

CONTRACT FOR SERVICES
Between
City of Columbia Missouri
and
Burlington Associates in Community Development, LLC

This AGREEMENT is entered into as of the day and year referenced below by and between **City of Columbia Missouri** (hereinafter referred to as "the City") whose principal office is presently located at 701 East Broadway, City of Columbia Missouri, 65205, and **Burlington Associates in Community Development, LLC**, a limited liability company, organized in the State of Vermont (hereinafter referred to as "Burlington Associates") with a mailing address at P.O. Box 994, Burlington, Vermont, 05402.

Witnesseth:

Whereas, the City desires to engage Burlington Associates to assist the Columbia Community Land Trust (CCLT) to complete a strategic planning process to determine its organizational priorities and operational work plan for the remainder of the operating agreement between the City and CCLT – and beyond;

Now, therefore, the City and Burlington Associates do mutually agree to the terms and conditions of this Contract for Services.

Section 1. Scope of Work

Burlington Associates shall perform the following tasks while coordinating the execution of such tasks with the City, as appropriate:

1.1 – Facilitate a strategic planning process with the CCLT board of directors and staff designated by the City to manage CCLT’s critical functions and day-to-day activities –
Specific tasks to be completed include:

- Identify a mutually workable date for this planning session and prepare an agenda for the session to be distributed to those who will be participating.
- Travel to Columbia MO for a multi-day on-site visit. While there, facilitate strategic planning session with CCLT board of directors and City-designated staff and participate in other meetings and critical discussions, as appropriate;
- Following visit, prepare and submit a 2-3-page, bullet point summary of the key decisions resulting from the strategic planning session and the site visit – for further consideration by CCLT board and staff.

The specific scope of services is outlined more fully in the revised Proposal for Services, dated July 17, 2018, attached below as Exhibit A.

Section 2. Responsibilities of the City of Columbia

In addition to compensating Burlington Associates for services performed and reimbursing Burlington Associates for expenses incurred in carrying out the Scope of Work, the City shall be responsible for completing the following tasks, all of which are necessary and essential for Burlington Associates to complete its tasks in a successful and timely fashion:

- 2.1 Convene the CCLT board of directors and City-designated staff for the strategic planning decisions and distribute the agenda and any additional materials provided by Burlington Associates to those who will participate in the strategic planning session.
- 2.2 Schedule and participate in all meetings with Burlington Associates to be scheduled to deliberate the critical decisions required to complete scope of services outlined above.
- 2.3 Cover any costs associated with these meetings (such as meeting space, publicity, photocopying and the like).

Section 3. Limitations

- 3.1 Both parties acknowledge that the information provided and the services rendered under the Scope of Work by Burlington Associates will be **advisory** to the City and to CCLT – and the City and CCLT will assume sole and complete responsibility for making final decisions related to the services provided.
- 3.2 Both parties acknowledge that successful completion of the Scope of Work under the conditions of this Contract requires adequate and timely completion by the City. The City acknowledges that Burlington Associates may be unable to complete the Scope of Work if such tasks are not completed by the City in a timely fashion and agrees not to hold Burlington Associates liable for non-completion in such circumstances.

Section 4. Personnel

- 4.1 **Burlington Associates.** Michael Brown is the principal of Burlington Associates who shall play the leading role in carrying out the Scope of Work specified in Section 1 of this Contract for Services.
- 4.2 **City of Columbia Missouri.** Randy Cole shall oversee this Contract for Services and shall be the primary point of contact for Burlington Associates in responding to any requests for payment, information, or staff support. He shall also be responsible for assigning and supervising volunteers, staff or consultants that may be necessary in carrying out the responsibilities specified in Section 2 of this contract for Services.

Section 5. Scheduling of Work

While some of the services specified under the Scope of Work, above, will be performed **on-site** in Columbia Missouri, most of the work will be also performed **off-site** in Saint Joseph Minnesota or in other locations. The sequencing and scheduling of all services will be specified through periodic consultation and mutual agreement between Mr. Cole and Mr. Brown.

Section 6. Term

Work under this contract shall be retroactive to August 1, 2018 and shall be completed no later than September 30,2018, unless extended by the written mutual consent of both parties.

