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COOPERATION AGREEMENT

This agreement entered into this _____ day of _____, 2009, by and between the Kenaitze/Salamatof Tribally Designated Housing Entity (hereinafter called the “Recipient”), and the Kenai Peninsula Borough, 144 N. Binkley St., Soldotna, AK 99669, (hereinafter called the “Local Governing Body”).

In consideration of the mutual covenants hereinafter set forth, the parties do hereby agree as follows:

1. Whenever used in this agreement, the term “project” shall mean the Kenaitze/Salamatof Tribally Designated Housing Entity (TDHE) low income housing located at 45941 Miller Loop Rd, Nikiski, Alaska 99635 (Parcel ID No. 01519219) acquired by the Recipient with financial assistance of the United States of America, acting by and through the Secretary of the Department of Housing and Urban Development (hereinafter called the “Government”), and under the Native American Housing Assistance and Self Determination Act of 1996.
2. The Recipient, with funding from the Government, acquired a low-income housing project, comprising approximately four rental units. The project is located within the jurisdictional limits of the Local Governing Body.
3. Pursuant to this agreement and 25 USC § 4111(d)(1), this project within the jurisdictional limits of the Local Governing Body is exempt from all real property taxes levied or imposed by the Local Governing Body so long as such project is owned by the Recipient and is used for low-income rental or low-income lease-purchase homeownership purposes. The Local Governing Body agrees that it will not levy or impose any real property taxes upon this project consistent with Section 101(d) of the Native American Housing and Self Determination Act of 1996, 25 U.S.C. § 4111 (d).
4. During such period in which the project is exempt from all real property taxes levied or imposed by the Local Governing Body, the Recipient shall make annual payments of either user fees or Payments in Lieu of Taxes (PILOT) instead of taxes in payment for public services and facilities furnished from time to time without other cost or charge to such project.
5. Each such annual payment of user fees or PILOT shall be made no later than October 15 of each calendar year and shall be in an amount equal to at least \$150 per dwelling unit.
6. During the period commencing with the date of the acquisition of any part of the site of this project and continuing so long as this agreement is in effect and the project is used for low-income rental or lease-purchase homeownership purposes, the Local Governing Body, without cost or charge to the Recipient or the tenants of such project other than user fees or PILOT described above, shall furnish or cause to be furnished to the Recipient and the tenants of such project any and all public services, facilities and infrastructure of the same character and to the same extent as are furnished from time to time without cost or charge to other similarly situated dwellings and inhabitants within

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the Local Governing Body’s jurisdictional limits subject to the availability and appropriation of funds by the Kenai Peninsula Borough Assembly.

- 7. No cooperation agreement previously entered into between the Local Governing Body and the Recipient shall be construed to apply to the project covered by this agreement.
- 8. This agreement shall not be abrogated, changed, or modified without the consent of both the Local Governing Body and the Recipient. The privileges and obligations of the Local Governing Body hereunder shall remain in full force and effect with respect to this project so long as the project is used to meet low-income housing needs. However, if at any time the title to, or possession of, this project is held by a public body or governmental agency, including the Government, the provisions hereto shall inure to the benefit of and may be enforced by such public body or governmental agency, including the Government.
- 9. Notwithstanding any other provision in this Agreement, the Local Governing Body and Recipient agree to renegotiate, in good faith, user fees or PILOT within five years of the effective date of this agreement, and every five years thereafter. If the Local Governing Body and Recipient cannot reasonably mutually agree upon user fees or PILOT, either party may terminate this Agreement. Either party may also immediately terminate this agreement if the project is no longer used exclusively for low-income housing.

IN WITNESS WHEREOF, the Local Governing Body and the Recipient have respectively signed this agreement and caused their seals to be affixed and attested as of the day and year first above written.

KENAI PENINSULA BOROUGH

(SEAL)

By: David R. Carey, Borough Mayor

Attest:

Approved as to Form and Legal Sufficiency:

Johni Blankenship, CMC
Borough Clerk

Scott Bloom
Assistant Borough Attorney

KENAITZE/SALAMATOF TRIBALLY
DESIGNATED HOUSING ENTITY

(SEAL)

By:
Its:

Attest:

Approved as to Form and Legal Sufficiency: