

Resolution # # 27-36

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

THIS AGREEMENT, made and entered into as of this 14 day of April, 2022 by and between MARSHALL COUNTY, Illinois (hereinafter referred to as the "COUNTY") and the North Central Illinois Council of Governments, 613 W. Marquette St., Ottawa, IL (hereinafter referred to as the "COUNCIL").

**:WITNESSETH:**

WHEREAS, MARSHALL COUNTY is desirous of entering into an Agreement with the State of Illinois to provide for financial aid to the COUNTY through the Illinois Department of Commerce and Economic Opportunity (DCEO) via the Build Illinois Bond Fund for the county courthouse parking lot extension and repairs.

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

WHEREAS, the COUNTY 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 COUNTY.

1. Assist in obtaining and evaluating necessary data in order to assist the COUNTY in obtaining said State assistance.
2. Assemble all of the necessary information needed for a complete DCEO – Build Illinois Bond Fund forms. The application form packet will be submitted to the project manager at DCEO.
3. Attend County 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. Attend any State required site visits, if requested.

**GRANT ADMINISTRATION**

THE COUNCIL AGREES to perform the following duties for the COUNTY in consultation with the County Chairman and County Board 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 COUNTY to assure the COUNTY'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 unconditional grant agreement for the COUNTY. All other stipulations of this Agreement shall be void if conditions stipulated in the COUNTY'S grant agreement with DCEO 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 DCEO vouchers to draw down grant funds and see to the timely payment of those entitled to payment, subject to COUNTY authorization. The COUNTY agrees to permit the COUNCIL to establish a separate interest-bearing checking account (or accounts, as necessary) for purpose of this program and to inspect and authorize all program payments.

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

4. Day-to-Day Coordination

The COUNCIL shall at all times during this AGREEMENT provide the COUNTY 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 \$3,000 to be billed as agreed to by the COUNTY 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 COUNTY being duly notified in writing. This AGREEMENT may also be terminated if the COUNTY and the COUNCIL mutually agree in writing, that the objectives of this AGREEMENT cannot be met. The COUNTY and the COUNCIL will mutually determine, in writing, any payments which may be due in the event of termination under this AGREEMENT.
2. The COUNTY 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.

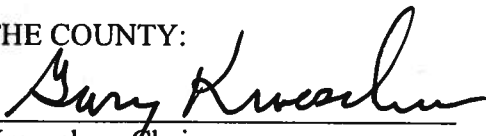
3. This AGREEMENT constitutes the entire AGREEMENT between the parties hereto, and no changes in or additions to said AGREEMENT shall be valid unless in writing signed by the parties hereto.
4. The COUNCIL shall perform the services hereunder as an independent contractor and shall not be considered an employee or agent of the COUNTY for any purpose.
5. This AGREEMENT is personal between the COUNTY 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 COUNTY 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 COUNTY.

NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND COUNTY BOARD OF MARSHALL COUNTY that this AGREEMENT be adopted by MARSHALL COUNTY and the Chairman and County Clerk are hereby authorized to execute said AGREEMENT.

Passed and adopted this 14 day of April, 2022.

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

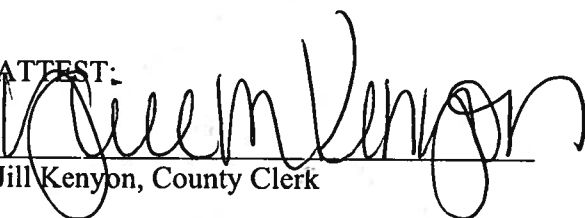
FOR THE COUNTY:

  
\_\_\_\_\_  
Gary Kroeschen, Chairman

FOR THE COUNCIL:

\_\_\_\_\_  
Matt Fritz, President

ATTEST:

  
\_\_\_\_\_  
Jill Kenyon, County Clerk

ATTEST:

\_\_\_\_\_  
Jennifer Scheri, Secretary

(SEAL)

(SEAL)