

**COOPERATIVE AGREEMENT**  
**COMBAT Grant Match**

(January 1, 2018, through December 31, 2018)

AN AGREEMENT by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County, hereinafter referred to as "the County," and **12TH STREET HERITAGE DEVELOPMENT CO 2124 E 12TH ST KANSAS CITY, MO 64127**, (a Missouri not-for-profit corporation), hereinafter referred to as "Organization."

WHEREAS, the voters in Jackson County approved and renewed a quarter cent sales tax for the purpose of providing revenue to combat illicit drug use and violent crime in our community; and,

WHEREAS, the voters and the Jackson County Legislature authorized the County Executive to contract with qualified not-for-profit community organizations to fund programs or services for the purpose of treating or preventing illegal drug use, drug-related offenses, and/or violence; and,

WHEREAS, Organization has been awarded a grant by **City of Kansas City, Missouri**; and,

WHEREAS, COMBAT Administration has carefully reviewed the Organization's proposal for 2018 funding; and,

WHEREAS, the Jackson County Legislature's Anti-Drug Committee has recommended the expenditure of **\$80,000.00**, of COMBAT Anti-Drug Sales Tax funds (hereinafter referred to as "COMBAT funds") to provide a local match to Organization's grant award;

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and Organization respectively promise, covenant and agree with each other as follows:

1. **Services.** Organization shall use COMBAT funds solely for the purpose of providing substance abuse treatment, drug prevention, and/or violence prevention services, as is more fully set forth in Organization's proposal; and,

Organization shall collaborate and cooperate with COMBAT Administration in its efforts to provide for the substance abuse and/or violence prevention needs of those who are returning to Jackson County from correctional institutions; and,

Organization has agreed to use COMBAT funds only as set forth in Exhibit A, Budget and Pricing Page, attached hereto.

2. **Payment.** The County agrees to pay to the Organization a total amount not to exceed **\$80,000.00**. Upon execution of this contract, an advance payment equal

**FILED**  
MAY 22 2018  
MARY JO SPINO  
COUNTY CLERK

to one-quarter of the contract amount, totaling **\$20,000.00** will be submitted to Organization.

This award is contingent upon collection of sales taxes as budgeted at the time of the contract award. If COMBAT funds are reduced, contractor will be informed of necessary contract revisions, as provided for in this Agreement.

Additionally, Organization understands that no payment shall be made under this Agreement until Organization's 2017 COMBAT contract has been fully reconciled, if applicable.

Organization agrees to submit monthly expense reports and an Annual Report on forms provided by COMBAT Administration by the 20<sup>th</sup> of the month following month's end. All payments will be processed within 30 days of receipt of invoice, if the invoice is complete and accurate. All payments will be detained until the monthly program reports are received and accurate. Any reports that are incorrect will delay payment. The remaining contract amount will be paid in a monthly amount equal to:

- (1) 1/12<sup>th</sup> of the 2018 contract amount or
- (2) Expenses year to date, whichever is the lesser of the two.

The County reserves the right to audit all invoices and to reject any invoice for good cause. The County retains the right to deduct from an invoice of Organization any overpayment made by the County on a prior invoice. The County retains the right to make invoice corrections/changes. The County will not reimburse sales tax expense.

A final Program Report will be due by January 20, 2019. The final payment will not be processed until the agency's annual program report has been completely reconciled.

3. **Program Requirements.** All COMBAT Grant Match funded programs must adhere to the following:

- A. Organization must maintain a complete program expense file that reconciles to the invoices submitted to the COMBAT Administration.
- B. Organization must operate an evidence-based or research-based drug treatment, drug prevention or violent crimes reduction and/or prevention project that is supported by research and scientific theory.
- C. Organization must be a governmental agency or an agency chartered in the State of Missouri and have received an exemption from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code, and must provide such documentation to COMBAT Administration. Organization must have been in existence for two years prior to proposal submission (Statement of Contractor's Qualifications).
- D. Organization must notify COMBAT Administration in writing on Organization letterhead, within five working days of the following changes:

- a. Organization name, address, telephone number, administration, or board of directors
  - b. Organization funding that will affect the program under this contract
  - c. Liability insurance coverage
  - d. Management or staff responsible for providing services pursuant to this contract
  - e. Any proposed or actual merger or acquisition either taken by the Organization or towards the Organization
  - f. Changes to program and/or services, and the program's Logic Model and Outcome Measurement Framework chart.
- E. Organization must submit monthly invoices and program reports of activities in the format specified by COMBAT before payment will be processed for each month.
  - F. Organization must agree to accept referrals from the Jackson County Drug Court of the Non-Violence Alliance (NoVA), in which the Jackson County Prosecutor's Office is a participant, when requested.
  - G. Organization must send a representative to the COMBAT Awards program.
  - H. Organization must participate in other COMBAT sponsored activities as notified or requested.

