

## COOPERATIVE AGREEMENT

**THIS COOPERATIVE AGREEMENT** ("Agreement") entered into as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF KANSAS CITY, MISSOURI**, ("the City"), and the \_\_\_\_\_, a community improvement district and political subdivision of the State of Missouri ("District" or "CID").

### WITNESSETH:

**WHEREAS**, the City Council of Kansas City, Missouri (the "City Council"), did on \_\_\_\_\_, 20\_\_\_\_, pass \_\_\_\_\_ No. \_\_\_\_\_ (the "Ordinance"), which approved the District (the "Petition"); and

**WHEREAS**, the District is required to have a fiscal year for purposes of maintaining financial records, which pursuant to law must be the same as the fiscal year of the City, which runs from May 1 through April 30 of each year (the "Fiscal Year"); and

**WHEREAS**, the City is authorized in accordance with the provisions of the "Missouri Community Improvement District Act", Sections 67.1401, et seq. RSMo, as amended (the "CID Act"), to review the District's annual budget;

**NOW, THEREFORE**, for and in consideration of the premises, and the mutual covenants, herein contained, the Parties agree as follows:

### ARTICLE 1: REPRESENTATIONS

#### Section 1.1. Representations by the District.

The District represents that:

A. The District is a community improvement district and political subdivision, duly organized and existing under the laws of the State of Missouri, including particularly the CID Act.

B. The District has authority to enter into this Agreement and to carry out its obligations under this Agreement. By proper action of its Board of Directors, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the District will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the District is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the District or any of its property, or result in

the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District under the terms of any instrument or agreements to which the District is a party.

D. There is no litigation or proceeding pending or threatened against the District affecting the right of the District to execute or deliver this Agreement or the ability of the District to comply with its obligations under this Agreement or which would materially adversely affect its financial condition.

## **Section 1.2. Representations by the City.**

The City represents that:

A. The City is duly organized and existing under the Constitution and laws of the State of Missouri.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement.

C. The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreements to which the City is a party.

D. There is no litigation or proceeding pending or threatened against the City affecting the right of the City to execute or deliver this Agreement or the ability of the City to comply with its obligations under this Agreement.

## **ARTICLE 2: REPORTING OBLIGATIONS OF DISTRICT**

### **Section 2.1. Submission of Annual Budget by District.**

A. The District shall annually prepare or cause to be prepared a budget (the "Budget") for the upcoming Fiscal Year, which is consistent with the purposes of the District. The Budget shall be submitted to the City Clerk for submission to the Mayor and City Council for review and comment not less than ninety (90) days prior to the intended date of approval of the Budget. Not later than the first day of each Fiscal Year of the District, the board of directors of the District (the "Board of Directors") shall adopt a Budget for the District for the ensuing budget year, with expected expenditures, revenue, and rates of assessments and taxes in such a manner as may be provided by law. If the Board of Directors fails to adopt a Budget by the first day of a

Fiscal Year, the District shall be deemed to have adopted for such Fiscal Year a Budget, which provides for the application of the District's sale tax revenues collected in such Fiscal Year in accordance with the budget for the prior Fiscal Year.

B. The District shall, if requested by the City, provide in written form or testimony information as to how the proposed Budget is consistent with the purposes of the District.

C. The District shall prepare and submit to the City Clerk and the Missouri Department of Economic Development an annual report (the "Annual Report") within 120 days after the end of the then Fiscal Year stating the services provided, revenues collected and expenditures made by the District during the Fiscal Year, and copies of all written resolutions approved by the Board of Directors during the Fiscal Year.

D. The District shall, if requested by the City, provide testimony as to the actions represented in the Annual Report that are in furtherance of the purposes and priorities as set forth in the District's Petition.

### **ARTICLE 3: DEFAULTS AND REMEDIES**

A. An event of default as specified in this Article (an "Event of Default") shall occur upon the failure by either Party in the performance of any covenant, agreement or obligation imposed or created by this Agreement and the continuance of such failure for fifteen (15) days after the other Party has given written notice to such Party specifying such failure.

B. If any Event of Default has occurred and is continuing, then any non-defaulting party may, upon its election or at any time after its election while such default continues, by mandamus or other suit, action or proceedings at law or in equity enforce its rights against the defaulting party and its officers, agents and employees, and require and compel duties and obligations required by the provisions of this Agreement.

### **ARTICLE 4: MISCELLANEOUS**

#### **Section 4.1. Effective Date and Term.**

This Agreement shall become effective on the date this Agreement has been fully executed by the Parties. This Agreement shall remain in effect for as long as the District is legally in existence.

**Section 4.2. Modification.**

The terms, conditions, and provision of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among the City and the District. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

**Section 4.3. Jointly Drafted.**

The Parties agree that this Agreement has been jointly drafted and shall not be construed more strongly against another Party.

**Section 4.4. Applicable Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

**Section 4.5. Validity and Severability.**

It is the intention of the Parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of State of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

**Section 4.6. Execution of Counterparts.**

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

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**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year first above written.

**CITY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Assistant City Attorney

**DISTRICT**

By: \_\_\_\_\_

Title: \_\_\_\_\_