

**NON-MUNICIPAL AGENCY
CONTRACT
CONTRACT NO. EV2980
GENERAL SERVICES DEPARTMENT**

THIS CONTRACT is made and entered into this 1st day of May, 2022 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, 2022 and shall end no later than April 30, 2023. The Manager of Procurement Services 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 the City can pay Contractor under this Contract is \$471,792.00 (Four Hundred Seventy-One Thousand Seven Hundred Ninety-Two Dollars & 00/100 Cents) pursuant to the budget approved by City. Contractor shall invoice City quarterly 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.

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 **Scope of Services on Attachment 1.**

Sec. 4. Notices. All notices required by this Agreement shall be in writing sent 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: Alicia M. Johnson
Executive Director
Legal Aid of Western Missouri
4001 Dr. Martin Luther King Jr. Blvd, Suite 300
Kansas City, MO 64130
816-474-1413, ext. 5247
ajohnson@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

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.10. 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): _____

(Affix Corporate Seal)

KANSAS CITY, MISSOURI

By: _____

Title:

Date: _____

Approved as to form:

Associate City Attorney (Date)

CONTRACTOR

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

Contractor: _____

By: _____

Title: _____

Date: _____

ATTACHMENT A 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 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 Services Department, to represent nonprofit organizations in "clearing" title exceptions to real property, which the organization wishes to acquire for the development of low- or 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) initiatives by responding to problem properties in need of legal remedies identified herein, with the intention of seeking problem property remedies that promote neighborhood safety and support stabilization. Collaborate with the City, 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, including assistance with the City's Quiet Title Program as noted below:
 1. In certain neighborhoods, e.g., Key Coalition, Blue Hills, etc.;
 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;
 - viii. Offer beneficiary deed and title clearance assistance as needed for individuals/families living in family homesteads to ensure long-term, stable ownership.
 - ix. Lead at least two information sessions or legal clinics per year (in-person or virtual) on services such as beneficiary deeds, title defects, and property tax credits, in order to address current gaps in protection for residents and prevent future abandonment.
 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. The provisions of this section shall not apply to software programs created or revised by Contractor on its case management systems, including those on the FileMaker and PIKA software platforms.
- 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 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 fifty-seven (57) 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 57 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 57 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 57 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 or Deputy Director of Neighborhoods Services (NSD), 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. 30 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 beneficiary deeds and/or title issues.

C. Required reports. Contractor shall submit:

1. An itemized list of City-owned property utilized by the Contractor under this Contract.
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 annually by May 15th and shall be submitted prior to the final payment of funds under this Contract.

**ATTACHMENT B
LINE ITEM BUDGET**