4. **Annual Report/Other Documentation.** Organization shall submit annual reports and other documentation as requested by the County's Director of Finance and Purchasing, or by such other manager as designated in writing by the County Executive, to show that funds paid to Organization by the County were used for the purpose set forth in this Agreement. The annual report for 2018 shall be submitted no later than January 20, 2019.

5. **Evaluation Requirements.** Organization agrees that evaluative outcomes shall be given priority status. COMBAT Administration or its designee will monitor the Organization to assure that not only are the terms of this Agreement being fulfilled, but also to monitor the program's impact on drug use. The Organization agrees to participate in an effectiveness evaluation of the Organization's program objectives and an overall evaluation of specific core items, as required by the COMBAT Administration. Organization further agrees to utilize an agency specific evaluation document. Organization agrees to participate in and respond to periodic COMBAT Administration evaluations, assessments, and data inquiries.

The COMBAT Administration will evaluate Organization's performance periodically based on the Organization's monthly performance reports and compliance with contractual provisions. The County reserves the right to terminate this Agreement pursuant to paragraph 18 if the Organization does not meet stated performance measures and contractual requirements.

6. **Audit.** The County reserves the right to examine and audit the books and records of Organization pertaining to the finances and operations of Organization.

Organization agrees to establish and adopt such accounting standards and forms as may be recommended by the County's Financial Advisor prior to receipt of the County's first distribution of funds under the terms of this Agreement. The forms used to document the expenditure of these funds may be changed from time to time upon mutual agreement.

7. **Default.** If Organization shall default in the performance or observation of any term or condition herein, the County shall give Organization ten (10) days' written notice setting forth the default. If said default shall continue for ten (10) days after written notice thereof, the County may at its election terminate the contract and withhold any payments not yet made to Organization. Said election shall not in any way limit the County's right to sue for breach of contract.

8. **Submission of Documents.** No payment shall be made under this contract unless the contracting agency shall have submitted to COMBAT Administration (1) a written proposal setting out in detail the intended use of the County's funding, including the target population to be served; (2) a statement of the agency's total budget for its most recent fiscal year; and, (3) a detailed explanation of actual expenditures of County funds (pertains to final payments and payments on contracts for future years.) Any document described herein which was submitted to COMBAT Administration, as a part of an application for funding need not be resubmitted to qualify for payment. No payment shall be made if the contract agency is out of compliance on any County contract, including previous COMBAT contracts.

9. **Indemnification.** Organization shall indemnify, defend, and hold the County harmless from any and all claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) to the extent caused by the negligence or willful misconduct of Organization or its employees, agents or representatives.

10. **Insurance.** Organization shall maintain the following insurance coverage during the term of this Agreement.

- A. Organization shall maintain Commercial General Bodily Injury and Property Damage Liability insurance, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability. Organization agrees to name the County as Additional Insured on such policies, but only to the extent of Organization's negligence under this Agreement and only to the extent of the insurance limits specified herein.
- B. Organization shall maintain, if any motor vehicles are used in the performance of the Services, Commercial General Bodily Injury and Property Damage Liability insurance, and Automobile Liability insurance including owned, non-owned, or hired vehicles, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability. Organization agrees to name the County as Additional Insured on such policies,

but only to the extent of Organization's negligence under this Agreement and only to the extent of the insurance limits specified herein.

C. Organization agrees to provide the County with certificates of insurance evidencing the above described coverage prior to the start of Services, and annually thereafter, if required by the County. Such certificates shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty days advance notice to the County in the event of cancellation, non-renewal, or reduction in limits by endorsement.

11. **Standard of Care.** Organization shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by professionals operating under similar circumstances.

12. **Term.** The term of this Agreement shall commence as of January 1, 2018, and shall continue until December 31, 2018, unless sooner terminated pursuant to paragraph 7, 19, or 27 hereof.

13. **No Replacement Revenue.** It being recognized by the parties that the purpose of the COMBAT funds is to improve the quality and effectiveness of drug treatment and prevention services in Jackson County, it is therefore declared as the express intent of the parties that the services to be rendered hereunder shall be in addition to those deemed necessary and required to maintain the efficient and effective operation of Organization in its normal duties.

14. **Conflict of Interest.** Organization warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.

15. **Financial Contact.** Organization shall designate a fiscal representative to act as a liaison between the parties to resolve any problems, complaints, or special circumstances encountered in the billing of the services agreed upon here.

**12th Street Heritage Development CO**

Agency's Fiscal Representative

|                        |           |
|------------------------|-----------|
| <u>President/CEO</u>   | Title     |
| <u>Dwayne Williams</u> | Name      |
| <u>816-216-6242</u>    | Telephone |

16. **Informational Reporting.** A designated representative of the organization shall attend meetings of the County Legislature and COMBAT Administration activities when so requested by either entity.

