



November 22, 2024

## City of Sheboygan CDBG Advisory Services

**THIS AGREEMENT** made the 22<sup>nd</sup> day of November 2024, by and between Redevelopment Resources, LLC, hereafter called the Consultant, and the City of Sheboygan hereinafter called the Client.

Included in the scope of services would be all activities related to CDBG Advisory Services including:

- Review of existing files, spreadsheets, contracts, agreements, programs, and related documents
- Organize files
- Ensure subrecipients contracts are up to date
- Ensure City is meeting timeliness goals
- Review Consolidated Plan and Annual Action Plan to ensure deadlines are met
- Review CAPER to ensure items have been followed through
- Review Analysis of Impediments to Fair Housing Choice to see if it's up to date, and if not, get approval to complete this
- Conduct subrecipient monitoring if necessary
- Prepare for HUD monitoring visit
- Meet with HUD representatives to review programs, deadlines, timeliness and other items
- Other tasks as necessary

### CONTRACT PRICE

The Client shall pay the Consultant for scope of services to be performed and deliverables, the rate of \$160/hour, to be billed monthly based on hours worked. Expenses to be billed at cost, including mileage.

### FEES & EXPENSES

- A. **Fees:** In consideration for performance of the services specified above, the Client shall pay Consultant as invoiced for progress toward work completed. Such payment shall be due and payable within 30 days of the invoice date. Consultant will visit the community as necessary to carry out the scope of services. Consultant will be reimbursed for mileage at the current IRS mileage reimbursement rate. Other expenses will be billed at cost.

### TERM

The term of this contract shall begin on December 9, 2024, and end when work is completed. The Client and Consultant shall periodically review the performance of the terms of the contract and agree upon objectives. Any additional services contracted will be addressed with a separate agreement for services. No such services shall be rendered, and no additional expenses or costs shall be incurred without the prior written approval of client as evidenced by the separate agreement.

### CONTRACT MODIFICATION, TERMINATION AND TRANSFER

- A. **Modifications:** This Contract may be modified by mutual written agreement of both parties.

Redevelopment Resources, LLC  
P. O. Box 14357, 722 Traveler Lane, Madison, WI 53718  
715-581-1452 [www.redevelopment-resources.com](http://www.redevelopment-resources.com)



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- B. **Termination:** This Contract may be terminated by either party, with or without cause, by written notification from either party to the other at least 30 days prior to the intended termination date. Should this occur, the Client shall be required to pay Consultant for any work completed to that point. If Client terminates this contract due to contractor's default, after notice has been given and an opportunity to cure provided, then no further payments shall be due under this contract.

#### INDEMNIFICATION

Consultant agrees to indemnify and hold harmless Client and its officers and employees from any liability, claims, suits or causes of action arising out of the provision of management services under this Agreement attributable to the negligence of the Consultant or Consultant's officers, employees, or agents. Said indemnification shall include payment of all damages, costs, and attorney's fees. Nothing contained within this agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wis. Stat. ss. 345.05 and 893.80. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by Wisconsin law.

#### NON-EXCLUSIVE SERVICES

The Client acknowledges that the services of Consultant rendered under this contract are non-exclusive and Consultant's fee has been established on that basis. During the term of this contract the Consultant shall be free to render services, similar or dissimilar to the services rendered hereunder to third parties, provided that the services rendered by Consultant to third parties do not directly compete with the services which Consultant is performing for the Client and further provided that the rendering of services to the third parties does not compromise Consultant's business and ethical obligations to the Client.

#### KEY PERSONS

The Client hereby designates the City Administrator for Sheboygan as official contact person and liaison with Consultant in all matters relating to the contract. It is understood by both parties to this contract that all official communications, directions, and assignments shall come from or be authorized by the above-mentioned officers. Kristen Fish-Peterson, Managing Partner of Redevelopment Resources, shall be the primary contact for Redevelopment Resources.

#### GENERAL PROVISIONS

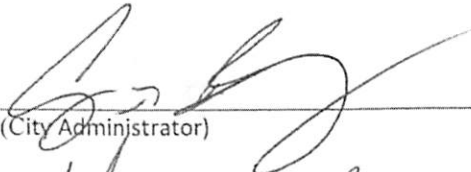
1. This Agreement will be the entire agreement, and only agreement between the Client and Consultant, and shall supersede any previous agreements between the Client and Consultant. Any changes to this agreement will be invalid unless signed and dated by both an authorized officer of the Client and Consultant and attached and made part of this agreement.
2. If any term or provision of this agreement or applicable part hereto shall be void, illegal or unenforceable, the validity of the remaining terms or provisions shall not be affected thereby. Furthermore, the failure of either party to enforce any of the provisions of this agreement in any interest will not be construed as a waiver of its right to enforce such provision either currently or in the future.

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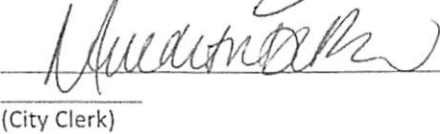
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3. This agreement shall be subject to, interpreted under, and enforceable according to the laws of the State of Wisconsin. Any judicial action arising directly or indirectly from this agreement shall have its venue in the Courts of the State of Wisconsin, and in the County of Sheboygan.
4. Consultant will add Client as an "Additional Insured" to Consultant's Professional Liability Insurance Policy for the duration of the contract.

  
(City Administrator)

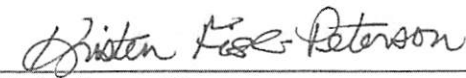
12/02/24

Date

  
(City Clerk)

12/03/24

Date

  
Redevelopment Resources

12/04/2024

Date