

**CONSULTING AGREEMENT**

**THIS AGREEMENT**, made and entered into on this 14th day of December, 2011, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called the "County" and the **LOCAL INITIATIVES SUPPORT CORPORATION**, through its Kansas City office, 600 Broadway, Suite 280, Kansas City, MO 64105-1536, hereinafter called "LISC".

**WITNESSETH:**

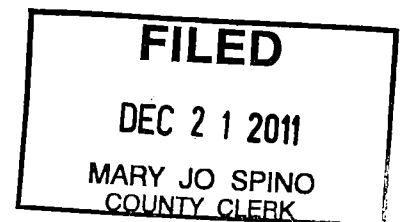
WHEREAS, Jackson County and the City of Kansas City, MO, have collaborated to address the issue of vacant, tax-delinquent homes throughout the city, particularly in its urban core; and,

WHEREAS, some communities in the United States are investigating the use of land banks to deal with these blighted properties and to cultivate good economic development plans; and,

WHEREAS, Local Initiatives Support Corporation (LISC) of Kansas City, MO, is a local non-profit organization that is dedicated to transforming distressed neighborhoods into healthy and sustainable communities and will assist in writing legislation for the establishment and formation of a land bank in Kansas City; and,

WHEREAS, LISC has agreed to perform research and consulting services for the County and the City of Kansas City, Missouri, regarding the development of a land bank, in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

WHEREAS, this agreement is authorized by Resolution 17735, dated November 21,



2011; and,

WHEREAS, LISC and County have agreed to be bound by the provisions hereof,

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

1. LISC shall enter into a subcontract with the Center for Community Progress to assist with the formation of a land banking program to deal with the acquisition, management, and disposition of properties in Jackson County, as is more fully described in the attached Exhibit A and incorporated herein by reference.

2. LISC shall work as an independent contractor and not as an employee of County. LISC shall be subject to the direction of County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. LISC shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State and City withholding taxes and all other taxes, and operate its business independent of the business of County except as required by this Agreement.

3. County shall pay LISC a lump sum amount not to exceed \$9,000.00 as payment for the County's portion of the expense for services under this Agreement. Payment shall be made upon execution of this Agreement.

4. LISC shall bear all the expenses of its work under this Agreement.

5. The term of this Agreement shall be effective upon execution, and shall extend until December 31, 2012. LISC or County may terminate this Agreement by giving seven days written notice to the other party. Termination of this Agreement shall not

constitute a waiver of the rights or obligations which County or LISC may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, fliers, lists, and all other County materials must be delivered and returned by LISC to County within three days of the demand of County.

6. LISC promises, covenants, and agrees, in addition to all other provisions herein, that during the term of this Agreement, it shall not assign any portion or the whole of this Agreement without the prior written consent of County.

7. If any covenant or other provision of this Agreement is invalid or incapable of being enforced by reason 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.

9. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

APPROVED AS TO FORM:

W. Stephen Nixon  
W. Stephen Nixon  
County Counselor

JACKSON COUNTY, MISSOURI

By: Michael D. Sanders  
Michael D. Sanders  
County Executive

ATTEST:

Mary Jo Spino  
Mary Jo Spino  
Clerk of the Legislature

LOCAL INITIATIVES SUPPORT CORPORATION

By: Lily LIM  
Vice President  
& Controller  
13-3030229  
Federal I.D. or S.S.#

**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 from which payment is to be made, each sufficient to meet the obligation of \$9,000.00 which is hereby authorized.

December 19, 2011  
Date

D. J. [Signature]  
Director of Finance and Purchasing  
Account No. 001-5101-56080

0101 2011034



EXHIBIT A

*Proposal  
for  
Kansas City, Missouri*

June 24, 2011

**SCOPE OF SERVICES**

The Center for Community Progress (Community Progress) will work closely with Kansas City and Jackson County, and other stakeholders to assist with the formation of a land banking program to deal with the acquisition, management, and disposition of properties.

**Component I – Research and Analysis**

Research and analysis of existing Missouri statutes on land banks and on tax foreclosure; research and comparative evaluation of recent legislative initiatives related to land banking in Kansas City, MO; one-day site visit to Kansas City; preparation of revised draft of land bank legislation.

Projected 75 hours, including one day site visit.

