

AN ORDINANCE 2016-08-18-0619

**AUTHORIZING THE EXECUTION OF AN
AMENDMENT TO THE SPORTS LICENSE
AGREEMENT WITH SAN ANTONIO ELITE, A YOUTH
SOCCER ACADEMY, TO EXPAND THE LICENSED
PREMISES; NO CITY FUNDS ARE ASSOCIATED
WITH THIS ACTION.**

* * * * *

WHEREAS, the San Antonio Elite, a Youth Soccer Academy (League) has had a sports license agreement with the Parks and Recreation Department for over 12 years for the development, use and maintenance of park property located at 1600 E. Bitters Road (Premises) which is leased from the Aviation Department; and

WHEREAS, during this time, the licensed area has been increased to 14.2455 acres in order to accommodate League growth resulting in the development of additional soccer fields; and

WHEREAS, currently, the League serves over 1,000 youth on a weekly basis and hosts over 13,000 youths from across the state during regional tournaments at its eight (8) soccer fields located on the Premises; and

WHEREAS, this Amendment No. 1 to the license agreement will accommodate the League's continued growth by adding 0.49 acres to the Premises which is needed in order to expand the League's parking amenities to accommodate league participants; and

WHEREAS, the League will be responsible for all construction, repair and on-going maintenance of parking improvements on the expanded Premises; and

WHEREAS, when not in use by the League, the soccer fields and expanded parking area will be available for use to the public resulting in increased opportunities for youth recreation; and

WHEREAS, the term of the amended license agreement will end on February 28, 2019 with a renewal option of an additional term of five (5) years; and

WHEREAS, all other terms and conditions of the current license agreement will remain in effect;
NOW THEREFORE:

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

SECTION 1. The City Manager or her designee, or the Director of the Department of Parks and Recreation or his designee, is authorized to execute the amendment to the Sports License Agreement with San Antonio Elite, a Youth Soccer Academy, to expand the licensed premises; no City funds are associated with this action. A copy of the amended license agreement, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment I**.

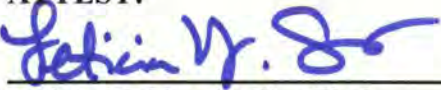
SECTION 2. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, 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 3. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 18th day of August, 2016.

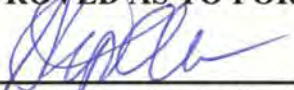

M A Y O R
Ivy R. Taylor

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Martha G. Sepeda, Acting City Attorney

Agenda Item:	21 (in consent vote: 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22)						
Date:	08/18/2016						
Time:	09:17:28 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the execution of an Amendment to the Sports License Agreement with San Antonio Elite, a Youth Soccer Academy, to expand the licensed premises; no City funds are associated with this action. [María Villagómez, Assistant City Manager; Xavier D. Urrutia, Director, Parks & Recreation]						
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				

**AMENDMENT NO. 1
TO THE SPORTS LICENSE AGREEMENT WITH
SAN ANTONIO ELITE, A YOUTH SOCCER ACADEMY**

This Amendment No. 1 (“Amendment”) to the Sports License Agreement is made and entered into by and between the City of San Antonio, a Texas municipal corporation (“City”), acting by and through its City Manager or her designee, pursuant to Ordinance No. _____, dated _____, 2016, and San Antonio Elite, a Youth Soccer Academy (“League”), a Texas non-profit corporation;

WHEREAS, City and League’s predecessor-in-interest, San Antonio Elite Youth Soccer Organization, Inc., entered into an Athletic Field Use and Maintenance License Agreement authorized by Ordinance 99271 dated June 3, 2004, beginning on June 8, 2004 and later extended through February 28, 2019 by a Sports License Agreement authorized by Ordinance 2014-02-20-0108 dated February 20, 2014; for League’s non-exclusive priority use of 11.0115 acres of Aviation Department land located at 1600 E. Bitters Road for the purpose of operating a non-profit youth soccer league; and

WHEREAS, during this time, the licensed premises has increased to 14.2455 acres to accommodate League growth resulting in the development of additional acreage for a total of eight (8) soccer fields and parking amenities; and

WHEREAS, League currently serves over 1,000 local youths on a weekly basis and serves over 2,500 youths from across the city during local tournaments, and hosts over 13,000 youths from across the state during regional tournaments; and

