

**INTERGOVERNMENTAL COOPERATION AGREEMENT AND MEMORANDUM OF
UNDERSTANDING BY AND AMONG THE REDEVELOPMENT AUTHORITY OF
ALTOONA, THE COUNTY OF BLAIR, THE CITY OF ALTOONA, AND THE
ALTOONA AREA SCHOOL DISTRICT**

This Intergovernmental Cooperation Agreement (“Agreement”) is entered into this 20, day of August, 2019, among and between the **ALTOONA REDEVELOPMENT AUTHORITY**, created pursuant to the Urban Redevelopment Law of 1945, with its principal office at 1301 Twelfth Street, Altoona, PA 16601 (hereinafter “Authority”), the **CITY OF ALTOONA**, a City created under the Third Class Cities Code and governed by Home Rule Charter, with its principal office at 1301 Twelfth Street, Altoona, PA 16601 (hereinafter “City”) the **COUNTY OF BLAIR**, a County created under the County Code, with its principal office at 423 Allegheny Street, Hollidaysburg, PA 16648 (hereinafter “County”), and the **ALTOONA AREA SCHOOL DISTRICT**, a school district in the Commonwealth of Pennsylvania, including in its jurisdiction the City which is a party hereto, with its principal office located at 1415 Sixth Avenue, Altoona, PA 16602 (hereinafter “School District”).

WHEREAS, as authorized by Act 33 of 2018, the City of Altoona adopted Ordinance No. 5726 designating the Authority to act as a Land Bank (hereinafter “Authority as Land Bank”); and

WHEREAS, the City, the County, the School District and the Authority desire to join to create stronger communities by dealing with blighted, vacant, abandoned, and tax delinquent properties or otherwise obsolete land uses (collectively “Problem Properties”) that impair the quality of life, productive growth, and sustainability of the community;

NOW, THEREFORE, the parties, with a mutual desire to work together in promoting effective solutions to these conditions that will encourage productive land uses, stabilize communities and stabilize the tax base, and based upon mutual agreements herein contained, for good and valuable consideration, receipt of which is acknowledged, agree as follows:

1. Recitals. The foregoing Recitals are incorporated into the text of this Agreement.
2. Authority as Land Bank Obligation. The Authority as Land Bank shall consider, in consultation with the City, the acquisition of Problem Properties located in the City. Because the Authority as Land Bank has limited funds, it cannot, and does not, hereby commit to acquiring any properties.

With regard to any properties acquired, the Authority as Land Bank shall attempt to maintain the properties and return them to productive use consistent with the desires of the City as set forth in Ordinance No. 5726 (which is attached hereto as Exhibit A) and any policies and procedures which may be adopted by the Authority as Land Bank and amended from time to

time. The City, the County and the School District are not hereby agreeing to fund, unless specifically negotiated on a case-by-case basis, any acquisition, closing costs, demolition cost, debt service or other costs with respect to the Authority's acquisition of properties in its capacity as Land Bank; nor are the City, County and School District agreeing to fund any costs associated with the sale or leasing of properties acquired by the Authority as Land Bank.

3. Obligations of City, County and School District. The City, County and School District agree, with regard to any property obtained by the Authority as Land Bank, that the City, County and School District shall forgive, exonerate and release the said property from any real estate tax liens or any other liens, including municipal improvement liens, citation costs or any other charges on the property arising in favor of the City, County or School District. The City, County and School District understand that during the time that any property is in the ownership of the Authority, the same shall not be taxable. The City, County and School District understand that when the Authority attempts to return the property to productive use, the use may include a tax-exempt use, such as transfer to the City, County, or School District or to a charitable organization.

Notwithstanding the foregoing, whenever the Authority as Land Bank acquires a property listed on the docket of the Blair County Tax Claim Bureau, the Authority as Land Bank shall pay a purchase price equal to the City's and School District's pro rata share of "costs" as hereinafter defined based upon total millage of the County, City and School District combined. "Costs" is defined as costs permitted to be collected by the Blair County Tax Claim Bureau under RETSL as now enacted or as hereinafter amended with respect to the collection of delinquent taxes with respect to a respective parcel and its owner(s). "Costs" shall not include the five percent (5%) commission to which the Blair County Tax Claim Bureau is entitled under RETSL or any tax or municipal lien. The City and School District waive any claim to the monies so paid by the Authority as Land Bank to the Blair County Tax Claim Bureau.

If the Authority as Land Bank is able to and does return the property to a taxable use, the City, County and School District agree that, for a period of five (5) years after said property is conveyed by the Authority as Land Bank, one half (1/2) of any real estate taxes collected on the property shall accrue to the benefit of the Authority as Land Bank. The City, County and School District agree to take all action necessary to carry out the allocation of these taxes to the Authority as Land Bank.

The City agrees to maintain the exterior portion of any property acquired by the Authority as Land Bank, including but not limited to, snow or ice clearance, vegetation control, cutting grass and any other agreed upon exterior maintenance during the time the same is owned by the Authority as Land Bank. No representation can be or is made as to the time duration which it will take the Authority as Land Bank to return any property which it acquires to a productive use. The City, County and the School District are not hereby agreeing to fund or perform any capital repairs, replacements or other such work on any property acquired or claimed by the Authority as

Land Bank. If the Authority as Land Bank leases any property it acquires, from that date forward, the City shall be released from any further obligation to maintain the property as set for in this section.

4. Notice. The Authority as Land Bank shall reasonably attempt to supply notice to the representatives designated by the City, County and School District before any action is taken to acquire, rehabilitate, demolish, convey or transfer any property owned by the Authority as Land Bank during the term hereof and shall reasonably consult with the designated representative of the City in developing a plan for said property.

5. Term and Termination. Any party hereto may terminate this Agreement and withdraw from participation in future acquisitions on thirty (30) days' written notice to the other parties. In the event of withdrawal, all obligations with regard to property already obtained or in process of being obtained by the Authority as Land Bank shall continue until the Authority as Land Bank conveys the same and the five (5) year allocation of one half (1/2) of the tax revenues collected to the Authority as Land Bank shall continue as set forth herein.

6. Independent Contractors. Notwithstanding anything contained herein, each of the parties hereto is and shall remain an independent contractor and the Agreement shall not create any employment, agency, partnership or co-venture relationship and, except as specifically set forth herein, neither party may incur debt or financial obligation in the name of any other party.

7. Compliance with Laws, Ordinances, Rules and Regulations. All activities performed by any party hereunder shall be performed in accordance with all applicable statutes and ordinances.

8. Entire Agreement and Agreement Interpretation. This Agreement constitutes the full and complete understanding and agreement among the parties. No provision of this Agreement shall be construed to create any rights in anyone who is not a party to this Agreement. This Agreement may be amended or revised in writing signed by all of the parties hereto. 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 Blair County Court of Common Pleas.

ALTOONA REDEVELOPMENT AUTHORITY

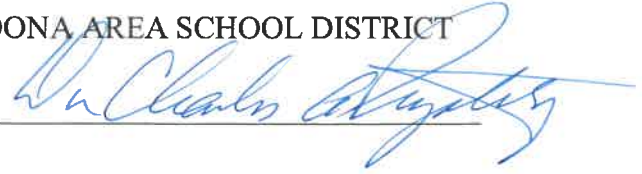
By: 

CITY OF ALTOONA

By: 

ALTOONA AREA SCHOOL DISTRICT

By: _____

A handwritten signature in blue ink, appearing to read "W. Charles [unclear]", written over a horizontal line.

COUNTY OF BLAIR

By: _____

A handwritten signature in blue ink, appearing to read "B. R. [unclear]", written over a horizontal line.