

**NON-MUNICIPAL AGENCY
FUNDING AND SERVICES CONTRACT**

HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT

**The Curators of the University of Missouri on the behalf of
UNIVERSITY of MISSOURI
PUBLIC SERVICES – Right to Counsel**

PROJECT NO. 2023-0018

THIS CONTRACT is made and entered into between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and The Curators of the University of Missouri on the behalf of the University of Missouri – Kansas City (UMKC), (Contractor), whereby Contractor shall provide right to counsel services to the City in accordance with the terms and conditions contained in this contract and consists of two parts: **PART I, SPECIAL CONTRACT TERMS AND CONDITIONS**, and **PART II, GENERAL TERMS AND CONDITIONS**.

**PART I
SPECIAL CONTRACT TERMS AND CONDITIONS**

Sec. 1. Term of Contract. This Contract shall begin on **June 1, 2023**, and shall end no later than **May 31, 2024**. The Director is authorized to enter into an amendment to extend the term of this Contract and time of performance for this Contract.

- **Renewal Terms.** At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to five (5) additional one (1) year terms and is authorized to adjust any renewal term pricing in accordance with the most recent Consumer Price Index for All Urban Consumers (CPI-U) – Midwest Region.

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 **\$384,831.99 (Three Hundred Eight-four Thousand Eight Hundred Thirty-one Dollars & 99/100)**. 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 **\$756,000 (Seven Hundred Fifty-six 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 **\$371,168.01 (Three Hundred Seventy-**

one One Hundred Sixty-eight Dollars & 01/100). Upon approving the invoice, City shall remit payment.

- C. Contractor 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. 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 3**
- 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. Definitions. The following terms if used in this Contract shall have the following meanings:

- A. Consolidated Plan:** A five-year plan prepared by the City in accordance with 24 C.F.R. Part 91, which describes overall housing needs, resources, priorities, and proposed activities to be undertaken with respect to programs funded by the United States Department of Housing and Urban Development (HUD). The Consolidated Plan includes a yearly one-year action plan which is submitted annually to HUD.
- B. Community Based Development Organization (CBDO):** A non-profit or for-profit association or corporation, as defined in 24 CFR 570.204, to engage in community development activities and certified by the City as meeting the regulatory requirements set forth in the federal rules and regulations of the CDBG Program in accordance with 24 CFR Part 570.
- C. Community Development Block Grant (CDBG):** A federal program created under the provisions of Title 1 of the Housing and Community development Act of 1974 (24 C.F.R. Part 570 *et seq.*) as amended and funded through states and entitlement cities, which includes the City.
- D. Director:** the named Director of the Housing and Community Development Department. (HCDD)
- E. Families or Individuals:** Family means all persons living in the same household who are related by birth, marriage, or adoption. Individual means a single person. The plural of family or individual shall mean more than one family or individual as described herein.
- F. Low, Very Low, and Extremely Low-Income Persons:**
- a. Low Income Persons are persons whose household income falls between 50% and 80% of the City's median income level.
 - b. Very Low-Income Persons are persons whose household income falls between 30% and 50% of the City's median income level.

- c. Extremely Low-Income Persons are persons whose household income falls below 30% of the city's median income level.
- G. **HCDD:** The City's Housing and Community Development Department.
- H. **One-Year Action Plan:** An annual plan prepared by the City as part of the five-year Consolidated Plan in accordance with 24 C.F.R. Part 91, which describes overall housing needs, resources, priorities, and proposed activities to be undertaken with respect to programs funded by HUD.
- I. **Neighborhood Strategy Areas:** An annual or multi-year strategic plan which targets physical and community development activities in a defined area. Activities may include acquisition of vacant lots or dilapidated structures; demolition; new housing construction, purchase, rehabilitation, and resale of existing housing; infrastructure improvements; and commercial and multi-family housing development. The proposed Neighborhood Strategy Plan Areas are included as part of the One-Year Action Plan. Funding for development activities in Neighborhood Strategy Areas is provided through the housing Preservation and Development Loan Programs administered by the City.

