

**AMENDMENT NO. 6 TO THE  
INTERLOCAL AGREEMENT  
BETWEEN THE  
CITY OF AUSTIN  
AND THE  
AUSTIN ECONOMIC DEVELOPMENT CORPORATION**

This Amendment ("Amendment") to the Interlocal Agreement ("Agreement") is entered by and between the City of Austin ("City") and the Austin Economic Development Corporation ("AEDC"). The Agreement is amended, as shown below, with new language underlined and removed language struck through.

Section 6.2 Services of the AEDC

(d) *Creative Space Assistance Program (CSAP)*. AEDC will utilize the City's Portal application system to streamline, conduct and select awardees from the application process for CSAP:

- Eligibility Verification of Applicants
- Evaluation / Scoring of Eligible Applicants

This will support creative spaces facing displacement with awards ranging from \$5,000 up to \$50,000. Funding totaling \$2,500,000 may be applied towards rent stipend, gap financing for property acquisition, or other space-related needs, such as leasehold improvements. The City will pay AEDC a one-time fee of \$250,000 in compensation for this service for fiscal year 2023 through fiscal year 2025 and this is included, as amended, in the budget approved by the City and AIDC and attached as Exhibit B to the Agreement. The amount available per fiscal years will be submitted to council for approval as part of each annual budget. The AEDC shall not incur expenses in anticipation of funding by council, as noted below.

Amount Payable

<u>Fiscal Year</u>	<u>by the City</u>
<u>2023</u>	<u>\$1,750,000</u>
<u>2024</u>	<u>\$ 500,000</u>
<u>2025</u>	<u>\$ 500,000</u>

(e) *Additional Services*. The AEDC may be responsible for the performance of consulting, technical advisory or other professional services (including the delivery of studies, reports, assessments, data analysis, legal analysis, strategic planning, and making recommendations), administration of economic development or grant programs, and such other services as shall be necessary or convenient for the management, administration, oversight, planning and implementation of any Projects, or which may otherwise be necessary, useful or desirable to lessen the burdens of government and to serve the public purposes and functions of the City; including those services identified in Section 6.4(b) below, or as may be agreed upon by the Parties from time to time pursuant to an Additional Services Addendum and any required contracts.

Section 6.7 Budget and Finance.

(b) Appropriations. The City may, as part of its annual budget process, appropriate funds for the AEDC's operations and for Projects to be undertaken by the AEDC, after review of, and based on, the AEDC

Budget and Annual Report presented to the City. The City Manager will review, and if appropriate, recommend to Council, funding for the AEDC as requested by the AEDC in the AEDC's proposed budget or in any Addendum, including each Annual Addendum, as set forth in Section 6.7(d) below.

The Parties agree that the fees, costs and expenses of the AEDC for its Services for the first three years of this Agreement are projected as set forth below and for subsequent years as amended based on the outcome of the annual City appropriation process. An itemized schedule of the fees, costs and expenses of the AEDC for fiscal Year 2021 is attached as Exhibit B. Payment will be made as annually approved by Council (or as may be approved by Council pursuant to a mid-year budget amendment if needed).

For appropriations in Fiscal Years 21-22, the City Manager, or the manager's designee, is responsible for reviewing invoices and records of work performed by the AEDC prior to providing payment. For Fiscal Year 2023, funds may be paid to AEDC in advance of incurring expenses if AEDC provides a plan for the expenditures underpinning the invoiced request. AEDC shall then provide finalized billings paid with the invoiced funds to document justification for the advance payment.

If payment is to be made from the AIDC, the Board of the AIDC must approve the payment, and the City Manager, or the Manager's designee is responsible for reviewing invoices and records of work performed by the AEDC prior to providing payment as noted below. Payment beyond fiscal Year 2021-2022 is subject to annual appropriation as required by law.

<b>Fiscal Year</b>	<b>Amount Payable by the City</b>	<b>Amount Payable by AIDC</b>
2021	\$700,000	\$200,000
2022	\$700,000	
2023	<u>\$1,700,000</u> [ <del>\$700,000</del> ]	

Addendum No. 2, Cultural Trust Project is amended as follows:

1. Description of the Project.

(d) *Hotel Occupancy Tax ("HOT") Funds*. The City has appropriated HOT funds for Iconic Venues to be utilized by the AEDC. These funds must be administered in accordance with the requirements of Section 8.3 of the Interlocal Agreement. As of the effective date of the Interlocal Agreement, these funds are in an initial amount of \$2.4 million. The work ~~[contemplated to]~~ is to be completed using these funds in combination with subsection e, below [is set forth in Resolution 20201203-046].

(e) *Funds Other Than HOT Funds*. The City has appropriated (\$2,400,000 for Fiscal Year 2021) an additional \$5,000,000 for Fiscal Year 2022 and Fiscal Year 2023 to the Iconic Music Venue funds from the City's general fund. These funds are not HOT funds and are to be used to support the Cultural Trust delivery including \$500,000 for administrative expenses. Funds in subsections e and d and/or other potential funding sources that may be appropriated over multiple fiscal years, are anticipated to total \$15 million, and will be expended in accordance with the provisions set forth in Resolution 20201203-046, Exhibit A to this Addendum 2.

<b>Fiscal Year</b>	<b><u>Amount Payable by the City</u></b>
<u>2021</u>	<u>\$2,400,000</u>
<u>2022</u>	<u>\$2,500,000</u>

2023                      \$2,500,000

(f) Further Agreements. To the extent that any further authority, entitlements or other powers are necessary or convenient for the AEDC to perform its services with respect to the Cultural Trust Project, the Parties may enter into such additional contracts and agreements as may be permitted by law, such as development agreements, option agreements, purchase and sale agreements, ground leases, facilities leases, subleases, condominium regimes, management contracts, grant agreements, incentive agreements, and cooperation agreements.

3.            AEDC Fees, Costs, and Expenses.

The AEDC's compensation for the performance of its undertakings described in this Addendum for fiscal year 2021 are included in the budget approved by the City and AIDC and attached as Exhibit B to the Interlocal Agreement. The Parties anticipate that additional fees, costs and expenses will be incurred by the AEDC in the 2022 and 2023 fiscal years in connection with the undertakings and such amounts will be submitted to council for approval as part of each annual budget. The AEDC shall not incur expenses in anticipation of funding by council.

The funds identified in Section 1(e) may be paid to AEDC in advance of incurring expenses if AEDC identifies a viable project and provides sufficient financial information to justify the expenses. AEDC shall then provide finalized billings paid with the advanced funds to document justification for the advanced payment.

All other terms and conditions as stated in the original Contract shall remain in effect.

The parties' duly authorized representatives execute this Amendment on the dates set forth, below.

CITY OF AUSTIN

AUSTIN ECONOMIC DEVELOPMENT CORPORATION

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: Spencer Cronk

NAME: Theresa Alvarez

TITLE: City Manager

TITLE: President/CEO

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Approved as to Form:

---

Assistant City Attorney