



**B. Index**

The City, SISD and the Greenspoint Zone hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:

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Exhibit "A" — City of Houston Ordinance No. 98-713

**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 HEREOF, the City, SISD and the Greenspoint Zone have made and executed this Agreement in multiple copies, each of which is an original.

CITY OF HOUSTON

SPRING INDEPENDENT SCHOOL DISTRICT

Mayor

Date



Chet Burchett  
President, Board of Trustees

Date 11/10/98

ATTEST/SEAL:

City Secretary

Date



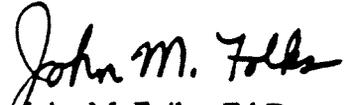
Bonnie Claire Dadidakis  
Secretary, Board of Trustees

Date 11/7/98

COUNTERSIGNED:

City Controller

Date

  
John M. Folks, Ed.D.  
Superintendent of Schools

11-11-98

Date

APPROVED:

APPROVED AS TO FORM:

Director  
Department of Planning and Development

Date

Attorney

Date

APPROVED AS TO FORM:

Sr. Assistant City Attorney Date  
L.D. No. 349637804

REINVESTMENT ZONE NUMBER ELEVEN,  
CITY OF HOUSTON, TEXAS (Greenspoint Zone)

By:  Date 5/18/99  
Title: Chairman, Board of Directors

ATTEST/SEAL:

 Date 5/18/99  
Title: Secretary, Board of Directors

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## II. DEFINITIONS

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

"Administrative Costs" means the costs of organizing the Greenspoint Zone, the costs of operating the Greenspoint Zone and the imputed administrative costs associated with the Greenspoint Zone, including reasonable charges, but not to exceed \$25,000 per year, for the time spent by employees of the City in connection with the implementation of the project plan.

"Agreement" means this agreement between the City, SISD and the Greenspoint Zone.

"Agreement Term" is defined in Section VI.

"Captured Appraised Value" means the captured appraised value of the Greenspoint 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 countersigned by the City Controller on the signature page of this Agreement.

"SISD" is defined in Section I of this Agreement and includes its successors and assigns.

"SISD Tax Increment Participation" means the amount of the SISD tax levy on the Captured Appraised Value which SISD agrees to contribute to the Greenspoint Zone pursuant to Subsections A and B of Section IV of this Agreement.

"Greenspoint Area" shall mean the Greenspoint area of the City and neighboring areas, as more particularly described in City of Houston Ordinance No. 98-713.

"Greenspoint Zone" means Reinvestment Zone Number Eleven, City of Houston, Texas (Greenspoint) created by the City on August 26, 1998 by Ordinance No. 98-713, attached as Exhibit "A," and includes its successors and assigns.

"Project Plan" means the project plan and reinvestment zone financing plan for the Greenspoint Zone adopted by the board of directors of the Greenspoint Zone and approved by the City Council of the City.

"Tax Increment Fund" means the tax increment fund created by the City in the City Treasury for the Greenspoint Zone.

Otherwise, the terms used herein shall have the meanings ascribed to them in Chapter 311, Texas Tax Code, or the Texas Education Code, as applicable.

### **III. BACKGROUND**

By Ordinance No. 98-713, adopted August 26, 1998, the City created the Greenspoint Zone for the purposes of development and redevelopment in the Greenspoint Area. The City currently contributes tax increments produced in the Greenspoint Zone to the Tax Increment Fund. SISD desires to participate in the Greenspoint Zone in consideration for the agreements set forth below.

### **IV. OBLIGATIONS OF SISD**

#### **A. Tax Increment Participation by SISD**

For and in consideration of the agreements of the parties set forth herein, and subject to the remaining subsections of this section, SISD agrees to participate in the Greenspoint Zone by contributing one hundred percent (100%) of the tax increment produced in the Greenspoint Zone attributable to SISD to the Tax Increment Fund during the term of this Agreement.

