

**Interlocal Cooperation Agreement  
For The Provision of  
Countywide Economic Development Services**

This Interlocal cooperation agreement hereinafter referred to as the **Agreement** is made and entered into this 20<sup>th</sup> day of June 2017 by and between **Cowley County, Kansas**, a governmental subdivision of the State of Kansas organized and existing under the laws of the State of Kansas and hereinafter referred to as "**County**"; the **City of Arkansas City, Kansas**, a municipal corporation organized and existing under the laws of the State of Kansas and hereinafter referred to as "**Arkansas City**"; the **City of Winfield, Kansas**, a municipal corporation organized under the laws of the State of Kansas and hereinafter referred to as "**Winfield**" and **Cowley College**, an institution of higher education operating under the laws of the State of Kansas and hereinafter referred to as "**College**", and various agencies within Cowley County collectively referred to as "**Business Partners**" that are officially represented by RCB Bank and Union State Bank.

**PURPOSE**

The purpose of this agreement is to provide a legal foundation for "Cowley First: Cowley County Economic Development Partnership" and hereinafter referred to as **Cowley First**. Cowley First is a collaborative countywide economic development program to preserve and enhance the economic and business vitality of Cowley County, Kansas including the communities within it. Under this agreement, County will maintain and coordinate the Cowley First program and will otherwise undertake activities which either create jobs or increase the economic vitality of Cowley County through expanded residency or business investment as more fully described below.

**WHEREAS, PURSUANT TO THE AUTHORITY OF K.S.A. 12-2901 ET. SEQ., THE PARTIES AS PUBLIC AND PRIVATE AGENCIES HAVE THE AUTHORITY TO ENTER INTO THIS INTERLOCAL AGREEMENT, AND EACH SHALL HAVE THOSE POWERS, DUTIES AND FUNCTIONS AS SET FORTH IN SAID STATUTES AND AS OTHERWISE ALLOWED BY LAW.**

**NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN COUNTY, ARKANSAS CITY, COLLEGE, WINFIELD, AND BUSINESS PARTNERS AS FOLLOWS:**

**SECTION ONE**

**Retention of County To Maintain & Coordinate the Cowley First Program.**

The parties to this agreement do hereby retain County for the purposes of maintaining and coordinating the Cowley First program consisting of paid staff and collaborative efforts with participating member organizations to support and promote the economic development of Cowley County. County will retain and/or assign staff and coordinate the collaborative efforts of participating members to operate the program and to ensure that the responsibilities of the Cowley First program are carried out in an efficient and effective manner to the extent of the resources provided under this agreement. County shall through a combination of paid staff and

collaborative efforts with participating member organizations maintain and coordinate the Cowley First program to foster and achieve the following:

1. To maintain a business climate conducive to the expansion and retention of existing businesses and industry within Cowley County. Maintain regular contact with firms within the communities, industrial parks and county to determine if there are opportunities with which the program might assist.
2. To promote, support and encourage creative local entrepreneurship, business incubation & small business development efforts to stimulate the start up of new businesses and industrial enterprises in the county that will import wealth into the local economy. To work with local school districts, universities, & community leaders to create entrepreneurship education programs & to enhance the local entrepreneurship culture.
3. To work with program partners to strengthen the quality and quantity of the local workforce.
4. To undertake targeted business recruitment efforts and to provide information and coordinate site visits for firms that might wish to investigate Cowley County as a desirable location in which to locate a new business operation. This activity will include:
  - a. responding to requests for assistance from the Kansas Department of Commerce as well as parties to this agreement
  - b. maintaining a high quality Cowley County Economic Development program website
  - c. developing, printing and distributing information pertinent to attracting new business and industrial firms to the county
  - d. providing a point of contact for phone calls, faxes, email, letters and personal visits relating to economic development
5. To encourage rural development through the expansion of tourism activities and initiatives in agritourism.
6. To assist community partners in their efforts to implement quality of life initiatives and efforts to enhance community appeal.
7. To work with program partners to formulate and execute strategic & long-range plans to enhance the economic viability and quality of life in Cowley County.