Sec. 4. 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** – Purpose of Contract, National Objectives, Eligibility and Map of Project Area
- ATTACHMENT 2** – Low Income Guidelines
- ATTACHMENT 3** – Budget
- ATTACHMENT 4** – Scope of Services
- ATTACHMENT 5** – Performance Standards
- ATTACHMENT 6** – Reports

Sec. 5. Purpose. The general purpose of this Contract is to provide services consistent with the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant Program as incorporated by the City through the One-Year Action Plan. The specific purpose of this Contract and the Project Area is attached as **Attachment 1**, and in incorporated herein by reference.

Sec. 6. National Objectives and Eligibility. N/A

Sec. 7. Responsibilities of Contractor.

- Contractor shall perform the Scope of Services listed on **Attachment 4**.

Sec. 8. General Requirements to be performed by Contractor.

- A. Contractor shall attend all training opportunities offered by the City which may include, but are not limited to, any applicable HUD training programs as well as City provided compliance forum(s) that provide training on City contract requirements, an overview of CDBG and HOME regulations, financial management, performance measures, national objectives, and other requirements.

- B. Contractor shall use its best efforts to obtain all equipment and materials for use in the performance of its services under this Contract at the lowest possible cost and to purchase such equipment and materials by means of a system of competitive bidding whenever required by law, including the federal rules and regulations, or whenever practical.
- C. Contractor shall cooperate with all monitoring and evaluation activities conducted directly or 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.
- D. Contractor shall, 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 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.
- E. Contractor shall adopt and use generally accepted accounting principles in Contractor's operations.

Sec. 9. Method of Payment.

- A. The City will reimburse Contractor for actual and approved costs incurred in providing the services specified herein in accordance with **Attachment 3**, Budget, a copy of which is attached hereto and incorporated herein by reference. Contractor shall submit monthly requests for reimbursement to the City by the 15th day of the month following the month when the services were provided.
- B. 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 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.
- C. No request for payment will be processed unless:
 - 1. The request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
 - 2. Contractor has provided verification of payment through cancelled checks, bank statements, or electronic bank certification for the reimbursement being sought; and

3. Contractor has provided the department with designated persons authorized and responsible for signing checks, contracts, and reimbursements.
- D.** Contractor shall submit all invoices for final payment under this Contract within thirty (30) days after the date of completion of services set forth in the Term of Contract section.

Sec. 10. Budget Amendments. The Contractor shall request payment only as itemized in **Attachment 3**, Budget, and the cumulative total of all requests for payment by line item may not exceed the total of each major budget category without approval of the City. Requests to transfer funds between major budget categories shall be made on a form specified by the City and shall be effective upon approval of the City department administering the program.

Sec. 11. Notices. All notices required by this Contract shall be in writing sent to the following:

If to the CITY: City of Kansas City, Missouri
Attn: Darrell Everette, CPSM, MBA, CJP
Chief Procurement Officer
Procurement Services Division
414 East 12th Street, 1st Floor, Room 102 W
Kansas City, Missouri 64106
Phone: (816) 513-0798
Email: darrell.everette@kcmo.org

With copies to: Matthew J. Gigliotti, Esq.
City Attorney
Law Department of Kansas City, Missouri
414 East 12th Street, 23rd Floor
Kansas City, Missouri 64106
Phone: (816) 513-3153
Email: matthew.gigliotti@kcmo.org

If to the CONTRACTOR: University of Missouri-Kansas City
School of Law
Jeffrey Thomas, Associate Dean
500 E. 52nd Street
Kansas City, MO 64110
Telephone: (816) 235-1644
Email: thomasje@umkc.edu

All notices are effective when:

- a)** delivered in person,
- b)** upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail,
- c)** upon receipt after dispatch by registered or certified mail, postage prepaid, **d)** on the next business day if transmitted by overnight courier (with confirmation of delivery), or

e) three business days after the date of mailing, whichever is earlier.

Sec. 12. 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 Contract between City and Contractor with respect to this subject matter.

Sec. 13. 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. 14. Insurance.

