

**TERM AND SUPPLY CONTRACT
(Title Services)**

A Term and Supply Contract, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County," and **CLEAR TITLE NATIONWIDE, INC., 12980 Foster St., Suite 140, Overland Park, KS 66213**, hereinafter called "Clear Title," is entered into on this 28th day of may, 2019.

WITNESSETH:

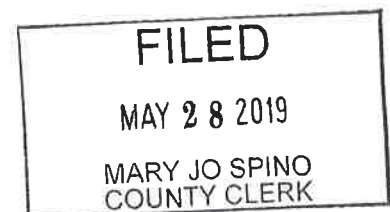
WHEREAS, the County's Director of Finance and Purchasing has solicited proposals on Request for Proposals (RFP) No. 14-19 for the purchasing of title search services; and,

WHEREAS, by Resolution 20149, dated April 29, 2019, the County Legislature did award a term and supply contract to Clear Title Nationwide, Inc., of Overland Park, KS, under the terms and conditions of RFP No. 14-19; and,

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

1. This Contract shall be effective on the date first above written and shall extend until the end of the **sixth** consecutive month from the date upon which it first took effect, unless it is sooner terminated in accord herewith.

2. Upon execution of this Contract, the County shall provide Clear Title with a list of fifty (50) parcels of real estate, identifying each by situs address, legal description,



and/or County parcel ID number. Thereafter, no later than close of business on May 28, 2019, Clear Title shall provide to the County, with respect to each such parcel, the report/commitment and all related documents described in paragraphs 3.1.1 and 3.1.2 of the excerpt from Clear Title's response to the County's RFP 14-19 consisting of six (6) pages, attached here to in Exhibit A, and incorporated herein.

3. Upon receipt of the deliverables from Clear Title referred to in paragraph 2 above, the County shall pay Clear Title a fee of \$237.46 per parcel.

4. Any modification to this Contract must be in writing signed by the County's Director of Finance and Purchasing.

5. The laws of the State of Missouri and Jackson County, Missouri govern this Contract.

6. This Contract shall be binding upon and to the benefit of the successor and assignees of the parties.

7. Clear Title is an independent contractor and shall defend indemnify and hold harmless the County for loss, damage or liability relating to this contract to the extent that such loss, damage, or liability results from the negligence or misconduct of Clear Title or its employees, agents or subcontractor.

8. The County reserves the right to terminate this Contract for any reason upon 14 days' written notice to Clear Title.

9. Pursuant to §285.530.2, RSMo, Clear Title assures that it does not

knowingly employ, hire for employment, or continue to employ any 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, Clear Title 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.

10. Clear Title warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefits from the profits or emoluments of this Contract.

11. This Contract, together with the County's RFP 14-19 and Clear Title's response thereto, incorporates the entire understanding and agreement of the parties. In the event of a conflict among the provision of any of these documents, the provision of the document listed first in the following order shall prevail: a.) This Contract; b.) Clear Title's response to the County's RFP 14-19; and c.) The County's RFP 14-19.

Signature Page to Follow


IN WITNESS WHEREOF, the parties hereto have executed this Agreement this

28th day of May, 2019.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

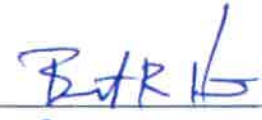

Bryan O. Covinsky
County Counselor


Bob Crutsinger
Director of Finance and Purchasing

ATTEST:

CLEAR TITLE NATIONWIDE, INC.


Mary Jo Spino
Clerk of the Legislature

By: 
Title: PRESIDENT
Federal ID No: 56-2382609

REVENUE CERTIFICATE

This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.

5-24-2019
Date


Director of Finance and Purchasing

Jackson County Missouri Proposal No. 14-19

Clear Title Nationwide, Inc.

