

**COOPERATIVE AGREEMENT  
FOR ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE**

This Cooperative Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the City of Kansas City, Missouri, a constitutionally chartered municipal corporation (hereinafter the "City"); and Blue Springs, Missouri; Independence, Missouri; Johnson County, Kansas; Unified Government of Kansas City, Kansas; Lee's Summit, Missouri; Leavenworth, Kansas; Overland Park, Kansas; and Shawnee, Kansas, (hereinafter the "Consortium").

WITNESSETH:

WHEREAS, the City of Kansas City, Missouri, and the members of the Consortium together distributed a Request for Proposals for an Analysis of Impediments to Fair Housing Choice to various entities; and

WHEREAS, BBC Research and Consulting submitted to the Consortium its Proposal; and

WHEREAS, the Consortium has selected BBC Research and Consulting to perform the desired analysis of impediments; and

WHEREAS, the Consortium has decided that the City alone will contract with BBC Research and Consulting to perform this analysis of impediments on behalf of the Consortium; and

WHEREAS, the total cost of the contract with BBC Research and Consulting to perform this analysis of impediments on behalf of the Consortium shall not exceed \$77,000.00.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, it is hereby agreed by the parties hereto as follows:

Section 1. That the City, for itself and on behalf of the Consortium will contract with BBC Research and Consulting to perform an analysis of impediments to fair housing choice for the Consortium. The Agreement between the City and BBC Research and Consulting will be in a form substantially as that attached hereto as Exhibit A and incorporated by reference. The City will not alter or amend its Agreement with BBC Research and Consulting without the prior written approval of the Consortium.

Section 2. The Consortium members will each reimburse the City for a set portion of the costs of the analysis of impediments, but Blue Springs, MO's liability under this Agreement will not exceed 4% of the contract, Independence, MO's liability will not exceed 8% of the contract, Johnson County, KS's liability will not exceed 21% of the contract, the Unified Government of Kansas City KS's liability will not exceed 10% of the contract, Lee's Summit, MO's liability will not exceed 6% of the contract, Leavenworth, KS's liability will not exceed 2% of the

contract, Overland Park, KS's liability will not exceed 12% of the contract, and Shawnee, KS's liability will not exceed 4% of the contract.

Section 3. The City agrees that its contract with BBC Research and Consulting is being performed for the benefit of all entities of the Consortium. The City agrees to consult with the Consortium members before making decisions that affect the performance of its agreement with BBC Research and Consulting.

Section 4. Each party hereto agrees to provide to BBC Research and Consulting all reasonably available information and records in its possession pertinent to BBC's analysis, upon request by BBC. Each party agrees to designate a person to act as its representative with respect to any requests for information or records.

Section 5. The parties hereto agree that the documents and reports produced by BBC Research and Consulting in the analysis of impediments will be provided to each party and will be owned jointly by the parties.

Section 6. This Agreement may be modified or amended at any time upon written consent of the parties hereto.

Section 7. This Agreement contains the entire agreement between the parties, and no modification of this Agreement shall be binding upon the parties unless evidenced by an agreement in writing signed by the parties.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed on behalf of such party by an authorized representative as of the date first set forth above.

APPROVED AS TO FORM:

CITY OF BLUE SPRINGS. MO

\_\_\_\_\_  
City of Blue Springs, MO Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

CITY OF INDEPENDENCE

\_\_\_\_\_  
City of Independence, MO Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

JOHNSON COUNTY, KS

\_\_\_\_\_  
Johnson County, KS Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

UNIFIED GOVERNMENT OF KANSAS CITY, KS

\_\_\_\_\_  
Unified Government of Kansas City, KS Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

CITY OF LEE'S SUMMIT, MO

\_\_\_\_\_  
Lee's Summit, MO Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

CITY OF LEAVENWORTH

\_\_\_\_\_  
Leavenworth, KS Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

CITY OF OVERLAND PARK

\_\_\_\_\_  
Overland Park, KS Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

CITY OF SHAWNEE

\_\_\_\_\_  
Shawnee, KS Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

CITY OF KANSAS CITY

\_\_\_\_\_  
Kansas City, MO Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and 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 hereby incurred.

\_\_\_\_\_  
Director of Finance  
City of Kansas City, MO