

APR 30 2002

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

INTERLOCAL AGREEMENT

I. PARTIES

A. Address

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and among the **CITY OF HOUSTON, TEXAS** (“City”), a municipal corporation and home-rule city of the State of Texas principally situated in Harris County, acting by and through its governing body, the City Council; **HARRIS COUNTY**, a body corporate and politic under the laws of the State of Texas, acting by and through its governing body, the Harris County Commissioners Court; **REINVESTMENT ZONE NUMBER NINE, CITY OF HOUSTON, TEXAS** (“South Post Oak Zone”), a reinvestment zone created by the City of Houston pursuant to chapter 311 of the Texas Tax Code, acting by and through its Board of Directors; and **SOUTH POST OAK REDEVELOPMENT AUTHORITY** (“Redevelopment Authority”), a local government corporation created by the City of Houston pursuant to chapter 431 of the Texas Transportation Code, acting by and through its Board of Directors. This Agreement is made pursuant to chapter 791 of the Texas Government Code and chapter 311 of the Texas Tax Code.

The initial addresses of the parties, which any party may change by giving written notice of its changed address to the other parties, are as follows:

City

Director, Planning and Development
Department
City of Houston
P. O. Box 1562
Houston, Texas 77251

Harris County

Harris County
Harris County Administration Building
1001 Preston Avenue, Ninth Floor
Houston, Texas 77002
Attention: Director Department of Management
Services

South Post Oak Zone

Reinvestment Zone Number Nine,
City of Houston, Texas
c/o Knudson & Associates
8588 Katy Freeway, Suite 441
Houston, Texas 77024
Attention: Patricia Joiner

Redevelopment Authority

South Post Oak Redevelopment Authority
c/o Knudson & Associates
8588 Katy Freeway, Suite 441
Houston, Texas 77024
Attention: Patricia Joiner

B. Index

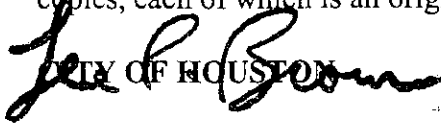
The City, Harris County, the South Post Oak Zone and the Redevelopment Authority hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:

<u>Section</u>	<u>Description</u>	<u>Page</u>
I.	Parties	1
II.	Definitions	5
III.	Background	6
IV.	Obligations of Harris County	6
V.	Obligations of City, South Post Oak Zone and Redevelopment Authority	10
VI.	Term and Termination	12
VII.	Miscellaneous	12

C. Parts Incorporated

All of the above described sections and documents are hereby incorporated into this Agreement by this reference for all purposes.

IN WITNESS WHEREOF, the City, Harris County, the South Post Oak Zone and the South Post Oak Redevelopment Authority have made and executed this Agreement in multiple copies, each of which is an original.


CITY OF HOUSTON

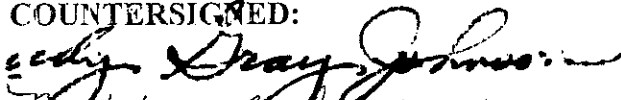
Mayor  Date 12/20/02

ATTEST/SEAL:



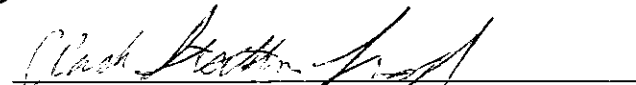
City Secretary Date 12/20/02

COUNTERSIGNED:



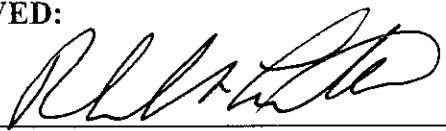
City Controller Date 1/22/03

APPROVED AS TO FORM:



Senior Assistant City Attorney
L. D. File No. 0349700601012
U:\TIRZ\S\SPOSTOAK\interlocal\county\4.doc

APPROVED:



Director Date
Planning and Development Department

APPROVED AS TO FORM:

HARRIS COUNTY

MICHAEL A. STAFFORD
County Attorney

By: *Nicholas J. Lykos*
NICHOLAS J. LYKOS
Senior Assistant County Attorney

Robert Eckels
ROBERT ECKELS
County Judge

Date Signed: APR 30 2002

**REINVESTMENT ZONE NUMBER NINE,
CITY OF HOUSTON, TEXAS (South Post
Oak Zone)**

ATTEST SEAL:

By: *Algenita Davis*
Name: Algenita Davis
Title: Chairman, Board of Directors

By: *Jessica Farrar*
Name: Jessica Farrar
Title: Secretary, Board of Directors

Date Signed: July 26, 2002

Date Signed: July 31, 2002

**SOUTH POST OAK
REDEVELOPMENT AUTHORITY**

ATTEST SEAL:

By: *Algenita Davis*
Name: Algenita Davis
Title: Chairman, Board of Directors

By: *Jessica Farrar*
Name: Jessica Farrar
Title: Secretary, Board of Directors

Date Signed: July 26, 2002

Date Signed: July 31, 2002

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

“Agreement” means this agreement by and among the City, Harris County, the South Post Oak Zone and the South Post Oak Redevelopment Authority.

“Agreement Term” is defined in Section VI.

“Captured Appraised Value” means the captured appraised value of the South Post Oak Zone, as defined by Chapter 311, Texas Tax Code.

“City” is defined in Section I of this Agreement and includes its successors and assigns.

“Countersignature Date” means that date shown as the date that this Agreement is countersigned by the City Controller on page 3 of this Agreement.

“Harris County” is defined in Section I of this Agreement and includes Harris County and its successors and assigns.

“Harris County Tax Increment Participation” means the amount of the Harris County tax levy on the Captured Appraised Value which Harris County agrees to contribute to the South Post Oak Zone pursuant to Subsections A and B of Section IV of this Agreement.

“Low-Income Housing” shall mean housing affordable by families with incomes that are eighty percent or below the Median Income, as determined and adjusted from time to time by the U.S. Department of Housing and Urban Development.

“Median Income” shall mean the income determined and published by the U.S. Department of Housing and Urban Development that represents the median income for the Houston MSA, and as adjusted from time to time.

“Project Plan” means the project plan and reinvestment zone financing plan for the South Post Oak Zone adopted by the board of directors of the South Post Oak Zone and approved by the City Council of the City on July 14, 1999 by City of Houston Ordinance No. 1999-0721, and amended on August 11, 1999 by City of Houston Ordinance No. 1999-825.

“Redevelopment Authority” means the South Post Oak Redevelopment Authority, a not-for-profit local government corporation acting on behalf of the City.

“South Post Oak Zone” means Reinvestment Zone Number Nine, City of Houston, Texas, created by the City on December 17, 1997 by Ordinance No. 97-1570, and includes its successors and assigns.

“Tax Increment Fund” means the tax increment fund created by the City in the City Treasury for the South Post Oak Zone.

Otherwise, the terms used herein have the meanings ascribed to them in Chapter 311, Texas Tax Code.

III. BACKGROUND

On December 17, 1997, the City created the South Post Oak Zone by adoption of City of Houston Ordinance No. 97-1570, for the purposes of development and redevelopment in the South Post Oak Area. The Board of Directors of the South Post Oak Zone initially adopted a project plan and reinvestment zone financing plan, which was approved by the City on July 14, 1999 by City of Houston Ordinance No. 1999-0721, and amended on August 11, 1999 by City of Houston Ordinance No. 1999-825. The City has agreed to participate in the South Post Oak Zone by contributing tax increments produced in the South Post Oak Zone to the Tax Increment Fund. On January 27, 1998, the Commissioners Court of Harris County approved an order to participate in the South Post Oak Zone to the extent of one-hundred percent (100%) of its tax increment in the South Post Oak Zone, effective January 1, 1999, through and including the tax year 2021. The parties now desire to enter into an interlocal agreement pursuant to TEX. TAX CODE ANN. §311.013(f).

