

INTERLOCAL AGREEMENT

This Interlocal Agreement (hereinafter referred to as "Agreement") is entered into this 30 day of December, 1999, by and between the Unified Government of Wyandotte County/Kansas City, Kansas, (hereinafter referred to as "Unified Government") and the Unified School District No. 500 (hereinafter referred to as "USD 500").

WHEREAS, K.S.A. 12-2904 allows public agencies to enter into interlocal agreements to join and perform certain functions, including economic development; and

WHEREAS, K.S.A. 12-17,114 *et seq.*, provides a program for Neighborhood Revitalization and further allows for the use of interlocal agreements between municipalities to further Neighborhood Revitalization; and

WHEREAS, it is the desire and intent of the parties hereto to provide the maximum economic development incentive as provided for in K.S.A. 12-17,119 by acting jointly.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. That the Unified Government, by Ordinance No. O - 103 - 99 has adopted a Neighborhood Revitalization Plan; said Plan which was also adopted by U.S.D. 500 on September 14, 1999. The parties agree that the Neighborhood Revitalization Plan, as adopted, will not be amended without the approval of the parties, except as may be necessary to comply with applicable state law or regulation.

2. The parties agree that the Unified Government shall be the party responsible for administering the Neighborhood Revitalization Plan on behalf of U.S.D. 500 and any other municipalities. The Unified Government shall create a Neighborhood Revitalization Fund pursuant to K.S.A. 12-17,118 as amended, for the purpose of financing the redevelopment and to provide rebates. Any increment and property tax received by the Unified Government resulting from qualified improvements to property, pursuant to the Neighborhood Revitalization Plan, shall be credited to the Neighborhood Revitalization Fund. Pursuant to the Plan, an administrative fee of five percent (5%) of the tax increment shall be used to cover administrative costs. U.S.D. 500 shall have no additional obligation or responsibility for any costs of administration of this Agreement or of the Neighborhood Revitalization Plan.

3. The Unified Government shall forward to the Clerk of U.S.D. 500, a copy of each approved Application for Tax Rebate for Neighborhood Revitalization Program. Additionally, at least annually, the Unified Government shall submit an accounting of the Neighborhood Revitalization Fund. If all of the increment of ad valorem property taxes are not rebated pursuant to the Plan, the Unified Government shall obtain the approval of U.S.D. 500 prior to the expenditure

or use of such excess amount. However, such approval shall not be required if the excess amount is distributed as generally required by law.

4. The Unified Government agrees to encourage commercial taxpayers benefiting from the Neighborhood Revitalization Plan, and the tenants of such commercial taxpayers within the defined Neighborhood Revitalization Area to make a reasonable effort to employ residents of Wyandotte County and Kansas City, Kansas.

5. All notice to be given to U.S.D. 500 shall be deemed to have been properly given only if addressed to:

Clerk
Board of Education
Unified School District No. 500
625 Minnesota Avenue
Kansas City, Kansas 66101

and

Dr. Raymond L. Daniels, Superintendent
Unified School District No. 500
625 Minnesota Avenue
Kansas City, Kansas 66101

and

Deryl W. Wynn, Esq.
McAnany, Van Cleave & Phillips, P.A.
707 Minnesota Avenue - Suite 400
P.O. Box 171300
Kansas City, Kansas 66117

or any other address chosen by U.S. D. 500, and a) deposited in the United States Mail, b) certified mail, return receipt requested, postage prepaid, or c) be hand-delivered to the above addresses personally or delivered by reputable overnight delivery services.

In the event any notices are to be given to the Unified Government, they shall be deemed to have been properly given only if addressed to:

County Administrator
Unified Government of Wyandotte County/Kansas
City, Kansas
701 North 7th Street
Kansas City, Kansas 66101

and

The Unified Government Legal Department
701 North 7th Street
Kansas City, Kansas 66101

or any other address chosen by the Unified Government and, a) deposited in the United States Mail, b) certified mail, return receipt requested, postage prepaid, or c) be hand-delivered to the above addresses personally or delivered by reputable overnight delivery services.

