

COOPERATION AGREEMENT
FOR FUNDING OF PLACER.AI SERVICES

THIS COOPERATION AGREEMENT FOR FUNDING OF PLACER.AI SERVICES (this “**Agreement**”) is made and entered into as of the _____ day of _____, 2023, (the “**Effective Date**”) by and among the MOBERLY CHAMBER OF COMMERCE, INC., a Missouri not for profit corporation having a principal office at 211 West Reed Street, Moberly Missouri 65270 (the “**Chamber**”); the CITY OF MOBERLY, MISSOURI, a city of the third classification and Missouri municipal corporation having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**City**”); the DOWNTOWN MOBERLY COMMUNITY IMPROVEMENT DISTRICT, a community improvement district and Missouri political subdivision established pursuant to sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended and having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “**District**”); and the COUNTY OF RANDOLPH, by and through the Randolph County Commission, a Missouri county of the third class having a principal office at 372 HWY JJ, Huntsville, Missouri 65259 (the “**County**” and, collectively with each of the foregoing, the “**Parties**”).

RECITALS

A. Sections 70.210 through 70.320 of the Revised Statutes of Missouri, as amended, authorize municipalities and other political subdivisions to contract and cooperate with other municipalities and political subdivisions and with any private person, firm, association or corporation for the planning, development, or operation of any public service, the subject and purposes of which are within the scope of the powers of such municipality or political subdivision, including without limitation the promotion of tourism.

B. The Chamber has tested certain demographic and consumer counting, location, and data services available from Placer Labs, Inc. through a service known as Placer.ai and then distributed samples of such data to the City, the District, and the County, and all parties desire to secure a contract for the Placer.ai service, which is expected to further the purposes of the District and to aid in further promotion of tourism for the region.

C. The Chamber negotiated a potential service contract for such service at a cost of \$12,000 per year for a period of two years, for a total cost of \$24,000, with the Chamber hosting and contracting directly for such service.

D. The parties desire to contribute funding for such service, subject to annual appropriation, in the amounts set forth below, all as further provided in and subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

1. **Undertakings by Chamber.** The Chamber shall contract for and administer services through the Placer.ai platform that will substantially include, without limitation, the capability of generating tourism and demographic reports on the following:

- Accurate foot traffic counts and dwell time
- Displays of frequent-visitors-density by home and work locations
- Customers' demographics, interests, and time spent at relevant locations
- Where customers are coming from and going to, and the routes they take
- Benchmarking of foot traffic, market share, audiences, and other key metrics
- Competitive insights

The Chamber shall contract for such services for a period not to exceed two (2) years at a total cost not to exceed twelve thousand dollars (\$12,000.00) per year. The Chamber shall further work cooperatively with the other Parties to promptly provide information available from such contracted services to the other Parties as may be reasonably requested.

2. **Funding Obligations.**

- a. The Parties agree to provide the following annual funding amounts to support securing the services described above:

District:	\$4,000 per year
City (through its Parks & Rec. Dept.):	\$2,000 per year
Chamber (from Tourism funds):	\$4,000 per year
County:	\$2,000 per year

- b. The Chamber shall invoice each Party for its respective funding contribution and each Party shall pay the Chamber for the amount of such invoice promptly.

3. **Term.** Subject to an Event of Non-Appropriation as defined below, the term of this Agreement shall commence on September 1, 2023 or the date the final party hereto executes said Agreement, whichever is later (the "Effective Date") and remain in force and effect for a period of Two (2) years following the Effective Date. This Agreement shall not renew without further written agreement of the Parties.

4. **Subject to Annual Appropriations.** In the event that any Party fails to appropriate or otherwise allocate funds sufficient to satisfy the obligations of such Party under this Agreement for the succeeding fiscal year of such party (an "**Event of Non-Appropriation**"), then the funding obligations of such Party shall terminate as of the last day of the then current fiscal year of such party. If an Even of Non-Appropriation occurs, the Party failing to make such appropriation or allocation shall promptly provide written notice to the other Parties, and the other Parties shall then promptly meet and confer to develop a plan for proceeding under this Agreement without the participation of the Party causing the Event of Non-Appropriation. Subject to the possibility of an

Event of Non-Appropriation, each Party hereby affirms its intention to continue funding its obligations under this Agreement in its second year.

