

**AGREEMENT
FOR
TECHNICAL ASSISTANCE CONSULTING SERVICES**

THIS AGREEMENT is made as of the 1st day of July, 2023 by and between ST. CLAIR COUNTY INTERGOVERNMENTAL GRANTS DEPARTMENT, a body corporate and politic ("IGD"), and RISE COMMUNITY DEVELOPMENT, a Missouri not-for-profit corporation ("Rise").

RECITALS:

1. IGD is a department of the St. Clair County Illinois government that administers grants to provide community development, community services and employment and training services to St. Clair County. It administers the Community Development Block Grant (CDBG) Disaster Recovery (CDBG-DR) and HOME (HOME), HOME ARP Investment Partnerships (HOME-ARP) Programs, among many others to provide housing and services to low-moderate income households to the residents of St. Clair County.
2. Rise is a Missouri not-for-profit corporation organized and operated exclusively for non-profit charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or corresponding provision of any future United States Internal Revenue Law) and specifically for the purpose of encouraging, promoting, stimulating and developing, through both cooperative efforts and technical consulting services and support, neighborhood assistance and economic development programs, decent, safe, sanitary and affordable housing, community facilities and other related facilities within the greater St. Louis metropolitan area.
3. IGD desires to retain Rise to render community development-related consulting and technical assistance services to IGD and its designees in the manner and on the terms and conditions set forth herein.
4. Rise is willing to provide community development-related consulting and technical assistance services to IGD and its designees on the terms and conditions set forth herein.

In consideration of the premises and the covenants set forth below, IGD and Rise hereby agree as follows:

**ARTICLE I
DUTIES OF RISE**

Section 1.1 **General Terms.** IGD hereby retains Rise to provide community development disaster recovery- (CDBG-DR) related consulting and technical assistance services to IGD, for the period and on the terms and conditions set forth in this Agreement. Rise hereby accepts such retainer and agrees to render, or arrange for the rendering of, the services described below for the consideration and the period(s) set forth in this Agreement. Rise shall for all purposes herein be deemed an independent contractor and shall, unless otherwise expressly provided or authorized, have no authority to act for or represent IGD or its designees in any way or otherwise be deemed an agent of IGD or its designees.

Section 1.2 **Consulting and Technical Assistance Services.** Rise will assist IGD with the following activities as required by U.S. Department of Housing and Urban Development to enable IGD to prepare its CDBG-DR Action Plan/CDBG-DR public plan/ implementation plan in HUD's DRGR System submission in a timely manner to the U.S. Department of Housing and Urban Development ("HUD"):

CDBG-DR Plan Preparation, including but not limited to:

Executive Summary

The Process

Lead & Responsible Agencies

Consultation

Citizen Participation

Needs Assessment

Market Analysis

CDBG-DR Action Plan/Public Plan Preparation, including:

Developing an impact and unmet needs assessment

Demonstrating a clear connection of programs and project to unmet needs

Describing and analyzing public housing, affordable rental housing and housing for vulnerable populations

Expected Resources

Goals and Objectives

Projects

Project Summary

Geographic Distribution

Other Actions such as Fair Housing assessment

Program Specific Requirements

Implementation Plan

Overview
Geographic Priorities
Priority Needs
Influence of Market Conditions
Anticipated Resources
Institutional Delivery Structure
Goals Summary
Barriers
Monitoring

Analysis of public housing, affordable rental housing, housing for vulnerable populations

Examination will include data analysis and assessment of previous studies related to fair housing to identify patterns of segregation of protected classes, an analysis of perpetuating factors.

Racially and Ethnically Concentrated Areas of Poverty

RCAP and ECAP will be identified through GIS analysis of Census data. During our review of jurisdiction policies and land use patterns, careful attention will be paid to factors that may create or perpetuate RCAP and ECAP.

Access to Opportunity

During the data analysis portions of the engagement, Rise will take an asset-oriented approach to understanding areas within the jurisdiction as related to the disaster.

Fair Housing Environment

The Fair Housing environment will be examined by evaluating fair housing education and outreach programs conducted by relevant organizations and agencies. Rise will also review any previous planning documents that document efforts to overcome impediments and affirmatively further fair housing. Opportunities to collaborate on fair housing will be identified, as well as any barriers that impede enforcement and education about fair housing laws.

Public Policies

A wide range of public policies and practices will be examined and findings related to how these policies and practices affect the provision of fair housing.

Other Services as Required.

ARTICLE II
COMPENSATION

Section 2.1 **Compensation.** IGD shall pay Rise an amount not to exceed Thirty thousand Dollars (\$30,000.00) for performing the duties described in Article I. This amount is based on costs estimated for described service activities as follows:

CDBG-DR Action Plan, Implementation Plan	\$30,000
TOTAL	\$30,000

Plus the actual costs of printing, binding and delivering all copies of the documents described above.

