



PROJECT MANAGEMENT SERVICES CONTRACT GLO Contract No. 16-204-000-9660

THE GENERAL LAND OFFICE (the "GLO") and BROADDUS & ASSOCIATES, INC., Tax Identification Number 74-2985884 ("Provider"), each a "Party" and collectively "the Parties," enter into the following contract for the provision of project management services in connection with the development of a Master Plan (as defined below) for the Alamo Plaza Historic District in San Antonio, Texas (the "Contract") pursuant to Tex. Nat. Res. Code Chapter 31.

I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION

1.01 DEFINITIONS

"Administrative and Audit Regulations" means the statutes and regulations included in Chapter 321 of the Government Code; Subchapter F of Chapter 2155 of the Government Code; and the requirements of Article VII herein. State agencies with the necessary legal authority include the GLO, the GLO's contracted examiners, the State Auditor's Office, and the Texas Attorney General's Office.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference, as if physically, within the body of this Contract.

"City" means the City of San Antonio, its employees and designees.

"Contract" means this entire document, along with any Attachments, both physical and incorporated by reference.

"Cooperative Agreement" means the Cooperative Agreement between the GLO, the Endowment and the City, which provides for the funding, master planning, project management, and approval process for a Master Plan for the Alamo Plaza Historic District. A copy of the Cooperative Agreement is attached hereto and incorporated herein in its entirety for all purposes as Attachment C.

“Deliverables” means any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

“Endowment” means the Alamo Endowment, a Texas non-profit corporation, its officers, employees, and designees.

“Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“GAAP” means “generally accepted accounting principles.”

“GASB” means the Governmental Accounting Standards Board.

“General Affirmations” means the statements in **Attachment A**, attached hereto and incorporated herein for all purposes, which Provider affirms by executing this Contract.

“GLO” means the Texas General Land Office, its officers, employees, and designees.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Management Committee” means the committee established under the Cooperative Agreement to provide day to day management of the development of the Master Plan.

“Master Plan” means the joint master plan to be funded, developed and approved pursuant to the terms of the Cooperative Agreement.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>

“Project” means the management services described in **SECTION 1.03** of this Contract.

“Prompt Pay Act” means Chapter 2251 of the Texas Government Code.

“Provider” means **BROADDUS & ASSOCIATES, INC.** selected to accomplish the Project under this Contract.

“Public Information Act” means Chapter 552 of the Texas Government Code.

“State of Texas *Textravel*” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Subcontractor” means an individual or business that signs a contract to perform part or all of the obligations of Provider under this Contract.

“Work” means all services to be performed, goods to be delivered, and any appurtenant actions performed and items produced, conceived, or developed including, but not limited to, Deliverables in the performance of the Project.

1.02 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified;
- (c) The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (e) All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract;
- (f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (g) Unless otherwise expressly provided, reference to any action of the GLO or by the GLO by way of consent, approval, or waiver shall be deemed modified by the phrase “in its/their sole discretion.” Notwithstanding the

preceding sentence, any approval, consent, or waiver required by, or requested of, the GLO shall not be unreasonably withheld or delayed;

- (h) Time is of the essence in this Contract;
- (i) In the event of conflicts or inconsistencies between this Contract and its Attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract; Attachments to the Contract: Attachment A, Attachment B, Attachment C; Attachment D.

1.03 PROJECT

Provider shall provide full service project management in connection with the development of the Master Plan in accordance with this Contract and all Attachments, and Provider's Proposal, attached hereto and incorporated herein in its entirety for all purposes as **Attachment B** ("The Project"). The Project includes, but is not limited to, the following services:

- Provide assistance to the Management Committee with identifying, interviewing and procuring the services of the different companies and/or persons to be hired in connection with the development of the Master Plan.
- Facilitate, coordinate and attend weekly Management Committee meetings, as well as other Master Plan meetings and work sessions as needed.
- Facilitate and coordinate Master Plan communications, including, without limitation, community engagements and both external and internal communications.
- Review and provide recommendations to the Management Committee regarding Master Plan costs, Master Plan planning, Master Plan designs and Master Plan scope.
- Prepare and maintain the Master Plan timeline and schedules related thereto.
- Establish and maintain a file sharing platform to manage access, collection and distribution of all documents and information relating to the Master Plan.
- Review all invoices from the different companies and/or persons hired in connection with the development of the Master Plan, and make recommendations to GLO for approval or rejection of said invoices.

