

**INTERGOVERNMENTAL COOPERATION AGREEMENT
AND MEMORANDUM OF UNDERSTANDING BETWEEN
THE WARREN COUNTY LAND BANK AND THE WARREN
COUNTY SCHOOL DISTRICT**

This Intergovernmental Cooperation Agreement and Memorandum of Understanding (“Agreement”), dated _____, 2023, is entered into between the **County of Warren**, a political subdivision of the Commonwealth of Pennsylvania, with principal offices located at 204 Fourth Avenue, Warren, Pennsylvania (the “County”); the **Warren County Land Bank**, created and operating pursuant to Ordinance # 1-2022 of the Warren County Board of Commissioners on July 27, 2022, said entity being a body corporate and politic statutorily authorized by 68 Pa.C.S.A. §2101 *et seq.*, with principal offices located at 204 4th Avenue, Warren, Pennsylvania 16365 (hereinafter “Land Bank”) and the **Warren County School District**, with principal offices located at 6820 Market Street, Russell, Pennsylvania 16345(hereinafter “School District”).

WHEREAS, the County, Land Bank and School District have joined to create stronger communities and in dealing with vacant, abandoned, and tax delinquent properties in their joint jurisdiction; and

WHEREAS, the School District wishes to obtain the aid of and encourage the Land Bank in obtaining blighted, abandoned, vacant, and tax delinquent properties in the School District, maintaining them, and attempting to restore them to productive use; and

NOW, THEREFORE, the parties, in their mutual desire to work together in dealing with vacant, abandoned, blighted and tax delinquent properties, and based upon the mutual agreements herein contained, for good and valuable consideration, agree as follows:

1. Preamble. The preamble hereto is incorporated herein.
2. Land Bank & School District Obligations. The Land Bank shall consider, after consultation with the School District, acquisition of real property located within the boundaries of the School District. The Land Bank has limited funds, and based upon those limited funds, no guarantee can be made by the Land Bank as to property acquisition. The Land Bank, with regard to property which is acquired, shall, with the cooperation and assistance of the applicable municipality, use best efforts and due diligence to attempt to maintain the property and return the same to productive use. No guarantees are being made by the Land Bank regarding the kinds of activities that will be taken by the Land Bank to return the properties to public use, and the Land Bank may require the applicable municipalities themselves to perform these activities and/or bear all or part of the costs of these activities, including, but not limited to, acquisition, development, demolition, and re-sale (these responsibilities shall not apply to the School District). Pursuant to 68 Pa.C.S.A. §2117, if the Land Bank, while this agreement remains in effect, desires to discharge a lien or claim against real property for taxes owed to the School District, the Land Bank must first obtain the approval of the School District’s Board of School Directors.

The School District also agrees that conveyances to or from a Land Bank are not subject to realty transfer tax pursuant to 68 Pa.C.S.A. §2121. The School District understands that during the time that the property is in the ownership of the Land Bank, the same shall not be subject to state or local real estate tax pursuant to 68 Pa.C.S.A. §2109.. The School District understands that the Land

Bank will attempt to return the property to productive use, which may include a non-taxable use, such as transfer to the School District, or for a charitable purpose. ***If the Land Bank is able to and does return the property to a taxable use, the School District agrees, with regard to all taxes from the School District on that property, that, for a period of five years after said property is transferred from the Land Bank, one-half of the taxes collected shall accrue to the benefit of the Land Bank, pro rata against all taxing entities. even though the same may be based on the tax assessed by the School District, and the School District and the County through its Assessment Department agree to take all action necessary to carry out the said allocation to the Land Bank.*** The Land Bank agrees to exercise due diligence and best efforts, however, no representation can be or is made as to the time duration which it will take the Land Bank to return property which it acquires to a productive use. The School District shall have no obligations, other than those stated herein. The School District's preceding obligations shall not apply to, and there shall not be any School District real estate tax forgiveness for, any property that is receiving real estate tax exemption pursuant to the School District's Resolution entitle the ""Tax Relief and Redevelopment Act"" (Resolution No. 23-11-02).

3. Maximum Tax Exemption Period. No property shall receive greater than 5 total years of tax exemption within a 10-year period, regardless of whether said tax exemption is provided through Section 2 of this Agreement, the Local Economic Revitalization Tax Assistance Act (LERTA), and/or the Improvement of Deteriorating Real Property or Areas Tax Exemption Act. In the event of a conflict or inconsistency between this provision and any ordinance or resolution adopted by the School District or County, the parties agree that this provision shall govern and control.

4. Notice. The Land Bank shall reasonably attempt to supply notice to the board member nominated by the School District and appointed by the County pursuant to Section 5 below before any action is taken to acquire, rehabilitate, demolish, convey or transfer property owned by the Land Bank and located within the boundaries of the School District during the term hereof and shall reasonably consult with the designated representative of the School District in developing a plan for the said property.

5. Term and Termination. This Agreement shall continue for so long as the Land Bank remains a viable corporate and body politic; nevertheless, any party hereto may terminate this agreement and withdraw from participation in future acquisition on ninety (90) days' written notice to the other parties. In the event of withdrawal, all of the School District's obligations with regard to property already obtained in the School District, including, but not limited to, the post-Land Bank conveyance five-year allocation of one-half of tax revenues to the Land Bank, shall continue. Unless terminated by mutual agreement, or as stated in this paragraph, this agreement shall continue.

6. Governing Board. Prior to February 1, 2024, the County, pursuant to 68 Pa.C.S.A. §2104, shall appoint a member of the School District's Board of School Directors or a School District administrative employee, as nominated by the School District to the County, to the board of the Land Bank as a voting board member. Thereafter, a School District board member or administrative employee shall at all times have a seat on the board of the Land Bank as a voting board member. If this provision is violated, this agreement and the School District's obligations stated herein shall automatically terminate.

7. Independent Contractors. Notwithstanding anything contained herein, each of the parties hereto are and shall remain independent contractors, and this Agreement shall not create any employment, agency, partnership, or co-venture relationship, and, except as specifically set forth herein, no party may incur debt or financial obligation in the name of the other.

8. Compliance. All activities performed by any party hereunder shall be performed in accordance with all applicable statutes and ordinances of the County of Warren, Commonwealth of Pennsylvania, and United States of America.

9. Entire Agreement and Agreement Interpretation. This Agreement, and the attachments hereto, constitute the full and complete understanding and agreement between parties. No provision of this Agreement shall be interpreted to create any rights in any party other than the Land Bank and the School District. This Agreement may only be altered in writing, signed by the parties hereto and approved by each party's governing board at a public meeting held in compliance with the Pennsylvania Sunshine Act. This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. The resolution of any conflicts or disputes arising hereunder shall be under the jurisdiction and venue of the Warren County Court of Common Pleas.

ATTEST:

WARREN COUNTY SCHOOL DISTRICT

Secretary, Board of School Directors

President, Board of School Directors

ATTEST:

WARREN COUNTY LAND BANK

ATTEST/CHIEF CLERK:

WARREN COUNTY COMMISSIONERS

Chief Clerk

Tricia D. Durbin, Chair

Benjamin Kafferlin, Vice-Chair

Jeff Eggleston, Secretary