

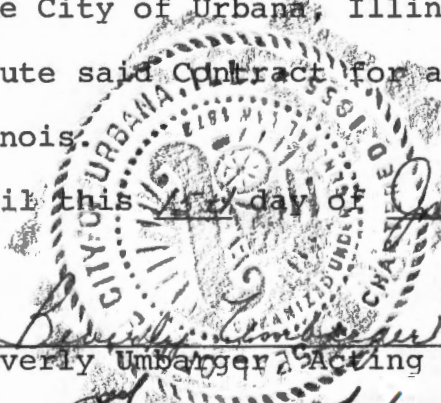
A RESOLUTION APPROVING A CONTRACT
FOR TECHNICAL SERVICES AND ASSISTANCE,
COMMUNITY DEVELOPMENT PROGRAM

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF URBANA,
ILLINOIS, as follows:

1. That the Contract for Technical Services and Assistance,
Community Development Program, between the City of Urbana, Illinois
and Urban Programming Corporation of America, a copy of which is
attached hereto and hereby incorporated by reference, be and the
same is hereby approved.

2. That the Mayor of the City of Urbana, Illinois, be
and the same is authorized to execute said Contract for and on
behalf of the City of Urbana, Illinois.

PASSED by the City Council this 1st day of January,
1979.


Beverly Umbarger
Beverly Umbarger, Acting City Clerk

APPROVED by the Mayor this 2nd day of February,
1979.

Jeffrey T. Markland
Jeffrey T. Markland, Mayor

CONTRACT
FOR TECHNICAL SERVICES AND ASSISTANCE
COMMUNITY DEVELOPMENT PROGRAM
CITY OF URBANA, ILLINOIS

THIS AGREEMENT, entered into this _____ day of _____, 1979 by and between the City of Urbana, Illinois, hereinafter referred to as the "City" and Urban Programming Corporation of America, hereinafter referred to as the "Consultant".

WITNESSETH:

WHEREAS, the City is in need of certain professional and technical services;

WHEREAS, the Consultant is duly qualified to render such services and technical assistance;

NOW, THEREFORE, the City and The Consultant, for the considerations and under the conditions hereinafter set forth, do agree as follows:

I. SCOPE OF SERVICES

Part I - A

Primary responsibility for the preparation of a Full Entitlement Application for Fifth Year CDBG Entitlement funding, including the Community Development (C.D.) and Housing Plan.

The Full Application will consist of all necessary elements as prescribed by program regulations (Federal Register, March 1, 1978) and as outlined below:

1. Form 424
2. Community Development and Housing Plan
 - a. Summary of Community Development and Housing Needs
 1. Community Profile (HUD Form 7062)
 2. Narrative Summary (Major Needs Particularly Low and Moderate Income and Slum and Blighted Areas)
 - b. Comprehensive Strategy (To Meet Needs)
 1. Community Wide
 - a. Development Strategy
 - b. Major Objectives
 - c. Priorities for Community Development Funds
 - d. Factors Used to Select Areas and Programs
 2. Neighborhood Revitalization
 - a. Neighborhood Strategy Areas
 - (1) Long and Short Term Objectives
 - (2) Physical Improvement Programs
 - (3) Related Programs
 - (4) Public Services
 - (5) Implementation Schedule
 - (6) Resources

- (7) Role of Neighborhood Organization
- (8) Housing Assistance Goals Relationship

b. Other Neighborhood Improvement Efforts

3. Housing Strategy (Community Wide) (Including Housing Assistance Plan)

- a. Goals, Timetables, Community Development Funds and other Funds
- b. Regulatory or Other Actions
- c. Spatial Deconcentration, Fair Housing Actions
- d. Community Facilities to Support Housing Strategy
- e. Displacement Actions

4. Economic Development (Only for those Proposing Community Development Economic Activities)

- a. Major Needs Identification
- b. Proposed Activities to Further Economic Development
- c. Number and Types of Expected Permanent Jobs
- d. Evidence of Private Commitment

5. Three Year Project Summary

(Not applicable to hold harmless whose entitlement ends and who do not apply for Small Cities multi-year or any applicant who does not apply for multi-year funding ref: 570.304(c)(1))

- a. Tabular summary showing block grant implementation of strategy by location, timing, goals, population benefit and estimated resources.