1.04 REPORTING REQUIREMENTS

Provider shall submit to the GLO all reports and information as may be required for the successful performance of the Project, in a format agreed between the Parties.

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II. TERM

2.01 DURATION

This Contract shall be effective as of November 16, 2015 and shall terminate on November 30, 2016. The GLO, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties.

2.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, Provider shall cease Work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

2.03 TERMINATION FOR TERMINATION OF THE COOPERATIVE AGREEMENT

In the event the Cooperative Agreement is terminated early by any party thereto, the GLO may terminate this Contract immediately upon written notice. Upon receipt of any such notice, Provider shall cease Work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

2.04 ABANDONMENT OR DEFAULT

If Provider defaults on the Contract, the GLO reserves the right to cancel the contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible respondent. The defaulting Provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by GLO based on the seriousness of the default.

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III. CONSIDERATION

3.01 CONTRACT LIMIT, FEES, AND EXPENSES

Provider will be compensated in an amount not to exceed **THREE HUNDRED SEVENTY THOUSAND SEVEN HUNDRED SIXTY-TWO AND NO/100 DOLLARS (\$370,762.00)**. The GLO will pay Provider in accordance with the Prompt Pay Act, at the rates established in **Attachment B**, attached hereto and incorporated herein in its entirety for all purposes.

Subject to the maximum Contract amount authorized herein, upon specific, prior, written approval by the GLO, lodging, travel, and other incidental direct¹ expenses may be reimbursed under this Contract for professional or technical personnel who are (a) away from the cities in which they are permanently assigned; (b) conducting business specifically authorized by the GLO; and (c) performing services not originally contemplated in the Scope of Services.

The limit for such reimbursements shall be the rates established by the Comptroller of the State of Texas, as outlined in the State of Texas travel guidelines, *Textravel*.

Requests for payment must:

- (a) be submitted to vendorinvoices@glo.texas.gov; with a copy to becky.dinnin@glo.texas.gov; and
- (b) be supported by documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred; and
- (c) **prominently display "GLO Contract No. 16-204-000-9660."**

Failure to submit requests for payment as instructed may significantly delay payment under the Contract.

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¹ Certain other incidental direct expenses, including, but not limited to, copying, telephone, data, and express mail services may be reimbursed upon specific approval by the GLO, at rates determined by the GLO.

IV. PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCE WARRANTY

Provider warrants that all Work performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider warrants that all Deliverables under this Contract shall be completed in a manner consistent with standards under the terms of this Contract, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated Attachments (if any); and shall be fit for ordinary use, of good quality, and with no material defects. If Provider fails to complete Deliverables timely or to perform satisfactorily under conditions required by this Contract, the GLO may require Provider, at its sole expense, to (a) repair or replace all defective or damaged Deliverables; (b) refund any payment received for all defective or damaged Deliverables and, in conjunction therewith, require Provider to accept the return of such Deliverables; and/or (c) take necessary action to ensure that future performance and Deliverables conform to the Contract requirements.

4.02 GENERAL AFFIRMATIONS

To the extent that they are applicable, Provider further certifies that the General Affirmations in **Attachment A** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein.

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V. STATE FUNDING

5.01 STATE FUNDING

- (a) This Contract 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 Contract may be terminated. 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.

- (b) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

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VI. OWNERSHIP, INTELLECTUAL PROPERTY, AND THIRD-PARTY RELIANCE

6.01 OWNERSHIP

The GLO shall own, and Provider hereby assigns to the GLO, all right, title, and interest in all tangible Work. Notwithstanding the foregoing, GLO agrees that Provider shall retain all right, title and interest in the file sharing platform, OwnerInsite, that Provider created prior to the execution of this Contract.

6.02 INTELLECTUAL PROPERTY

- (a) All Work performed pursuant to this Contract is made the exclusive property of the GLO. To the extent any Work results in the creation of Intellectual Property, all right, title, and interest in and to such Intellectual Property shall vest in the GLO upon creation and shall be deemed to be a “work made for hire” and made in the course of the services rendered pursuant to this Contract.
- (b) To the extent that title to any such Intellectual Property may not by law vest in the GLO, or such Intellectual Property may not be considered a “Work made for hire,” all rights, title, and interest therein are hereby irrevocably assigned to the GLO. The GLO shall have the right to obtain and to hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protection as may be appropriate to the subject matter, including extensions and renewals thereof.
- (c) Provider must give the GLO and the State of Texas, as well as any person designated by the GLO or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond the stated amount payable to Provider for the services authorized under this Contract.