#### **B. Tax Increment Limitation**

Subject to the limitations set out in this Agreement, the amount to be contributed by SISD (the "SISD Tax Increment Participation") is the amount of taxes collected by SISD each year during the term of this Agreement at an SISD tax rate of \$0.86 per \$100 valuation (equal to SISD's Tier One funding level from the State of Texas) on the Captured Appraised Value. If the SISD tax rate is less than \$0.86 per \$100 valuation, then the SISD Tax Increment Participation is the total amount of taxes collected by SISD at the actual tax rate of SISD on the Captured Appraised Value. Taxes collected by result of an SISD tax levy at a tax rate greater than \$0.86 per \$100 valuation shall be retained by SISD.

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SISD's Tax Increment Participation and obligation to participate in the Greenspoint Zone shall be restricted to its tax increment collected on the Captured Appraised Value in the Greenspoint Zone. SISD shall not be obligated to pay its SISD Tax Increment Participation from other SISD taxes or revenues or until the SISD Tax Increment Participation in the Greenspoint Zone is actually collected. The obligation to pay the SISD Tax Increment Participation shall accrue as taxes representing the SISD tax increment are collected by SISD and payment shall be due on the first day of each calendar quarter. The City and the Greenspoint Zone agree that no interest or penalty will be charged to SISD.

**C. Changes in Applicable Laws**

In the event that the laws applicable to SISD or tax increment reinvestment zones are changed so that the participation of SISD in the Greenspoint Zone decreases the amount of state and local funds available to SISD, the City and the Greenspoint Zone agree that the SISD Tax Increment Participation shall be decreased by the amount of the decrease in SISD state and local funding as a result of SISD's participation in the Greenspoint Zone.

**D. Expansion of Greenspoint Zone**

The obligation of SISD to participate in the Greenspoint Zone is limited to the area described in Exhibit "A" attached hereto. SISD's participation shall not extend to the tax increment on any additional property added to the Greenspoint Zone by the City unless SISD approves the participation.

**E. Board of Directors**

Notwithstanding anything to the contrary in City of Houston Ordinance No. 98-713, which created the Greenspoint Zone, SISD shall have the unequivocal right to appoint to and maintain one (1) voting member on the Greenspoint Zone Board of Directors. Failure of SISD to appoint a person to the Board of Directors of the Greenspoint Zone by January 1, 1999, shall not be deemed a waiver of SISD's right to make an appointment by a later date. SISD may also appoint and maintain as many nonvoting ex officio members on the Greenspoint Zone Board of Directors as SISD may desire.

**V. OBLIGATIONS OF CITY AND GREENSPPOINT ZONE**

The parties agree that the Superintendent of Schools of SISD shall be permitted to review and comment upon the Greenspoint Zone Project Plan and any amendments thereto before the Project Plan or any amendments thereto are submitted to the City Council for City approval.

**VI. TERM AND TERMINATION**

**A. Agreement Term**

This Agreement shall become effective as of the date of the final signature hereto, and shall remain in effect until December 31, 2029. The first payment of increment taxes by SISD under this Agreement shall be for those taxes levied by SISD in the year 1999 and the last payment by SISD under this Agreement is for those taxes levied by SISD in the year 2029.

**B. Early Termination**

The City shall not adopt an ordinance terminating the Greenspoint Zone earlier than the duration of the Zone established in Ordinance No. 98-713, without the prior written consent of SISD, provided that the Greenspoint Zone may otherwise terminate by operation of law.

**C. Disposition of Tax Increments**

Upon termination of the Greenspoint Zone, and if all Developer Debt has been paid, the  
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City and the Greenspoint Zone shall pay to SISD all monies remaining in the Tax Increment Fund that are attributable to the SISD Tax Increment Participation paid into the Tax Increment Fund and shall pay to the City all monies then remaining in the Tax Increment Fund attributable to the City.

## **VII. MISCELLANEOUS**

### **A. Severability**

In the event any term, covenant or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either SISD, the City or the Greenspoint Zone in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.

In the event any term, covenant or condition shall be held invalid and affects in any manner the limitations on SISD's contributions or participation, then this Agreement shall be void as to SISD and SISD shall have no 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 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 or agent of the City or of any trustee, officer, agent or employee of SISD.

**H. No Waiver of Immunity**

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