



CITY OF KANSAS CITY, MISSOURI

Procurement Services Division
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, Missouri 64106-2793
(816) 513-1161 FAX (816) 513-1156

BID NO.
[EV00000450A]

BIDS CLOSE – 4:00 PM
[11-15-07]

DATE OF BID
[10-29-07]

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REQUEST FOR PROPOSALS

LEGAL SERVICES

RFP #EV00000450A

PROPOSAL DUE: NOVEMBER 15, 2007, 4:00 P.M. (CT)

**Delois Moore, Buyer II
City of Kansas City, Missouri
1st Floor, Room 102 W, City Hall
414 East 12th Street
Kansas City, MO 64106-2793
Telephone Number: (816) 513-1163**

- Proposal is subject to all conditions listed on this form and any attachment.
- Each Proposal must be returned signed and sealed in a separate envelope with the proposal number, proposal closing date and hour shown on the face of the envelope, package or box.
- This page must be signed and returned with the Proposal.

NOTE: BIDDER MUST SIGN AND RETURN ALL CONTRACT PAGES, APPENDICES, AND ATTACHMENTS.

We/I hereby agree to furnish the items/services, on which prices are quoted, in accordance with the instructions and conditions listed in this document and in any attached specifications.

COMPANY NAME _____

DATE _____

AUTHORIZED SIGNATURE _____

TITLE _____

PRINT NAME _____

PHONE NUMBER _____



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LEGAL SERVICES

SPECIAL INSTRUCTIONS AND CONDITIONS

1. INTENT/OVERVIEW

The City of Kansas City, Missouri (hereinafter referred to as the "City") invites you to submit a Request for Proposal (RFP) for Legal Services.

The intent of this RFP is to provide a highly managed, well-structured, and cost effective solution and strategy for provisions of Legal Services.

In order to be considered, the Procurement Services Division must receive your response no later than **4:00 P.M. (CT), November 15, 2007**.

Information furnished by you to the City in response to this RFP should not be construed as a commitment on the part of the City to contract for or purchase any of the involved products and services.

You are responsible for all costs incurred in preparation of a response to this RFP. The City shall incur no obligation or liability whatsoever to you or any third party by reason of issuing this RFP.

Please do not divulge the contents of your Proposal to any other City personnel. This stipulation is neither intended to impede nor inhibit your marketing or sales activity to the City, but rather to ensure the confidentiality of your Proposal.

Please submit three (3) sets of your Proposal with one set marked as the original, and the remaining sets marked copy and consecutively numbered one through two.

All responses must be sent to the following mailing address:

Delois Moore, Buyer II
Procurement Services Division
City of Kansas City, Missouri
1st Floor, 102 W, City Hall
414 East 12th Street
Kansas City, MO 64106-2793
FAX: (816) 513-1156
Telephone: (816) 513-1163

In the event you do not wish to submit an RFP, give written notice of your intent to the address above.



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For further information or clarification, any and all questions must be submitted in writing and addressed to:

Delois Moore, Buyer II
Procurement Services Division
City of Kansas City, Missouri
1st Floor, 102 W, City Hall
414 East 12th Street
Kansas City, MO 64106-2793
FAX: (816) 513-1156
E-Mail: delois_moore@kcmo.org

All questions submitted will be answered in writing. If your question results in a change in the Specifications, an Addendum will be sent to all prospective Bidders.

THE DEADLINE FOR QUESTIONS CONCERNING THIS IFB IS **NOVEMBER 7, 2007.**

2. **REQUEST FOR PROPOSAL**

The Request for Proposal must contain the following:

2.1 Proposal documents

3. **COST**

The maximum amount that the City shall pay supplier under this proposal shall not exceed twenty-five thousand dollars (\$25,000.00).

4. **AWARD**

An award will be made in the best interest of the City of Kansas City, Missouri.

5. **TAXPAYER CLEARANCE**

In accordance with City Ordinance No. 010461, prior to making any payment under any contract that was awarded by means of a formal bid or formal proposal, the Supplier shall provide proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue. Submission of this proof shall be a condition precedent to the City making the first payment under this contract. This tax clearance letter is obtained from the City's Revenue Division at (816) 513-1135 or (816) 513-1089.



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6. NON-PERFORMANCE OPTION TO TERMINATE

The City reserves the right to terminate the contract for non-performance if service is deemed unacceptable or not in accordance with the listed specifications. The date of termination shall be stated in a written notice to the Vendor. The City shall be the sole judge of non-performance under the contract.

