

THE STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS         §

**INTERLOCAL AGREEMENT BETWEEN**  
**CEDAR HILL INDEPENDENT SCHOOL DISTRICT**  
**AND DALLAS COUNTY**

This Interlocal Agreement is entered into by and between:

The CEDAR HILL INDEPENDENT SCHOOL DISTRICT, a Texas independent school district, (hereinafter “CEDAR HILL ISD) located in Dallas County, Texas; and

DALLAS COUNTY on its own behalf and on behalf of other political subdivisions, PARKLAND HOSPITAL DISTRICT, DALLAS COUNTY SCHOOL EQUALIZATION FUND and DALLAS COUNTY COMMUNITY COLLEGE DISTRICT (hereinafter “COUNTY”), whose taxes are collected by the Dallas County Tax Assessor -Collector.

WHEREAS, both CEDAR HILL ISD and COUNTY want to enter into this agreement to permit COUNTY, as trustee, to resell CEDAR HILL ISD’s interest in tax foreclosed and seized real properties, properties acquired at a sheriff’s sale in compliance with Texas Property Tax Code requirements or Chapter 272 of the Local Government Code (“Tax Resales”); and

WHEREAS, COUNTY can reasonably screen properties for itself and the CEDAR HILL ISD to allow for an expedited tax sale and potential secondary resale.

NOW THEREFORE, in consideration of the premises and the agreements, covenants and promises herein set forth, it is agreed as follows:

I.  
**DEFINITIONS**

- (A) “CEDAR HILL ISD” means the CEDAR HILL INDEPENDENT SCHOOL DISTRICT, Dallas County, Texas.
- (B) “COUNTY” means the County of Dallas, the Parkland Hospital District, the Dallas County School Equalization Fund, and the Dallas County Community College District.
- (C) “CITY” means CITY OF CEDAR HILL OR CITY OF GRAND PRAIRIE.
- (D) “PARTIES” means the CEDAR HILL ISD and COUNTY.
- (E) “POLICIES” means the Dallas County Tax Foreclosure Resale Policies adopted by the Dallas County Commissioners Court, as outlined in the Dallas

County Code, Chapter 62-Taxation, Article II. REAL PROPERTY,  
Divisions 3 and 4, Sections 62-91 through 62-160, as may be amended.

- (F) "Property" or "Properties" means parcels that are in the inventory of one of the parties as a result of a delinquent tax foreclosure sale pursuant to Chapter 34 of the Texas Property Tax Code.

## II. PURPOSE

The purpose of this Interlocal Agreement is to expedite the tax foreclosure sale and potential secondary resale of the struck off real property on which taxes are delinquent, at minimum cost to the citizens of the CEDAR HILL ISD, CITY and COUNTY.

## III. TERMS, RIGHTS, OBJECTIVES AND DUTIES OF THE PARTIES

CEDAR HILL ISD and COUNTY agree to execute this Interlocal Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, which provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act.

1. CEDAR HILL ISD and COUNTY agree that CEDAR HILL ISD has been or will be briefed on various resale procedures proposed by COUNTY for tax foreclosed real properties acquired by CEDAR HILL ISD, CITY or COUNTY as trustee for the taxing units by tax foreclosure and seizure ("struck off properties"), authorized by Texas Property Tax Code Chapter 34, or any successor thereto. COUNTY will assume the lead role in determining which resale procedure shall be utilized for the resale of a struck off property; but CEDAR HILL ISD retains the right to reject a tax foreclosure resale procedure or to give notice of disapproval of any resale of a tax foreclosed property. Tax foreclosure resales shall be conducted in compliance with this Agreement, except that if any additional terms or conditions become necessary in connection with the resales, such additional terms or conditions shall be agreed upon by a duly authorized supplemental agreement to this Agreement.
2. COUNTY agrees to perform or cause to be performed the following obligations in connection with the resale of struck off properties:
  - a. To inform the SCHOOL DISTRICT of proposed changes to its current resale Policies, as defined in Section I(D).
  - b. To make a detailed briefing of resale procedures and proposed changes to its current resale program to CEDAR HILL ISD or the Dallas County Commissioner's Court on its behalf.

