

# **Request for Proposals**

## **Business Plan for Regional Community Land Trust or Similar Model**

Issued: May 6, 2022

Closing Date and Time: June 17, 2022 | 12 p.m. (noon)

Contact Person: Katie Killen | [kkillen@marc.org](mailto:kkillen@marc.org) | (816) 701-8375

### **A. PURPOSE AND INTRODUCTION**

The Mid-America Regional Council (MARC) on behalf of the Regional Housing Partnership is seeking proposals from qualified consultants to develop a business plan for a regional Community Land Trust (CLT) or similar model as a tool to enhance housing affordability in the region.

### **B. BACKGROUND**

#### **About MARC**

MARC is a nonprofit association of city and county governments and the metropolitan planning organization for the bistate Kansas City region. It has served this role in the region for 50 years. Governed by a Board of Directors made up of local elected officials, MARC serves nine counties and 119 cities. MARC provides a forum for the region to work together to advance social, economic and environmental progress. MARC promotes regional cooperation and develops innovative solutions through leadership, planning and action.

The nine counties (including respective cities within these counties) served by MARC include:

- Cass County, Mo.
- Clay County, Mo.
- Jackson County, Mo.
- Johnson County, Kan.
- Leavenworth County, Kan.
- Miami County, Kan.
- Platte County, Mo.
- Ray County, Mo.
- Wyandotte County, Kan.

#### **About LISC**

LISC (Local Initiatives Support Corporation) is a national community development nonprofit and financial institution with a local office in Kansas City that has worked for 40 years to build the capacity of local community development corporations (CDCs). LISC is the nation's largest community development support organization serving urban and rural areas in 36 states. With residents and partners, LISC forges resilient and inclusive communities of opportunity across America –great places to live, work, visit, do business, and raise families.

As a Community Development Financial Institution (CDFI), LISC invests in new housing, grocery stores, health centers, athletic fields, early childhood centers, community projects, retail, and more in historically disinvested neighborhoods across the country. LISC is an “intermediary” with strong

community partnerships that connects hard-to-tap public and private resources with underinvested places and people working to access opportunities every one of us deserves.

### **Regional Housing Partnership**

Mid-America Regional Council and Local Initiatives Support Corporation (LISC) Greater Kansas City are working to convene and coordinate a Regional Housing Partnership (RHP). The vision of the RHP is building an effective housing system that expands and sustains access to affordable housing, will promote regional prosperity and result in better economic and health outcomes.

The RHP vision will be accomplished by fostering seven elements of an effective regional housing system:

1. Market data and analytics
2. Networked leadership
3. Financing and development tools
4. Production capacity
5. Rental and ownership support systems
6. Supportive public policy
7. Public engagement and support

This RFP seeks to advance the element of financing and development tools that ultimately sustain long-term affordability.

### **Regional Familiarity with Community Land Trust Model**

In fall 2019, the MARC First Suburbs Coalition completed an economic development pilot project with the National League of Cities (NLC)'s First Tier Suburbs Council. The project focused on workforce housing needs related to economic development in older suburbs in the Kansas City region. A consulting firm, TIP Strategies, offered planning services pro bono, which included providing economic data analysis and facilitating a one-day summit for stakeholders in the Kansas City area.

A report was generated from this work and included recommended strategies. Two of these strategies included preserving existing housing and increasing the amount of housing available. Community Land Trust models were recommended as a tool to accomplish both. The report can be found at: [https://www.marc.org/Community/First-Suburbs-Coalition/Assets/NLCReportFINAL\\_2019-11-11.aspx](https://www.marc.org/Community/First-Suburbs-Coalition/Assets/NLCReportFINAL_2019-11-11.aspx)

Additionally, MARC has been involved with its member communities in affordable housing studies. Local Johnson County jurisdictions partnered with United Community Services (UCS) of Johnson County recently to complete an affordable housing study for the entire county and its cities. A Housing for All Tool Kit was generated to advance recommendations from the housing study. A top recommendation was to create a funding mechanism for attainable and affordable housing by creating a housing trust fund and creating a community land trust. The report and tool kit can be found at: <https://ucsjoco.org/housing-toolkit/>

Finally, MARC has gauged interest from the First Suburbs Coalition and brought in staff from a local CLT to present its model. The concept has been well received by suburban officials.