6.03 THIRD-PARTY RELIANCE

To the extent allowed by law, the GLO shall not use, willingly allow, or cause Work to be used for any purpose other than performance of Provider’s obligations under this Contract without advising any receiving party that it relies upon or uses the Work entirely at its own risk and without liability to Provider.

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VII. RECORDS, AUDIT, RETENTION, AND DISCLOSURE

7.01 BOOKS AND RECORDS

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

7.02 INSPECTION AND AUDIT

Pursuant to Texas Gov't Code Chapter 2262, Provider agrees that all relevant records related to this Contract, including the records of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Provider understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Accordingly, such records shall be subject at any time to inspection, examination, audit, and copying at any location where such records may be found, with or without notice from the GLO or other government entity with necessary legal authority. Provider agrees to cooperate fully with any state entity in the conduct of inspection, examination, audit, and copying, including providing all relevant records and information requested. **PROVIDER SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**

7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a minimum of seven (7) years. The period of retention begins at the date of payment by the GLO for the goods or services or from the date of termination of the Contract, whichever is later. The period of retention shall be extended for a period reasonably necessary to complete an audit and/or to complete any administrative proceeding or litigation that may ensue.

7.04 CONFIDENTIALITY

To the extent permitted by law, Provider and the GLO agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the GLO to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Provider or the GLO; or (c) information that Provider or the GLO is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the GLO, use this Contract as a

marketing or sales tool, or make any press releases concerning the Contract or Work provided hereunder without the prior written consent of the GLO.

7.05 PUBLIC RECORDS

Pursuant to Texas Gov't Code Chapter 2261, Provider agrees this Contract, including Provider's response to the solicitation and/or proposal(s) submitted prior to this contract award, shall be posted to the GLO's website. Additional information related to the performance of this Contract may be subject to the Public Information Act ("PIA") and will be withheld from public disclosure or released only in accordance therewith. Provider shall make any information required under the PIA available to the GLO in portable document file (".pdf") format or any other format agreed between the Parties. Failure of Provider to mark as "confidential" or a "trade secret" any information that it believes to be excepted from disclosure waives any and all claims Provider may make against the GLO for releasing such information without prior notice to Provider. Provider shall notify GLO's General Counsel within twenty-four (24) hours of receipt of any third party written requests for information, and forward a copy of said written requests to PIALegal@glo.texas.gov. If request was not written, Provider shall forward the third party's contact information to the above-designated e-mail address.

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VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

Provider shall acquire for the duration of this Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount and in the form required by **Attachment D** of this Contract, **REQUIRED INSURANCE AND FORM**. Furthermore, Provider shall submit a certificate of liability insurance as required under this Contract, including (if requested) a schedule of coverage (or “underwriter’s schedules”) establishing to the satisfaction of the GLO the nature and extent of coverage granted by each such policy. In the event that any policy is determined to be deficient to comply with the terms of this Contract, Provider shall secure such additional policies or coverage as the GLO may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Provider must produce renewal certificates for each type of coverage.

8.02 TAXES/WORKERS’ COMPENSATION/UNEMPLOYMENT INSURANCE

PROVIDER AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, PROVIDER SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF PROVIDER’S AND PROVIDER’S EMPLOYEES’ TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. PROVIDER AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS’ COMPENSATION. THE GLO SHALL NOT BE LIABLE TO THE PROVIDER, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS’ COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. 2) PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE GLO, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS’ FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS’ COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS’ FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE GLO NAMED AS A DEFENDANT IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE GLO. PROVIDER AND THE GLO AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

8.03 LEGAL OBLIGATIONS

Provider shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

8.04 INDEMNITY

PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE GENERAL LAND OFFICE AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- **ANY NEGLIGENT ACTS OR OMISSIONS OF PROVIDER, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROVIDER, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF PROVIDER, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- **ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY PROVIDER, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROVIDER, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF PROVIDER, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT.**

PROVIDER SHALL COORDINATE ITS DEFENSE WITH THE GENERAL LAND OFFICE AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE PROVIDER TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE GENERAL LAND OFFICE FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE GROSS NEGLIGENCE OF THE GENERAL LAND OFFICE OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION SHALL SURVIVE TERMINATION OF THIS CONTRACT.

