

VILLAGE OF BRADLEY

RESOLUTION NO. R-11-22-02

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF BRADLEY AND THE CITY OF KANKAKEE
(ECDA Service Agreement)

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 14th DAY OF November, 2022

RESOLUTION NO. B-11-22-02

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF BRADLEY AND THE CITY OF KANKAKEE
(ECDA Service Agreement)**

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 of Bradley are authorized to enter into contracts to support the legitimate public purposes of the Village; and

WHEREAS, pursuant to Article VII, Section 10 of the Constitution of the State of Illinois of 1970 (ILL. CONST., ART. VII, § 10) and Section 3 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/3), the Corporate Authorities are authorized to enter into intergovernmental agreements with other Illinois Municipalities, such as the City of Kankakee (the “City”) in this instance, for the purposes of sharing, exercising, combining, and/or transferring any powers, privileges, functions, or authority exercised or which may be exercised by the Village, unless specifically and expressly prohibited by law; and

WHEREAS, the Illinois Department of Commerce and Economic Opportunity oversees and administers an annual housing grant program (the “DCEO Grant Program”); and

WHEREAS, both the City and the Village have participated in the DCEO Grant Program in the past, and both intend to continue participating in the future; and

WHEREAS, the Village wishes to develop and improve its policies and procedures in connection with the DCEO Grant Program; and

WHEREAS, the City’s Economic and Community Development Agency (the “ECDA”) has extensive experience with the federal Community Development Block Grant program (the “Federal Program”), which funds the DCEO Grant Program and has developed a sophisticated set of policies and procedures in connection therewith; and

WHEREAS, the ECDA also has extensive experience in general grant administration and compliance, and is prepared to meet the any and all administrative and regulatory demands of the DCEO Grant Program, as amended from time to time; and

WHEREAS, the Village wishes to engage the City, through its ECDA, to advise and assist the Village’s staff in developing and improving the Village’s policies and procedures in connection with both the Federal Program and the DCEO Grant Program (the “Services”); and

WHEREAS, the City is ready, willing, and able, through its ECDA, to perform the Services for the Village; and

WHEREAS, the Village and the City have negotiated an intergovernmental agreement to permit the City to provide the Services to the Village through the ECDA (the “IGA”) (a copy of the IGA is attached hereto as Exhibit A and fully incorporated herein); and

WHEREAS, the Corporate Authorities of the Village have reviewed the terms, conditions, and provisions of the IGA and have determined that they are fair, reasonable, and acceptable to the Village; and

WHEREAS, the Corporate Authorities of the Village have determined that entering into the IGA with the City is necessary, expedient, and in the best interests of the Village and its citizens.

NOW THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES 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 a part hereof.

SECTION 2. The Corporate Authorities of the Village hereby find that the terms, conditions, and provisions of the IGA (Exhibit A) are fair, reasonable, and acceptable to the Village, and declare that the same is hereby approved in form and substance, subject to final legal review. Therefore, the Village President is hereby authorized and directed to execute, and the Village Clerk to attest, the IGA, and further to take any and all actions, including without limitation the execution and delivery of documents, as necessary to effectuate the intent of this Resolution, which is to enter into the IGA with the City.

SECTION 3. 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 4. 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 5. The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 6. This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

[Intentionally Blank]

PASSED by the Board of Trustees on a roll call vote on the 14 day of Nov, 2022.

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>X</u>	Nay - <u> </u>	Absent - <u> </u>
GRANT D. 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 Aye - Nay - Absent -

TOTALS: Aye - 6 Nay - Ø Absent - Ø

ATTEST:



JULIE TAMBLING, VILLAGE CLERK

APPROVED this 14th day of November, 2022.



MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:



JULIE TAMBLING, VILLAGE CLERK

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-11-22-02, "A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BRADLEY AND THE CITY OF KANKAKEE (ECDA Service Agreement)," which was adopted by the Village Corporate Authorities at a meeting held on the 14 day of Nov, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 14 day of Nov, 2022.



JULIE TAMBLING, VILLAGE CLERK



RECEIVED

NOV 17 1900

Received of the Treasurer of the County of Kaukaune, Wis., the sum of \$100.00 for the year 1900. This amount is for the purchase of land for the purpose of establishing a public school in the town of Kaukaune, Wis. The land is situated in the north-west corner of the section 36, township 35 North, range 10 West, 4th Meridian, and is of the size of 40 acres. The purchase was made by the Board of Supervisors of the County of Kaukaune, Wis., on the 10th day of October, 1900. The purchase was made in accordance with the provisions of Chapter 100, Laws of 1899, and Chapter 100, Laws of 1900.

Handwritten signature
Treasurer of the County of Kaukaune, Wis.

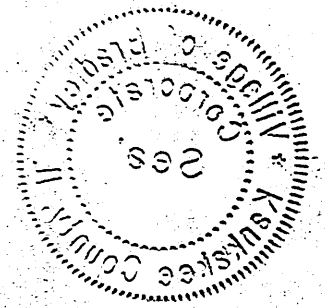


Exhibit A

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the “Agreement”) is made and entered into by and between the Village of Bradley, an Illinois municipal corporation located in Kankakee County, Illinois (the “Village”), and the City of Kankakee, an Illinois municipal corporation located in Kankakee County, Illinois (the “City”), as of the Effective Date (defined below). The Village and the City may be referred individually as a “Party” or collectively as the “Parties” where appropriate.