Section 7. Compensation

- 7.1** Compensation for the professional services by Burlington Associates outlined in Phase One of the revised proposal for services (attached as Exhibit A) shall be paid by the City at a rate of one hundred fifty dollars (\$150.00) per hour. Travel time is included in the professional hours billed, up to but not exceeding a *maximum* of eight (8) hours per day for each day spent on-site, including travel between St. Joseph MN and Columbia MO. Total compensation for professional services is a not-to-exceed amount of five thousand four hundred forty dollars (\$5,400.00). In addition to compensation for professional services, Burlington Associates will be reimbursed by the City for documented travel expenses paid by Burlington Associates in carrying out the Scope of Work specified in Section 1 herein, including transportation costs, lodging and meals for multi-day on-site visits.
- 7.2** If additional time and professional services are requested by the City above the tasks and products identified in the Scope of Work, Burlington Associates will bill for these services at a rate of one hundred fifty dollars (\$150.00) per hour.
- 7.3** Burlington Associates will submit a single invoice to the City, following the completion of the scope of work outlined above. This invoice will identify the time worked by date, the general service(s) that were performed, the reimbursable expenses incurred and the total compensation (and any expense reimbursement) that is due and payable.
- 7.4** The City will pay this invoice from Burlington Associates within twenty-one (21) days of receipt. A late fee of ten percent (10%) per month may be added to the balance of invoices that remain unpaid for longer than thirty (30) days.

Section 8. Termination

- 8.1** TERMINATION FOR CONVENIENCE. This Contract for Services may be terminated by mutual agreement of both parties. In the event of termination not the fault of Burlington Associates or the City of Columbia, Burlington Associates shall be compensated for all services rendered and reimbursed for all expenses incurred up to and including the termination date.
- 8.2** TERMINATION FOR CAUSE. This Contract for Services may be terminated by either party upon fourteen (14) days written notice should either party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination through the fault of Burlington Associates, Burlington Associates shall not be due compensation for services rendered after the last billing immediately preceding the termination. In the event of termination through the fault of the City, including nonpayment as described in Section 7.4, above, Burlington Associates shall be due

compensation for all services rendered and shall be reimbursed for all expenses incurred up to and including the termination date.

8.3 Within 30 days of termination of this contract, the City shall be entitled to receive copies of all finished reports prepared by Burlington Associates under this Contract for Services.

Section 9. Employment Status

For purposes of performing the services specified in this contract, the parties agree that Burlington Associates is an independent contractor. Burlington Associates is not an employee of the City. Burlington Associates is responsible for all withholding and other tax liabilities resulting from this contract.

Section 10. Miscellaneous

10.1 *Nondiscrimination*

Burlington Associates shall not discriminate against any employee, applicant for employment, or applicant for services because of race, color, religion, sex, disability, age, sexual or affectional orientation, or national origin.

10.2 *Translations*

Services provided by Burlington Associates will be conducted in the English language. Should the City determine that verbal or written information provided by Burlington Associates must be translated into a language or languages other than English, the City shall bear the responsibility and the cost of performing such translations.

10.3 *Assignments and Subcontracts*

Burlington Associates shall not assign the performance of this Contract or any portion thereof to any principal of Burlington Associates other than Mr. Brown, without the prior knowledge and verbal approval of the City. Nor shall Burlington Associates subcontract the performance of this Contract or any portion thereof to any person who is *not* a principal of Burlington Associates without the prior written approval of the City.

10.4 *Agreement and Amendment*

This Contract represents the entire agreement between City of Columbia Missouri and Burlington Associates. No changes, modifications, or amendments in the terms or conditions of this Contract shall be effective unless reduced to writing, numbered and signed by duly authorized representatives of the City and Burlington Associates.

10.5 *Severability*

If any provision of this Contract for Services is found to be illegal or unenforceable, this Contract nevertheless shall remain in full force and effect and the provision shall be stricken.

- 11** This contract shall be governed by the laws of the State of Missouri and venue for any litigation pertaining thereto shall be in Boone County, Missouri or in the federal court of the Western District of Missouri.
- 12** In no event shall the language of this contract constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to applicable sovereign, governmental, or official immunities as provided by federal and state constitutions and laws.
- 13** All obligations of the City under this contract which require the expenditure of funds are conditional upon the availability of funds budgeted and appropriated by the City Council of Columbia, Missouri for that purpose.

This contract shall be governed by applicable federal and state law. Each provision is separate so to the extent that any provision is rendered invalid by any act of the U.S. Congress, the Missouri General Assembly, or the Vermont State Assembly it shall have no effect on the validity of each and every other provision.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this agreement is within the purpose of the appropriation to which it is to be charged, Account No. 26604130-504990-RENT, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor

Michele Nix, Director of Finance

BURLINGTON ASSOCIATES IN COMMUNITY DEVELOPMENT, LLC

By: _____
Michael Brown, Partner

Date: _____



**Burlington Associates
in Community Development**

17 July 2018

To: Randy Cole, City of Columbia Missouri
From: Michael Brown
Re: **Proposal for Services**

Thank you for contacting me and asking Burlington Associates to prepare and submit a proposal for services for me to assist the Columbia Community Land Trust (CCLT) to complete a strategic planning process to chart its course over the next five years. The purpose of this memorandum is to outline two different approaches that could be taken and the cost for my engagement in this process in each of these approaches.