7. RIGHTS OF THE CITY

The City reserves and may exercise one or more of the following rights and options regarding this RFP:

- To reject any and all Proposals, to seek additional Proposals, to enter into negotiations and subsequently contract with more than one Proposer at any time during the process.
- To evaluate separately the individual components of each Proposal such as any proposed subsystem, product or service, and to contract with such Proposer for any individual component.
- To cancel or withdraw this RFP without the substitution of another RFP, or alter the terms and conditions of this RFP.
- To modify specific terms and conditions in this document prior to execution.
- All Proposals shall be signed by an official authorized to bind the Proposer, and shall contain a statement to the effect that the Proposal is a firm offer for a minimum period of ninety (90) days.

8. SUBMITTALS

All Proposals submitted in response to this Request for Proposals must contain the following information in the stated order:

- Statement of Services to be provided
 - Signed Request for Proposal
 - Resumes of all individuals expected to perform this service. Resumes should include length of employment with your company, education background, background experience, and other pertinent data.
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9. CERTIFICATE OF INSURANCE

The successful Bidder is required to furnish evidence of the following insurance in accordance with paragraphs 58G to 58I, INSTRUCTIONS AND CONDITIONS. Satisfactory evidence of insurance will be required by completion of a Certificate of Insurance or by other means outlined in Paragraph 58 G through I. Certificates must be provided within twenty-one (21) calendar days after receipt of a request for an insurance certificate. Work may not commence until the Certificate of Insurance showing evidence of contractual liability is received. Failure to provide the Certificate in a timely manner may be grounds for disqualification of a bid or default of a contract. Payment of invoices will be withheld until the Certificate is approved.

- 9.1 The City's Certificate of Insurance form has all City required language included. An insurance agent must indicate coverage and complete and sign the form. The coverage requirements are as follows:

General Liability:

\$1,000,000.00 Combined Single Limit per Occurrence

Automobile Liability:

\$1,000,000.00 Combined Single Limit per Occurrence

Workers' Compensation and Employer's Liability shall meet statutory requirements.

- 9.2 If other non-standard City form for insurance certification is utilized, it must:

Name the City of Kansas City, Missouri as the certificate holder;

Name the City of Kansas City, Missouri as an additional insured; and

Provide cancellation notification to the City thirty (30) days before cancellation.

Standard cancellation clauses must have the wording "endeavor to" or "try to" deleted.

Any reference absent of obligation for failure to notify certificate holder must be deleted.

- 9.3 Please refer to the front of this document for the name of the Buyer and the Bid Number. This information must be included on your Insurance Certificate and/or Bid/Performance Bond.
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LEGAL SERVICES

DESCRIPTION OF SERVICES TO BE PROVIDED

1. SERVICES TO BE PERFORMED

Conduct hearings to review and decide appeals to an administrative citation issued for violation(s) of Chapter 48 (Nuisances) and Chapter 56 (Property Maintenance Code).

2. GENERAL RESPONSIBILITIES

The Supplier agrees to perform the following duties and assume the following responsibilities as part of this contract:

- 2.1 The Hearing Officer shall conduct a hearing to determine whether the violator should be ordered to pay a fine to the City for each day that the violation continues past the date set for compliance.
- 2.2 The Hearing Officer shall conduct a hearing to determine whether the fine should be certified as a debt due and owing the City by the recipient of the citation.
- 2.3 All hearing agendas, notices and certificates of assessment of fines shall be prepared and mailed by the City. Hearings are on record, minutes and records of hearings shall be kept and maintained by the City.

2.4 HEARINGS

- 2.4.1 Hearings shall be conducted twice monthly on predetermined days and times to be mutually agreed upon between the successful bidder and the City. Hearings shall not begin before 8:00 a.m. or conclude later than 5:00 p.m.
 - 2.4.2 The Hearing Officer shall hear the testimony of the appealing person(s), the City, and/or their witnesses, as well as any documentary evidence presented by these persons concerning the alleged code violation(s).
 - 2.4.3 Appeal hearings are quasi judicial and formal rules of evidence and discovery will not apply. The appellant, and City staff, as well as other interested persons, shall have the opportunity to present evidence and to cross-examine witnesses. The appellant may represent himself/herself or be represented by anyone of his/her choice.
 - 2.4.4 If the appellant fails to appear or to provide representation, the Hearing Officer shall cancel the hearing. The cancellation of a hearing due to non-appearance of the
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appellant shall constitute the appellant's waiver of the right to appeal. In such instances, the administrative citation fine is final and binding.

2.4.5 Each hearing is estimated to last no longer than three (3) hours depending upon the scheduled agenda.

2.4.6 Agenda packages will normally be distributed to the Hearing Officer one week before the hearing date.

2.4.7 The number of monthly billable hours shall not exceed ten (10) hours.

2.5 WRITTEN DECISIONS

Within a reasonable time, not to exceed fifteen (15) calendar days following conclusion of the hearing, the Hearing Officer shall cancel any one or more of the following determinations in a written decision:

2.5.1 A finding and description of conditions violating the Code(s), or the nonexistence thereof. In the latter instance, the Hearing Officer shall cancel the administrative citation.

