

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
MARCH 18, 2008 AGENDA

SUBJECT:	TYPE:	SUBMITTED BY:
Community Development Block Grant (CDBG)	✓ Resolution Ordinance Motion Discussion Only	Andrew J. Matejcek Director, Counseling and Social Services

SYNOPSIS

A resolution has been prepared to accept the FY2008-09 Community Development Block Grant (CDBG) in the amount of \$13,832 for the Prentiss Creek Neighborhood Resource Center (Prentiss Creek NRC) located at 2048 Prentiss Drive, Apt. 112, Downers Grove, Illinois. This grant was previously workshopped with a public hearing on September 18, 2007 prior to its October 1, 2007 application submittal.

STRATEGIC PLAN ALIGNMENT

The Five Year Plan and Goals for 2007-2012 identified *Preservation of Our Residential and Neighborhood Character*. Supporting objectives of this goal are *Continue Reinvestment in the Neighborhoods* and *Maintain Safe and Secure Neighborhoods*.

FISCAL IMPACT

The FY 2008 General Fund Revenues includes a budget amount of \$13,507 for the CDBG within *Federal, Operational Grants*. This \$13,507 projected amount is based on the actual 2007 CDBG award.

UPDATE & RECOMMENDATION

A resolution submitting the Community Development Block Grant application was discussed at the September 26, 2006 Village Council Workshop and approved as part the October 3, 2006 Active Agenda. The Village has received notification that \$13,507 has been awarded in FY2007-08 CDBG funding. The resolution being presented on March 6, 2007 seeks acceptance of the grant award.

Approval is recommended on the March 6, 2007 consent agenda.

BACKGROUND

The CDBG is a federally funded, Housing and Urban Development (HUD) grant that is administered by the DuPage County Community Development Commission (CDC) through an agreement with the Village. CDBG funding provides for capital and/or service projects based on entitlement and need. In accordance with census data, the Village may apply for CDBG funding to support the ongoing service projects, via the Prentiss Creek NRC, located within the Prentiss Creek at Downers Grove apartment complex. The Prentiss Creek NRC is run by the Village with staff from the Dept. of Counseling and Social Services and the Police Department's Community Oriented Policing (COP) officers. The supportive services provided to the complex's residents include: ESL classes, computer proficiency classes, homework assistance, health fairs, social services networking, referrals for financial assistance and basic needs, crime reduction, community building, mentoring, and recreational activities for youth.

Each year a portion of the CDBG amount requested by the Village is actually awarded. Currently, HUD requires 85% of DuPage County's entitlement to go to capital projects; NRC support is categorized as a *service project*. In the last 4 years, HUD has reduced DuPage County's overall CDBG entitlement by

16%, a loss of \$776,208. The CDC reports, during their FY 2007, 86% of eligible public services applications were funded at some level, either fully or partially.

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Director of Counseling and Social Services **DATE:** March 18, 2008
(Name)

RECOMMENDATION FROM: N/A **FILE REF:** _____
(Board or Department)

NATURE OF ACTION:

STEPS NEEDED TO IMPLEMENT ACTION:

Ordinance

Resolution

Motion

Other

Motion to Adopt "A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE VILLAGE OF DOWNERS GROVE (PRENTISS CREEK RESOURCE CENTER)", as presented.

SUMMARY OF ITEM:

Adoption of this resolution will authorize execution of an agreement between the Village and the County of DuPage for the 2008 Community Development Block Grant Program. This will support activities for the Prentiss Creek Neighborhood Resource Center.

RECORD OF ACTION TAKEN:

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF
AN AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE
VILLAGE OF DOWNERS GROVE (PRENTISS CREEK RESOURCE CENTER)**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois as follows:

1. That the form and substance of the Agreement between the Village of Downers Grove and County of DuPage regarding a community development block grant for the Prentiss Creek Neighborhood Resource Center, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager entitled "Agreement Between the County of DuPage and the Village of Downers Grove", is hereby approved.

