

ORDINANCE APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF CHESTERFIELD, THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT D/B/A METRO AND THE CHESTERFIELD VALLEY TRANSPORTATION DEVELOPMENT DISTRICT FOR THE INSTALLATION OF BUS STOP SHELTERS IN THE CITY OF CHESTERFIELD

WHEREAS, on November 28, 2005, the Circuit Court of St. Louis County entered a Declaratory Judgment and Order Organizing a Transportation Development District and Approving a Funding Method which established the Chesterfield Valley Transportation Development District as a political subdivision pursuant to state law; and

WHEREAS, the TDD Sales Tax was approved by the voters of the District; and

WHEREAS, on October 1, 2006 the City, St. Louis County, Missouri and the District entered into an Intergovernmental Cooperation Agreement, dated October 1, 2006 to provide for the collection of the TDD Sales Tax, to cause certain expenses to be paid by the District and delegate certain responsibilities among the governmental entities; and

WHEREAS, on April 12, 2013 the District established a plan of finance to provide for the funding of the remaining TDD projects, including a study addressing the mass transit needs of Chesterfield Valley and the implementation of the recommendations of the study; and

WHEREAS, the District, the City and Metro have developed an agreement, that if approved, will allow the District to pay the construction costs and maintenance costs for certain bus shelters within the City to satisfy the mass transit project requirements of the City and the District; and

WHEREAS, the City's obligation to coordinate and implement the mass transit project will be transferred to Metro since Metro has responsibility for mass transit within the St. Louis Metropolitan area; and

WHEREAS, the City, the District and Metro desire to enter into an Intergovernmental Cooperation Agreement in substantially the form of Exhibit A.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY MISSOURI, AS FOLLOWS:

Section 1. The City Council of the City of Chesterfield hereby authorizes the Mayor to enter into an Intergovernmental Cooperation Agreement for the funding and

installation of bus stop shelters within the City, in accordance with the Agreement marked "Exhibit A" attached hereto.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 16th day of JUNE, 2014.

Bob Nation
MAYOR

ATTEST:

Vickie Hass
CITY CLERK

FIRST READING HELD: 6/2/14

INTERGOVERNMENTAL COOPERATION AGREEMENT

among

THE CITY OF CHESTERFIELD, MISSOURI,

and

**THE BI-STATE DEVELOPMENT AGENCY OF THE
MISSOURI-ILLINOIS METROPOLITAN DISTRICT,**

and

**THE CHESTERFIELD VALLEY
TRANSPORTATION DEVELOPMENT DISTRICT**

Dated as of

_____, 2014

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Exhibits

| | |
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| Exhibit A | Description of Mass Transit Project |
| Exhibit B | Form of Notice of Completion |
| Exhibit C | Form of Certificate of Reimbursable Project Costs |

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (this "**Agreement**") is made and entered as of _____, 2014 among the **CITY OF CHESTERFIELD**, a political subdivision of the State of Missouri (the "**City**"), **THE BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS METROPOLITAN DISTRICT D/B/A METRO**, an interstate compact agency ("**Metro**"), and the **CHESTERFIELD VALLEY TRANSPORTATION DEVELOPMENT DISTRICT**, a political subdivision of the State of Missouri (the "**District**").

RECITALS:

A. On November 28, 2005, the Circuit Court of St. Louis County, Missouri, 21st Judicial District, entered a Declaratory Judgment and Order Organizing a Transportation Development District and Approving a Funding Method (the "**Order**"), which established the Chesterfield Valley Transportation Development District (the "**District**") as a political subdivision pursuant to and in accordance with the Missouri Transportation Development District Act, Sections 238.200 to 238.275 of the Revised Statutes of Missouri, as amended (the "**Act**").

B. On February 24, 2006, pursuant to Section 238.235 of the Act, the District adopted Resolution No. 06-001 to impose a transportation development district sales tax (the "**TDD Sales Tax**") at a rate of three-eighths of one percent (3/8%) for a period of up to 25 years from the date on which such TDD Sales Tax is first imposed for the purpose of funding the costs of the Transportation Project.

