

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF SAN ANTONIO
AND THE NATIONAL PARK SERVICE,
FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF DIGITAL
KIOSKS**

This Memorandum of Agreement (“Agreement”) is entered into by and between the City of San Antonio, a Texas Municipal Corporation and Home-Rule Municipality (hereinafter referred to as “COSA”), acting by and through its City Manager, or designee, pursuant to Ordinance No. _____, passed and approved by the City Council on _____, _____, 2018; and the National Park Service, represented by National Park Service, Texas (hereinafter referred to as the “Park Service”). Hereinafter, COSA and the Park Service collectively are referred to as the "Parties."

WHEREAS, Mission San Jose, Mission Concepcion, the Mission Concepcion Trail Connection, Mission San Juan, and Mission Espada (“Missions”) have been named World Heritage Sites by the United Nations Educational, Scientific and Cultural Organization; and

WHEREAS, on December 14, 2017, the San Antonio City Council passed and approved ordinance 2017-12-14-1017 for an initial five-year term with IKE Smart City, LLC (“IKE”) to install, operate and maintain 25 digital community kiosks (“Digital Kiosks”) which would provide services such as hyper-local information on way-finding, public transit, b-cycle, events, local businesses and park programs to visitors, tourists and residents; and

WHEREAS, COSA desires to install Digital Kiosks that will provide these services at Mission sites; and

WHEREAS, the Park Service manages the Missions; and

WHEREAS, COSA is a non-Federal public entity; and

NOW, THEREFORE, COSA and the Park Service agree as follows:

Article I. - PURPOSE AND AUTHORITIES

This Agreement is entered into by the Parties for the purpose of establishing a mutual framework governing the installation, maintenance, upgrade, relocation, and replacement of Digital Kiosks under the agreement between COSA and IKE established under the Ordinance, and for which the City of San Antonio City Council has appropriated funds.

Article II. - SCOPE

COSA shall direct IKE to install Digital Kiosks at the following Mission sites:

1. Mission Concepcion
807 Mission Road
San Antonio, Texas 78210
2. Mission San Jose
6701 San Jose Drive
San Antonio, Texas 78214

COSA, through its contract with IKE, shall, at its sole expense, install, maintain, upgrade, and replace the Digital Kiosks. COSA shall also be responsible for providing all power and network connectivity required by the Digital Kiosks to operate.

Article III. - INTERAGENCY COMMUNICATIONS / COORDINATION

- A. Each Party shall appoint a Principal Representative to serve as its central point of contact on matters relating to this Agreement. Additional representatives may also be appointed to serve as points of contact as specified by the Parties.
- B. Both COSA and the Park Service agree that ready and reasonable access shall be provided to working level COSA and IKE staff and approved subcontractors in an effort to minimize the need for formal meetings. The Parties are committed to frequent and productive interaction and the establishment of working-level interpersonal relationships, which shall allow for expedient scheduling of field visits, meetings, and all manner of open communications in a sustained effort to achieve the stated goals of this Agreement.

Article IV. - RESPONSIBILITIES OF THE PARTIES

- A. COSA shall:
 1. Provide adequate information regarding projects and other specific activities to initiate installation, maintenance, upgrade, relocation, and replacement of Digital Kiosks at the Mission sites. Upon request, COSA shall provide supplemental information requested by the Park Service.
 2. In consultation with the Park Service, schedule Park Service involvement in the projects identified by COSA.
 3. Provide funds pursuant to the terms of this Agreement.
- B. The Park Service shall:

1. Expedite review of COSA Digital Kiosk equipment-related requests in accordance with the purpose, terms, and conditions of this Agreement. The Park Service shall not redirect resources from, or otherwise postpone, other COSA projects submitted through the standard Park Service review process.

2. Upon submittal of a new request to install or otherwise work on the Digital Kiosks by COSA, and following any meetings and discussions to clarify the scope of anticipated review processes, Park Service staff shall provide COSA with an estimated schedule on which COSA will be provided access to the affected Mission site. COSA shall be able to comment on these schedules and adjust priorities if workloads allow for such changes.

Article V. – FUNDING

All COSA obligations under this Agreement are funded subject to the discretion of City Council whether to appropriate funding. If the City Council fails to appropriate money for any obligation under this Agreement, COSA may terminate this Agreement and have no further liability.

Article VI. - APPLICABLE LAWS

The applicable statutes, regulations, policies, directives, and procedures of the United States shall govern this Agreement and all documents and actions pursuant to it.

Article VII. - PUBLIC INFORMATION

Justification and explanation of COSA programs or projects before other agencies, departments and offices shall not be the responsibility of the Park Service. The Park Service may provide, upon request from COSA, any assistance necessary to support justification or explanations of activities conducted under this Agreement. In general, the Park Service is responsible only for public information regarding Park Service activities.

Article VIII. - MISCELLANEOUS

A. Other Relationships or Obligations. This Agreement shall not affect any pre-existing or independent relationships or obligations between COSA and the Park Service.

B. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

Article IX. - AMENDMENT, MODIFICATION AND TERMINATION

A. This Agreement may be modified or amended only by written, mutual agreement of the Parties. Either party may terminate this Agreement by providing written notice to the other party. Such termination shall be effective upon the ninetieth (90th) calendar day

following notice, unless a later date is set forth. In the event of termination, COSA shall remove all Digital Kiosks installed at Mission sites under this Agreement.

B. This Agreement shall remain in force until whichever of these events occurs first: 1) the termination of the COSA Agreement with IKE under ordinance 2017-12-14-1017, or 2) the Agreement is terminated pursuant to this Article.

Article X. - EFFECTIVE DATE

This Agreement shall become effective on the date of execution by the last Party.

Article X. – INTEGRATION

This Agreement, including any documents incorporated by reference or attachments thereto, constitute the entire agreement between the Parties. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date next to their signatures.

CITY OF SAN ANTONIO

NATIONAL PARK SERVICE

Sheryl Sculley
City Manager

Name: _____

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

City Attorney