IV. OBLIGATIONS OF HARRIS COUNTY

A. Tax Increment Participation by Harris County

For and in consideration of the agreements of the parties set forth herein, and subject to the remaining subsections of this section, the parties agree that Harris County's participation in the South Post Oak Zone is a contribution, to the extent authorized by law, to the Tax Increment Fund during the term of this Agreement of one hundred percent (100%) of the tax increment attributed to the Captured Appraised Value in the South Post Oak Zone attributable to Harris County for the period January 1, 1999 through December 31, 2021; and that the contributions of the Harris County Flood Control District, the Port of Houston Authority of Harris County, Texas, the Harris County Hospital District and the Harris County Department of Education and any other taxing entity for whom Harris County imposes taxes, either now or in the future, shall be zero percent (0%) of the tax increment attributed to the Captured Appraised Value in the South Post Oak Zone attributable to the Harris County Flood Control District, the Port of Houston Authority of Harris County, Texas, the Harris County Hospital District, the Harris County Department of Education, and any other taxing entity for whom Harris County imposes taxes, either now or in the future. It is further agreed that should for any reason the City or the South Post Oak Zone receive funds due to a tax increment attributable to any of the entities named in this paragraph in excess of the contribution as agreed in this paragraph, the City, the South Post Oak Zone or the Redevelopment Authority shall return, within 30 days of notification by Harris County, such excess amount to such entity, and such funds will be deemed not to have been deposited in the Tax Increment Fund. It is agreed that the Harris County Flood Control District, the Port of Houston Authority of Harris County, Texas, the Harris County Hospital District and the Harris County Department of Education and all other taxing entities for whom Harris County

imposes taxes, either now or in the future, are third party beneficiaries of this Agreement and shall be able to enforce its terms.

In the event that the City, the South Post Oak Zone or the Redevelopment Authority expends funds inconsistent with the Project Plan or this Agreement, then Harris County shall provide written notification to the City, the South Post Oak Zone and the Redevelopment Authority of the breach, and the defaulting party shall have sixty days from the date of notification to cure the breach. In the event the breach is not cured within the sixty-day period, Harris County may suspend all tax increment payments until the breach is cured.

Harris County is not obligated to pay its Harris County Tax Increment Participation from any source other than taxes collected on the Captured Appraised Value. Furthermore, Harris County has no duty or obligation to pay the Harris County Tax Increment Participation from any other Harris County taxes or revenues or to pay until the Harris County Tax Increment Participation in the South Post Oak Zone is actually collected. Any portion of the taxes representing the Harris County Tax Increment Participation that are paid to Harris County and subsequently refunded pursuant to the provisions of the Texas Tax Code shall be offset against future payments to the Tax Increment Fund. The obligation to pay the Harris County Tax Increment Participation accrues as taxes representing the Harris County Tax Increment Participation are collected by Harris County, and payment shall be due as provided in section 311.013(c) of the Texas Tax Code. No interest or penalty will be charged to Harris County for any late payment received from Harris County; provided, however, that penalty and interest received by Harris County on any delinquent taxes from the Harris County Tax Increment Participation shall be paid to the Tax Increment Fund in the amounts required by section 311.013(c) of the Texas Tax Code.

The parties agree that no administrative fees shall be paid to the City of Houston from the Harris County Tax Increment Participation.

B. Affordable Housing: Tax Increment Limitation

In accordance with TEX. TAX CODE ANN. § 311.011(f) (Vernon 2002), in a zone designated under § 311.005(a)(5), the Project Plan provides that at least one-third of the tax increment of the zone be used to provide affordable housing during the term of the South Post Oak Zone. The parties agree that in furtherance of this requirement, one-third of the Harris County Tax Increment Participation (“Affordable Housing Increment”) shall be dedicated to costs associated with the provision of Low Income Housing within the South Post Oak Zone.

C. Expansion of South Post Oak Zone

The obligation of Harris County to participate in the South Post Oak Zone is limited to the area described in City of Houston Ordinance Nos. 97-1507 and 1999-0721. Harris County’s participation does not extend to the tax increment on any additional property added to the South Post Oak Zone by the City or any amendment to the Project Plan by the South Post Oak Zone and the City that would increase the total amount of project costs unless Harris County specifically agrees to participate in the additional area or amendment to the Project Plan. In addition, Harris County’s participation does not extend to any dedication of revenue from the Tax Increment Fund by the South Post Oak Zone for projects (other than affordable housing projects) outside the South Post Oak Zone, unless Harris County agrees to participate in the dedication.

D. Board of Directors

Pursuant to the provisions of Section 311.009(b), Texas Tax Code, the Harris County Commissioners Court shall have the unequivocal right to appoint and thereafter at all times

maintain one (1) member on the Board of Directors of the South Post Oak Zone. Harris County may also appoint and maintain as many non-voting ex officio members on the Board of Directors of the South Post Oak Zone as Harris County may desire.

E. Reconciliation of Accounts

Harris County will reconcile the amount of tax increments attributable to Harris County's tax increment participation for the South Post Oak Zone within 30 days after this Agreement becomes effective. Within 30 days of the reconciliation, Harris County will remit to the City its tax increment participation determined to be due and owing for the South Post Oak Zone.

