

**RESOLUTION TO ENTER INTO AN AGREEMENT
FOR APPLICATION, ADMINISTRATION AND COORDINATION SERVICES
FOR A BUILD ILLINOIS BOND FUND PROJECT
ON BEHALF OF THE CITY OF OGLESBY**

THIS AGREEMENT made and entered into as of this 15 day of may, 2023 by and between the CITY OF OGLESBY, Illinois (hereinafter referred to as the "CITY") and the North Central Illinois Council of Governments, 613 W. Marquette St., Ottawa, IL (hereinafter referred to as the "COUNCIL").

:WITNESSETH:

WHEREAS, THE CITY OF OGLESBY is desirous of entering into an Agreement with the State of Illinois to provide for financial aid to the CITY through the Illinois Department of Commerce and Economic Opportunity (DCEO) via the Build Illinois Bond Fund for the City of Oglesby to repair/replace fire hydrants in the City of Oglesby.

WHEREAS, the CITY desires to engage the COUNCIL to render certain technical advice and assistance in the preparation of a Build Illinois Bond Fund application.

WHEREAS, the CITY desires to engage the COUNCIL to administer the grant.

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

APPLICATION PREPARATION

The COUNCIL shall perform all the necessary services provided under this AGREEMENT in connection with the Build Illinois Bond Fund application preparation in a satisfactory manner, as determined by the CITY.

1. Assist in obtaining and evaluating necessary data in order to assist the CITY in obtaining said State assistance.
2. Assemble all of the necessary information needed for a complete DCEO – Build Illinois Bond Fund form. The application form packet has been submitted to the project manager at DCEO.
3. Attend City meetings and Committee meetings associated with the preparation of the application (if necessary) and make presentations as requested.
4. Prepare, duplicate, and distribute the required number of copies of the application. Attending any State required site visits, if requested.

GRANT ADMINISTRATION

THE COUNCIL AGREES to perform the following duties for the CITY in consultation with the Mayor and City Council and their designated representatives:

1. Fulfillment of Grant Agreement Conditions/Requirements

The COUNCIL will administer the grant in accordance with the provisions of the DCEO grant agreement between DCEO and the CITY to assure the CITY'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 (if necessary), to secure an unconditional grant agreement for the CITY. All other stipulations of this Agreement shall be void if conditions stipulated in the CITY'S grant agreement with DCEO are not satisfactorily fulfilled.

2. Reporting

The COUNCIL will establish a grants 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 CITY for a period of four (4) years after program completion. The COUNCIL will render reports, either oral or written, at the request of the CITY concerning the COUNCIL'S activities and program progress to either the CITY Council or other groups.

4. Day-to-Day Coordination

The COUNCIL shall at all times during this AGREEMENT provide the CITY 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

Combined application and administration fee - lump sum of \$2,500 to be billed as agreed to by the CITY and the COUNCIL. The Council proposes two payments in the amount of \$1,000 after we receive a signed grant agreement and \$1,500 when construction is complete.

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 of the COUNCIL'S dissolution with the CITY being duly notified in writing. This AGREEMENT may also be terminated if the CITY and the COUNCIL mutually agree in writing, that the objectives of this AGREEMENT cannot be met. The CITY and the COUNCIL will mutually determine, in writing, any payments which may be due in the event of termination under this AGREEMENT.
2. The CITY 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. The COUNCIL shall perform the services hereunder as an independent contractor and shall not be

considered an employee or agent of the CITY for any purpose.

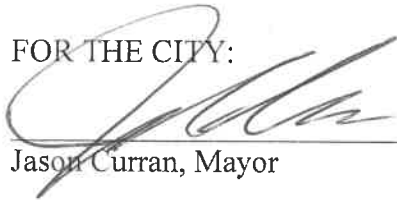
5. This AGREEMENT is personal between the CITY and the COUNCIL, and any assignment of this AGREEMENT or of any of the funds due is expressly prohibited.
6. This AGREEMENT shall be interpreted and construed according to the laws of the State of Illinois.
7. THE CITY AGREES TO pledge its support and assistance to the COUNCIL on an as needed basis in the coordination of application and administration activities on behalf of the CITY.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF OGLESBY that this AGREEMENT be adopted by THE CITY OF OGLESBY and the Mayor and City Clerk are hereby authorized to execute said AGREEMENT.

Passed and adopted this 15 day of May, 2023.

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

FOR THE CITY:



Jason Curran, Mayor

FOR THE COUNCIL:

Jennifer Scheri, President

ATTEST:



Becky Clinard, City Clerk

ATTEST:

Jerry Hicks, Secretary



(SEAL)