Community Land Trusts that exist near or within the MARC region include the Marlborough Community Land Trust (<https://kcclt.org/>), one affiliated with Community Housing of Wyandotte County (CHWC) (<https://chwckck.org/>) and one in the Manheim Park neighborhood of Kansas City, Missouri. Others are being discussed. Additionally, the Tenants to Homeowners community land trust in Lawrence, Kansas is in Douglas County (adjacent to the MARC region <https://tenants-to-homeowners.org/>).

### **Other Affordability Models and Tools**

Other housing affordability models and tools (although not exhaustive) demonstrated in the MARC region include the Mixed Income Neighborhood Trust model through Trust Neighborhoods work in Kansas City, Missouri. The City of Kansas City, Missouri has recently established and started to fund a housing trust fund for its community. Additionally, there are several land banks within the region.

### **C. SCOPE OF SERVICES:**

Many communities in the MARC nine-county region are familiar with and interested in the Community Land Trust (CLT) model. There are at least three CLTs within the MARC region and more being considered or discussed. MARC seeks to support those communities and existing CLTs by examining what opportunities might exist to expand existing options to serve more jurisdictions or the entire region. MARC seeks to develop a regional CLT or similar model framework that (1) achieves an economy of scale for the administrative burden of the selected model (legal, financial, etc.), (2) maintains the important local area level resident leadership and decision-making to create and sustain affordable housing, (3) serves as a mechanism to build wealth among individuals and families who are committed to the vibrancy of neighborhoods, and (4) creates a mechanism to preserve long-term affordable owner-occupied housing options in established neighborhoods.

Models that demonstrate the type of scaling the RHP is interested in seeing include the Virginia Statewide Land Trust (<https://www.vsclt.org>) and the Bay Area Community Land Trust (<https://www.bayareactl.org/>).

Knowing the interest in the CLT model and the potential that coordinating efforts on a regional scale could bring in terms of impact and financial stability, the time feels ripe to engage with this model; however, there may be other models to pursue. Considering this possibility, MARC envisions the work performed by the selected consultant as two phased process that will engage key local government and other stakeholders:

**Phase 1:** Research CLT and other similar models, provide brief analysis of various models and confirm whether the CLT model or an alternative model should be pursued to serve the Kansas City region.

Key considerations of Phase 1 include but are not limited to:

- The knowledge and support of models in the community
- The benefits and drawbacks of each model
- The potential for the model to be sustainable

- The timeliness of engaging models now (i.e. is there an opportunity lost if the model is not explored now).

**Phase 2:** Meet with a local stakeholders committee to review Phase 1 findings and depending on the outcome of Phase 1 analysis and stakeholder recommendations, advance the concepts for the scalable CLT or similar alternative model by developing a business plan to enable MARC and LISC through the Regional Housing Partnership to advance this work. Phase 2 could involve steps to enhance and support local smaller scale efforts that could build to a regional scale while maintaining local decision making.

Key considerations of Phase 2 include but are not limited to:

- The bi-state nature of the MARC region
- The importance of local decision making and involvement
- The role of existing organizations or communities that currently have the selected model in the MARC region
- The process to initiate or scale the model for the region
- The resources necessary to ensure long-term sustainability of the model in terms of finances, leadership, and community involvement
- The way the selected model can work with and complement other tools that were not selected in this initial analysis

### **Deliverables**

The primary deliverables for each phase include:

Phase 1: Report identifying CLT and similar models and reporting the feasibility, sustainability, and timely opportunity to focus on scaling at this moment for the MARC region. The report should offer a final recommendation on a preferred model to pursue in potentially initiating or scaling. A presentation of findings and discussion of the report with a local stakeholder committee is expected to provide the selected consultant with direction for Phase 2.

