

ATTACHMENT 1

SCOPE OF SERVICES

A. Contractor shall perform the following Scope of Work:

1. **Line Item Budget.** Provide a line item budget of Contractor 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 the City in a line item format with written justification for each line item, as contained in Attachment 2. Such line item budget of Contractor and statement of proposed use of funds and any changes thereof exceeding 10% of any such line item shall require City approval in writing. The line item budget is listed on Attachment 2.
2. The Contractor shall report in writing to the City of Kansas City, Neighborhoods and Housing Services Department any staff changes which shall include the staff name, position, name of interim person assigned to the vacant position responsibilities, and the target date for filling the vacancy. Upon filling the vacancy, the contractor shall also submit the new hire's name, resume, and an updated organizational chart within two weeks of the hire date. The City reserves the right to request that the Contractor remove from the responsibilities to be performed under this contract any staff that, in the opinion of the City, does not perform in accordance with the terms of this contract.
3. Assist neighborhood groups and residents with legal advice and counsel; represent neighborhood groups and residents in negotiations with problem property owners; and pursue appropriate legal action against problem properties and their owners, including but not limited to, actions pursuant to RSMo. Sec. 441.500 et seq., (receivership), RSMo. Sec. 447.620 et seq. (abandoned housing), and RSMo. §82.1025 (nuisance), and RSMo. §82.1027 et seq. (code violation actions), and RSMo. §89.491 (nuisance). With prior approval of the Director or the Deputy Director of the Neighborhoods and Housing Services Department, to represent nonprofit organizations in "clearing" title exceptions to real property which the organization wishes to acquire for the development of low/moderate income housing but cannot acquire because of the exceptions clouding the title. This includes coordinating actions with the City's Law Department and Land Bank of Kansas City, as well.
4. Support Kansas City's abandoned vacant properties (AVP) and dangerous buildings initiatives by responding to problem properties in need of legal remedies identified herein, with the intention of seeking problem property remedies which promote neighborhood safety and support stabilization. Collaborate with the City and help implement repurposing of properties on the City's dangerous building register, including use of the Abandoned Housing Act to spur rehabilitation of properties by rehabbers or by owners. Actions by Legal Aid may include:
 - i. Concentrating upon certain neglectful property owners;
 - ii. Resolving vacant multi-family impact cases in target areas prioritized by the City to support broader catalytic neighborhood revitalization efforts;
 - iii. Supporting efforts to strengthen properties along commercial corridors receiving City support, e.g., Prospect Ave.;
 - iv. Conducting quiet title legal actions to repair defective property titles

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1. In certain neighborhoods, e.g., Key Coalition or Blue Hills;
 2. Case by case basis;
 3. Private properties on City's dangerous building list where rehab is a probable option;
 4. Prevalent existence of zombie mortgage liens.
 - v. Receiving municipal court referrals where the owner is willing to donate the neglected property;
 - vi. Responding to rehabber requests for acquisition and title legal assistance;
 - vii. Participating in the UNI or City-selected model blocks.
 5. Process and handle cases referred from Neighborhood Preservation Division (NPD) by identifying suitable clients and providing required services as set forth above.
 6. Attend and actively participate in neighborhood group meetings if in furtherance of the scope of this Contract.
 7. Represent eligible neighborhood groups and residents in hearings before the Kansas City Board of Zoning Adjustment, City Plan Commission and Liquor Control Board, where such clients are seeking to oppose zoning violations or zoning variances or amendments detrimental to client welfare, or seeking to abate detrimental conditions associated with licensed liquor operations.
 8. Cooperate with all monitoring and evaluation activities conducted directly through contract by the City relative to activities described herein and bound by this Contract including, but not limited to, providing full access to the project site and providing programmatic and fiscal records to authorized representatives of the City or to other persons as may be designated from time to time by the City, provided, however, that in order to preserve attorney-client privilege and confidentiality the identities and claims of specific clients shall not be disclosed to the City unless their claims are a matter of public record.
 9. On its behalf and on behalf of its employees and agents, promptly communicate and disclose to City all inventions, books, computer programs, documentation, software and other copyrightable works ("copyrightable works") conceived, reduced to practice or made by Contractor or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any work Contractor or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Contractor is obligated to disclose shall be and remain entirely the property of the City. It is agreed that all inventions and copyrightable works are works made up for hire and shall be the exclusive property of City. Contractor hereby assigns to City any rights it may have in such copyrightable works. Contractor shall cooperate with City in obtaining any copyrights or patents.
- B. Contractor shall meet the following performance standards:
1. Contractor shall address problem properties that are either abandoned and/or vacant, or have nuisance, property maintenance, zoning or code violations in which the owner is either unidentified or identified but failed to rectify the problem and where City code

