



# CITY OF SOUTH BEND

## REDEVELOPMENT COMMISSION

### Redevelopment Commission Agenda Item

DATE: January 28, 2021  
FROM: Alkeyna Aldridge  
SUBJECT: Budget Request (Pokagon Fund)

\_\_\_\_\_ Pres/V-Pres

ATTEST: \_\_\_\_\_ Secretary

Date: \_\_\_\_\_

APPROVED  Not Approved

*SOUTH BEND REDEVELOPMENT COMMISSION*

Which TIF? (circle one) River West; River East; South Side; Douglas Road; West Washington

This budget request funding for expanding our inclusive neighborhood development strategy through continuing technical assistance services to small developers already in the pipeline, as well as, continue to build local, grassroots momentum for to recruit and train more local developers utilizing the Small Developer’s Tool Kit.

**I. Request: \$47,500**

Vendor: Incremental Development Alliance, Inc.  
Professional Services: Targeted Small Developer Technical Assistance

The Alliance aims to train under capacity *neighborhood-based organizations and individuals* how to develop small buildings, often owner occupied (or owner-adjacent).

**II. Request: \$25,000**

Vendor: Leslie Omeeboh  
Professional Services: Grant Writing & Research

Vendor will work to research and complete funding opportunities utilizing the \$100k Pokagon Fund investment in the Linden Avenue Greenhouse project to sustain future youth jobs and nutritional programming.

**Total Request: \$72,500**

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1400S County-City Building | 227 W. Jefferson Blvd. | South Bend, Indiana 46601 | p 574.235.9371 | f 574.235.9021 | www.southbendin.gov

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (this “Agreement”) is made effective as of January 28, 2021 (the “Effective Date”), by and between the City of South Bend, Indiana, a municipal corporation organized and operating under the laws of the State of Indiana, acting by and through its Department of Community Investment (the “City”), and Incremental Development Alliance, a Minnesota non-profit corporation (the “Provider”) (each a “Party” and collectively the “Parties”).

For and in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Services. The Provider will provide to the City the professional services (the “Services”) set forth in the Provider’s proposal attached hereto as Exhibit A (the “Scope of Work”). In the event of any conflict between the terms of this Agreement and the terms of the Scope of Work, the terms of this Agreement will prevail. The Provider will execute its obligations under this Agreement in accordance with the prevailing professional standard of care for projects of similar design and complexity.

2. Compensation. In exchange for the Provider’s performance of the Services, and subject to the terms and conditions of this Agreement, the City will pay the Provider a total sum not to exceed Fifty Thousand Five Hundred Dollars (\$50,000.00) (the “Contract Amount”). The City will pay the Contract Amount in installments upon regular invoicing by the Provider (each a “Contract Installment”). The City will not be required to pay any Contract Installment if the City is not reasonably satisfied with the Provider’s performance under this Agreement or any default or breach of this Agreement by the Provider exists, as the City may determine in its sole discretion. The sum of all Contract Installments will not exceed the Contract Amount, and the Provider will not incur or seek reimbursement for any expenses in excess of the Contract Amount.

3. Term; Termination. Unless earlier terminated in accordance with its terms, this Agreement will commence on the Effective Date and end upon the Provider’s completion of all its obligations hereunder and the City’s final payment therefor. Notwithstanding the foregoing, effective immediately upon delivery of a written termination notice to the Provider, the City may terminate this Agreement, in whole or in part, for any reason, if the City determines that such termination is in the best interest of the City. In addition, in accordance with applicable laws, payments are subject to annual appropriation. If the City Controller makes a written determination that funds are not appropriated or are otherwise unavailable to support the continuation of this Agreement, it shall be cancelled. A determination by the City Controller that funds are not appropriated or are otherwise unavailable to support the continuation of performance shall be final and conclusive. The City will not be required to pay any Contract Installment or be otherwise liable for any cost associated with the Provider’s performance of any Services after the effective date of termination.

4. Remedies for Breach of Contract. The Provider’s failure to complete the Services in accordance with this Agreement will be considered a material breach. In the

event of any breach of this Agreement by the Provider, the City may suspend all payments to the Provider and may pursue any and all remedies available at law or in equity.

5. Point of Contact. The City employee identified in Section 10 below will serve as the City's principal point of contact for purposes of this Agreement.

6. Relationship. The Provider shall at all times be an independent contractor for the performance of the Services rather than an employee of the City, and no act or omission to act by the Provider shall in any way bind or obligate the City. No employee of the Provider will be considered or deemed to be an employee of the City. This Agreement is strictly for the benefit of the Parties and not for any third party or person. This Agreement was negotiated by the Parties at arm's length and each of the parties hereto has reviewed the Agreement after the opportunity to consult with independent legal counsel. Neither party shall maintain that the language in the Agreement shall be construed against any signatory hereto. The City and the Provider hereby renounce the existence of any form of agency relationship, joint venture, or partnership between the Provider and the City and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between the City and the Provider.