2.5.2 The name of each person responsible for a violation or violations at the subject property, as well as the name of any appellant who lacks responsibility thereof. In the latter instance, the Hearing Officer shall cancel the administrative citation.

2.5.3 The required corrective action and completion date for each unabated condition and the required payment date for the administrative citation fine if it has not already been paid.

2.5.4 Any other finding, determination or requirement that is relevant or related to the subject matter of the appeal.

3. MINIMUM QUALIFICATIONS

Supplier should submit any information which documents their experience in past performances or current contracts, especially those performances related to requirements of the RFP.

3.1 Supplier shall be licensed to practice law in the State of Missouri and Kansas.

3.2 Supplier shall provide experience and qualifications as they relate to the required work.

3.3 Supplier shall provide information regarding the availability to perform the work required.



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4. REFERENCES

Supplier shall provide at least four (4) references from firms who have purchased similar service from your firm in the past three (3) years. Failure to complete requested information in **ATTACHMENT A** could result in the rejection of your proposal. References must include two (2) clients who were satisfied and two (2) who were dissatisfied with your services.

5. INTERVIEWS

Following the initial screening of proposals, the City reserves the right to require, and each Proposer must be prepared to conduct, oral presentations and other discussions (written or verbal) on the content of its proposals. If the City determines that interviews or presentations are required, selected Proposers will be notified in writing of the date, place, time, and format of the interview or presentation. Proposers will be responsible for all costs related to the interview or presentation.



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CLASS/ ITEM CODE(S)	ITEM NO.	ITEM AND SPECIFICATION	UNIT	UNIT PRICE	TOTAL
96150	1.	PRICING	PER HR.	\$ _____	\$ _____
		WE HAVE READ THE INSTRUCTIONS TO PROPOSERS, SPECIAL INSTRUCTIONS AND CONDITIONS, AND DESCRIPTION OF SERVICES TO BE PROVIDED AND PROPOSE TO FURNISH LEGAL SERVICES AS FOLLOWS:			
		LEGAL SERVICES			



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1. AUTHORIZED SIGNATURE

By submission of the RFP, the undersigned certifies that:

- It has not paid or agreed to pay any fee or commission, or any other thing of value contingent upon the award of this contract, to any City of Kansas City, Missouri employee or official or to any current consultant to the City of Kansas City, Missouri;
- It has not paid or agreed to pay any fee or commission or any other thing of value contingent upon the award of this contract, to any broker or agent or any other person;
- The prices contained in this proposal have been arrived at independently and without collusion, consultation, communication or agreement intended to restrict competition;
- It has the full authority of the Offeror to execute the bid and to execute any resulting contract awarded as the result of, or on the basis of, the proposal.

Authorized Representative: _____

Signature: _____

Title: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

E-mail Address: _____



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ATTACHMENT A

LEGAL SERVICES - REFERENCES

Suppliers are required to complete the information requested below. Failure to complete this information may result in the rejection of your proposal. **(See page 8 section 4.)**

1. How many years has your company been in business? _____ years
2. How many years of experience does your company have in Legal services? _____ years
3. How many years of experience does your staff, who you anticipate assigning to City work, have in performing Legal services? _____ years
4. List at least four (4) contracts, similar in nature to this RFP that your company has performed in the past three (3) years (list the company, address, phone/fax number, and a contact person with e-mail address).

A. _____

B. _____

C. _____



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D. _____



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NO PROPOSAL RESPONSE

If you choose not to submit a Proposal, please complete and return only this form, on or before the due date. Thank you for taking this opportunity to help us update and improve our solicitation process.

Buyer: Delois Moore

Telephone: (816) 513-1163

Return by Fax: (816) 513-1156

Due Date: 11-15-07

Number: EV00000450A

Description: LEGAL SERVICES

Please check the appropriate response(s). We respectfully submit "No Response" for the following reason(s):

- ☐ 1. We are unable to meet the required delivery date.
- ☐ 2. We cannot provide a product/service to meet the required specifications.
- ☐ 3. We no longer provide the requested product/service.
- ☐ 4. We do not represent the required brand name product.
- ☐ 5. The bid closing date does not allow adequate time to prepare a response.
- ☐ 6. The specifications are too restrictive.
- ☐ 7. We have chosen not to do business with the City.
- ☐ 8. Other (comment below or provide your response on your company letterhead).