A. A. The Curators of the University of Missouri has a self-funded program for its auto and general liability losses. The self-funded program is used to provide coverage for exposures and claims arising from the negligence of the University, its officers, agents, and employees, The auto and general liability program has a limit of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Reserves for the program are determined annually through actuarial study. The program is 'occurrence' based, versus 'claims-made'. The Curators of the University of Missouri are an approved Missouri self-insurer for Workers' Compensation coverage. All employees, including some student employees, part-time employees, and some volunteers are covered by Workers' Compensation. A specific fund its maintained, based on actuarial determination, to cover obligations arising from the Workers' Compensation Exposure. The University is required to maintain coverages as stated and notify the Party of a carrier change.

B. In no event shall the language in this section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

e negligent acts of City or any of its agencies, officials, officers, or employees.

Sec. 15. Obtaining Professional Services. Code Section 2-83, prohibiting contracts with certain attorneys, architects, engineers, and other professionals thereunder, shall apply to this Contract. Contractor shall not contract for professional services with any attorney who, at the time of the issuance of the contract, either in an individual or firm capacity, represents any party in litigation against City, exclusive of representation in municipal court, exclusive of those attorneys employed by a not-for-profit legal services corporation and exclusive of where City is named as a nominal party, where the litigation has been filed with the Contract of City and the party represented by the attorney, or where the council has otherwise waived this requirement. Contractor shall not contract for professional services with any architect, engineer, or other professional, exclusive of medical doctors or appraisers, who at the time of

the issuance of the Contract or during the course of employment with Contractor, serves as an expert witness for any litigation against City.

Sec. 16. Incorporation of Federal/State Laws and Regulations. Contractor shall administer and use the funds provided hereunder in conformance with all federal/state laws and regulations applicable to the use of those funds including but not limited to those laws and regulations which may be set forth in **Part II General Terms and Conditions** to this Contract. The federal/state laws and regulations applicable to the use of funds provided under this Contract including but not limited to those set forth in **Part II General Terms and Conditions** to this Contract are incorporated and made a part of this Contract by reference. Contractor agrees that it is its responsibility to obtain and familiarize itself with those laws and regulations. All laws and regulations incorporated into this Contract shall include all subsequent amendments.

Sec. 17. Certification. N/A

Sec. 18. Survival of Terms. The parties agree that if any term or provision of this Contract shall be subsequently held to be of no effect or unenforceable as a result of any legal proceedings, the remaining terms and provisions shall remain in effect.

Sec. 19. Civil Rights and Equal Opportunity Assurances.

- A. Non-discrimination in Employment. shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.
- B. Ban the box in Hiring and Promotion.
 - a. Pursuant to Section 38-104, City code Ordinance, shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness, and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.
 - b. Notwithstanding subsection (a), may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates for which a job will be filled.
 - c. This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state, or federal law or regulation.
- C. Title VI of the Civil Rights Act of 1964.

- a. Requires that no person in the United States shall, on the grounds of race, color, or national, or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source.
 - b. shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).
- D. Quality Services Assurance Act. If this Contract exceeds \$160,000, certifies will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri, at least, \$15 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, code of Ordinances or City has granted an exemption pursuant to the Quality Services Assurance Act.
- E. Anti-Discrimination Against Israel. If this Contract exceeds \$100,000 and employs, at least, ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
- F. Affirmative Action. If this Contract exceeds \$300,000 and employs fifty (50) or more people, shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration on the Contract. shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity, or age in a manner prohibited by Chapter 3 of City's Code. shall:
 - a. Execute and submit the City of Kansas City, Missouri Civil Rights and Equal Opportunity (CREO) Department Affirmative Action Program Affidavit warranting that the has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
 - b. Submit, in print or electronic format, a copy of 's current certificate of compliance to the City's CREO Department prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, does not possess a current certification of compliance, shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has

already been submitted to CREO at any point within the previous two (2) calendar years.

- c. Require any Sub awarded a subcontract exceeding \$300,000 to affirm that Sub has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- d. Obtain from any Sub awarded a subcontract exceeding \$300,000 as copy of the Sub's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Sub does not possess a current certificate of compliance, shall obtain a copy of the Sub's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's CREO Department to enforce this provision. If fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled, or suspended, in whole or in part, and may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

G. Compliance with Laws. Contractor shall comply with all federal, state, and local laws, ordinances and regulations applicable to the work and this Contract. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Contract.

