

**STATE OF TEXAS  
COUNTY OF BEXAR**

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**FUNDING AGREEMENT  
FOR THE BRACKENRIDGE  
PARK CONSERVANCY**

This Funding Agreement (“Agreement”), pursuant to City Ordinance No. \_\_\_\_ - \_\_\_\_ - \_\_\_\_, is entered into by and between the City of San Antonio, a Texas Municipal Corporation in Bexar County, Texas (“City”), the Board of Directors (“Board”) for Tax Increment Reinvestment Zone Number Thirty-One, City of San Antonio, Texas, and the Brackenridge Park Conservancy (“Developer”), a nonprofit corporation registered in the State of Texas. Together, the City, Board and Developer may be referred to herein as the “Parties.”

**BACKGROUND:**

**WHEREAS**, the City recognizes the importance of its continued role in economic development; community development and urban design and in accordance with Chapter 311 of the Texas Tax Code (the “Act”), the City through Ordinance No. 2008-12-11-1134, established Tax Increment Reinvestment Zone Number Thirty-One, San Antonio, Texas, known as the Midtown TIRZ (“TIRZ”), to promote development and redevelopment which would not otherwise occur solely through private investment; and

**WHEREAS**, the focus of the Midtown TIRZ will be on the four city owned cultural facilities along the Broadway Cultural Corridor: Brackenridge Park, San Antonio Botanical Garden, San Antonio Zoo, and The Witte Museum; and

**WHEREAS**, on or about November 7, 2024, the City and Developer entered into the Brackenridge Park Conservancy Management Agreement; and

**WHEREAS**, in November 2024, the City of San Antonio applied for funding from the City’s Tax Increment Financing Program to undertake necessary capital and infrastructure improvements at Brackenridge Park, 3700 N. Saint Marys St., San Antonio, Texas 78212, located within City Council District 2; and

**WHEREAS**, the proposed funding will also be utilized by Developer for operations in connection with the BPC Management Agreement; and

**WHEREAS**, the cost for capital improvements related to infrastructure upgrades at Brackenridge Park is approximately \$10,000,000; and

**WHEREAS**, pursuant to Section 311.008 of the Act, the Board has authority to enter into agreements that the Board deems necessary or convenient to implement the Project Plan and to achieve the purposes of developing the TIRZ within the scope of those plans; and

**WHEREAS**, in accordance with Section 311.008 of the Act, on November 14, 2024, the Board approved Resolution T31 2024-11-14-02R, attached as **Exhibit A**, authorizing approval of this Agreement, which provides a funding commitment in an amount not to exceed Seven Million Five Hundred Thousand Dollars and No Cents (\$7,500,000.00) in TIF funds and authorizes said commitment to be incorporated into the TIRZ Project Plan; and

**WHEREAS**, pursuant to Ordinance No. \_\_\_\_ - \_\_\_\_ - \_\_\_\_, approved on the \_\_\_\_ day of \_\_\_\_\_, the Board and the Developer agree to enter a binding agreement to ensure that the Developer is reimbursed for the public infrastructure and public improvement costs associated with the Project, described and incorporated herein in the attached **Exhibit B**; and

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, obligations, and benefits contained in this Agreement, the Developer and the Board agree as follows:

#### **ARTICLE I. TERM**

- 1.1 **TERM.** The term of this Agreement shall commence on the Effective Date of this Agreement and end on whichever of the following dates should occur the earliest: (i) the date the Developer receives the final reimbursement for completing the Project; (ii) the date this Agreement is terminated as provided in Article XI; or (iii) termination of the TIRZ, provided that all existing warranties and warranty bonds on the Project shall survive termination of this Agreement.