2. That the Mayor and Clerk are hereby authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this resolution, together with such changes as the Manager shall deem necessary.

4. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further actions as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

5. That all resolutions or parts of resolutions in conflict with this resolution are hereby repealed.

6. That this resolution shall be in full force and effect from and after its passage in the manner provided by law.

Mayor

Passed:

Published:

Attest: _____
Village Clerk

AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
VILLAGE OF DOWNERS GROVE
CD08-16

This AGREEMENT is entered into as of the _____ day of _____ 2008, by and between the COUNTY OF DU PAGE, Illinois, a body corporate and politic of the State of Illinois ("COUNTY") with offices at 421 N. County Farm Road, Room 1-700, Wheaton, IL 60187, and VILLAGE OF DOWNERS GROVE, an Illinois Not-for-Profit Corporation ("SUBGRANTEE") with offices at ~~2048~~ ⁸⁴² ~~Prentiss Drive~~, Downers Grove, IL 60515.

842
Curtiss

RECITALS

WHEREAS, the Illinois General Assembly has granted COUNTY authority to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the "Housing and Community Development Act of 1974", and other subsequent housing acts, and may disburse those funds and other county funds for community development and other housing program activities (Illinois Compiled Statutes, Chapter 55, paragraph 5/5-1093); and

WHEREAS, COUNTY has been a participating jurisdiction in the United States Department of Housing and Urban Development's ("HUD's") Housing and Community Development Program since 1975, and has applied for Community Development Block Grant Funds from HUD as provided by the Housing and Community Development Act of 1974, as amended (P.L. 93-383) ("ACT"); and

WHEREAS, COUNTY, in accordance with its application to HUD, uses a portion of its CDBG funds for public service activities to meet the needs of the elderly, disabled, and families in crisis; and

WHEREAS, SUBGRANTEE has made application to COUNTY for a portion of COUNTY's CDBG funds; and

WHEREAS, COUNTY has considered and approved the application of the SUBGRANTEE and hereby agrees to distribute to SUBGRANTEE a portion of the total CDBG funds allotted to the COUNTY, with

the portion distributed to SUBGRANTEE being in an amount and upon the conditions provided herein ("CDBG FUNDS"); and

WHEREAS, the County Board approved this project on February 12, 2008, as part of the 2008 Action Plan of the 2005-2009 DuPage County Consolidated Plan submitted to HUD for the Community Development Block Grant Program; and

WHEREAS, COUNTY and SUBGRANTEE enter into this AGREEMENT pursuant to their respective powers to enter into such agreements, as those powers are defined in the Illinois Constitution and applicable and statutes.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms and conditions hereinafter set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

I. INCORPORATION AND CONSTRUCTION

- A. All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this AGREEMENT.
- B. The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and this shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- C. The following Exhibits are hereby incorporated herein:
 - Exhibit A. Assurances;
 - Exhibit B. Equal Employment Opportunity Certification

II. SCOPE OF THE PROJECT

- A. SUBGRANTEE hereby agrees to perform the following activity, as previously defined in the 2008 application and project description submitted by the SUBGRANTEE: Prentiss Creek NRC (hereinafter called "PROJECT").
- B. The purpose of the activities funded pursuant to this AGREEMENT is to partially provide support for the salary and benefits for key staff. The scope of work shall be limited to the following activities:

1. Reimbursement of project costs related to programs including:ESL classes, Homework Happening, summer camp, computer classes, arts and crafts, cultural events, recreational activities, mentoring, physical and health education, and diversity training. The project will also provide social service networking.
 2. Reimbursement of other costs associated with the PROJECT as are consistent with the scope and intent of the PROJECT, and are pre-approved by the staff of the DuPage County Community Development Commission ("CDC").
- C. The SUBGRANTEE shall provide a Quarterly Progress Report to the CDC office, reporting on the status of the PROJECT in relation to the Implementation Schedule. The progress reports shall begin upon the signing of the AGREEMENT and shall continue until the PROJECT is closed out, according to the following schedule:
- Quarter 1:** April - June (due July 10)
 - Quarter 2:** July-September (due October 10)
 - Quarter 3:** October - December (due January 10)
 - Quarter 4:** January - March (due April 10)
- The SUBGRANTEE shall use a form provided by the CDC office and shall include all required information about the number of clients served each month.
- D. Prior to the expenditure of CDBG FUNDS, the SUBGRANTEE shall meet with the CDC office staff to establish acceptable documentation and guidelines regarding requests for payment for the activities described in the Scope of Work. No CDBG payment will be made without the required documentation.
- E. SUBGRANTEE shall return to the COUNTY any program income, as defined in 24 CFR 570.500(a), which is generated as a result of this PROJECT. Written request for an exception to this Agreement must be made, in writing, to the CDC office explaining why the SUBGRANTEE needs the income, the specific activities the SUBGRANTEE will undertake with the funds and how the SUBGRANTEE will report the income and expenditures to the COUNTY. A written response to the request will be provided to SUBGRANTEE from the COUNTY.

III. AMOUNT AND TERMS OF GRANT

- A. The COUNTY shall distribute to SUBGRANTEE, as SUBGRANTEE's portion of the total grant received by the COUNTY and in consideration of SUBGRANTEE's undertaking to perform the PROJECT, a maximum of **\$13,832** to be paid in the manner set forth herein Section II. D. and in Section VII.
- B. This PROJECT shall be identified as CDC Agreement No. CD08-16 and CDC Account No. 3924, which identifying numbers shall be used by SUBGRANTEE on all payment requests.

IV. SUBGRANTEE'S COMPLIANCE WITH THE ACT

- A. COUNTY shall assist SUBGRANTEE in complying with the Act and the rules and regulations promulgated for implementation of the Act.
- B. SUBGRANTEE agrees to abide by the Act, and all HUD rules and regulations promulgated to implement the Act, as identified in Exhibit "A" attached hereto and made a part hereof. SUBGRANTEE shall require such compliance and assurances in all lower tier contracts and subcontracts financed in whole or in part with GRANT FUNDS.
- C. COUNTY, as a condition to this grant of funds, requires the SUBGRANTEE, when applicable, (1) to assist in the completion of an environmental review as needed for the PROJECT and (2) complete and provide CDC with certifications showing equal employment opportunity compliance including equal employment opportunity certification with reference to the PROJECT, as set forth in Exhibit "B" attached hereto and made a part hereof.
- D. SUBGRANTEE, in performing under this AGREEMENT, shall:
 - 1. Not discriminate against any worker, employee, or applicant, or any member of the public, because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice; and
 - 2. Take affirmative action to insure that applicants are employed without regard to race, creed, color,

sex, age or national origin, with such affirmative action including, but not limited to the following: Employment, upgrading, demotion or transfer, termination, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship.

- E. SUBGRANTEE agrees and authorizes CDC and HUD to conduct on-site reviews, examine personnel and employment records and to conduct any other procedures or practices to assure compliance with these provisions. SUBGRANTEE agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discriminatory clause.
- F. SUBGRANTEE agrees not to violate any laws, state or federal rules or regulations regarding a direct or indirect illegal interest on the part of any employee or elected official of the SUBGRANTEE in the PROJECT or payments made pursuant to this AGREEMENT.
- G. SUBGRANTEE agrees that to the best of its knowledge, neither the PROJECT nor the funds provided therefore, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code, referred to as the Hatch Act.
- H. SUBGRANTEE shall maintain records to show actual time devoted and costs incurred, in relation to the PROJECT, and shall prepare and submit quarterly progress reports that describe the work already performed and anticipated during the remaining time of the PROJECT. Upon fifteen (15) days notice from the COUNTY, originals or certified copies of all time sheets, billings, and other documentation used in the preparation of said progress reports shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North County Farm Road, Wheaton, Illinois.
- I. SUBGRANTEE shall adopt the audit requirements of the Office of Management and Budget ("OMB") Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." SUBGRANTEE shall submit to the COUNTY one copy of said audit report. SUBGRANTEE shall permit

the authorized representatives of the COUNTY, HUD and the Comptroller General of the United States to inspect and audit all data and reports of the SUBGRANTEE relating to its performance under the AGREEMENT.

