

**NON-MUNICIPAL AGENCY
FUNDING AND SERVICES CONTRACT
CONTRACT NO. LA16
NEIGHBORHOODS AND HOUSING SERVICES DEPARTMENT**

THIS CONTRACT is made and entered into this 1st day of May, 2016 between **KANSAS CITY, MISSOURI**, a constitutionally chartered municipal corporation (City), and **Legal Aid of Western Missouri** (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. This Contract shall begin on May 1, 2016 and shall end no later than April 30, 2017. The Director is authorized to enter into an amendment to extend the term of this Contract and time of performance for this Contract.

Sec. 2. Compensation.

A. Maximum Compensation. The maximum amount that City can pay Contractor under this Contract is \$669,764 pursuant to 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 within 10 business days.

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. 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 shown as **Attachment 2 – Line Item Budget**.

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 the 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.

Sec. 3. Responsibilities of Contractor.

A. Contractor shall perform the **Scope of Services on Attachment 1**.

Sec. 4. Notices. All notices required by this Agreement shall be in writing sent to the following:

City: John A. Wood, Assistant City Manager/Director
Neighborhoods and Housing Services Department
414 E. 12th Street, 4th Floor
Kansas City, MO 64106
Phone: (816) 513-6594
Facsimile: (816) 513-3201
John.A.Wood@kcmo.org

Contractor: Gregg Lombardi, Executive Director
Legal Aid of Western Missouri
1125 Grand Blvd, Suite 1900
Kansas City, MO 64106
Phone: (816) 474-6750
Facsimile: (816) 474-9751
E-mail address: glombardi@lawmo.org

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. 5. 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. 6. 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. 7. 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 unless City approves in writing the Contractor's Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 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 \$2,000,000.
- 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 \$2,000,000.

B. The Commercial General 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. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

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

D. Contractor's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant

to Sections 1 and 2 of Part II. If the coverage afforded is cancelled or changed or its renewal is refused, Contractor shall give at least thirty (30) days prior written notice to CITY. 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.

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 of law.

Sec. 8. 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 – Scope of Services

Attachment 2 – Line Item Budget

Attachment 3 – Certificate of Insurance

Attachment 4 – Affirmative Action/Human Relations Letter

Attachment 5 – Revenue Clearance Letter

Attachment 6 – Contractor Board Resolution

Attachment 7 – Contractor Organizational Chart

Sec. 9. Replacements to Part II, Standard Terms and Conditions. The following section(s) of Part II, Standard Terms and Conditions of this Contract are hereby deleted and in lieu thereof, the following are hereby inserted:

Sec.11. Records and Audit Requirements

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 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. If Contractor or any Contractor's affiliates receives \$100,000.00 or more in one year, the following subsections shall apply:

- (1) Financial Audit by CPA. Contractor shall engage a CPA to conduct an audit or audits. Contractor shall require the CPA to promptly furnish the City Manager with a copy of the audit or audits, copies of any management letters, and copies of the Contractor's responses to management letters without the need for a special request. Contractor shall require its auditor to respond truthfully to inquiries made by the City Manager and the City Auditor directly to the Contractor's auditors; and
- (2) Reports of Internal Controls. Contractor shall engage a professional qualified (the Professional) to analyze the agency's internal control structures. Contractor shall require the Professional to promptly furnish the City Manager with a copy of the analysis without the need for a special request. Contractor shall require its Professional to respond truthfully to inquiries made by the City Manager and the City Auditor directly to Contractor's Professional; and
- (3) Annual Fiscal Report. Contractor shall provide its annual fiscal report to the City no later than six months after the end of the Contractor's fiscal year.

D. The City may review Contractor's files in regard to services performed under this Agreement at any time upon reasonable notice. Said review will be done during normal business hours. Contractor must deliver all files requested by the City. The Contractor, however, may provide copies of the files 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 such confidential client information.

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): _____

CONTRACTOR

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

Contractor: _____

By: _____

Title: _____

Date: _____

(Affix Corporate Seal)

KANSAS CITY, MISSOURI

By: _____

Title: _____

Date: _____

Approved as to form:

Assistant City Attorney

(Date)

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.

Director of Finance