6. Map/s

- a. Census Tracts or Enumeration Districts
- b. Low and Moderate Income Persons
- c. Minority Groups
- d. Substandard and Deteriorating Housing
- e. Locations of Block Grant Funded Projects Including Three Year Project Summary.
- f. Neighborhood Strategy Areas, if any.

3. Annual Community Development Program

a. Project Summary (HUD Form)

- 1. Name of Project or Activity
- 2. Describe Activities, Sequence, Duration, Administrator
- 3. Location and Service Area Including Census Tracts or Enumeration District
- 4. Low and Moderate Benefit, Slum and Blight and Urgent Needs Descriptions

5. Describe Activities of Each Project with Costs and Timing.
 6. Other Resources
 7. Environmental Review Status
 8. Anticipated Accomplishments
 - b. Cost Summary (HUD Forms)
 - c. Map
 1. Locations and service areas of activities by Census Tracts or Enumeration Districts Including Neighborhood Strategy Areas.
4. Housing Assistance Plan (HAP)
- a. Conditions
 - b. Needs of Lower Income Persons
 1. Currently Residing
 2. Expected to Reside
 - c. Three Year Housing Program
 1. Goals
 2. General Locations (New and Substantial Rehabilitation) - Separate Locations for Elderly/Handicapped - Large Family by Tenure Types.
 - a. Must Contain One Site Meeting HUD Site/Neighborhood Criteria
 3. Actions to be Taken for Special Needs.
 - d. Annual Housing Action Program
 1. Realistic Goals by Household and Tenure for Each Program Year
 2. Specify Actions to be Taken to Implement Three Year Program

5. Certifications

- B. The Consultant will provide advice and consultation to the City with regard to the following programs and subjects
1. Urban Development Action Grant Program (UDAG)
 2. Tax Increment (1976 State of Illinois Real Property Tax Increment Allocation Act)
 3. Other Funding Sources
 4. Such Other Matters As May Be Determined by the City

With regard to the above, specific compensation and work activities such as applications, plans, studies to secure such programs and funding sources will be identified as additional services beyond the scope of this contract. The Consultant will be retained for such additional services that is within their expertise, pending a bonafide agreement for such additional services and compensation.

6. Copies of Reports

The Consultant shall provide ten copies of the above referenced material.

Part I - B Compensation and Method of Payment

The City shall pay the Consultant for Consultant's services in three monthly installments of three thousand dollars (\$3,000) each payable upon receipt of an appropriately documented invoice for payment from the Consultant specifying he has performed work under this contract in conformance with the Scope of Services. Total compensation shall not exceed \$9,000.00.

Part II Additional Services

A. Scope of Work

The Consultant will provide such additional services as may be requested by the City in a formal Notice to Proceed. Such services may include the following:

1. Assistance with application requirements and related work in connection with the filing of one or more applications for financial assistance under the Urban Development Action Grant program of the Department of Housing and Urban Development.
2. Assistance with planning and establishing one or more programs under the State of Illinois Real Property Tax Increment Allocation Act.
3. Such other matters as may be mutually established by the City and the Consultant.

B. Compensation

The maximum compensation to be paid to the Consultant for services under Part II (Additional Services) of this Agreement shall not exceed \$10,000/.

For each work item assigned to the Consultant, the City shall issue a Notice to Proceed to the Consultant indicating the services should be performed and the amount of compensation to be paid for the services.

Service under Part II of this Agreement shall be provided on the basis of the following rate:

1. President at \$45.00 per hour.
2. Executive Vice President at \$40.00 per hour.
3. Vice President, Director of Planning at \$30.00 per hour.
4. Senior Professional Staff at \$25.00 per hour.
5. Professional Staff at \$20.00 per hour.
6. Technicians:
 - Drafting - Jr. Technicians - \$15.00
 - Secretary - Clerical - \$ 8.00
7. Reimbursable costs for reproduction of maps, applications, etc. at Consultant's direct cost.

Out of pocket expenses such as travel, lodging, and phone calls at direct cost of Consultant.

Meals, not to exceed \$15.00 per day.

Mileage at .15¢ per mile.

Taxicab and car rental in connection with performing assigned services.

Each requisition for payment from the Consultant shall include a detailed breakdown of itemized costs related to the Notice to Proceed originated by the City.

II. It is further understood and agreed to by both parties concerned with this contract that said pay provision herein outlined is agreeable and acceptable.

