
COOPERATIVE AGREEMENT

by and between the

CITY OF LEE'S SUMMIT, MISSOURI,

and the

REORGANIZED SCHOOL DISTRICT NO. 7 OF JACKSON COUNTY, MISSOURI

dated as of

_____, 2022

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“Agreement”), entered into as of this ____ day of _____, 2022, by and between the **CITY OF LEE’S SUMMIT, MISSOURI**, a charter city and political subdivision of the State of Missouri (the “**City**”), and the **REORGANIZED SCHOOL DISTRICT NO. 7 OF JACKSON COUNTY, MISSOURI**, a school district, with an address of 301 NE Tudor Road, Lee’s Summit, Missouri 64086 (“**District**”), (the City and the District being sometimes collectively referred to herein as the “**Parties**”, and individually as a “**Party**”, as the context so requires). (All capitalized terms used but not otherwise defined herein shall have the meanings ascribed in **Section 1.2** of this Agreement.)

RECITALS

A. The Project – The City has engaged in planning and preparation efforts to proceed with transportation improvements to the Highway 50 and Highway 291 North Interchange and the relocation of Blue Parkway on the north side of Highway 50 in coordination with the interchange project (collectively the “**Project**”). The City has received a Cost Share award from MoDOT for the Project, and the City will be executing a Cost Share Agreement with MoDOT for the Project (the “**Cost Share Agreement**”).

B. The LSHS Property – In order to allow for the relocation of Blue Parkway as part of the Project, certain property that is owned by the District at the location illustrated on **Exhibit A** (the “**LSHS Parcel**”) will be transferred to the City for right-of-way for Blue Parkway according to the terms and conditions set forth in this Agreement. The exact size and configuration of the LSHS Parcel is not known on the effective date of this Agreement, but will become certain by the Acquisition Date as defined below. Both Parties’ written signature shall be required to confirm and ratify the exact size and configuration of the certain property in **Exhibit A** once the same becomes certain by the Acquisition Date.

C. The Missouri Highway Patrol Property – The Missouri Highway Patrol Troop A Headquarters building that is located on property owned by the State of Missouri at 504 SE Blue Parkway (the “**MHP Property**”) and which is located to the east of the property occupied by the Lee’s Summit High School Campus (the “**LSHS Campus**”) will be relocated to a new location in the City. The MHP Property will be transferred to the City as part of the Project. The northern portion of the MHP Property, defined below as the **North Remnant Parcel in Exhibit A**, will become available for transfer to the District upon the completion of construction of the western portion of relocated Blue Parkway.

D. The Downtown Parking Lot – The City owns the Downtown Parcel at 107 SE Douglas Street that is generally used as a parking lot, and which is currently being used by Cityscape as a construction staging area for the Apartment Project that is currently under construction on property to the west of the Downtown Parcel. As part of the consideration for the transactions connected with the Project as set forth in this Agreement, the City will transfer the Downtown Parcel to the District pursuant to the terms and conditions set forth in this Agreement.

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E. The City and the District desire to enter into an agreement to provide for the land transactions discussed above and for the construction of certain improvements that will benefit the District in connection with the Project.

AGREEMENT

Now, therefore, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1: DEFINITIONS, RECITALS AND EXHIBITS

Section 1.1. Recitals and Exhibits. The representations, covenants and recitations set forth in the foregoing recitals and the exhibits attached to this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section, and the appropriate exhibits are incorporated into each Section of this Agreement that makes reference to an exhibit.

Section 1.2. Definitions. Words and terms defined elsewhere in this Agreement shall have the meanings assigned therein. Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings:

“Acquisition Date” means the date on which MoDOT formally authorizes the acquisition of property to be used as right-of-way for the Project. The Acquisition Date is anticipated to occur approximately six (6) months after execution of the Cost Share Agreement, but this date will ultimately be determined by MoDOT as part of the Project implementation process and is not directly controlled by the Parties to this Agreement.

“Acquisition Unit Price” means \$5.33 per square foot.

“Apartment Project” means the apartment project being constructed at 114 SE Douglas Street in Lee’s Summit by DTLs Apartments, consisting of 274 apartment units, structured parking, rehabilitation of the sanctuary building at the southeast corner of 114 SE Douglas Street, and associated public improvements and utility improvements.

“Applicable Laws and Requirements” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any unit of government.

“City” means the City of Lee’s Summit, Missouri, a charter city and political subdivision under applicable Missouri laws.

“City Council” means the governing body of the City of Lee’s Summit, Missouri.

“City Manager” means the City Manager of the City, or his/her designee.

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“**Cityscape**” means Cityscape Residential which is the parent company that is constructing the apartment project located to the west of the Downtown Lot.

“**Closing Date**” means the date on which the LSHS Parcel, the North Remnant Parcel and the Downtown Parcel are each transferred pursuant to the terms and conditions of this Agreement. The Closing Date for each transaction will be independently determined and mutually agreed upon as described in this Agreement. Each Closing Date for each transaction will be established after the Acquisition Date is determined for the Project by MoDOT.

“**Downtown Parcel**” means parcel No. 61-340-19-02-00-0-00-000 pursuant to the Jackson County tax parcel numbering system, which has the street address of 107 SE Douglas Street in Lee’s Summit, Missouri.

“**DTLS Apartments**” means DTLS Apartments, LLC, which is a subsidiary of and controlled by Cityscape.

“**MHP Parcel**” means parcel No. 61-510-02-40-00-0-00-000 pursuant to the Jackson County tax parcel numbering system, which has the street address of 504 SE Blue Parkway in Lee’s Summit, Missouri.

“**MHTC**” means the Missouri Highways and Transportation Commission, which is the legislative and governing body of the MoDOT.

“**MoDOT**” means the Missouri Department of Transportation, including the MHTC.

“**North Remnant Parcel**” means the portion of the MHP Property that will be located to the north of the right-of-way of realigned Blue Parkway, the final boundaries of which will be mutually determined and agreed upon according to the final engineering plans for the Project. The size and configuration of the North Remnant Parcel is expected to be identified on the engineering plans by the Acquisition Date, but the final size and configuration of the parcel will be conclusively determined after construction of the realigned Blue Parkway is completed. The North Remnant Parcel is expected to be bisected by Stadium Drive, which will be designed, engineered, and constructed as set forth in this Agreement. Transfer of the North Remnant Parcel will include the portion devoted to Stadium Drive. The anticipated location of the North Remnant Parcel is shown on **Exhibit A**.

“**Stadium Drive**” means the driveway to be constructed from the realigned Blue Parkway to the northwest corner of the North Remnant Parcel. The Parties acknowledge that the term Stadium Drive, for purposes of this Agreement, does not include any portion of driveway on the existing LSHS Campus parcel, beyond the North Remnant Parcel, except as may only be necessary for a distance no more than ten (10) feet into the LSHS Campus property to accommodate a taper, match and/or tie-in to existing ground or existing improvements or planned improvements to the LSHS Campus that have been constructed at such time as the driveway is built. The anticipated location of Stadium Drive is shown on **Exhibit A**.

“**Title Company**” means Assured Quality Title located at 1001 Walnut Street in Kansas City, Missouri.

ARTICLE 2: REPRESENTATIONS

Section 2.1. Representations by the District. The District represents that:

A. The District is a school district organized and existing under the laws of the State of Missouri.

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 Education, the District has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

C. The District has no knowledge of litigation or proceedings 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.

Section 2.2. 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 as a charter city.

B. The City has authority to enter into this Agreement and to carry out its obligations under this Agreement, and the Mayor of the City is duly authorized to execute and deliver this Agreement.

C. The City has no knowledge of litigation or proceedings 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 3: TRANSACTIONS TO FACILITATE THE PROJECT.

Section 3.1. Acquisition of the MHP Parcel by the City. The City anticipates that the MHP Parcel will become available to the City as a result of the Project pursuant to one or more contracts between the City and State agencies including the Missouri Highway Patrol and / or the Missouri Office of Administration. The City's ownership of the MHP Parcel will allow for, and is a precondition to, transfer of the North Remnant Parcel to the District as set forth in **Section 3.3**.

Section 3.2. Transfer of the LSHS Parcel. The LSHS Parcel will be transferred to the City according to the following terms and conditions:

A. LSHS Parcel determination. The size of the LSHS Parcel that will be needed for the Project is estimated to be approximately 28,000 square feet. The actual size of the LSHS Parcel that will be determined by MoDOT by the Acquisition Date. The Parties agree that the size of the LSHS Parcel will be only as large as needed to facilitate the realignment of Blue Parkway and will not include any excess land that is not needed for the Project. The City will seek to minimize the size of the LSHS Parcel, to the greatest extent possible, as part of MoDOT's design and

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engineering of the Project and the realignment of Blue Parkway. The intent is for the LSHS Parcel to be only as large as necessary to facilitate the realignment of Blue Parkway as part of the overall Project. Both Parties' written signature shall be required to confirm and ratify the exact size and configuration of the certain property in **Exhibit A** once the same becomes certain by the Acquisition Date.

B. Purchase Price. The purchase price for the LSHS Parcel shall be the Acquisition Unit Price multiplied by the number of square feet of the LSHS Parcel (the "**Purchase Price**"). The size of the parcel in square feet shall be determined pursuant to MoDOT's engineering and design process for the Project, as set forth in paragraph A of this Section. The Purchase Price will be transmitted in writing to and agreed upon by the District on or about the Acquisition Date.

C. Title Commitment. The City shall obtain a title insurance commitment from the Title Company for an ALTA fee owner's policy of title insurance without standard exceptions, in the amount of the anticipated total Purchase Price (the "**LSHS Parcel Commitment**") based on the estimated parcel size of 28,000 square feet. The LSHS Parcel Commitment shall be issued by the Title Company, the same to bear a date later than the date hereof, wherein the Title Company shall agree to insure the title in the condition required hereunder and as marketable title subject only to those encumbrances to which the City has not objected or if objected to which the City has waived in writing. The City shall, at the time of the Closing Date, order a Policy of Title Insurance from the Title Company pursuant to the LSHS Parcel Commitment. The cost of the LSHS Parcel Commitment and Title Insurance Policy shall be paid for by the City or as a Project cost under the Cost Share Agreement.

D. Closing Date. The City and the District will establish a mutually agreeable Closing Date after the Acquisition Date is established for the Project by MoDOT, and the closing for the transaction (the "**LSHS Parcel Closing**") shall occur on the agreed-upon Closing Date. The Purchase Price shall be paid by the City to the District on the Closing Date.

E. Possession. Exclusive possession of the LSHS Parcel shall be delivered to the City on the Closing Date, subject only to permitted exceptions as established by the Title Insurance Policy.

F. Closing and Closing Deliveries. The Closing shall take place via escrow, electronically, at the office of the Title Company, or such other place as the Parties may mutually agree. At Closing, the City and the District shall execute and deliver the following at closing:

1. The City shall deliver to the Title Company, or cause to be delivered, via federal wire transfer of funds, the Purchase Price, plus or minus closing adjustments, as the case may be. The Purchase Price shall be distributed by the Title Company to the District, plus or minus any closing adjustments.

2. The District shall execute and deliver a Special Warranty Deed for the LSHS Parcel in form and substance reasonably acceptable to the City, together with such documentary, transfer or other tax affidavits as shall be required by applicable law to permit the recording of such Special Warranty Deed.

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3. The City and District shall execute and deliver to one another a Closing Statement prepared by the Title Company.

4. The City shall cause the Title Company to deliver to the City the Title Insurance Policy. The City shall pay any escrow fees and closing fees charged by the Title Company.

5. Upon approval by the District, the District shall execute and deliver the affidavit or certificate relating to the District's representations and warranties as required by the LSHS Parcel Commitment.

6. The District shall deliver to the City exclusive possession of the LSHS Parcel, subject only to permitted exceptions as established by the Title Insurance Policy.

7. Each of the City and the District shall execute such other instruments and documents as are reasonably required by the other Party or the Title Company to effectuate the Closing.

G. District's Covenants as Seller. From the date of this Agreement until the Closing Date:

1. The District shall operate, repair and maintain the LSHS Parcel in the same manner as the same have heretofore been maintained and shall permit no wasting of the property. The Parties acknowledge the District's planned improvements to the LSHS Campus which may impact the LSHS Parcel during such construction.

2. The District shall not enter into any lease, lease amendment, license or occupancy agreement of any kind with respect to the LSHS Parcel, without the City's prior written consent, in each such instance, which consent shall not be unreasonably withheld or delayed.

3. Except as set forth herein, the District shall not transfer any of the LSHS Parcel, create any encumbrance thereon, grant any easements, or enter into any contract or other agreement affecting the LSHS Parcel which is not cancelable on and as of the Closing Date without the City's prior written consent, in each such instance.

H. Broker. The Parties do hereby certify, represent and warrant, each to the other, they have not engaged, enlisted, employed, or otherwise made use of any real estate broker or salesperson in connection with this sale of the LSHS Parcel. The Parties further promise to indemnify and hold the other harmless from any and all fees, costs and/or charges stemming from a broker or salesperson purporting to represent either Party in connection with such sale.

Section 3.3. Transfer of the North Remnant Parcel. The North Remnant Parcel will be transferred to the District according to the following terms and conditions:

A. North Remnant Parcel determination. The size and configuration of the North Remnant Parcel is estimated to be approximately 26,100 square feet. The actual size and

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configuration of the North Remnant Parcel will be determined after the relocation of Blue Parkway has been fully designed for the Project, and is expected to be known by the Acquisition Date.

B. Purchase Price. The purchase price for the North Remnant Parcel shall be \$1 and the other good and valuable consideration provided by the District pursuant to the several transactions described in this Agreement.

C. Title Commitment. The City shall obtain a title insurance for the MHP Parcel pursuant to the City's acquisition of that parcel from the State. The City shall also obtain a commitment from the Title Company for an ALTA fee owner's policy of title insurance in the amount of the anticipated total acquisition price of the North Remnant Parcel (the "**North Remnant Parcel Commitment**") based on the estimated parcel value of One Hundred Thirty-Nine Thousand Dollars and 00/100 cents (\$139,000). The North Remnant Parcel Commitment shall be issued by the Title Company, wherein the Title Company shall agree to insure the title in the condition required hereunder and as marketable title subject only to those encumbrances to which the District has not objected or if objected to which the District has waived in writing. The City shall, at the time of the Closing Date, order a Policy of Title Insurance from the Title Company pursuant to the North Remnant Parcel Commitment. The cost of the North Remnant Parcel Commitment and Title Insurance Policy shall be paid for by the City or as a Project cost under the Cost Share Agreement.

D. Closing Date. The City and the District will establish a mutually agreeable Closing Date for the North Remnant Parcel after the North Remnant Parcel becomes available for transfer, which is expected to be after substantial completion of construction of the relocated Blue Parkway adjacent to the North Remnant Parcel. The North Remnant Parcel will be used for construction staging until the Closing Date for the parcel.

E. Possession. Exclusive possession of the North Remnant Parcel shall be delivered to the District on the Closing Date for such parcel, subject only to permitted exceptions as established by the Title Insurance Policy.

F. Closing and Closing Deliveries. The Closing shall take place via escrow, electronically, at the office of the Title Company or such other place as the Parties may mutually agree. At Closing, the City and the District shall execute and/or deliver to one another and/or, as applicable, deliver to the other, the following:

1. The City shall execute and deliver a Special Warranty Deed for the North Remnant Parcel in form and substance reasonably acceptable to the District, together with such documentary, transfer or other tax affidavits as shall be required by applicable law to permit the recording of such Special Warranty Deed.

2. The City and District shall execute and deliver to one another a Closing Statement prepared by the Title Company.

3. The City shall cause the Title Company to deliver to the District the Title Insurance Policy. The City shall pay any escrow fees and closing fees charged by the Title Company.

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4. The City shall execute and deliver the affidavit or certificate relating to the City's representations and warranties as required by the North Remnant Parcel Commitment.

5. The District shall deliver to the City exclusive possession of the North Remnant Parcel, subject only to permitted exceptions as established by the Title Insurance Policy.

6. Each of the City and the District shall execute such other instruments and documents as are reasonably required by the other Party or the Title Company to effectuate the Closing.

G. City's Covenants as Seller. From the date of this Agreement until the Closing Date:

1. The North Remnant Parcel will be used as a construction staging area while the relocated Blue Parkway is under construction. The City will deliver or cause to be delivered, subject to approval by the District, the North Remnant Parcel in a clean and graded condition after construction activities for Blue Parkway have been completed.

2. The City shall only permit MoDOT and its contractors to use the North Remnant Parcel during construction and shall not enter into any lease, lease amendment, license or occupancy agreement of any other kind with respect to the North Remnant Parcel.

3. Except as set forth herein, the City shall not transfer any of the North Remnant Parcel, create any encumbrance thereon, grant any easements, or enter into any contract or other agreement affecting the North Remnant Parcel other than as needed for construction of the Project and as agreed upon, in writing by the District, if not specifically referenced herein.

H. Broker. The Parties do hereby certify, represent, and warrant, each to the other, they have not engaged, enlisted, employed or otherwise made use of any real estate broker or salesperson in connection with the North Remnant Parcel, and hold the other harmless from any and all fees, costs and/or charges stemming from a broker purporting to represent either Party.

Section 3.4. Transfer of the Downtown Lot. The Downtown Lot will be transferred to the District according to the following terms and conditions:

A. Agreement between the District and DTLS Apartments. The District will negotiate an agreement with DTLS Apartments (the "**DTLS Agreement**") which will provide permission for DTLS Apartments to use six parking spaces in the Downtown Lot, or at another location which is deemed to be mutually acceptable between the District and DTLS Apartments, while the DTLS Apartments project is in operation, under substantially the same terms and conditions as set forth in the Redevelopment Contract between the City and DTLS Apartments dated December 10, 2019 (the "**Redevelopment Contract**"), as mutually agreed by DTLS Apartments and the District.

B. Transfer of the Downtown Lot. The Downtown Lot will be transferred by the City to the District after the following have been completed:

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1. The District and DTLS Apartments have executed the DTLS Agreement as described in paragraph A of this Section, or the Parties to this Agreement have waived this requirement and the District and DTLS Apartments are continuing to diligently complete the DTLS Agreement.

2. Construction of the Apartment Project by DTLS Apartments has been substantially completed, the City has issued a temporary certificate of occupancy for the Apartment Project, and DTLS Apartments is no longer using the Downtown Lot as a construction staging area for the Apartment Project.

C. Purchase Price. The purchase price for the Downtown Lot shall be \$1 and the other good and valuable consideration provided by the District pursuant to the several transactions described in this Agreement.

D. Title Commitment. The District may obtain title insurance for the Downtown Lot at the District's election and shall pay all costs associated with this insurance. The Parties acknowledge that they have not analyzed the value of the Downtown Lot for the purposes of valuation for title insurance.

E. Closing Date. The City and the District will establish a mutually agreeable Closing Date after the items set forth in part B of this Section have been completed.

F. Possession. Exclusive possession of the Downtown Parcel shall be delivered to the District on the Closing Date.

G. Closing and Closing Deliveries. The Closing shall take place via escrow, electronically, at the office of the Title Company or such other place as the Parties may mutually agree. At Closing, the City and the District shall execute and/or deliver to one another and/or, as applicable, deliver to the other, the following:

1. The City shall execute and deliver a Special Warranty Deed for the LSHS Parcel in form and substance reasonably acceptable to the District, together with such documentary, transfer or other tax affidavits as shall be required by applicable law to permit the recording of such Special Warranty Deed.

2. The City and District shall execute and deliver to one another a Closing Statement prepared by the Title Company.

3. The City shall deliver to the District possession of the Downtown Lot, subject to use by DTLS Apartments pursuant to the Agreement described in paragraph A of this Section.

4. Each of the City and the District shall execute such other instruments and documents as are reasonably required by the other Party or the Title Company to effectuate the Closing.

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H. City's Covenants as Seller. From the date of this Agreement until the Closing Date:

1. The City shall permit the use of the Downtown Lot as allowed and required by the Redevelopment Contract.

2. The City shall not enter into any lease, lease amendment, license or occupancy agreement of any kind with respect to the Downtown Lot, without the District's prior written consent, in each such instance, which consent shall not be unreasonably withheld or delayed.

3. Except as set forth herein, the City shall not transfer any of the Downtown Lot, create any encumbrance thereon, grant any easements, or enter into any contract or other agreement affecting the Downtown Lot which is not fully cancelable on and as of the Closing Date without the District's prior written consent, in each such instance.

I. Broker. The Parties do hereby certify, represent and warrant, each to the other, they have not engaged, enlisted, employed or otherwise made use of any real estate broker or salesperson in connection with this transaction, and hold the other harmless from any and all fees, costs and/or charges stemming from a broker purporting to represent either Party.

ARTICLE 4: PUBLIC IMPROVEMENTS FOR THE DISTRICT.

Section 4.1. Stadium Drive. The City shall cause Stadium Drive to be designed, engineered and constructed as part of the Project pursuant to the Cost Share Agreement. The Parties acknowledge that MoDOT will undertake this design, engineering and construction of Stadium Drive as part of MoDOT's work on the Project. The Parties agree to coordinate with MoDOT as needed so that the design, elevation, and location of Stadium Drive is compatible with the drive aisles and parking configurations on the Lee's Summit High School campus property.

Section 4.2. Right Turn Lane for Stadium Drive. The City shall cause the design, engineering, and construction of the west-bound right turn lane on Blue Parkway at Stadium Drive as part of the Project pursuant to the Cost Share Agreement. The approximate location of the right turn lane is shown on **Exhibit A**.

Section 4.3. Retaining Wall. The City shall cause the design, engineering, and construction of a retaining wall along the northern boundary of the North Remnant Parcel as part of the Project pursuant to the Cooperative Agreement. The Parties acknowledge that MoDOT will undertake this design, engineering, and construction of the retaining wall as part of MoDOT's work on the Project. The Parties agree to coordinate with MoDOT as needed so that the design of the retaining wall is compatible with the improvements immediately adjacent on the Lee's Summit High School campus property. The approximate location of the retaining wall is shown on **Exhibit A**.

ARTICLE 5: INDEMNIFICATION

Section 5.1. Indemnification by City. To the extent allowed by Missouri law, the City covenants to and shall defend, indemnify and hold the District harmless from and against any

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liability, injury, loss, action, suit, proceeding, investigation, fine, fee, lien, damage, claim, cost, attorney(s) fee, or expenses incurred, arising from damage or injury to persons or property occurring or allegedly occurring as a result of any act and/or omission by City relating to this Agreement, the Project, the Downtown Lot, the North Remnant Parcel, and the LSHS Parcel.

Section 5.2. Additional Insured. The City, at its expense, shall cause the District to be an additional insured on any insurance policy ensuring the City for any acts and/or omissions in relation to or arising out of Section 5.1 herein. Furthermore, to the extent possible, the City shall negotiate with MoDOT and/or MHTC pertaining to including the District as an additional insured on any insurance policy ensuring MoDOT and/or MHTC for any acts and/or omissions in relation to or arising out of Section 5.1 herein.

Section 5.3. Survival. The rights and obligations as stated in Article 5 shall survive the completion of the Project, Closing on Downtown Lot, North Remnant Parcel, and LSHS Parcel.

ARTICLE 6: GENERAL PROVISIONS

Section 6.1. Termination. The Parties acknowledge that the covenants in this Agreement are necessary to allow for the Project to be successfully completed, and they agree that this Agreement cannot be terminated by either Party after the Cost Share Agreement is executed.

Section 6.2. Default and Remedies. 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, as applicable, has given written notice to such Party specifying such failure. Upon an Event of Default, a Party may take appropriate legally available enforcement actions.

Section 6.3. Notices. All notices required pursuant to this Agreement shall be sent as follows:

To the City:

City Manager
City Hall
220 SE Green Street
Lee's Summit, MO 64063

To the District:

Superintendent
Lee's Summit School District
301 NE Tudor Road
Lee's Summit, MO 64086

With a copy to:

City Attorney
City Hall
220 SE Green Street
Lee's Summit, MO 64063

With a copy to:

Chinnery, Evans & Nail, P.C.
c/o Casey Crawford
800 NE Vanderbilt Lane
Lee's Summit, Missouri 64064

Section 6.4. Rights and Remedies Cumulative. The rights and remedies maintained by any Party under this Agreement and those provided by law shall be construed as cumulative

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and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. Any Party shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding availability of an adequate remedy at law, and any Party hereby waives the right to raise such defense in any proceeding in equity.

Section 6.5. Waiver of Breach. No waiver of any breach of any covenant or agreement contained in this Agreement shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of an Event of Default, a non-defaulting Party may nevertheless accept from the defaulting Party, any payment or payments without in any way waiving the non-defaulting Party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults in existence at the time when such payment or payments were accepted by the non-defaulting Party.

Section 6.6. 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 until all of the obligations set forth herein have been fulfilled by the Parties, after which they may mutually agree in writing that the Agreement is deemed to be completed and terminated.

Section 6.7. Force Majeure. Notwithstanding anything to the contrary contained herein, neither Party shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage of supply, pandemic, adverse market conditions, governmental shutdown or closure, breakdowns or malfunctions, interruptions or malfunction of computer facilities, labor difficulties or civil unrest. Notwithstanding the foregoing, in the event of such an occurrence, each Party agrees to make a good faith effort to perform its obligations hereunder.

Section 6.8. Modification. The terms, conditions, and provisions of this Agreement can be neither modified nor eliminated except in writing and by mutual agreement among the Parties. Any modification to this Agreement as approved shall be attached hereto and incorporated herein by reference.

Section 6.9. Jointly Drafted. The Parties agree that this Agreement has been jointly drafted and shall not be construed more strongly against another Party.

Section 6.10. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 6.11. 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

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portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

Section 6.12. 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.

Section 6.13. City Approvals. Unless specifically provided to the contrary herein, all approvals of the City hereunder may be given by the City Manager or his or her designee without the necessity of any action by the City Council. The City Manager may seek the input from the City Council before granting any approval.

Section 6.14. District Approvals. Unless specifically provided to the contrary herein, all approvals of the District hereunder may be given by the Superintendent of the District or his or her designee, unless required to be done by and through any action of the Board of Education. The Superintendent may seek the input from the Board of Education before granting any approval.

Section 6.15. Electronic Transaction. The transactions described herein may be conducted and related documents may be received, delivered or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 6.16. Entire Agreement. This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof.

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

CITY OF LEE'S SUMMIT, MISSOURI

[Seal]

By: _____
William Baird, Mayor

ATTEST:

Trisha Arcuri, City Clerk

APPROVED AS TO FORM:

David Bushek,
Chief Counsel of Economic Development and Planning

STATE OF MISSOURI)
) **SS.**
COUNTY OF JACKSON)

On this ____ day of _____, 2022 before me appeared, Mayor William Baird, who being, by me duly sworn, did say that he is the Mayor of the **CITY OF LEE'S SUMMIT, MISSOURI**, a charter city and political subdivision of the State of Missouri, and did say that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City, by authority of its City Council, and said Mayor acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public
(SEAL)

My commission expires: _____

**REORGANIZED SCHOOL DISTRICT
NO. 7 OF JACKSON COUNTY,
MISSOURI**

By: _____
Name: _____
Title: _____
Date: _____

[Seal]

ATTEST:

District Secretary

APPROVED AS TO FORM:

Casey G. Crawford
Counsel for the District

Notary for School District

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

BE IT REMEMBERED, that on this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the _____, who is personally known to me to be the same person who executed the within instrument on behalf of the School District, and such person duly acknowledged the execution of the same to be the act and deed of the School District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

NOTARY PUBLIC

My Commission Expires:

Exhibit A