V. OBLIGATIONS OF CITY, SOUTH POST OAK ZONE AND REDEVELOPMENT AUTHORITY

A. Project Plan

Any member of the Harris County Commissioners Court may review and comment upon any amendment to the Project Plan before any amendments thereto are submitted to the City Council for City approval. The City agrees to provide Harris County with a copy of any proposed amendments at least 14 days prior to their submission to the City Council for approval. Harris County's Participation in the South Post Oak Zone does not extend to any amendment to the Project Plan subsequent to the date of the order of Commissioners Court authorizing approval of this Agreement unless Harris County agrees to further participate and amend its order accordingly.

B. Disposition of Tax Increments

Upon termination of the South Post Oak Zone, and after all bonded indebtedness of the South Post Oak Zone has been paid, the City and the South Post Oak Zone shall pay to Harris County, within sixty (60) days of said termination, all monies remaining in the Tax Increment

Fund that are attributable to the Harris County Tax Increment Participation paid by Harris County into the Tax Increment Fund.

C. Audits

The City shall provide to Harris County a copy of each of the audits that are submitted to the City and are required by the Agreement by and between the City of Houston, Texas, Reinvestment Zone Number Nine, City of Houston, Texas and the South Post Oak Redevelopment Authority approved by City of Houston Ordinance No. 1999-923, as it may be amended from time to time, within thirty (30) days of receipt of each audit. In addition, the City or the Redevelopment Authority shall provide to Harris County a copy of all reports, studies and analyses prepared by the City, the Redevelopment Authority or others on their behalf that concern the expenditure of Tax Increment Funds of the South Post Oak Zone. Harris County shall have the right to audit the City's Tax Increment Fund, the books and records of the Redevelopment Authority and the South Post Oak Zone upon 30 days written notice to the City, the Redevelopment Authority or the South Post Oak Zone. Any such audit shall be at Harris County's expense.

VI. TERM AND TERMINATION

A. Agreement Term

This Agreement becomes effective as of the date of the final signature hereto. The term of this Agreement shall commence with the tax year beginning on January 1, 1999. This Agreement shall terminate on December 31, 2021, or when the total tax increments contributed by Harris County equal \$2,829,484 (Project Plan amount, \$1,886,323 and affordable housing amount, \$943,161), as described in the Project Plan unless earlier terminated by the parties hereto. It is the intent of the parties that Harris County's participation in the South Post Oak Zone, or any expansion thereof, is limited to the term stated herein. Nothing in this Agreement,

however, limits the authority of the Harris County Commissioners Court to extend the term of this Agreement or increase the amount of the Harris County Tax Increment Participation in the South Post Oak Zone, as set forth in Section IV of this Agreement. Upon termination of this Agreement, the obligation of Harris County to contribute to the Tax Increment Fund for the South Post Oak Zone shall end. However, any refund obligations of the City, the South Post Oak Zone or the Redevelopment Authority shall survive such termination.

B. Early Termination

The South Post Oak Zone may terminate pursuant to the provisions of Texas Tax Code Section 311.017.

VII. MISCELLANEOUS

A. Severability

In the event any term, covenant or condition herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, except as stated in the next paragraph.

In the event any term, covenant or condition shall be held invalid and affects in any manner the limitations on any party's contributions or participation, then neither Harris County, nor any other party, shall have any liability for any incremental or other payments as may otherwise be provided for in this Agreement.

B. Entire Agreement

This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

C. Written Amendment

Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each party.

D. Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third (3rd) day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address prescribed in Section I of this Agreement or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

E. Non-Waiver

Failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any other right or remedy occurring as a result of any future default or failure of performance.

F. Assignment

No party shall assign this Agreement at law or otherwise without the prior written consent of the other parties. No party shall delegate any portion of its performance under this Agreement without the written consent of the other parties.

G. Successors

This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any officer, agent or employee of the City, Harris County, the South Post Oak Zone or the Redevelopment Authority.

H. No Waiver of Immunity

No party hereto waives or relinquishes any immunity or defense on behalf of itself, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.

