POLICY ANALYSIS:

There are several "showcase" sporting events held both in America and abroad. These events offer an opportunity for excellent exposure to a community. Events such as the Final Four 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.

FISCAL IMPACT:

This ordinance allows for 1) a professional services agreement with the SASF through September 30, 2005 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) an Extension Agreement and First Amendment to the Professional Services Agreement with

the San Antonio Sports Foundation for the direct solicitation of sports events and meetings, site visits, and hosting obligations, through September 30, 2005 in an amount not to exceed \$350,000.


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

COORDINATION:

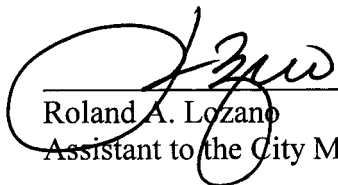
This item has been coordinated through the City Attorney's office and the Convention & Visitors Bureau.

SUPPLEMENTAL COMMENTS:


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

 (MT)

Melvin Tennant, Director, CAE
Convention & Visitors Bureau



Roland A. Lozano
Assistant to the City Manager



fr J. Rolando Bono
Interim City Manager

STATE OF TEXAS X EXTENSION AGREEMENT AND FIRST AMENDMENT
 X TO THE PROFESSIONAL SERVICES AGREEMENT
 X WITH THE SAN ANTONIO SPORTS FOUNDATION
COUNTY OF BEXAR X FOR SITE VISITS AND HOSTING OBLIGATIONS

THIS INSTRUMENT is made and entered into by and between the City of San Antonio ("CITY") and the San Antonio Sports Foundation ("AGENCY").

WHEREAS, under authority granted by Ordinance No. 99011, passed and approved on March 25, 2004, CITY and AGENCY entered into a Professional Services Agreement ("Original Agreement") for the purpose of providing services related to the direct solicitation of amateur regional, national and international sporting events, conventions and meetings of sports-related associations. The Original Agreement provided for an initial term of one year which ended on September 30, 2004, and renewal options for four years, through September 30, 2008; and

WHEREAS, the City Council of the City of San Antonio has expressed its commitment to extend the Original Agreement with AGENCY for the first year of the four available renewal options pursuant to Ordinance No. _____, passed and approved on February __, 2005; NOW THEREFORE,

The Parties agree as follows:

1.01 Based on the applicable provisions authorizing an extension and subject to the terms and conditions set out in this Extension Agreement and First Amendment and Ordinance No. _____, the Parties hereto mutually agree to exercise the first year of the four available renewal options and extend their Original Agreement, entered into upon authority granted in Ordinance No. 99011, and said Original Agreement shall now have a termination date of September 30, 2005.

2.01 Article IV shall be amended by adding the following sentence:
"CITY and AGENCY shall review and update the list on an annual basis and AGENCY shall provide CITY a six-month and year-end summary report of the status of the events listed." An updated Exhibit A is attached hereto and incorporated into the Original Agreement for all purposes.


3.01 The Parties agree and understand that, except as modified herein, all terms and conditions contained in the Original Agreement entered into under the authority of Ordinance No. 99011 shall remain in full force and effect.

EXECUTED AND SIGNED this _____ day of _____, 2005.

CITY OF SAN ANTONIO

SAN ANTONIO SPORTS FOUNDATION

J. Rolando Bono
Interim City Manager



Name: Susan Blackwood
Title: Executive Director

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

Exhibit A
Expenses to be Funded

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

- 2008 U.S. Olympic Trials for Swimming
- Big 12 Conference Championships
- Southland Conference Championships
- 2011 Pan American Games
- River City Classic Volleyball Tournament
- National Junior Volleyball Regional Tournaments
- Texas Junior Volleyball Tournaments
- 2006 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
- Texas State Games
- AAU Junior Olympics
- 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 U.S. Taekwondo Junior Olympic Championship
- 2005 Texas High School Coaches Association Annual Meeting
- 2005 Kick It Soccer Shootout Regional Qualifier
- 2005 NCAA Division I 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

**2004-2005 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 February __, 2005, 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, 2004, and ending September 30, 2005, 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, 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, 2004.

CITY OF SAN ANTONIO

BY: _____

J. ROLANDO BONO
Interim City Manager

SAN ANTONIO SPORTS
FOUNDATION

BY: *Susan Blackwood*

SUSAN BLACKWOOD
Executive Director

ATTEST: _____

City Clerk

City Attorney

Exhibit A: Expenses to Be Funded

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Allowable expenses - Article V.

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