- c. To screen for suitability, on behalf of both the CEDAR HILL ISD and COUNTY, all struck off properties proposed for tax sale or resale by the parties' collection agent.
  - d. To provide CEDAR HILL ISD with information about the struck off properties or resales upon request.
  - e. To notify CEDAR HILL ISD of all properties proposed for sale that are adjacent to CEDAR HILL ISD-owned properties. Said notification shall be in writing to the CEDAR HILL ISD Board of Trustees' President or other designated agent, and shall contain sufficient detail to allow the CEDAR HILL ISD personnel to locate and view the properties. CEDAR HILL ISD shall be given thirty (30) days in which to screen and indicate interest in any such property. If the CEDAR HILL ISD indicates an interest in the property, the property will be noticed for sale, and will be struck off to the CEDAR HILL ISD, if no bid is received for at least the amounts specified in Texas Property Tax Code Chapter 34 or any successor thereto. If CEDAR HILL ISD does not indicate interest in a property within thirty (30) days, then the COUNTY may proceed with tax sale, and potential resale of the property, as otherwise provided herein.
  - f. To assist the CITY, upon request by CITY, in maintaining the struck off properties from the date of the sheriff's sale to the date of the resale of the struck off property.
  - g. To provide for the trustee taxing unit's recovery of the upkeep, maintenance, environmental cleanup and resale, as defined by and in accordance with the Texas Property Tax Code, from the resale proceeds without further court order.
  - h. To execute deeds quitclaiming CEDAR HILL ISD's right, title and interest in the struck off properties upon resale.
  - i. At COUNTY'S sole discretion, to provide services related to Properties for which reimbursement is permitted pursuant to Texas Property Tax Code, Chapter 34, or any successor thereto, from the date of the sheriff's sale to the date of the resale of the Property.
  - j. To provide for the trustee taxing unit's recovery of reasonable costs, as defined by and in accordance with the Texas Property Tax Code, Chapter 34 or any successor thereto, from the resale proceeds without further formal action.
3. CEDAR HILL ISD agrees to perform or cause to be performed the following obligations in connection with the resale of struck off properties:
- a. To authorize COUNTY, acting through the Dallas County Commissioner's Court, to consent on CEDAR HILL ISD's behalf to future tax foreclosure

resales of struck off properties acquired by CEDAR HILL ISD, CITY or COUNTY as trustee. Such consent is for private or public resale of struck off properties for an amount less than the lesser market value of the land as stated in the judgment of foreclosure or the total amount of the judgments against the tax foreclosed property or resale of seized properties in accordance with Texas Property Tax Code requirements or Chapter 272 of the Texas Local Government Code, unless prior written notice is given to COUNTY by CEDAR HILL ISD that consent for resale of a struck off property or a resale procedure is denied.

- b. To authorize the COUNTY, acting through the Dallas County Commissioner's Court, to act on its behalf in the maintenance, advertisement, sale and disposition of the struck off properties when resold by the COUNTY as trustee.
  - c. The SCHOOL DISTRICT agrees to implement a procedure in the form of a standard resolution, providing express consent for COUNTY to resell individual tax foreclosure Properties, which are jointly vested in the name of the COUNTY, CITY, and the independent school district(s). COUNTY will provide SCHOOL DISTRICT with a list of individual tax foreclosure Properties targeted for resale and SCHOOL DISTRICT will be responsible for timely submitting the standard resolution granting the COUNTY express consent for the resale of said Properties
4. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party as resale proceeds, to the extent available.
5. Each party agrees that when costs are incurred in the resale of Property, those costs will be reimbursed in accordance with Texas Property Tax Code, Chapter 34, or any successor thereto, to the extent funds are available, or from any other available and legally permissible funds.
6. CEDAR HILL ISD and COUNTY agree to apply the local law of CITY in performing the governmental services hereunder. COUNTY may apply Chapter 272 of the Local Government Code to the resale of struck off properties.
7. Any sale to a taxing unit or a subsequent purchaser shall be subject to the original owner's right of redemption and of the taxing units' rights to proceeds of the sale.
8. In making this authorization, and except for the approvals noted above, CEDAR HILL ISD retains all of its rights under the Texas Property Tax Code, including entitlement to sale proceeds and right to set aside a sale.
9. This Agreement stays in effect until modified or revoked by the CEDAR HILL ISD or COUNTY.

10. This Agreement embodies the complete agreement of the CEDAR HILL ISD and the COUNTY superseding all oral or written previous and contemporary agreements between the CEDAR HILL ISD and COUNTY relating to matters contained herein; and, except as otherwise provided in this Agreement, cannot be modified without a written duly authorized supplemental agreement of the CITY and COUNTY.

IV.  
NO VERBAL AGREEMENT

This Agreement contains all the terms, commitments and covenants of the Parties pursuant to this Agreement. Any verbal or written commitment not contained in this Agreement or expressly referred to in this Agreement and incorporated by reference shall have no force or effect.

V.  
AGREEMENT INTERPRETATION AND VENUE

The Parties covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas and venue shall be proper exclusively in Dallas County, Texas.

VI.  
CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and in no way alter the substance of the terms and conditions of this Agreement.

VII.  
TERMINATION

A party to this Agreement may withdraw only after providing not less than ninety (90) days written notice of withdrawal to the other party. This Agreement may be terminated at anytime by mutual consent of the parties.

VIII.  
IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, no party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, and all parties retain all immunities otherwise provided by law.

IX.  
SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions in this Interlocal Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**EXECUTED** in multiple original counterparts to be effective on this the 17<sup>th</sup> day of October, 2011.

**CEDAR HILL INDEPENDENT SCHOOL DISTRICT  
DALLAS COUNTY**

By: \_\_\_\_\_  
**Dan Hernandez**  
**Board President**

By: \_\_\_\_\_  
**Clay Lewis Jenkins**  
**County Judge**

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
**Dr. Mike Marshall**  
**Board Secretary**

\_\_\_\_\_  
**Secretary**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Attorney**

\_\_\_\_\_  
**District Attorney's Office**