

FUNDING AGREEMENT

This Funding Agreement (the "Agreement") is made and entered into on this ____ day of _____, 201__ (the "Effective Date") by and between the City of St. Joseph, Missouri (the "City") and the St. Joseph Community Alliance (the "Community Alliance"), hereinafter, jointly, the "Parties."

RECITALS

WHEREAS, the Community Alliance is a partnership of area leaders working to promote a vision for the future of St. Joseph; and

WHEREAS, the Community Alliance desires to hire a consultant to conduct a feasibility study on the potential development of a health/sports destination in St. Joseph at a cost of approximately \$65,000.00; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Community Alliance hereby agree as follows:

A. Contribution. The City hereby agrees to contribute an amount not to exceed Twenty Thousand Dollars (\$20,000.00) to the Community Alliance for the funding of a feasibility study in accordance with the terms set forth in the attached proposal ("Contribution"). In the event the Community Alliance does not pursue the study on or before June 30, 2023, the City shall have no financial obligation as a result of execution of this Agreement and the Community Alliance shall return any amount paid pursuant to this Agreement. Within thirty (30) days of execution of this Agreement, the Community Alliance shall submit an invoice to the City at the address identified below for the amount payable pursuant to this Agreement. The City will, no later than April 14, 2023, remit to the Community Alliance the amount identified herein by check and forward to the address as identified below.

B. Use of Contribution. The Community Alliance shall use the Contribution submitted by the City pursuant to this Agreement solely for the purpose stated herein.

C. Indemnification. To the extent allowed by law, the Community Alliance and its successors and assigns promise to defend, hold harmless, and indemnify the City from and against any and all claims, whether legal or equitable, damages, causes of action, costs, attorneys' fees, expenses, and liabilities by or on behalf of any person or entity, including governmental bodies, directly resulting from participating in funding of Plan. In the event that any action or proceeding is brought against the City by reason of such a claim that the Community Alliance is responsible for, the Community Alliance covenants to resist and defend such actions or proceedings.

D. Miscellaneous.

1. Applicable Legal Requirements. In no event shall this Agreement be deemed a waiver of any legal or code requirement otherwise applicable to the work for which funding is provided pursuant to this Agreement.

2. Changes. No changes in this Agreement shall be made except in writing executed by all Parties.

3. Governing/Choice of Law and Venue. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Missouri, without regard to its principles of conflict of laws. Each party irrevocably agrees that any legal action, suit, or proceeding arising out of or in connection with this Agreement, or other agreement between the Parties, or disputes relating thereto, shall be brought in a court of competent jurisdiction located in Missouri and within 75 miles of the City's address, below, with respect to any such action, suit, or proceeding.

4. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

5. Notices. All notices required or permitted by this Agreement shall be deemed given when either (i) delivered to the opposite party at the address below, or (ii) deposited in the United States mail, postage prepaid and certified, addressed to the opposite party at the address below:

To the City: City of St. Joseph
Attn: City Manager
1100 Frederick Avenue, Room 305
St. Joseph, Missouri 64501

*To the St. Joseph
Community Alliance:* St. Joseph Community Alliance
Attn: Tama Wagner
3003 Frederick
St. Joseph, Missouri 64506

6. Severance. The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other provision of this Agreement.

7. Entire Agreement. The Parties to this Agreement declare that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted. This Agreement contains the entire agreement between the Parties hereto and the terms of this Agreement are contractual and not a mere recital.

IN WITNESS WHEREOF, the Community Alliance and the City have caused this Agreement to be executed pursuant to due and legal action authorizing same to be done, on the date first above written.

ST. JOSEPH COMMUNITY ALLIANCE
("COMMUNITY ALLIANCE")

CITY OF ST. JOSEPH, MISSOURI ("CITY")

By: *Juma Wang*

By: _____
Bryan Carter, City Manager

Its: DIRECTOR

ATTEST:

ATTEST:

Secretary

Paula Heyde, City Clerk

APPROVED AS TO FORM:

City Attorney