

Resolution # _____

RESOLUTION TO ENTER INTO AN AGREEMENT
FOR ADMINISTRATION AND COORDINATION SERVICES
FOR THE STRONG COMMUNITIES PROGRAM
ON BEHALF OF THE CITY OF OGLESBY

This AGREEMENT, made and entered into as of this _____ of _____, 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 Street, Ottawa, Illinois (hereinafter referred to as the "COUNCIL").

:WITNESSETH:

WHEREAS, the CITY OF OGLESBY is desirous of entering into an Agreement with the Illinois Housing Development Authority (IHDA) for a Strong Communities Program (SCP) grant,

WHEREAS, the CITY desires to engage the COUNCIL to render certain technical advice, management, and assistance in the administration of the SCP,

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

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 Illinois Housing Development Authority (IHDA) grant agreement between IHDA 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 IHDA to satisfy any conditions of the grant agreement, including the Environmental Review Procedures, to secure 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 IHDA 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 IHDA vouchers to draw down grant funds subject to CITY authorization.
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 IHDA, 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 three (3) 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

Administration fee - \$21,000 to be paid with grant funds and payments to be made on a periodic basis as agreed upon by the CITY 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 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. COUNCIL Not Liable: 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. This 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 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 Mayor and City Clerk are hereby authorized to execute said AGREEMENT.

Passed and adopted this _____ day of _____, 2023.

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

FOR THE CITY:

FOR THE COUNCIL:

Jason Curran, Mayor

Jennifer Scheri, President

ATTEST:

ATTEST:

Becky Clinard, City Clerk

Jerry Hicks, Secretary

(SEAL)

(SEAL)