8.05 ASSIGNMENT AND SUBCONTRACTS

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the GLO. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved

subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the GLO of any such subcontractor performing fifteen percent (15%) or more of the Work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

8.06 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS) / MENTOR PROTÉGÉ

The GLO encourages the Parties it contracts with to partner with certified HUBs that participate in the Comptroller's Mentor Protégé Program.

8.07 RELATIONSHIP OF THE PARTIES

Provider is associated with the GLO only for the purposes and to the extent specified in this Contract, and, in respect to Provider's performance pursuant to this Contract, Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other Party. Provider shall be solely responsible for, and the GLO shall have no obligation with respect to:

- (a) withholding of income taxes, FICA, or any other taxes or fees;
- (b) industrial or workers' compensation insurance coverage;
- (c) participation in any group insurance plans available to employees of the State of Texas;
- (d) participation or contributions by the State to the State Employees Retirement System;
- (e) accumulation of vacation leave or sick leave; or
- (f) unemployment compensation coverage provided by the State.

8.08 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract. Provider will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

8.09 NOTICES

Any notices required under this Contract 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, Room 910
Austin, TX 78701
Attention: Legal Services Division

Provider

Broaddus & Associates, Inc.
1301 S. Capital of Texas Highway, Ste. A-302
Austin, Texas 78746
Attention: Jim Broaddus

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.

8.10 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.11 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.12 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure shall promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The Party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

8.13 DISPUTE RESOLUTION

If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision shall not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

8.14 ENTIRE CONTRACT AND MODIFICATION

This Contract, its integrated Attachment(s), and any purchase order issued in conjunction with this Contract 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 Attachment(s) and/or purchase order shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment or purchase order specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

8.15 COUNTERPARTS

This Contract 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 Contract. If the Contract is not executed by the GLO within thirty (30) days of execution by the other Party, this Contract shall be null and void.

8.16 PROPER AUTHORITY

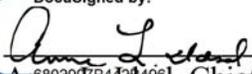
Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of Provider.

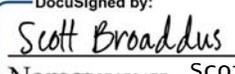
SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR GLO CONTRACT No. 16-204-000-9660

GENERAL LAND OFFICE

BROADDUS & ASSOCIATES, INC.

DocuSigned by:

Anne L. Idsal, Chief Clerk

DocuSigned by:

Name: Scott Broaddus
Title: Vice President

Date of execution: 1/18/2016

Date of execution: 1/18/2016

DS JG
DS AAH
OCC_DS
DIV_DS RBJ
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ATTACHMENTS TO THIS CONTRACT:

- ATTACHMENT A – GENERAL AFFIRMATIONS**
- ATTACHMENT B – PROVIDER’S PROPOSAL**
- ATTACHMENT C – COOPERATIVE AGREEMENT**
- ATTACHMENT D – REQUIRED INSURANCE AND FORM**

ATTACHMENTS FOLLOW

GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

1. The Provider has not given, offered to give, nor intends to give at anytime hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract.
2. Pursuant to Title 10, Section 2155.004 of the Texas Government Code, the Provider has not received compensation from the GLO for preparing any part of this Contract.
3. Under Section 231.006, Family Code, Provider certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Any Provider subject to this section must include names and Social Security Numbers of each person with at least twenty-five percent (25%) ownership in the business entity named in this Contract. This information must be provided prior to execution of any offer.
4. Provider certifies by signing this Attachment that: (a) the entity executing this Contract; (b) its principals; (c) its subcontractors; and (d) any personnel designated to perform services related to the work herein described are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal Department or Agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as Pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Provider's subcontracts if payment in whole or in part is from federal funds.
5. In addition, Provider certifies it is in compliance with all State of Texas statutes and rules relating to procurement; and that the participants named in items 4(a) through 4(d) above are not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/portal/public/SAM/>, which Provider may review in making this certification. Provider acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. This provision shall be included in its entirety in Provider's subcontracts if payment in whole or in part is from federal funds.
6. Provider agrees that any payments due under this Contract will be applied towards any debt, including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
7. Provider certifies that it is in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency. If this section applies, Provider will complete the following information in order for the bid to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Provider: _____

