EFG/eg
10/15/2015
Item #14

AN ORDINANCE 2015-10-15-0876

AUTHORIZING A COOPERATIVE AGREEMENT BETWEEN THE CITY OF SAN ANTONIO, TEXAS GENERAL LAND OFFICE AND THE ALAMO ENDOWMENT BOARD, REGARDING THE DEVELOPMENT OF A JOINT MASTER PLAN FOR THE ALAMO HISTORIC DISTRICT AND THE ALAMO COMPLEX LOCATED IN COUNCIL DISTRICT 1.

* * * * *

WHEREAS, on April 9, 2015, the Texas General Land Office (GLO) and the City of San Antonio (City) entered into a Memorandum of Understanding that reflects the parties' commitment to develop a Joint Master Plan that encompasses the entire Alamo Plaza Historic District, including the Alamo Complex itself; and

WHEREAS, since April, there have been several positive developments regarding the project and the parties would now like to enter into a Cooperative Agreement between the GLO, City, and the Alamo Endowment Board (the Endowment); and

WHEREAS, the proposed Cooperative Agreement outlines the roles and responsibilities of each party as well as the management and oversight structure for the master plan's development and adoption; and

WHEREAS, the GLO and the Endowment, in coordination and consultation with the City, will develop a Joint Master Plan for the Alamo Plaza Historic District and the Alamo Complex; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee, and the Mayor, or her designee, are authorized to execute an agreement between the City of San Antonio, the Texas General Land Office, and the Alamo Endowment Board for the purpose of developing a Joint Master Plan that encompasses the entire Alamo Plaza Historic District, including the Alamo Complex itself. A copy of the agreement in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I**.

SECTION 2. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 15th day of October, 2015.

M A Y O R
For Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**14**
Date:	10/15/2015
Time:	10:49:49 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing a Cooperative Agreement with the Texas General Land Office and Alamo Endowment Board, regarding development of a Master Plan for the Alamo Historic District and the Alamo Complex located in Council District 1. [Lori Houston, Assistant City Manager; Director, Center City Development & Operations Department]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x			x	
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4	x					
Shirley Gonzales	District 5	x					
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

The State of Texas **City of San Antonio**

Texas General Land Office

COOPERATIVE AGREEMENT BETWEEN THE GENERAL LAND OFFICE, THE ALAMO ENDOWMENT AND THE CITY OF SAN ANTONIO REGARDING THE JOINT MASTER PLAN FOR THE ALAMO HISTORIC DISTRICT AND THE ALAMO COMPLEX

This **COOPERATIVE AGREEMENT** ("Agreement") is entered into by and between the **GENERAL LAND OFFICE** (the "GLO"), by and through the Commissioner of the General Land Office, the **ALAMO ENDOWMENT**, a Texas non-profit corporation ("the Endowment"), and the **CITY OF SAN ANTONIO, TEXAS** (the "CITY"), by and through its Mayor. The GLO, the Endowment and the CITY are individually referred to as a "Party" and collectively referred to as "the Parties."

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", as identified in Exhibit A); and

WHEREAS, the Endowment is a non-profit, tax exempt corporation organized for charitable and educational purposes to assist the GLO in the preservation, management, education, maintenance, operation and restoration of the Alamo Complex; and

WHEREAS, the City owns the area referred to as the Alamo Park Plaza (identified in Exhibit A) and is responsible for the regulation of development surrounding the area; and

WHEREAS, the GLO and the CITY entered into a Memorandum of Understanding (the "MOU") dated April 9, 2015, that reflects the Parties agreement to develop a joint master plan that encompasses the entire Alamo Plaza Historic District, including the Alamo Complex itself (the "Joint Master Plan"); and

WHEREAS, the MOU obligated the GLO and the CITY to enter into an Interlocal Agreement further detailing and defining 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; and

WHEREAS, subsequent to the Parties executing a MOU, the State legislature enacted laws regarding the Alamo Complex and the role of the GLO regarding the site; and the Alamo (as part of the San Antonio Mission trail) was designated a World Heritage Site by the United Nations Educational, Scientific and Cultural Organization;

NOW, THEREFORE, it is agreed between the Parties as follows:

I. PURPOSE

1.1 This Cooperative Agreement between the Parties provides for the funding, master planning, project management, and approval process of the Joint Master Plan, according to the terms and conditions detailed below.

