

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR     §

## REIMBURSEMENT AGREEMENT

This AGREEMENT is entered into by and between the City of San Antonio, a Texas Municipal Corporation (“CITY”), acting by and through its City Manager, and San Antonio Local Organizing Committee, a not for profit/501(c)(3) corporation chartered under the laws of the State of Texas (“SALOC”).

**WHEREAS**, the Major Events Reimbursement Program (“MERP”) (Vernon’s Texas Civil Statutes 5190.14) provides a mechanism for governmental entities and local organizing committees to receive reimbursement for expenses related to certain premiere sporting events and other events and CITY and SALOC are working together to utilize this statutory tool to recoup eligible expenses for hosting the 2018 NCAA Men’s Final Four Basketball Tournament (“Event”) at the Alamodome; and

**WHEREAS**, SALOC applied for reimbursement for the Event from the MERP and the Event has been approved for reimbursement of up to \$13,432,385.00 of eligible Event expense; and

**WHEREAS**, in order to receive repayment from the MERP, CITY and SALOC are required to submit all eligible expenses to the Governor’s Office and CITY must also submit a local contribution in the amount of \$1,852,743.00; and

**WHEREAS**, Event expenses covering public safety costs, facility rental and event-related City expenses (“CITY’s Event Expenses”) will be paid by CITY and submitted to the Governor’s Office for reimbursement;  
**NOW THEREFORE**

For and in consideration of the following mutual promises and obligations, CITY and SALOC (“Parties”) agree as follows:

1. SALOC shall be responsible for coordinating all Event submissions to the MERP and for providing the Governor’s Office with any necessary documentation.
2. SALOC shall reimburse CITY an estimated \$5.3 million for CITY’s Event expenses (Exhibit A) and the local contribution from funds it receives from the MERP. It is the understanding of the Parties that SALOC shall first reimburse the City an estimated \$5.3 million from the MERP disbursement and SALOC shall keep any remaining funds to pay its event-related expenses. If any remaining funds are available after SALOC pays its event-related expenses, SALOC will keep the balance and utilize it for bidding any future NCAA Final Four events.
2. Should the total amount of funds received by SALOC from the MERP not cover all of CITY’s reimbursable expenses provided for in Paragraph 1, SALOC shall not be liable to CITY for any additional payment.
3. SALOC shall reimburse CITY the amount due under Paragraph 1 within sixty (60) days of its receipt of its complete disbursement from the MERP.
4. This Agreement is not assignable or transferable.
5. CITY’s Acting Director of the Convention and Sports Facilities, or her designee, shall be CITY’s representative responsible for the administration of this Agreement.
6. SALOC represents, warrants, assures, and guarantees that it possesses the legal authority to enter into this Agreement and to perform the responsibilities required. The signer of this Agreement for SALOC represents, warrants, assures, and guarantees that he or she has full legal authority to execute this Agreement on behalf of SALOC and to bind SALOC to all terms, performances and provisions herein contained.

7. SALOC agrees that CITY may carry out monitoring and evaluation activities to ensure SALOC's compliance with this Agreement. SALOC shall maintain all records regarding funding provided by this Agreement for a period of four (4) years after the termination of this Agreement.

8. All alterations, additions, or deletions to the terms of this Agreement shall be by amendment in writing executed by both CITY and SALOC, and subject to the approval of the City Council of the City of San Antonio, when such approval is required.

9. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or City ordinances, then and in that event it is the intention of the Parties that such invalidity, illegality or unenforceability shall not affect any other clause or provision and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained; it is also the intention of the Parties that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

10. No waiver by CITY of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of CITY to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged. No act or omission of CITY shall in any manner impair or prejudice any right, power, privilege, or remedy available to CITY under this Agreement or by law or in equity.

11. This Agreement constitutes the final and entire agreement between the Parties and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties, unless this Agreement is amended as proscribed in paragraph 8.

12. In the event any disagreement or dispute should arise between the Parties pertaining to the interpretation or meaning of any part of this Agreement or its governing rules, regulations, laws, codes or ordinances, CITY shall have the final authority to render or secure an interpretation.

13. For purposes of this Agreement, all official communications and notices among the Parties shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY:

Patricia Muzquiz-Cantor  
Acting Director, Convention and Sports Facilities  
900 E. Market Street  
San Antonio, Texas 78205

SALOC:

Jenny Carnes  
San Antonio Local Organizing Committee  
100 Montana Street  
San Antonio, Texas 78203

14. Words of gender used in this Agreement shall be held and construed to include the other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

15. SALOC covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of CITY and that the doctrine of respondent superior shall not apply as between CITY and SALOC, its officers, agents, employees, contractors, subcontractors and consultants, and nothing in this Agreement shall

be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between CITY and SALOC. The Parties understand and agree that CITY shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be obtained by SALOC under this Agreement and that SALOC has no authority to bind CITY.

16. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties are performable in Bexar County, Texas.

17. This Agreement shall commence upon final execution and expire sixty (60) days after SALOC's compliance with Paragraph 1.

EXECUTED in duplicate originals this \_\_\_\_ day of March, 2018.

**CITY OF SAN ANTONIO**

**SAN ANTONIO LOCAL ORGANIZING COMMITTEE**

\_\_\_\_\_  
Carlos J. Contreras III  
Assistant City Manager

\_\_\_\_\_  
Jenny Carnes  
San Antonio Local Organizing Committee Executive Director

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Clerk

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