Date of Employment with Provider: _____

- 8. Provider agrees to comply with Texas Government Code, Title 10, Subtitle D, Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.
- 9. Provider understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor’s Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor’s Office, or its successor, in conducting the audit or investigation, including providing all records requested. Provider will ensure that this clause is included in any subcontract it awards.
- 10. Provider certifies that if it employs any former employee of the GLO, such employee will perform no work in connection with this Contract during the twelve (12) month period immediately following the employee’s last date of employment at the GLO.
- 11. Provider shall not discriminate against any employee or applicant for employment because of race, disability, color, religion, sex, age, or national origin. The Provider shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, sex, religion, age, disability, or national origin. Such action shall include, but is not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Provider agrees to post notices, which set forth the provisions of this non-discrimination article, in conspicuous places available to employees or applicants for employment. Provider shall include the above provisions in all subcontracts pertaining to the work.
- 12. Provider understands that the GLO does not tolerate any type of fraud. The GLO’s policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to tracey.hall@glo.texas.gov.

NOTE: Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

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Jeff Gordon
Texas General Land Office
1700 N. Congress Avenue
Austin, Texas 78701

RE: Program Management Services

Dear Mr. Gordon:

As a reflection of the discussions between Broaddus & Associates and the Texas General Land Office (GLO), this letter proposes engaging our firm to provide expertise and guidance in the project development process for the Alamo Revitalization Program. Broaddus & Associates has outlined the following Scope of Services followed by a rate table for proposed personnel and a not-to-exceed fee amount.

Scope of Services

The Scope of Services for the Program Management role involves diverse leadership related to the Owner, the Project Consultant Team and the Project Processes. The key responsibilities include:

1. Program Facilitator

As Program Facilitator, in direct support of the Management Committee, we will provide Overall Management & Facilitation of the process including:

Consultant Team Procurement:

- Prepare preliminary consultant list
- Perform research on each firm for the selection committee
- Prepare consultant shortlist from feedback
- Prepare final selection recommendation
- Assist GLO with Consultant Contracts

Team Management:

- Coordinate Project Meetings
- Facilitate Consultant Work Sessions
- Coordinate Consultant Deliverables
- Document Decisions in Meetings and Work Sessions

Project Communications:

- Coordinate Community Engagements
- Coordinate Internal Team Communications
- Coordinate External Communications

2. Advisor to Program Leadership

As advisor to the program leadership we will provide expert review and second opinion advice concerning the progress and deliverable content provided by the consultant team including the following:

Project Cost Review:

- Review all cost estimates and recommend strategy for verification

Project Planning Review:

- Review all planning deliverables, provide assessment and recommendations

Project Design Review:

- Review all design deliverables, provide assessment and recommendations

Project Scope Reviews / Recommendations:

- Review all proposed scope change impacts, provide assessment and recommendations

3. Schedule Development / Management

As manager of the project timeline we will prepare the project schedule, providing continuous monitoring and response to any schedule impacts during the course of the effort. We will provide the schedule information necessary for the Management Committee to drive the process.

- Prepare and maintain a Long Range Master Schedule
- Prepare and maintain a detailed Near-Term Schedule with assigned actions
- Review the Schedules Weekly and Update
- Adjust Project Schedule / Issue Updates Periodically as Required

4. Document Management

As manager of all project documents we will establish the file sharing platform and manage the access and distribution of all information generated during the engagement.

Existing Project Documents:

- Assemble and Upload to Retrieval System

Project Correspondence Documentation:

- Maintain Project Correspondence Documentation for Team Retrieval / Access

Project Graphic Deliverables:

- Maintain Project Graphic Deliverables for Team Retrieval / Access

5. Accounting Coordination

As accounting coordinator for the owner we will preview all invoices and make recommendation for approval or reject invoices for consultant correction prior to the owners review and subsequent processing.

Consultant Invoices:

- Receive, Review and Process Consultant Invoices

Rate Table

The chart below lists personnel who may become involved on the project at certain milestones. It is anticipated that our engagement will primarily be performed by three billable roles: the Program Manager, Senior Planner, and Project Manager.