II. SCOPE OF THE PROJECT

2.1 This Agreement details and defines each Party's role, expectations, rights, responsibilities, and obligations in connection with the development of the Joint Master Plan for the 37 acre Alamo Plaza Historic District that includes the Alamo Plaza and the Alamo Complex.

2.2 The GLO and the Endowment, in coordination and consultation with the CITY, will seek qualified multi-disciplinary professionals to develop a Joint Master Plan for the Alamo Plaza Historic District and the Alamo Complex. The Joint Master Plan professionals will include, but not be limited to, the following components: investment and management plan, implementation strategies, interpretation elements, and a physical master plan for the Alamo Plaza Historic District and the Alamo Complex.

2.3 The GLO and/or the Endowment shall execute Professional Services Agreements with each company selected to be part of the multi-disciplinary team to create the Joint Master Plan (collectively "the Vendors"). The Joint Master Plan shall be completed by the Vendors no later than July 2016.

2.4 The GLO, Endowment and City shall work, to the best of their efforts, with the Vendors to draft and develop the Joint Master Plan.

2.5 Notwithstanding anything contained herein, the Parties acknowledge and agree that the Executive Committee, pursuant to Paragraph 4.1 below, shall make the final determinations and have final approval over the final contents of the Joint Master Plan.

III. VISION AND GUIDING PRINCIPLES

3.1 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 "B" hereto and incorporated by reference.

IV. ROLES AND RESPONSIBILITIES FOR THE PROJECT

4.1 An EXECUTIVE COMMITTEE is created to provide executive management oversight for the Joint Master Plan:

4.1.1 The Texas Land Commissioner and Mayor of San Antonio will serve as the Executive Committee.

4.1.2 The Executive Committee will meet quarterly or as needed. The Management Committee will attend all Executive Committee meetings. The GLO and the Endowment will schedule, coordinate, draft and distribute the agenda, and conduct the Executive Committee meetings. The Executive Committee meetings will include project updates, policy items for discussion or action, and any other items as necessary.

4.1.3 Any areas of potential conflict between the Parties shall be promptly brought to the Executive Committee's attention by the Management Committee.

4.1.4 Executive Committee meetings shall be confidential. Attendance at such meetings shall be limited to Vendors' representatives and members of the Management Committee and the Executive Committee, and/or their designees.

4.1.5 Before the Vendors issue the final Joint Master Plan, the members of the Executive Committee shall use their best efforts to attempt to unanimously approve its entire contents. If any portion of the Joint Master Plan is not unanimously approved by the

Executive Committee, the Parties agree that the unapproved portion(s) shall not be included in the final version of the Joint Master Plan.

4.2 An ALAMO ADVISORY GROUP is created to provide input and suggestions to the Management Committee in keeping with the Vision and Guiding Principles of the Alamo Plaza Historic District. The members of this Alamo Advisory Group shall be as follows:

4.2.1 The State Senator for District 26;

4.2.2 The State Representative for District 123;

4.2.3 The Bexar County Judge;

4.2.4 The San Antonio City Council member for District 1;

4.2.5 The City Manager of San Antonio, or her designee; and

4.2.6 A representative appointed by the GLO.

4.2.7 The Alamo Advisory Group will meet quarterly or as needed. Members of the Management Committee, as well as such persons designated by the Executive Committee members, shall attend all Alamo Advisory Group meetings. The Management Committee will schedule, coordinate, draft and distribute the agenda, and conduct the Alamo Advisory Group meetings. The Alamo Advisory Group meetings will include project updates and policy issues for discussion.