Phase 2: A business plan that outlines next steps and phasing to initiate or scale the selected model for the region. At a minimum the business plan should include the following elements:

- Evaluation of those communities and/or organizations within the MARC region that currently implement the model selected and those communities and/or organizations' role in advancing a regional scaled model.
- Recommendations for organizational and governance structures that consider a non-profit, governmental or other entity structure, the region's location across two states, and ways to ensure local decision making, leadership, and involvement.
- Outline of necessary policies, documents, and financial strategies to initiate or scale the model.
- Outline of outreach needed to sustain long-term sustainability of the model selected (For example, if a CLT model is selected, identify ways to foster a pipeline of board members, lending institutions, buyers, and long-term financing plan).
- Evaluation of how the model complements and can work with additional models and tools to increase housing affordability in the MARC region.
- Presentation for the local stakeholder committee that may also be used with other groups such as the MARC Board of Directors.

- Recommendations for next steps based on feedback from the presentations.

## **D. STUDY SCHEDULE**

The estimated total time frame for the scope of work is ninety (90) days from approval to proceed to submittal of the Phase 2 report, with an additional thirty (30) days to present to any necessary groups and submit the final report that includes next steps. While this is the estimated timeline, applicants are welcome to recommend an alternative timeframe in their proposal and thoughts on timing given community outreach that will be needed to provide feedback loops.

## **E. PROPOSAL SUBMITTAL REQUIREMENTS**

### Open Records Act and Proprietary Information

The Mid-America Regional Council (MARC) is a public organization and is subject to the Missouri Open Records Act (Chapter 610, RSMo). All records obtained or retained by MARC are considered public records and are open to the public or media upon request unless those records are specifically protected from disclosure by law or exempted under the Missouri Sunshine Law. All contents of a response to a Request for Bids, Qualifications, Proposals or information issued by MARC are considered public records and subject to public release following decisions by MARC regarding the bid request. If a proposer has information that it considers proprietary, a bidder shall identify documents or portions of documents it considers to contain descriptions of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in a Proposal. After either a contract is executed pursuant to the Request for Bids, RFQ or RFP, or all submittals are rejected, if a request is made to inspect information submitted and if documents are identified as “Proprietary Information” as provided above under Missouri Sunshine Law, MARC will notify the proposer of the request for access, and it shall be the burden of the proposer to establish that those documents are exempt from disclosure under the law.”

To be eligible for consideration, one electronic copy (PDF) of the proposal must be received by MARC no later than **12 p.m. CDT (noon) on June 17, 2022**. Late submittals will not be considered. Please submit proposals to Katie Killen at [kkillen@marc.org](mailto:kkillen@marc.org).

It is the responsibility of the person submitting a proposal by email to ensure that the proposal has been received by the appropriate MARC staff, and not blocked by a spam filter or rejected because of large attachments. To confirm receipt, you may contact Katie Killen at (816) 701-8375.

The following items must be addressed in all proposals:

1. **APPROACH TO WORK:** MARC has provided the general Scope of Services. The consultant will be required to recommend and expand and/or revise upon how it will accomplish this. Consultant recommendations will demonstrate and propose strategies that exemplify best practices in researching, planning, and designing a business plan for affordable housing models. Respondents must provide a detailed scope of work including specific methodologies and/or approaches that will be used to address key objectives

outlined herein including any community outreach anticipated. Innovative approaches for completion of the Scope of Work are encouraged. This should also include:

- A. A detailed timeline based on the above Study Schedule showing how the consultant plans to complete the two phases within that window or a proposed alternative window, including time for approval to move on to Phase 2.
  - B. A detailed outline of community engagement that includes:
    1. Outreach to existing CLT or similar models and community stakeholders.
    2. Reporting to a local stakeholder committee with recommendations on who should be included.
    3. Any general public engagement strategies that will inform the consultants work.
  - C. The name and address of the contracting firm, together with the name, telephone and e-mail address of the primary contact person for purposes of this proposal
  - D. A listing of all proposed subcontractors, if any.
2. **CONTRACT PRICE:** Proposals should indicate the cost of services to be provided with as much detail as possible (hourly rates, lump sum, per task, etc.). It should identify these for each of the two phases.
3. **QUALIFICATIONS:** Proposals should indicate general and specific qualification of the proposer in planning and evaluation appropriate to this project. A brief narrative regarding the consultant’s capabilities to carry out this project, including special assets, areas of expertise, analytical tools, and data sources, etc. to which the firm may have access. Proposals shall also include:
- A. A listing and written samples of similar projects undertaken within the last five (5) years, by proposing firm and/or its subcontractors, showing contract amounts, description of work performed, client contact persons, phone numbers, and e-mail addresses.
  - B. Resumes or qualifications of key professional staff who will be assigned to this project.
  - C. Description of the workload of individuals assigned to this project during the period of this study.
  - D. Three references including contact persons, organizations, phone numbers, and e-mail addresses.

#### **F. SELECTION PROCEDURE**

A selection committee of MARC, LISC and possible community partners will review and score proposals. A short list of teams will be selected on or about **June 24, 2022** by MARC, after the selection committee reviews all project proposal information. Short-list proposers should be available for interviews and/or presentations with the selection committee prior to the selection of a consultant. The final selection of a consultant shall occur on or about **July 15, 2022** (contingent upon approval by MARC’s Board of Directors). MARC reserves the right to negotiate a contract, including a scope of work, and contract price, with any proposers or other qualified party.

This Request for Proposal does not commit MARC to award a contract, to pay any cost incurred in preparation of a response to this Request, or to procure or contract for services or supplies. MARC reserves the right to accept or reject any and all responses received as a result of this Request or cancel this Request in part or in its entirety if it is in the best interests of MARC to do so. Proposers shall not offer any gratuities, favors, or anything of monetary value to any officer, employee, agent, or director of MARC, LISC or the selection committee for the purpose of influencing favorable disposition toward either their proposal or any other proposal submitted as a result of the Request for Proposal.

MARC reserves the right to suggest to any or all proposers to the Request for Proposals that such proposers form into teams of consulting firms or organizations deemed to be advantages to MARC in performing the Scope of Services. MARC will suggest such formation when such relationships appear to offer combinations of expertise or abilities not otherwise available. Proposers have the right to refuse to enter into any suggested relationships.

All Proposals submitted hereunder become the exclusive property of MARC.

## **G. PROPOSAL EVALUATION CRITERIA**

The proposals submitted will be evaluated according to the following factors:

- Experience and expertise with similar work including projects that resulted in successful implementation
- Knowledge of local government, public and non-profit organizations
- Knowledge of best practices in housing around long-term affordability and shared equity models especially community land trusts and tools that complement these models.
- Knowledge of complex multi-jurisdictional cooperative efforts with shared leadership, resources and authority
- Ability to convene community stakeholders to gather and analyze input
- Past performance on similar projects, i.e. reference checks
- Cost

## **H. PRESENTATIONS**

The project selection team may require oral presentations of those consultants identified on the proposer's short list. Presentations will be held at MARC or a site (including virtual) designated by MARC.

## **I. CONTRACT AWARD**

MARC will notify the selected consultant by e-mail. Following e-mail notification, MARC will negotiate a standard professional service agreement with the selected candidate (see Attachment A "Professional Services Agreement"). The selected candidate's proposal will be incorporated by reference in the contract. Additionally, MARC will notify, via e-mail, the candidates who are not selected.

## **J. PROTEST PROCEDURES**

In the course of this solicitation for proposals and the selection process, a proposer (bidder of offer or whose direct economic interest would be affected by the award of the contract) may file a protest when in the proposer's opinion, actions were taken by MARC staff and /or the selection committee which could unfairly affect the outcome of the selection procedure. All protest should be in writing and directed to Mr. David Warm, Executive Director, Mid-America Regional Council, 600 Broadway, Suite 200, Kansas City, MO 64105. Protest should be made immediately upon occurrence of the incident in question but no later than three (3) days after the proposer receives notification of the outcome of the section procedure. The protest should clearly state the grounds for such a protest.