Company Name _____ Supplier No. _____

Authorized Signature _____

Print Name _____

Title _____

Date _____ Telephone No. _____

PART II

STANDARD TERMS AND CONDITIONS

Sec. 1. Indemnification: Definitions

A. For purposes of this Section 1 only, the following terms shall have the meanings listed:

a. **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.

b. **Contractor's Agents** means Contractor's officers, employees, subconsultants, subcontractors, successors, assigns, invitees, and other agents.

c. **City** means City and its agents, officials, officers and employees.

B. Contractor's obligations under this Paragraph 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 the costs of the liability insurance required in 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. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Contract.

Sec. 2. Indemnification for Professional Negligence.

If this contract is for professional services, Contractor shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by Contractor, its employees, agents, subcontractors, or caused by others for whom Contractor is liable, in the performance of professional services under this Contract. Contractor is not obligated under this section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec. 3. Independent Contractor.

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

Sec. 4. Insurance.

A. Contractor shall procure and maintain in effect throughout the duration of this Contract insurance coverage not less than the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this Contract, Contractor shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.

1. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$1,000,000 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. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$1,000,000
- c. No Contractual Liability Limitation Endorsement

d. Additional Insured Endorsement, ISO form CG20 10, or its equivalent.

2. If applicable, Workers' Compensation Insurance, as required by statute, including Employers Liability with limits of:

Workers' Compensation Statutory Employers Liability \$100,000 accident with limits of:

\$500,000 disease-policy limit
\$100,000 disease-each
employee

3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Contractor.

4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.

A. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. Contractor shall provide to City at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.

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

C. Regardless of any approval by City, it is the responsibility of Contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it

Professional Service Contract Part II 051407

of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, City may order Contractor to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.

Sec. 5. 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. 6. Compliance with Laws.

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

Sec. 7. Termination for Convenience.

A. City may, at any time upon ten (10) days notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part. If this Contract is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

B. If this Contract is terminated prior to Contractor's completion of services, all work or materials prepared or obtained by Contractor pursuant to this contract shall become City's property.

C. If this Contract is terminated prior to Contractor's completion of the services to be performed hereunder, Contractor shall return to City any sums paid in advance by City for services that would otherwise have

had to be rendered between the effective date of termination and the original ending date of the Contract. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 8. Default and Remedies.

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 notice and opportunity to correct such default or breach.

Sec. 9. 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. 10. Modification.

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

Sec. 11. Headings; Construction of Contract.

The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter,

the same as if such words had been fully and properly written in that number or gender.

Sec. 12. Severability of Provisions.

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

Sec. 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.

Contractor shall establish and maintain for the term of this Contract an Affirmative Action Program 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. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry or national origin, sex, disability, age, or sexual orientation, in a manner prohibited by Chapter 38 of City's Code. 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, canceled 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.

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 or any contract renewal when the total contract amount exceeds \$117,000.01. If contractor performs work on a contract that is for a term longer than one (1) year, the 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. Assignability or Subcontracting

Contractor shall not subcontract, assign or transfer any part or all of Contractor's

obligations or interests without City's prior approval. If Contractor shall subcontract, assign, or transfer any part of Contractor's interests or obligations under this Contract without the prior approval of City, it shall constitute a material breach of this Contract.

Sec. 17. Conflicts of Interest.

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

Sec. 18. 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. 19. Prohibited Contracts with Certain Professionals.

A. For the purposes of this section, the terms "board" or "commission" shall be defined as including the Land Clearance for Redevelopment Authority of Kansas City, Missouri, the Tax Increment Financing Commission of Kansas City, the Port Authority of Kansas City, the Planned Industrial Expansion Authority of Kansas City, the Industrial Development Authority of Kansas City, the Kansas City Maintenance Reserve Corporation, the Kansas City, Missouri Homesteading Authority, the Landmarks Historic Trust Corporation, the Metropolitan Ambulance Services Trust, and the Kansas City Municipal Assistance Corporation.

B. Neither the City Manager, nor any department, board or commission of the City shall contract for professional services with any attorney who, at the time of the issuance of the contract, either in an individual or firm capacity, represents any

party in litigation against the City, exclusive of representation in municipal court, exclusive of those attorneys employed by a not-for-profit legal services corporation and exclusive of where the City is named as a nominal party, where the litigation has been filed with the agreement of the City and the party represented by the attorney, or where the Council has otherwise waived this requirement. Nothing set forth in this section shall be deemed to supersede the Rules of Professional Conduct for Attorneys.

C. Neither the City Manager, nor any department, board or commission shall contract for professional services with any architect, engineer or other professional, exclusive of medical doctors or appraisers, who, at the time of the issuance of the contract, serves as an expert witness for any party in litigation against the City.