

**NON-MUNICIPAL AGENCY
FUNDING AND SERVICES CONTRACT
CONTRACT NO.
Municipal Court**

THIS CONTRACT is made and entered into this 1st day of May, 2022 between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), by and through its Municipal Court Administrator (Director), and Legal Aid of Western Missouri, a benevolent Corporation (Contractor), whereby Contractor shall provide legal services to the City in accordance with the terms and conditions contained in this contract.

**PART I
SPECIAL CONTRACT TERMS AND CONDITIONS**

Sec. 1. Term of Contract.

- A. Initial Term.** This Contract shall begin on May 1, 2022, and shall extend for five (5) years, ending no later than April 30, 2027. The Manager of Procurement Services is authorized to enter into an amendment with Contractor to extend the term of this Contract and time of performance for this Contract.
- B. Transition Term.** Notwithstanding the expiration of the initial term or any subsequent term, Contractor and City shall continue performance under this Contract until the City has a new contract in place with either Contractor or another provider or until the City terminates the Contract.

Sec. 2. Compensation.

A. Maximum Compensation. The compensation City will pay to Contractor under this Contract is \$1,349,600 for the period from May 1, 2022 through April 30, 2023 (Year 1); \$1,376,592 for the period from May 1, 2023 through April 30, 2024 (Year 2); and \$1,404,124 for the period from May 1, 2024 through April 30, 2025 (Year 3), \$1,432,206 for the period from May 1, 2025 through April 30, 2026 (Year 4); and \$1,460,850 for the period from May 1, 2026 through April 30, 2027 (Year 5) to provide legal representation in the Kansas City, Missouri Municipal Court of indigent persons pursuant to the terms of this Contract, and the budget approved by City. Contractor shall invoice City monthly for actual services performed under this Contract pursuant to the budget approved by the City. Upon approving the invoice, City shall remit payment.

Additionally, the Court shall provide compensation of \$7,500 per year to send two (2) individuals to the National Association of Drug Court Professionals annual conference. This compensation shall include registration, membership dues, airfare, hotel and per diem. Any amount above this amount will be the responsibility of the

Contractor.

B. Contractor's Line Item Budget. Contractor shall submit a line item budget showing the sources of all resources and expenditures in the performance of services under this Contract and a statement of the proposed use of funds requested from City in a line item format with written justification for each line item..

C. Requests for Reimbursement. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. All requests for reimbursement must be supported and accompanied by full documentation of costs incurred by Contractor. Line item changes within budget categories are permissible unless specifically prohibited by this Contract, but changes between categories must be submitted to the Director and approved in writing by the Director. Any budget category changes not approved may be disallowed by the City and not reimbursed to the Contractor. Contractor shall record all costs incurred in the performance of this Contract as they are incurred and shall report these costs in monthly financial reports submitted to the City. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.

D. Purchase orders. CITY shall order all Services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligation to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.

Sec. 3. Responsibilities of Contractor.

A. Contractor shall perform the following Scope of Services for representation of defendants charged with City Municipal Ordinance violations in Kansas City Municipal Court:

1. The Contractor shall provide effective legal representation as required by the U.S. Constitution, Missouri Constitution, any applicable law, rule and code of conduct (collectively "the Laws") to any low income persons charged in Kansas City Municipal Court with jailable city ordinance violations as appointed by a Judge of the Kansas City Municipal Court. The Contractor has reviewed all caseloads and staffing required to provide effective legal representation that meets the requirements of all the Laws and the requirements of this Contract and certifies that the funding provided by the City in this Contract is sufficient to competently

and effectively meet all requirements imposed by the Laws and this Contract in the representation of the persons provided legal representation services under this Contract..

2. The Contractor shall submit in writing to the City an organizational chart and a list of staff members and positions assigned to the Contract. In the event of a vacancy, the Contractor shall submit the name of the staff person temporarily assigned to the responsibilities of the person who staffed the now vacant position. If the position is filled, the Contractor shall update the organizational chart within two weeks of any changes, and shall include the name of the person hired.

3. The Contractor shall submit its timesheets, signed by both the employee and his/her supervisor, to support the hours worked by the employee and charged to this Contract. The timesheets must account for 100% of each employee's time, clearly showing the amount of time spent on each activity.

4. The Contractor shall consult with clients at the detention center as necessary and as required by the Laws, however, no less than two times monthly.

B. Contractor shall comply with the following performance measures:

1. Contractor shall cover all Municipal Court custody dockets, legal aid dockets, domestic violence dockets, specialty court dockets and/or any other dockets that Legal Aid has been appointed to represent a defendant on.

2. Managing Attorney for Contractor shall provide sufficient contact information to Court Administration that may be disseminated on an as need basis to Court employees and judges.

3. An attorney for Legal Aid shall be readily available to the courtrooms Monday through Friday from 9 a.m. to 4:30 p.m. excluding holidays.

C. Contractor shall submit:

1. An itemized list of City-owned property utilized by the Contractor under this Contract.

2. A quarterly performance report which delineates Contractor's actual activities and duties performed under the terms of this Contract.

The report shall contain a description of significant problems, if any, experienced by Contractor in the performance of this Contract during that

quarter, and proposed changes to remedy those problems. This report shall be submitted no later than the 15th day of the month following each quarter.