12980 Foster Street, Suite 140

Overland Park, KS 66213

(913) 451-3608

Brett R Hart, President

(913) 484-1583

brett@mycleartitle.com

1. INTRODUCTION

- 1.1. Clear Title Nationwide Inc. ("Clear Title") is seeking to enter into a Six (6) Month Term and Supply for the furnishing of Title Services, to include title searches and issuance of commitments to owners and lenders for policies of title insurance from the Jackson County, Missouri Tax Sale.
- 1.2. Clear Title understands that delinquent land tax foreclosure sales are conducted in the County each year by the Sixteenth Circuit Court Administrator under and pursuant to the Land Tax Collections Law under Chapter 141 RSMO (the "Act"), in which real property parcels subject to a judgment of foreclosure obtained by the County for delinquent real property tax are sold pursuant to and to satisfy such judgment. In accordance with the Act, the County performs a title search for each such parcel and provides notice of such sale as required by law, including mailing, publication and posting, and the sale of a parcel at such sale is subject to judicial confirmation by the Sixteenth Circuit Court.
- 1.3. Clear Title understand that the Land Bank of Kansas City ("Land Bank") may acquire parcels by deemed sale for no cost and may acquire parcels by active bid sale for reduced cost in delinquent land tax foreclosure sales under the Act, and resells such parcels.
- 1.4. Clear Title understands that Jackson County will make available on or before May 1, 2019, a list of parcels (the "Parcels") for which title services are to be provided that are then scheduled for the delinquent land tax foreclosure sale to occur in August of 2019 in Kansas City, Missouri (the "Tax Sale"). The list will include the tax parcel number, name(s) of the owner(s), situs street address (if any) and legal description as then reflected in the tax records of Jackson County.
- 1.5. Clear Title understand that the number of such parcels is anticipated to range from 250 to 350.

2. AWARD REQUIREMENTS

- 2.1. Clear Title is licensed to insure titles in the State of Missouri and a copy of it's certification is attached to this application.
- 2.2. Clear Title is located in the Greater Kansas City Metropolitan Area.
- 2.3. Clear Title is a (Non-Certified) Woman Owned Business.

3. SCOPE OF SERVICES

- 3.1. Clear Title shall provide the following services:
 - 3.1.1. Clear Title will provide a search with all appropriate records and, prior to June 1, 2019, produce a Report/Commitment ("Title Commitment") to Jackson County for each Parcel for a per parcel fee sufficient to identify each owner of such Parcel as contemplated in subsection 5 of Section 141.540, RSMo ("Owner") and each such other party, if any, as have a legal or equitable interest filed of record in such Parcel ("Interested Party").
 - 3.1.2. Clear Title will provide to Jackson County, with each Title Commitment, Ownership and Encumbrance Report, electronic copies of all documents

referenced therein, including, without limitation, Deeds, Certificates of Dangerous Building, Deeds of Trust, Mortgages, and Court Orders.

- 3.1.3. within sixty (60) days after the Court Administrator's Deed for the Parcel, Clear Title will provide a Title Commitment that shall contain a commitment of the Respondent (1) to the County and the City and any designee of either to issue in accordance with a premium schedule authorized therefor under Missouri Department of Insurance regulations, an owner's policy of title insurance to any purchaser of the Parcel at the Tax Sale and a lender's policy of title insurance on such Parcel reflecting in the purchaser the title thereto described in subsection 2 of Section 141.570, RSMo without any exception for lack of or improper notice if the actions described in Schedule A, below (the "Notice Actions"), are taken with respect to such Parcel; (2) to the County and the City, unless they are ultimately the owner or lender, to not charge the County or the City any fee or other charge for such an owner's policy of title insurance or lender's policy of title insurance; and (3) to pay the County for all of its cost of conducting of Notice Actions up to an amount equal to Respondent's Research and Certification Fee hereunder.

- 3.2. Schedule A Clear Title agrees with the terms and processes laid out in Section 3.2 Schedule A

