




MEMORANDUM

TO: The Honorable Peter Sakai, County Judge
David L. Smith, County Manager

FROM: Francesca Cabellero - Chief of Staff, Precinct 2 

DATE: June 29, 2026

RE: Agenda Process, Late Filed Items: Exception

I respectfully request that the Commissioners Court consider a late-filed agenda item to authorize approval of a Letter Amendment to the Non-Relocation Agreement between Bexar County and San Antonio Spurs, L.L.C.

The Spurs have requested an amendment to expand that previously approved flexibility. Specifically, the proposed Letter Amendment would authorize the Team to play up to four (4) regular season home games, excluding playoff games, outside the Frost Bank Center during each of the 2026-2027 and 2027-2028 NBA seasons without constituting a default under Sections 2.2.1 or 3.1(b) of the Non-Relocation Agreement. Except for this limited modification, all remaining terms, conditions, obligations, and restrictions of the Non-Relocation Agreement remain unchanged, are expressly ratified and confirmed.


This item could not be submitted through the ordinary agenda process because the final negotiated amendment and supporting documentation were not completed until after the regular agenda submission deadline. The proposed amendment reflects the parties' final negotiated terms and required completion of legal review and coordination between the County and the San Antonio Spurs before presentation to the Commissioners Court.

Prompt consideration of this item is appropriate to provide certainty to both parties regarding scheduling and operational planning for the upcoming NBA seasons and to allow implementation of the amended agreement sufficiently in advance of the applicable league schedules. Consideration at the next available Commissioners Court meeting will facilitate timely execution of the amendment while preserving the County's important contractual interests under the existing Non-Relocation Agreement.

The agreement has been received and is currently being routed for signature, and should be ready for the Commissioners Court July 7, 2026 meeting agenda.

COUNTY OF BEXAR

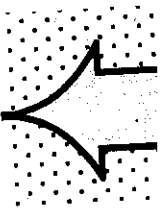
By:


Peter Sakai
County Judge

OFFICE OF THE COUNTY MANAGER

By:


David L. Smith
County Manager






Item Number: _____
(for Comm Ct use only)

AGENDA COORDINATION FORM

Bexar County Commissioners Court

Rec'd Office of the County Manager
JUN 30 '26 PM 4:42

Type of Agenda Item (Choose one): Ceremonial <input type="checkbox"/> Special Presentation <input type="checkbox"/> Time Certain <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Individual <input type="checkbox"/>				
Sponsoring Office/Department: <u>Commissioner Justin Rodriguez</u>		Recipient Agency / Individual Name: _____		
Contact Person: <u>Francesca Caballero</u>	Phone Number: <u>210-335-4053</u>	Court Date Requested: <u>July 7, 2026</u>		
Presenter: <u>NA</u>	Phone Number: _____	Deadline for Action: <u>July 7, 2026</u>		
Audio / Visual Presentation: Y <input type="checkbox"/> N <input checked="" type="checkbox"/>		PowerPoint? Y <input type="checkbox"/> N <input checked="" type="checkbox"/>		ADA Assistance Required (type): <u>N/A</u>
Official/Department Head Signature: 		Small Business Entrepreneurship/Local Business Enterprise (SBED/LOBE): Impact: Y <input type="checkbox"/> N <input checked="" type="checkbox"/>		

CAPTION:

Approval of the Letter Amendment to the Non-Relocation Agreement between Bexar County and San Antonio Spurs, L.L.C., amending the Non-Relocation Agreement to authorize the San Antonio Spurs to play up to four (4) regular season home games, excluding playoff games, outside the Frost Bank Center during each of the 2026-2027 and 2027-2028 NBA seasons and ratifying and reaffirming all remaining terms and conditions of the agreement.

ESTIMATED PRESENTATION TIME: _____ N/A

BACKGROUND:

On August 22, 2000, Bexar County and the San Antonio Spurs entered into a Non-Relocation Agreement in connection with the development and operation of the County-owned arena, now known as the Frost Bank Center.

Over the years, the Non-Relocation Agreement has been amended on several occasions. Most recently, the County approved an amendment permitting the Spurs to play a limited number of regular season home games outside the Frost Bank Center. The San Antonio Spurs have now requested an additional amendment to the Non-Relocation Agreement to expand that previously approved flexibility. Specifically, the proposed Letter Amendment authorizes the Team to play up to four (4) regular season home games, excluding playoff games, outside the Frost Bank Center during each of the 2026-2027 and 2027-2028 NBA seasons without constituting a default under Sections 2.2.1 or 3.1(b) of the Non-Relocation Agreement.

Except for the limited modification expressly set forth in the proposed Letter Amendment, all terms, conditions, obligations, and restrictions contained in the Non-Relocation Agreement remain unchanged.