C. The TDD Sales Tax was approved by the qualified voters of the District at an election held in accordance with Section 238.216 of the Act and became effective March 1, 2006.

D. On October 1, 2006, the City, St. Louis County, Missouri, and the District entered into an Intergovernmental Cooperation Agreement dated as of October 1, 2006 (the "**Cooperation Agreement**"), pursuant to which, among other things, the District agreed to collect the TDD Sales Tax and to cause certain net revenues of the TDD Sales Tax to be used to pay certain administrative expenses of the District and debt service on TDD Obligations (as defined in the Cooperation Agreement) issued to finance the Transportation Project (as defined in the Cooperation Agreement).

E. On November 7, 2006, the District issued its \$22,455,000 Transportation Sales Tax Revenue Bonds, Series 2006 (the "**Series 2006 Bonds**") pursuant to a Trust Indenture dated as of October 1, 2006 (the "**Indenture**") between the District and BOKF, N.A., as Successor Trustee to Wells Fargo Bank, N.A. (the "**Trustee**"). The Series 2006 Bonds were issued to finance a portion of the costs of the Transportation Project, to fund a debt service reserve and to pay costs related to the issuance of the Series 2006 Bonds.

F. On April 12, 2013, the District adopted Resolution No. 13-002 on April 12, 2013, to establish a plan of finance (the "**Plan of Finance**") to provide for the funding of the remainder of the Transportation Project, including without limitation that portion of the Transportation Project calling for a study addressing the mass transit needs of the Chesterfield Valley and for the implementation of the recommendations of such study (the "**Mass Transit Project**").

G. Pursuant to the Cooperation Agreement, the City is responsible for incurring all Transportation Project Costs (as defined in the Cooperation Agreement) associated with the Mass Transit Project.

H. Since Metro is required to approve the Mass Transit Project and will assume ownership and control of the Mass Transit Project upon its completion, the District and the City have determined that it is necessary to enter into a mutually satisfactory agreement with Metro regarding development and future maintenance of the Mass Transit Project in accordance with Section 238.225.3 of the Act and regarding transfer of ownership and control of the Mass Transit Project in accordance with Section 238.275.1 of the Act.

I. Metro intends to undertake the Mass Transit Project and related activities as described in Exhibit A, attached hereto and incorporated herein by reference.

J. Pursuant to Section 238.250 of the Act, the City and Metro, in their capacities as local transportation authorities, and the District are authorized to enter into contracts regarding the funding, promotion, planning, design, construction, improvement, maintenance, or operation of the Mass Transit Project.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

Section 1.1 Definitions of Words and Terms. The words and terms as used herein shall have the following meanings:

“**Act**” means the Missouri Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri, as amended.

“**Additional Bonds**” shall have the meaning ascribed to such term in the Indenture.

“**Agreement**” means this Intergovernmental Cooperation Agreement, as from time to time may be amended in accordance with the terms hereof.

“**Bonds**” means, collectively, the Series 2006 Bonds and any Additional Bonds.

“**City**” means the City of Chesterfield, Missouri, a third class city and political subdivision of the State of Missouri, and a local transportation authority within the meaning of Section 238.202.1(4) of the Act.

“**Construction Plans**” means the studies, plans, drawings, specifications and related documents, and construction schedules for the construction of the Mass Transit Project, together with all supplements, amendments or corrections, developed by Metro in accordance with this Agreement.

“**Cooperation Agreement**” means the Intergovernmental Cooperation Agreement dated as of October 1, 2006, among the City, St. Louis County, Missouri, and the District, as such agreement may be amended from time to time.

“**District**” means the Chesterfield Blue Valley Transportation Development District, a transportation development district and political subdivision of the State of Missouri established by the Order.

"Indenture" means the Trust Indenture dated as of October 1, 2006 between the District and the Trustee relating to the Series 2006 Bonds, as may be amended or supplemented from time to time.

"Mass Transit Project" means that portion of the Transportation Project calling for a study addressing the mass transit needs of the Chesterfield Valley and for the implementation of the recommendations of such study.