17. **Publicity.** If Organization receives or obtains any media attention because of this project, Organization is required to acknowledge that funding for the

project is from COMBAT funds. Printed material involving this program shall contain the COMBAT logo and a COMBAT sign shall be posted at the program site(s) for the duration of the contract.

18. **Suspension, Termination, and Disqualification.** COMBAT may suspend the payment of funds based on a determination that:

A. The nature of deficiencies results in substantial probability of or actual jeopardy to individuals being served.

B. Serious or repeated incidents of abuse or neglect of individuals being served or violations of rights have occurred.

C. Fraudulent fiscal practices have transpired or significant and repeated errors in billings to COMBAT have occurred.

D. Failure to secure appropriate certification has occurred, including falsification or fabrication of any information used to determine compliance with requirements.

E. The nature and extent of deficiencies results in the failure to conform to the basic principles and requirements of the program or service being offered.

F. An organization has failed to comply with COMBAT and/or Jackson County requirements, or falsification of any information used to determine compliance has occurred.

G. An organization has failed to comply with the scope of work of contracted services.

19. **Termination.** Notwithstanding any other provision of this Agreement, this Agreement may be terminated for any reason or no reason by either of the parties upon thirty (30) days written notice to the party's designated fiscal representative. All services and payments shall continue through the effective date of termination. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or Organization may be entitled to receive as provided in this Agreement, or be obligated to perform under this Agreement for services prior to the date of termination. Should this Agreement terminate, all County written materials of any kind must be delivered and returned by Organization to the County within ten (10) days of the termination of this Agreement.

20. **Unspent Allocation.** Any appropriated funds under this Agreement not invoiced by Organization within 45 days from the expiration of this Agreement shall not be paid but shall remain in the COMBAT funds. These funds shall be subject to reappropriation. Such funds refer only to those funds that have not been committed for costs or purchases by purchase order, contract, or other formal documentation.

21. **Grant Funding.** If at any time during the term of this Agreement Organization's grant is terminated by **City of Kansas City, Missouri** or if Organization is otherwise found to be out of compliance with the grant's requirements, then this Agreement shall terminate and Organization shall promptly refund COMBAT funds to

the County. However, if this Agreement is terminated, Organization shall be entitled to receive just and equitable compensation for work completed pursuant to the requirements of the grant prior to the effective date of termination.

22. **Minority Hiring.** Organization shall have a twenty percent (20%) goal for minority hiring and employment regarding all positions funded out of the proceeds of COMBAT funds.

23. **Appropriation of Funds.** Organization and the County recognize that the County intends to satisfy its financial obligation to Organization hereunder out of funds annually appropriated for that purpose by the County. County promises and covenants to make its best efforts to appropriate funds in accordance with this Agreement. In the event no funds or insufficient funds are appropriated and budgeted, or are otherwise unavailable by any means whatsoever for payments due hereunder, County shall immediately notify Organization of this occurrence and this Agreement shall terminate on the last day for which appropriations were received, without penalty or expense to the County of any kind whatsoever, except as to the portions of the payment amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available, or at any time after the last date that County has paid for the Services, if earlier.

County further agrees:

- A. That any funds authorized or appropriated for services rendered under this Agreement shall be applied to the payments hereunder until all such funds are exhausted.
- B. That County will use its best efforts to obtain authorization and appropriation of such funds including, without limitation, the inclusion in its annual budget, a request for adequate funds to meet its obligation under this Agreement in full.

24. **Equal Opportunity Employment.** Organization shall maintain policies of employment as follows:

- A. Organization and Organization's subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. Organization shall take affirmative action as set forth to ensure that applicants are employed and employees are treated without regard to their race, religion, color, sex, age, disability, or national origin. Such action shall include, but not be limited, to the following: recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
- B. Organization and Organization's subcontractor(s) shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all

qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, disability, or national origin.

25. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, Organization assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Organization shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

26. **Inspection or Audits by the County.** The performance of this Agreement shall be subject to review by the County. The County Compliance Review Officer shall review this contract according to his responsibilities as set out in Chapter 6 of the Jackson County Code. Organization shall file annual compliance reports as required by the County Compliance Review Office. The County may provide to Organization a list identifying specific areas funded by COMBAT funds which are to be inspected or audited by the County, and the definition and scope of a review audit of each specific area indicated.

Organization shall conduct internal audits of each specific area identified and shall provide its findings to the County and/or COMBAT Administration. If the County and/or COMBAT Administration desire additional study, after the in-house audit provided above, the County and/or COMBAT Administration and Organization shall engage a mutually agreed upon outside auditing firm to conduct further audit of each specific area identified, and shall share the costs of the outside auditor equally. The County warrants that all books, records, accounts, and any other documents in the possession of the County relative to COMBAT funds are public records open for inspection in accordance with Chapter 610, RSMo.