WHEREAS, City and League wish to expand the licensed area to be used for additional parking amenities for use by League, and

WHEREAS, the City of San Antonio Aviation Department is agreeable to an expanded premises licensed to League, and

WHEREAS, 2.3 of the Sports License Agreement requires League to comply with all applicable municipal, state and federal laws, ordinances, rules and regulations; and

WHEREAS, pursuant to the Federal Aviation Administration (FAA) “Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors” guideline the City is required to include certain provisions in all of its agreements with third parties;

NOW THEREFORE, The City and League hereby agree to amend the Sports License Agreement as follows:

1. Section 2.1 is hereby amended as follows:

“2.1.1 The Premises is hereby expanded to include **Exhibit B**, which is added to the original Sports License Agreement for the purpose of additional parking amenities. The League will be responsible for all construction, repair and on-going maintenance of any improvements associated with the expanded Premises.”

2. Section 2.3 is hereby amended to add the following sentence at the end of the Section:

“Pursuant to the FAA “Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors” guideline, the attached **Exhibit C** setting forth required federal contract provisions are hereby being incorporated into and made a part of the Sports License Agreement.

3. Section 2.7 is hereby deleted and replaced with the following:

“2.7 Under the terms of the Aviation Agreement, compensation in the form of in-kind services and/or direct financial payment is due by the Parks and Recreation Department to the Aviation Department annually, based on the established fair market rent for all areas covered by the Aviation Agreement. If at any time during the term of this Aviation Agreement the fair market rent is adjusted, then the corresponding change will be passed onto the League. Currently, the portion of the fair market rent attributable to the Premises is \$824.96 per month, as shown below. If at any time during the term of this Sports License Agreement the value of the in-kind services provided by the Parks and Recreation Department to the Aviation Department for all areas covered by the Aviation Agreement is less than the fair market rent, League shall be responsible for the payment of the balance due to the Aviation Department.

<u>Ground Premises</u>	<u>Annual Rate/Acre</u>	<u>Annual User Fee</u>	<u>Monthly User Fee</u>
Tract A – 11.0115 acres	\$665.69	\$7,330.25	\$610.85
Tract B – 3.234 acres	\$665.69	\$2,152.84	\$179.40
Tract C – 0.49 acres	\$850.00	\$416.50	\$34.71
Total - 14.7355 acres	-	\$9,899.59	\$824.96

4. Section 11.1 is hereby amended as follows:

“11.1 Prior to the commencement of any work under this Sports License Agreement, League shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City’s Parks and Recreation Department, which shall be clearly labeled “**San Antonio Elite – A Youth Soccer Academy, Bitters Road Site**” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage

on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Sports License Agreement until such certificate and endorsements have been received and approved by the City's Parks and Recreation Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

All other terms of the original Sports License Agreement shall stand as otherwise stated.

Signed this _____ day of _____, 2016.

CITY OF SAN ANTONIO

By: _____
Xavier D. Urrutia, Director,
Parks and Recreation Department

By: _____
Noel T. Jones, Director,
Aviation Department

LEAGUE:

By: Marco Barros
Marco Barros, President
San Antonio Elite,
A Youth Soccer Academy

