

**FIRST AMENDED COOPERATIVE AGREEMENT
CITY PLANNING AND DEVELOPMENT DEPARTMENT
ECONOMIC DEVELOPMENT CORPORATION
LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY
PORT AUTHORITY OF KANSAS CITY
TAX INCREMENT FINANCING COMMISSION OF KANSAS CITY
DOWNTOWN ECONOMIC STIMULUS AUTHORITY**

May 1, 2008 to April 30,

Contract No. 08

THIS FIRST AMENDED AGREEMENT, made and entered into this 30th day of June, 2008 by and among **KANSAS CITY, MISSOURI**, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as "**CITY**" through its City Development Department, the **ECONOMIC DEVELOPMENT CORPORATION OF KANSAS CITY, MISSOURI**, a Missouri not-for-profit corporation, hereinafter referred to as "**EDC**" or "**CONTRACTOR**", the **LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI**, hereinafter sometimes referred to as "**LCRA**", the **PORT AUTHORITY OF KANSAS CITY, MISSOURI**, hereinafter referred to as "**PORT AUTHORITY**", the **TAX INCREMENT FINANCING COMMISSION OF KANSAS CITY, MISSOURI**, hereinafter sometimes referred to as "**TIFC**" and the **DOWNTOWN ECONOMIC STIMULUS AUTHORITY OF KANSAS CITY, MISSOURI**, hereinafter referred to as "**DESA**" (LCRA, Port Authority, TIFC and DESA) are sometimes collectively referred to as "**STATUTORY AGENCIES**").

In consideration of the payments and mutual agreements contained in this contract, City and EDC agree as follows:

WHEREAS, the City and EDC entered into a Cooperative Agreement on May 1, 2008, (hereinafter referred to as "Agreement"), for which EDC agreed to assist in marketing, attraction, retention and expansion of existing business, and to attract and market new business to Kansas City, Missouri with an emphasis on the central city area; and

WHEREAS, the parties do mutually desire to amend said Agreement for the purpose of amending certain Sections and Exhibit "A", Budget, of the Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter expressed, the parties mutually agree as follows:

1. All paragraphs, terms and conditions set forth in the Agreement not inconsistent with this First Amended Cooperative Agreement and not otherwise amended herein, shall remain in full force and effect.

3. That Section 6, TOTAL OBLIGATION UNDER AGREEMENT, is hereby repealed and a new Section 6, TOTAL OBLIGATION UNDER AGREEMENT, is hereby adopted to read as follows:

6. TOTAL OBLIGATION UNDER AGREEMENT

The total obligation which may accrue to the City under this Contract is \$845,000.00. The execution and implementation of this Contract shall not create a general charge upon the general revenues of the City, as envisioned by Section 82 of the Charter of Kansas City, Missouri. No financial obligation shall accrue against the City unless such order bears the written statement of the Director of Finance of the City of Kansas City, Missouri that there is a balance, otherwise unencumbered, to the credit of the City of Kansas City, Missouri under the above-described line of credit and a cash balance sufficient to meet the obligation hereby incurred, from which payment is to be made.

4. That Exhibit "A," Budget, is hereby repealed and a new Exhibit "A," Budget, is hereby adopted to read as follows:

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives the day and year first above written.

ATTEST:

CITY OF KANSAS CITY, MISSOURI
CITY DEVELOPMENT DEPARTMENT
A Constitutionally Chartered Municipal Corporation
of the State of Missouri

By: _____
City Clerk

By: _____
Thomas Coyle, Director, City Development
Department

APPROVED:

APPROVED AS TO FORM & LEGALITY:

By: _____
City Manager

By: _____
Assistant City Attorney

State of Missouri)
)ss
County of Jackson)

BE IT REMEMBERED, that on this ____ day of _____, 2008, before me, the undersigned, a notary public in and for the county and state aforesaid, came **THOMAS COYLE, Director, City Development Department**, of Kansas City, Missouri, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri, and, **MILLIE CROSSLAND, City Clerk**, of Kansas City, Missouri, who are personally known to me to be the same persons who executed, as officials, the within instrument on behalf of said municipal corporation, and such persons duly acknowledge the execution of the same to be the act and deed of said municipal corporation.

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: _____

ATTEST:

**LAND CLEARANCE FOR
REDEVELOPMENT AUTHORITY OF
KANSAS CITY, MISSOURI**

By: _____
Secretary to the Board
(AFFIX CORPORATE SEAL)

By: _____
Michael Duffy, Chairman of the Board

APPROVED:

By: _____
Joseph Egan, Executive Director

State of Missouri)
)ss
County of Jackson)

BE IT REMEMBERED, that on the ____ day of _____, 2008, before me, the undersigned notary public in and for the county and state aforesaid, came **MICHAEL DUFFY** to me personally known, who being by me duly sworn did say that he is the **CHAIRMAN of Land Clearance For Redevelopment Authority of Kansas City, Missouri**, a public body corporate and politic, and that the seal affixed to the foregoing instrument is the seal of said Authority and that said instrument was signed and sealed on behalf of said Authority by authority of its Board of Commissioners and said **MICHAEL DUFFY** acknowledged said instrument to be the free act and deed of said Authority.

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: _____

ATTEST:

**TAX INCREMENT FINANCING
COMMISSION OF KANSAS CITY,
MISSOURI**

By: _____
Secretary to the Board
(AFFIX CORPORATE SEAL)

By: _____
Ronald Yaffe, Chairman of the Board

APPROVED:

By: _____
Executive Director

State of Missouri)
)ss
County of Jackson)

BE IT REMEMBERED, that on the ____ day of _____, 2008, before me, the undersigned notary public in and for the county and state aforesaid, came **RONALD YAFFE** to me personally known, who being by me duly sworn did say that he is the **CHAIRMAN** of **Tax Increment Financing Commission of Kansas City, Missouri**, a commission of the City of Kansas City, Missouri, and that the seal affixed to the foregoing instrument is the seal of said Commission and that said instrument was signed and sealed on behalf of said Commission by authority of its Board of Commissioners and said **RONALD YAFFE** acknowledged said instrument to be the free act and deed of said Commission.

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: _____

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, sufficient to meet the obligation hereby incurred and a cash balance sufficient to meet the obligation hereby incurred from which payment is to be made.

By: _____
Director of Finance