- J. COUNTY shall provide, upon request, copies of all laws, regulations and orders cited in this AGREEMENT.
- K. SUBGRANTEE and COUNTY shall at all times observe and comply with Title 24 CFR part 570 and all applicable laws, ordinances or regulations of the federal, state, COUNTY, and local government, which may in any manner affect the performance of this AGREEMENT, and SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the federal government.
- L. SUBGRANTEE shall transfer to the COUNTY any GRANT FUNDS on hand and submit all billings attributable to this Project at the time this AGREEMENT expires.
- M. SUBGRANTEE will ensure that any real property under the SUBGRANTEE's control that was acquired or improved in whole or in part with GRANT FUNDS in excess of \$25,000 is used to meet the benefit of low and moderate-income persons as defined by HUD, for a period of 20 years after the expiration of the AGREEMENT.
- N. If during the 20 year period after the expiration of this AGREEMENT, the SUBGRANTEE disposes of any property under the SUBGRANTEE's control that was acquired or improved in whole or in part with GRANT FUNDS in excess of \$25,000, then the SUBGRANTEE will reimburse the COUNTY in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-GRANT FUNDS for acquisition of, or improvement to, the property.

V. RIGHTS TO SUBCONTRACT

- A. SUBGRANTEE is herewith granted authority to subcontract all or any portion of the PROJECT, as allowed by CDC policy, to such consultants or other professionals as SUBGRANTEE shall deem appropriate or necessary and upon such terms as may be acceptable to SUBGRANTEE, with prior consent of COUNTY. SUBGRANTEE will include in its contracts financed in whole or in part with GRANT FUNDS,

all clauses required by federal laws, executive orders, or regulations, and each contractor will also include in its subagreements and contracts financed in whole or in part with GRANT FUNDS all applicable clauses required by federal laws, executive orders, or regulations.

- B. Administration of any subcontracts by the SUBGRANTEE shall be in conformance with Title 24 CFR part 85.

VI. COUNTY'S OBLIGATION TO PROSECUTE APPLICATION

- A. COUNTY shall forthwith file all applicable documents and shall comply with all applicable rules and regulations to secure a release of funds for the PROJECT.
- B. After the COUNTY has received notification that HUD has released funds for the PROJECT, the SUBGRANTEE shall be authorized to accept the proposal of any subcontractor for the PROJECT.
- C. COUNTY agrees to abide by the Act, and all HUD rules and regulations promulgated to implement the Act.

VII. BILLING PROCEDURE

- A. Upon release of CDBG Funds by HUD for the PROJECT, the COUNTY shall make disbursements to the SUBGRANTEE as either reimbursement for advances made by SUBGRANTEE or as advances for specific cash requirements of SUBGRANTEE for the PROJECT. All claims of SUBGRANTEE, whether for reimbursement or advancement, shall comply with the following requirements:
 - 1. SUBGRANTEE shall submit a listing of all disbursements of CDBG FUNDS, on a form provided by the COUNTY;
 - 2. Any claim for advancement of CDBG FUNDS shall be limited to an amount necessary for SUBGRANTEE to meet specific cash requirements for the PROJECT and shall be disbursed by SUBGRANTEE within three (3) working days of receipt by SUBGRANTEE;
 - 3. Any request for reimbursement or advancement pertaining to work under contracts from the

SUBGRANTEE, if applicable, shall include the following:

- a. For interim payments to contractors and subcontractors, certification that the work for which payment is requested has been performed and is in place and to the best of SUBGRANTEE's knowledge, information and belief that, the quality of such work is in accordance with the contract and subcontracts, subject to: (i) any evaluation of such work as a functioning PROJECT upon substantial completion; (ii) the results of any subsequent tests permitted by the subcontract; and (iii) any defects or deficiencies not readily apparent upon inspection of the work; and
 - b. For final payment, that the work has been completed in a good, workmanlike, satisfactory manner and in conformance with the contract.
4. Processing of all requests for payment shall be contingent upon the submission of documentation by the contractor and subcontractor to the COUNTY that fully complies with federal labor standards, uniform relocation act or any other applicable federal, state, or local statutes, rules or regulations, if applicable.
 5. SUBGRANTEE shall forward to COUNTY all billings, vouchers, and other documents representing any accounts payable, in such timely and reasonable manner as both parties shall determine.
 6. SUBGRANTEE shall cooperate with the COUNTY to facilitate the maintenance of financial records by the COUNTY as required by Title 24 CFR part 85.
- B. Promptly upon submission of an acceptable claim for GRANT FUNDS, COUNTY shall process such claim for payment in accordance with this AGREEMENT, applicable HUD requirements, and COUNTY fiscal policies.
 - C. COUNTY shall be responsible, except as provided for in Sections IX and XI hereof, for paying all required payments against expenses incurred by SUBGRANTEE under this AGREEMENT.

VIII. ADMINISTRATION AND REPORTING REQUIREMENTS

- A. SUBGRANTEE shall administrate the GRANT FUNDS in conformance with the regulations, policies, guidelines and requirements of Title 24 CFR part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" and OMB Circular numbers A-122, "Cost Principles for Nonprofit Organizations," and A-133, "Audits of States, Local Governments, and Non-Profit Organizations," as they relate to the acceptance and use of federal funds for the PROJECT.
- B. SUBGRANTEE shall submit all required information to show compliance with applicable laws, rules and regulations, as specified in this AGREEMENT and shall submit to COUNTY a quarterly progress report no later than the tenth day of the quarter following the activity being reported (Quarter 1: April - June; Quarter 2: July-September; Quarter 3: October - December; Quarter 4: January - March). Other reporting requirements are specified in Sections II and IV of this AGREEMENT and Exhibits "A" and "B" attached hereto and made a part hereof.

IX. TERMINATION OF AGREEMENT OR SUSPENSION OF PAYMENT

- A. During the implementation of the PROJECT, COUNTY may terminate this AGREEMENT or may suspend payment of GRANT FUNDS to SUBGRANTEE for SUBGRANTEE's substantial breach of the AGREEMENT, abandonment of the PROJECT or an occurrence rendering impossible the performance by SUBGRANTEE of this AGREEMENT.
- B. During the implementation of the PROJECT, the COUNTY may suspend payments of GRANT FUNDS, due to use of funds in a manner unrelated to SUBGRANTEE's performing the PROJECT, failure by SUBGRANTEE in submitting supporting information or documentation for a claim; submission by SUBGRANTEE of incorrect or incomplete reports, or SUBGRANTEE's suspension of its pursuit of the PROJECT.
- C. In the event COUNTY elects to terminate this AGREEMENT or to suspend payments, for any reason stated hereinabove in paragraph A and B of this Section IX, it shall notify the SUBGRANTEE, in writing, of such action, specifying the particular deficiency, at least five (5)

working days in advance of any such action and establishing a time and a place for the SUBGRANTEE to refute the alleged deficiency at a time prior to COUNTY's taking such action. After allowing the SUBGRANTEE the opportunity to refute or correct the alleged deficiency, if the alleged deficiency continues to exist, in the reasonable opinion of the COUNTY, the COUNTY may withhold payment of the GRANT FUNDS until such time as the violation or breach is remedied. No action taken or withheld by the COUNTY under this paragraph shall relieve the SUBGRANTEE of its liability to the COUNTY for any funds expended in violation of any of the terms of this AGREEMENT.

- D. SUBGRANTEE shall transfer to the COUNTY any GRANT FUNDS on hand and submit all billings attributable to this Project at the time this AGREEMENT terminates or is suspended.