"Metro" means the Bi-State Development Agency of the Missouri-Illinois District d/b/a Metro, an interstate compact agency and a local transportation authority within the meaning of Section 238.202.1(4) of the Act.

"Notice of Completion" means a document in substantially the form of **Exhibit B**, attached hereto and incorporated herein by reference, provided by Metro to the District and the City in accordance with this Agreement and evidencing Metro's completion of the Mass Transit Project in accordance with this Agreement.

"Order" means the Declaratory Judgment, Decree and Order Organizing a Transportation Development District and Approving a Funding Method entered by the Circuit Court of St. Louis County, Missouri, on November 28, 2005.

"Plan of Finance" means the plan of finance provided for in Resolution 13-002 of the District adopted April 12, 2013, as such resolution may be amended from time to time.

"Reimbursable Transportation Project Costs" means those Transportation Project Costs which have been incurred or paid by Metro in accordance with this Agreement and for which Metro is entitled to reimbursement out of the proceeds of the Bonds, as provided for in this Agreement.

"Series 2006 Bonds" means the District's \$22,455,000 Transportation Sales Tax Revenue Bonds, Series 2006.

"TDD Obligations" shall have the meaning ascribed to such term in the Cooperation Agreement.

"TDD Sales Tax" means the transportation development district sales tax authorized by Section 238.235 of the Act and imposed by the District at a rate of three-eighths of one percent (3/8%), which TDD Sales Tax became effective on March 1, 2006, and expires on March 31, 2031.

"Transportation Project" shall have the meaning ascribed to such term in the Cooperation Agreement.

"Transportation Project Costs" means all costs necessary or incidental to plan, acquire, finance, develop, design, construct, maintain, repair and reconstruct the Mass Transit Project, including without limitation: (a) costs of all estimates, studies, surveys, plans, drawings, reports, tests, specifications and other preliminary investigations of architects, appraisers, surveyors and engineers; (b) all professional service costs, including without limitation architectural, engineering, legal, financial, planning, design or special services incurred; (c) costs of acquisition of right-of-way, easements, leases and other interests in real property; (d) costs of demolition of buildings and the clearing and grading of land, site preparation, and erosion and storm water control; and (e) costs of construction, maintenance, repair and reconstruction of any bridge, street, road, highway, access road, interchange, intersection, signing, signalization, parking lot, bus stop, station, garage, terminal, hangar, shelter, rest area, dock, wharf, lake or river port, airport, light rail or other mass transit and any similar or related improvement or infrastructure.

“Trustee” means BOKF, N.A., as Successor Trustee to Wells Fargo Bank, N.A., or such other successor trustee as may be selected by the District for any issuance of TDD Obligations.

Section 1.2 Rules of Interpretation. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and vice versa. Unless the context indicates otherwise, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons. All references herein to designated “Articles”, “Sections” and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed.

Section 1.3 Recitals. All of the above and foregoing Recitals are incorporated into and made a part hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations by the City. The City, acting in its capacity as a “local transportation authority” within the meaning of Section 238.202.1(4) and 238.225.3 of the Act, hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations hereof, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms. To the best of the City’s knowledge and belief, no official or employee of the City has any significant or conflicting interest, financial or otherwise, in the Transportation Project or in the transactions contemplated hereby.

Section 2.2 Representations by Metro. Metro, acting in its capacity as a “local transportation authority” within the meaning of Section 238.202.1(4) and 238.225.3 of the Act, hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations hereof, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of Metro, enforceable in accordance with its terms. To the best of the Metro’s knowledge and belief, no official or employee of the Metro has any significant or conflicting interest, financial or otherwise, in the Transportation Project or in the transactions contemplated hereby.

Section 2.3 Representation by the District. The District hereby represents and warrants that it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations hereof, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary District proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the District, enforceable in accordance with its terms. To the best of the District’s knowledge and belief, no official or employee of the District has any significant or conflicting interest, financial or otherwise, that is prohibited by Sections 105.450 to 105.496 of the Revised Statutes of Missouri, as amended.

