

RESOLUTION TO ENTER INTO AN AGREEMENT
FOR ADMINISTRATION AND COORDINATION SERVICES
FOR A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
HOUSING REHABILITATION ON BEHALF OF THE
VILLAGE OF COAL CITY

This AGREEMENT, made and entered into as of this 20 of November, 2023 by and between the VILLAGE OF COAL CITY, Illinois (hereinafter referred to as the "VILLAGE") and the North Central Illinois Council of Governments, 613 W. Marquette Street, Ottawa, Illinois (hereinafter referred to as the "COUNCIL").

:WITNESSETH:

WHEREAS, the VILLAGE OF COAL CITY is desirous of entering into an Agreement with the State of Illinois to provide for financial aid to the VILLAGE under Title I of the Housing and Community Development Act of 1974, as amended, for a CDBG housing rehabilitation grant to rehab 10 privately owned single family unit homes,

WHEREAS, the VILLAGE desires to engage the COUNCIL to render certain technical advice, management, and assistance in the administration of the CDBG Program, grant #22-243004.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

GRANT ADMINISTRATION

THE COUNCIL AGREES to perform the following duties for the VILLAGE in consultation with the Village President and Village Board and their designated representatives:

1. Fulfillment of Grant Agreement Conditions/Requirements
The COUNCIL will administer the grant in accordance with the provisions of the Department of Commerce and Economic Development (DCEO) grant agreement between DCEO and the VILLAGE to assure the VILLAGE'S compliance responsibilities with respect to said grant. The COUNCIL will also undertake to prepare and submit all materials required by DCEO to satisfy any conditions of the grant agreement, including the Environmental Review Procedures, to secure an unconditional grant agreement for the VILLAGE. All other stipulations of this AGREEMENT shall be void if conditions stipulated in the VILLAGE'S grant agreement with DCEO are not satisfactorily fulfilled.
2. Fund Management
The COUNCIL shall act as coordinator for financial management services, making or causing to be made in the proper manner DCEO vouchers to draw down grant funds and see to the timely payment of those entitled to payment, subject to VILLAGE authorization. The VILLAGE agrees to permit the COUNCIL to establish a separate non-interest-bearing checking account (or accounts, as necessary) for the purpose of this program and to inspect and authorize all program payments.
3. Reporting
The COUNCIL will establish a grant management filing system and shall prepare and submit all necessary reports, forms, schedules, accounts, and all other documents required or requested by DCEO, or other state or federal agency or independent firms performing any audit or monitoring

activity for program compliance purposes. Copies of all program documents will be maintained at a place designated by the VILLAGE for a period of three (3) years after program completion. The COUNCIL will render reports, either oral or written, at the request of the VILLAGE concerning the COUNCIL'S activities and program progress to either the VILLAGE Board or other groups.

4. Day-to-Day Coordination

The COUNCIL shall at all times during this AGREEMENT provide the VILLAGE with day-to-day coordination of program activities and shall, as often as required, monitor, inspect, and examine the project to ensure that all activities are being performed in accordance with applicable federal, state, and local requirements.

COST OF SERVICES

Administration fee - \$35,000.00 to be paid by grant funds with payments to be made on a periodic basis as agreed upon by the VILLAGE and the COUNCIL.

OTHER PROVISIONS

1. Termination: This AGREEMENT shall be terminated if the COUNCIL ceases to exist as an organization under Illinois law and other related provisions. In the event that this happens, this termination will be effective as part of the COUNCIL'S dissolution with the VILLAGE being duly notified in writing. This AGREEMENT may also be terminated if the VILLAGE and the COUNCIL mutually agree in writing that the objectives of this AGREEMENT cannot be met. The VILLAGE and the COUNCIL will mutually determine, in writing, any payments which may be due in the event of termination under this AGREEMENT.
2. COUNCIL Not Liable: The VILLAGE shall hold the COUNCIL harmless from any and all claims, demands, and actions based upon or arising out of any services performed by the COUNCIL, its officers, its employees, their associates, and their employers under this AGREEMENT.
3. This AGREEMENT constitutes the entire AGREEMENT between the parties hereto, and no changes in or additions to said AGREEMENT shall be valid unless in writing signed by the parties hereto.
4. This COUNCIL shall perform the services hereunder as an independent contractor and shall not be considered an employee or agent of the VILLAGE for any purpose.
5. This AGREEMENT is personal between the VILLAGE and the COUNCIL, and any assignment of this AGREEMENT or of any of the funds due is expressly prohibited.
6. This AGREEMENT shall be interpreted and construed according to the laws of the State of Illinois.
7. The VILLAGE AGREES to pledge its support and assistance to the COUNCIL on an as needed basis in the coordination of application activities on behalf of the VILLAGE.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND VILLAGE BOARD OF THE VILLAGE OF COAL CITY that this AGREEMENT be adopted by the Village of Coal City and the Village President and Village Clerk are hereby authorized to execute said AGREEMENT.

Passed and adopted this 20 day of November, 2023.

IN WITNESS WHEREOF, the VILLAGE and the COUNCIL have executed this AGREEMENT as of the date first above written.

FOR THE CITY:



David Spesia, Village President

ATTEST:



Alexis Stone, Village Clerk

(SEAL)

FOR THE COUNCIL:

Jennifer Scheri, President

ATTEST:

Steve Aubry, Secretary

(SEAL)