Interlocal Agreement Creating the Regional Economic Area Partnership to Serve and Promote the Interests of Local Governments in South Central Kansas

This agreement is made and entered into this ___ day of _____, 2015, pursuant to the authority granted to cities and counties under the Interlocal Cooperation Act, K.S.A. 12-2901 *et seq*., and it is understood that the cities and counties as parties to this agreement are "public agencies" as defined by K.S.A. 12-2903.

1. Establishment

That it is agreed between the parties to this agreement that there is hereby created a separate legal entity to be known as the "Regional Economic Area Partnership" (hereinafter referred to as "REAP"), to conduct the joint and cooperative action provided for in this agreement. REAP shall constitute a body corporate and politic, and shall have the powers as set out herein. That REAP shall be a voluntary organization of, by, and for the local governments of South Central Kansas. Furthermore, this agreement supersedes and nullifies any previous interlocal agreements established between the parties to this agreement creating a similar organization that has been in existence since July 14, 1997, for cities; and June 14, 1999, for cities and counties. Any action taken by the existing REAP organization pursuant to the previous interlocal agreement shall remain valid and continue in full force and effect until amended or nullified by the parties pursuant to this agreement.

2. Nature and Purpose of Interlocal Agreement

Cities and counties of South Central Kansas as parties to this agreement hereby enter into this agreement for the purposes of permitting said entities to make efficient use of their powers by enabling them to cooperate with each other in the joint effort and function of economic development and to recognize the need and value to jointly plan for facilities and services of an area-wide or multi-jurisdictional nature, in order to strengthen local governments, improve public service, and to serve the interests of South Central Kansas on matters of political and economic concern. The parties also recognize the need to inform each other of proposals, plans, developments, and operations which have an area wide or regional impact and significance, and while recognizing that not all of these activities need to be jointly planned or coordinated, the parties hereby agree to bring such matters to the attention of REAP for its review.

In addition, the parties understand the need to strengthen both the individual and collective authority of local governments and help identify and address regional opportunities, resolve regional problems, develop and support common legislative positions, work in concert on issues and challenges which originate outside of the regional boundaries, eliminate unnecessary duplication, and address common issues facing each geographical area.

The primary objective of REAP will be to provide a forum and means to address regional issues and concerns, including but not limited to:

a. Promoting communication among members and the identification and resolution of common regional problems or challenges.

b. Providing a common voice on legislative actions for the protection and benefit of the region and its member communities.

c. Improving economic development and job recruitment to the area.

d. Acting in an advisory capacity to exchange and review various programs that are of regional significance and matters referred to it by individual members.

e. Maximizing the attainment of federal and state grants and assistance into the region.

f. Providing technical assistance to member local governments upon request.

g. Working toward the solution of environmental challenges, including the protection of air, water, and land resources.

3. Membership and Voting

Membership in REAP is open to any city or county in South Central Kansas as defined by a region to include the following counties: Butler, Cowley, Harper, Harvey, Kingman, McPherson, Reno, Sedgwick and Sumner. REAP may also extend membership to specific local units of government outside of the above defined region by approval of a two-thirds vote of members present and voting at any REAP meeting. In order to become a member of REAP and be a party to this agreement, each jurisdiction shall adopt an appropriate ordinance or resolution and shall file the same with the Executive Officer of REAP. Each party to this agreement is entitled to one voting member and one alternate member (who is allowed to vote in the absence of said voting member) to the governing body of REAP. Each party to this agreement shall have the authority to designate said member and alternate member in whatever manner said government deems appropriate. The member shall be an elected official of the respective city or a county commissioner. The alternate member may be either an elected or appointed official from the member government. Members of REAP shall each be entitled to one vote on all matters affecting the organization.

