

**RESOLUTION TO ENTER INTO AN AGREEMENT  
FOR APPLICATION SERVICES  
FOR A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
ON BEHALF OF THE VILLAGE OF GRANVILLE**

THIS AGREEMENT, made and entered into as of this 21 day of June, 2016 by and between the VILLAGE of GRANVILLE, Illinois (hereinafter referred to as the "VILLAGE") and the North Central Illinois Council of Governments, 613 West Marquette Street, Ottawa, Illinois, (hereinafter referred to as the "COUNCIL").

**WITNESSETH:**

**WHEREAS**, the VILLAGE of GRANVILLE 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 an Illinois Community Development Block Grant (CDBG) Public Infrastructure Construction grant to construct water treatment plant improvements.

**WHEREAS**, the VILLAGE desires to engage the COUNCIL to render certain technical advice and assistance in the preparation of a CDBG grant application.

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

**A. APPLICATION PREPARATION**

The COUNCIL shall perform all the necessary services provided under this AGREEMENT in connection with the CDBG application preparation in a satisfactory manner, as determined by the VILLAGE. The COUNCIL does not guarantee that its application services will result in grant funding for the project. The COUNCIL, however, will make every effort to secure funding for said program in cooperation with the VILLAGE.

1. Assist in obtaining and evaluating available demographic and income data in order to assist the VILLAGE in obtaining said State assistance.
2. Advise the VILLAGE on strategies and activities most likely to result in favorable review by the Illinois Department of Commerce and Economic Opportunity (DCEO).
3. Advise the VILLAGE on possible avenues of financial packaging.
4. Assist the VILLAGE in obtaining cost estimates for all CDBG activities, including strategies to lower cost, wherever possible. Acquire information needed from all parties. Assemble the grant package.
5. Attend and conduct the CDBG required public hearing. Attend Village Board meetings associated with the preparation of the application and make presentations as required.
6. Prepare, duplicate, and distribute the required number of copies of the application. Attend any state required site visits, if requested.

**B. COST OF SERVICES**

Application fee - lump sum of \$ 1,000.00 due after submission of the application

**C. OTHER PROVISIONS**

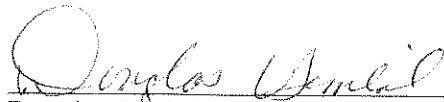
1. This AGREEMENT shall be terminated if the COUNCIL ceases to exist as an organization under Illinois law and other related provisions. In the event that this happens, this termination will be effective as of the COUNCIL's dissolution with the VILLAGE being duly notified in writing. This AGREEMENT may 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. 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. The 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 COUNCIL OF THE VILLAGE of GRANVILLE that this AGREEMENT be adopted by the VILLAGE of GRANVILLE and the Village President and Village Clerk are hereby authorized to execute said AGREEMENT.

Passed and adopted this 21 day of June, 2016.

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

FOR THE VILLAGE:

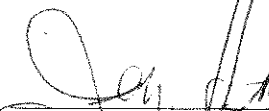
  
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Douglas Gimbal, Village President

ATTEST:

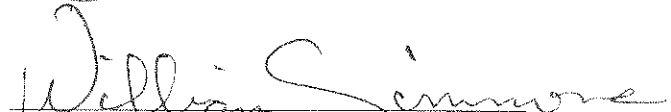
  
\_\_\_\_\_  
Kari Moore, Village Clerk

(SEAL)

FOR THE COUNCIL:

  
\_\_\_\_\_  
Jerry Hicks, President

ATTEST:

  
\_\_\_\_\_  
William Simmons, Secretary

(SEAL)