

**AGREEMENT BETWEEN THE CITY OF PEORIA, ILLINOIS  
AND  
REBUILDING TOGETHER PEORIA  
FOR  
HOUSING REHABILITATION PROGRAM**

Project # E15003  
Housing Units to be Rehabilitated: 3 (minimum)  
Total Project Funding: \$25,000

Approved by the Peoria City Council on January 27, 2015  
Council Agenda Item #- 15-035

This Agreement entered into by and between the CITY OF PEORIA ("City"), an Illinois municipal corporation and REBUILDING TOGETHER PEORIA ("RTP"), an Illinois not-for profit organization, on this 27 day of February, 2015.

WHEREAS, on January 27, 2015 the City Council (Item # 15-035) allocated \$25,000 from the City's Community Investment Plan (CIP-Capital Funds) to the RTP for the purpose of providing housing rehabilitation assistance to low-income home owners, elderly home owners, disabled home owners, and veteran home owners within the City.

NOW, THEREFORE, it is agreed between the parties hereto that;

**I. SCOPE OF SERVICE**

A. Activities

RTP will be responsible for administering a Housing Rehabilitation activity in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds.

<u>Activity</u>	<u>Total Units</u>
Activity #1	minimum of 3 units; maximum of 5 units

This activity will provide housing rehabilitation services to low income households residing in owner-occupied, single family homes in the City. For the purposes of this Agreement, low income households are households whose income is 80% or less than area median income as published annually by the U.S. Department of Housing and Urban Development (HUD). RTP will make a concentrated effort to serve a household residing in each Council District of the City based upon the availability of an eligible household, needed services and project funding.

The proposal submitted by RBT and this Agreement requires:

1. RTP leverage the City's \$25,000 contribution with other private fundraising and in-kind donations.
2. All sites where work is undertaken must be occupied by low income homeowners with property taxes paid in full and current homeowners insurance,
3. City funds can only be used for the cost of construction materials and/or subcontracts,

4. Subcontracts for rehab work must be awarded through a bid process where at least two (2) bids were requested by RTP from qualified contractors.
5. RTP will ensure that the following items are resolved prior to providing housing rehab services to a selected site:
  - All garbage, debris, old appliances, and dilapidated furniture must be removed from the exterior.
  - Garbage and debris within the structure must be removed.
  - Motor vehicle parts (including batteries and tires) must be removed.
  - All grass and weeds must be less than 10 inches high.
  - All bushes, shrubs, or trees blocking the public way must be cut back.
  - All unlicensed or inoperable vehicles must be removed from the property or made properly licensed and operable.

**II. TIME OF PERFORMANCE**

Activity services as listed in Section I (A) shall commence on the 1st day of March 2015 and expire upon the expenditure of all awarded funds or on the 31th day of December of 2016, whichever occurs first. The term of this Agreement and the provisions herein shall not be extended to cover any additional time period.

A. Performance Monitoring

The City will monitor the performance of RTP against goals and performance standards as stated above. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by RTP within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

**III. BUDGET AND PAYMENT**

A. Budget

<b>TOTAL BUDGET</b>	
Construction Materials and Labor	\$25,000
<b>TOTAL AWARD</b>	<b>\$25,000</b>

B. Reimbursement Procedures

It is expressly agreed and understood that the total amount to be reimbursed by the City under this Agreement shall not exceed Twenty Five Thousand Dollars (\$25,000.00).

The City will reimburse RTP for eligible activity expenses based upon program and budget information submitted by RTP, and consistent to City policy and procedures concerning reimbursement.

RTP may not request the reimbursement of funds under this Agreement until funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. RTP shall also secure all lien waivers prior to reimbursement for all suppliers and all trades. Such lien waivers may be subject to City review prior to reimbursement.

All reimbursements must be accompanied by corresponding documentation that shows amounts, items, descriptions and any other necessary information to demonstrate eligibility. Specific questions regarding reimbursement documentation may be directed to the Community Development Director or his/her designee.

#### IV. NOTICES

Communication and details concerning this Agreement shall be directed to the following representatives:

##### CITY

Community Development Director  
(or his/her designee)  
City Hall  
419 Fulton Street, Suite 300  
Peoria, IL 61602  
309-494-8656

##### REBUILDING TOGETHER PEORIA

Joan Carroll  
Board Member – Municipal Liaison  
1327 NE Adams Street  
Peoria, IL 61603  
(309) 999-3  
[Joan.Carroll@CommerceBank.com](mailto:Joan.Carroll@CommerceBank.com)

#### V. GENERAL CONDITIONS

##### A. Hold Harmless

RTP shall hold harmless, defend, and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of RTP performance or nonperformance of the services or subject matter called for in this Agreement.

##### B. Amendments

The City or RTP may amend this Agreement at any time and are executed in writing, signed by a duly authorized representative of both parties. Such amendments shall not invalidate this Agreement, nor relieve or release the City or RTP from its obligations under this Agreement. The Agreement cannot be assumed by or assigned to another entity without written authorization and approval from the City.

##### C. Suspension or Termination

The City may suspend or terminate this Agreement, in its sole discretion, if RTP materially fails to comply with any term of this Agreement, or with any of the rules, regulations, or provisions referred to herein; and the City may declare RTP ineligible for any further participation in the City's programs, in addition to other remedies as provided by law. In the event there is reason to believe RTP is in noncompliance with any applicable rules or regulations, the City will suspend ALL reimbursement of the said Agreement funds until such time as RTP is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

##### D. Documentation and Record Keeping

RTP shall maintain all records that are pertinent to the selected sites and the eligible costs to be funded under this Agreement. Such records shall include, but not be limited to:

- a. Records providing a full description of the project;
- b. Records required to document the eligibility of costs;
- c. Records required to document the eligibility of activities, specifically:
  - i. Records demonstrating that each individual/family is income eligible;
  - ii. Records demonstrating that each project meets City property standards, including compliance with all housing, building and zoning codes

RTP shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the expenditure of funds or December 31, 2016 expiration date of this Agreement, whichever occurs first.

E. Audits and Inspections

RTP records with respect to any matters covered by this Agreement shall be made available to the City and its designees, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make copies of all relevant data. Any deficiencies noted in audit reports must be fully corrected by RTP within 30 days. Failure of RTP to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

F. Property Standards

All rehabbed units must meet City property standards, including compliance with all City of Peoria housing, building and zoning codes.

G. Conflict of Interest

RTP understands and agrees that no person, who is an employee, agent, consultant, or officer of RTP may obtain an interest, financial or otherwise, or benefit from the assisted activity or have any interest in any contract, subcontract, or agreement with respect to the assisted activity. This prohibition applies to employees, agents, consultants, or officers of RTP or those with whom they have family or business ties during their entire employment/business relationship with RTP and for one (1) year after the expiration of their employment/business relationship with RTP.

H. Nondiscrimination

RTP will not discriminate against anyone because of race, color, creed, religion, sexual orientation, ancestry, national origin, sex, disability, or other handicap, age, marital or familial status, or status with regard to public assistance. RTP will take affirmative action to insure that all practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. RTP agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause. Specifically, RTP must show proof of valid City Equal Employment Opportunity Certification prior to any request for the reimbursement of funds.

I. Religious Organization

RTP agrees that funds provided under this contract will not be used for religious activities, to promote religious interests, or for the benefit of a religious organization.

J. Prohibition Against hiring City Employees

RTP agrees, as a condition of accepting this Agreement with the City, that for a period of one year following completion of this Agreement, that it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the RTP for performance of this Agreement; (2) coordinating the efforts of the RTP in the consummation or completion of this Agreement; or (3) monitoring or determining the performance of the RTP. RTP further acknowledges and agrees that upon the City's determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following; (1) cancellation of any other contract(s) between the City and the RTP; (2) disqualification of the RTP from bidding or being awarded future contracts with the City for a period of 2 years; and/or (3) payment of liquidated damages to the City in the amount of \$25,000.

**VI. SEVERABILITY**

If any provision of the Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**VII. ENFORCEMENT OF THIS AGREEMENT**

If RTP fails to comply with the requirements and covenants contained herein, the same shall constitute a breach of this Agreement and the City shall be entitled to all remedies under Illinois law at the time of the breach.

**VIII. SURVIVAL OF OBLIGATIONS.**

The RTP obligations as set forth in this Agreement shall survive the disbursement of the funds and RTP shall continue to cooperate with the City and furnish any documents, exhibits or showings as required.

**IX. WAIVER OF JURY TRIAL.**

THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROJECT OR THIS AGREEMENT.

**X. LIABILITY OF CITY.**

In no event shall the City be liable to RTP for consequential or incidental damages, including, without limitation, lost profits, whatever the nature of the breach by the City of its obligations under this Agreement or in connection with the activity.

[Signatures on Next Pages]

APPROVED AND EXECUTED AS OF THIS 27 DAY OF February 2015.

**Rebuilding Together Peoria,**  
an Illinois not-for profit organization

By: Joan Carroll

**CITY OF PEORIA, ILLINOIS,**  
an Illinois Municipal Corporation

By: Pat Uhl  
City Manager

Attest:

Bob Baur  
City Clerk

Approved as to Content:

Donald P. Leist  
Corporation Counsel

Approved as to Form:

[Signature]  
Community Development Department