4.2.8 The Alamo Advisory Group may request certain policy items be considered by the Management Committee for possible presentation to the Executive Committee.

4.2.9 The Alamo Advisory Group meetings will be confidential.

4.3 A CITIZEN ADVISORY GROUP will provide citizen input in an advisory capacity to the Management Committee on the development of the Joint Master Plan to ensure it is in keeping with the Vision and Guiding Principles of the Alamo Plaza Historic District.

4.3.1 The City's Citizen Advisory Group will be expanded to a 26 member group that includes the 21 members appointed by the Mayor and City Council and an additional 5 to be appointed by the GLO.

4.3.2 The Citizen Advisory Group may meet bi-monthly or as needed. The Management Committee will schedule, coordinate, draft and distribute the agenda and will facilitate these meetings. Citizen Advisory Group meetings will include project and schedule updates as they relate to the Joint Master Plan.

4.3.3 The Citizen Advisory Group may suggest to the Management Committee that certain policy items be elevated to the Executive Committee.

4.3.4 The Citizen Advisory Group meetings will be open to the public.

4.4 The MANAGEMENT COMMITTEE will provide day to day management of the development of the Joint Master Plan:

4.4.1 The Management Committee will consist of six (6) voting members, to include (a) two representatives appointed by the Mayor, (b) two representatives appointed by the GLO, and (c) two representatives appointed by the Endowment. Each member of the Executive Committee also may designate persons who can attend the Management Committee meetings. The GLO and the Endowment will staff these meetings.

4.4.2 The Management Committee will elect a Chairman and Vice Chairman. The Chairman will coordinate and run all meetings. In the absence of the Chairman, the Vice Chairman will perform the duties of the Chairman.

4.4.3 The Management Committee is responsible for ensuring project deliverables, scope of work, budget, and schedule updates are provided by the Vendors in a timely manner.

4.4.4 The Management Committee will be responsible for directing the Vendors regarding their obligations to provide project deliverables in terms of scope, schedule and quality.

4.4.5 The Management Committee, or its designee(s), shall coordinate all meetings of the Executive Committee, Alamo Advisory Group, and Citizen Advisory Group and other meetings, as appropriate.

4.4.6 The Management Committee, or its designee(s), will be responsible for the preparation of agendas for meetings of the Executive Committee, Alamo Advisory Group, and Citizen Advisory Group and for ensuring that all committee members receive calendar notices and agendas for such meetings.

4.4.7 The Management Committee, or its designee(s), shall provide advance notice of all public meetings and other Joint Master Plan related meetings to designated GLO and CITY representatives as necessary to support the Joint Master Plan development.

4.4.8 The Management Committee shall provide monthly status reports regarding the development of the Joint Master Plan to the Executive Committee. The Management Committee members shall endeavor to mutually agree on the format and contents of the monthly status reports, though the GLO members shall make the final determination.

4.4.9 Management Committee meetings will be confidential.

4.5 The general organizational structure of the Joint Master Plan project is set forth in Exhibit "C" hereto and incorporated by reference.

4.6 CITY RESPONSIBILITIES

4.6.1 The City will appoint a Project Coordinator/Manager that will report to the Management Committee for consultation and coordination on the Joint Master Plan.

4.6.2 The CITY will defer to the GLO for all matters related to property owned by the State, including, without limitation, the Alamo Complex.

4.6.3 The CITY shall assist in the coordination, facilitation and outreach associated with the development of the Joint Master Plan.

4.6.4 The CITY shall jointly work with the GLO, the Endowment, and their designees, in the drafting and development of Joint Master Plan deliverables.

4.6.5 The CITY will provide timely review and comment regarding Joint Master Plan deliverables to the GLO.

4.6.6 The CITY shall work with appropriate local, state and federal governmental agencies to facilitate the Joint Master Plan.