Upon receipt of the protest, MARC's Executive Director will review the actual procedures followed during the selection process and the documentation available. If it is determined the action(s) unfairly changed the outcome of the process, notifications with the selected proposer will cease until the matter is resolved.

## **K. PROCUREMENT SCHEDULE**

The following is a tentative schedule for the Consultant selection process:

<b>Activities</b>	<b>Schedule</b>
RFP issued	May 6, 2022
Proposals Due	June 17, 2022 (noon)
Short List Announced	June 24, 2022
Interviews (if required)	Week of June 27, 2022
Selection	July 15, 2022 (Subject to MARC Board approval)
MARC Board Approval	July 26, 2022
Contract Execution/ Notice to proceed	TBD

## **L. PROJECT BUDGET**

The level of funding for this project will be based on the scope of work. MARC has committed funds to this project. The final level of contractor funding and contract price will be negotiated between MARC and the contractor.

**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is by and between Mid-America Regional Council, hereinafter referred to as "MARC", and \_\_\_\_\_, hereinafter referred to as "Consultant" and is effective this \_\_\_\_ day of \_\_\_\_\_, 2022.

**WITNESSETH:**

WHEREAS, MARC desires to retain Consultant to develop a business plan for a regional Community Land Trust (CLT) or similar model (the "Project"); and the Consultant represents that it has the personnel with technical expertise, experience and knowledge to perform such work for MARC.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **SCOPE OF SERVICES**

The Consultant shall perform and accomplish in a manner satisfactory to MARC those tasks described in Exhibit A (the “Services”), which are incorporated herein by reference. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a similar active organization.

2. **TIME OF PERFORMANCE**

A. Term – The Consultant shall begin performing the Services on or before \_\_\_\_\_, and shall work diligently to complete the Project to the satisfaction of MARC, in accordance with the terms provided herein by \_\_\_\_\_.

3. **COMPENSATION**

A. Maximum Obligation - During the term of this Agreement, the compensation paid by MARC to the Consultant for the Services relating to the Project shall not exceed \$\_\_\_\_\_.

B. Budget – During the term of this Agreement, the compensation paid by MARC to Consultant for all Services specified herein relating to the Project shall be compensated based on the Budget described in Exhibit B (the “Budget”), which is incorporated herein by reference.

C. Method and Time of Payment - Payment shall be made in the following manner:

- (i) The Consultant shall submit an invoice monthly to MARC providing an itemization of services performed as detailed in Exhibit A – Scope of Services and detailed in Exhibit B – Budget.
- (ii) MARC shall reimburse the Consultant within thirty (30) calendar days after the receipt of the invoice.
- (iii) The Consultant shall maintain complete records of all costs incurred under this Agreement including travel expenses. All such records shall be maintained on a generally accepted accounting basis for a minimum period of four (4) years after final payment is made under this Agreement and shall be clearly identifiable and readily accessible to authorized representatives of MARC for inspection and audit.

- (iv) MARC may withhold [\_\_ percent (\_\_%)] or [the greater of \$ \_\_\_\_\_ or \_\_ percent (\_\_%)] from the final invoice provided by Consultant. Such amount shall be paid to Consultant within thirty (30) days of the date that (a) Consultant has completed all of the Services contemplated herein to the sole satisfaction of MARC, and (b) MARC has accepted the final work product of Consultant
- (v) MARC shall have the right to extend this Agreement with written notice to the Consultant. If this Agreement terminates, then the Consultant will be paid for work completed pursuant to Section 3.C.

D. Compensation After Termination - In the event that this Agreement is terminated as provided below in Section 5, the Consultant shall be compensated for all hours worked and other expenses incurred, and other non-cancelable contracted obligations under this Agreement prior to the date of receipt of the termination notice or other termination date specified in such notice. The Consultant and any of its subcontractors, agents and legal representatives agree to accept this amount of compensation in full satisfaction of all claims for compensation under this Agreement.