4. Officers

There shall be a Chair, Vice-Chair, Treasurer, and Executive Officer of REAP. The voting members shall in May of each year elect a Chair and a Vice Chair. The Chair shall preside and call all meetings of REAP, with appropriate notice and at times in accordance to the by-laws, and act as a spokesperson on its behalf. The Chair and Vice-Chair shall serve on the executive committee and additional positions shall be added in accordance with the by-laws. The Chair shall appoint one member of the Executive

Committee to serve as Treasurer. The Vice-Chair shall preside at meetings and assume the duties of the Chair in his or her absence. The Treasurer shall be responsible for overseeing the fiscal policies and procedures of REAP. REAP shall appoint an Executive Officer who shall serve at its pleasure and be responsible for maintaining minutes of the meetings and to carry out communications among members of REAP. The Executive Committee is established for purpose of determining agenda items, addressing policy issues and administrative matters, and handling special tasks that may require action between regular meetings of REAP.

The currently elected officers and appointed committee members of the existing REAP organization shall continue to serve in the same capacity as officers and committee members for purposes of this agreement until election of new officers in May, 2007.

5. Bylaws of REAP

REAP shall adopt by-laws consistent with this agreement to govern the conduct of business by REAP. Such by-laws must be adopted or amended by no less than a two-thirds vote of the members present and voting at any regular meeting of REAP. The by-laws of the existing REAP organization shall continue to be in effect pursuant to this agreement until new by-laws are adopted in accordance with this agreement.

6. Financing of REAP

The parties hereto agree to contribute appropriate funding to support REAP in accordance with the fee assessment formula adopted in the current REAP bylaws and as may be amended when new by-laws are adopted in accordance with this agreement.

7. Powers

REAP as a separate legal entity pursuant to K.S.A. 12-2904a shall have the following powers conferred by statute as well as others, as may be amended from time to time, by the state legislature pursuant to this statute. Those powers include:

a. To sue and be sued in its corporate name;

b. To take and hold any property, real or personal, in fee simple or otherwise;

c. To sell, lease, lend or otherwise transfer any property or interest in property owned by REAP;

d. To make contracts;

e. To have and use a corporate seal;

f. To issue bonds, notes or other evidence of indebtedness in its own name;

In addition to the above specific statutory powers, REAP shall have the authority as follows:

g. To conduct studies of the region's resources with respect to existing and emerging problems of industry, commerce, transportation, public services, natural resources, environment, legislative needs, highways, and other matters relevant to REAP's purpose.

h. To pursue and receive federal and state grants or funding assistance to carry out the tasks of REAP.

i. To provide and share technical assistance and enter into agreements among governments to provide or coordinate services or functions.

j. To accept and apply for additional grants, assistance funds, donations, or bequests of money to carry out its intended purposes.

k. To establish a budget and to provide for the manner of financing the tasks undertaken and approved by REAP.

l. To organize special committees or task forces that are appropriate to carry out the business of REAP or its member governments.

m. To retain and utilize the services of consultants for specific services approved by REAP.

n. To authorize the Chair, upon concurrence of the Executive Committee, to establish advisory committees.

o. To administer programs on behalf of the State of Kansas and as authorized by state law.

8. Effective Date, Duration, and Termination

The effective date of this interlocal agreement shall be upon execution by ten (10) eligible members and shall continue in force and effect until terminated by a 2/3 majority of member governments in good standing in accordance with the by-laws, but in no event shall remain in effect with less than ten (10) members. Any member government may withdraw from this agreement by giving sixty (60) days written notice to the Executive Officer of REAP accompanied by an appropriate ordinance or resolution adopted by the governing body. Upon dissolution of REAP, any real or personal property owned by REAP will become the property of the public agencies as parties to this agreement and dispersed in a manner provided in the by-laws or by separate resolution of REAP.

9. Amendments to the Agreement

This Agreement may be amended by a 2/3 majority of the parties to this agreement who are members in good standing with REAP in accordance with the by-laws. Members shall be required to submit an appropriate ordinance or resolution passed by each governing body agreeing to the amendment and such amendment shall not become effective until such ordinances or resolutions have been filed with the Executive Officer.

IN WITNESS WHEREOF, each member has officially adopted and caused this Interlocal Agreement to be executed in the manner provided by law.

_____
Name of Jurisdiction

by _____

_____
Title of Official

Attest:

_____
City/County Clerk

Approved as to form:

_____
City/County Attorney

Approved pursuant to K.S.A. 12-2904

_____
Attorney General