ARTICLE III.
ACQUISITION, CONSTRUCTION, MAINTENANCE AND USE
OF THE MASS TRANSIT PROJECT

Section 3.1 Study Addressing Mass Transit Needs. Subject to reimbursement as provided in this Agreement, Metro shall conduct a study addressing the mass transit needs of the Chesterfield Valley, including without limitation the proposed locations and estimated cost of installation of bus shelters within the Chesterfield Valley or any other area of the City in which Metro operates bus service that serves the Chesterfield Valley. Metro shall promptly provide the City Administrator and the District's Executive Director with a copy of its study upon completion, whereupon the City Administrator and the District's Executive Director shall notify Metro that it may proceed with implementation of the Mass Transit Project, subject to reimbursement of all Transportation Project Costs up to the maximum amount provided for in this Agreement.

Section 3.2 Acquisition, Design and Construction of the Mass Transit Project; Schedule. Upon Metro's receipt of a notice to proceed from the City Administrator and the District's Executive Director, Metro shall acquire all property interests necessary to undertake the Mass Transit Project and shall commence the design and construction of the Mass Transit Project. Subject to force majeure as provided in **Section 5.4** of this Agreement, Metro shall complete the Mass Transit Project on or before December 31, 2014. Metro shall develop all Construction Plans for the Mass Transit Project and shall provide for certain activities in-kind, as described in **Exhibit A**, attached hereto and incorporated herein, which activities in-kind shall not be subject to reimbursement by the District or the City. Upon Metro's submission of the Notice of Completion of the Mass Transit Project pursuant to **Section 3.4** of this Agreement and its submission of a Certificate of Reimbursable Transportation Project Costs pursuant to **Section 4.2** of this Agreement, the District shall reimburse Metro for its Reimbursable Transportation Project Costs incurred in connection with the Mass Transit Project up to a maximum amount of One Million Dollars (\$1,000,000) or such greater amount as may be approved by the District's Board of Directors in accordance with **Section 3.3** of this Agreement. The District's funding of the Mass Transit Project shall come solely from the proceeds of the Additional Bonds, and in no circumstances shall Metro be required to contribute any funds for completion of the Mass Transit Project, except to the extent of its activities in-kind.

Section 3.3 Modifications to Mass Transit Project. Metro may make such reasonable changes with respect to the Mass Transit Project, including without limitation modification of the construction schedule, modification of the areas in which the Mass Transit Project is to be performed, expansion or deletion of items, revisions to the locations and configurations of improvements, revisions to the areas and scope of the Mass Transit Project, and any and all such other changes as site conditions or orderly development may dictate; provided, however, that the District shall have no obligation to contribute any additional funding over the maximum amount of Reimbursable Transportation Project Costs provided for in **Section 3.2** of this Agreement. Notwithstanding anything to the contrary in this Section, if, as a result of such changes or other factors that were not reasonably foreseeable, Metro determines that additional Transportation Project Costs in excess of the maximum amount of Reimbursable Transportation Project Costs provided for in **Section 3.2** of this Agreement are required to complete the Mass Transit Project, Metro shall notify the City and the District, whereupon the Board of Directors of the District may, in its sole discretion, provide additional funding for the Mass Transit Project above the maximum amount of Reimbursable Transportation Project Costs provided in **Section 3.2** of this Agreement, provided any such approval of additional Reimbursable Transportation Project Costs by the District's Board of Directors shall be subject to the terms of the Cooperation Agreement and the Indenture. Under no circumstances shall Metro be required to incur any Transportation Project Costs in excess of the maximum amount of Reimbursable Transportation Project Costs provided for in **Section 3.2** of this Agreement unless and until the District's Board of Directors approves an additional amount of

Reimbursable Transportation Project Costs in accordance with this Section. Nothing in this Section shall create any obligation on the part of the City to reimburse Metro for any Transportation Project Costs.

Section 3.3 Progress Reports to the City and the District. Metro shall use reasonable efforts to keep the City and the District reasonably informed as to the progress of the construction and development of the Mass Transit Project.

Section 3.4 Completion of the Mass Transit Project. Upon completion of the Mass Transit Project, Metro shall furnish to the District and the City a Notice of Completion. The Notice of Completion shall be in substantially the form of **Exhibit B**, attached hereto and incorporated herein by reference.

