

**AGREEMENT BETWEEN THE CITY OF PEORIA, ILLINOIS  
AND  
PEORIA CITIZENS COMMITTEE FOR ECONOMIC OPPORTUNITY, INC.**

**AGREEMENT FOR IHDA BLIGHT REDUCTION PROGRAM**

Total Number of Properties: 22  
Total Project Funding Request: \$770,000

The CITY OF PEORIA ("City"), an Illinois municipal corporation and Peoria Citizens Committee for Economic Opportunity, Inc. ("PCCEO"), an Illinois not-for profit corporation, have executed an agreement outlining their roles and responsibilities concerning their participation for the Blight Reduction Program ("BRP") through the Illinois Housing Development Authority ("IHDA"), pursuant to Paragraph 9 (k)(1) of the Tri-Party Agreement.

WHEREAS, IHDA requires entities for BRP funds to execute an agreement that identifies each partner's roles during the BRP process to ensure that BRP funds are effectively used to reduce foreclosures, reduce blight, stimulate revitalization efforts and promote municipal and non-profit interests.

WHEREAS, the City and PCCEO agree to work together and uphold the terms of BRP for the acquisition and demolition of twenty-two (22) properties.

**NOW, THEREFORE**, it is agreed between the parties hereto as follows:

This Agreement is only for the IHDA BRP and does not apply to or modify any other existing agreements between the City and PCCEO. Additionally, this Agreement does not create or extend any relationship between the parties other than what is necessary to apply to the terms and application of the BRP and any awarded funds.

- 1) City's role in the BRP process:
  - a. Identify properties located in the BRP Target Area that are eligible demolition candidates and facilitate the demolition process through the court system.
  - b. Sell City-owned properties, acquired through the abandoned property process or private donation, to PCCEO. The purchase price of the properties will be determined upon the estimated demolition and other costs. Deed preparation will be completed in-house through the City Legal Department. The recording fee of the deed and any associated closing costs will be assumed by the City. The City will ensure the property is unoccupied at the time of transfer to PCCEO.
  - c. Provide the use of the City procured demolition contractor for the 22 property demolitions. Monitor the demolition contractor for compliance with the Davis-Bacon Act and ensure that PCCEO is named as an additional insured on the insurance policy maintained by the demolition contractor.
  - d. Complete the required environmental and historical requirements/clearance of the 22 properties prior to demolition.
  - e. Issue the demolition permit, provide on-site monitoring of the demolition and ensure the completed demolition is in compliance.


- f. City will assume any upfront costs associated with the acquisition and demolition of the 22 properties. The City will request reimbursement for such costs from PCCEO, in accordance with the escrow agreement, payable by PCCEO when it receives funds from IHDA.
  - g. City will assist PCCEO in preparing requests for reimbursement and other grant reporting documents to IHDA.
  - h. City will waive any cost sharing of the allowable BRP administrative funds with PCCEO.
- 2) PCCEO's role in BRP process:
- a. Hold title to the property at time of demolition and throughout the required 3 year period, unless earlier waived by IHDA, or satisfy the recapture requirements of the Tri Party Agreement.
  - b. Submit request for reimbursement to IHDA for the BRP funds for each Unit Closing date.
  - c. Prepare and maintain all financial records as required by the Tri Party Agreement.
  - d. Maintain the 22 properties assisted with BRP funds for the required 3 year period. PCCEO will be responsible for the payment of property taxes, if applicable, and property insurance required by the Tri Party Agreement.
  - e. Reimburse the City its demolition and acquisition costs upon receipt of loan funds from IHDA.
- 3) PCCEO, its successors and assignees agree to indemnify and hold harmless the City and its officers and employees against all claims by or on behalf of any person or persons, business, firm, partnership, limited liability company or corporation arising from any work or activity of PCCEO, its successors and assigns, connected to the BRP terms and awarded funds. PCCEO, its successors and assigns, agrees to indemnify and hold harmless the City from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon and not caused by any actions or omissions of the City, for any work of activity of PCCEO, its successors and assignees connected to the BRP terms and awarded funds.
- 4) Communication and details concerning this Agreement shall be directed to the following representatives:
- |  |   |
|--|---|
| <p><u>CITY</u><br/>Community Development Director<br/>(or his/her designee)<br/>City Hall<br/>419 Fulton Street, Suite 300<br/>Peoria, IL 61602<br/>309-494-8656</p> | <p><u>PCCEO</u><br/>McFarland A. Bragg II<br/>(or his designee)<br/>711 W McBean Street<br/>Peoria, IL 61605<br/>(309) 671-3900</p> |
|--|---|
- 5) The City or PCCEO may amend this Agreement at any time but any amendment must be executed in writing and signed by a duly authorized representative of both parties. Such

amendments shall not invalidate this Agreement, nor relieve or release the City or PCCEO from its obligations under this Agreement. This Agreement cannot be assumed by or assigned to another entity without written authorization and approval from the non-assigning party.


[Signatures on Next Pages]

APPROVED AND EXECUTED AS OF THIS 26 DAY OF April 2016.


**PEORIA CITIZENS COMMITTEE FOR ECONOMIC OPPORTUNITY, INC.**  
an Illinois not-for profit corporation

By: 

CITY OF PEORIA, ILLINOIS,  
an Illinois Municipal Corporation

By:   
City Manager

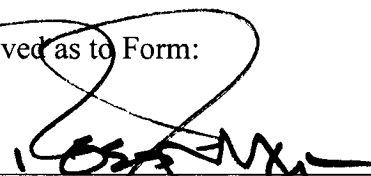
Attest:

  
City Clerk

Approved as to Content:

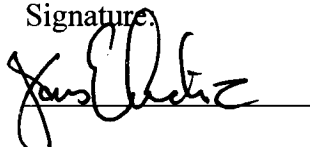
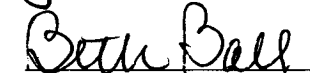
  
Corporation Counsel

Approved as to Form:

  
Community Development Department

**INCUMBENCY CERTIFICATE**

The following named individual(s) has/have been duly elected and is/are now fulfilling the office set forth after his/her name, with all the powers attached thereto; the signature after his/her name is the genuine signature of such individual:

Name:	Office:	Signature:
<u>Jim Ardis</u>	Mayor	
<u>Beth Ball</u>	City Clerk	

Dated: April 12, 2016

\_\_\_\_\_, an  
[Illinois not-for-profit corporation]  
[Illinois municipal corporation]

By: \_\_\_\_\_  
\_\_\_\_\_  
Secretary