#### **ARTICLE II. DEFINITIONS**

- 2.1 **AGREEMENT, CITY, BOARD, AND DEVELOPER** – Shall have the meaning specified in the preamble of this document.
- 2.2 **ACT** - The Tax Increment Financing Act of Texas Tax Code, Chapter 311, as may be amended from time to time.
- 2.3 **ADMINISTRATIVE COSTS** – Reasonable costs incurred directly and/or indirectly by the City for the administration of the City's Tax Increment Financing Program.
- 2.4 **AVAILABLE TAX INCREMENT FUNDS** – Is the meaning given in the Act, Section 311.012(a), contributed by each participating taxing entity to the TIF Fund and distributed in accordance with the priority of payment of the TIRZ.
- 2.5 **BPC MANAGEMENT AGREEMENT** – The Brackenridge Park Conservancy Management Agreement as approved by City Council on November 7, 2024, which is incorporated herein as **Exhibit C**.
- 2.6 **CITY'S REVENUE FUND** – A fund established by City for the deposit of Five Million Dollars and No Cents (\$5,000,000) from the issuance of the Certificates of Obligation.
- 2.7 **COMPLETION** – In order for the Project to achieve a state of "Completion", Public Improvements must be approved and accepted by the TIF Division as "completed" in accordance with Section 5.1 of this Agreement.
- 2.8 **CONSTRUCTION SCHEDULE** – The specific timetable for constructing the improvements specified in this Agreement, which timetable is more particularly set forth in **Exhibit D**, attached hereto and incorporated herein for all purposes and which timetable may be amended from time to time pursuant to the provisions of this Agreement.
- 2.9 **EFFECTIVE DATE** - The date that is listed on the signature page of this Agreement.
- 2.10 **FINANCE PLAN** – The Midtown TIRZ Financing Plan, as defined in the Act, and as approved and amended from time to time by the Board and the City, which is incorporated by reference into this document as if set out in its entirety, for all purposes.
- 2.11 **PHASE(S)** – The specific timeline and schedule for the Project's construction and completion, as described in the Construction Schedule incorporated and attached as **Exhibit D**.

- 2.12 **PROJECT** – The Developer’s construction of public improvements as described in Section 4.1 of this Agreement and in attached **Exhibit B**.
- 2.13 **PROJECT COSTS** - Shall have the meaning provided by the Act and as approved by the Board, incurred after execution of this Agreement.
- 2.14 **PROJECT PLAN** – The Project Plan as defined in the Act, for the Midtown TIRZ as approved and amended from time to time by the Board and the City, and incorporated by reference into this document as if set out in its entirety, for all purposes.
- 2.15 **PROJECT SITE** - The real property to be developed by Developer at Brackenridge Park, 3700 N. Saint Marys St., San Antonio, Texas 78212, described in attached **Exhibit E** (Map).
- 2.16 **PROJECT STATUS REPORT** – Statement(s) prepared and submitted by the Developer in accordance with the requirements of this Agreement, including quarterly updates and reports of compliance with laws, ordinances, and contractual requirements, and as described and attached in **Exhibit F**, attached and incorporated herein, for all purposes.
- 2.17 **PUBLIC IMPROVEMENTS** - Improvements that provide a public benefit, including but not limited to utilities, streets, street lights, water and sewer facilities, walkways, parks, flood and drainage facilities, parking facilities, demolition work, fencing and landscaping, without regard to location in or outside of the public right of way, and the categories of work included in the definition of Project in this Agreement.
- 2.18 **PUBLIC INFRASTRUCTURE** – A building, highway, road, excavation, and repair work or other project development or public improvement on the Project Site, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction, and the categories of work included in the definition of Project in this Agreement.
- 2.19 **TAX INCREMENT** – Shall have the meaning provided by Section 311.012 of the Texas Tax Code, and applies only to taxable real property within the TIRZ.
- 2.20 **TIF** – Tax Increment Financing.
- 2.21 **TIF DIVISION** – The division of the City’s Neighborhood & Housing Services (or successor) Department responsible for the management of the City’s Tax Increment Financing Program.
- 2.22 **TIF FUND** - The fund created by the City of San Antonio for the deposit of Tax Increments for the Zone, entitled “Tax Increment Reinvestment Zone Number Thirty-One, City of San Antonio, Texas.”
- 2.23 **TIRZ** - Tax Increment Reinvestment Zone Number Thirty-One, City of San Antonio, Texas, known as the Midtown TIRZ.

### **ARTICLE III. REPRESENTATIONS**

- 3.1 **CITY’S AUTHORITY.** The City represents that as of the date of the execution of this Agreement, the City is a home rule municipality located in Bexar County, Texas, and has authority to carry out the obligations contemplated by this Agreement.

- 3.2 **BOARD'S AUTHORITY.** The Board represents that as of that date of the Board's signature to this Agreement, the Board established pursuant to City Ordinance No. 2008-12-11-1134, has the authority to carry out the functions and operations contemplated by this Agreement.
- 3.3 **DEVELOPER'S AUTHORITY.** Developer represents to the City and the Board that Developer has the authority to enter into this Agreement and perform the requirements set forth herein. Developer's performance shall not violate any applicable judgment, order, law or regulation nor result in the creation of any claim against the City for money or performance, any lien, charge, encumbrance or security interest upon any asset of the City or the Board, except that this Agreement shall constitute a claim against the City's Revenue Fund to the extent provided herein. Developer shall have sufficient capital to perform all of its obligations under this Agreement when it needs to have said capital.
- 3.4 **COOPERATE.** The Parties represent that they shall each cooperate and provide each other all necessary information in order to assist determining compliance with this Agreement.
- 3.5 **DUTY TO COMPLETE IMPROVEMENTS.** The Parties represent that they understand and agree that even after the TIRZ terminates, the Developer shall ensure the successful completion of all required improvements at no additional cost to the TIRZ beyond the maximum TIRZ funding, in accordance with the terms of this Agreement.
- 3.6 **NO INTER-LOCAL AGREEMENTS.** The Parties represent to each other that they understand and agree that the City is the only participating taxing entity contributing 100% of the tax increment to the TIF Fund, and therefore, no other agreements are necessary with any other public entity to make this Agreement effective.
- 3.7 **DEVELOPER BEARS THE RISK.** Developer understands and agrees that any expenditure made by Developer in anticipation of reimbursement from the TIF Fund or the City's Revenue Funds shall not be, nor shall be construed to be, the financial obligations of the City and/or the TIRZ. Developer shall bear all risks associated with reimbursement, including, but not limited to incorrect estimates of tax increment, changes in tax rates or tax collections, changes in law or interpretations thereof, changes in market or economic conditions impacting the Project, changes in interest rates or capital markets, changes in building and development code requirements, changes in City policy, and unanticipated effects covered under legal doctrine of force majeure. Any contribution made by Developer in anticipation of reimbursement from the TIF Fund or the City's Revenue Fund shall never be an obligation of the City's General Fund, but are only obligations of the City's Revenue Fund, and are subject to limitations herein.
- 3.8 **DEVELOPER'S INSURANCE REQUIREMENTS.** As set forth in Section 12 of the BPC Management Agreement, Developer must maintain certain insurance coverage in connection with its operations. Included within that coverage is a requirement to obtain Builder's Risk coverage for 100% of the replacement cost for such structure during the construction phase. Developer represents that it will obtain the appropriate Builder's Risk policy to cover those Project Costs associated with the construction of Public Improvements and Public Infrastructure.

#### ARTICLE IV. THE PROJECT

- 4.1 **PROJECT.** The Project shall consist of the following:
- (a) construction of Public Improvements and Public Infrastructure related to a nature playscape at the Project Site in the amount of \$3,000,000;

- (b) construction of Public Improvements and Public Infrastructure related to interpretive/wayfinding elements within the Project Site in the amount of \$2,000,000; and
- (c) an annual grant award of \$250,000 towards Developer's operations for a period of ten (10) years for total award of \$2,500,000.