Section 3.5 Regulation of the Mass Transit Project. All laws of the State of Missouri and all ordinances, regulations, and procedures of Metro relating to maintaining, signing, damaging, and obstructing of streets or roadways applicable to Metro shall apply to the Mass Transit Project. The Mass Transit Project shall be treated as improvements of Metro for purposes of the exercise of police powers with respect to such improvements and the District shall have no police powers or authority with respect to such improvements. Notwithstanding the provisions of Section 238.270 of the Act, the parties agree that the Mass Transit Project shall be under the control and jurisdiction of Metro at all times during the existence of the District. Notwithstanding the foregoing, Metro shall be prohibited from displaying any advertisements, public service announcements or marketing communication on or within the Mass Transit Project, except that Metro may display its name and logo and the City's name and logo.

Section 3.6 Maintenance, Repair or Reconstruction of the Mass Transit Project. From and after the date that Metro furnishes its Notice of Completion to the City and the District, Metro shall be responsible for maintenance of the Mass Transit Project in accordance with Metro's general maintenance procedures, subject to reimbursement by the District in accordance with **Section 4.1** of this Agreement. The City, at its sole cost and expense, shall provide trash bins and shall provide for trash removal at all bus shelters included as part of the Mass Transit Project.

ARTICLE IV. MASS TRANSIT PROJECT FINANCING

Section 4.1 Issuance of Additional Bonds; Use of Proceeds. Within one year of the date of execution of this Agreement, the District shall use reasonable efforts to issue Additional Bonds in accordance with the Plan of Finance. Upon issuance of the Additional Bonds, net proceeds of the Additional Bonds in the amount of One Million Dollars (\$1,000,000) or such greater amount as may be approved by the District's Board of Directors in accordance with **Section 3.3** of this Agreement shall be deposited in an account of the project fund held by the Trustee and made available to the District for payment of Metro's Reimbursable Transportation Project Costs related to the Mass Transit Project. Upon Metro's submission of the Notice of Completion of the Mass Transit Project pursuant to **Section 3.4** of this Agreement and its submission of a Certificate of Reimbursable Transportation Project Costs pursuant to **Section 4.2** of this Agreement, the District shall reimburse Metro for its Reimbursable Transportation Project Costs incurred in connection with the Mass Transit Project. The District's funding of the Mass Transit Project shall come solely from the proceeds of the Additional Bonds. To the extent that, upon Metro's submission of the Notice of Completion of the Mass Transit Project in accordance with **Section 3.4** of this Agreement, there are moneys remaining in account of the project fund held by the Trustee and made available to the District for payment of Metro's Reimbursable Transportation Project Costs related to the Mass Transit Project, such moneys shall remain on deposit in such account of the project fund and shall be available to reimburse Metro for its costs related to maintenance, repair or reconstruction of the Mass Transit Project.

Section 4.2 Certificate of Reimbursable Transportation Project Costs; Right to Substitute. From time to time after execution of this Agreement, Metro may provide to the District, as applicable, one or more Certificates of Reimbursable Transportation Project Costs in substantially the form of Exhibit C, attached hereto and incorporated herein by reference. Each Certificate of Reimbursable Transportation Project Costs shall be accompanied by all itemized invoices, receipts or other information to allow the District, as applicable, to confirm that the amounts advanced constitute Reimbursable Transportation Project Costs related to the acquisition, design and construction of the Mass Transit Project or to the maintenance, repair and reconstruction of the Mass Transit Project. If the District, as applicable, reasonably determines that any cost identified on a Certificate of Reimbursable Transportation Project Costs does not constitute a Reimbursable Transportation Project Cost, said District shall so notify Metro in writing within 30 days, identifying the ineligible cost and the basis for determining the cost to be ineligible, whereupon Metro shall have the right to identify and substitute other Transportation Project Costs as Reimbursable Transportation Project Costs with a supplemental application for payment.

