

APPROVED AS TO FORM:

Office of the City Attorney

This AGREEMENT made and entered into this ____ day of __ 20___, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, hereinafter referred to as "City," and Ka-Comm, Inc, a company in the State of Kansas, 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; and subject to the General Conditions described in PART IV; 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. 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 and competent manner in accordance with the professional standard of care customarily recognized by members of Service Provider's profession practicing in the State of Missouri within the same general timeframe. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: 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; and General Conditions, attached hereto as PART IV. 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 II. Service Provider agrees that the price for all line items outlined in PART II shall not increase for a period of one (1) year 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. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services. The term of this Agreement shall be for a one (1) year period from through . After the expiration of the Initial Term, this Agreement shall automatically renew for up to two (2) successive, one-year terms (each a "Renewal Term") if it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect. 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. 6. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered. Mark Dunning, City Manager Date ATTESTED: Office of the City Clerk

Type or Print the Name of Authorized Person