

**INTERLOCAL AGREEMENT
BETWEEN**

	§	AUSTIN INDEPENDENT
	§	SCHOOL DISTRICT
COUNTY OF TRAVIS	§	
	§	AND
STATE OF TEXAS	§	
	§	CITY OF AUSTIN

WHEREAS, Austin Independent School District (AISD) and the City of Austin (COA) are political subdivisions of the State of Texas and duly authorized by Chapter 791 of the Government Code to enter into this intergovernmental agreement (“Agreement”), and;

WHEREAS, pursuant to Section 11.24 of the Texas Tax Code, AISD and COA each may exempt from taxation part or all of the assessed value of a structure or archeological site and land necessary for access to and use of the structure or archeological site, if the structure or archeological site is so designated as a recorded Texas Historical Landmark under Chapter 442 of the Government Code, or a state archeological landmark under Chapter 191 Natural Resources Code, by the Texas Historical Commission; or designated as a historically or archeologically significant site in need of tax relief to encourage its preservation pursuant to an ordinance or other law adopted by the board or city council, respectively; and

WHEREAS, AISD and COA desire to act cooperatively to perform their respective obligations under Section 11.24 of the Texas Tax Code concerning such designations to be efficient and to save public monies.

NOW THEREFORE, in consideration of the mutual promises contained in the Agreement, AISD and COA agree as follows:

1. Pursuant to the schedule attached to this Agreement, the City of Austin shall begin to receive and evaluate applications for tax exemption under Section 11.24 of the Texas Tax Code.

LOCATION OF PROPERTY TO BE REVIEWED:

2. The applications for tax exemption under Section 11.24, Texas Tax Code covered by this Agreement are properties located within the boundaries of both COA and AISD, for which COA will perform the evaluation and analysis to recommend whether the properties are in need of tax relief to encourage their preservation and COA will provide this analysis at no cost to AISD.

3. COA will perform its review of the applications for tax exempt in a manner that satisfies the requirements of Section 11.24 of the Texas Tax Code and its City Code. COA will confirm if the property is designated as a Recorded Texas Historical Landmark

under Chapter 442, Government Code or a state archeological landmark under Chapter 191, Natural Resources Code, by the Texas Historical Commission. If the property is not so designated, COA will review the application to determine if the property is a historically or archeologically significant site in need of tax relief to encourage its preservation pursuant to Section 11.24 of the Texas Tax Code and Chapter 25-11-216, of the City Code. By execution of this Agreement AISD adopts this provision of the City Code as its standard of review. Should COA promulgate rules or adopt additional applicable City Code provisions relating to the standard of review for these sites, COA will provide those to AISD so that it may review and adopt those standards also.

4. The schedule for Historical Landmark Tax Exemption Process attached as Exhibit 1 will provide the deadlines for applications for the first year of this Agreement. On or before September of each year, the parties will develop a schedule of deadlines for the upcoming fiscal year.

5. Nothing contained within this Agreement shall limit, restrict, or in any manner affect the authority and responsibility of AISD to independently decide to grant, partially grant, or deny applications for tax exempt status under Section 11.24, Texas Tax Code. AISD acknowledges that it is solely responsible for its decision to grant, partially grant, or deny applications for tax exempt status under Section 11.24, Texas Tax Code.

6. **Term.** Except for the initial term, this Agreement shall be in effect from September 1st to August 30th of each year and shall automatically renew on September 1st of each year. The initial term of the Agreement shall be from its effective date until September 1st of the following year.

7. **Termination.** This Agreement may be terminated without cause at the discretion of COA or AISD at the end of any term by giving written notice to the other party of an intention not to renew. Written notice must be given at least sixty (60) days prior to the end of the term at which the Agreement will terminate. The Agreement may be terminated for cause if any party is in material breach, if written notice of the breach is given to the party not in compliance and compliance is not achieved in a reasonable time, but not less than 30 days from the date of notice of the breach. The Agreement may be terminated by mutual consent at any time.

8. **Modification.** This Agreement may be modified in writing signed by the parties.

9. **Agency.** Nothing in this Agreement shall make the other party the agent, joint venture, or employee of the other party to the Agreement.

10. **No Third Party Rights.** This Agreement is not intended to, and does not confer on any third person or entity any rights, privileges, or obligations.

11. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created in this Agreement are performable in Travis County, Texas.

12. **Legal Construction.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

13. **Hold Harmless.** COA and AISD shall each save and hold harmless the other party, its officers, and employees from any and all liability of any nature or kind on account of any claims, audit exceptions, demands, suits, or damages including attorneys' fees and court costs arising or resulting from injuries or damages sustained by any person or property resulting in whole or in part from the performance or omissions of the other party.

14. **Prior Agreements Superseded.** This Agreement constitutes the sole and only agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties respecting the subject matter of this Agreement.

This Agreement is effective upon the execution of both AISD and COA.

_____, 2012

_____, 2012

**MARC A. OTT, CITY MANAGER
CITY OF AUSTIN**

**MARK WILLIAMS, PRESIDENT, BOARD OF
TRUSTEES, AUSTIN INDEPENDENT SCHOOL
DISTRICT**

Approved as to Form:

Assistant City Attorney