

[City]

**SEDGWICK COUNTY, KANSAS AND SHAWNEE COUNTY, KANSAS  
AND  
CITY OF THAYER, KANSAS**

**COOPERATION AGREEMENT**

COOPERATION AGREEMENT PURSUANT TO THE KANSAS LOCAL RESIDENTIAL HOUSING FINANCE LAW, K.S.A. 125219 ET SEQ., AS AMENDED, BETWEEN SEDGWICK COUNTY, KANSAS AND SHAWNEE COUNTY, KANSAS (JOINTLY, THE "ISSUERS"), AND THE CITY OF THAYER, KANSAS (THE "COOPERATING JURISDICTION"), AUTHORIZING THE ISSUERS TO EXERCISE, ON BEHALF OF THE COOPERATING JURISDICTION, THE AUTHORITY AND POWERS CONFERRED BY THE KANSAS LOCAL RESIDENTIAL HOUSING FINANCE LAW.

WHEREAS, the Governing Bodies of the Issuers, in cooperation with one or more counties and cities of the State of Kansas (the "State"), desire to undertake a program to provide decent, safe and sanitary housing for persons of low and moderate income, all in accordance with the Kansas Local Residential Housing Finance Law, K.S.A. 125219 et seq., as amended (the "Act"); and

WHEREAS, the Governing Body of the City of Thayer, Kansas, in cooperation with the Issuers, also desires to undertake a program to provide decent, safe and sanitary housing for persons of low and moderate income, all in accordance with the Act; and

WHEREAS, the Act provides that one or more cities and counties may join together and cooperate with one another in the exercise of any powers conferred under the Act, either jointly or otherwise, in accordance with and pursuant to a written agreement between or among such cooperating cities and counties; and

WHEREAS, neither the Issuers nor the Cooperating Jurisdiction have engaged in any act or executed any power authorized by the Act, or comparable acts or powers authorized or contemplated under the Act or any other law of the State, which would impair the authority of either to perform this Cooperation Agreement; and

WHEREAS, the adoption of the resolution by the Issuers and the resolution by the Cooperating Jurisdiction authorizing the execution of this Cooperation Agreement and the exercise thereof will not conflict with or constitute on the part of said jurisdictions a breach of or default under the laws of the State, including the Act, or any other agreement, indenture or instrument to which either is a party or by which either is bound; and

WHEREAS, the execution and delivery of this Cooperation Agreement by the Issuers and the Cooperating Jurisdiction have been authorized by resolutions duly adopted by the Governing Bodies of the Issuers and the Cooperating Jurisdiction.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE ISSUERS AND THE COOPERATING JURISDICTION AS FOLLOWS:

**Section 1.** The Cooperating Jurisdiction hereby agrees to join and cooperate with the Issuers in implementing and carrying out a residential housing finance plan (the "Program") pursuant to and in accordance with the Act and this Cooperation Agreement, including the issuance by the Issuers, either by themselves or jointly with other issuing jurisdictions, of one or more series of single family mortgage revenue bonds (the "Bonds") and the making of mortgage loans within the corporate limits of the Cooperating Jurisdiction. Execution of this Cooperation Agreement by the Cooperating Jurisdiction imposes no financial obligation or liabilities against the Cooperating Jurisdiction.

**Section 2.** The Issuers and the Cooperating Jurisdiction hereby collectively declare that all cooperation agreements by and between the Issuers and other cooperating cities and counties of the State and all cooperation agreements by and between the Cooperating Jurisdiction and other cooperating cities and counties of the State in connection with the Program are hereby ratified and confirmed in all respects, and that such other cooperating cities and counties which enter into such cooperation agreements with the Issuers (or with other issuing jurisdictions which are cooperating with the Issuers) shall be part of the Program.

**Section 3.** The transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.


EXECUTED AND DELIVERED THIS 13th DAY OF SEPTEMBER, 2023.

**CITY OF THAYER, KANSAS**

By:   
Anna Gindlesberger, Mayor

(Seal)

ATTEST:

  
Dusty Dyke, City Clerk