

The State of Texas



Texas General Land Office

City of San Antonio



MEMORANDUM OF UNDERSTANDING GLO Contract No. 15-266-000-9086

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the **GENERAL LAND OFFICE** (the "GLO"), by and through the Commissioner of the General Land Office, and the **CITY OF SAN ANTONIO, TEXAS** (the "City"), by and through its City Manager.

WHEREAS, pursuant to an act of the Legislature of the State of Texas, codified at Chapter 31, Subchapter I, of the Texas Natural Resources Code, the GLO has jurisdiction of the Alamo Complex, is responsible for the preservation, maintenance, and restoration of the Alamo Complex and its contents, and is responsible for the protection of the historical and architectural integrity of the exterior, interior, and grounds of the Alamo in San Antonio, Texas and all its contents (the "Alamo Complex"); and

WHEREAS, the GLO, as part of its responsibilities for the Alamo Complex, was preparing to solicit third party proposals for a comprehensive master plan for the Alamo Complex; and

WHEREAS, on December 15, 2014, the City formally posted the solicitation for a Request for Qualifications (RFQ) for a comprehensive master plan for the area surrounding the Alamo Complex that is owned and/or managed by the City and identified as the Alamo Plaza Historic District; and

WHEREAS, a ten (10) member evaluation team was originally established to evaluate the submissions received in response to the RFQ, which includes two representatives from the City, six members from the Alamo Plaza Advisory Committee, and two representatives from the State of Texas; and

WHEREAS, the GLO and the City believe it would be in their best interests, as well as the best interests of the citizens of San Antonio and the rest of Texas, to develop a joint master plan that encompasses the entire Alamo Plaza Historic District, including the Alamo Complex itself ("Joint Master Plan"); and

NOW, THEREFORE, it is agreed between GLO and the City (collectively "the Parties") as follows:

1. The Parties shall work cooperatively to develop an executable Interlocal Agreement that will further detail and define the Joint Master Plan process as well as each Party's role, expectations, rights, responsibilities, and obligations in connection with the development of the Joint Master Plan for the Alamo Plaza Historic District and the Alamo Complex.

2. Subject to the terms of the Interlocal Agreement, the Joint Master Plan process shall proceed generally as follows:

- a. The Parties shall revise the scope of work in the City's current RFQ to address and incorporate the Parties' plans for the development of a Joint Master Plan for the Alamo Plaza Historic District and the Alamo Complex. Thereafter, the Parties shall reopen the RFQ solicitation process with the revised scope of work.
 - b. The City shall be responsible for contacting the representatives from each of the companies that previously made submissions to inform them of the revised scope of work and the opportunity to amend their submissions.
 - c. The RFQ evaluation team shall be reconstituted to include up to six (6) additional members chosen by the GLO, for a total of no more than sixteen (16) members on the new Joint Master Plan evaluation team.
 - d. The Joint Master Team evaluation team shall "short list" the companies that provide submissions, interview the "short list" companies and make a recommendation to the Parties.
3. The Parties agree that the Interlocal Agreement shall be approved and adopted by each Party prior to the execution of a professional services agreement with the Joint Master Plan vendor.
4. The Parties agree and acknowledge that each shall have the following funding responsibilities with respect to this Joint Master Plan process:
- a. The City shall contribute up to One Million Dollars (\$1,000,000); and
 - b. The GLO shall be responsible for any amount exceeding One Million Dollars (\$1,000,000).
5. The Parties agree and acknowledge that they will be guided throughout this Joint Master Plan process by the vision and guiding principles for the Alamo area listed in Exhibit A hereto and incorporated by reference.
6. This MOU shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. It is expressly understood and acknowledged that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this MOU may be terminated.
7. Nothing contained in this MOU shall be deemed or construed to create a partnership or joint venture, to create an employer-employee or principal-agent relationship, or to otherwise create for either Party any liability whatsoever with respect to the indebtedness, liabilities, and/or obligations of the other Party.
8. Neither Party may assign, transfer, or delegate any rights, obligations, or duties under this MOU without the prior, written consent of the other Party.
9. Each Party shall bear its own costs, fees, and expenses incurred in connection with any of that Party's actions under this MOU.
10. This MOU may be amended only by a writing signed by both Parties.

11. Nothing in this MOU shall be construed as a waiver of sovereign immunity by the GLO, the State of Texas or the City.

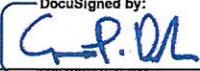
12. This MOU is effective on the date it is last signed by the authorized representatives of the GLO and the City.

13. This MOU may be executed in multiple counterparts, all of which shall be deemed to be one and the same instrument.

14. The Parties acknowledge that this MOU is a non-binding agreement meant to guide the development of an Interlocal Agreement between the Parties. Either Party may withdraw from this agreement, without penalty, prior to the execution of a binding Interlocal Agreement upon written notice to the other Party.

IN WITNESS WHEREOF this Memorandum of Understanding is entered into and shall be effective on the last date of either party's signature below.

TEXAS GENERAL LAND OFFICE

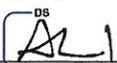
By: ^{DocuSigned by:} 

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GEORGE P. BUSH
Commissioner of the General Land Office

Contents ^{DS} 

Legal ^{DS} 

Director ^{DS} 

Gen. Counsel ^{DS} 

Executive ^{DS} 

Date: 4/9/2015

CITY OF SAN ANTONIO, TEXAS

By: 

SHERYL SCULLEY
City Manager

Date: 4-9-15

EXHIBIT A AGREED VISION AND GUIDING PRINCIPLES

Vision

- Engage local residents and visitors in ways to personally connect to the Alamo area experience.
- Tell the story of the Battle of the Alamo and its impact on the Republic of Texas, City of San Antonio, State of Texas, the United States and the international community.
- Include and interpret the diverse cultures that contributed to the story of the Alamo area through meaningful and memorable experiences for visitors.
- Tell the in-depth history of the Alamo area to the present day as a tribute to all who lived, fought, and died there.

Guiding Principles

- The 1836 Battle of the Alamo, the most widely recognized event, provides an opportunity to tell the entire history of the Alamo area
- Unified leadership under the management of a single steward (public and private) with a sustainable business model
- Preservation and interpretation based on historical and archaeological evidence
- Embrace intellectual, experiential and physical accessibility
- Balance scholarship, historical context, folklore and myth to provide an engaging visitor experience
- Create a premier Visitor Experience through physical space and interpretation
- Embrace the continuum of history to foster understanding and healing
- Enhance connectivity and wayfinding to the Alamo Complex and Plaza from key access points, and connectivity from the Alamo to the river, neighborhoods, La Villita, the cathedral, and the other Plazas