4.7 GLO'S AND ENDOWMENT'S RESPONSIBILITIES

4.7.1 The GLO and the Endowment will appoint a Project Coordinator/Manager that will report to the Management Committee for consultation and coordination on the Joint Master Plan.

4.7.2 The GLO and the Endowment will jointly serve as the lead entity for the Joint Master Plan.

4.7.3 The GLO, the Endowment, and their designees, shall jointly work with the City in the drafting and development of Joint Master Plan deliverables.

4.7.4 The GLO will defer to the CITY for all matters related to property owned by the CITY, including, without limitation, Alamo Plaza.

4.7.5 The GLO, the Endowment, and their designees, will provide timely review and comment regarding Joint Master Plan deliverables to the CITY.

4.7.6 The GLO and the Endowment shall assist in the coordination, facilitation and outreach associated with the development of the Joint Master Plan.

4.7.7 The GLO and the Endowment will fund the Joint Master Plan costs in accordance with Section V herein.

4.7.8 The GLO and the Endowment shall assist with the coordination with other local, state, and federal government landowners and entities and private landowners and entities to support the development of the Joint Master Plan.

V. FUNDING

5.1 The Parties agree and acknowledge that the funding responsibilities under the Professional Services Agreements with the Vendors shall be borne exclusively by the GLO and the Endowment, pursuant to Chapter 31, Subchapter I of the Texas Natural Resources Code. Each Party shall bear its own costs, fees, and expenses incurred in connection with any of that Party's actions under this Agreement.

5.2 The Parties agree that they shall make good faith efforts to pursue funding for implementation of the recommendations made in the final Joint Master Plan. The CITY's good faith efforts may include a proposed allocation in the 2017 bond program for infrastructure improvements. The GLO's good faith efforts may include seeking funding from the Texas Legislature and fundraising to be conducted by the Endowment.

VI. ACCESS TO DATA

6.1 Both Parties shall have a right to all reports, drafts of reports, or other material, data, drawing, computer programs, and codes associated with the Joint Master Plan and developed by the Vendors.

VII. TERM

7.1 This Agreement shall be effective as of the date executed by the last Party and shall terminate on the later of December 31, 2016 or upon adoption of the Joint Master Plan. The Parties, at their own discretion, may extend this Agreement subject to terms and conditions mutually agreeable to both Parties.

VIII. EARLY TERMINATION

8.1 Either Party may terminate this Agreement, with or without cause, by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Notwithstanding termination of this Agreement, the Parties, through their Vendors, may still complete those portions of the Joint Master Plan that address their separate properties without the assistance of the remaining Parties.

IX. APPLICABLE LAWS

9.1 All of the work performed under this Agreement by the Parties and any of their contractors, including the Vendors, shall comply with all applicable laws, rules, regulations and codes of the United States and State of Texas.

X. NOTICE

10.1 Any notices required under this Agreement shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

GLO
Texas General Land Office
1700 N. Congress Avenue, Mail Code 158
Austin, TX 78701
Attention: General Counsel

ENDOWMENT
The Alamo Endowment
P.O. Box 13273
Austin, TX 78711
Attention: George P. Bush, Chairman

CITY
City of San Antonio
P. O. Box 839966
San Antonio, Texas 78283-3966
Attention: City Manager

10.2 A copy of the notice also shall be sent simultaneously by electronic mail to the City Manager, GLO's General Counsel and the Endowment's Chairman. Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party as herein provided.

XI. INDEPENDENT CONTRACTOR

11.1 It is expressly agreed and understood that each Party is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that each of the other Parties shall be in no way responsible therefore, and that no Party hereto has authority to bind the any other Party nor to hold out to third parties that it has the authority to bind the any other Party. Nothing herein contained shall be deemed or construed to create the relationship of employer-employee, principal-agent, an association, joint venture, partners, or partnership or impose a partnership duty, obligation or liability among the Parties. No third party beneficiaries are created by this Agreement. This Agreement is not intended to and shall not create any rights in or confer any benefits upon any other person other than the Parties.