## **SECTION TWO**

### **Program Governance**

1. Coordinating Council: A nine (9) member Coordinating Council composed of a representative from each of Arkansas City, College, County, Winfield, RCB Bank, and Union State Bank, the Strother Field Commission, with two additional selected at-large representatives appointed by the permanent members of the Coordinating Council, will make up the Coordinating Council and shall act as an Executive Committee for the Cowley First program. The Coordinating Council, by mutual agreement, may amend the membership of the Council to adapt to program priorities and changing circumstances.

2. Economic Development Advisory Committee: To advise and assist County in maintaining and coordinating the Cowley First program a Cowley County Economic Development Advisory Committee shall be appointed. The Advisory Committee shall consist of the members of the Coordinating Council and one representative selected by each participating member organization listed below. The Coordinating Council, by mutual agreement, may amend the membership of the Economic Development Advisory Committee from time to time to reflect program priorities and to adjust to changing circumstances.

1. Arkansas City Area Chamber of Commerce
2. Ark City Industries
3. Southwestern College
4. Strother Field
5. Winfield Area Chamber of Commerce
6. Winfield Economic Development
7. At-Large Rural Eastern Cowley County – Selected by Advisory Committee
8. A-Large Rural Northern Cowley County – Selected by Advisory Committee
9. At-Large Industry/Entrepreneur Member – Selected by Advisory Committee
10. At-Large Industry/Entrepreneur Member – Selected by Advisory Committee
11. At-Large General Member – Selected by Advisory Committee
12. At-Large General Member – Selected by Advisory Committee
13. At-Large General Member – Selected by Advisory Committee

## **SECTION THREE**

### **Reports and Funding**

County will provide quarterly reports to the parties to this agreement and the participating member organizations on the activities and accomplishments under this agreement as well as the expenses for operation of Cowley First. It will also provide an annual report to the parties in May along with its request for funding for the following year's operation.

The Cowley First Director shall, each year, develop a budget setting forth the anticipated fiscal requirements of Cowley First and the anticipated revenues to defray those expenses. It shall submit the budget to the Coordinating Council each year for review and approval. Upon approval of the budget by the parties of this agreement, the cost of the budget not offset by other revenues shall be split equally between County, Arkansas City, Winfield and Business Partners. Funds received from College will be credited toward balance due by Business Partners. In

determining the cost share of the budget the parties may consider the provision of office equipment, shared staff and other in-kind support as a part of its contribution to the operation of Cowley First.

Payments to County shall be made quarterly in advance. In administering the budget of the program, County shall handle all disbursements and expenses in accordance with its normal accounting and disbursement procedures and will maintain sufficient records to determine the expenses incurred in fulfilling its responsibilities under this agreement.

## **SECTION FOUR**

### **Term of Agreement, Termination.**

This agreement shall operate from and after the date first above written until December 31, 2022. This agreement may be extended for an additional three (3) year period upon approval of all parties to the agreement. Any of the parties hereto may withdraw from this agreement by giving the other parties and the Coordinating Council written notice. Any party so withdrawing from this agreement by August 25<sup>th</sup> shall be obligated to pay its proportionate share as set forth in Section Three for the remainder of the calendar year. Any party so withdrawing from this agreement after August 25<sup>th</sup> shall pay its proportionate share for the remainder of the adopted budget year(s) following the date of notice of withdrawal from this agreement. The agreement may also be terminated by mutual agreement of all parties to the agreement. Upon termination, all assets and liabilities of Cowley First shall be identified and a closure agreement shall be negotiated by all parties and each will assume an equal share of the value and liability of the program or some other share if mutually agreed upon by all parties.

## **SECTION FIVE**

### **Approval and Authorization**

The Arkansas City, County, College, Winfield, and Business Partners as officially represented by RCB Bank and Union State Bank warrant and represent by execution of this agreement that this agreement has been approved by their governing bodies and by their legal counsel and that the agreement constitutes a legal, valid and binding obligation upon Arkansas City, College, County, Winfield, and Business Partners in accordance with its terms.

