

EXHIBIT A

FIRST AMENDMENT TO PUBLIC SERVICE AGREEMENT

This First Amendment to the Public Service Agreement, as defined below, (“Amendment”) is made and entered on _____, 2020 (the “Effective Date”) by and between the Downtown Lee’s Summit Community Improvement District (the “District”) and City of Lee’s Summit, Missouri (the “City”).

RECITALS:

WHEREAS, the City and Provider entered into a Public Service Agreement with an effective date on July 1, 2015 (“Agreement”); and

WHEREAS, the term of the Agreement expires June 30, 2020 and the parties wish to continue the services outlined in the Agreement, but due to the current 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 December 31, 2020 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 December 31, 2020.
2. Modification to Compensation. Subsection A, of Section III “Compensation and Method of Payment” is amended to read as follows:

The District hereby agrees to compensate the City for providing the City Provided Public Services as outlined in Section I(A)(1) – (A)(4) herein the amount of seven and one-half percent (7.5%) of the District sales tax revenue from July 1, 2020 through December 31, 2020, not to exceed the costs of services over such period . Compensation shall be paid by January 31, 2021 or within 30 days of receipt of invoice from the City, whichever is later.

All other terms of Section III of the Agreement shall remain the same and are in full force and effect.

3. 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.

[signatures on the following page]

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

**Downtown Lee's Summit Community
Improvement District**

Printed Name and Title

Date: _____

City of Lee's Summit

Stephen A. Arbo, City Manager

Date: _____

ATTEST

Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM

Daniel R. White,
Chief Counsel of Management and Operations