

MASTER SERVICES CONTRACT

**CONTRACT NO. 2023-0017
AMENDMENT #1**

**HEARTLAND CENTER for JOBS & FREEDOM
Right to Counsel**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“City”), and **Heartland Center for Jobs and Freedom** (“CONTRACTOR”).

WHEREAS Contractor and City entered into a services contract to **provide right to counsel services**.

WHEREAS the parties desire to amend the Contract entered into on **June 1, 2023**, ending **May 31, 2024**, to amend compensation as follows:

Sec. 1. The Contract is amended by replacing Sec. 2 A & B, to read as follows:

Sec. 2. Compensation.

- A. Settlement Compensation.** In consideration of the release and dismissal of Contractor’s potential claims against City for any alleged or actual breach of contract, detrimental reliance or unjust enrichment claims to cover the period of **June 1, 2023, through March 31, 2024**, City shall pay Contractor a one-time, lump sum payment of **\$257,915.43 (Two Hundred Fifty-seven Thousand Nine Hundred Fifteen Dollars & 43/100)**. No other payments shall be made by City to Contractor except for services delivered in accordance with the terms of this agreement during the contractual period.
- B. Maximum Compensation.** The maximum amount that City can pay Contractor under this Contract is **\$324,000 (Three Hundred Twenty-four Thousand Dollars)** pursuant to the budget approved by City. Of this amount, the maximum amount that City will pay Contractor for the period of **April 1, 2024, through May 31, 2024 (the rest of the contract term)**, shall be **\$66,084.57 (Sixty-six Thousand Eighty-four Dollars & 57/100)**. Upon approving the invoice, City shall remit payment.
- The execution and implementation of this Contract shall not create a general charge upon the General Revenues of the City, as envisioned by Section 82 of the Charter of Kansas City, Missouri. No financial obligation shall accrue against the City unless such order bears the written statement of the City’s Director of Finance that there is a balance, otherwise unencumbered, to credit of City under the above-described line of credit from which payment is to be made.

Sec. 2. Effectiveness; Date. This amendment will become effective on the date this amendment is signed by the last party.

Sec. 3. Except as expressly modified by this Amendment, all terms of the Contract remain in full force and effect.

Each party is signing this amendment on the date stated opposite that party’s signature.

CONTRACTOR

I hereby certify that I have the authority to execute this document on behalf of CONTRACTOR.

Contractor: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Assistant City Attorney (Date)

CITY of KANSAS CITY, MISSOURI
A Constitutionally Chartered Municipal Corporation of the State of Missouri

By: _____
Keely Golden, Procurement Manager (up to \$750K)
Darrell Everette, Chief Procurement Officer (over \$750K)
General Services Department, Procurement Services Division

Date: _____