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enforcement efforts through the Municipal Court system have not accomplished the abatement of those violations. Emphasis of the workload will be placed on handling a minimum of eighty-five (85) cases per year (these cases must be cases where action is more than preliminary investigation for determination of ability to accept the case) with a combination of twenty-three (23) lawsuits filed or administrative hearings conducted during the term of the contract either resulting from referrals from the City's Law Department, NPD or neighborhood groups and residents. Preference is on assisting with individual single-family housing units. However, in the event any of the 85 cases to be handled are distressed multi-family properties, due to the complexity involved in such cases, they shall be counted toward the goal of 85 cases as though each five units of a multi-family project consisted of one separate case, rounding down, so that for example a case consisting of a 16 unit multi-family apartment would be considered to be three cases for purposes of the 85 case goal. Advance notice to City is required before taking on a case to ensure sufficient coordination with City activities. Contractor shall provide and include in the Quarterly Performance Report and Annual Performance Report the status of this contract requirement.

2. Contractor shall process and handle cases referred from NPD and the Law Department by identifying suitable clients and providing required services as set forth above. The Neighborhood Attorney shall respond in writing to NPD within thirty (30) days of any referral with a report stating the plan for the referred case, or the reasons for rejecting the referred case.
 3. Contractor shall attend and actively participate in neighborhood group meetings if in furtherance of the scope of this Contract, and with prior approval of Director of Neighborhoods and Housing Services (NHSD), undertake any special projects designed to promote the development of additional innovative legal remedies and strategies to resolve the types of cases described in Section A above.
 4. Contractor shall represent eligible neighborhood groups and residents in hearings before the City's Board of Zoning Adjustment, City Plan Commission and Liquor Control Board, where such clients are seeking to oppose zoning violations or zoning variances or amendments detrimental to client welfare, or seeking to abate detrimental conditions associated with licensed liquor operations.
 5. The Contractor shall provide legal representation for at least:
 - a. 60 residents on immigration matters,
 - b. One low-income neighborhood group on issues related to affordable housing or bringing other needed services into the neighborhood, and
 - c. 10 low-income residents with critical legal problems (e.g., unemployment compensation, landlord-tenant and public housing, consumer problems, guardianship law public benefits).
- C. Required reports. Contractor shall submit:
1. An itemized list of City-owned property utilized by the Contractor under this Contract.

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2. **Monthly Financial Report:** A monthly financial report which shall include a completed cost control form and copies of expenditures. The monthly report is due no later than the 15th day of each month during this Contract. Each reimbursement request must include expenditure documentation.
3. **Quarterly Performance Report:** A quarterly performance report that evaluates and compares Contractor's actual activities to its goals under this Contract. The report shall contain a description of significant problems, if any, experienced by Contractor or its patrons and proposed changes to remedy those problems. The monthly report is due no later than the 15th day of each month during this Contract. Each reimbursement request must include expenditure documentation.
4. **Annual Performance Report:** An annual performance report identifying accomplishments, problems, and/or conditions contributing to a failure to achieve goals or perform services under this Contract, and proposing changes to correct such failures. The report shall include a summary of accomplishments based on the Scope of Services. The annual performance report is due by May 15, 2017 and shall be submitted prior to the final payment of funds under this Contract.

D. Compensation Schedule.

1. **Maximum Amount.** The maximum amount that City can pay Contractor under this Contract is **\$669,764.00**, pursuant to the budget approved by City as set forth in PART I, SPECIAL TERMS AND CONDITIONS. City is not liable for any obligation incurred by Contractor except as is approved in the provisions of this Contract. City shall have the right to reduce the amount payable to Contractor in the event City receives less funds than anticipated from any source.
2. **Method of Payment.** 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.
3. **Condition Precedent to Payment.**
 - a. 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. If damages are sustained by the City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.
 - b. 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. All invoices submitted to the City will detail the date of a qualifying action, the action itself (e.g., as defined in the Scope of Work), and the executing contract and adopted ordinance number, if any.