Project Executive	\$	240
Program Manager	\$	190
Senior Planner	\$	95
Project Manager	\$	165
Project Planner	\$	115
Cost Estimator	\$	127
Planning Support	\$	115
Graphics Support	\$	95
Project Research	\$	95
Clerical/Admin Support	\$	64

Not-to-Exceed Fee Structure

Engaging this staff between December 2015 and November 2016 will generate the following not-to-exceed figures for hours and fee.

Total Project Hours		2,340
Billed Hourly Fee	\$	351,000
Project Expense	\$	19,762
Total Project Fee	\$	370,762

These numbers represent an average of 195 billable hours per month for the project for the 3 primary team members; let us know if you need a breakdown of the assigned hours. If it becomes apparent there will be a greater (or reduced) need for any of the roles we can adjust accordingly. It should be noted that time spent on the project by the Project Executive (Dr. James Broaddus) and the use of our project management software (Owner InSite) will not be billed for the project. These discounts represent close to \$100,000 in cost over the 12 month engagement, and will serve as a reflection of our dedication to this initiative.

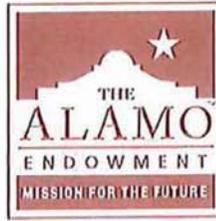
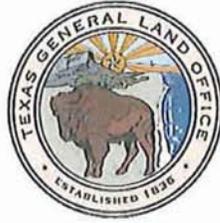
Thanks again for your patience in getting this information; please let us know if you require anything further to proceed.

Respectfully Submitted,

Broaddus
Vice President
Broaddus & Associates

HUB

Statewide Historically Underutilized Business Program



**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

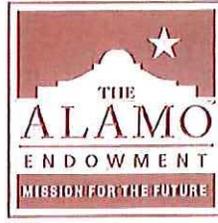
WHEREAS, the MOU obligated the GLO and the CITY to enter into an Interlocal Agreement further detailing and defining the Joint Master Plan process as well as each Party's role, expectations, rights, responsibilities, and obligations in connection with the development of the Joint Master Plan for the 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 Interlocal 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.

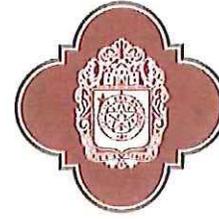
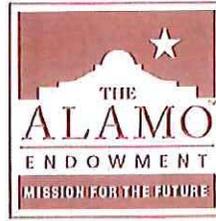
2.5 Notwithstanding anything contained herein, the Parties acknowledge and agree that the Executive Committee, pursuant to Paragraph 4.1 below, shall make the final determinations and have final approval over the final contents of the Joint Master Plan.

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

1. An EXECUTIVE COMMITTEE is created to provide executive management oversight for the Joint Master Plan:
 - 1.1. The Texas Land Commissioner and Mayor of San Antonio will serve as the Executive Committee.
 - 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.
 - 1.3. Any areas of potential conflict between the Parties shall be promptly brought to the Executive Committee's attention by the Management Committee.
 - 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.
 - 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.



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:

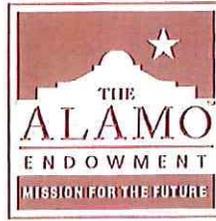
- 2.1. The State Senator for District 26;
- 2.2. The State Representative for District 123;
- 2.3. The Bexar County Judge;
- 2.4. The San Antonio City Council member for District 1;
- 2.5. The City Manager of San Antonio, or her designee; and
- 2.6. A representative appointed by the GLO.
- 2.7. The Alamo 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.
- 2.8. The Alamo Advisory Group may request certain policy items be considered by the Management Committee for possible presentation to the Executive Committee.
- 2.9. The Alamo Advisory Group meetings will be confidential.

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.

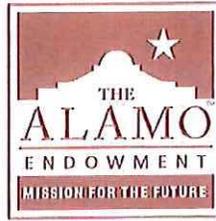
- 3.1. The City's Citizen Advisory Group will be expanded to a 26 member group that includes the 21 members appointed by the Mayor and City Council and an additional 5 to be appointed by the GLO.
- 3.2. The Citizen Advisory Group may meet bi-monthly or as needed. The Management Committee will schedule, 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.
- 3.3. The Citizen Advisory Group may suggest to the Management Committee that certain policy items be elevated to the Executive Committee.
- 3.4. The Citizen Advisory Group meetings will be open to the public.