XII. STATE FUNDING

12.1 This Agreement 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. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood 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 Agreement may be unilaterally terminated by the GLO. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

XIII. SOVEREIGN IMMUNITY

13.1 Nothing in this Agreement shall be construed as a waiver of sovereign immunity by the GLO, the State of Texas or the CITY.

XIV. ASSIGNMENT

14.1 No Party may assign or transfer its interest in this Agreement or any portion thereof without the written consent of the governing bodies of each of the Parties. Any attempt to transfer, pledge or otherwise assign shall be void *ab initio* and shall confer no rights upon any third person or party.

XV. GENDER AND TENSE

15.1 Words of either 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.

XVI. SEVERABILITY

16.1 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

ordinances of the CITY, 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 hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal or unenforceable, thereby added as a part of this Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provisions as may be possible, to be legal, valid and enforceable.

XVII. ENTIRE CONTRACT AND MODIFICATION

17.1 This Agreement and its integrated Exhibit(s) constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Exhibit(s) shall be harmonized with this Agreement to the extent possible. Unless such integrated Exhibit specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language shall be construed consistently with the terms of this Agreement.

XVIII. COUNTERPARTS

18.1 This Agreement may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Agreement.

XIX. PROPER AUTHORITY

19.1 The signers of this Agreement represent that they have full authority to execute this Agreement on behalf of the GLO, the Endowment and the CITY respectively, and that the respective governing bodies of the GLO, the Endowment and the CITY, have authorized the execution of this Agreement.

[SIGNATURE PAGES TO FOLLOW]

