

CONTRACT FOR PROFESSIONAL AND TECHNICAL SERVICES

PART I AGREEMENT

THIS AGREEMENT, entered into this 2 day of January, 2024, by and between **the City of Monmouth, Warren County**, State of Illinois, (hereinafter called the grantee), and the **Western Illinois Regional Council**, a regional council of public officials organized and existing pursuant to 50 ILCS 10/1 (1992) (hereinafter referred to as WIRC):

WITNESSETH THAT: WHEREAS, the grantee desires to implement certain infrastructure improvements and related activities under the general direction of the Illinois Department of Commerce and Economic Opportunity (DCEO) Community Development Block Grant Program (CDBG); and

WHEREAS, the grantee desires to engage the WIRC to render certain services in connection with the program's administration and implementation,

NOW, THEREFORE BE IT AGREED, by and between the grantee and WIRC as follows:

1. Scope of Services. The WIRC shall perform various services and tasks as might be required to assist the grantee in implementing its program responsibilities. All tasks performed by WIRC shall be in accordance with the rules and regulations as established by DCEO.

Professional and technical services to be provided to the grantee shall include the following:

- a. Completion of all necessary environmental review requirements as required by the State of Illinois including compliance with federal and state regulations concerning: IL Historic Preservation Agency; IL Department of Natural Resources; IL Department of Agriculture; IL Environmental Protection Agency; and Federal Management Agency floodplains; including seven and 15 day public flood notices, if applicable.
- b. Preparation and maintenance of a financial management system including establishing a bookkeeping system, maintaining accurate and complete records of all transactions and issuing periodic financial reports to the grantee.
- c. All phases of program administration necessary to ensure expedient and efficient implementation of the Community Development Block Grant Program, including but not limited to the following:
 - 1) establish and maintain program files;

- 2) complete and submit to DCEO the necessary paperwork and financial information needed prior to project start-up; This would include assisting community with GATA Registration.
 - 3) complete and submit to DCEO the necessary payment vouchers and documentation needed for payment of program funds by the State of Illinois Comptroller;
 - 4) assist the grantee in completing the necessary paperwork to ensure a grant of **\$1,000,000.00** to the grantee for a new **Water Treatment Plant** as outlined in the grant award document as executed between DCEO and the grantee;
 - 5) attend and respond to all DCEO monitoring visits;
 - 6) and other programmatic responsibilities required by DCEO to successfully implement the program.
- d. Monitor the project during its completion to ensure that all federal, state, and local program regulations are adhered to satisfactorily.
 - e. Monitor equal opportunity activities of the grantee and any construction company involved in the project to ensure all federal, state, and local regulations are adhered to satisfactorily.
 - f. Ensure compliance with all federal and state labor standards, including but not limited to, securing employee wage decisions, conducting payroll reviews and employee interviews, and report on wage compliance.
 - g. Complete program closeout requirements to include preparation of a Final Grant Financial Status Report and Grant Final Project Status Report. Grantee Performance Report and other DCEO close out materials and assisting as necessary in a program audit.
2. Time of Performance. The services of the WIRC shall commence upon the approval of the Agreement by the membership of the grantee governing body and the WIRC as executed by the Executive Director, and shall continue until all items listed as part of the Scope of Services section are completed.
 3. Access to Information. It is agreed that all information data, reports, and records, and maps as are existing, available, and necessary for the carrying out of the work outlined previously shall be furnished to WIRC by the grantee and its agencies. No charge will be made to WIRC for such information and the grantee and its agencies will cooperate with WIRC in every way possible to facilitate the performance of the work described in the Agreement.

4. Compensation and Method of Payment. The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **\$35,000.00** for the term of the grant agreement between DCEO and the Grantee. Compensation shall be paid as follows:

a. The WIRC shall voucher in the following manner:

Grant contract period: **01/02/2024** through **07/31/2026** to be billed in four installments by WIRC; said installments to include compensation for services provided from **09/21/2023** through the end of the grant contract period. The first installment shall not be billed until after the release of funds for the grant.

All administrative payments shall come from the City of Monmouth.

b. Monthly reports of actual costs incurred will be retained by the WIRC and available upon request of the grantee.

c. The grantee may withhold up to 10 percent of the total contractual obligation from the final payment until such time as all program close-out requirements have been met and an audit the program funds has been conducted.

The WIRC reserves the right to request additional compensation at the rate of \$25.00 per hour (not to exceed \$3,000) for any work performed by the WIRC above and beyond the professional and technical services described in the Scope of Services section of Part One of this agreement or if additional work is required or necessary to successfully complete the project due to inactivity on the part of the village/city or the project engineer.

5. Prior Performance. The grantee hereby accepts any satisfactory performance pursuant to the Contract, which may have occurred prior to the execution date of this Contract, provided such performance meets with the approval of the grantee.

6. Indemnification. WIRC shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the grantee and its agency members from and against them, and shall assume full responsibility for payments of federal, state, and local taxes on contributions imposed or required under the Social Security, Workers' Compensation and income tax laws.

7. Miscellaneous Provisions.

a. This Agreement shall be construed under and in accord with the laws of the State of Illinois, and all obligations of the parties created hereunder are performable within the project area of the grantee.

b. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives,

successors and assigns where permitted by this Agreement.

- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
 - d. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.
8. Terms and Conditions. This Agreement is subject to the provision titled, "Terms and Conditions" and attached hereto and incorporated by reference herein.
9. Nothing in this Agreement shall be construed to authorize the provision of legal services by WIRC.
10. Acceptance of this Agreement confers upon the WIRC the authorization to act as signature authority on behalf of the recipient.

IN WITNESS HEREOF, the parties have hereunto set their hands and/or seals.

By: _____
Rod Davies
Mayor

Date

By: _____
John Wilson, Interim CEO
Western Illinois Regional Council- Community Action Agency

Date

PART II TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, WIRC shall fail to fulfill in timely and proper manner its obligations under this Contract, or if WIRC shall violate any of the covenants, agreements or stipulations of this Contract, the grantee shall thereupon have the right to terminate this Contract by giving written notice to WIRC of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by WIRC under this Contract shall, at the option of the grantee, become its property and WIRC shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, WIRC shall not be relieved of liability of the grantee for damages sustained by the grantee by virtue of any breach of the Contract by WIRC, and the grantee may withhold any payments to WIRC for the purpose of set-off until such time as the exact amount of damages due the grantee from WIRC is determined.

2. Termination for Convenience of the Grantee. The grantee may terminate this Contract at any time by giving at least ten (10) days notice in writing to the WIRC. If the Contract is terminated by the grantee as provided herein, WIRC will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of WIRC, paragraph one hereof relative to termination shall apply.
3. Changes. The grantee may, from time to time, request changes in the scope of the services of WIRC to be performed hereunder. Such changes, including any increase or decrease in the amount of WIRC's compensation, which are mutually agreed upon by and between the grantee and WIRC, shall be incorporated in written amendments to this Contract.
4. Personnel.
 - a. The WIRC represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the grantee.
 - b. All of the services required hereunder will be performed by WIRC or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - c. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of the Contract.

5. Assign ability. The WIRC shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the grantee.
6. Reports and Information. The WIRC shall furnish the grantee periodic reports pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The WIRC shall maintained accounts and records, including personnel, property and financial records adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all project funds, both state and non-state shares. These records will be made available for audit purposes to the grantee or any authorized representative to assure proper accounting for all project funds, both state and non-state shares, and will be retained for five (5) years after the expiration of this Contract unless permission to destroy them is granted by the grantee.
8. Compliance with Local Laws. WIRC shall comply with all applicable laws, ordinances, and codes of the state and local governments.
9. Equal Employment Opportunity. The WIRC agrees that it will comply with state and federal civil rights laws together with all requirements mandated by the regulations of the Department of Housing and Urban Development. No person in the United States shall, on the grounds of race, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any programs or activities undertaken by the WIRC. The WIRC further agrees to comply with Executive Order 11246 as amended and subsequent laws, rules and regulations effectuating same, which prohibits discrimination because of race, color, religion, sex or national origin and requires that affirmative action be taken; and will require compliance with the above by its contractors, subcontractors, vendors, and suppliers with whom the WIRC does business.

The WIRC has a Board-approved Affirmative Action Plan and takes affirmative action by recruiting, employing, and promoting protected class members, which include women, minorities, the handicapped, and veterans.

The WIRC therefore provides opportunities for employment and advancement without regard for race, color, religion, sex, age, national origin, marital status, unfavorable discharge from military service (excluding dishonorable) or presence of a mental or physical handicap which does not impair ability to perform required tasks. This policy applies to every aspect of employment including, but not restricted to, recruitment, hiring, placement, promotion, demotion, salary administration, transfer, training, compensation, reduction in work force and termination.

10. Interest of Members of the Grantee. No member of the governing body of the grantee,

and no other officer, employee or agent of the grantee who exercises any functions or responsibilities in connection with the planning and carrying out of the program shall have any personal financial interest, direct or indirect, in this Contract; and WIRC shall take appropriate steps to assure compliance.

11. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and WIRC shall take appropriate steps to assure compliance.
12. Interest of WIRC and Employees. WIRC covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its service hereunder. WIRC further covenants that in the performance of this Contract, no person having such interest shall be employed.