

**FIRST AMENDMENT TO  
COOPERATIVE AGREEMENT FOR PAYMENT OF FUNDS FROM CITY OF  
KANSAS CITY, MISSOURI TO CITY OF LEE’S SUMMIT, MISSOURI  
FOR THE CONSTRUCTION OF LEE’S SUMMIT ROAD IMPROVEMENTS  
FROM GREGORY BOULEVARD EXTENDING SOUTH TO THE CITY LIMITS  
OF LEE’S SUMMIT, MISSOURI**

This First Amendment to the Cooperative Agreement is made as of November \_\_\_\_, 2017, between Kansas City, Missouri, a municipal corporation of the State of Missouri (“Kansas City”) and the City of Lee’s Summit, Missouri, a municipal corporation (“Lee’s Summit”).

**Recitals**

WHEREAS, Kansas City and Lee’s Summit entered into a Cooperative Agreement dated November 30, 2015 to cover funding for the construction of certain improvements of Lee’s Summit Road from Colbern Road to Strother Road (“Project”).

WHEREAS, The Project was funded by each City within their corporate limits.

WHEREAS, Kansas City agreed to make prompt payment to Lee’s Summit for construction work completed within the corporate limits of Kansas City.

WHEREAS, As a result of Kansas City approving Change Orders 3, 4, 5, 6, and 7, Kansas City’s contribution to complete construction has increased and requires an amendment to the Cooperative Agreement.

NOW THEREFORE, the parties agree to amend the Cooperative Agreement as follows:

A. The following sections are hereby amended as set out herein:

**Part I: Section 4.A: Obligations of both parties – Funding Contributions.** After the distribution of federal STP funds, the actual funding contributions based on change orders approved by all parties, to include the final change order approved by all parties, and change orders are as follows:

Party	Original Estimate	Change Orders	FINAL Approved Amount
LSMO:	\$2,859,677.83	- \$64,062.42	\$ 2,795,615.59
KCMO:	\$2,744,774.90	+ \$25,141.34	\$ 2,769,916.24
Federal:	\$4,737,895.00	\$ 0.00	\$ 4,737,895.00
	\$10,342,347.73	- \$38,920.90	\$10,303,426.83

B. **Sections not Amended.** All other sections of the Cooperative Agreement, unmodified by the terms and provisions of this First Amendment shall remain in full force and effect.

C. **Execution Documents.** This First Amendment may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

**KANSAS CITY, MISSOURI**

**LEE'S SUMIT, MISSOURI**

By: \_\_\_\_\_  
Sherri McIntyre, PE  
Title: Director of Public Works

By: \_\_\_\_\_  
Randall L. Rhoads  
Title: Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Approved As to Form:

Approved As to Form:

\_\_\_\_\_  
Assistant City Attorney

\_\_\_\_\_  
Chief Counsel of  
Infrastructure and Planning

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

\_\_\_\_\_  
Director of Finance (Date)  
Kansas City