H. Prevailing Wage. N/A

THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS

PART II
GENERAL TERMS & CONDITIONS

Sec. 1. Indemnification:

- A. Definitions.** For purposes of this Section only, the following terms shall have the meanings listed:
1. **Claims** means all claims, damages, liability, losses, costs and expenses, court incurred by the CITY in the enforcement of this indemnity obligation.
 2. **CONTRACTOR's Agents** means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
 3. **CITY** means CITY, its Agencies, its agents, officials, officers, and employees.
- B.** CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- C.** To the extent permitted by law and without waiving sovereign immunity, Contractor shall defend, indemnify, and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by Contractor or Contractor's Agents, regardless of whether caused in part by any act or omission, including negligence, of City. Contractor is not obligated under this Section to indemnify City for the sole negligence of City.
- D.** Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Contract.
- E.** In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 2. Indemnification for Professional Negligence.

If this contract is for professional services, to the extent permitted by law and without waiving sovereign immunity, Contractor shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, arising out of any negligent acts or omissions in connection with this Contract, caused by Contractor, its employees, agents subcontractors, or caused by others for whom Contractor is liable, in the performances of professional services under this Contract. Contractor is not obligated under this section to indemnify City for the negligent acts o City or any of its agencies, officials, officers, or employees.

Sec. 3. Independent Contractor.

Contractor is an independent contractor and is not City's agent. Contractor has no authority to take any action or execute any documents on behalf of City.

Sec. 4. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts

located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 5. Compliance with Laws.

Contractor shall comply with all federal, state, and local laws, ordinances and regulations applicable to the work and this contract.

Sec. 6. Termination for Convenience.

- A. City may, at any time upon fifteen (15) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part. If this Contract is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.
- B. If this Contract is terminated prior to Contractor's completion of services, all work or materials prepared or obtained by Contractor pursuant to this contract shall become City's property.
- C. If this Contract is terminated prior to Contractor's completion of the services to be performed hereunder, Contractor shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Contract. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within the (30) days of such date.

Sec. 7. Default and Remedies.

- A. If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach.
- B. If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.

Sec. 8. Waiver. Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant, or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 9. Modification

Unless stated otherwise in this Contract, no provision of this Contract may be waived, modified, or amended except in writing signed by the City.

Sec. 10. Headings; Construction of Contract.

The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine, or neuter, the same as if such words had been fully and properly written in that number or gender. In the event of any conflict between this Contract and any incorporated Exhibits, the provisions of this Contract shall control.

Sec. 11. Severability of Provisions.

Except as specifically provided herein, all of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds the valid provisions of this Contract are so essentially and inseparable connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 12. Records.

- A. For purposes of this Section:
 - 1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.
 - 2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.
- B. CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.
- C. The books, documents, and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

Sec. 13. Tax Compliance. If the CITY's payments to CONTRACTOR exceed \$160,000.00 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of

Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

Sec. 14. Assignability and Subcontracting.

- A. Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractors from subcontracting as otherwise provided for herein.
- B. Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions, or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 15. Conflicts of Interest.

Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Contractor in this Contract.

Sec. 16. Buy American Preference. It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 17. Employee Eligibility Verification. CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to

establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those CONTRACTORs enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

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: _____

**ATTACHMENT 1
PURPOSE OF CONTRACT, NATIONAL OBJECTIVES, ELIGIBILITY & MAP OF
PROJECT AREA**

ATTACHMENT 1

PURPOSE OF CONTRACT

Purpose:

The purpose of this contract is to increase tenant access to legal representation in eviction and other proceedings related to rental housing.