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

TEXAS GENERAL LAND OFFICE

By: _____
GEORGE P. BUSH
Commissioner of the General Land Office

Date: _____

Legal _____

Director_____

Gen. Counsel _____

Executive_____

THE ALAMO ENDOWMENT

By: _____ _____
GEORGE P. BUSH, Chairman Date

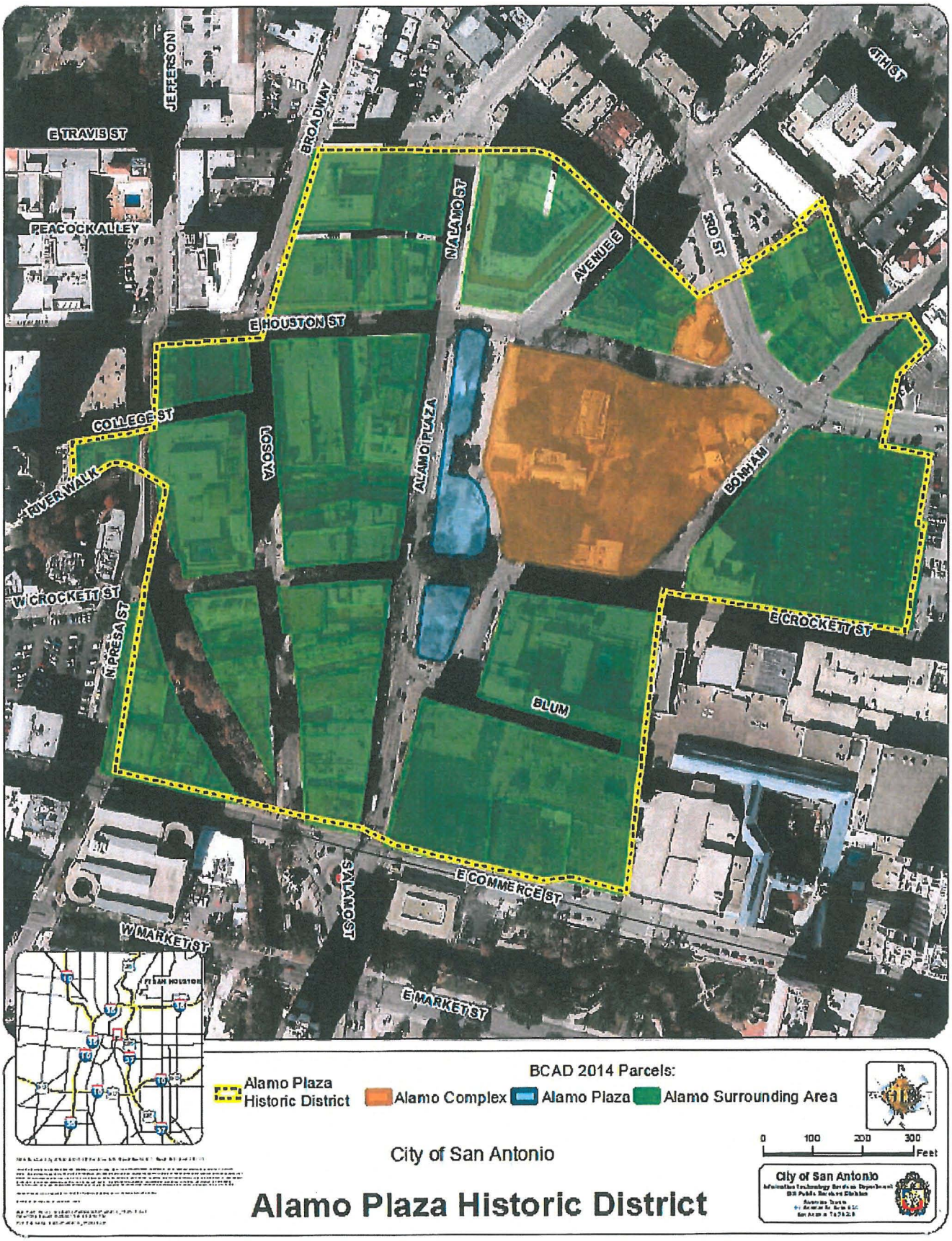
By: _____ _____
GENE POWELL, Secretary Date

CITY OF SAN ANTONIO, TEXAS

By: _____ Date: _____
Ivy R. Taylor, Mayor

By: _____ Date: _____
Sheryl Sculley, City Manager

EXHIBIT A


E TRAVIS ST
JEFFERSON
BROADWAY
4TH ST
PEACOCK ALLEY
N ALAMO ST
AVENUE B
3RD ST
E HOUSTON ST
COLLEGE ST
LOSOYA
ALAMO PLAZA
BONHAM
RIVER WALK
W CROCKETT ST
N PRESA ST
E CROCKETT ST
BLUM
E COMMERCE ST
S ALAMO ST
W MARKET ST
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Alamo Plaza Historic District
BCAD 2014 Parcels:
Alamo Complex
Alamo Plaza
Alamo Surrounding Area
0 100 200 300 Feet
City of San Antonio
City of San Antonio
Alamo Plaza Historic District