Section 4.3 Limited Obligations. All TDD Obligations shall be the exclusive responsibility of the District payable solely out of certain net revenues of the TDD Sales Tax pledged to repayment thereof as provided by the Act. The TDD Obligations shall not constitute a debt or liability or general obligation of the District, the City, Metro, the Missouri Highways and Transportation Commission, the State of Missouri, or any agency or political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction.

ARTICLE V. DEFAULTS AND REMEDIES

Section 5.1 Remedies on Default. Except as otherwise provided in this Agreement, in the event of any default in or breach of any material term or condition of this Agreement by any party or any permitted successor or assign, the defaulting or breaching party shall, upon written notice from any of the other parties, proceed to immediately cure or remedy such default or breach, and shall, in any event within 30 days after receipt of such notice, commence to cure or remedy such default or breach. In case such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied within a reasonable time, the aggrieved party or parties may institute such proceedings as may be necessary or desirable in its or their opinion to cure and remedy such default or breach, including without limitation proceedings to compel specific performance by the defaulting or breaching party.

Section 5.2 Rights and Remedies Cumulative. The rights and remedies reserved by the City, Metro, and the District hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The parties hereto shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions hereof, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 5.3 Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained 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 a breach by party hereto of any covenant, agreement or undertaking by one party, the non-breaching parties may nevertheless accept payments or performance from the breaching party without in any way waiving the non-breaching party's right to exercise any of its rights and remedies as provided herein with respect to any such default or defaults of the breaching party which were in existence at the time when such payment or performance was accepted by the non-breaching party.

Section 5.4 Force Majeure. Neither the City nor Metro nor the District nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the Metro to proceed with construction of the Mass Transit Project or any material portion thereof; shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or wet soil conditions; or other like causes beyond the parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of the District, the Mass Transit Project, the TDD Obligations, this Agreement, or eminent domain actions; provided that the party claiming an event of force majeure promptly notifies the other parties of the commencement of such claimed event of force majeure. **Successors and Assigns.** This Agreement shall be binding and shall inure to the benefit of the parties named herein and their respective successors and assigns. The parties hereto shall not assign any of their rights or obligations under this Agreement without the consent of the other parties, except as otherwise provided herein.

Section 5.6 Notices. Any notice, demand, or other communication required by this Agreement to be given to either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by (a) United States first class mail, postage prepaid; (b) hand delivery; or (c) a nationally recognized overnight delivery service to the following addresses:

To the City: City of Chesterfield, Missouri
690 Chesterfield Parkway West
Chesterfield, Missouri 63017
Attention: City Administrator

With a copy to: Stewart, Mittleman, Heggie, Henry & Albin, LLC
222 South Central Avenue, Suite 501
St. Louis, Missouri 63105
Attention: Robert M. Heggie

To Metro: Bi-State Development Agency of the
Missouri-Illinois Metropolitan District
707 North First Street
St. Louis, Missouri 63102
Attention:

With a copy to: Lashly & Baer, P.C.
714 Locust Street
St. Louis, Missouri 63101
Attention: Lisa Stump

To the District: Chesterfield Valley Transportation Development District
c/o City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, Missouri 63017
Attention: Executive Director

With a copy to: Armstrong Teasdale LLP
 7700 Forsyth Ave, Suite 1800
 St. Louis, Missouri 63105
 Attn: Robert Klahr

The parties may from time to time designate, by notice given hereunder to the other parties, another address to which subsequent notices or other communications shall be sent.

Section 5.7 Immunity of Officers and Employees of the City, Metro and the District. No recourse shall be had for the payment of the principal of or premium or interest on any obligations or for any claim based thereon or upon any representation, obligation, covenant or agreement contained herein against any past, present or future officer, member, employee, director or agent of the City, Metro or the District, or, respectively, of any successor public or private corporation thereto, as such, either directly or through the City, Metro or the District, or respectively, any successor public or private corporation thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, employees, directors or agents as such is hereby expressly waived and released as a condition of and consideration for the execution hereof.

Section 5.8 Entire Agreement. The parties agree that this Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and that no other agreements or representations other than those contained in this Agreement have been made by the parties.