3.2.1. With respect to a Parcel, the term "Notice Actions shall mean:

- 3.2.1.1. Notice of the Tax Sale by First Class Mail mailed to each Owner and each Interested Party of the Parcel in the form and content and at the time as contemplated in Section 141.540, RSMo.
- 3.2.1.2. Notice of the Tax Sale by Certified Mail Return Receipt Requested to each Owner of the Parcel in the form and content and at the time as contemplated in Section 141.540, RSMo.
- 3.2.1.3. Notice of the Tax Sale by Certified Mail Return Receipt Requested to each Interested Party of the Parcel in the form and content and at the time as contemplated in Section 141.540, RSMo.
- 3.2.1.4. If the Parcel has an improvement value as then reflected on the County's tax records, notice of the Tax Sale mailed by First Class Mail addressed to "Occupant" at the address of the Parcel and mailed at the time contemplated for mailing of notices in Section 141.540, RSMo.
- 3.2.1.5. Publication of the notice of the Tax Sale as required under Section 141.540, RSMo.
- 3.2.1.6. Attempted personal service of the notice of the Tax Sale in accordance with Rule 54 of the Missouri Rules of Civil Procedure and in the form and content of the mailing required under Section 141.540, RSMo on each Owner and Interested Part of the Parcel that appear at the time of the Title Commitment in the records maintained by the County to be in the Kansas City, Missouri metropolitan area.

- 3.2.1.7. Posting of the Parcel as required in Section 141.51-0, RSMo, subject to adverse conditions of accessibility, including, without limitation, landlocked, hazardous or dangerous condition.
- 3.2.1.8. If the certified mail notice to an Owner described in subsection (2), above, is returned to the County by the postal authorities as undeliverable for any reason other than the receipt is refused by such Owner, and the personal service to such Owner described in subsection (6), above, is returned "non-est", notice of the Tax Sale by First Class Mail mailed to such Owner at such different address or to such successor thereto as may be disclosed by a search of the County records as contemplated in Section 141.540, RSMo:
- 3.2.1.9. If the certified mail notice to an Owner described in subsection (2), above, is returned to the County by the postal authorities as undeliverable for any reason other than the receipt is refused by such Owner, and the personal service to such Owner described in subsection (6), above, is returned "non-est", notice of the Tax Sale by Certified Mail Return Receipt Requested mailed to such Owner at such different address or to such successor thereto as may be disclosed by a search of the County records as contemplated in Section 141.540, RSMo.
- 3.2.1.10. If the certified mail notice to an Interested Party described in subsection (3), above, is returned to the County by the postal authorities as undeliverable for any reason other than the receipt is refused by such Interested Party, and the personal service to such Interested Party described in subsection (6) above, is returned "non-est", notice of the Tax Sale by First Class Mail mailed to such Interested Party at such different address or to such successor thereto as may be disclosed by a search of the County records as contemplated in Section 141.540, RSMo.
- 3.2.1.11. If the certified mail notice to an Interested Party described in subsection (3), above, is returned to the County by the postal authorities as undeliverable for any reason other than the receipt is refused by such Interested Party, and the personal service to such Interested Party described in subsection (6), above, is returned "non-est", notice of the Tax Sale by Certified Mail Return Receipt Requested mailed to such Interested Party at such different address or to such successor thereto as may be disclosed by a search of the County records as contemplated in Section 141.540, RSMo.

3.3. Clear Title agrees to offer to issue Owner's Policies of Title Insurance and Lender's Policies of Title Insurance.

- Clear Title's prices for a Title Policy that a purchaser
- Closing and Disbursement Fee \$245
- Owner's Title Insurance Fee \$350
- MO Closing Protection Letter Fee \$25

Research and Certification Fee \$237.46 (up to an amount equal to Clear Title's cost of per Parcel search fee)

Clear Title's price for a lender that would like to acquire a Lender's Title Policy on a Parcel searched through this Pilot Program will be as follows:

Closing and Disbursement Fee \$245

Lender's Title Insurance Fee \$350

MO Closing Protection Letter Fee \$25

Research and Certification Fee \$237.46 (up to an amount equal to Clear Title's cost of per Parcel search fee)

PLEASE NOTE: The Research and Certification Fee will be made payable to the County for an "Affidavit of Certification." For this fee, the County and the City will provide the following services to Clear Title: A signed and notarized "Affidavit of Certification," copy of Title Commitment used in determining the Scope of Notice Action, copies of supporting documents, and any and all communications in determining "good service" laid out in Section 3.2 Schedule A.

PLEASE NOTE: If an Owner's and Lender's Title Policy is issued in the same transaction, only one "Research and Certification Fee" will be charged.

