

CITY CLERK DEPT.

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THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**INTERLOCAL AGREEMENT FOR
SALE OF TAX FORECLOSED PROPERTIES**

This **Interlocal Agreement** ("Agreement") is entered into this ___ date of _____, 2009 between the **CITY OF EL PASO** ("City"), a municipal corporation and home-rule city of the State of Texas, principally situated in El Paso County, Texas, acting by and through its governing body, the City Council of the City of El Paso, **EL PASO COUNTY** ("County"), a political subdivision of the State of Texas, acting by and through its governing body, the Commissioners Court.

RECITALS

WHEREAS, Texas Government Code Chapter 791 (Interlocal Cooperation Contracts) authorizes local governments to contract with one another in order to increase their efficiency and effectiveness;

WHEREAS, the City and County along with the El Paso Community College System, El Paso Independent School District, Ysleta Independent School District, Socorro Independent School District, El Paso County Education District, and the El Paso County Hospital District (the "Parties") are parties to an Interlocal Agreement (the "**Tax Collection Agreement**") for consolidated property tax assessment and collection, whereby the City also is obligated to collect delinquent taxes, including the foreclose and sale of delinquent tax properties;

WHEREAS, the Parties have concurrent with this Agreement entered into a separate Interlocal Agreement (the "**Foreclosed Properties for Housing Agreement**") to return tax delinquent unproductive properties back to productive use and back to producing tax revenue by authorizing the City, pursuant to Texas Tax Code Section 34.051, resell certain tax foreclosed properties at less than the market value specified in the foreclosure judgment for the purposes of building affordable housing if each of properties are either vacant or distressed and have a tax delinquency of six or more years and no judgment value bid has been received from the public.

WHEREAS, the County conditioned its approval of the Foreclosed Properties for Housing Agreement, and the County and the City desire to enter into this separate Agreement to agree to those conditions.

NOW, THEREFORE, the Parties enter into this Agreement as follows:

1. The City shall submit a quarterly written report to the County Judge regarding the properties sold pursuant to the Foreclosed Properties for Housing Agreement.
2. In Section 4 (Mechanism) of the Foreclosed Properties for Housing Agreement, the reference to an "other qualified non-profit or for profit housing developer" shall be interpreted to mean any qualified individual or organization will be eligible to submit a proposal in response to a Request for Proposals issued by the City or its designee (the "RFP").

3. The City shall include a member of the County Commissioners Court in the committee created to review and recommend the award of properties pursuant to an RFP.

4. In Section 5 (Renewal and Termination), the City and County agree that the County's approval shall be in effect only until September 30, 2009 and that the Foreclosed Properties for Housing Agreement shall be terminated on that date unless the County Commissioners Court affirmatively takes action to extend the County's participation in the Interlocal

5. This Agreement may be amended only by the mutual agreement of the Parties in writing.

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

(Signature Page(s) to follow)

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(Signature Page (1))

ATTEST:

CITY OF EL PASO
#2 Civic Center Plaza
El Paso, Texas 79901

Richarda Momsen
CITY CLERK

John Cook
MAYOR

Approved as to Form:

Bertha A. Ontiveros
Assistant City Attorney

ATTEST:

EL PASO COUNTY
500 East San Antonio, Room 300
El Paso, Texas 79901

Delia Briones
COUNTY CLERK

Anthony Cobos
COUNTY JUDGE

Approved as to Form:

Lee A. Shapleigh
Assistant County Attorney

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JOHN COOK
MAYOR



CITY COUNCIL
ANN MORGAN LILLY, DISTRICT 1
SUSANNAH M. BYRD, DISTRICT 2
EMMA ACOSTA, DISTRICT 3
MELINA CASTRO, DISTRICT 4
RACHEL QUINTANA., DISTRICT 5
EDDIE HOLGUIN JR., DISTRICT 6
STEVE ORTEGA, DISTRICT 7
BETO O'ROURKE, DISTRICT 8

JOYCE WILSON
CITY MANAGER

MEMORANDUM

To: Mayor and Council

From: Rep. Susie Byrd

Date: February 13, 2009

Re: Agenda Items 7A and 7B for *Project: Fresh Start*

Last week, the El Paso City Council approved an interlocal agreement to participate in *Project: Fresh Start*, a program aimed at bridging the gap between affordable housing and families in need.

On the agenda for the city council meeting on Monday Feb. 16 are two items for consideration under *Project: Fresh Start*: an interlocal agreement between the City and the County of El Paso, and an amendment to a facilities use agreement between the City and the El Paso Housing Finance Corporation (HFC).

The first item for consideration is an interlocal agreement that contains four provisions requested by the County for its participation in *Project: Fresh Start*: 1) the agreement will terminate and be reviewed at the end of the fiscal year; 2) a member of the County Commissioners' Court will have a seat on the board reviewing bids and awards for the program; 3) in addition to qualified non-profit and for-profit developers, qualified individuals will be allowed to participate in the bidding process; and 4) quarterly reports on the program's progress will be provided to the County.

These provisions will remain as an integral part of the program, but they are contained in a separate agreement as I did not want to revisit every other taxing entity that has already agreed to participate in the program and amend their contracts with the County's provisions.

The second item to be discussed is the first amendment to the facilities use agreement between the City and the HFC. The agreement states that the City will make available certain facilities, equipment and personnel to the HFC for the HFC to provide certain services to accomplish its public purposes. The administration of *Project: Fresh Start* will be one of those public purposes.