

INTERLOCAL AGREEMENT BETWEEN QUANA H INDEPENDENT SCHOOL DISTRICT AND THE CITY OF QUANA H

This Interlocal Agreement (this "Agreement") is made between QUANA
H INDEPENDENT SCHOOL DISTRICT (the "School") and CITY OF QUANA
H (the "City") as of the ____ day of _____, 2018.

1. RECITALS

Whereas, the School and the City are authorized to enter into an interlocal agreement pursuant to Section 791.001, Texas Government Code;

Whereas, the taxing entities with tax jurisdiction in the City of QUANA
H hold in trust certain properties that have passed through foreclosure for delinquent ad valorem taxes and do not sell at the courthouse;

Whereas, the School recognizes the community will be better served by assigning unto the City the School's rights to proceeds from the re-sale of trust properties within the City of QUANA
H, the subject of this Agreement is necessary for the benefit of the public and pursuant to the Tax Code, each entity has the legal authority to perform and provide the function or service which is the subject matter of this Agreement, but the City is actually doing so; and the allocation of costs of the trust property fairly compensates the City for the services performed under this Agreement and is in the common interest of both parties.

Whereas, the School and City shall render performance and make payments from current revenues legally available, including but not limited to deduction or offsets from the sale proceeds of trust property.

Whereas, the trust properties shall include and be limited to, those trust properties within the City of QUANA
H's jurisdictional lines;

Whereas, the proceeds from the re-sale of such properties would best allow the City to recover its costs associated with maintaining trust properties within the City of QUANA
H, and would benefit the community as a whole, to include the School;

Whereas, said funds would be used exclusively for marketing, safe-guarding, maintenance, and demolition purposes, including but not limited to Trust Properties, within the city's jurisdictional boundaries.

Whereas, the School and City agree that there is a minimum bid requirement of \$50.00 plus any additional deed and recording fees, for any trust property sold within the city's jurisdictional boundaries.

Whereas, should any successful sale of any individual trust property equal or exceed \$2,500.00, the amount received over \$2,500.00 would be distributed in the manner instructed in Section 34.02 of the Texas Property Tax Code.

2. AGREEMENT

NOW, THEREFORE, for and in consideration of the recitals, agreements and covenants set forth herein, the parties hereby agree that the City of QUANAHA shall receive all of the School's proceeds from a resale of trust property within the City of QUANAHA and its jurisdictional boundaries during the City's capacity as trustee for the benefit of the School from tax foreclosure to re-sale.

The School and the City agree that there is a minimum bid requirement of \$50.00 plus any additional deed and recording fees for any trust property sold within the City's jurisdictional boundaries.

The School and the City each has the legal authority to perform and provide the function or service which is the subject matter of this Agreement, but the City is actually doing so; and the allocation of costs of the trust property fairly compensates the City for the services performed under this Agreement and is in the common interest of both parties.

The School and City shall render performance and make payments from current revenues legally available, including but not limited to deduction or offsets from the sale proceeds of trust property.

The City agrees that assigned funds would be used exclusively for marketing, safe-guarding, maintenance, and demolition purposes for properties, including but not limited to Trust Properties, within the city's jurisdictional boundaries.

The School and the City agree that should any resale of trust property in an amount equal to or exceeding \$2,500.00, the amount over \$2,500.00 would be distributed in the manner instructed in Section 34.02 of the Texas Property Tax Code.

The School does not accept any responsibility or liability for the demolition, clean-up or disposal of any structure on said Trust Property.

The School agrees that this agreement extends to any trust property currently that falls within the City of QUANAHA's jurisdictional boundaries and allows the City of QUANAHA to sell such property pursuant to this agreement.

3. TERMINATION

Either the School or the City may terminate this Agreement at its sole discretion with 30 days written notice to the other party.

4. NOTICES

Any notice authorized or required to be given under this Agreement shall be delivered or sent to the following addresses:

Quanah Independent School District
801 Elbert Street
Quanah, TX 79252

City of Quanah
PO Box 629
Quanah, TX 79252

5. GOVERNING LAW

This Agreement shall be governed in all respects in accordance with the laws of the State of Texas, and shall be enforceable in Donley County, Texas.

6. COUNTERPARTS

This Agreement is being executed in multiple counterparts, each of which shall constitute an original of which together shall constitute but one and the same instruments.

SIGNED AND APPROVED as of the date shown above.

**Quanah Independent School
District**

BY: _____
Board President

ATTEST: _____
School Secretary

Date _____

City of Quanah

BY: _____
Mayor, City of Quanah

ATTEST: _____
City Secretary

Date _____

TO THE CITY OF QUANAH

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LETTER OF APPROVAL

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This letter of approval is given by the Quanah Independent School District (“School”) to the City of Quanah (“City”).

WHEREIN, both the School and the City are co-owners of Trust Property within the jurisdictional boundaries of the City.

BY THIS LETTER, the School gives its approval to the City to demolish and clear any structure on Trust property within the city boundaries, deemed by the City to be dilapidated, substandard, or unfit for human habitation and is a hazard to the public health, safety and welfare; and

THAT the School does not accept any responsibility or liability for the demolition, clean-up, or disposal of any structure on Trust property.

THAT the demolition will take place only after the Redemption Period for the property has elapsed;

THIS approval for demolition is strictly specific to Trust Property within the City; and

THIS approval letter shall stand in perpetuity until or unless otherwise rescinded by the School at the School’s discretion with a 30-day written notice to the City.

Signed and approved this the ____ day of _____, 2019.

School Board President

ATTEST: _____
School Secretary