EXHIBIT B
AGREED VISION AND GUIDING PRINCIPLES

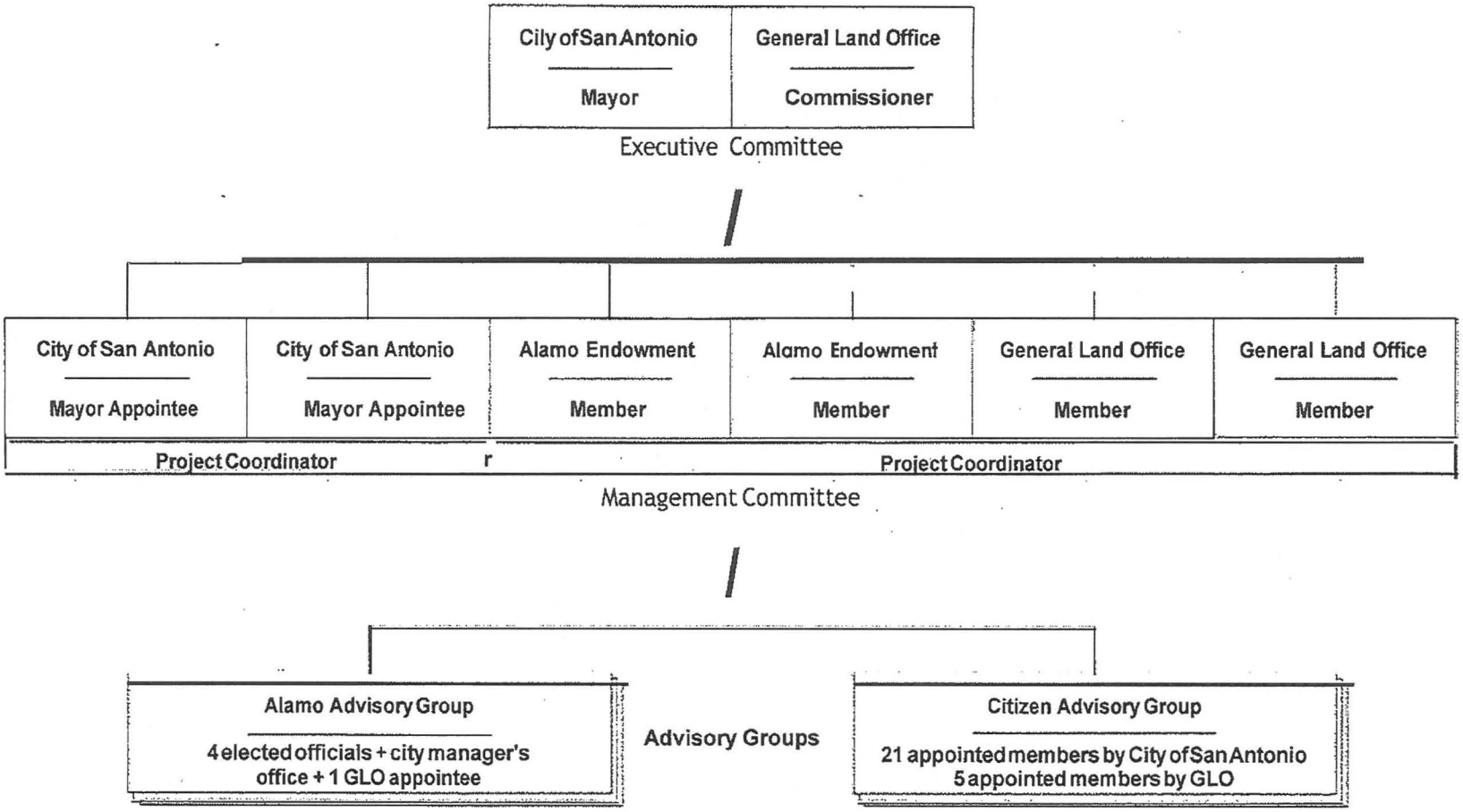
Vision

- Engage local residents and visitors in ways to personally connect to the Alamo area experience.
- Tell the story of the Alamo as part of the settlement of San Antonio and the surrounding area.
- Tell the story of the Alamo as part of the entire chain of Spanish Colonial Missions and their support structure. This will include, but not be limited to, the headwaters of the San Antonio River, the acequias that brought water to the missions, the four other missions owned by the National Park Service and the Catholic Diocese, and the mission farm known as Rancho de los Cabras.
- Tell the story of the Battle of the Alamo and its impact on the Republic of Texas, the City of San Antonio, the 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.
- Give visitors and local residents a world class experience befitting the history of the Alamo and the World Heritage designation of all five missions.

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
- Provided an expanded visitor experience that includes all five missions and their original support structure.

Exhibit C

The Alamo

Cooperative Agreement