X. REMEDIES

- A. In the event of any violation or breach of this AGREEMENT by SUBGRANTEE, misuse or misapplication of funds derived from this AGREEMENT by SUBGRANTEE, or any violation of any statutes, rules and regulations, directly or indirectly, by the SUBGRANTEE or any of its agents or representatives, then SUBGRANTEE, to the fullest extent permitted by law, agrees to indemnify, and hold the COUNTY harmless from any damages, penalties, and expenses, including attorneys fees and other costs of defense, resulting from such action or omission by SUBGRANTEE.
- B. In the event HUD, or any other federal agency, makes any claim which would give rise to invoking the remedy provisions, as set forth in paragraph A of this Section X, then the SUBGRANTEE shall immediately notify the COUNTY, in writing, providing the full details of the alleged violation. The SUBGRANTEE shall have the right to contest the claim, through all levels of any administrative proceedings or in any court of competent jurisdiction without any cost to the COUNTY. Upon any final adjudication, or upon any settlement agreed to between the SUBGRANTEE and the federal agency, the SUBGRANTEE shall promptly pay any funds found due and owing.

- C. As long as the COUNTY is not in jeopardy of losing any other federal funding, of any kind or description, as a result of the alleged breach, the SUBGRANTEE shall have complete right to settle or compromise any claim and to pay any judgment to the federal government, so long as the COUNTY is indemnified.
- D. If COUNTY has lost or been prevented from receiving any federal funds, other than the CDBG Funds, as a result of any alleged violation subject to the remedy provisions hereof, the SUBGRANTEE shall repay, upon demand by the COUNTY, such amount of CDBG Funds allegedly due, as a result of the alleged breach, and the SUBGRANTEE may then pursue any remedy it may have in an appropriate forum.

XI. TIMELINESS

- A. Time is of the essence. SUBGRANTEE will be responsible for meeting the progress schedule target dates listed below. Any target, which the SUBGRANTEE does not achieve within two months of the date listed, will result in the SUBGRANTEE submitting a revised implementation schedule for approval by the CDC Staff. Failure to achieve these deadlines may result in the loss or reduction of CDBG FUNDS.

PROGRESS SCHEDULE

1. 50% of funds expended (claims submitted for 50% of funds) by 10/08
2. 100% of funds expended (claims submitted for 100% of funds) by 3/09

- B. This grant will expire on March 31, 2009.

XII. MISCELLANEOUS PROVISIONS

- A. AMENDMENTS - This AGREEMENT constitutes the entire AGREEMENT between the parties hereto. Any proposed change in this AGREEMENT shall be submitted to the other party for prior approval. No modifications, additions,

deletions, or the like, to this AGREEMENT shall be effective unless and until such changes are executed, in writing, by the authorized officers of each party.

- B. SUBJECT TO FINANCIAL ASSISTANCE AGREEMENT - This AGREEMENT is made subject to financial assistance agreements between the COUNTY and the United States Department of Housing and Urban Development, with the rights and remedies of the parties hereto being in accordance with this AGREEMENT.
- C. ASSIGNMENT - except as provided in Section V hereof, SUBGRANTEE shall not assign this AGREEMENT or any part thereof and SUBGRANTEE shall not transfer or assign any GRANT FUNDS or claims due or to become due hereunder, without the prior written approval of the COUNTY.
- D. ATTORNEY'S OPINION - If requested, SUBGRANTEE shall provide an opinion of its attorney, in a form reasonably satisfactory to the State's Attorney's Office, that all steps necessary to adopt this AGREEMENT, in a manner binding upon SUBGRANTEE, have been taken by SUBGRANTEE, and that SUBGRANTEE is in compliance with applicable local, state and federal statutes, rules and regulations for the purpose of complying with this AGREEMENT.
- E. AGREEMENT DURATION - Unless determined otherwise by the COUNTY pursuant to the terms of this AGREEMENT above, this AGREEMENT will remain in effect for the period of affordability required by federal regulation under the ACT.
- F. INDEMNIFICATION AND HOLD HARMLESS - To the fullest extent allowed by law, the SUBGRANTEE shall assume the defense of and shall pay, indemnify, and hold harmless COUNTY, its designees, and its employees from all suits, actions, claims, demands, damages, losses, expenses, and costs of every kind and description to which the COUNTY, its designees, and its employees may be subject by reason of any act or omission of SUBGRANTEE, its agents or employees, in undertaking and performing under this AGREEMENT. The SUBGRANTEE does not hereby waive any defenses or immunity available to it with respect to third parties.
- G. SEVERABILITY - In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the

remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

IN WITNESS WHEREOF, this AGREEMENT has been executed by the parties on the dates recited below to be effective on the date first written above.

COUNTY OF DU PAGE, a body politic in the State of Illinois

BY: _____
Robert J. Schillerstrom,
Chairman DuPage County Board

DATE: _____

ATTEST: _____
Gary A. King, County Clerk

SUBGRANTEE: Village of Downers Grove

BY: _____
Executive Director

DATE: _____

ATTEST: _____

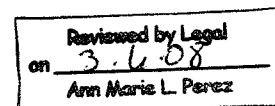


EXHIBIT A
ASSURANCES

SUBGRANTEE hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of CDBG funds in accordance with the ACT and DU PAGE Community Development Commission policies. Also, SUBGRANTEE certifies with respect to the grant that:

1. SUBGRANTEE possesses legal authority to make a grant submission to the COUNTY and to execute a community development and housing program;
2. Its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the person identified as the official representative of SUBGRANTEE to execute the AGREEMENT, all understandings and assurances contained herein, and directing the authorization of the person identified as the official representative of SUBGRANTEE to act in connection with the execution of the AGREEMENT and to provide such additional information as may be required;
3. Prior to submission of its application to the COUNTY, the SUBGRANTEE has:
 - A. met the citizen participation requirements of 24 CFR part 91 and has provided citizens with:
 1. the estimate of the amount of CDBG funds proposed to be used for activities that will benefit persons of low and moderate income; and
 2. its plan for minimizing displacement of persons as a result of activities assisted with CDBG funds and to assist persons actually displaced as a result of such activities;
 - B. prepared its application in accordance with the policies of the DuPage Community Development Commission and made the application available to the public;
4. The grant will be conducted and administered in compliance with:

- A. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 USC § 2000d et seq.) and implementing regulations issued at 24 CFR Part I;
- B. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-208, 42 USC §3601 et seq.), as amended; and that the SUBGRANTEE will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
- C. Section 109 of the Housing and Community Development Act of 1974, (42 USC §5309) as amended; and the regulations issued pursuant hereto;
- D. Section 3 of the Housing and Urban Development Act of 1968, (42 USC §3932 et seq.) as amended;
- E. Executive Order 11246(30 FR 12319)-Equal Opportunity, as amended by Executive Orders 11375 (32 FR 14303) and 12086, (43 FR 46501),and implementing regulations issued at 41 CFR Chapter 60;
- F. Executive Order 11063(27 FR 11527)-Equal Opportunity in Housing, as amended by Executive Order 12259 (46 FR 1253), and implementing regulations at 24 CFR Part 107;
- G. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112, 29 USC 701 et seq.), as amended, and implementing regulations when published in effect;
- H. The Age Discrimination Act of 1975 (Pub. L. 94-135, 42 USC §6101 et seq.), as amended, and implementing regulations when published for effect;
- I. The relocation requirements of Title II (42 USC §4651 et seq.) and the acquisition requirements of Title III (42 USC §4621 et seq.)of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR Part 42, as required under 24 CFR §570.606;
- J. The labor standards requirements as set forth in 24 CFR Part 570, Subpart K and HUD regulations issues to implement such requirements;
- K. Executive Order 11988 (42 FR 26951) relating to the evaluation of flood hazards and Executive Order 11738 (38

