

COOPERATIVE AGREEMENT

**BETWEEN THE CITY OF KANSAS CITY, MISSOURI
and
JACKSON COUNTY, MISSOURI**

REGARDING REINVESTMENT FUND MARKET VALUE ANALYSIS

THIS AGREEMENT is entered into and executed by and between **THE CITY OF KANSAS CITY, MISSOURI**, a municipal corporation (the "City") and **JACKSON COUNTY, MISSOURI**, ("Jackson County," and together with City, the "Parties").

WHEREAS, Section 103 of the City's Charter grants the City the power to cooperate with other governmental bodies for the purpose of promoting any of the powers of the City; and,

WHEREAS, in 2016, the City contracted with Reinvestment Fund, a community development financial institution, to conduct a market value analysis of Kansas City, Missouri, that used local data sources and worked with a committee of local public, private, and philanthropic stakeholders to create a model assessing residential market value on a block by block basis (the "2016 Analysis"); and,

WHEREAS, the Parties desire to have Reinvestment Fund conduct another market value analysis of Kansas City, Missouri, and the areas of Jackson County, Missouri, not within City boundaries (the "MVA") as outlined in the scope of work attached hereto as Exhibit A ("Scope of Work"); and

WHEREAS, the Parties desire to select local public, private, and philanthropic stakeholders to serve on a steering committee throughout the MVA process (the "Steering Committee") and be tasked with assisting Reinvestment Fund in development of the MVA; and

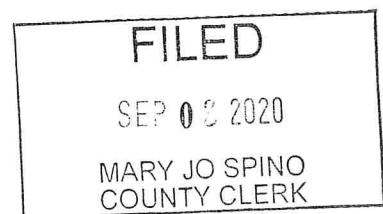
WHEREAS, the Parties desire to share the costs and the underlying data and results of the MVA; and

WHEREAS, the City will enter into a contract with Reinvestment Fund to conduct the MVA (the "Contract"); and

WHEREAS, the Parties believe it is in the public interest and the common good of the general public that they enter into an inter-governmental cooperative agreement;

THEREFORE, IT IS MUTUALLY AGREED, as follows.

- 1 PURPOSE OF MVA. The Parties shall cooperate in the development of the MVA which will, among other things, assess market differences across



neighborhoods, factors impacting the residential housing market, and intersection points of different markets. The MVA will also support comparative analyses between current conditions and those observed in the 2016 Analysis across key indicators including sales price, foreclosures, and other measures identified in consultation the Steering Committee. The Parties and Steering Committee will also work with Reinvestment Fund to identify up to six additional layers to be produced and laid over the MVA results.

2. STEERING COMMITTEE. The Parties shall cooperate in selecting members of the Steering Committee who will, among other things, provide insights into validity of data, processes, and analyses, accompany Reinvestment Fund on physical investigations of study areas to confirm data reflects observed conditions, identify key market indicators, identify up to six additional data layers to be produced and laid over MVA results, provide input as to whether the final MVA accurately depicts market conditions, and consider final MVA methodology, analysis, and potential public intervention strategies.
3. DUTIES.
 - a. The Parties shall cooperate and endeavor to effectuate the work plan contained in the Scope of Work ("Work Plan") and attend all meetings, conference calls, and field investigations, and provide information and input necessary to effectuate the Work Plan.
 - b. The Parties shall cooperate to effectuate the Work Plan and MVA by, among other things, providing Reinvestment Fund all required data including parcel and block group data, reviewing the MVA process and defining geographies, reviewing draft variables, processes, and datasets in the model, accompanying Reinvestment Fund on physical investigations to determine MVA conformity with environmental and market realities, discussing the framework for the MVA as it relates to public intervention and investment strategies, reaching consensus on data overlays, reviewing and discussing any revisions based on field verifications, reviewing maps, PowerPoint presentation and other materials displaying the MVA, reviewing MVA results to confirm accurate depiction of market conditions, discussing markets with significant changes over time and evaluating changes since 2016 Analysis, and reviewing and discussing MVA methodology, analysis, and considerations for public intervention strategy.
4. DELIVERABLES. The Parties shall share any deliverables pursuant to the Contract including all findings from the MVA, additional analyses from Steering Committee meetings, and underlying data and results so such can be installed and used in local data systems (the "Deliverables"). More specifically and as outlined in the Scope of Work, the Deliverables shall also include a database in .dbf and .shp file formats that includes all information obtained from the Parties and all other sources used to create the MVA and its context layers, and any

modifications to the same, technical assistance to convey the methodology and structure of the final database for integration into local data managements, and a PowerPoint presentation detailing MVA processes and findings related to characteristics of each market type, areas that have experienced significant market changes along key measures, and additional data overlays.

5 COSTS.

- a. Pursuant to the Contract, the total amount to be paid to Reinvestment Fund for the MVA is \$105,712.00 ("Total Costs").
- b. Jackson County shall be responsible for sixty percent (60%) of Total Costs, or \$63,427.20. The City shall be responsible for forty percent (40%) of Total Costs, or \$42,284.80. The Parties shall pay each of their respective shares of the Total Costs to Reinvestment Fund on or around the same mutually agreed upon date.

6. IMMUNITY & PUBLIC DUTY DOCTRINE. No provision of this Agreement is intended to, or does, negate or waive official immunity, sovereign immunity or application of the public duty doctrine if the agents, officials, officers, employees, elected or appointed officials, or other representatives of either party are subject to civil litigation arising out of their actions as set forth in this Agreement. This Agreement is entered into for the public interest and the common good of the general public and is for a strictly governmental purpose.

7. THIRD PARTIES. This Agreement creates no third-party beneficiary rights in any other person or entity.

8. MODIFICATION. Any amendment or modification of this Agreement shall require the written approval of both Parties.

9. TERM. This Agreement shall begin when executed by the Parties and shall terminate when the Contract has terminated.

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

11. REPRESENTATIONS AND WARRANTIES. The City and Jackson County each has the power and authority to execute and deliver this Agreement, to use the funds as contemplated hereby and to perform this Agreement in accordance with its terms.


R. 20452

REVENUE CERTIFICATE

There is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$63,428.00 which is hereby authorized.

Date

7-28-2020


Director of Finance and Purchasing
Account No. 045-1902-58070