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

- 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.
- 4.2. 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.
- 4.3. 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. The Management Committee will be responsible for directing the Vendors regarding their obligations to provide project deliverables in terms of scope, schedule and quality.



- 4.5. 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.
 - 4.6. 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.
 - 4.7. 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.
 - 4.8. 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.
 - 4.9. Management Committee meetings will be confidential.
5. The general organizational structure of the Joint Master Plan project is set forth in Exhibit "C" hereto and incorporated by reference.
6. CITY RESPONSIBILITIES
- 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.
 - 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.
 - 6.3. The CITY shall assist in the coordination, facilitation and outreach associated with the development of the Joint Master Plan.
 - 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.
 - 6.5. The CITY will provide timely review and comment regarding Joint Master Plan deliverables to the GLO.
 - 6.6. The CITY shall work with appropriate local, state and federal governmental agencies to facilitate the Joint Master Plan.
7. GLO'S AND ENDOWMENT'S RESPONSIBILITIES
- 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.
 - 7.2. The GLO and the Endowment will jointly serve as the lead entity for the Joint Master Plan.
 - 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.
 - 7.4. The GLO will defer to the CITY for all matters related to property owned by the CITY, including, without limitation, Alamo Plaza.
 - 7.5. The GLO, the Endowment, and their designees, will provide timely review and comment regarding Joint Master Plan deliverables to the CITY.
 - 7.6. The GLO and the Endowment shall assist in the coordination, facilitation and outreach associated with the development of the Joint Master Plan.
 - 7.7. The GLO and the Endowment will fund the Joint Master Plan costs in accordance with Section V herein.
 - 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

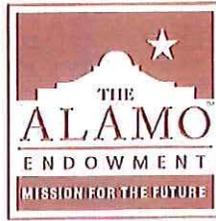
Texas General Land Office
N. Congress Avenue, Mail Code 158
Austin, TX 78701
Attention: General Counsel

ENDOWMENT

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

CITY

City of San Antonio 1700
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

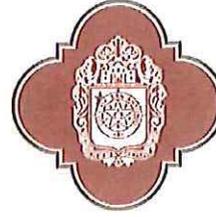
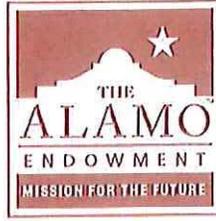
14.1 No Party may assign or transfer its interest in this Agreement or any portion thereof without the written consent of the governing bodies of each of the Parties. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

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

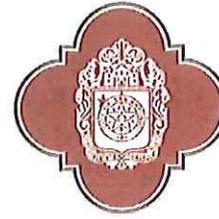
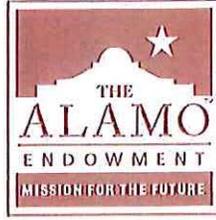
17.1 This Agreement and its integrated Exhibit(s) constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. 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.



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

TEXAS GENERAL LAND OFFICE

By: [Signature]
GEORGE P. BUSH
Commissioner of the General Land Office

Date: Nov. 17, 2015
Legal _____
Director _____
Gen. Counsel _____
Executive [Signature]

THE ALAMO ENDOWMENT

By: [Signature]
GEORGE P. BUSH, Chairman
By: [Signature]
GENE POWELL, Secretary

Nov. 17, 2015
Date

Date

CITY OF SAN ANTONIO, TEXAS

By: [Signature]
Ivy R. Taylor, Mayor
By: [Signature]
Sheryl Sculley, City Manager

Date

Date

EXHIBIT B AGREED VISION AND GUIDING PRINCIPLES

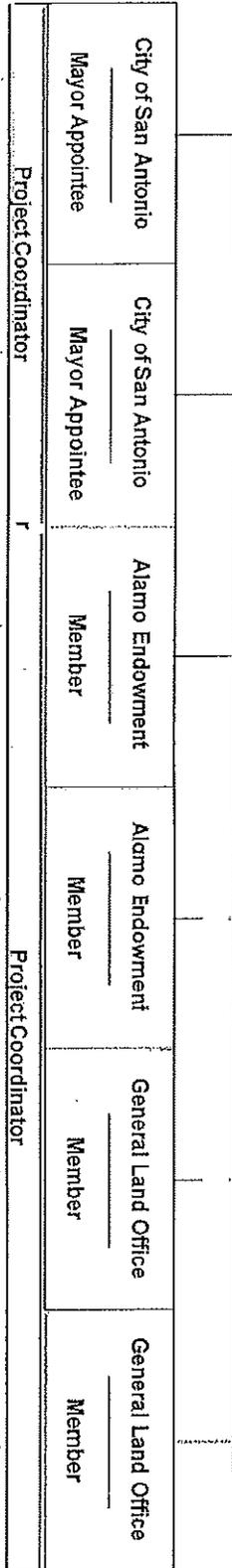
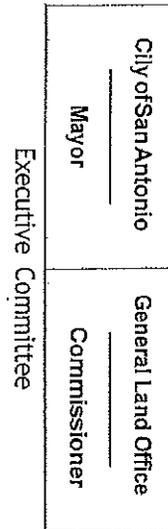
Vision