RECITALS

WHEREAS, the Illinois Department of Commerce and Economic Opportunity oversees and administers an annual housing grant program (the “DCEO Grant Program”); and

WHEREAS, both the City and the Village have participated in the DCEO Grant Program in the past, and both intend to continue participating in the future; and

WHEREAS, the Village wishes to develop and improve its policies and procedures in connection with the DCEO Grant Program; and

WHEREAS, the City’s Economic and Community Development Agency (the “ECDA”) has extensive experience with the federal Community Development Block Grant program (the “Federal Program”), which funds the DCEO Grant Program, and has developed a sophisticated set of policies and procedures in connection therewith; and

WHEREAS, the ECDA also has extensive experience in general grant administration and compliance, and is prepared to meet the any and all administrative and regulatory demands of the DCEO Grant Program, as amended from time to time; and

WHEREAS, the Village wishes to engage the City, through its ECDA, to advise and assist the Village’s staff in developing and improving the Village’s policies and procedures in connection with both the Federal Program and the DCEO Grant Program (the “Services”); and

WHEREAS, the City is ready, willing, and able, through its ECDA, to perform the Services for the Village; and

WHEREAS, the Village and the City now wish to enter into this Agreement in order to set out the rights and obligations of each Party in connection with the ECDA’s provision of the Services to the Village; and

WHEREAS, the Parties are authorized to enter into this agreement pursuant to Article VII, Section 10 of the Constitution of the State of Illinois of 1970 and Section 3 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/3).

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, as well as for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the Village and the City agree as follows:

AGREEMENT

1. **Recitals Incorporated.** the Parties hereby find and declare that all of the recitals set forth in the preamble to this Agreement, above, are true, accurate, and complete. Furthermore, the Parties hereby declare that the statements, representations, covenants, and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into and made a

part of this Agreement as though they were fully set forth in this Section. In addition, all exhibits referred to in the preamble to this Agreement, or elsewhere in this Agreement, and attached hereto or incorporated herein by textual reference are hereby made a part of this Agreement as though they were fully set forth in this Section.

2. **Provision of the Services by ECDA.** The City, through its ECDA, will advise and assist the Village and its staff in the development, improvement, and implementation of policies and procedures related to the Federal Program and the DCEO Grant Program (*i.e.* the “Services”).

2.1. **Services As-Needed.** The Services will be provided on an as-needed basis at the request of the Village and subject to the availability of the necessary ECDA personnel. The roles and responsibilities of the specific ECDA personnel that will provide the Services is and shall be as set forth on Exhibit A, attached hereto and fully incorporated herein.

2.2. **ECDA Staff; Maximum Hours per Week; Rates.** The Services will be provided (i) by the following ECDA personnel, (ii) at the rates stated, and (iii) not to exceed the stated maximum hours per week for each staff member, as follows:

ECDA Staff Member	Title	Rate	Max Hrs./Wk.
Barbi Brewer-Watson	Executive Director	\$37.82	0.5
Gloria Dowdy	Program Manager	\$35.15	1.0
Jan Gathing	Construction Field Officer	\$31.72	2.5
Yorelly Villagomez	Intake Secretary	\$20.17	6.0

2.3. **Compensation.** The City shall invoice the Village for all Services provided pursuant to this Agreement on a monthly basis. Each invoice shall state, at a minimum, the following: (i) the date on which the Services were provided, (ii) the name and title of the ECDA staff member that provided the Services, (iii) the total number of hours spent by such staff member in providing the Services, and (iv) the total cost per staff member for the period. Each invoice shall be due and payable thirty (30) days after it is received by the Village, unless the Village disputes all or any part thereof in writing.

3. **General Provisions.**

3.1. **Effective Date.** The “Effective Date” of this Agreement shall be the first date on which it is fully executed by all Parties.

3.2. **Term of Agreement.** The term of this Agreement begins on the Effective Date and shall continue until December 31, 2023 (the “Termination Date”). The Agreement may also be terminated sooner than the Termination Date, as follows:

3.2.1. ***Termination by Written Notice.*** At any time on or after the Effective Date, either Party may terminate this Agreement after providing the other Party with seven (7) days written notice.

3.2.2. ***Termination by Mutual Agreement.*** At any time on or after the Effective Date, the Parties may terminate this Agreement by a mutually agreeable writing approved and executed by both Parties.

- 3.3. Successors and Assigns. The covenants, terms, conditions, representations, warranties, agreement, and undertakings set forth in this Agreement are intended to and shall be binding upon and inure to the benefit of the Parties, as well as any of their successors, assigns, and heirs.
- 3.4. Notice. Any notice required or contemplated by this Agreement shall be in writing and shall be either (i) personally delivered or (ii) mailed by (a) U.S. certified mail, return receipt requested and postage pre-paid, or (b) nationally recognized private carrier (such as FedEx or UPS) to the Parties at the following addresses:

If to the Village: The Village of Bradley
 147 South Michigan Avenue
 Bradley, Illinois 60915
 Attn: Village President

If to the City: The City of Kankakee
 304 South Indiana Avenue
 Kankakee, Illinois 60901-3945
 Attn: Mayor

Any notice given pursuant to this Section shall be deemed delivered and effective as follows: (i) if personally delivered, then on the date of such delivery; (ii) if mailed by U.S. certified mail, return receipt requested, postage pre-paid, then on the fifth (5th) business day after it was deposited in said mail; or (iii) if mailed by nationally-recognized private carrier (such as FedEx or UPS), then on the third (3rd) business day after it is deposited with said mail carrier.

- 3.5. Merger and Integration; Amendments. This Agreement contains the entire agreement of the Parties with respect to the transactions contemplated hereby, and all prior agreements, negotiations, and undertakings related thereto are expressly merged herein and superseded hereby. This Agreement may be amended by, and only by, a written instrument which is approved and executed by both of the Parties.
- 3.6. No Waiver or Relinquishment of Right to Enforce Agreement. The failure of any Party to this Agreement to insist upon strict and prompt performance of the terms, covenants, agreements, and conditions herein contained shall not constitute or be construed as a waiver or relinquishment of any Party's rights to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- 3.7. Performance of Agreement. Time is of the essence for this Agreement and each and every provision hereof.
- 3.8. Choice of Law; Choice of Forum. This Agreement is made under and by virtue of the laws of the state of Illinois and shall be construed, interpreted, and applied pursuant thereto without the application of any conflicts of laws principles. Further, the Parties, to the fullest extent permitted by law, hereby knowingly, intentionally, and voluntarily submit to the exclusive personal and subject-matter jurisdiction of the Circuit Court for the Twenty-First Judicial Circuit, Kankakee County, Illinois, over any suit, action or proceeding in any way related to or arising from this Agreement. Therefore, the Parties hereby knowingly, intentionally, and voluntarily waive and forfeit any and all rights that they have, or which they may later accrue, to file any motion challenging jurisdiction or

venue in said circuit court, including but not limited to any motion styled as a motion forum *non conveniens*, as well as their right to remove any such action to any federal court. In the event of any litigation related to this Agreement, the Parties shall each be responsible for its own attorneys' fees and costs of suit.

- 3.9. Severability. Each provision of this Agreement shall be considered severable. If for any reason any provision is determined to be illegal or unenforceable by any court or other adjudicative body of competent jurisdiction, such illegality or unenforceability shall not affect the legality or enforceability of the remaining provisions of this Agreement; rather, such illegal or unenforceable provision shall be deemed severable herefrom. No Party to this Agreement shall challenge the legality and enforceability of, or assert the illegality or unenforceability of, any provision of this Agreement.
- 3.10. Captions and Paragraphs Headings. The captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing it.
- 3.11. No Interpretation Against the Drafter. This Agreement is the product of mutual arms-length negotiation and drafting, and each Party has been represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the rule of construction which provides that ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this Agreement.
- 3.12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all together shall constitute a single document.

[Intentionally Blank]

WHEREFORE, the Parties have executed this Agreement as of the dates set forth below their respective signatures.

The Village of Bradley

By: Michael Watson
Its: Village President
Date: _____

Laraway Communications Center

By: Christopher Curtis
Its: Mayor
Date: _____

State of Illinois)
) §§
County of Kankakee)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Michael Watson, Village President of the Village of Bradley, Kankakee County, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said Village of Bradley, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2022.

_____ (seal)
Notary Public

State of Illinois)
) §§
County of Kankakee)

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Christopher Curtis, Mayor of the City of Kankakee, Kankakee County, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said City of Kankakee for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2022.

_____ (seal)
Notary Public

Exhibit A

(Roles and Responsibilities of ECDA Personnel)

Executive Director Barbi Brewer-Watson

- Reports to the Village of Bradley Village Administrator
- Maintains administrative oversight and management support of the home repair and rehab program
- Communicates to Village of Bradley staff regarding project updates and financial processing related to projects

Program Manager Gloria Dowdy

- Reports to the Executive Director
- Bears responsibility for overseeing all program activities
- Supports the Construction Field Officer to work with clients and contractors to arrange completion of remediation and repair work
- Supports the Intake Secretary through the onboarding process
- Will handle project interventions and change orders when needed

Construction Field Officer Jan Gathing

- Reports to the Program Manager and the Executive Director
- Supports the Program Manager to ensure successful completion of all intervention-related activities
- Performs and arranges assessments on all eligible properties
- Monitors the contractors
- Assists in any relocation matters should they arise

Intake Secretary Yorelly Villagomez

- Reports to the Program Director and the Executive Director
- Works in collaboration with the Construction Field Officer to make sure all compliances and grant regulations are met
- Bilingual communications skills
- Assists residents through the project process
- Completes environmental reviews when required
- Maintains file folders for each household served
- Provides education regarding specific hazards in people's homes