## **SECTION SIX**

### **Notices**

Any notice, request, demand or other communication required by this agreement shall be in writing and shall be deemed duly given if personally delivered or mailed by certified or registered mail, return receipt requested, postage prepaid to the following recipients and addresses:

City of Arkansas City  
Board of City Commissioners  
P.O. Box 778  
Arkansas City, KS 67005

City of Winfield  
Board of City Commissioners  
P.O. Box 646  
Winfield, KS 67156

Cowley County  
Board of County Commissioners  
311 E. 9<sup>th</sup> Avenue  
Winfield, KS 67156

Cowley College  
President  
125 S. Second Ave.  
Arkansas City, KS 67005

RCB Bank  
President & CEO  
P.O. Box 545  
Winfield, KS 67156

Union State Bank  
Chairman & CEO  
P.O. Box 928  
Arkansas City, KS 67005-0928

## **SECTION SEVEN**

### **Amendments**

This agreement may be amended in any or all respects but only by express, written agreement of the parties thereto authorized by action of the governing bodies of each of the parties in the same manner as the original agreement was approved and in accordance with the requirements of the Kansas Interlocal Cooperation Act.

## **SECTION EIGHT**

### **Binding Effect**

This agreement shall be binding upon and the benefits inured to the parties hereto and their respective representatives, heirs, successors and assigns.

## **SECTION NINE**

### **Applicable Law**

This agreement shall be governed and construed in accordance with the laws of the State of Kansas.

## **SECTION TEN**

### **Venue**

It is agreed by and between the parties that should any legal dispute arise concerning the validity and the effect of this agreement, or any breach of the agreement then the venue for such dispute shall be in the District Court of Cowley County, Kansas.

## **SECTION ELEVEN**

### **Severance**

If any section, subsection, paragraph, sentence, clause, phrase of this agreement should be determined to be invalid for any reason whatsoever by a court of competent jurisdiction such decision shall not affect the remaining provisions of the agreement, which shall remain in full force and effect and to this end the provisions of this agreement are hereby declared to be severable and shall be presumed to have been agreed upon knowing that the part or section declared invalid would be so declared.

## **SECTION TWELVE**

### **Effective Date**

This agreement shall take effect on the date first written above and be in force upon its execution by all parties hereto and upon approval by the Attorney General of the State of Kansas and upon filing of the agreement with the Register of Deeds of Cowley County and the Kansas Secretary of State.

## **SECTION THIRTEEN**

### **Sole and Only Agreement**

This agreement constitutes the entire and total agreement by and between the parties hereto with respect to the subject matter hereof, and as such it hereby supersedes any and all prior agreements, negotiations or discussions pertaining thereto.

**IN WITNESS WHEREOF**, the parties hereto have caused this interlocal cooperation agreement to be executed as of the date first written above and do hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.

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ATTEST:

\_\_\_\_\_  
Duane L. Oestmann, Mayor  
City of Arkansas City

\_\_\_\_\_  
Lesley A. Shook, Arkansas City City Clerk

Reviewed and approved for form by:

\_\_\_\_\_  
Tamara Niles, Arkansas City Attorney

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ATTEST:

\_\_\_\_\_  
Brenda Butters, Mayor  
City of Winfield

\_\_\_\_\_  
Brenda Peters, Winfield City Clerk

Reviewed and approved for form by:

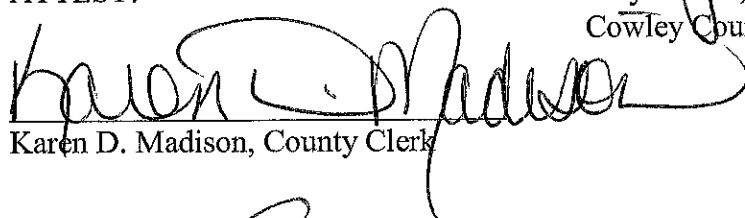
\_\_\_\_\_  
William E. Muret, Winfield City Attorney

