

STATE OF TEXAS §
§ **REIMBURSEMENT AGREEMENT**
COUNTY OF BEXAR §

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 ("SALOC"), a not for profit/501(c)(3) corporation chartered under the laws of the State of Texas.

WHEREAS, the Event Trust Fund Program ("ETF") (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 2021 NCAA Division I Women's Basketball Championship ("Event") at the Alamodome and Henry B. Gonzalez Convention Center; and

WHEREAS, SALOC applied for reimbursement for the Event from the ETF and the Event has been approved for reimbursement of up to \$2,071,534.00 of eligible Event expense; and

WHEREAS, in order to receive repayment from the ETF, 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 \$285,729.00 ("Local Contribution"); and

WHEREAS, CITY shall be reimbursed for its Event expenses directly from the National Collegiate Athletic Association ("NCAA"); **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 ETF and for providing the Governor's Office with any necessary documentation.
2. SALOC shall reimburse CITY for its Local Contribution totaling \$285,729.00. It is the understanding of the Parties that SALOC, upon the receipt of ETF funds, shall first reimburse CITY for its Local Contribution and, after CITY is reimbursed in full, SALOC shall keep any remaining funds.
3. Should the total amount of funds received by SALOC from the ETF not cover all of CITY's Local Contribution, SALOC shall not be liable to CITY for any additional payment.
4. SALOC shall reimburse CITY the amount due under Paragraph 2 within sixty (60) days of its receipt of its disbursement from the ETF. SALOC shall notify CITY of its receipt and the amount of such disbursement within three business days of receipt.
5. This Agreement is not assignable or transferable.
6. CITY's Director of the Convention and Sports Facilities, or her designee, shall be CITY's representative responsible for the administration of this Agreement.
7. 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.
8. 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.

17. 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.
18. This Agreement shall commence upon final execution and expire sixty (60) days after SALOC's compliance with Paragraph 4.

EXECUTED in duplicate originals this ____ day of May, 2021.

CITY OF SAN ANTONIO

Alejandra Lopez
Assistant City Manager

SAN ANTONIO LOCAL ORGANIZING COMMITTEE



Jenny Carnes
San Antonio Local Organizing Executive Director

APPROVED AS TO FORM:

City Attorney