3. A quarterly performance report including the following key performance indicators:

- The number of continuances per case by case type.
- Percentage of client cases disposed within 60 days of appointment of Contractor attorney, by case type.
- Number of clients referred to Veteran's, Mental Health or Drug Court, and number of clients actually transferred to Veteran's Mental Health or Drug Courts.
- Percentage of cases transferred to Veteran's, Mental Health or Drug Court which result in successful completion.
- Number of clients that attempt to withdraw their guilty plea, if the client was represented by Contractor at the time of the entry of the plea.
- Number of client written complaints about an attorney made to the Missouri Bar
- Number of client requests of the Court for the appointment of a different attorney.
- Cost per case.
- Number of cases resulting in the issuance of a bench warrant for the client's failure to appear.
- Other reports required by the City.

4. Contractor's Annual Report. Contractor shall submit an annual performance report identifying accomplishments and deficiencies. This report must be submitted no later than May 31 of each year.

This report should include the following:

- A description of significant problems, if any experienced by Contractor in the performance of this Contract during the Contract year, and proposed changes to remedy those problems. This report shall be submitted no later than May 31st of each year.
- Report or regular audit by an external agency
 - Report of regular internal audit if external audit is not available.

Sec. 4. Collaborative Committee.

A Collaborative Committee consisting of: the managing attorney of Contractor; the Municipal Court Administrator; the Presiding Judge of the Kansas City Municipal Court; and the Municipal Prosecutor shall meet at least once every six months on a date to be set by the Presiding Judge. The purpose of the meeting is to invite an open dialog regarding any issues or concerns of Committee members affecting the administration of justice in the Municipal Court system. The objective of the Committee is to reach consensus on the resolution of any issues or concerns raised.

Sec. 5. Notices. All notices required by this Contract shall be in writing sent by regular U.S. mail, postage prepaid or commercial overnight courier to the following:

City: Darrell Everette, Manager of Procurement Services
General Services Department, Procurement Services
414 E. 12th Street, 1st Floor West
Kansas City, MO 64106
Phone: (816) 513-0798
Darrell.everette@kcmo.org

Contractor: Executive Director
Legal Aid of Western Missouri
4001 Dr. Martin Luther King Jr. Blvd., Suite 300
Kansas City, Missouri
Phone: (816) 474-1413 ext. 5247 (voice)
Facsimile: (816) 474-1578
Ajohnson@lawmo.org

All notices are effective on the date mailed, sent, or deposited with courier.

Sec. 6. Merger. This Contract consists of Part I, Special Contract Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

Sec. 7. Conflict between Contract Parts. In the event of any conflict or ambiguity between the Special Contract Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Contract, Part I will be controlling.

Sec. 8. Insurance.

A. Contractor shall procure and maintain in effect throughout the duration of this Contract insurance coverage not less than the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this Contract, Contractor shall supply such

insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.

1. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$1,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds.
- b. Contractual Liability.
- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$1,000,000.
- d. No Contractual Liability Limitation Endorsement.
- e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.

2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers' Compensation Statutory

Employers Liability \$100,000 accident with limits of: \$500,000 disease-policy limit \$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Contractor.

4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. Contractor shall provide to City at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

D. Regardless of any approval by City, it is the responsibility of Contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event

of Contractor's failure to maintain the required insurance in effect, City may order Contractor to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.

Sec. 9. Attachments to Part I. The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

Attachment 1 The Standard Terms and Conditions

Sec. 10. Revision to Part II.

- A.** Section 11 of Part II of this Agreement is modified with the addition of the following language at the end of Sub-Paragraph (b). "The Contractor must deliver all files requested by the City to the City's offices. The Contractor, however, may provide copies of the files to be produced from which the Contractor has redacted all information that specifically identifies the client (including, for example, the client's name, street address (not the city, state or zip code), social security number and telephone number). Nothing in this Agreement will require the Contractor to produce any information that it is prohibited from producing under the Missouri Rules of Professional Conduct as adopted by the Missouri Supreme Court."

- B.** Section 14 of Part II of this Agreement is modified with the addition of the following language inserted immediately after the end of the first sentence of that paragraph: "The City approves the following sub-contractors to handle conflicts cases for Contractor under this Agreement: James Biesman, Traci Fann, Michael Rizzo, and John Spencer. Contractor may sub-contract with other conflicts counsel with the City's prior, written approval, which shall not be unreasonably withheld. Work done by sub-contractors shall count towards Contractor's time and case obligations under this Agreement."

Sec. 11. City's Financial Obligation.

- A. Purchase Orders.** City shall order all services to be provided by Contractor under this Agreement by means of a Purchase Order issued by the City's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. City shall not have any financial obligations to Contractor under this Agreement until the City issues a Purchase Order to Contractor. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from City. Each Purchase Order that City issues to Contractor incorporates this Contract by reference even if the Purchase Order does not incorporate this Contract by reference.

B. Annual Appropriation. The City has no financial obligation to Contractor for Year 2, Year 3, Year 4, and Year 5 of this Contract unless the City Council appropriates sufficient funds in the City's Annual Budget for Year 2, Year 3, Year 4, and Year 5 of this Contract. If City Council fails to appropriate funds or fails to appropriate sufficient funds for the Services provided by Contractor for any individual contract year (Year 2, Year 3, Year 4 or Year 5) of this Contract, the Contractor may elect to provide services as the rate appropriated by City Council or the Contractor may elect to immediately terminate without any cost, expense, or liability to City and Contractor shall be not be entitled to any damages from City for such termination of Contract by City.

THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS

Business Entity Type:

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Registration
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Adventure (Joint Venture)
- Other (Specify): _____

(Affix Corporate Seal)

KANSAS CITY, MISSOURI

By: _____
Title: _____
Date: _____

Approved as to form:

Assistant City Attorney (Date)

CONTRACTOR

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

Contractor: _____
By: _____
Title: _____
Date: _____