

ORDINANCE 2021-06-17-0475

AUTHORIZING THE PAYMENT OF AN EVENTS TRUST FUND PROGRAM LOCAL CONTRIBUTION OF \$285,729.00 RELATED TO THE 2021 NCAA DIVISION I WOMEN'S BASKETBALL CHAMPIONSHIP AT THE HENRY B. GONZALEZ CONVENTION CENTER AND ALAMODOME AND A REIMBURSEMENT AGREEMENT WITH THE SAN ANTONIO LOCAL ORGANIZING COMMITTEE (SALOC) TO REIMBURSE THE CITY \$285,729.00 FROM THE AMOUNT SALOC RECEIVES FROM THE EVENTS TRUST FUND PROGRAM AND APPROPRIATING FUNDS IN THE AMOUNT OF \$285,729.00 IN THE FY 2021 HOTEL OCCUPANCY TAX REDEMPTION AND CAPITAL FUND.

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WHEREAS, the 2021 NCAA Division I Women's Basketball Championship and associated events ("Event") took at the Alamodome and Henry B. Gonzalez Convention Center from March 16-April 4, 2021, and included 238 team practices at the Henry B. Gonzalez Convention Center and 108 team practices at the Alamodome, and the Event has been approved by the Governor's Office as eligible under the Events Trust Fund Program ("Program") for reimbursement of up to \$13,432,385.00 in qualified expenses related to hosting the Event; and

WHEREAS, the Program legislation (Vernon's Texas Civil Statutes, 5190.14) provides municipalities, counties and local organizing committees the opportunity to obtain reimbursement for eligible expenses related to hosting and attracting high-visibility, high-tax-impact events to the state of Texas, that could otherwise take place outside of the state, and reimbursements are based on the anticipated tax gain for a particular event and require municipalities to match funds that are deposited in the Program at a 1:6.25 ratio; and

WHEREAS, SALOC submitted an application to the Governor's Office for the Event and based on the sum of the eligible expenses, the statute requires the City to remit a local contribution of \$285,729.00 to the State representing the City's mandatory contribution to the Program and once the City's contribution is received and the Event takes place, the State will deposit 6.25 times the City's contribution into the Program and SALOC may then request disbursement from the Program for allowable Event expenses; and

WHEREAS, this Ordinance authorizes the City's local contribution, appropriates the necessary funds to pay the local contribution and authorizes a Reimbursement Agreement with SALOC providing that the City shall be reimbursed for our local contribution from the disbursement SALOC receives from the Program; **NOW THEREFORE:**

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

SECTION 1. The terms and conditions of a Reimbursement Agreement with SALOC for the City's local contribution are authorized and approved. The City Manager, or his designee, is authorized to execute the Reimbursement Agreement, a copy of which, previously executed by SALOC, is attached to this Ordinance as **Exhibit I**.

SECTION 2. Funding in the amount of \$285,729.00 for this ordinance is authorized to be appropriated in Fund 29002001 Cost Center 8003020001 and General Ledger 5407560 as part of the Fiscal Year 2021 budget.

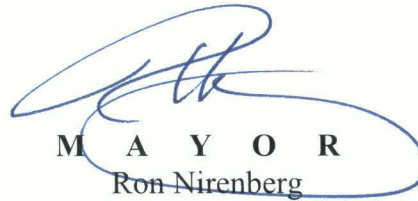
SECTION 3. Payment not to exceed the budgeted amount is authorized to the Office of the Texas Governor in anticipation of reimbursement from the Events Trust Fund for eligible expenses related to the 2021 NCAA Division I Women's Basketball Championship.

SECTION 4. This Ordinance authorizes reimbursement from the Events Trust Fund Program for eligible expenses related to hosting the 2021 NCAA Division I Women's Basketball Championship. Upon receipt of the reimbursement from the Governor's Office, SALOC will reimburse the City for the local contribution, with those funds being deposited back into the City's State Reimbursement Fund and compensate City departments for their Event-related services.

SECTION 5. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Fund Numbers, Project Definitions, WBS Elements, Internal Orders, Fund Centers, Cost Centers, Functional Areas, Funds Reservation Document Numbers, and GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 6. This Ordinance shall take effect immediately upon the receipt of eight affirmative votes; otherwise it shall be effective ten days after its passage.

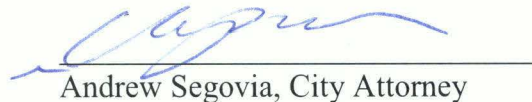
PASSED AND APPROVED this 17th day of June, 2021.


M A Y O R
Ron Nirenberg

ATTEST:


Tina J. Flores, City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney



City of San Antonio

City Council

June 17, 2021

Item: 31

File Number: 21-3916

Enactment Number:

2021-06-17-0475

Ordinance approving payment of an Events Trust Fund Program Local Contribution of \$285,729.00 related to the 2021 NCAA Division I Women's Basketball Championship at the Henry B. Gonzalez Convention Center and Alamodome and a Reimbursement Agreement with the San Antonio Local Organizing Committee to reimburse the City \$285,729.00 from the amount it receives from the Events Trust Fund Program and appropriating funds in the amount of \$285,729.00 in the FY 2021 Hotel Occupancy Tax Redemption and Capital Fund. [Alex Lopez, Assistant City Manager; Patricia M. Cantor, Executive Director, Convention and Sports Facilities]

Councilmember Ana E. Sandoval made a motion to approve. Councilmember John Courage seconded the motion. The motion passed by the following vote:

Aye: 10 Nirenberg, McKee-Rodriguez, Viagran, Rocha Garcia, Castillo,
Cabello Havrda, Sandoval, Pelaez, Courage and Perry

Abstain: 1 Bravo

LB
06/17/21
Item No. 31

EXHIBIT I

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 ("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