## **ARTICLE V. DUTIES AND OBLIGATIONS OF DEVELOPER**

- 5.1 **RESPONSIBILITY TO COMPLETE PROJECT.** Provided Developer receives the funding described in Section 7.2 of this Agreement, and subject to the other terms and conditions of this Agreement, including, but not limited to, force majeure provisions, Developer hereby accepts full responsibility for the performance of all services and activities to complete the Project, as described in this Agreement.
- 5.2 **PROJECT ESTIMATION.** The current budget estimates of the Project are approximately \$10,000,000.00 ("Project Estimation"). Developer shall provide all necessary funding for the Project Estimation beyond the Board's commitment of \$5,000,000.00. Developer shall provide evidence to the Board that all Project Estimation funds have been secured prior to the receipt of any funding under this Agreement. In the event that the scope of the Project is adjusted downward, the Board shall have the option of adjusting its commitment downward accordingly. The Board is not responsible for any costs exceeding the Project Estimation unless agreed to in writing in the form of an amendment to this Agreement. All funding for the Project must be secured by June 1, 2025, otherwise this Agreement can be terminated and the funds released to the Board for reallocation in the TIRZ.
- 5.3 **DISCRETIONARY PROGRAM.** Developer agrees that the TIF program is a discretionary program and that the City and the Board have no obligation to extend TIF to Developer. Developer agrees that it has no vested rights under any regulations, ordinances or laws, and waives any claim to be exempt from applicable provisions of the current and future City Charter, City Code, City Ordinances, and City Unified Development Code, state or federal laws and regulations.
- 5.4 **COMPLIANCE.** Developer agrees to exercise supervision over the construction of the Project, including those portions of the Project eligible for reimbursement. Developer shall comply and cause its contractors and subcontractors to comply with all applicable provisions of the TIF Guidelines, the City Charter, the City Code (including the Unified Development Code such as Universal Design and Construction requirements), and all applicable federal, state and local laws. Developer shall cooperate with the City and the Board in providing all necessary information in order to assist the City in determining Developer's compliance with this Agreement.
- 5.5 **DUTY TO COMPLETE.** Developer agrees to complete, or cause to be completed, the Project. Developer agrees to provide, or cause to be provided, all materials, labor and services for completing the Project. Developer also agrees to obtain or cause to be obtained, all necessary permits and approvals from the City and/or all other governmental agencies having jurisdiction over the construction of the Project.
- 5.6 **COMMENCEMENT OF CONSTRUCTION.** From the Effective Date of this Agreement forward, Developer shall not commence any construction on the Project until the plans and specifications have been approved in writing by the appropriate City department and the requirements of all applicable federal, state, and local laws have been met. For purposes of this Section 5.6, letters of certification or acceptance issued by the City shall constitute written approval of the City and shall not be unreasonably withheld.

- 5.7 **SUPERVISION OF CONSTRUCTION.** Notwithstanding any other provision of this Agreement, Developer agrees to retain and exercise supervision over the construction of the Project, and cause the construction of the Project to be performed, at a minimum, in accordance with all federal, state, and local laws, including, but not limited to the Unified Development Code, Universal Design, Prevailing Wage, Chapter 2258 of the Texas Government Code, the City Code, and the plans and specifications approved by the appropriate City department.
- 5.8 **PAYMENT OF APPLICABLE FEES.** Developer shall be responsible for paying, or causing to be paid, to the City and all governmental agencies the cost of all applicable permit fees and licenses which have not been waived and are required for construction of the Project.
- 5.9 **QUARTERLY STATUS AND COMPLIANCE REPORTS.** Upon the commencement and throughout the duration of the construction of this Project, Developer shall submit to the City's TIF Division Project Status Reports (See Section 2.15 above), on a quarterly basis, no later than on the 15th day of January, April, July and October or, as requested by the City, in accordance with the requirements of this Agreement and of the Status Report Form, attached hereto as **Exhibit F**.
- 5.10 **PROJECT SITE INSPECTION.** Developer shall allow the City and the Board reasonable access to the Project Site owned or controlled by Developer for inspections during and upon completion of construction of the Project, and access to documents and records considered necessary to assess the Project and Developer's compliance with this Agreement. The Board and TIF Division Staff shall be provided a right of entry onto the Project Site to conduct random walk-through inspections of the Project's development subject to all security and site safety requirements.
- 5.11 **PUBLIC ENGAGEMENT.** To the extent necessary, Developer will engage in public comment regarding the scope of the Project. Such public discussions will occur prior to beginning construction of the Project.

