

EXHIBIT 1



AGREEMENT # 2018-066

This AGREEMENT made and entered into this _____ day of _____ 2018, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, by and through the Lee's Summit Parks and Recreation Board, hereinafter referred to as "City," and WCA of Missouri, LLC, a company in the State of MO, hereafter referred to as "Service Provider." Witnesseth, that:

WHEREAS, Service Provider has offered to provide the services described in PART I; in consideration of the payment terms described in PART II; subject to the Insurance Requirements described in PART III; subject to the General Conditions described in PART IV; and subject to the best and final offer (BAFO) described in Part V and

WHEREAS, City desires to engage Service Provider to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal No. 2018-066 (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as PART I; Payment Terms and/or Fee Schedule, attached hereto as PART II; Insurance Requirements, attached hereto as PART III; General Conditions, attached hereto as PART IV, and best and final offer (BAFO) attached hereto as PART V. Where the terms of the RFP or the Proposal conflict with anything in PARTS I, II, III, IV and V, the terms of the PARTS shall control.
3. Compensation. It is expressly understood that in no event will the compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses exceed the line item costs outlined in PART V. Service Provider agrees that the price for all line items outlined in PART V shall not increase for a period of three (3) years from the date of agreement execution. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount.
4. The initial term of this Agreement shall be for a three (3) year period from November 1st, 2018 through October 31st, 2021. All pricing identified on the pricing page shall be fixed and firm for year one of the agreement. An annual price escalator not to exceed two percent (2%) of overall cumulative annual cost will be allowed for each additional agreement and/or renewal term. The City may at its option renew the Agreement up to two (2) additional one-year terms.

5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

Jarrah Douglas
Procurement Officer of Record

Stephen A. Arbo, City Manager Date

WCA
Company Name

[Signature]
Company Authorized Signature

District Manager 8/15/18
Title Date

Carey Calabrese
Type or Print the Name of Authorized Person

READ AND APPROVED:

Joe Snook, Administrator of Parks & Recreation

APPROVED AS TO FORM:

Office of the City Attorney