THE STATE OF TEXAS §
 COUNTY OF HARRIS §

The Commissioners Court of Harris County, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the _____ day of APR 30 2002, 2002, with the following members present, to-wit:

Robert Eckels	County Judge
El Franco Lee	Commissioner, Precinct No. 1
James Fonteno	Commissioner, Precinct No. 2
Steve Radack	Commissioner, Precinct No. 3
Jerry Eversole	Commissioner, Precinct No. 4

and the following members absent, to-wit: Fonteno, constituting a quorum, when among other business, the following was transacted:

ORDER APPROVING AND AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT AMONG HARRIS COUNTY, CITY OF HOUSTON, TEXAS, REINVESTMENT ZONE NUMBER NINE, CITY OF HOUSTON, TEXAS AND SOUTH POST OAK REDEVELOPMENT AUTHORITY

Commissioner Lee introduced an order and made a motion that the same be adopted. Commissioner Radack seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

		Vote of the Court:		
		Yes	No	Abstain
AYES:	Judge Eckels	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NAYS:	Comm. Fonteno	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTENTIONS:	Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Eversole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

RECITALS:

On or about December 17, 1997, the City Council of the City of Houston, Texas, pursuant to chapter 311 of the Texas Tax Code, adopted Ordinance No. 97-1570 designating a contiguous geographic area as Reinvestment Zone Number Nine, City of Houston, Texas ("South Post Oak Zone") and describing the boundaries of the South Post Oak Zone; and

On or about December 2, 1997, the Commissioners Court of Harris County, pursuant to TEX. TAX CODE ANN. §311.003(e), approved an order waiving the requirement that it receive sixty (60) days notice of the public hearing; and

Presented to Commissioner's Court

APR 30 2002

APPROVE _____
 Recorded Vol _____ Page _____

On or about January 27, 1998, the Commissioners Court of Harris County, pursuant to TEX. TAX CODE ANN. § 311.013(f), approved an order of participation in the South Post Oak Zone subject to the approval of an interlocal agreement among the parties; and

The Commissioners Court of Harris County desires to approve Harris County entering into an interlocal agreement with the City of Houston, Texas, Reinvestment Zone Number Nine, City of Houston, Texas and South Post Oak Redevelopment Authority based upon the aforesaid representations. **NOW, THEREFORE,**

BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:

Section 1: The recitals set forth in this order are true and correct.

Section 2: The Interlocal Agreement is approved and the County Judge of Harris County or his designee is authorized to execute an Interlocal Agreement with the City of Houston, Texas, Reinvestment Zone Number Nine, City of Houston, Texas and South Post Oak Redevelopment Authority. The Agreement is attached hereto and made a part hereof for all purposes.

Section 3: The Clerk of Commissioners Court shall transmit forthwith a copy of this Order to the Harris County Appraisal District, the Assessor and Collector of Taxes for Harris County, the Mayor and City Council of the City of Houston, Texas, the Board of Directors of Reinvestment Zone Number Nine, City of Houston, Texas and the Board of Directors of South Post Oak Redevelopment Authority.

TO: Mayor via City Secretary

REQUEST FOR COUNCIL ACTION

54679

SUBJECT: An Ordinance Authorizing and Approving an Interlocal Agreement between the City of Houston, Harris County, and Reinvestment Zone Number Nine (South Post Oak).	Category # 1	Page 1 of 1	Agenda Item # 40
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FROM: (Department or other point of origin): Planning and Development	Origination Date December 2, 2002	Agenda Date 11 DEC 02
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DIRECTOR'S SIGNATURE: 	Council Districts affected: District D--CM Edwards
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For additional information contact: Robert M. Litke Phone: 7-7709 Bill Calderon Phone: 7-7787	Date and identification of prior authorizing Council Action: Ord. 97-1570, December 17, 1997; Ord. 1999-0721, July 14, 1999; Motion 1999-1386, August 11, 1999; Ord. 1999-825, August 11, 1999; Res. No. 1999-45, August 11, 1999; Ord. 1999-0913, August 18, 1999; Ord. 1999-923, August 25, 1999.
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RECOMMENDATION: (Summary)

That City Council approve an Ordinance authorizing an Interlocal Agreement between the City of Houston, Harris County, and Reinvestment Zone Number Nine, City of Houston, Texas (South Post Oak).

Amount and Source of Funding: No Funding Required	F & A Budget
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Specific Explanation:

On April 30, 2002, the Harris County Commissioners Court approved an Interlocal Agreement between the City of Houston, and Reinvestment Zone Number Nine, City of Houston, Texas, (South Post Oak). The Interlocal contains the following provisions:

1) A specific cap on County tax increment revenue contributions to the zone; 2) County audit of Zone; 3) Provide the County copies of any reports or studies generated on behalf of the City.