Section 5.9 Amendments. Prior to the issuance of any Additional Bonds, this Agreement may be amended from time to time by the mutual agreement of the parties hereto. After the issuance of Additional Bonds, this Agreement may be amended by the parties with the prior written consent of the Trustee but without notice to or the consent of the owners of the Additional Bonds, for the purpose of curing any ambiguity or formal defect or omission herein or in connection with any other change which, in the judgment of the Trustee, does not materially and adversely affect the security for the owners of the Additional Bonds. No other amendments, changes or modifications hereof shall be made without the giving of notice to and the obtaining of the written approval or consent of the owners of the Additional Bonds and the Trustee.

Section 5.10 Mutual Assistance. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, and the obtaining of grants of access to and easements over public property as may be necessary or appropriate to carry out the terms, provisions and intent hereof and which do not impair the rights of the affected party as such rights exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent; provided that nothing herein shall be construed to obligate the City, acting as a party hereto, to grant municipal permits or other approvals it would not otherwise be obligated to grant, acting as a political subdivision or in its capacity as the local transportation authority, absent this Agreement.

Section 5.11 Mutual Release. Neither the City nor Metro nor the District shall be liable to the other for damages or otherwise in the event that this Agreement is declared invalid or unconstitutional in whole or in part by the final judgment of any court of competent jurisdiction, and by reason thereof either the City, Metro or the District is prevented from performing any of the covenants and agreements herein. All covenants, stipulations, promises, agreements and obligations of the City, Metro and the District shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City, Metro and

the District and not of any of their governing body members, officers, agents, servants or employees in their individual capacities.

Section 5.12 Severability. If any provision hereof is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 5.13 Governing Law and Venue. This Agreement shall be interpreted in accordance with the laws of the State of Missouri and any action for breach or enforcement or interpretation thereof shall be had only in the Circuit Court of St. Louis County, Missouri.

Section 5.14 Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 5.15 Recording. Any party may record this Agreement or a memorandum thereof with the Office of the Recorder of Deeds of St. Louis County, Missouri.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name and has caused its seal to be affixed thereto, and attested as to the date first above written.

CITY OF CHESTERFIELD, MISSOURI

By: _____
Mayor

[SEAL]

ATTEST:

City Clerk

IN WITNESS WHEREOF, Metro has caused this Agreement to be executed in its name and has caused its seal to be affixed thereto, and attested as to the date first above written.

**BI-STATE DEVELOPMENT AGENCY OF THE
MISSOURI-ILLINOIS METROPOLITAN
DISTRICT**

By: _____
David A. Dietzel, Chair of the Board of
Commissioners

[SEAL]

ATTEST:

Kevin Cahill, Secretary of the Board of
Commissioners

IN WITNESS WHEREOF, the Chesterfield Valley Transportation Development District has caused this Agreement to be executed in its name and has caused its seal to be affixed thereto, and attested as to the date first above written.

**CHESTERFIELD VALLEY TRANSPORTATION
DEVELOPMENT DISTRICT**

By: _____
Chair of the Board of Directors

[SEAL]

ATTEST:

Secretary of the Board of Directors

EXHIBIT A

DESCRIPTION OF TRANSPORTATION PROJECT

Metro will provide the following Mass Transit Project activities in-kind:

1. Mass Transit Study
2. Site evaluations for bus shelters
3. Ensure that bus shelters are in compliance with the Americans with Disabilities Act (ADA)
4. Design of bus shelters
5. Bid preparation, identification of appropriate bidders, and construction contract award
6. Construction supervision

Metro will conduct the following activities which shall be Reimbursable Transportation Project Costs:

1. Site preparation and installation of shelters; cost of shelters
2. Construction and maintenance of shelters

The City will provide the following Mass Transit Project maintenance activities:

1. Trash collection and removal from the shelter site

EXHIBIT B

FORM OF NOTICE OF COMPLETION

TO: City of Chesterfield, Missouri
Chesterfield, Missouri

Chesterfield Valley Transportation Development District
Chesterfield, Missouri

RE: Mass Transit Project

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Intergovernmental Cooperation Agreement dated as of _____, 2014 (the "Agreement"), among the City of Chesterfield, Missouri (the "City"), the Bi-State Development Agency of the Missouri-Illinois Metropolitan District ("Metro") and the Chesterfield Valley Transportation Development District (the "District"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. As of _____, _____, the construction of the Mass Transit Project (as that term is defined in the Agreement) has been substantially completed in accordance with the Agreement.