4. Clear Title accepts and agrees to the PROPOSED FORMAT requirements listed below.
 - 4.1. Clear Title has provided an original plus five copies.
 - 4.2. All proposals and copies are double sided and minimize the use of binders and plastic covers, binder clips are the preferred way to separate copies.
 - 4.3. Proposals and copies shall be in an opaque envelope or box with this Request for Proposal name and number and the Respondent's name and address on the front.
 - 4.4. Request for Proposal Response Deadline and Delivery Instructions are on Page 1 of this Request for Proposal.
 - 4.5. Expenses and cost incurred in the preparation of proposals in response to this Request for Proposal are the sole responsibility of the Respondent and shall not be reimbursed by Jackson County, Missouri.
 - 4.6. All proposals received in response to this Request for Proposal becomes the property of Jackson County, Missouri.
 - 4.7. To facilitate the evaluation of proposals, proposals and copies shall be organized in the following manner:
 - 4.7.1. Clear Title has provided a Cover Letter as required
 - 4.7.2. All forms contained in the Request for Proposal, filled out, signed and notarized where necessary.
 - 4.7.3. The remainder of this Request for Proposal package for evaluation purposes.
 - 4.7.4. Brief description of Clear Title's General Background
 - 4.7.4.1. CLEAR TITLE'S GENERAL BACKGROUND Year of inception and history: Clear Title, Inc. ("Clear Title") was incorporated in the State of Missouri in 2003. In 2004 Clear Title expanded its transaction footprint and

became licensed to issue title insurance in the State of Kansas. In 2006 Clear Title opened its first office in the State of Kansas in the City of Overland Park. Clear Title, Inc. changed its name to Clear Title Nationwide, Inc. in 2007 with the intention to open offices in multiple states. Clear Title consolidated its offices into one location and moved to the current office on Foster Street in Overland Park, Kansas in 2010.

4.7.4.2. Ownership Structure: Clear Title is a Woman Owned Business owned by a husband and wife: Brett and Tiffany Hart. Tiffany Hart is the CFO and majority shareholder at 60% of the stock and Brett Hart is the CEO and owns 40% of the stock.

4.7.4.3. Number of associates: Clear Title currently employees 9 employees and utilizes 3 contractors on an as needed basis.

4.7.4.4. Ability to provide services required: Clear Title has spent the last 4 years with a major focus on trying to bridge the gap between title insurance underwriters and their acceptance of the tax foreclosure process used in tax foreclosure process used by government entities.

4.7.4.5. References: Please find five (5) references of similar projects with municipal /local government clients that Clear Title has completed in the last five (5) years:

Reference #1 Beacon Hill search for Housing Authority

Clear Title was contacted to search this project as supplemental search for First American.

Point of contact with contact information: Stuart Bullington,
Stuart.bullington@kcmo.org

Completion time of project: 2 weeks

Reference #2 Kansas City Land Bank Property Reports

Clear Title has worked with the Kansas City Land Bank for over 2 years by providing roughly 150-200 Title Reports to aid in informing prospective purchasers. Clear Title also works with those who wish to purchase title insurance through the different options available to them.

Point of contact with contact information: Michael Patillo, Interim Director of Land Bank Michael.Patillo@kcmo.org, 816-513-9023

Completion time of project: ongoing

Reference #3 Wyandotte County Land Bank

Clear Title has provided Title Commitments to purchasers from the Wyandotte County Land Bank for over a year. We have been successful with roughly 50-75 Parcels to get their properties insurable.

Point of contact with contact information: Chris Slaughter, Director of Land Bank, CSlaughter@wycokck.org 913-573-5730

Completion time of project: ongoing

Reference #4

Kansas City Land Bank to NACCC

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 **CLEAR TITLE NATIONWIDE, INC.**, 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, **CLEAR TITLE NATIONWIDE, INC.**, 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.)

B. H. RIG
Authorized Representative's Signature
PRESIDENT
Title

Brett R Hart
Printed Name
5-22-19
Date

Subscribed and sworn before me this 22nd day of May, 2019. I am commissioned as a notary public within the County of Johnson, State of KS, and my commission expires on 12-4-19.

Brooke McBride
Signature of Notary

5-22-19
Date