27. **Remedies for Breach.** Organization promises, covenants, and agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and Organization's failure to so observe and perform in accordance with said Agreement represents and constitutes a breach of this Agreement. In such even, Organization consents and agrees as follows:

- A. That the County may without prior notice to Organization immediately terminate this Agreement; and,
- B. In addition to the foregoing, the County shall be entitled to collect from Organization all payments made by the County for which Organization has not yet rendered services in accordance with this Agreement, and may also be entitled to reasonable attorney's fees, court costs, and other expenses if it is necessary to bring legal action to recover such amount.



28. **Severability**. If any term of this Agreement is invalid, or incapable of being enforced by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

29. **Transfer and Assignment**. Organization shall not assign or transfer any portion or the whole of this Agreement without the prior written consent of the County.

30. **COMBAT Contact**. For the purpose of this Agreement, the COMBAT Administration, or person designated by COMBAT Administration, shall act as the COMBAT Contact. The COMBAT Contact shall be responsible for overseeing the performance of the services to be rendered under this Agreement. The COMBAT Contact shall be authorized to accept minor changes in services rendered as long as they are not material nor do they substantially alter the services to be performed. Any substantial or material changes in the services provided under this Agreement must be approved by the COMBAT Administration and the County.

31. **Organization Identity**. If Organization is merged or purchased by another entity, the County reserves the right to terminate this Agreement. Organization shall immediately notify the County in the event it is merged or purchased by any other entity.

32. **Incorporation**. This Agreement contains the entire understanding and agreement of the parties, and modifications hereto shall be enforceable only if in writing, signed by the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed this 22<sup>nd</sup> day of

May, 2018.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

By: W. Stephen Nixon  
W. Stephen Nixon  
County Counselor

By: Frank White, Jr.  
Frank White, Jr.  
County Executive

DEVELOPMENT CO  
ATTEST:

12TH STREET HERITAGE

Mary Jo Spino  
Mary Jo Spino  
Clerk of the County Legislature

By: Dwayne Williams  
Title: President/CEO

**REVENUE CERTIFICATE**

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, 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 of **\$80,000.00**, which is hereby authorized.

5/21/18  
Date

[Signature]  
Chief Administrative Officer  
Account No: 008-4405-56798

44052018001  
LA

EXHIBIT A:

12TH STREET HERITAGE  
RES: 19844

Name of Agency  
(January 1, 2018 – December 31, 2018)

| Budget Categories                                     | Proposed COMBAT Program Budget | Other funding amount | Name of other funding sources | Total Program Cost  |
|---|--------------------------------|----------------------|-------------------------------|---------------------|
| Personnel – Salaries                                  | \$70,000.00                    | \$80,000.00          | City of KCMO                  | \$150,000.00        |
| Fringe Benefits – <i>no more than 10% of Salaries</i> | \$2,000.00                     |                      |                               | \$2,000.00          |
| Program Operating Expenses:                           |                                |                      |                               |                     |
| Auditing/Accounting Services                          | \$3,000.00                     | \$2,500.00           | TSHDC                         | \$5,500.00          |
| Evaluation  |                                |                      |                               |                     |
| Postage   |                                |                      |                               |                     |
| Printing  |                                |                      |                               |                     |
| Meeting Expense                                       | \$500.00                       | \$500.00             | TSHDC                         | \$1,000.00          |
| Mileage (Local Travel)                                |                                |                      |                               |                     |
| Training  |                                |                      |                               |                     |
| Memberships   |                                |                      |                               |                     |
| Supplies  |                                |                      |                               |                     |
| Insurance   | \$1,000.00                     | \$2,000.00           | TSHDC                         | \$3,000.00          |
| Other*(Specify):                                      |                                |                      |                               |                     |
| Jackson County  |                                | \$30,000.00          | Jackson County                | \$30,000.00         |
|   |                                |                      |                               |                     |
|   |                                |                      |                               |                     |
| Indirect: <i>no more than 7% of total</i>             | \$3,500.00                     |                      |                               |                     |
| <b>TOTAL PROPOSED BUDGET</b>                          | <b>\$80,000.00</b>             | <b>\$115,000.00</b>  |                               | <b>\$195,000.00</b> |

**\*Other--Expenses in this category require approval from COMBAT**

1. Funds may not be used to provide capital improvements (Article 6, Section 23 of the Mo. Constitution).
2. Funds may not be used to pay salaries for functions that have traditionally been performed by volunteers.
3. Funds may not be used to pay rent, utilities, or equipment.

cl2018



**Neighborhood & Community Serv**  
 4TH FLOOR - CITY HALL  
 414 E. 12TH STREET  
 KANSAS CITY MO 64106

Kansas City, Missouri  
 Purchase Order

Dispatch via E-Mail

Vendor: 0000003054  
 TWELFTH ST HERITAGE DVLPMT CO  
 2124 E 12TH ST  
 KANSAS CITY MO 64127

|                       |                      |                 |             |
|-----------------------|----------------------|-----------------|-------------|
| <b>Purchase Order</b> | <b>Date</b>          | <b>Revision</b> | <b>Page</b> |
| DEP57-5700004581      | 06/01/2016           |                 | 1           |
| <b>Payment Terms</b>  | <b>Freight Terms</b> | <b>Ship Via</b> |             |
| Net 30 Day            | Destination          | Common Car      |             |
| <b>Buyer</b>          | <b>Phone</b>         | <b>Currency</b> |             |
| Golden, Keely         | 816/513-0812         | USD             |             |

Ship To: T54  
 NEIGHBORHOOD PRESERVATION  
 4TH FLOOR  
 4900 SWOPE PARKWAY  
 KANSAS CITY MO 64130-2806

Attention: Herron, Siretha

PO Number Must Appear On All Invoices

Bill To: 4TH FLOOR - CITY HALL  
 414 E. 12TH STREET  
 KANSAS CITY MO 64106

Submit Duplicate Invoice To Bill To Address

Tax Exempt? Y Tax Exempt ID: 12490466

Replenishment Option: Standard

| Line-Sch | Item/Description     | Mfg ID | Quantity | UOM | PO Price   | Extended Amt | Due Date   |
|----------|----------------------|--------|----------|-----|------------|--------------|------------|
| 1- 1     | Mowing/Weed Services |        | 1.00     | JOB | 235,880.46 | 235,880.46   | 05/24/2016 |

Schedule Total 235,880.46

Contract ID: EV2099-02

Contract Line: 0 Category Line: 0 Release: 3

Item Total 235,880.46

Total PO Amount 235,880.46

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this order is chargeable, 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 authorized.

Director of Finance

*Handwritten signature of Director of Finance*

Manager of Procurement Services

*Handwritten signature of Cedric Rowan, C.P.M.*

Acceptance of this Purchase Order is expressly limited to and conditional upon acceptance of the terms set forth as referenced below which terms cannot be altered or amended without the City's express written agreement of concurrence. Reference Instructions and Conditions, Form 1215-063



## MODIFICATION OF CONTRACT

|   |  |
|---|--|
| 1. Modification<br>No.: 3      Effective Date: 05-01-18   | 2. Contract<br>No.: EV2099-02      Effective Date: 05-01-15  |
| 3. SPO:      Keely Golden, CPPB<br>Telephone Number: (816) 513-0812   | 5. Supplier – Name and Address<br><br>12 <sup>TH</sup> STREET HERITAGE<br>DEVELOPMENT CORPORATION<br>Attn: DWAYNE WILLIAMS<br>2124 EAST 12 <sup>TH</sup> STREET<br>KANSAS CITY, MO 64127 |
| 4. Issued By<br><br><b>CITY OF KANSAS CITY, MISSOURI</b><br>Procurement Services Division<br>1st Floor, Room 102 W, City Hall<br>414 East 12 <sup>th</sup> Street<br>Kansas City, Missouri 64106-2793 |  |
| 6. <b>SPECIAL INSTRUCTIONS:</b> Retain this signed copy of the modification and attach it to the original contract that was previously provided by the Procurement Services Division.                 |  |
| 7. Description of Modification  |  |

### LAND BANK ABATEMENT SERVICES- OPTION #2

Contract **EV2099-02** is extended for one (1) month, at the current pricing, May 1, 2018 to May 31, 2018, the authority for which is contained in Sec. 2., Initial Terms of Contract and Additional periods, and Special Instructions and Conditions.

**Taxpayer Clearance Letter.** In accordance with City Ordinance No. 010461, if the City renews a contract, the Vendor shall provide new proof of tax compliance dated not more than ninety (90) days prior to the renewal date of the contract. Submission of this proof shall be a condition precedent to the City making the first payment under such renewal. This tax clearance letter may be obtained from the City's Revenue Division at (816) 513-1135 or (816) 513-1083.

All other Terms and Conditions of Contract **EV2099-02** remain unchanged.

8. City of Kansas City, Missouri

By: **Renee Medlin, CPPO**

*Renee Schumacher*

Procurement Manager

This Day: 04/21/2018

**CONTRACT FOR SERVICES  
STANDARD CITY CONTRACT  
AMENDMENT NO. 3**

**CONTRACT EV2099-02**

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and 12<sup>th</sup> Street Heritage Development Corporation (Contractor). The parties amend the Contract entered into on May 1, 2015, as follows:

**Sec. 1. Sections Amended.** The Contract is amended as follows: The not-to-exceed amount found in Section 3. Compensation, A. is being increased due to a growth in the assignment of properties under this contract. The rest of the compensation section remains intact with no changes.