**Component II – Advocacy and Education**

Local advocacy: One two-day site visit (potentially in concert with a site assessment) to explain to various stakeholders the basic elects of a comprehensive vacant property/land bank initiative. This could potentially occur in connection with a site assessment, if one is contemplated.

Projected 2 days at 8 hours each plus 4 hours prep.

State policy advocacy: As part of the legislative initiative, we would expect two visits to the state capital, minimally. First, to meet with the key legislative leaders who sponsor the legislation to develop the appropriate message framing consistent with the political environment. Secondly, we expect that the relevant legislative committee(s) will hold hearings on proposed legislation, and would plan to attend and testify at the hearing(s).

Projected 2 days at 8 hours each plus 4 hours prep.

Additional local advocacy: A follow-up local visit for a series of meetings with local officials and a public event to explain the new law and build support for implementation.

Projected 1 day at 8 hours plus 4 hours prep.

### **Component III – Land Bank Organization Structure**

Formation Recommendation: Conduct a site visit to meet with key stakeholders, and facilitate discussions on current practices, challenges and opportunities. Based on visit, produce recommendations for initial steps in creating land bank program, including: proposed structure and governance; potential funding sources; the potential for establishing relationships of the land-banking program to other local, state and federal programs. We will make recommendations regarding specific additional technical assistance that may be required as the program is implemented.

Projected 20 hours, including one day site visit.

Policy and Procedure Setting: We will assist you in the creation of priorities, policies and procedures that align with the overall mission and goals of your land bank by facilitating a workshop which includes anticipated scenarios based upon hypothetical transactions. These documents are intended to provide a strong foundation for the acquisition, management and disposition of properties held by a land bank.

Projected 20 hours, including one day site visit.

### **COMMUNITY PROGRESS – BACKGROUND**

One of the major challenges facing many of America's cities and towns is the creative reuse of vacant, abandoned, and troubled properties. The Center for Community Progress has been launched to help local and state governments seize the opportunity of reusing these kinds of properties for the economic and social benefit of their communities.

The mission of the Center for Community Progress is to create vibrant communities in America primarily through the reuse of vacant, abandoned, and troubled properties in cities and towns.

The Center for Community Progress accomplishes its mission in the following ways:

- Community Progress is the national resource for policy, information, capacity building, and training regarding the redevelopment of vacant, abandoned, and troubled properties.

- Community Progress partners with federal, state, and local officials and non-profit organizations that are charged with repositioning vacant, abandoned, and troubled properties.
- Community Progress collaborates with experts on relevant research needed to contribute to the growing body of appropriate public policy regarding the successful reuse of vacant, abandoned, and troubled properties.
- Community Progress is the national advocacy organization regarding the successful reuse of vacant, abandoned, and troubled properties.
- Community Progress uses its expertise to improve the overall economic and social well being of cities and town in America impacted by large numbers of vacant, abandoned, and troubled properties.

The Center builds from the work of two existing organizations—the Genesee Institute in Michigan, and the National Vacant Properties Campaign, both of which have demonstrated successful techniques in the reuse of vacant, abandoned and troubled properties.

Community Progress is led by Dan Kildee, former Treasurer of Genesee County, Michigan and a leading expert on land banks.

#### **AVAILABILITY**

Community Progress prides itself on its overall flexible availability to conduct the technical assistance all within its clients' time frame.

**PROPOSAL COSTS**

Component I (Frank Alexander)

Time	75 hours at \$250 per hour	\$18,750
Expenses	One Site Visit	<u>1,000</u>
		\$19,750

Component II (Dan Kildee)

Time	52 hours at \$200 per hour	\$10,400
Expenses	Four Site Visits	<u>4,000</u>
		\$14,400

Component II (Amy Hovey or Kim Graziani)

Time	40 hours at \$150 per hour	\$ 6000
Expense	Two site visits	<u>\$ 2,000</u>
		\$ 8000

Total Proposal \$42,150





## INVOICE

December 6, 2011

Greater Kansas City LISC  
600 Broadway, Suite 280  
Kansas City, MO 64105  
816-753-0055

Bill to:

Jackson County  
415 E. 12th Street  
Kansas City, MO 64106

Please make check to:

Local Initiatives Support Corporation

Funds will be used to support a contract with the Center for Community Progress for consulting services to assist with the formation of a land banking program to deal with the acquisition, management, and disposition of properties.

**Total Due:**

**\$9,000.00**