## **ARTICLE VI. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

- 6.1 Developer warrants and represents that it will comply with all Federal, State and Local laws and regulations and will use all reasonable efforts to ensure said compliance by any and all contractors and subcontractors that may work on the Project.
- 6.2 Plans must conform to Americans with Disabilities Act requirements and must be approved by the Texas Department of Licensing and Regulation before construction may begin. Inspections and final approval shall be the responsibility of Developer.

## **ARTICLE VII. OBLIGATIONS OF THE BOARD**

- 7.1 **ELIGIBLE PROJECT COSTS.** Costs shall be considered eligible only if approved by the Board, incurred directly and specifically in the performance of, and in compliance with this Agreement and all applicable laws.
- 7.2 **PLEDGE OF FUNDS FOR CONSTRUCTION PROJECTS.** The Board hereby pledges TIF Funds, as payment to City for debt service on Five Million Dollars and No Cents (\$5,000,000.00) plus interest and fees, in Certificates of Obligation issued for eligible Project Costs, subject to the terms and conditions in this Agreement, priority of payment schedule, and termination of the TIRZ.

- 7.3 **PLEDGE OF GRANT FUNDS.** The Board hereby pledges TIF Funds, as a grant to the Developer for annual operations, in an amount up to Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00) per year for a period ten (10) years, subject to the terms and conditions in this Agreement, priority of payment schedule, and termination of the TIRZ. The total amount of the grant to the Developer over the period of ten (10) years will be Two Million Five Hundred Thousand Dollars and No Cents (\$2,500,000.00).

#### ARTICLE VIII. NOTICE

- 8.1 **ADDRESSES.** Any notice sent under this Agreement shall be written and mailed with sufficient postage, sent by certified mail, return receipt requested, documented facsimile or delivered personally to an officer of the receiving Party at the following addresses:

**THE CITY**

City of San Antonio

Attn: TIF Division

City Tower

100 W. Houston St., 6<sup>th</sup> Floor

San Antonio, Texas 78205

**THE DEVELOPER**

Brackenridge Park Conservancy

Attn: Chief Executive Officer

P.O. Box 6311

San Antonio, Texas 78209

And

**THE BOARD**

Midtown TIRZ # 11

Attn: TIF Division

100 W. Houston St., 6<sup>th</sup> Floor

San Antonio, Texas 78205

Martin & Drought PC

Attn: Frank Burney

112 E. Pecan St., Ste 1616

San Antonio, Texas 78205

- 8.2 **CHANGE OF ADDRESS.** Notice of change of address by either Party must be made in writing and mailed to the other Party within 5 business days of such change.

#### ARTICLE IX. RECORDS

- 9.1 **RIGHT TO REVIEW.** The Board shall have the right to access records related to the Project, including but not limited to the Project's construction schedule and expenditures. At the Request of the Board, the Developer agrees to provide the Board and the TIF Division access to records related to the Project for examinations during regular business hours.
- 9.2 **PRESERVATION OF RECORDS.** Developer shall retain, preserve, and make available to the Board all records and accounts relating to the Project and this Agreement throughout the term of this Agreement and for 12 months after the termination of this Agreement.
- 9.3 **DISCREPANCIES.** Should errors be discovered in internal controls or in record keeping associated with the Project, such discrepancies shall be corrected upon discovery or within a reasonable period of time, not to exceed 60 days after discovery. The Board shall be informed of the action taken to correct such discrepancies.

- 9.4 **OVERCHARGES.** If it is determined that the TIRZ has been overcharged for the cost of the Public Infrastructure or Public Improvements, then such overcharges shall be immediately returned to the TIF Fund and become due and payable with interest at the maximum legal rate under applicable law from the date the Developer paid such overcharges.