The actual cost may vary and billing must reflect actual time and cost. Services will be billed upon completion of each element of work outlined above as initially submitted to IGD for review. An amount of 10% of the total agreed upon compensation will be held by IGD until the U.S. Department of Housing and Urban Development gives approval of the documents submitted under this agreement.

ARTICLE III
LIMITATION OF LIABILITY AND INDEMNIFICATION
OF RISE

Section 3.1 **Limitation of Liability.** Rise shall not be liable for any error of judgment or mistake of law or for any loss arising out of any investment or for any act or omission in the performance of its duties as described herein, except for negligence or misconduct in the performance of its duties, or by reason of reckless disregard of its obligations and duties hereunder. As used in this Article, the term "Rise" shall include any affiliates of Rise performing services for IGD contemplated hereby and directors, officers and employees of any such affiliates.

Section 3.2 **Indemnification.** To the fullest extent permitted by law IGD shall indemnify and hold harmless Rise and any of its affiliates who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative by reason of any acts or omissions or alleged acts or omissions arising out of such person's activities as or on behalf of Rise if such activities were performed in good faith either on behalf of IGD or in furtherance of the interests of IGD, and in a manner reasonably believed by such person to be within the scope of the authority conferred by this Agreement or by law, against losses, damages or expenses for which such person has not otherwise been reimbursed (including attorneys' fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred by such person in connection with such action, suit or proceeding, so long as such person was not guilty of negligence or misconduct in the performance of his, her or its duties or of reckless disregard of his, her or its

obligations and duties hereunder with respect to such acts or omissions and, with respect to any criminal action or proceeding, had no reasonable cause to believe his, her or its conduct was unlawful, and provided that the satisfaction of any indemnification and any holding harmless shall be from and limited to Rise's assets and no Director of Rise shall have any personal liability on account thereof.

Section 3.3 **IGD Limitation of Liability.** Rise agrees to protect, indemnify and save harmless IGD from all attorney's fees, costs, expenses and damages arising directly and exclusively out of any failure of Rise to comply with all applicable Federal and State laws and regulations as they may apply to this contract and all claims, suits, actions, costs, counsel fees, expenses, damages, judgment or decrees by reason of any injury to person or property directly and exclusively caused by Rise, its officers, agents, employees or independent contractors in the performance of any obligations and duties hereunder.

ARTICLE IV **ACTIVITIES OF RISE**

Rise agrees to commit appropriate skill, effort and attention to execute the performance of its duties on behalf of IGD hereunder. IGD acknowledges that Rise, and or its principals, may from time to time be involved in the provision of similar services to concerns other than IGD, however that Rise agrees that absent the prior written approval of IGD, such activities by Rise shall not be in conflict with the duties being performed on behalf of IGD. RISE will follow all requirements as stated in the Federal Register Vol. 88 No. 96 dated May 18, 2023.

ARTICLE V **DURATION AND TERMINATION OF THIS CONTRACT**

5.1 **Duration.** This Agreement shall become effective as of the date hereof and shall remain in force until July 1, 2024. The sole and exclusive compensation for termination of this Agreement shall be as set forth in Article II hereof.

5.2 **Termination.** The engagement of Rise hereunder shall terminate prior to the expiration of the end of the term upon the happening of any one of the following events: (i) fraud or dishonesty committed against or with respect to Rise or any of its affiliates as shall be reasonably determined to have occurred by IGD; (ii) the willful failure of Rise to follow any

reasonable direction or policy of IGD; or (iii) gross negligence of Rise in the performance of Rise's duties hereunder.

5.3 **Payments Upon Termination.** Upon termination of this Agreement pursuant to the foregoing provisions of this Article V, IGD shall promptly pay to Rise the full amount of compensation accrued under this Agreement through the termination date. IGD or Rise may also terminate this Agreement for any other reason upon one Thirty (30) days prior written notice.

ARTICLE VI
MISCELLANEOUS

Section 6.1 **Amendments of this Agreement.** This Agreement may be amended by the parties only if such amendment is specifically approved by each party in writing.

Section 6.2 **Assignment.** The parties hereto shall not assign any of their rights or obligations under this Agreement, whether by operation of law or otherwise. In the event of its assignment, this Agreement will automatically terminate.

Section 6.3 **Return of Property.** Each party shall promptly deliver to the other all of the other's property in its possession after termination of this Agreement. At the termination of this Agreement or at any other time IGD may request, Rise shall promptly deliver to IGD all memoranda, notes, records, sketches, plans or other documents made or compiled by, delivered to, or otherwise acquired by Rise in connection with performance of this Agreement.

Section 6.4 **Governing Law.** This Agreement shall be construed in accordance with laws of the State of Illinois. To the extent that the applicable laws of the State of Illinois conflict with any of the provisions herein, the former shall control.

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

RISE COMMUNITY DEVELOPMENT

By: _____

Name: Terrell Carter

Title: President

**ST. CLAIR COUNTY INTERGOVERNMENTAL
GRANTS DEPARTMENT**

By: _____

Name: Richard Stubblefield

Title: Executive Director