Harris County's contribution in the South Post Oak TIRZ will be limited to \$2,829,484 (Project Plan amount--\$1,886,323, and the zone's affordable housing amount--\$943,161), which is the total amount the County agreed to contribute based on the Project Plan & Reinvestment Zone Financing Plan approved by City Council Ordinance No. 1999-0721, and subsequently amended by City Council Ordinance No. 1999-825.

cc: Agenda Director
 City Secretary
 City Attorney

REQUIRED AUTHORIZATION

F&A Director:	Other Authorization:	Other Authorization:
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02-1147
54879

Controller's Office

To the Honorable Mayor and City Council of the City of Houston:

I hereby certify, with respect to the money required for the contract, agreement, obligation or expenditure contemplated by the ordinance set out below that:

- () Funds have been encumbered out of funds previously appropriated for such purpose.
- () Funds have been certified and designated to be appropriated by separate ordinance to be approved prior to the approval of the ordinance set out below.
- () Funds will be available out of current or general revenue prior to the maturity of any such obligation.
- () No pecuniary obligation is to be incurred as a result of approving the ordinance set out below.
- () The money required for the expenditure or expenditures specified below is in the treasury, in the fund or funds specified below, and is not appropriated for any other purposes.
- () A certificate with respect to the money required for the expenditure or expenditures specified below is attached hereto and incorporated herein by this reference.
- (X) Other - Contingent on receipt of tax increment

Date: December 9, 2002

John A. Garcia
Markell B. Appel
City Controller of the City of Houston

job ms
FUND REF: NA-70-NA-NA AMOUNT: \$0.00 ENCUMB. NO.: RF 70020-03

City of Houston, Texas, Ordinance No. 2002- 1147

AN ORDINANCE APPROVING AND AUTHORIZING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HOUSTON, HARRIS COUNTY, REINVESTMENT ZONE NUMBER NINE, CITY OF HOUSTON, TEXAS (SOUTH POST OAK ZONE) AND THE SOUTH POST OAK REDEVELOPMENT AUTHORITY RELATING TO THE PARTICIPATION OF HARRIS COUNTY IN REINVESTMENT ZONE NUMBER NINE; AND DECLARING AN EMERGENCY.

* * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOUSTON:

Section 1. The City Council hereby approves and authorizes the contract, agreement or other undertakings described in the title of this Ordinance, in substantially the form as shown in the document which is attached hereto and incorporated herein by this reference. The Mayor is hereby authorized to execute such document and all related documents on behalf of the City of Houston. The City Secretary is hereby authorized to attest to all such signatures and to affix the seal of the City to all such documents.

Section 2. The Mayor is hereby authorized to take all actions necessary to effectuate the City's intent and objectives in approving such agreement, agreements or other undertaking described in the title of this ordinance, in the event of changed circumstances.

Section 3. The City Attorney is hereby authorized to take all action necessary to enforce all legal obligations under said contracts without further authorization from Council.

Section 4. There exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect immediately upon its passage and approval by the Mayor; however, in the event that the Mayor fails to sign this Ordinance within five days after its passage and adoption, it shall take effect in accordance with Article VI, Section 6, Houston City Charter.

PASSED AND ADOPTED this 11th day of December, 2002.

APPROVED this _____ day of _____, 2002.

Mayor of the City of Houston

Pursuant to Article VI, Section 6, Houston City Charter, the effective date of the foregoing Ordinance is DEC 17 2002.



City Secretary

FORM 132.M

(Approving/Authorizing)

(Prepared by Legal Dept. *Clark Stockton*)

(CSL:cs1 12/3/02 Assistant City Attorney

(Requested by Robert Litke, Director of Planning and Development)

(L.D. File No. 0349700601012)

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AYE	NO	2002-1147
✓		MAYOR BROWN
....	COUNCIL MEMBERS
✓		TATRO
✓		GALLOWAY
✓		GOLDBERG
✓		EDWARDS
✓		WISEMAN
✓		ELLIS
✓		KELLER
✓		VASQUEZ
✓		ALVARADO
✓		PARKER
✓		QUAN
✓		SEKULA-GIBBS
✓		BERRY
✓		ROBINSON
CAPTION	ADOPTED	

MAY 017 Rev. 7/02