Eligibility:

- A person, not the legal property owner, legally occupying a residential building or portion thereof as a rental or living unit.
- An occupant who is legally living in or using a premise or residential property they do not own.
- An occupant who is legally living in or using a premise or residential property they partially own through cooperative housing.
- A person who is a lessee and rents residential land or property from a lessor.
- A person under a contract for deed, a mutually agreed upon verbal agreement, rent-to-own agreement, or comparable executory agreement, where the purchaser resides in the premises and is not the legal property owner of record, unless any such instrument or affidavit of equitable interest which specifically identifies the instrument is properly executed and filed of record with the recorder of deeds for the applicable county and a file-stamped copy thereof, along with a copy of the referenced instrument is provided to the director.

**ATTACHMENT 2 – LOW INCOME GUIDELINES
FY 2023 Income Limits Summary**

FY 2023 Income Limit Area	Median 4-Person Family Income	FY 2023 Income Limit Category	Persons in Family							
			1	2	3	4-Person Limit	5	6	7	8
Kansas City, MO-KS HUD Metro FMR Area	\$104,600	Extremely Low (30%) Income Limits*	\$ 21,550	\$ 24,600	\$ 27,700	\$ 30,750	\$ 33,250	\$ 35,700	\$ 381,450	\$ 40,600
		Very Low (50%) Income Limits	\$ 35,900	\$ 41,000	\$ 46,150	\$ 51,250	\$ 55,350	\$ 59,450	\$ 63,550	\$ 67,650
		60% Income Limits	\$ 43,080	\$ 49,200	\$ 55,380	\$ 61,500	\$ 66,420	\$ 71,340	\$ 76,260	\$ 81,180
		Low (80%) Income Limits	\$ 57,400	\$ 65,600	\$ 73,800	\$ 82,000	\$ 88,600	\$ 95,150	\$ 101,700	\$ 108,250
		Median Income	\$ 66,410	\$ 81,360	\$ 92,980	\$ 104,600	\$ 113,020	\$ 121,370	\$ 129,720	\$ 137,690

NOTE: Jackson County is part of the **Kansas City, MO-KS HUD Metro FMR Area**, so all information presented here applies to all of the **Kansas City, MO-KS HUD Metro FMR Area**. HUD generally uses the Office of Management and Budget (OMB) area definitions in the calculation of income limit program parameters. However, to ensure that program parameters do not vary significantly due to area definition changes, HUD has used custom geographic definitions for the Kansas City, MO-KS HUD Metro FMR Area.

The **Kansas City, MO-KS HUD Metro FMR Area** contains the following areas: Johnson County, KS; Leavenworth County, KS; Linn County, KS; Miami County, KS; Wyandotte County, KS; Caldwell County, MO; Cass County, MO; Clay County, MO; Clinton County, MO; Jackson County, MO; Lafayette County, MO; Platte County, MO; and Ray County, MO.

Income Limit areas are based on FY 2022 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2022 Fair Market Rent documentation system.

ATTACHMENT 3 – BUDGET

** Contractor acknowledges that it will not request reimbursement from CDBG funds for expenditures incurred in conjunction with the preparation of audits under 2 CFR Part 200, unless it has expended more than \$750,000 in federal funds during the fiscal year which is the subject of the audit. Such requests must be included within the itemized budget.*

ATTACHMENT 2

BUDGET

Category 1		Attorney Salaries, Taxes and Benefits		
Role	Number	Annual	Total	
Senior Attorneys	2.5	\$ 105,000	\$ 262,500	
Staff Attorneys	2.5	\$ 93,000	\$ 232,500	
Truman Fellows	2.5	\$ 54,000	\$ 135,000	
Student Workers	4	\$ 6,000	\$ 24,000	
Total	11.5	\$ 258,000	\$ 654,000	

Category 2		Administration		
Line Item	Monthly	# of months	Total	
Assoc. Dean - Oversight	\$ 1,000	12	\$ 12,000	
Administration Fee - current	\$ 6,000	12	\$ 72,000	
Administration Fee - full staff	\$ 3,000	6	\$ 18,000	
Total			\$ 102,000	

Combined Total		
Category 1	Attorney Salaries, Taxes and Benefits	\$ 654,000
Category 2	Administration	\$ 102,000
Grand Total		\$ 756,000

ATTACHMENT 4 – SCOPE OF SERVICES

ATTACHMENT 3

SCOPE OF SERVICES

Contractor shall perform the following Scope of Services:

- Under this contract, Tenant's Right to Counsel, University of Missouri-Kansas City School of Law will provide representation to tenants facing eviction in Kansas City. All tenants sued by their landlords will be notified of their right to an attorney through city mailings and through the courts. The University of Missouri-Kansas City School of Law will provide training to its attorneys carrying out the program pursuant to 35-22(b)(4) of the ordinance.
- Contractor will provide high-quality legal representation within the covered areas to individuals involved in all covered proceedings immediately after the tenant enrolls in Right to Counsel services and the case is assigned. The representation will last at least until such time as the case is dismissed, judgment is otherwise issued, or the attorney withdraws for reasons permitted or required under the professional rule of conduct.^a
- City will provide written notification of the Program to a tenant within 10 days of eviction filing, with instructions on how to access it.
- Contractor will ensure all tenants who face a covered proceeding are provided access to legal representation from the Program regardless of race, religion, national origin, sex, mental or physical disability, marital status, familial status, yearly income, age, sexual orientation, gender identity, gender expression and ethnic background.

^a Contractor may decline cases where the tenant applied for assistance but cannot be reached, where the tenant lives outside of Kansas City, Missouri, or where tenant's trial is scheduled within three business days from the date of the application to the Right to Counsel program.

ATTACHMENT 5 – PERFORMANCE STANDARDS

ATTACHMENT 4

PERFORMANCE STANDARDS

The University of Missouri-Kansas City School of Law will carry out right to counsel services to those tenants that are facing eviction in Kansas City, Missouri. The University of Missouri-Kansas City School of Law will devote up to nine full time attorneys, including a supervising attorney. The attorneys shall provide zealous representation to each tenant, maintain good communication with each tenant, and shall document each case for reporting purposes. Each attorney is expected to handle approximately 100 cases per year (approximately 8-10 per month), capped at 120 annually (approximately 10 per month) to ensure attorney competence. In addition to caseload numbers, the assignment process will take into consideration any regulations, ethical rules, or other legal requirements, such as the LSC regulations, that may make particular assignments inappropriate. The University of Missouri-Kansas City School of Law attorneys may only withdraw from cases where doing so complies with the professional rules of conduct.

ATTACHMENT 6 – REPORTS

ATTACHMENT 5

REPORTS

On the 20th of each month, contractor is required to submit the following reports:

- The number of individuals who participated in a covered proceeding.
- The number of individuals who received legal representation disaggregated by the following characteristics of such individuals:
 - A. Postal code of residence
 - B. Age of head of household
 - C. Household size
 - D. Racial and political ethnic identity
 - E. gender and sex identity
 - F. Estimated length of tenancy
 - G. Approximate household income
 - H. Tenancy in rent-regulated housing
 - I. Tenancy in housing operated by the Housing Authority of Kansas City
 - J. Survey results indicating satisfaction of representation service and process
 - K. Postal code of residence post-hearing

Outcomes immediately following the provision of full legal representation, as applicable and available, including, but not limited to:

- The number of case dispositions where a case was dismissed or was otherwise decided substantially in favor of the tenant.
- The number of case dispositions where judgment for possession in favor of property owner was entered.
- The number of case dispositions where a stipulation agreement, or other similar agreement, was made preventing the entry of judgment for a possession.
- The number of case dispositions where a stipulation agreement, or other similar agreement, was made providing a tenant with an opportunity to vacate a judgment for possession at a later date.
- The number of case dispositions where a tenant was required to vacate a residence but was provided additional time to vacate and, in such cases, the amount of additional time provided to such tenants.
- The number of case dispositions that otherwise resulted in a tenant vacating a residence prior to the end of their lease term.
- Instances where an attorney was discharged or withdrew.
- Orders for possession filed in county court, writs of restitution issued in county court in forcible entry and detainer proceedings, and residential evictions conducted by the county sheriff.
- Provide a list of participants, omitting personal identifiers, that participated in the program.

Contractor is required to submit a yearly report, no later than September 1, 2023, with the total number of participants for the year, as referenced in Section 35-23 (c), ordinance 211067.