5. **Mutual Cooperation.** Each Party to this Agreement hereby agrees and covenants: (i) to cooperate in good faith with one another in each of the undertakings authorized by this Agreement; (ii) to promptly make and deliver such timely decisions as may be required to permit the other Parties to perform their obligations under this Agreement; (iii) to take such actions and execute and deliver such further documents and instruments as may be reasonably necessary to facilitate the undertakings authorized by this Agreement and which do not impair the rights of the acting or signing Party as they exist under this Agreement; and (iv) to otherwise aid and assist each other in carrying out the terms, provisions and intent of this Agreement.

6. **Further Representations.** Each of the Parties to this Agreement hereby represents and warrants to the other Parties as follows: (i) that such Party has full power and authority to execute and deliver and perform the terms and obligations of this Agreement applicable to such Party; and (ii) that such Party and the signatory below has been authorized by all necessary action to execute and deliver this Agreement, which shall constitute the legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to bankruptcy and other laws affecting creditors' rights generally and to general principles of equity.

7. **Notices.** All notices between or among the Parties hereto shall be in writing and shall be sent by certified or registered mail, return receipt requested, by personal delivery against receipt or by overnight courier, shall be deemed to have been validly served, given or delivered immediately when delivered against receipt or Three (3) business days after deposit in the mail, postage prepaid, or One (1) business day after deposit with an overnight courier, and shall be addressed as follows:

If to the Chamber: Moberly Chamber of Commerce, Inc.
101 West Reed Street
Moberly, Missouri 65270
Attention: President and Board of Directors

If to the City City of Moberly
101 West Reed Street – City Hall
Moberly, Missouri 65270
Attention: City Manager

If to the County County of Randolph
County Administration Building
Huntsville, Missouri 65259
Attention: Presiding Commissioner

If to the District: Downtown Moberly Community Improvement District
101 West Reed Street
Moberly, Missouri 65270
Attention: Chair and Board of Directors

with a copy to: Cunningham, Vogel & Rost, P.C.
3660 South Geyer Road, Suite 340
St. Louis, Missouri 63127
Attention: Greg H. Dohrman, Esq.

Each party shall have the right to specify that notice is to be addressed to another address by giving to the other party Ten (10) days written notice thereof.

8. **Limited Assignment.** This Agreement shall not be assignable by any Party without prior written consent of the other Parties.

9. **No Personal Liability.** No present or future official, agent, employee, or representative of any Party shall be personally liable to any other for any default, breach of duty or other claim arising from this Agreement or actions hereunder.

10. **No Waiver of Sovereign or Official Immunity.** Nothing in this Agreement shall be deemed or give rise to a waiver of the sovereign or official immunity of the City, County, or the District.

11. **Relationship of the Parties; No Third-Party Beneficiaries.** Nothing contained in this Agreement nor any act of any Party shall be deemed or construed to create a partnership or agency relationship among the Parties or between any Party and any other Party or their agents or representatives unless otherwise expressly provided in this Agreement and this Agreement is and shall be limited to the specific purposes set out herein. This Agreement is not intended to and shall not create any rights enforceable by any third-party beneficiary.

12. **Entire Agreement; Amendment; Counterparts.** The Parties agree that this Agreement constitutes the entire agreement among the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties with respect to the subject matter hereof. This Agreement shall be amended only in writing and effective when signed by the duly authorized agents of each of the Parties. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

13. **Severability.** In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

14. **Choice of Law; Venue.** This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. The Parties hereto each agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Randolph County, Missouri or in federal court of the Eastern District of Missouri and waive any objection based upon venue or *forum non conveniens* or otherwise.

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be executed in their respective names and caused their respective seals to be affixed thereto and attested to as of the date first above written.

**MOBERLY CHAMBER OF COMMERCE,
INC.**

By: _____
Printed name:
Title:

ATTEST:

By: _____
Title:

CITY OF MOBERLY, MISSOURI,

By: _____
Mayor

ATTEST:

By: _____
Shannon Hance, City Clerk

THE COUNTY OF RANDOLPH

By: _____
Presiding Commissioner

ATTEST:

By: _____
County Clerk

**DOWNTOWN MOBERLY COMMUNITY
IMPROVEMENT DISTRICT**

By: B. C.
Chair

ATTEST:

By: Doug Sharp
Secretary