

APPENDIX E

INTERLOCAL COOPERATION AGREEMENT

(Neighborhood Revitalization)

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is entered into by and between the Board of County Commissioners of Harper County, Kansas, the City of Anthony, Kansas, City of Attica, Kansas, City of Harper, Kansas, USD 361, USD 511, Hospital District #6 Patterson Health Center, and Attica Hospital District #1 (singularly “Party” and collectively “Parties”).

WHEREAS, pursuant to Kan. Stat. Ann. § 12-2901 et seq. (“Interlocal Cooperation Act”), the Parties are all public agencies capable of entering into interlocal agreements.

WHEREAS, pursuant to Kan. Stat. Ann. § 12,17,114 et seq. (“Kansas Neighborhood Revitalization Act”), the Parties are all authorized to participate in a plan for neighborhood revitalization and enter into interlocal agreements for that purpose.

WHEREAS, the Parties desire to provide the maximum economic development incentive under the Kansas Neighborhood Revitalization Act and enter into this Agreement for the purpose of effectuating a neighborhood revitalization plan.

WHEREAS, pursuant to the Interlocal Cooperation Act, this Agreement shall be submitted to the Kansas Attorney General for determination as to whether it is in proper form and compatible with the laws of the State of Kansas.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to provide for a neighborhood revitalization plan within Harper County. The Parties have adopted or agree to adopt the Neighborhood Revitalization Plan (“Plan”), which is attached as Exhibit A and incorporated by reference as if fully set forth herein. Each Party agrees that its portion of any real estate taxes levied and/or collected with respect to real property eligible under the Plan may be rebated pursuant to the Kansas Neighborhood Revitalization Act and the Plan.

2. Duration and Termination. This Agreement shall become effective upon its approval by the Kansas Attorney General pursuant to Kan. Stat. Ann. § 12-2904(g) and filing with the Harper County Register of Deeds and Secretary of State pursuant to Kan. Stat. Ann. § 12-2905. The Plan shall become effective concurrent with this Agreement becoming effective. Both the Agreement and the Plan shall terminate 10 years from the effective date. Upon termination, no Party shall be required to dispose of any property as contemplated by Kan. Stat. Ann. § 12-2904(d)(5).

Any Party may withdrawal from participation in the Agreement and the Plan by providing ninety (90) days written notice to the Parties. Written withdrawal shall then become effective for the next tax year. However, rebate applications submitted prior to withdrawal becoming effective shall, if approved, be eligible for the duration of the rebate period. In no event shall withdrawal or expiration of this Agreement or the Plan affect approved rebates.

3. No Separate Legal Entity. The Parties agree that no separate legal entity shall be created for the purpose of administering the Plan.

4. Administration. The Parties agree that the Plan shall be administered by Harper County. As described in the Plan, five percent (5%) of the increment, as defined in Kan. Stat. Ann. § 12-17,115(e), shall be collected by Harper County and retained as an administrative fee. No Parties shall acquire, hold, or dispose of real or personal property in connection with the Plan.

5. Manner of Financing Budgeting. As contemplated by the Kansas Neighborhood Revitalization Act, the Parties agree that the Plan shall operate as a property tax rebate program. The Parties further agree that no outside financing is desired or necessary. As part of its administrative duties, Harper County shall operate the neighborhood revitalization fund set forth in Kan. Stat. Ann. § 12-17,118.

6. Enforceability. The Parties intend this Agreement and the Plan to be enforceable as written. If any provision of this Agreement or the Plan is held to be void, unenforceable, or illegal, then such provisions shall be null and void, but the remaining provisions shall be unaffected thereby and continue in full force and effect. The effect and meaning of this Agreement, the Plan, and the rights of the Parties shall be governed by the laws of the State of Kansas, and, to the extent permissible, construed in a manner to maximize the economic development incentive under the Kansas Neighborhood Revitalization Act.

7. Execution in Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute a singular original agreement.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed by a representative with legal authority to bind the Party.

*[REMAINDER OF PAGE INTENTIONALLY LEFT
BLANK] [SIGNATURE PAGES TO FOLLOW]*

**Board of County Commissioners
of Harper County, Kansas**

By: Melinda McCurley, Chairman

City of Anthony, Kansas

By: _____, Mayor

City of Attica, Kansas

By: _____, Mayor

City of Harper, Kansas

By: _____, Mayor

USD 361

By: _____, Superintendent

USD 511

By: _____, Superintendent

Hospital District #6 Patterson Health Center

By: _____, _____

Attica Hospital District #1

By: _____, _____