FR 25161) relating to the prevention, control and abatement of water pollution;

L. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234, 42 USC §4012a(a));

M. The Fair Housing Act (42 USC §3601-20);

5. Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR §570.608; and
6. When a grant is in excess of \$100,000 it will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, (42 USC §7606) Section 508 of the Clean Water Act (Federal Water Pollution Control Act) (33 USC §1368), Executive Order 11738 (38 FR 25161), and Environmental Protection Agency regulation (40 CFR part 15), which prohibit the use under nonexempt Federal contracts, grants or loans, of facilities included on the EPA list of Violating Facilities (20 CFR §437.36). The provision shall require reporting of violations to the County, HUD, and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329);
7. It has developed its application so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight; the application may also include activities which the SUBGRANTEE certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;
8. It is following the current DuPage County Housing Assistance Plan which has been approved by HUD;
9. It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the ACT or with amount resulting from a guarantee under Section 108 of the ACT by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the ACT are used to pay the proportion of such

fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the ACT; or (2) for purposes of assessing any amount against properties owned and occupied by low and moderate income persons, SUBGRANTEE certifies that it lacks sufficient funds received under Section 106 of the ACT to comply with the requirements of subparagraph (1) above; and

10. SUBGRANTEE certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in SUBGRANTEE's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about -

1. The dangers of drug abuse in the workplace;
2. SUBGRANTEE's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A);

D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will -

1. Abide by the terms of the statement; and
2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

E. Notifying the DU PAGE County Community Development Commission within ten (10) days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted -

1. Taking appropriate personnel action against such an employee, up to and including termination; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, County or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F).

11. It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.

12. In regards to lobbying, SUBGRANTEE certifies:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of SUBGRANTEE, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. SUBGRANTEE shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- a. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT B
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Community Development Block Grant Program
County of DU PAGE

The undersigned understands and agrees that it is a SUBGRANTEE of the Community Development Block Grant Program of the County of DU PAGE. The undersigned also agrees there shall be no discrimination against any employee who is employed in carrying out work from the assistance received from the County of DU PAGE and the Department of Housing and Urban Development, or against any applicant for such employment, because of race, color, religion, sex, age or national origin, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SUBGRANTEE further agrees to the following:

1. It will incorporate or cause to be incorporated into any grant contract, loan, grant insurance or guarantee involving federally assisted construction work, or modification thereof, which is paid for in whole or in part with funds obtained from the Community Development Block Grant program, the language contained in HUD Equal Employment Opportunity Regulations at 42 CFR §130.15(b), in Executive Order 11246, as amended by Executive Orders 11375 and 12006, and implementing regulations issued in 41 CFR Chapter 60.
2. It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any Community Development Block Grant Program construction.
3. It will assist and cooperate actively with the County of DU PAGE, the Department of Housing and Urban Development and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor.
4. It will furnish the County of DU PAGE, the Department of Housing and Urban Development and the Secretary of Labor such information as they may require for the supervision of such compliance, and will otherwise assist the County of DU PAGE and the Department of Housing and Urban Development in the discharge of primary responsibility for securing compliance.
5. It will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from or who has not demonstrated eligibility for government contracts and

federally assisted construction contracts pursuant to the Executive Order.

6. It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractor by the Secretary of Labor, the County of DU PAGE or the U.S. Department of Housing and Urban Development.
7. In the event that SUBGRANTEE fails or refuses to comply with the undertaking, the County of DU PAGE, or the Department of Housing and Urban Development may take any or all of the following actions: cancel, terminate or suspend in whole or in part this grant, refrain from extending any further assistance to SUBGRANTEE until satisfactory assurance of future compliance has been received; and refer the case to the Department of Housing and Urban Development for appropriate legal proceedings.

SUBGRANTEE: Village of Downers Grove

BY:

Executive Director

DATE: _____

ATTEST: _____

Reviewed by Legal on <u>3-6-08</u> Ann Maria L. Perez