## **ARTICLE X. GRANT AND REIMBURSEMENT**

- 10.1 **INITIAL GRANT INVOICE.** On or about January 1, 2025, Developer will submit to the TIF Division an invoice for the annual operational expenses in the amount of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00). Should there be discrepancies in the invoice or if more information is required, Developer will have thirty (30) calendar days upon notice by the TIF Division to correct any discrepancy or submit additional requested information. Failure to timely submit the additional information requested by the TIF Division may result in the delay of Developer's requested grant.
- 10.2 **SUBSEQUENT GRANT INVOICES.** On or about January 1<sup>st</sup> of each subsequent calendar year for an additional nine (9) years, Developer will submit to the TIF Division an invoice for the annual operational expenses in the amount of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00). Should there be discrepancies in the invoice or if more information is required, Developer will have thirty (30) calendar days upon notice by the TIF Division to correct any discrepancy or submit additional requested information. Failure to timely submit the additional information requested by the TIF Division may result in the delay of Developer's requested grant.
- 10.3 **MAXIMUM GRANT.** Following Board approval and City Council authorization, Developer will receive a maximum grant over the ten-year time period of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$2,500,000.00) for Developer operations.
- 10.4 **CPPR APPROVAL FOR REIMBURSEMENT OF PROJECTS COSTS.** Upon completion of eligible Public Infrastructure and Public Improvements, which are related to the Project as described in Section 4.1(a) and (b) above, Developer may submit to the TIF Division a completed CPPR. Should there be discrepancies in the CPPR or if more information is required, Developer will have thirty (30) calendar days upon notice by the TIF Division to correct any discrepancy or submit additional information requested. Failure to timely submit the additional information requested by the TIF Division may result in delay of Developer's requested expense reimbursement.
- 10.5 **MAXIMUM REIMBURSEMENT OF DEVELOPER.** Following the Board's authorization, the Developer shall receive, in accordance with the Project Plan, reimbursements for Public Improvements of up to a maximum of FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000.00) on eligible Project Costs.
- 10.6 **PROCESSING OF PAYMENT REQUESTS.** Authorized reimbursements of Available Tax Increment Funds shall be made to Developer and shall not be unreasonably denied provided that the City has no active claim for reimbursement under this section.
- 10.7 **PRIORITY OF PAYMENT.** The Parties agree that the TIF Fund will reimburse Developer for Projects Costs in the order of priority of payment for the TIRZ.
- 10.8 **INVALID PAYMENTS.** If any payment to Developer is held invalid, ineligible, illegal or unenforceable under applicable federal, state or local laws, then and in that event it is the intention

of the Parties that such invalid, ineligible, illegal or unenforceable payment shall be repaid in full by Developer to the City for deposit into the TIF Fund and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable payment was never contained herein.

## ARTICLE XI. TERMINATION

- 11.1 **TERMINATION.** For purposes of this Agreement, termination shall mean the expiration of the term as provided by Article I. Section 1.1 Term, herein. In addition, Developer and/or the Board may terminate this Agreement in the following manners: (1) Termination by Mutual Consent pursuant to Section 11.2 and (2) Termination for Cause pursuant to Section 11.3.
- 11.2 **TERMINATION BY MUTUAL CONSENT.** This Agreement may also be terminated by mutual consent and a written agreement of the Parties. In such case, the Parties shall agree upon the reason(s) of such termination, the termination conditions, the proposed pay-back plan of disbursed funds, and the proposed effective date of such termination.
- 11.3 **TERMINATION FOR CAUSE.** Each Party shall have the right to terminate this Agreement in whole or in part for cause if the Developer fails to perform the terms and conditions herein or, if the Developer fails to cure a default within 60 days after receiving written notice of Default from the Board, requesting that the failure be cured.
- 11.4 **CURE.** Upon written Notice of Default resulting from a breach of this Agreement, such default may be cured within 60 days from the date of the Notice of Default.
- 11.5 **NOTICE OF TERMINATION.** In the event that either Party fails to comply with this Agreement, such non-compliance shall be deemed a default and this Agreement may summarily be terminated upon the issuance of a written Notice of Termination, which shall include: (1) the reasons for termination; and (2) the effective date of Termination.
- 11.6 **RECAPTURE.** If the Board terminates this Agreement for cause, then the TIRZ shall have the right to recapture all the disbursed City's Revenue Funds made under this Agreement and Developer shall repay and deposit all City Revenue Funds disbursed to Developer under this Agreement to the City's Revenue Fund within 60 days from the date of Notice of Termination.
- 11.7 **OTHER REMEDIES AVAILABLE.** The Board shall have the right to seek any remedy in law to which it may be entitled, in addition to termination and repayment of funds, if the Developer defaults under the material terms of this Agreement.