RECOMMENDED MOTION:

Approval of the Letter Amendment to the Non-Relocation Agreement between Bexar County and San Antonio Spurs, L.L.C., amending the Non-Relocation Agreement to authorize the San Antonio Spurs to play up to four (4) regular season home games, excluding playoff games, outside the Frost Bank Center during each of the 2026-2027 and 2027-2028 NBA seasons and ratifying and reaffirming all remaining terms and conditions of the agreement.

Item Number: _____
 (for Comm Ct use only)

Yes No Fiscal Note

1	Is this a revenue or expense?	Revenue <input type="checkbox"/>	Expense <input type="checkbox"/>
2	Dollar amount of revenue or expense associated with item?		
3	Is this a budgeted revenue or expense?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4	Does this item require additional staff?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5	Will this increase your current budget?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6	Impact on future Budget? If Yes, Explain in Comments.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7	Current End-of-Year Expenditure Estimate-for impacted Object Code(s)?		
8	If an expense, what is the current Object Code budget amount?		
9	If an expense, are sufficient funds currently budgeted in the Object Code?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
10	If an expense, are sufficient funds currently budgeted in the Appropriation Unit?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
11	List impacted offices or departments or note if countywide:		
12	Fund number:		
13	Org number and Agency Code:		
14	Object Code number:		
15	If this is a grant, what is the estimated amount of program income?		
16	If this is a grant, what is the amount of Grantor funding?		
17	If this is a grant, what is the required County cash match?		
18	If this is a grant, what is the required County in-kind/allocation match?		
19	If this is a grant, was item approved by the Grant Review Committee?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
20	Comments: There is no fiscal impact with the approval of this item.		
21	Coordinated by: _____		Verified By: Andrea Lopez (06/30/2026)

San Antonio Spurs Holdings, LLC
1 Frost Bank Center Drive
San Antonio, TX 78219
Attn: Peter J. Holt

June 25, 2026

Re: Letter Amendment to Non-Relocation Agreement

Dear Peter,

Reference is hereby made to that certain Non-Relocation Agreement, dated as of August 22, 2000 (as amended, supplemented or otherwise modified from time to time prior to the date hereof, the "**Non-Relocation Agreement**"), by and between Bexar County, Texas, a political subdivision of the State of Texas acting by and through its Commissioners Court and its Coliseum Advisory Board (collectively, the "**County**"), and San Antonio Spurs, L.L.C., a Texas limited liability company ("**SAS LLC**", and together with the County, collectively, the "**Parties**"). SAS LLC owns the National Basketball Association franchise known as the San Antonio Spurs (the "**Team**"). SAS LLC has requested that, notwithstanding the terms and conditions of the Non-Relocation Agreement, the County permit the Team to play a certain number of Home Games outside of the Frost Bank Center in San Antonio, Texas during each of the 2026-2027 NBA Season and the 2027-2028 NBA Season. Capitalized terms used in this letter and not otherwise defined shall have the meanings assigned to such terms in the Non-Relocation Agreement.

The Parties hereto agree as follows:

Notwithstanding the terms of Sections 2.2.1 and 3.1(b) of the Non-Relocation Agreement, during each of the 2026-2027 NBA Season and the 2027-2028 NBA Season, the Team shall be permitted to play, up to four (4) of its Home Games (excluding all playoff games) outside of the Arena. So long as the Team remains in compliance with this Paragraph, no default under Section 2.2.1 or Section 3.1 of the Non-Relocation Agreement shall be deemed to have occurred.

Except as specifically stated herein, all of the terms and conditions of the Non-Relocation Agreement shall remain in full force and effect and are hereby in all respects ratified and confirmed. All references in the Non-Relocation Agreement to "hereunder", "hereof", "herein", or words of like import, and all references to the "Non-Relocation Agreement" in any other document or instrument, shall be deemed to mean the Non-Relocation Agreement, as amended and modified by this letter. This letter shall not constitute a novation of the Non-Relocation Agreement but shall constitute an amendment and modification thereto. The parties hereto agree to be bound by the terms and obligations of the Non-Relocation Agreement, as amended and modified by this letter, as though the terms and obligations of the Non-Relocation Agreement were set forth herein. The Non-Relocation Agreement may be further amended at any time pursuant to any amendment approved in writing by Bexar County's Commissioners Court, the Bexar County Community Arenas Board and SAS LLC.

[Signature Pages Follow]

**ON BEHALF OF BEXAR COUNTY COMMISSIONERS COURT,
as approved on the ___ day of _____, 2026.**


By: _____
Name: Peter Sakai
Title: County Judge

COMMUNITY ARENAS BOARD

By: _____
Name:
Title:

Acknowledged and Agreed:

SAN ANTONIO SPURS, L.L.C.

By:  _____
Name: R.C. Buford
Title: Chief Executive Officer