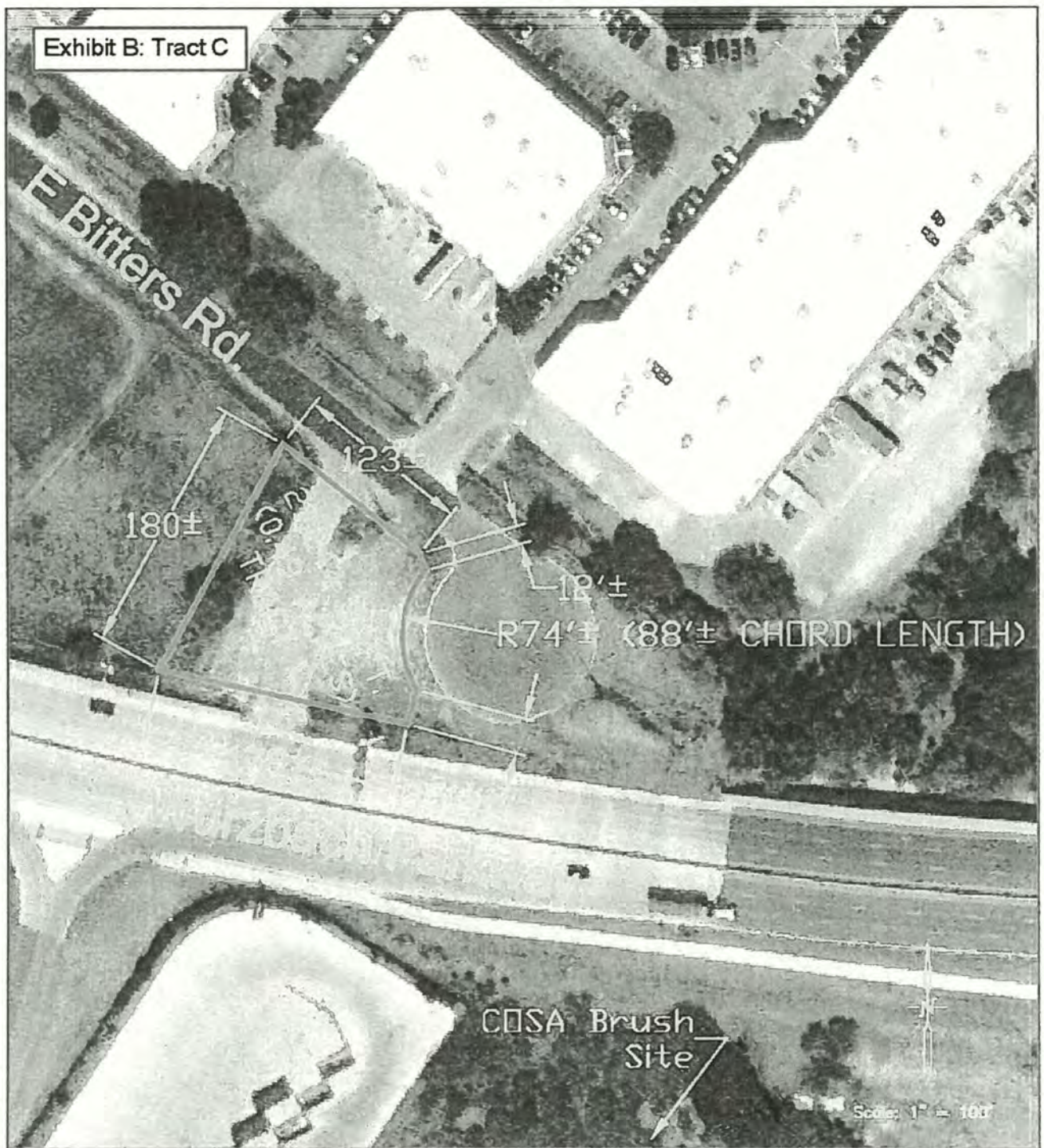
Attest: _____
City Clerk

Approved as to Form:

City Attorney

Attachments: Exhibit-B, Tract C
Exhibit C, Required Federal Contract Provisions

Exhibit B: Tract C



SAN ANTONIO AIRPORT SYSTEM
GROUND LEASE
E BITTERS ROAD, TRACT C
SAN ANTONIO INTERNATIONAL AIRPORT.
SAN ANTONIO, TX 78216
21,244 SQ.FT.

EXHIBIT ____, PAGE ____
for premises leased to _____
at
SAN ANTONIO
INTERNATIONAL AIRPORT
LEASE No. _____

EXHIBIT C
REQUIRED FEDERAL CONTRACT PROVISIONS

As used in this Exhibit, the terms “contractor” or “Contractor” shall refer to “League”.

I. GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

II. TITLE VI CLAUSES COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes Concessionaires) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal

Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

III. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. §1681 *et seq.*).

IV. FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 C.F.R. Part 201, the Federal Fair Labor Standards Act (FLSA), with

the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

V. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 C.F.R. Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 C.F.R. Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

VI. DRUG-FREE WORKPLACE

(a) Definitions. As used in this clause—

“Controlled substance” means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

“Drug-free workplace” means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

“Employee” means an employee of a Contractor directly engaged in the performance of work under a Government contract. “Directly engaged” is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall—within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration—

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about—
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor’s policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will—
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee’s conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction;
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a

Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment.