

INTERLOCAL COOPERATION AGREEMENT
RELATING TO ADMINISTRATION OF NEIGHBORHOOD REVITALIZATION
PLANS FOR TAXING DISTRICTS WITHIN NORTON COUNTY, KANSAS.

This agreement made and entered into as of _____, **2025**, by and between the County of Norton, State of Kansas, a Municipal Corporation, herein called "COUNTY", and the following municipalities as defined in K.S.A. 10-1101 and the amendments thereto, all of which are located, in whole or in part, in Norton County, Kansas, to-wit:

CITIES: Almena, Clayton, Edmond, Lenora, Norton;

TOWNSHIPS: Almena Township, Center Township, Harrison Township, Highland Township, Solomon Township;

UNIFIED SCHOOL DISTRICTS: #211 (Norton), #212 (Northern Valley), #213 (Lenora), #294 (Decatur), #326 (Logan);

FIRE DISTRICTS: Almena Rural Fire No. 1, Norton Rural Fire No. 2, Solomon Valley No. 3, Decatur County Fire, Logan Rural Fire;

MISCELLANEOUS: Regional Library, NWKS Library;

all of whom will be collectively referred to herein as "MUNICIPALITIES".

WITNESSETH:

WHEREAS, each and all of the parties hereto is a "municipality" as that term is defined in K.S.A. 10-1101 and each and all of the parties hereto has adopted a Revitalization Plan as authorized and provided under the Kansas Neighborhood Revitalization Act as set forth in K.S.A. 12-17,114 et. seq.; and

WHEREAS, K.S.A 12-17,119 specifically authorizes two or more municipalities to cooperate with each other in the administration of Revitalization Plans adopted by them as provided in the Interlocal Cooperation Act as set forth in K.S.A 12-2901 et. seq.; and

WHEREAS, the several Plans of the parties hereto can be more efficiently and economically administered by a single administrator and the parties hereto acknowledge and

agree that the COUNTY is the best qualified and equipped of the parties hereto to act as the sole administrator for all the parties' Plans; and

WHEREAS, for the considerations herein stated, the MUNICIPALITIES will employ the COUNTY to administer their individual Plans;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein stated, the COUNTY and MUNICIPALITIES hereby COVENANTS and AGREE as follows:

1. COUNTY TO ADMINISTER ALL REVITALIZATION PLANS. Each and all of the MUNICIPALITIES hereby employ and engage the COUNTY to administer each and all of their individual Plans concurrently with the COUNTY'S administration of its own Plan, at the COUNTY'S sole expense, with the COUNTY to provide all personnel, materials, and equipment necessary and required to administer all of such Plans.

2. COUNTY'S COMPENSATION FOR ADMINISTERING REVITALIZATION PLANS. In consideration for the administration of the Plans of each and all of the MUNICIPALILTIES, and to reimburse the COUNTY for all expenses incurred in connection with such administration, the COUNTY will receive five percent (5%) of the Property Tax increment attributable to all real property qualifying for Revitalization under each and all of the Plans or no less than \$10.00, with such money to be distributed to the COUNTY at the several times provided for the distribution of taxes by the County Treasurer pursuant to K.S.A. 12-1678a (c).

2. TERM OF CONTRACT.

(a) Unless sooner terminated as provided in subparagraph (b), the terms and provisions of this contract shall remain in full force and effect for as long as the individual parties hereto shall have a Plan which remains in full force and effect,

including all extensions of their presently existing Plan.

(b) EARLY TERMINATION. The provisions of subparagraph (a) above to the contrary notwithstanding, if the COUNTY or anyone or more of the MUNICIPALITIES shall elect to terminate this contact at any time prior to the termination provided for in (a) last above, then, any such party desiring to terminate, shall serve notice of such termination upon all of the other parties to this contract not less than twelve (12) months prior to date on which termination is to become effective.

3. DEFINITIONS. As used in this Agreement:

(a) The terms "Plan" and "Plans" means and refers to the Revitalization Plans adopted by each and all the parties hereto pursuant to The Kansas Neighborhood Revitalization Act.

(b) The term "Property Tax Increment" means and refers to that amount of ad valorem taxes collected from a parcel of real estate qualified under any Plan or Plans which is in excess of the amount which was produced from such Parcel and was attributable to the assessed valuation of such Parcel prior to the qualification of the Parcel under the Plan or Plans and which is directly attributable to that part of the assessed valuation of the Parcel directly resulting from the Revitalization of the Parcel under any Plan or Plans.

(c) The term "Revitalization" means and refers to all construction and improvement completed on a Parcel which is qualified under the Plan.

(d) The term "Parcel" means and refers to the tract or piece or parcel of real estate which is described by County Appraiser parcel number and by legal description in the Application to Qualify and to Participate and in the Application for Rebate.

4. RETROACTIVITY. The terms and provision of this contract shall be in full force and effect retroactive to _____, 2025.

IN WITNESS WHEREOF, the parties have hereunto caused this contract and agreement to be duly executed by their officers duly authorized as of the day and date first above written with such execution being completed in counter-parts, each of which is executed by the COUNTY, equal in number to the total number of parties to this agreement and the original of which, as fully executed by all parties hereto, shall be filed in the office of the County Clerk of Norton County, Kansas, for the use and benefit of all of the parties.

NORTON COUNTY, KANSAS

BY: THE BOARD OF COUNTY COMMISSIONERS

BY: _____
Garrett Beydler, Chairman

ATTEST:
(County Seal)

Craig Renner, County Clerk

USD 212 (ALMENA)
NORTON COUNTY, KANSAS

BY: USD 212 Board of Education

Chairman

ATTEST:

Clerk