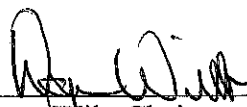
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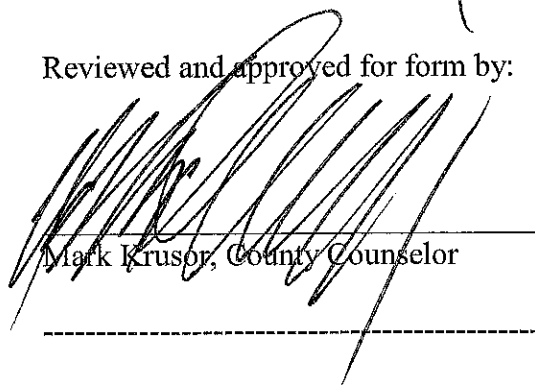
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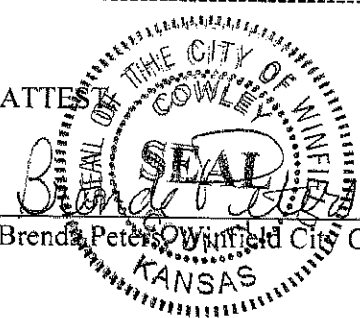
  
Karen D. Madison, County Clerk


  
Wayne Wilt, Chairman  
Cowley County Board of Commissioners

Reviewed and approved for form by:

  
Mark Krusor, County Counselor

IN WITNESS WHEREOF, the parties hereto have caused this interlocal cooperation agreement to be executed as of the date first written above and do hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.

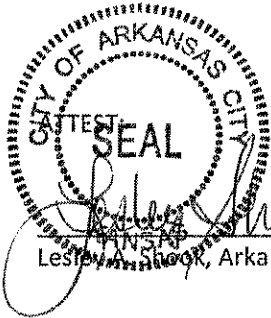
ATTEST  
The seal is circular with a double-lined border. The outer ring contains the text "THE CITY OF WINFIELD" at the top and "KANSAS" at the bottom. The inner circle contains the word "SEAL" in the center, with "COWLEY" written above it and "COUNTY" written below it. A signature, "Brenda Peters", is written across the seal.  
Brenda Peters, Winfield City Clerk

  
Brenda Butters, Mayor  
City of Winfield

Reviewed and approved for form by:

  
William E. Muret, Winfield City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this interlocal cooperation agreement to be executed as of the date first written above and do hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.



Lesley H. Hoot, Arkansas City City Clerk

A handwritten signature in dark ink, appearing to read "Duane L. Oestmann", written over a horizontal line.

Duane L. Oestmann, Mayor  
City of Arkansas City

Reviewed and approved for form by:


A handwritten signature in dark ink, appearing to read "Tamara", written over a horizontal line.

Tamara Niles, Arkansas City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this interlocal cooperation agreement to be executed as of the date first written above and do hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.

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ATTEST:

  
Dr. Dennis Rittle, President  
Cowley College

  
Tiffany Vollmer, Board Clerk

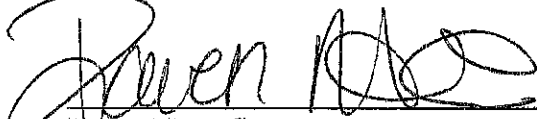
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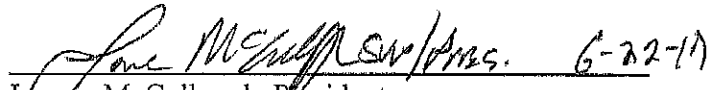
  
Davis W. Andreas, Board Attorney

~~IN WITNESS WHEREOF~~, the parties hereto have caused this interlocal cooperation agreement to be executed as of the date first written above and do hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.

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ATTEST:

  
Raven Nuss, Secretary

 6-22-17  
Lonnie McCullough, President  
RCB Bank

IN WITNESS WHEREOF, the parties hereto have caused this interlocal cooperation agreement to be executed as of the date first written above and do hereby bind themselves to the faithful performance according to the terms and conditions as hereinabove set forth.

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ATTEST:

  
Eric Kurtz, President & CEO  
Union State Bank

  
David Marshall, Secretary

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The foregoing interlocal cooperation agreement for the creation and participation in the Cowley County Economic Development Agency is hereby approved in accordance with KSA 12-2901 et seq. on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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Derek Schmidt, Attorney General, State of Kansas