5. This Agreement embodies the complete agreement between the Unified Government and U.S.D. 500 and cannot be varied or terminated except by written agreement executed by both parties. If any provision of this Agreement is found to be invalid, such provision shall be considered to be deleted from this Agreement and shall not invalidate the remainder of the provisions hereof.

6. The Unified Government and U.S.D. 500 are separate, legal entities. Nothing in this Agreement shall be construed to create or imply any agency, partnership or joint venture between the parties hereto, nor shall any officer, employee or agent of either party be deemed to be an officer, employee or agent of the other party for any purpose.

7. Each person executing this Agreement hereby represents and warrants that he or she has the duty to do so and that his or her signature shall bind the entity for which he or she has signed.

8. This Agreement shall remain in force and effect for a period of three (3) years from the effective date of the Neighborhood Revitalization Plan. The parties agree to jointly or independent undertake an annual review of the Neighborhood Revitalization Plan to determine any modifications.

9. This Agreement may be executed in several counterparts, all of which, together, shall constitute one original Agreement.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the date and year first above written.

THE UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS

By:

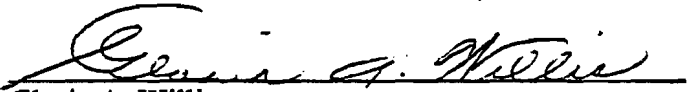

Carol Marinovich
Mayor/CEO

Attest:


Tom G. Roberts, Unified Government Clerk

THE UNIFIED SCHOOL DISTRICT NO. 500
OF WYANDOTTE COUNTY, KANSAS

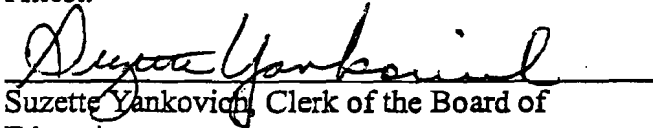
By:



Gloria A. Willis

President of the Board of Education

Attest:



Suzette Yankovich, Clerk of the Board of
Education

INTERLOCAL AGREEMENT

This Interlocal Agreement (hereinafter referred to as "Agreement") entered into this 30 day of December, 1999, by and between the Unified Government of Wyandotte County/Kansas City, Kansas (hereinafter referred to as "Unified Government") and the Kansas City, Kansas Community College (hereinafter referred to as "Community College").

WHEREAS, K.S.A. 12-2904 allows public agencies to enter into interlocal agreements to join and perform certain functions, including economic development; and

WHEREAS, K.S.A. 12-17,114 et seq., provides a program for Neighborhood Revitalization and further allows for the use of interlocal agreements between municipalities to further neighborhood revitalization; and

WHEREAS, it is the desire and intent of the parties hereto to provide the maximum economic development incentive as provided for in K.S.A. 12-17,119 by acting jointly.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. That the Unified Government, by Ordinance No. O-103-99, has adopted a Neighborhood Revitalization Plan; said Plan which was also adopted by the Community College on December 14, 1999. The parties agree that the Neighborhood Revitalization Plan, as adopted, will not be amended without the approval of the parties, except as may be necessary to comply with applicable state law or regulation.

2. The parties further agree that the Unified Government shall administer the Neighborhood Revitalization Plan as adopted by each party on behalf of the signatory parties. The Unified Government shall create a Neighborhood Revitalization Fund pursuant to K.S.A. 12-17,118 as amended, for the purpose of financing the redevelopment and to provide rebates. Any increment and property tax received by the Unified Government resulting from qualified improvements to property, pursuant to the Neighborhood Revitalization Plan, shall be credited to the Neighborhood Revitalization Fund.

3. This Agreement shall remain in force and effect for a period of three (3) years after the effective date of the Neighborhood Revitalization Plan. The parties agree to jointly or independently undertake an annual review of the Neighborhood Revitalization Plan to determine any modifications.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the date and year first above written.

THE UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY
KANSAS

By:

Carol Marinovich
Carol Marinovich, Mayor/CEO

ATTEST:

Donna M. Sealey
Tom Roberts, Unified Government Clerk

THE KANSAS CITY, KANSAS COMMUNITY
COLLEGE

By:

W. H.
CHAIRMAN OF THE BOARD

ATTEST:

Thomas R. Burke
Thomas R. Burke
Secretary to Board of Trustees