2. The construction of the Mass Transit Project has been performed in a workmanlike manner and substantially in accordance with the Construction Plans (as defined in the Agreement), subject to changes that are permissible under the Agreement and changes that have been approved, if required, under the Agreement.

3. Copies of the final lien waivers received by Metro from its general contractor (and subcontractors, to the extent required) for the Mass Transit Project are set forth as **Appendix A**, attached hereto and incorporated herein by reference.

4. This Notice of Completion is being issued by Metro to the City and the District in accordance with the Agreement to evidence Metro's satisfaction of all material obligations and covenants with respect to the Mass Transit Project.

Metro may record this Notice in the office of the St. Louis County Recorder of Deeds. This Notice is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being. Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this ____ day of _____, 2014.

**BI-STATE DEVELOPMENT AGENCY OF THE
MISSOURI-ILLINOIS METROPOLITAN DISTRICT**

By: _____
[Name], [Title]

APPENDIX A

CERTIFICATE OF SUBSTANTIAL COMPLETION FROM CONTRACTOR

[To be inserted upon substantial completion of Mass Transit Project.]

EXHIBIT C

FORM OF CERTIFICATE OF REIMBURSABLE TRANSPORTATION PROJECT COSTS

Certificate of Reimbursable Transportation Project Costs

TO: Chesterfield Valley Transportation Development District
Chesterfield, Missouri

RE: Mass Transit Project

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Intergovernmental Cooperation Agreement dated as of _____, 2014 (the "Agreement"), among the City of Chesterfield, Missouri (the "City"), the Bi-State Development Agency of the Missouri-Illinois Metropolitan District ("Metro") and the Chesterfield Valley Transportation Development District (the "District"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on Schedule 1 hereto is a Reimbursable Transportation Project Cost and was incurred in connection with the construction of the Mass Transit Project and attached hereto are itemized invoices, receipts or other information evidencing such costs.
2. These Reimbursable Transportation Project Costs have been incurred or paid by the undersigned and are reimbursable under the Agreement.
3. Each item listed on Schedule 1 has not previously been paid or reimbursed from the net proceeds of the Additional Bonds or any other moneys of the District, and no part thereof has been included in any other certificate previously filed with the District.
4. There has not been filed with or served upon Metro any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.
5. All necessary permits and approvals required for the portion of the Mass Transit Project for which this certificate relates have been issued and are in full force and effect.
6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a Reimbursable Transportation Project Cost within the meaning of the Agreement, Metro shall have the right to substitute other eligible Reimbursable Transportation Project Costs for payment hereunder.
8. Metro is not in default or breach of any material term or condition of the Agreement beyond the applicable cure period, if any.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____
day of _____, 20__.

BI-STATE DEVELOPMENT AGENCY OF THE MISSOURI-ILLINOIS DISTRICT

By: _____
[Name], [Title]

Approved for payment this ____ day of _____, 20__.

**CHESTERFIELD VALLEY
TRANSPORTATION DEVELOPMENT DISTRICT**

By: _____
Michael Geisel, Executive Director

SCHEDULE 1

**TO CERTIFICATE OF REIMBURSABLE TRANSPORTATION PROJECT COSTS
CHESTERFIELD VALLEY TRANSPORTATION DEVELOPMENT DISTRICT
MASS TRANSIT PROJECT**

Request No. _____

Date: _____

SCHEDULE OF PAYMENTS REQUESTED

| Person, firm or corporation to whom payment is due or was made | Amount to be paid | General classification and description of the Project costs for which the Obligation to be paid was incurred |
|---|--|---|
| | | \$ Reimbursable Transportation Project Costs related to Mass Transit Project |
| Total Request | <u> </u> <u> </u> | \$0 |