The performance of services or acceptance of the reports required hereunder shall not relieve the Consultant from obligation to correct any defective work, whether previously or subsequently discovered, and all incompletd, inaccurate or defective work shall be remedied by the Consultant on demand without cost to the City.

III. The City shall provide the following available local informations, plans, maps and other data to the Consultant in order for the Consultant to carry out the above Scope of Services:

- A. Copy of the Fourth Year Entitlement Application Text and the original maps.
- B. Copy of the latest Comprehensive City Plan, including any amendments (adopted or unadopted).
- C. A clear print of the City map at such scale that is suitable for use in the Application.
- D. Existing housing conditions and land use surveys of the City of Urbana.
- E. Any engineering studies or master plans of streets and utilities, including surveys of existing facilities and deficiencies by the Department of Public Works.
- F. An analysis of existing service needs for public service.
- G. An analysis of park public building deficiencies.
- H. Latest Postal Vacancy Survey.
- I. Copy of the CDBG Discretionary Application.
- J. Count of new dwelling units constructed or authorized and dwelling units demolished from 1977 to January 1, 1979. The counts were to be made for renter and owner units on a monthly basis.
- K. UDAG eligibility data from HUD.
- L. Any population estimates other than 1970 U.S. Census Data.
- M. Housing studies and the City's Fair Housing Ordinance.
- N. Counts of housing units rehabilitated under C.D. in order to adjust Table I of the latest Housing Assistance Plan.
- O. The number, tenure, type and location of Urbana public housing, Section 8 housing and any other federal assisted housing, including the month and year of construction completion.
- P. An analysis of counts of any code enforcement or the HUD 312 Loan Program from 1977 to January 1, 1978 for the HAP update.
- Q. The role of any neighborhood organizations in C.D.
- R. Other available local data and information needed to prepare the Application.

- IV. The Consultant's rights, obligations, and duties under this contract shall not be assigned or transferred in whole or in part (whether assignment, novation, or otherwise), but this provision shall not prohibit the assignment by the City to any corporation, agency, or instrumentality have authority to accept this assignment.
- V. None of the work or services covered by this contract shall be subcontracted unless the Consultant so notifies the City and the City agrees.
- VI. The Consultant agrees that any and all reports prepared and conclusions reached hereunder are for the confidential information of the City and that neither the Consultant nor any member of the Consultant's personnel will disclose any of the same in whole or in part to any person whatsoever or discuss any of the same with any person whatsoever, other than the City or its authorized representatives, except when called upon to testify in relation to such report or conclusion under oath in a judicial forum, or as may be otherwise required by law.
- VII. As an inducement to the execution of this agreement by the City, the Consultant represents and agrees that the Consultant has not made, and will not make any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or any other compensation in connection with the procurement of this contract; and that the Consultant has not now and will not acquire prior to the disposition of all the sites by the City, an interest (including that of real estate agent or broker), direct or indirect, present or prospective, in any of the sites in the areas, and has not employed, and will not employ, in connection with work to be performed hereunder, any person having any such interest during the terms of this contract, either directly or indirectly.
- VIII. During the performance of this contract, the Consultant agrees as follows:
 - A. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Consultant will take affirmative action to ensure that applicants are employed without consideration to race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous notices to be provided by the City setting forth the provision of this nondiscrimination clause.
 - B. The Consultant will, in all solicitations or advertisements for employees place by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
- IX. No member of or delegate to the Congress of the United States of America, and no Resident Commissioner shall be admitted to any share of any part of this contract or to any benefit to arise herefrom.
- X. No member of the City shall participate in any decisions relative to this contract which affects his personal interests or the interests of any corporation, partnership, or association in which he is directly or indirectly interested; nor shall any member, officer, agent, or employee of the City have any interest, direct or indirect, in this contract or the proceeds thereof.
- XI. The City's obligation to pay the Consultant for Consultant's services as provided in Part I-B of this Agreement is expressly conditioned upon the City receiving entitlement funding for such purposes from HUD. Nothing contained in this section shall relieve the City of its obligation to pay the Consultant for such services, however, if such funding, once entitled, is simply frozen by the Federal Government without fault or negligence on the part of the Consultant in providing such services.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed this _____ day of _____, 1979.

In the presence of:

CITY OF URBANA, ILLINOIS

Jeffrey T. Muller
Mayor

ATTEST:

URBAN PROGRAMMING CORP. OF AMERICA

John J. Senkowsky

Fred Walton
Fred Walton, President