Old Language

**Sec. 3. Compensation.**

- A. CITY shall pay CONTRACTOR on the following basis: per Attachment B: Land Bank Properties (only related to this neighborhood), Attachment C: cost breakdown, and will not exceed \$232,000.
- B. CONTRACTOR shall bill the City, in a form acceptable to the City, on the following basis: upon completion and acceptance of deliverables listed in Attachment A, Scope of Work.
- C. 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 obligations 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.

New Language

**Sec. 3. Compensation.**

A. CITY shall pay CONTRACTOR on the following basis: per Attachment B: Land Bank Properties (only related to this neighborhood), Attachment C: cost breakdown, and will not exceed \$235,880.46.

B. CONTRACTOR shall bill the City, in a form acceptable to the City, on the following basis: upon completion and acceptance of deliverables listed in Attachment A, Scope of Work.

C. 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 obligations 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. 2. Sections not Amended.** All other sections of the Contract shall remain in full force and effect.

**Sec. 3. Effectiveness; Date.** This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

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

**CONTRACTOR**

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

Date: 5-31-2016

By: Shwayne A Williams

Title: President/CEO


Date: 5/31/16

**KANSAS CITY, MISSOURI**

By: Renee Madlin

Title: Procurement Manager

Approved as to form:

  
Assistant City Attorney



STANDARD CITY CONTRACT

**MASTER CONTRACT FOR SERVICES - THE CITY OF KANSAS CITY, MISSOURI**

**CONTRACT NO.:** EV2099-02

**TITLE/DESCRIPTION:** LAND BANK ABATEMENT SERVICES- OPTION #02

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THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and 12<sup>th</sup> Street Heritage Development Corporation ("CONTRACTOR").

**Sec. 1. The Contract.** The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract;
- (b) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

|               |                                  |
|---------------|----------------------------------|
| Attachment A: | Scope of Work                    |
| Attachment B: | Land Bank Neighborhoods Awarded  |
| Attachment C: | Cost Breakdown                   |
| Attachment D: | City Support Escalation Contacts |

**Sec. 2. Initial Term of Contract and Additional Periods.**

- (a) **Initial Term.** The initial term of this Contract shall begin on May 1, 2015 and shall end on April 30, 2016. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) **Transition Term.** Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

**Sec. 3. Compensation.**

- A. CITY shall pay CONTRACTOR on the following basis: per Attachment B: Land Bank Properties (only related to this neighborhood), Attachment C: cost breakdown, and will not exceed \$195,000.

- B. CONTRACTOR shall bill the City, in a form acceptable to the City, on the following basis: upon completion and acceptance of deliverables listed in Attachment A, Scope of Work.
- C. 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 obligations 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. 4. Effective Date of Contract.**

- (a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- (b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.
- (c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

**Sec. 5. Invoices.**

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.
- (b) CITY shall not pay any Invoice from CONTRACTOR unless 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 to CITY from CONTRACTOR may be determined.
- (c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.
- (d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.

- (e) If CONTRACTOR is required to meet MBE/WBE goals for this Contract, CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Human Relations Department. CONTRACTOR shall remain current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports. CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR is current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.

**Sec. 6. Representations and Warranties of Contractor.** CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.
- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.

**Sec. 7. Survival of the Representations, Warranties and Covenants.** All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

**Sec. 8. 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. 9. Termination for Convenience.** CITY may, at any time upon thirty (30) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

**Sec. 10. 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. 11. 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. 12. Acceptance.** No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

**Sec. 13. 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. 14. Affirmative Action.** If this Contract exceeds \$300,000.00 and CONTRACTOR employs fifty (50) or more people, CONTRACTOR shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 38 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, CONTRACTOR warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. CONTRACTOR 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 38 of City's Code. CONTRACTOR shall:

- (a) Submit, in print or electronic format, a copy of CONTRACTOR's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, CONTRACTOR does not possess a current certification of compliance, CONTRACTOR shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- (b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, CONTRACTOR shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

CITY has the right to take action as directed by CITY'S Human Relations Department to enforce this provision. If CONTRACTOR fails, refuses or neglects to comply with the provisions of Chapter 38 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 CONTRACTOR 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.

**Sec. 15. Tax Compliance.** If the CITY's payments to CONTRACTOR exceed \$150,000.00 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. 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. Service of Process.** In addition to the methods of service allowed by the State of Missouri, CONTRACTOR hereby consents to service of process upon it by registered or certified mail, return receipt

requested. Service hereunder shall be complete upon CONTRACTOR's actual receipt of process or upon the CITY's receipt of the return thereof by the United States Postal Service as refused or undeliverable. CONTRACTOR must promptly notify the CITY, in writing, of each and every change of address to which service of process can be made. Service by the CITY to the last known address shall be sufficient. CONTRACTOR will have thirty (30) calendar days after service hereunder is complete in which to respond.