7. Indemnification of City. The Provider hereby agrees to indemnify, defend, and hold harmless the City and its officials, employees, and agents, from any and all claims of any nature which arise from the performance by the Provider under this Agreement and from all costs and attorney fees in connection therewith, except for claims arising out of the negligence or intentional acts or omissions of the City or its officials, directors, employees, or agents. The obligations of the Provider under this section shall survive the termination of this Agreement.

8. Work Product; Ownership. The Provider will submit its work product to the City in accordance with the terms of the Scope of Work. Any and all work product submitted by the Provider to the City as part of the Provider's performance of the Services shall be free from claims of infringement and will become the exclusive property of the City. The City will have the right to use and reproduce copies of the Provider's work product as the City determines in its sole discretion without compensation to the Provider except the compensation expressly provided for in this Agreement. The City agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the Provider against any damages, liabilities, or costs, including reasonable attorneys' fees, arising from or allegedly arising from or in any way related to or connected with the reuse or modification of the deliverables by the City. The City will credit the Provider each time the deliverables are used.

9. Assignment. The Provider shall not assign or subcontract the whole or any part of this Agreement or its obligations hereunder without the prior written consent of the City.

10. Notices. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered when deposited in the United States Postal Service, postage

prepaid, registered or certified mail, return receipt requested, addressed to the City or the Provider, as the case may be, at the address set forth below.

Provider:

Incremental Development Alliance  
P.O. Box 8847  
Minneapolis, MN 55408  
Attn: Jim Kumon,  
Executive Director

City:

City of South Bend  
227 W. Jefferson Boulevard, Suite 1400 S.  
South Bend, IN 46601  
Attn: Alkeyna Aldridge, Director of  
Engagement & Economic Empowerment

11. Equal Opportunity; Non-Discrimination; Compliance. The Provider shall comply with all applicable laws and regulations in its hiring and employment practices and policies for any activity covered by this Agreement. The Provider shall comply with all federal, state, and municipal laws, regulations, and standards applicable to its activities pursuant to this Agreement including, but not limited to, the requirements imposed by Ind. Code 22-9-1-10 (non-discrimination), the provisions of Ind. Code 5-22-16.5 (disqualification for dealings with the government of Iran), and the provisions of Ind. Code 22-5-1.7 (requiring E-Verify for new employees and prohibiting employment of unauthorized aliens). Each of the foregoing provisions is incorporated herein as if set forth in full, and the Provider certifies that she is in compliance with each such provision and shall remain in compliance through the term of this Agreement.

12. Non-Collusion and Acceptance. The undersigned attests, subject to the penalties of perjury, that he/she is the properly authorized representative, agent, member or officer of the Provider and that he/she has not, nor has any other member, employee, representative, agent or officer of the Provider, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

13. Drug-Free Workplace. The Provider hereby agrees to make a good faith effort to provide and maintain a drug-free workplace. The Provider will give written notice to the City within ten (10) days after receiving actual notice that the Provider or an employee of the Provider within the State of Indiana has been convicted of a criminal drug violation occurring in the workplace.

14. No Waiver. No failure or delay on the part of either Party in exercising any right under this Agreement will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will have effect unless given in a written document signed by the Party waiving such right. No waiver of any right will be deemed a waiver of any other right hereunder.

15. Severability. In the event any portion of this Agreement shall be held illegal, void, or ineffective, the remaining portions hereof shall remain in full force and effect. If any of the terms or conditions of this Agreement are in conflict with any

applicable statute or rule of law, then such terms and conditions shall be deemed inoperative to the extent that they may conflict therewith and shall be deemed to be modified to conform to such law.

16. Entire Agreement; Amendment; Applicable Law. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understandings of any and every nature between them. This Agreement may be amended only by separate writing, signed by authorized representatives of both the Provider and the City. This Agreement will be construed and interpreted according to the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement for Professional Services to be effective as of the Effective Date stated above.

CITY:

CITY OF SOUTH BEND, INDIANA  
DEPARTMENT OF COMMUNITY INVESTMENT

By: \_\_\_\_\_  
Katy Rajski, Senior Purchasing Agent

PROVIDER:

INCREMENTAL DEVELOPMENT ALLIANCE

By: \_\_\_\_\_  
Jim Kumon, Executive Director

## EXHIBIT A

### Scope of Work

**City of South Bend  
Small Real Estate Capacity Building and Technical Assistance  
Incremental Development Alliance  
January 5, 2021**

This scope of work outlines two types of services to be deployed on a recurring and ongoing basis to assist and support a variety of audiences in the City of South Bend to implement small development projects at the neighborhood level.

