

VILLAGE OF BRADLEY

RESOLUTION NO. R-8-21-6

A RESOLUTION AUTHORIZING A TECHNICAL SERVICES AGREEMENT BETWEEN
THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, AND CHAMPAIGN
COUNTY REGIONAL PLANNING COMMISSION

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 23RD DAY OF August, 2021

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,
Kankakee County, Illinois this 23RD day of August, 2021.

ORDINANCE NO. R-8-21-6

**A RESOLUTION AUTHORIZING A TECHNICAL SERVICES AGREEMENT BETWEEN
THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, AND CHAMPAIGN
COUNTY REGIONAL PLANNING COMMISSION**

WHEREAS, the Corporate Authorities of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety and welfare of its citizens; and

WHEREAS, pursuant to Section 2-3-8 of the Illinois Municipal Code (65 ILCS 5/2-3-8), the Corporate Authorities of the Village have the power to authorize the execution of contracts in the name of the Village; and

WHEREAS, pursuant to Section 8-1-7 of the Illinois Municipal Code (65 ILCS 5/81-7), the Corporate Authorities of the Village may make contracts for which prior appropriations have been duly made; and

WHEREAS, Champaign County Regional Planning, is an intergovernmental membership organization having its principal place of business at 1776 E Washington Street, Urbana, IL 61802, that assists local governments with grant administration; and

WHEREAS, the Village and Champaign County Regional Planning have negotiated a technical services contract, a copy of which is attached hereto as Exhibit A, respectively, and fully incorporated herein (the "Agreement") that provides for grant administration; and

WHEREAS, the Corporate Authorities of the Village have determined that entering into the Agreement with Champaign County Regional Planning is in the best interest of the Village and its citizens.

NOW THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made part hereof.

SECTION 2. The Corporate Authorities of the Village hereby determine that the terms and provisions of the Agreement, attached hereto as Exhibit A, respectively, and fully incorporated herein, are acceptable to the Village and that said agreement is hereby approved in form and substance.

SECTION 3. The Village President is hereby authorized and directed to execute the Agreement attached hereto as Exhibit A, along with any other documents necessary for the Village to enter into said Agreement.

SECTION 4. The Village President is hereby authorized and directed to take any other action necessary for the Village to enter into the aforesaid Agreement.

SECTION 5. In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 6. All ordinances, resolutions motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 7. The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 5. That this Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED by the Board of Trustees on a roll call vote on the 23RD day of August, 2021.

TRUSTEES:

RYAN LEBRAN	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
BRIAN BILLINGSLEY	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
DARREN WESTPHAL	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
BRIAN TIERI	Aye - <u> </u>	Nay - <u> </u>	Absent - <u>X</u>
GRANT VANDENHOUT	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>
GENE JORDAN	Aye - <u>X</u>	Nay - <u> </u>	Absent - <u> </u>

VILLAGE PRESIDENT:

MICHAEL WATSON Non-Voting - X

TOTALS: Aye - 5 Nay - 0 Absent - 1

ATTEST:




 JULIE TAMBLING, VILLAGE CLERK
 Khamseo Nelson Deputy

APPROVED this 23RD day of August, 2021.



MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:



JULIE TAMBLING, VILLAGE CLERK
Khamseo Nelson Deputy

STATE OF ILLINOIS)
) §§
COUNTY OF KANKAKEE)

I, Julie Tambling, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number R-8-21-6, "A RESOLUTION AUTHORIZING A TECHNICAL SERVICES AGREEMENT BETWEEN THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, AND CHAMPAIGN COUNTY REGIONAL PLANNING COMMISSION which was adopted by the Village Corporate Authorities at a meeting held on the 23rd day of August, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 23rd day of August, 2021.



JULIE TAMBLING, VILLAGE CLERK
Khamseo Nelson Deputy

(SEAL)

EXHIBIT A



CONTRACT FOR TECHNICAL SERVICES

THIS AGREEMENT is entered into by and between the **Village of Bradley**, herein called the **Village**, and the **Champaign County Regional Planning Commission**, herein called the **Commission**, as of the latest date of execution by either of the parties.

WITNESSETH

WHEREAS, the Village desires to engage the Commission to provide certain technical services and information regarding Environmental Reviews as part of a Community Development Block Grant (CDBG) Housing Rehabilitation Grant from the State of Illinois Department of Commerce and Economic Opportunity (DCEO) for housing improvements within the Village, and

WHEREAS, the Commission shall assist the Village by: 1) providing technical services to assist the Village in completion of a Tier 1 Environmental Review within 30 days; and 2) mentorship to assist the Village with Tier 2 Environmental Reviews as scheduling allows over the following 12 months.

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

1. **Employment of the Commission:** The Village agrees to engage the Commission, and the Commission agrees to perform the services set forth in this contract.
2. **Cooperation of the Village:**
 - A. The Village will make available at no cost to the Commission any information and data in the possession of the Village and will cooperate with the Commission in the course of the work specified. To that end, the Village agrees to direct its employees, consultants and contractors to provide data and documents in their possession to the Commission.
 - B. The Village agrees to provide documents, data and other information in a timely manner as required for the Commission to perform the agreed services within the time period specified in Paragraph 6.
 - C. The Village agrees to perform the tasks identified as its responsibility, in Attachment A, in a timely manner as required for the Commission to perform the agreed services within the time period specified in Paragraph 6.
 - D. The Village is responsible for finalizing and submitting all Environmental Reviews as required by the CDBG Housing Rehabilitation Grant.
 - E. The Village is responsible for ensuring compliance with the Illinois Open Meetings Act, Illinois Freedom of Information Act, Public Notice requirements, and other applicable laws. The Commission will act in a timely fashion to provide information to the Village that may be required for these purposes.
3. **Personnel:** The Commission represents that it has personnel required to perform the services set forth in this contract.

4. **Scope of services:** The Scope of Services is set forth in ATTACHMENT A which is, hereby, made a part of this agreement.
5. **Compensation:**
 - A. The Village agrees to pay to the Commission \$65.00 per hour for services set forth in Attachment A.
 - B. The Village will pay the Commission upon requisition for payment. The requisition will specify the work performed and represent that it conforms to the covenants, agreements, or stipulations of the contract and, that under the contract, the Commission is entitled to receive the amount requisitioned. Requisitions for partial payment may be submitted, if necessary, and paid as the work progresses. Payments are due and payable within 45 days of the requisition date.
6. **Period covered:** This contract commences on the latest date of execution of either party and ends upon completion of those tasks set forth in Attachment A, but in no case later than August 31, 2022, unless extended by agreement of the parties.
7. **Termination of Contract for Cause:**
 - A. If the Commission fails to fulfill its contract obligations as set forth in the Scope of Services, or otherwise violates any of the terms of this Agreement, the Village may terminate the Agreement by giving a written notice of the cause for termination to the Commission at least five business days prior to the effective date of termination.
 - B. Upon termination, all finished or unfinished materials, including computer files, documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Commission pursuant to this Agreement will become the sole and exclusive property of the Village. The Village will be responsible for paying the Commission for any costs, including personnel costs, incurred by the Commission in completing the Agreement up to the date of termination.
8. **Termination of Contract for Convenience:**
 - A. This Agreement may be terminated by either party at any time during the period of this Agreement by written notice at least 30 days prior to termination.
 - B. Upon termination pursuant to this Section, the Commission will notify the Village in writing of the proportion of Agreement services that have been completed prior to termination, and the Village will pay that said proportion to the Commission within 15 days of notification, deducting any prior payments made by the Village to the Commission.
 - C. If less than 60% of the services to be performed by the Commission pursuant to the Agreement have been performed on the effective date of termination, the Village will also be responsible for reimbursing the Commission for any reasonable out-of-pocket expenses incurred by the Commission that are directly attributable to the uncompleted services to be performed by the Commission pursuant to this Agreement.
 - D. In no event will the total amount due exceed the amount specified in Paragraph 5A.
9. **Changes:** Either party may request changes in the terms of this agreement including the Scope of Services included in Attachment A. Any changes to the Agreement or the Scope of Services including any increase or

ATTACHMENT A SCOPE

The Commission shall perform and carry out, in a professional and satisfactory manner, the following:

1. Provide technical services to assist the Village in completion of a Tier 1 Environmental Review within 30 days, including the following:
 - A. Confirm requirements for the Tier 1 Environmental Review.
 - B. Develop and/or provide project documents for the Tier 1 Environmental Review.
 - C. Provide technical assistance to the Village for the Tier 1 Environmental Review.
 - D. Perform Tier 1 Environmental Review related tasks as requested by the Village and mutually agreed to by both parties.
 - E. Communicate with additional agencies where needed, such as DCEO, for adhering to Environmental Review requirements.

2. Provide mentorship services to assist the Village with Tier 2 Environmental Reviews, as scheduling allows over the following 12 months. Village communications and requests should first be sent via email, which will allow the Commission to follow up with information and/or phone discussions needed. Technical mentoring shall include the following:
 - A. Confirm requirements needed for Tier 2 Environmental Reviews.
 - B. Provide consulting/mentorship for project documents and processes needed for Tier 2 Environmental Reviews.
 - C. Provide technical and informational assistance for Tier 2 Environmental Reviews.



decrease in the amount of the compensation to the Commission must be made by mutual agreement of the parties and must be incorporated in this agreement by written amendment.

- 10. **Findings Confidential:** The Commission may not make available to any individual or organization any reports, information, data, etc., produced under this contract without prior approval of the Village.
- 11. **Indemnification:** The Village agrees to indemnify and hold harmless the Commission against any and all liability with respect to, or resulting from, any of the CDBG Housing Rehabilitation grant activities and requirements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its officers as of the date indicated by the signatures of the respective parties.

BY: Michael Watson
Mayor
Village of Bradley

BY: [Signature]
Chief Executive Officer,
Champaign County Regional Planning Commission

DATE: Aug 23 2021

DATE: 08.11.21