**Sec. 18. Notices.** All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY:                   City of Kansas City, Missouri  
  Procurement Services Division  
  414 East 12th Street, 1st Floor, Room 102 W  
  Kansas City, Missouri 64106  
  Attention: Cedric Rowan, Manager, C.P.M, Manager  
  Telephone: (816) 513-1592  
  Facsimile: (816) 513-1156

With copies to:                 William Geary, Esq.  
  City Attorney  
  Law Department of Kansas City, Missouri  
  414 East 12th Street, 28th Floor  
  Kansas City, Missouri 64106  
  Telephone: (816) 513-3118

If to the CONTRACTOR: 12<sup>th</sup> Street Heritage Development Corporation  
  Attn: Dwayne Williams  
  2124 East 12<sup>th</sup> Street  
  Kansas City, MO 64127

**Sec. 19. General Indemnification.**

- (a) 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 costs and reasonable attorneys' fees, including attorneys' fees 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, Land Bank of Kansas City, Missouri, its Agencies, its agents, commissioners, 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) 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 or not 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) 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. 20. Indemnification for Professional Negligence. RESERVED.**

**Sec. 21. Insurance.**

- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:
  - 1. Commercial General Liability Insurance Policy: 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 and Employers Liability Policies as required by Missouri law.
  - 3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy 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 this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
- (b) All insurance policies required in this Section shall provide that the policy will not be cancelled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.
  - (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY, Land Bank of Kansas City, Missouri and its agencies, agents, commissioners, 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.
  - (d) All insurance policies must be provided by Insurance 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 provide insurance in Missouri.
  - (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
  - (f) 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. 22. Interpretation of the Contract.**

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arms length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and



CONTRACTOR agree that CITY's Manager of Procurement Services shall resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement, in favor of the CITY and its taxpayers even if it will cost the CONTRACTOR more money and time. The decision of CITY's Manager of Procurement shall be final and conclusive if the Manager of Procurement Services acted in good faith.

- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement. CONTRACTOR certifies that CONTRACTOR has provided the CITY written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written resolution thereof by the CITY as embodied in this final Agreement is acceptable to CONTRACTOR.
- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.
- (d) CONTRACTOR knowingly and voluntarily agrees to this Section and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

**Sec. 23. Contract Execution.** This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

**Sec. 24. Guaranteed Lowest Pricing.** CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract.

**Sec. 25. 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 CONTRACTOR 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. 26. 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.

**Sec. 27. Emergencies.**

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.
- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR

personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.

- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

**CONTRACTOR**

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

Contractor: Twelfth Street Heritage  
By: Wayne A Williams  
Title: President / CEO  
Date: 5-1-2015

**APPROVED AS TO FORM**

Amelia McHenry      5/1/2015  
Assistant City Attorney      (Date)

**KANSAS CITY, MISSOURI**

By: Bonnie Medlin  
Title: Procurement Manager  
Date: 05/01/15

**ATTACHMENT A**  
**SCOPE OF SERVICES**

**1. OVERVIEW OF SERVICES**

The City has an abatement program through its' Neighborhood Preservation Division that allows suppliers to maintain and manage the Land Bank of Kansas City, Missouri and Homesteading Authority properties that are not already contracted by neighborhoods with geographic boundaries within the City limits of Kansas City, MO. The contracts with these neighborhoods are considered Option #1.

General abatement services for citizen-owned lots are not included in this RFQP scope. Prime contractors and their sub-contractors under this Option #2 contract are not eligible for any abatement solicitations/contracts where the supplier is required to haul trash/tires/appliances/yard waste.

In order to respond to this RFQP, you must select which neighborhood listed below in Attachment B that your company would like to be responsible for the abatement activities for. Multiple neighborhoods may be selected. The City will make the final determination on award of these neighborhoods based on supplier's capacity for the work, multiple suppliers requesting the same neighborhood and eligibility mentioned above.

**2. BACKGROUND**

The Nuisance Abatement Program is a program within the Neighborhood Preservation division. The program is designed to abate code violations that have been cited by the division. The goal of the program is to professionally and effectively remove the violations issued by the City through the use of contractors. The work will involve the following:

- mowing,
- stacking of tires,
- stacking of trash,
- movement of appliances,
- and other debris,

**3. DIVISION OF LAND BANK PROPERTIES FOR ABATEMENT SERVICES WORK DISTRIBUTION**

- 3.1 Any company is eligible for a contract to maintain the abatement of the Land Bank of Kansas City, Missouri /Homesteading Authority properties within the geographic boundaries of the Kansas City, MO, Jackson County, Missouri neighborhoods listed below in Attachment B.
- 3.2 Proposers must mark which neighborhoods in the pricing proposal that they are requesting to mow. All Land Bank properties within a given neighborhood must be mowed in order to request any given neighborhood.
- 3.3 Mowing Capacity and Award

- 3.3.1 CITY will look at items in Section 10 above to determine mowing capacity.
- 3.3.2 CITY reserves the right to request a list of mowing equipment.
- 3.3.3 If more than one Proposer requests the same neighborhood, CITY will review the proposals and mowing capacity against each other to determine the award.