## ARTICLE XII. CHANGES AND AMENDMENTS

- 12.1 **AUTOMATIC INCORPORATION OF LAWS.** Changes in Federal, State and local laws, rules, or regulations may occur during the term of this Agreement and any such change(s) shall be automatically incorporated into this Agreement without written amendment to this Agreement, and shall become a part of this Agreement as of the effective date of the rule, regulation or law.
- 12.2 **INVALID PROVISION.** If any provision of this Agreement is held invalid, ineligible, illegal or unenforceable under City, State, or Federal laws, then said provision and the remainder of this Agreement shall be construed as if such provision was never contained in this Agreement.

- 12.3 **AMENDMENTS.** Except when the terms of this Agreement expressly provide otherwise, any alteration, addition, or deletion that constitutes a material change to the terms of this Agreement shall be effectuated by an amendment, in writing, executed by the passage of Board Resolution and subsequent City Ordinance. For amendments that provide additional funding commitments of less than \$50,000, only Board approval shall be required. Following Board approval, the Director of Neighborhood Housing or his or her designee shall have authority to execute such amendments without further action by the San Antonio City Council.

### **ARTICLE XIII. NON-DISCRIMINATION**

- 13.1 **NON-DISCRIMINATION.** In accordance with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code, no person shall, on the ground of race, color, national origin, religion, sex, age, gender (to include transgender), sexual orientation, veteran status or disability, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied access to any program or activity funded in whole or in part under this Agreement.

### **ARTICLE XIV. GOVERNING LAW**

- 14.1 **TEXAS LAW.** This Agreement shall be construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in with this in Bexar County, Texas. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in Bexar, County Texas.

### **ARTICLE XV. CAPTIONS**

- 15.1 **CAPTIONS.** All captions herein are only for the convenience of reference and shall not be construed to have any effect or meaning as to this Agreement.

### **ARTICLE XVI. ENTIRE AGREEMENT**

- 16.1 **FINAL AGREEMENT.** This written Agreement embodies the final and entire agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the Parties.
- 16.2 **INCORPORATION AND EXHIBITS.** Exhibits referenced below are incorporated herein and shall be considered a part of this Agreement, except that if there is a conflict between an Exhibit and a provision of this Agreement, the provision of this Agreement shall prevail over the Exhibit.

EXHIBIT A - T31-2024-11-14-02R

EXHIBIT B - The Brackenridge Park Project List

EXHIBIT C - Brackenridge Park Conservancy Management Agreement

EXHIBIT D - Construction Schedule

EXHIBIT E - Project Site (Map)

EXHIBIT F - Project Status Report Form

*Signatures on the following page*

**EXECUTED BY THE PARTIES IN DUPLICATE ORIGINALS**, each of which shall have the full force and effect of an original on this the \_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF SAN ANTONIO,**  
a Texas Municipal Corporation

**BOARD OF DIRECTORS**  
Midtown TIRZ #31

\_\_\_\_\_  
Erik Walsh  
CITY MANAGER  
Date: \_\_\_\_\_

\_\_\_\_\_  
Lori Houston  
PRESIDING OFFICER  
Date: \_\_\_\_\_

**BRACKENRIDGE PARK  
CONSERVANCY**

\_\_\_\_\_  
Chris Maitre  
CHIEF EXECUTIVE OFFICER  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY