

**MODIFICATION NO. 1 TO
INTERGOVERNMENTAL AGREEMENT FOR REIMBURSEMENT
OF RELOCATION OF FIBER OPTIC CABLE
DATED January 2, 2015,
AND APPROVED BY CITY COUNCIL BY PASSAGE OF
ORDINANCE NO. 7554 ON DECEMBER 18, 2014**

THIS MODIFICATION TO AN INTERGOVERNMENTAL AGREEMENT FOR REIMBURSEMENT FOR RELOCATION OF THE R-7 SCHOOL DISTRICT FIBER OPTIC CABLE AS PART OF THE CITY OF LEE'S SUMMIT'S MoDOT US/50 AND BLACKWELL ROAD INTERCHANGE PROJECT, made and entered into this ____ day of _____, 2017, by and between the **CITY OF LEE'S SUMMIT, MISSOURI**, a Missouri Municipal Corporation and Constitutional Charter City, (hereinafter "City"), and the **REORGANIZED SCHOOL DISTRICT NO. 7 OF JACKSON COUNTY, MISSOURI**, a political subdivision of the State of Missouri (hereinafter "R-7").

WITNESSETH:

WHEREAS, The City and R-7 entered into an Intergovernmental Agreement (hereinafter "Agreement") on January 2, 2015, as approved by their respective governing bodies; and

WHEREAS, such Agreement calls for reimbursement of relocation costs of a fiber optic cable not to exceed \$110,000, and such amount was set based upon estimates of the cost of work available at that time ; and

WHEREAS, such Agreement provided that the amount to be reimbursed could be increased upon mutual agreement if the cost of relocation exceeded \$110,000 upon approval by the City Council of Lee's Summit and appropriation of such additional funds; and

WHEREAS, as the work has progressed additional costs have been identified by R-7 and reported to the City, which City and R-7 agree should also be reimbursed as a part of the continuing partnership of R-7 and the City's TIF process on the project identified in the Agreement; and

WHEREAS, City and R-7 desire to amend the provision of the Agreement with respect to the amount to be paid for relocation costs only to provide for reimbursement of the additional costs identified during the project not to exceed \$138,000.

NOW THEREFORE, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto to amend **Section A.2.a, "Obligations of the City"**, and no other, of the Agreement as follows:

A. Responsibilities of the Parties

2. Obligations of the City. City Agrees to:

- a. Reimburse R-7 for the costs incurred for the relocation of its Fiber, as required by the Project, as an eligible TIF reimbursable cost from the funds from the East U.S. 50 Highway Corridor Improvement Tax Increment Financing Plan. Total reimbursement costs for Fiber relocation shall not exceed \$138,000. If the costs for the relocation exceed \$138,000, the City and R-7, upon mutual agreement, shall enter into a modification to this agreement to cover the remaining costs of the relocation, subject to the approval and appropriation by the City of Lee's Summit, City Council.

ALL OTHER TERMS REMAIN IN EFFECT

All other terms of the Agreement not specifically amended by this Modification shall remain in full force and effect.

THIS MODIFICATION NO. 1 TO AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by the governing bodies of City and R-7.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY OF LEE'S SUMMMIT

REORGANIZED SCHOOL DISTRICT NO. 7

Mayor

Deputy Superintendent

ATTEST:

ATTEST:

City Clerk

Assistant to Deputy Superintendent

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Assistant City Attorney

n/a