#### 4. GENERAL REQUIREMENTS

- 4.1 Distribution of Work
  - 4.1.1 The subsequent contract will list the neighborhood/properties assigned under this contract. Any adjustments to this list will be approved via a contract amendment to correct/update the list.
- 4.2 Mowing Cycle
  - 4.2.1 The City hopes to authorize/fund five (5) mows under this contract depending on the budget. Additional mows may be added if necessary and funding is available. NPD staff will work with neighborhoods to determine the mowing cycle.
- 4.3 Completion Time Allowed for Assigned Addresses
  - 4.3.1 All work awarded under this proposal is required to be completed within 7 calendar days. The 7 day clock starts the day the work-orders are assigned. If the work is not completed within this timeframe, the City will consider the matter a performance issue and may remove future work from the supplier.
  - 4.3.2 If the citizen at the address refuses access to the property or becomes out of hand, the Supplier is required to notify their inspector immediately. This will allow the inspector to determine next steps on that address. NPD will respond to the Supplier within 4 business hours via phone or in person notifying them of whether to proceed on the current work order or of a cancellation. NPD will respond to the Supplier in writing via email within 1 business day for the Supplier's records.
- 4.4 Expectation of Work Week
  - 4.4.1 There are no set hours for work under this contract. However, Suppliers are required to work whatever hours and days of the week that are necessary to meet the mowing cycle requirements. Weekend hours may be necessary.
- 4.5 Process for Turning Back in Addresses

- 4.5.1 If a Supplier determines that there is no work to be done at an address as it has been purchased and needs to be removed from the list, notification to City staff will need to occur to make the correction.
- 4.5.2 If a Supplier determines that the work necessary differs substantially from the work-order, the Supplier will notify NPD as stated above for corrections to the work-order.
- 4.6 Monthly Reporting Requirements
  - 4.6.1 Suppliers are required daily to submit a schedule by 8 a.m. on the first Monday of the month listing which addresses will be abated that month. Schedules are required to be emailed to NG-Abatement@kcmo.org. NPD will respond via email within four business hours confirming receipt of Supplier email.
  - 4.6.2 A spreadsheet will be provided to suppliers at the beginning of the contract listing all properties they are responsible for maintaining. This spreadsheet must be completed daily for any addresses worked on and submitted back to the City for verification and processing daily via email. Invoices cannot be submitted unless the spreadsheet has been submitted and accepted by the City.
- 4.7 Signage on Supplier Vehicles
  - 4.7.1 Suppliers are required to place a city approved sign on all vehicles which are at any address during abatement on that property stating "City of KCMO Supplier".
- 4.8 Invoices
  - 4.8.1 Invoices are required to contain the spreadsheet detailed above.
  - 4.8.2 Invoices must list properties abated for that invoice and which mowing cycle (one, two, etc...) the invoice is for.
  - 4.8.3 Invoices must have a unique invoice number. A date will not be an acceptable invoice number.
  - 4.8.4 Invoices must be submitted within 7 business days for review and payment. Any late invoices will not be paid.
- 4.9 Quality of Work
  - 4.9.1 If area cannot be mowed, then it must be cut with a weed-eater, or by hand.
  - 4.9.2 All right of ways must be abated properly, regardless of where on property they are.

**ATTACHMENT D  
CITY SUPPORT ESCALATION CONTACTS**

The CONTRACTOR's day to day point of contact for operational related issues is:

12<sup>th</sup> Street Heritage Development Corporation  
Dwayne Williams  
816-216-6242  
[Dawilliams61@aol.com](mailto:Dawilliams61@aol.com)

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The City's day to day point of contact for operational issues is:

Ted Anderson  
Manager, Land Bank  
816-513-9049  
[ted.anderson@kcmo.org](mailto:ted.anderson@kcmo.org)

Matt Keeney  
Land Bank  
816-513-9008  
[matthew.keeney@kcmo.org](mailto:matthew.keeney@kcmo.org)

Michael Patillo  
Land Bank  
816-513-9023  
[michael.patillo@kcmo.org](mailto:michael.patillo@kcmo.org)

The City's day to day point of contact for contract related issues is:

Keely Golden, CPPB  
Senior Buyer, Procurement Services Division  
816-513-0812  
[keely.golden@kcmo.org](mailto:keely.golden@kcmo.org)

Exhibit B

WORK AUTHORIZATION AFFIDAVIT

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **12th Street Heritage Development CO**, (Organization name) is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and **12th Street Heritage Development CO**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo)

Dwayne Williams  
Authorized Representative's Signature  
Pres. client / CEO  
Title

Dwayne Williams  
Printed Name  
5-18-18  
Date

Subscribed and sworn before me this 18th day of May, 2018. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 9-27-2020.

Charlotte A. Landry  
Signature of Notary

5-18-18  
Date