Issues to be Addressed

As you and I have discussed by phone, there are several dynamics and fundamental issues that, at a minimum, will need to be addressed in this strategic planning effort, including:

- As is the case with many nonprofit boards, there needs to be a working understanding of the appropriate roles and responsibilities of the CCLT board of directors and those of its staff, in order for the organization to function effectively and efficiently.
- There needs to be clarity and agreement regarding the terms, conditions, and requirements of the current operating agreement between the City of Columbia and CCLT for the remaining term of this agreement.
- The CCLT board of directors and staff need to set a strategic direction for the organization in advance of the end date of the operating agreement with the City. This strategic direction will, in turn, determine the core functions CCLT will manage (and, by extension, those it will not). Most particularly, a key issue to be resolved is whether CCLT will carry primary responsibility for developing the units to be brought into its portfolio or, as it has done to date, it will rely on public sector and private sector partners to deliver completed, affordable homes to the CLT. Related issues to explore include:
 - In what ways might this new strategic direction impact CCLT's current mutually-beneficial relationship with City?
 - What are the benefits associated with the CCLT acting in a limited role as a mechanism to further leverage and steward existing City funded non-profit and for-profit affordable housing partners, when compared to transitioning into becoming a housing development organization?
 - If it were to transition into becoming a housing development organization in addition to operating successfully as a stewardship organization, what additional organizational capacity will CCLT need? What additional skill sets will it need on its governing board? What additional paid, professional staffing would be required?
 - How would transitioning to a housing development organization impact the CCLT's primary commitment to stewardship? Are there any competing or budgetary goals or implications that could (or would) impact stewardship decisions and obligations?
 - What nonprofit and/or for-profit development partners historically and currently funded by the City would the CCLT-as-a developer be unwittingly (or intentionally) competing with?

- And to what extent could this impact the City's broader strategy in allocating resources to the broader affordable housing continuum of needs (homeless, rental, homeownership)?
- What existing partnerships would CCLT-as-a-developer need to cultivate and nurture and what new critical partnerships would need to be established and maintained?
 - What is the level of subsidies that will be needed to make CCLT's homes affordable for its target clientele each year for the next five (5) years, given market appreciation, land costs, mortgage interests rates, and the like?
 - What are the likely sources for these homeownerships subsidies? And how likely will CCLT be able to secure these subsidies – and in what quantities, annually – each year for the next five (5) years?
 - Given its organizational preferences and the likely availability of homeownership subsidies, what is the anticipated scale of CCLT's portfolio development (i.e., the number of affordably priced homes expected to be brought into its portfolio) each year, over the course of the next five (5) years?
 - What is the level of staffing increases that will be required each year to meet this anticipated pace and scale – in terms of administration and operations; portfolio development; and stewardship?
 - What are the annual operating budget projections needed over the next five (5) years, due to this expanded mission and these larger portfolio projections? What are resulting projected annual operating costs? And what are the accompanying annual operating revenue requirements and sources? And how much revenue will be generated through CCLT's operations (i.e., portfolio revenue and fees-for-service) and how much will need to be secured from external private sector and/or public sector sources to meet CCLT's annual operating costs and reserve requirements?

These critical issues – and, undoubtedly, others that will develop in the planning process – will need to be carefully addressed and sufficiently resolved before the Columbia Community Land Trust charts a new course for its future.

Proposed Process and Budget

Here is the process I propose for completing this strategic planning effort:

Strategic Planning

I will work with you and with the CCLT board of directors to identify a date and set an agenda for a face-to-face strategic planning session that will focus on coming to agreement around whether CCLT will transition into becoming a development organization and identifying the critical decisions that would need to be resolved in order for that to happen. I anticipate that this strategic planning session could be scheduled for some time in September of this year.

I will prepare for this site visit and travel to Columbia for a 3-day/2-overnight visit, during which I will facilitate a multi-hour, strategic planning session with CCLT board and staff. While there, I could also participate in other meetings and critical discussions about CCLT and its future plans. Following this site visit, I will prepare and submit a 2-3-page, bullet point summary of the key decisions resulting from the strategic planning session and the site visit – for further consideration by CCLT board and staff.

I estimate that I would need a total of twelve (12) hours for pre-visit preparation and for drafting the brief final summary, in addition to the 24 hours (8 hours per day) for the on-site visit. This would result in a total cost for professional fees of \$5,400. Additionally, I would require reimbursement for travel expenses incurred at their actual cost, which I estimate to be in the range of \$800 or so. The total projected cost for this strategic planning engagement is **\$6,000**.