#### SCOPE OF SERVICES

##### **Service One: Introductory Seminars & Offsite Technical Assistance to Real Estate Training Courses for Small Developers**

The City has identified individuals and development organizations who could use assistance in the conceptualization, organization, refinement or execution of small (1-3 story) or incremental (larger site or existing building being phased) real estate projects. Many of these individuals/groups need introductory to advanced training in order to advance their projects.

The Alliance will host 4 introductory seminars (likely 2-3 hour evening sessions) at dates and times to be determined with the City of South Bend. The Alliance also has other advanced classes available via virtual participation or possibly within driving distance of South Bend.

This item of the scope establishes funding for full or partial offsite technical assistance to these events as the City sees fit. The rates for the 4 introductory seminars is \$69 early, \$89 regular, \$109 last minute. The Seminar Early Bird rate will be the rate at which the City can send a participant for offsite technical assistance.

The advanced, two-day, Small Developer Boot Camp retails at \$400, but Seminar graduates supported by offsite technical assistance from the city can attend for \$250. Up to 7 attendees are eligible to attend. The Alliance will provide promotional materials for both events for distribution.

**4 Introductory Seminars:  
Offsite Technical Assistance Fund Total: \$2,500**

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##### **Service Two: Project Level Mentoring of Existing or Potential Small Developers**

The Alliance has a staff and faculty with a range of experience that can be deployed to assist projects and their implementers to move forward from whatever starting point they

are currently at. For the purposes of this contract, the scope of the number of projects/project teams in the cohort involved in ongoing (multiple engagements over time) engagements shall be limited to 7 full-time, with the understanding that lower or less frequent levels of support may still be needed for projects that have moved beyond “full-time” status.

The City can deploy the Alliance for any number of one-off meetings to discuss options or ideas for a project. These may be used to evaluate the potential of a project/small developer to join the cohort for regular check ins or just to help someone with specific one-time issues. When appropriate, small group meetings may be arranged to discuss a topic, like zoning or contracts.

For each meeting with a project/team, the Alliance will provide written recommendations and next steps to the City. The City will maintain contact with the project/team in order to facilitate the completion follow-up activities. The Alliance and the City will communicate on a minimum monthly basis on the progression of each project/team and determine what off site communication is appropriate to help the project move forward between in-person/virtual visits.

Technical assistance will be deployed primarily via phone/video calls. In-person visits may be arranged when appropriate.

**Fee: Labor/Expenses: not to exceed \$47,500**

The Alliance and the City will determine the best dates for in-person visits as needed and in response to the ongoing coronavirus pandemic. All contract activities conclude by June 30, 2022.

In Person visits will be compensated at the following set values (Per Person):  
Labor: \$1500 per day engaged (includes time for travel) – Minimum 2 days per trip  
Expenses per trip (Airfare, hotel, meals): \$750, maximum 3 days.

Off site calls, meetings and will be compensated at the following set values:

Executive Leadership/Senior Faculty: \$175 per hour

Project Coordinator: \$120 per hour

There are two major audiences of people served through this scope of coaching:

***Audience 1: Train neighborhood-based individuals and property owners how to develop small buildings, often owner occupied (or owner-adjacent).***

These are often key neighborhood residents or property owners who are also very civically engaged. They run small businesses, lead neighborhood-level nonprofits, are engaged in religious institutions or are involved with Main Street or preservation-related groups. They have deep human relationships, but often light technical skills for how regulatory mechanisms work, how buildings function and the details around financial transactions. Once technically trained, they can most often overcome the largest hurdles

and complete more difficult projects because they have both human networks and access to resources confined to hyper local neighborhood projects.

This also covers less civically active property owners who may have inherited properties personally or through business transactions and may not have the skills or capital to redevelop or improve. In more of a one-time development way, owner-occupants of businesses or residential properties can help stabilize neighborhoods and provide a clustering effect of both owners and renters who equally care about their place.

***Audience 2: Capacity-build existing small developers with some experience to develop many properties in a neighborhood area and assist existing professionals in real estate, construction and design doing small development projects in addition to their main line business.***

This small but potent audience includes individuals and organizations directly or tangentially involved in real estate already. They bring many technical skill-sets to the table but are missing one or two key elements to be more successful. There are a few common flavors:

- **Existing property owner / rehabbers:** They may have bought or inherited a property, tinkered with it, but really treated the process more like a hobby than a business.
- **Small developer/contractor (for profit or non-profit):** May be very experienced at one product type, but may not have the facility to know how to pivot to a more diversified set of building types or business models, such as how to do new construction.
- **Side Hustlers to Full Time:** Younger or second career developers who have completed a few rehab or flip type of projects and want to build a more intentional business model, but do not know where to start, especially if there is a lack of product type they want to pursue in the area they are located.
- **Professionals adjacent to real estate:** Have the most technical skills at hand to perform as small developers. They usually need to understand the necessity to stay in a relatively concentrated area to build relationships and typically need to hone their financial aptitude to a higher level.