

SECOND AMENDMENT TO THE PUBLIC SERVICE AGREEMENT

This Second Amendment to the Public Service Agreement, as defined below, (“Second Amendment”) is made and entered on _____, 2020, by and between the City of Lee’s Summit, Missouri (the “City”), and Downtown Lee’s Summit Main Street, Inc., (the “Provider”).

RECITALS:

WHEREAS, the City and Provider entered into a Public Service Agreement dated on June 28, 2017 (“Agreement”); and

WHEREAS, pursuant to the First Amendment to Public Service Agreement with an effective date of July 1, 2020, the City and Provider agreed to extend the term of the Agreement until December 31, 2020 due to the public health crisis known as COVID-19; and

WHEREAS, the parties wish to continue the services outlined in the Agreement, but due to the ongoing public health crisis known as COVID-19, the parties need additional time and information to draft new agreements; and

WHEREAS, the parties desires to extend the term of the Agreement until June 30, 2021 in accordance with the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Modification to Agreement Term. The Term of the Agreement is hereby extended until June 30, 2021.
2. Modification to Compensation. Section III of the Agreement, as amended, is repealed in its entirety and replaced with the following:

“The City hereby agrees to compensate Provider for the Services specified in the Agreement in an amount equal to \$14,668.90 (“Payment”). The Payment shall be distributed in six (6) equal monthly installments on the first day of each month, starting on January 1, 2021 with the final payment on June 1, 2021.

Notwithstanding anything to the contrary in this Second Amendment or the Agreement, all monthly installments are subject to the availability of such funds in the City’s Business and Industry Fund. If the City’s Business and Industry Fund does not have sufficient funds to fulfill all of its obligations, as determined solely by the City, the City is not obligated to distribute the monthly installment to Provider for that month or any future monthly installments until sufficient funds are available. Provider understands and agrees that the City has no duty to retroactively pay a monthly installment that was not distributed on the first of the month due to insufficient funds.”

3. Future Contract. If Provider desires to receive future funding from the City, Provider shall submit a draft public service agreement to the City on or before April 1, 2021 for consideration and negotiation. The parties further understand and agree that the City is no under obligation to accept the terms submitted by Provider.

4. Effective Date. The modifications set forth in this Second Amendment shall take effect January 1, 2021.

5. Nature of Amendment. Except for the modifications set forth in this Amendment, the Agreement remains in full force and effect. This Amendment shall be deemed a contract in accordance with the laws of the State of Missouri and is subject to the general terms and conditions set forth in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the Effective Date written above.

City of Lee's Summit

Downtown Lee's Summit Main Street, Inc.,

Stephen A. Arbo, City Manager

[INSERT SIGNER NAME/TITLE]

Date: _____

Date: _____

ATTEST

Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM

Daniel R. White,
Chief Counsel of Management and Operations