- 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



REQUIRED INSURANCE

GENERALLY. Provider shall, at its sole expense, acquire, maintain, and keep in force for the duration of this Contract, insurance in the amounts attached herein and under the requirements specified herein. Furthermore, unless specified or otherwise agreed to by the GLO, the required insurance shall be in effect prior to the commencement of work by Provider and shall continue in full force until the earlier as appropriate of (i) the expiration of this Contract; or (ii) such time as the GLO notifies Provider that such insurance is no longer required. Any insurance or self-insurance available to the GLO shall be in excess of, and non-contributing with, any insurance required from Provider. Provider's insurance policies shall apply on a primary basis. If, at any time during the Contract, an insurer or surety fails to provide insurance to Provider or otherwise fails to comply with the requirements of this Contract, Provider shall immediately notify the GLO and replace such insurance or bond with an insurer meeting such requirements.

APPROVAL. Prior approval of the insurance policies by the GLO shall be a condition precedent to any payment of consideration under this Contract and insurance must be submitted for review and approval by the GLO prior to the commencement of work. Any failure of the GLO to timely approve or failure to disapprove the insurance furnished by Provider shall not relieve Provider of Provider's full responsibility to provide the insurance required by this Contract.

CONTINUING COVERAGE. The GLO's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract.

RENEWAL. Provider shall provide the GLO with renewal or replacement certificates no less than thirty (30) days before the expiration or replacement of the required insurance.

ADDITIONAL INSURED ENDORSEMENT. The GLO, its officers, employees, and authorized agents shall be named as additional insureds for all liability arising under this Contract except on Workers' Compensation and Professional Liability policies. **An original additional insured endorsement signed by an authorized insurance company representative must be submitted to the GLO to evidence the endorsement of the GLO as an additional insured on all policies, and the certificate(s) must reference the related GLO Contract Number.**

SUBROGATION. Each liability insurance policy, except Professional Liability and Workers' Compensation, shall provide for a waiver of subrogation as to all additional insureds, and shall be issued by insurance companies authorized to do business in the State of Texas, and currently rated by A.M. Best as "A-" or better.

POLICY CANCELLATION ENDORSEMENT. Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without 30 days' prior written notice to the GLO, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required

Attachment D
GLO Contract No. 16-204-000-9660
2 pages plus form

by this paragraph shall be sent by certified mail to the address specified in this Contract. A copy of this signed endorsement must be attached to this Contract.

ALTERNATIVE INSURABILITY. Notwithstanding the requirements of this Attachment, the GLO reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies and/or bonds required. It will be Provider's responsibility to recommend to the GLO alternative methods of insuring the Contract. Any alternatives proposed by Provider should be accompanied by a detailed explanation regarding Provider's inability to obtain insurance coverage as described in this Contract. The GLO shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

INSURANCE REQUIRED

STATUTORY WORKERS COMPENSATION
\$500,000 EA ACCIDENT/\$500,000 EA. EMPLOYEE AND \$500,000 POLICY LIMIT
EMPLOYERS LIABILITY
\$2 MILLION AGGREGATE GENERAL LIABILITY
\$1 MILLION CSL AUTOMOBILE INSURANCE
\$1 MILLION PROFESSIONAL LIABILITY, ERRORS & OMISSIONS

NOTE: Insurance certificates must be in the form approved by the Texas Attorney General, a sample of which follows this page.

The General Land Office must be named as an additional insured and the Certificate must reference GLO Contract No. **16-204-000-9660**

REQUIRED FORM OF CERTIFICATE FOLLOWS THIS PAGE