#### 4. CHANGES AND ADDITIONAL SERVICES

This Agreement constitutes the entire agreement between MARC and the Consultant and it may not be amended or altered in any way except by a written amendment signed by both parties to this Agreement; provided, however, that at any time during the term of this Agreement, MARC, by written notice to, and agreement by the Consultant, may modify the scope of the Services to be furnished by the Consultant under this Agreement. If such modification causes an increase or decrease in the amount of Services to be provided by the Consultant or in the amount of time required for their performance, equitable adjustment shall be made to the provisions of this Agreement for payments to the Consultant and time of performance.

#### 5. TERMINATION

- A. MARC reserves the right to terminate this Agreement at any time, with or without cause, by giving the Consultant written notice of such termination.
- B. In the event of any such termination, the Consultant shall deliver to MARC all deliverables pertaining to the Services completed as of the termination date including: designs, reports, drawings, studies, estimates, computations, memoranda, documents, and other papers or materials either furnished by MARC or prepared by or for the Consultant under this Agreement.

#### 6. COPYRIGHT AND OWNERSHIP OF DOCUMENTS

All information, data, photographs, field notes, research papers, other documentation, and other work product and materials of every kind, and copyright therein, that are created or produced by the Consultant or their assignee(s) or subcontractors(s) pursuant to this Agreement shall become the property of and belong to MARC.

#### 7. ASSIGNMENT

The Consultant's rights, obligations and duties under this Agreement shall not be assigned in whole or in part without the prior written consent of MARC. None of the Services covered by this Agreement shall be subcontracted without the prior written approval of MARC.

8. **INDEPENDENT CONSULTANT**

The Consultant is an independent Consultant in the performance of the Services under this Agreement. Accordingly, the Consultant shall be responsible for the payment, as applicable, of all required business license fees and all taxes including Federal, State and local taxes arising from the Consultant's activities under the terms of this Agreement and no withholdings of any taxes shall be made by MARC in connection with the payments provided for in this Agreement.

9. **PROHIBITED INTERESTS**

No officer, member or employee of MARC, no member of MARC's governing body, and no other public official of the locality or localities in which the Project is being carried out who exercises any functions or responsibilities in the review and approval of this Project shall participate in any decision related to this Agreement affecting, either directly or indirectly, his or her own personal interest. No member of or delegate to the Kansas Legislature, the Missouri General Assembly, or the Congress of the United States shall be entitled to any share or part of this Agreement or to any benefit arising from it.

10. **CONFLICTS OF INTEREST**

- A. The Consultant hereby certifies that no personnel working for Consultant, directly or indirectly, in carrying out Consultant's obligations under this Agreement are involved in other community projects that would pose a conflict with the Consultant's ability to carry out successfully the responsibilities of this Agreement. If potential conflicts arise during the term of this Agreement, the Consultant agrees to notify MARC immediately in writing and to work with MARC to address any potential issues arising from the situation.
- B. The Consultant covenants that it presently has no known personal or pecuniary interest and shall not knowingly acquire such interest, directly or indirectly, which could conflict with, delay or impede, in any manner, the performance of this Agreement, including the submission of impartial reports and recommendations to MARC.

11. **HOLD HARMLESS**

The Consultant expressly agrees to hold and save harmless MARC, its officers, directors, agents, servants and employees for liability of any nature (including, without limitation, reasonable attorneys' fees) related to a breach of this Agreement by the Consultant, the Services provided under this Agreement by the Consultant, or arising from any act or omission of the Consultant or of any employee or agent of the Consultant.

12. **INSURANCE**

The Consultant shall provide proof of: (A) Automobile Liability insurance coverage of \$100,000.00 per claim and up to \$2,000,000.00 per occurrence and uninsured motorist coverage; and (B) general liability insurance for acts occurring in connection with the Services to be provided hereunder with limits to such insurance in amounts acceptable to MARC, as approved in writing by MARC to Consultant.

