



150 WEST JEFFERSON STREET
JOLIET, ILLINOIS 60432-4158

November 13, 2024

MEMORANDUM OF UNDERSTANDING
AND
AGREEMENT

This Memorandum of Understanding and Agreement ("MOU" or "Agreement") is made by and between the City of Joliet ("City"), an Illinois home-rule municipality, and Joliet Township ("Township"), an Illinois unit of local government, collectively referred to as the "Parties" herein.

AUTHORITY:

This Agreement is entered into pursuant to the authority granted under the Illinois Township Code, specifically 60 ILCS 1/85-10, the Illinois Municipal Code, 65 ILCS 5/11-71-1, the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq. and Article VII, Section 10, of the Illinois Constitution.

WHEREAS, in accordance with the roles and responsibilities of the City as an entitlement grantee of United States Housing and Urban Development ("HUD") funds, specifically related to the Community Development Block Grant ("CDBG"), the City wishes to uphold and encourage cooperation of the rules and regulations of the CDBG program in this MOU; and

WHEREAS, the Township purchased a property located at 1017 Woodruff Rd, Joliet, IL 60432 ("Property"), formally known as the Forest Park Community Center, a local non-profit agency that was funded in part out of City CDBG funds for facility improvements.

WHEREAS, when the facility improvements were funded, this activity met the National Objective of low-moderate income area benefit, and pursuant to HUD regulation 24 CFR 570.505, the Property must maintain its original use for five (5) years after the closing date of the funded Facility Improvement activity as described in detail below. The existing agreement between the City and Forest Park Community Center is as follows:

- Program Year 2021 CDBG funds - Facility Improvements including Electrical, Brick/Concrete replacement, Painting, Soffit and Fascia Replacement, Drainage, Accessibility, and Flooring
 - Agreement start date - September 30, 2021
 - Completion of work date - October 18, 2023

- Amount of CDBG funds awarded to the Forest Park Community Center - \$50,000.00

WHEREAS, the Township and the City agree to the following terms regarding the maintained use of the Property until the completion of this MOU:

- The use of the property must meet a HUD CDBG National Objective:
 - Benefit to Low and Moderate Income Persons or Households; or
 - The property must serve Low and Moderate Income individuals with under 80% Annual Median Income
 - The property must provide the above beneficiaries with a public service including, but not limited to:
 - Employment services, crime prevention and public safety, childcare, health services, substance abuse services, fair housing counseling, education programs, energy conservation, services for senior citizens, services for homeless persons, welfare services, down payment assistance, and/or recreational services.

WHEREAS, if the agreed upon requirements herein cannot be met, then the Township shall reimburse the City in an amount that is equal to the fair market value of the real property which is current at such time of disposition or change in use, less that percentage of the value of the real property that is attributable to the investment of funds, other than grant funds, in its acquisition and/or improvement.

INDEMNIFICATION AND HOLD HARMLESS

The parties shall mutually agree to defend, indemnify and hold the parties, their officers, employees and agents harmless from and against any and all damage, loss, cost or expense (including reasonable attorney's fees and court costs) and any liability therefore which may be incurred or sustained by the parties, their officers, employees or agents caused in whole or in part by any misrepresentation, willful or negligent act or omission whatsoever arising out of or resulting from the installation and maintain of conduit, except to the extent that such damage, loss, cost, expense or liability directly results from any misrepresentation or willful or wanton act or omission of the parties and their officers, employees, or agents. The obligations described herein shall not be construed to negate, abridge or otherwise reduce any other obligation or indemnity, or any immunity of defense that would otherwise exist as to any other party or person described in this Agreement.

AGREEMENT COMPLETE

This written document contains the final and entire Agreement between the parties hereto and contains all of the terms and conditions agreed upon by the parties. No other Agreements, oral or otherwise, regarding the subject of this Agreement shall be deemed to exist or to bind the parties, it being the intent of the parties that neither shall be bound by any terms, conditions, or representation not herein written.

TERM, DURATION AND RENEWAL

This MOU will become effective upon execution of said MOU and the term of this MOU shall coincide with the HUD CDBG regulation 24 CFR 570.505 that prohibits the change in use of a property that is acquired or improved with federal funds within five (5) years of the completion of a project. Therefore, this MOU shall expire **October 18, 2028**, and does not have an option for renewal.

TERMINATION

Either the Township or the City may terminate this Agreement at any time for material breach or default by the other party. In the event that either party desires to terminate this Agreement for material breach or default, that party must first provide to the other party prior written notice of the material breach or default and afford that party no less than ninety (90) calendar days within which to cure any such material breach or default. If no cure is successful in eliminating the material breach or default within the ninety (90) day period following the delivery of the notice of material breach or default, then the aggrieved party shall notify the other party of failure to cure and may terminate the Agreement effective with such notice of failure to cure.

ATTACHMENT

Exhibit A: The original Subrecipient Agreement by and between City of Joliet and Forest Park Community Center, executed September 30, 2021.

[Signatures on Next Page]

Signatures:

Alicia Morales, Township Supervisor
Joliet Township Government

Date

Beth Beatty, City Manager
City of Joliet

Date

ATTEST:

Laren O'Hara, City Clerk
City of Joliet

Date

