

**GENERAL SERVICES DEPARTMENT**  
**FOURTH AMENDMENT TO**  
**PROPERTY MANAGEMENT CONTRACT**

**THIS FOURTH AMENDMENT TO PROPERTY MANAGEMENT CONTRACT** (“**Fourth Amendment**”) is between the **CITY OF KANSAS CITY, MISSOURI**, a **constitutionally chartered municipal corporation**, by and through the General Services Department (“**City**”), and **HOMKOR OF MISSOURI, INC.**, a Missouri corporation, (“**Contractor**”).

**WHEREAS**, City and Contractor entered into a Property Management Contract with an effective date of April 19, 2016 (“**Contract**”), by which City appointed and engaged Contractor as the exclusive property manager for certain real property and improvements located at 2600 E. 12<sup>th</sup> Street in Kansas City, Missouri known as the Kansas City Assessment Triage Center (“**Property**”) and for a parking lot located at the northeast corner of Prospect and Peery in Kansas City, Missouri, as more particularly described in the Contract (“**Parking Area**”);

**WHEREAS**, the City and the Contractor previously entered into a First Amendment with an effective date of September 28, 2017, which extended the term of the Contract through April 30, 2018 (“**First Amendment**”);

**WHEREAS**, based on the authorization contained in Committee Substitute for Ordinance No. 180300, passed April 26, 2018, the City and the Contractor previously entered into a Second Amendment with an effective date of May 1, 2018, which extended the term of the Contract through December 31, 2018 (“**Second Amendment**”);

**WHEREAS**, the City and HOMKOR previously entered into a Third Amendment with an effective date of December 27, 2018, which extended the Contract, as amended, to April 30, 2020 (“**Third Amendment**”);

**WHEREAS**, Committee Substitute for Ordinance No. 160125 which initially authorized the Contract directed that property maintenance agreements to be in effect starting May 1, 2018 would be pursued in an open and competitive bidding process, and further Committee Substitute for Ordinance No. 180300 similarly directed competitive bidding for the subsequent maintenance agreement to be in effect starting January 1, 2019, and Ordinance No. 180950 similarly directed competitive bidding for the subsequent maintenance agreement to be in effect May 1, 2020, but additional time was still needed to completed such contemplated competitive bidding process;

**WHEREAS**, City and Contractor wish to extend the Contract in the aggregate through April 30, 2021, in order to allow the City to pursue the open and competitive bidding process contemplated by the Committee Substitute for Ordinance No. 160125, and Ordinance Nos. 180300 and 180950; and

WHEREAS, City and Contractor wish to further amend the Contract as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the City and Contractor agree as follows:

1. **Recitals and Definitions.** All capitalized terms not otherwise defined in this Fourth Amendment shall have the meanings set forth in the Contract. The defined term “Contract” as used herein shall include the First Amendment, the Second Amendment and Third Amendment. The parties acknowledge that the recitals set forth above are true and correct and are incorporated into this Fourth Amendment in their entirety by reference.

2. **Extension of Term.** At the written election of the City, subject to appropriation, the Term of the Contract is hereby extended and the new expiration date shall be April 30, 2021, at 11:59 p.m. The period from May 1, 2020 through April 30, 2021, shall be herein referred to as the “**Extended Renewal Term.**” Such election will be made within twenty (20) days of the adoption of the City budget for the corresponding fiscal year, but in any event not later than April 24, 2020.

3. **Management Fee.** During the Extended Renewal Term, the Management Fee that City agrees to pay Contractor shall be Two Thousand Eight Hundred Dollars (\$2,800.00) per month as set forth in the Second Amendment. Contractor shall continue to perform all its duties as property manager as set forth in the Contract (except that Contractor shall no longer be obligated to manage the initial construction renovation of the Center Improvements, which has been completed).

4. **Non-Amended Duties and Obligations.** Except as otherwise modified in this Fourth Amendment, City and Contractor shall continue to fulfill their duties and obligations as set forth in the Contract. All terms, covenants and conditions of the Contract not amended by this Fourth Amendment are hereby ratified, reaffirmed and republished in their entirety and shall remain in full force and effect. Other than the cumulatively changes made by the First Amendment, Second Amendment, Third Amendment, and this Fourth Amendment all other terms of this Contract shall remain in full force and effect.

5. **Conflicts.** In the event of any express conflict or inconsistency between the terms of the Contract (inclusive of the First Amendment, the Second Amendment, and Third Amendment) and the terms of this Fourth Amendment, the terms of this Fourth Amendment shall control and govern.

6. **Entire Agreement.** This Fourth Amendment and the Contract (inclusive of the First Amendment, Second Amendment and Third Amendment) constitute the entire agreement between City and Contractor as to the subject matter hereof, and supersede any prior agreements, negotiations and communications, oral or written. This Fourth Amendment and the Contract shall only be amended in writing executed by both City and Contractor.

7. **Effectiveness; Date.** This Amendment will become effective when the City's Director of Finance has signed it. The date this Amendment is signed by the City's Director of Finance will be deemed the date of this Amendment.

8. **Further Acts.** City and Contractor shall execute such other documents and perform such other acts as may be reasonably necessary and/or helpful to carry out the purposes of this Amendment.

9. **Authority.** Each individual signing this Amendment on behalf of a legal entity represents that he or she holds the office and/or position in such legal entity respectively indicated hereinafter for him or her, and has full right and power and has been duly and legally authorized to act on behalf of such legal entity in executing and entering into this Amendment.

11. **Non-Appropriation.** Funding for the Extended Renewal Term under this Amendment is contingent upon appropriation and availability of funds. The parties recognize that City intends to satisfy its financial obligation to Contractor hereunder out of funds annually appropriated for that purpose by the City. In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal year for payments due hereunder, City shall immediately notify Contractor of this occurrence. The City Manager through the Director of General Services will use their reasonable efforts to obtain authorization and appropriation of such funds including, without limitation, the inclusion in the City's annual budget for each fiscal year during the term of this Amendment, and shall request adequate funds to satisfy the annual obligations of the City in a reasonable manner. Section 1.1 (b) of the Contract acknowledges that the donations pursuant to that certain Settlement Agreement [as defined in the Contract], are used to fund the operations at the Kansas City Assessment Triage Center. The parties hereby agree that "for cause" as defined in Section 7.2 of the Contract was amended through the Third Amendment, by adding the failure of the non-profit operator of the Kansas City Assessment Triage Center to receive future donations pursuant to the Settlement Agreement. Upon the occurrence of such event, the City may elect to terminate the Contract, as amended, with sixty days' notice to the Contractor. In the event of such termination, the term and conditions of Article VII of the Contract shall apply, as modified by Section 3 of the Third Amendment, and this provision.

12. **Counterparts.** This Amendment may be executed in several counterparts, each of which shall be an original of this Amendment but all of which, taken together, shall constitute one and the same agreement. Signatures transmitted by facsimile or e-mail (via PDF format) shall be acceptable for purposes of execution of this Amendment.

Each party is signing this Fourth Amendment on the date stated opposite the party's signature.

**CONTRACTOR**

**HOMKOR OF MISSOURI, INC.**

I hereby certify that I have authority to execute this document on behalf of Contractor

Date: 3/19/2020

By: Rebecca J. Clevenger  
Name: Rebecca Clevenger  
Title: Vice President / Secretary

**CITY OF KANSAS CITY, MISSOURI**

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

By: \_\_\_\_\_  
Yolanda McKinzy,  
Acting Director of General Services

Approved as to form:

\_\_\_\_\_  
Amelia McIntyre, Associate City Attorney

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.

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Director of Finance