Civil Rights & Equal Opportunity Department
Economic Equity & Inclusion
Contract Goals Request

Date: July 26, 2023
Form Prepared By: Sarah Cecil

Contract/Project Number: 2023-0018	Project Name: UMKC
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Owning Department: Housing Department	Project Manager: Tiffany Drummer
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Funding: City State Federal CO-OP Grant: Other: Right to Council

Project Requirements: M/WBE DBE Section 3 N/A

Tax Incentive: LCRA TIF PIEA N/A Other:

Prevailing Wage: Yes No

Davis-Bacon: Yes No

Presenting to Council¹: Yes No

Construction Employment Program: Yes: Workforce employment goals are 10% minority hours & 2% female hours. This project is estimated at over 800 work hours and over \$300,000.
 NO: This project is estimated at less than \$300,000 and no more than 800 work hours.

Estimated Number of Project Days: N/A	Anticipated Solicitation Date:
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Contract Type:

Construction Design-Build Design Professional Professional Services

General Service Concession Other Goods & Services Non-Municipal Agency

Co-Operative Revenue Sharing Facilities Maintenance/Repair/Renovation

Other:

Description of Contract (Provide Details):

The Purpose of this contract is to increase tenant access to legal representation in eviction and other proceedings related to rental housing. HCDD is requesting this contract be exempt from goals due to having a sole source solicitation waiver. There are no subcontracting opportunities due to funding being used to pay for current staff already with the firm only. Estimated contract amount is \$756,000.

Pursuant to RSMo. Section 610.021(11) & (12) documents related to bids will not be made available until bids are completed.

This document is submitted with all available facts. Intentionally falsifying this document or omitting pertinent facts is grounds for disciplinary action pursuant to KCMO Human Resources Rules & Policy Manual (eff. August 4, 2014).

FOR GENERAL SERVICES DEPARTMENT (PROCUREMENT) USE ONLY:

Reviewed CREO Annual Goal Manual? Yes No

Waiver being applied? Yes No Type:

According to CREO Annual Goal Manual, the Goals for this project are:

_____ % MBE	_____ % WBE	_____ % DBE
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Electronic Record? Yes No

GSD Signature: _____ Date: _____

FOR CIVIL RIGHTS & EQUAL OPPORTUNITY DEPARTMENT (CREO) USE ONLY:

Reviewed CREO Annual Goal Manual? Yes No N/A

The following Goals are approved for this Project:

_____ % MBE	_____ % WBE	_____ % DBE
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No Goals are set for this Project Waiver Approved Waiver Denied

Reason for Wavier: Public Service. No subcontracting opportunities. Sole source waiver.

Electronic Record? Yes No

CREO Signature: Mark Runge Date: 7/27/2023

DocuSigned by: 6AFEC964B03641A...



Solicitation Waiver Kansas City Code Section 3-7

DATE: 7/19/2023

TO: Keely Golden, Procurement Manager

FROM: Melissa Kozakiewicz, Interim Director


SUBJECT: Solicitation Waiver Procurement- University of Missouri-Kansas City, Right to Counsel program

It is recommended that in accordance with Code Section 3-3, the solicitation requirements of Code Section D number 5 to contract with the University of Missouri-Kansas City, School of Law (Contractor) for the purpose of increasing tenant access to legal representation in eviction and other proceedings related to the rental housing program. The contractor is the only legal service provider available to provide access to an adequate number of legal fellows, with staff attorney and senior attorney oversight. They are an active non-profit partner of the current Right to Counsel program and provide additional capacity and oversight to the program.

There is not another service provider in the region who provides access to legal fellows and senior attorney oversight at the capacity that the University of Missouri-Kansas City, School of Law can. We are requesting to enter into a contract with the University of Missouri-Kansas City, School of Law to services and lawyer training for the Right to Counsel program.

The total cost of the service is \$756,000.

If you have any questions, please contact Kyle Elliott at 816.513.3007.

DocuSigned by:

 962EF66B6BCE461...

7/24/2023

Melissa Kozakiewicz, Interim Director

Date

CC: City Manager

DocuSigned by:

 Keely Golden

7/24/2023