13. **CONFIDENTIALITY**

- A. Except as is necessary in the performance of this Agreement, or as authorized in writing by the

other party, each party (and its employees, agents and Consultants) shall not disclose to any person, institution, entity, company, or other third party any information directly or indirectly related to the Services, including information about the third parties for whom the Services are performed, that the party (or its employees, agents and Consultants) receives as a result of performing its obligations under this Agreement, except for disclosure that is necessary to perform the Services.

- B. The parties (and their employees, agents and Consultants) shall not disclose, except to each other and except for disclosure that is necessary to perform the Services, any proprietary information, professional secrets or other information, records, data and data elements (including, but not limited to, protected health information) collected and maintained in the course of carrying out the responsibilities under this Agreement, unless such party receives prior written authorization to do so from the other party or as required by law.
- C. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The parties shall ensure that their respective employees, agents and Consultants are aware of and shall comply with the aforementioned obligations.
- D. In the event Consultant (or its employees, agents and Consultants) makes an unauthorized disclosure of information, Consultant shall indemnify MARC, including MARC's officers, directors, managers, agents and/or employees for any loss proximately arising from such disclosure. Consultant acknowledges that in the event of an unauthorized disclosure, the damages incurred by MARC may be difficult if not impossible to ascertain, and that MARC may seek injunctive relief as well as monetary damages against Consultant as a result of a breach of the confidentiality obligations set forth above.
- E. MARC is a public governmental body subject to the provisions of Missouri's Sunshine Law, Sections 610.010 through 610.030 RSMo. As such, MARC is required to allow citizens to inspect and copy District documents deemed to be "public records" under the law. Nothing herein shall prohibit MARC from satisfying a request to inspect and copy documents if legal counsel for MARC is of the opinion that such documents are "public records."

#### 14. **DEFAULT**

In the event of a default with respect to any of the provisions of this Agreement or the obligations under it, the non-defaulting party shall give the defaulting party written notice of such default. After receipt of such written notice, the defaulting party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the defaulting party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the defaulting party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-defaulting party may not maintain any action or effect any remedies for default against the defaulting party unless and until the defaulting party has failed to cure the same within the time periods provided in this paragraph.

#### 15. **GOVERNING LAW**

This Agreement shall be interpreted under and governed by the laws of the state of Missouri. Whenever there is no applicable state statute or decisional precedent governing the interpretation of this

Agreement, then federal common law shall govern.

16. **NOTICES**

Any action by MARC under this Agreement may be taken by David A. Warm, Executive Director, or such other person as David A. Warm or MARC may designate for such purpose by written notice to the Consultant. All compensation and written notices to the Consultant shall be considered to be properly given if mailed, delivered in person, or transmitted by electronic mail or similar method to:

Name  
Address  
email

All invoices, written reports and written notices given to MARC shall be considered to be sufficiently given if mailed, delivered in person, or transmitted by electronic mail or similar method to:

Katie Killen, Housing Program Manager  
Mid-America Regional Council  
600 Broadway, Suite 200  
Kansas City, Missouri 64105-1554  
kkillen@marc.org

17. **ENTIRE AGREEMENT**

This Agreement cancels and supersedes all previous discussions, negotiations, understandings, representations, warranties and agreements, written or oral, relating to the subject matter of this Agreement, and contains the entire understanding of the parties hereto.

18. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which is deemed to be an original and all of which constitute one agreement that is binding upon all of the parties hereto, notwithstanding that all parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the dates set forth below.

MID-AMERICA REGIONAL COUNCIL

By: \_\_\_\_\_  
David A. Warm  
Executive Director

By: \_\_\_\_\_

Date: \_\_\_\_\_  
"MARC"

Date: \_\_\_\_\_  
"Consultant"

**Exhibit A**

Scope of Services – Based on Response to RFP

**Exhibit B**  
**Budget**