

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
10/4/2016

SUBJECT:	SUBMITTED BY:
Resolution Authorizing Execution of a Community Development Block Grant - Disaster Recovery Assistance Agreement	Nan Newlon Director of Public Works

SYNOPSIS

A resolution has been prepared to authorize execution of a Community Development Block Grant- Disaster Recover Assistance (CDBG-DR) Agreement between DuPage County and the Village of Downers Grove for federal funding in an amount up to \$292,500 to support the purchase of two (2) flood prone properties, 5631 Webster Street and an adjacent vacant lot.

STRATEGIC PLAN ALIGNMENT

The goals for 2015-2017 include *Steward of Financial, Environmental and Neighborhood Sustainability and Exceptional Municipal Services*.

FISCAL IMPACT

The FY16 budget includes \$390,000 in the Stormwater Fund for this acquisition. The acquisition of property is estimated to be approximately \$390,000, of which the Village is required to provide 25% of total project costs or \$97,500, as the local match component.

RECOMMENDATION

Approval on the October 4, 2016 consent agenda.

BACKGROUND

In April 2013, the Village experienced severe flooding like much of northern Illinois. A Presidential declaration of a major disaster for the State of Illinois was issued on May 10, 2013, allowing eligible jurisdictions to submit applications to participate in the HMGP. Downers Grove submitted 16 potential properties for acquisition, and a total of four were ultimately approved. Of the four that were approved, only three have been purchased due to legal issues with the fourth.

DuPage County is now receiving funds under Public Law 113-2 as a result of the federal disaster declaration. The County is administering said funds through the CDBG-DR grant program. A CDBG-DR grant will allow us to acquire the single family home at 5631 Webster, and the adjacent vacant lot, which are under one ownership. St. Joseph's Creek flows through the vacant lot, and both lots are in the floodway/floodplain. These properties were included in our original HMGP grant submittal in 2014, but were ultimately not pursued due to exceeding maximum purchase costs by FEMA. If purchased, these two parcels, which are adjacent to other Village owned parcels, will be incorporated into the next phase of Streambank stabilization on St. Joseph Creek – South Branch (DR-022). This will greatly improve the

Village's ability to make meaningful improvements to the creek through this area, improving flood overflow routing and compensatory storage along this stretch of the creek, thereby alleviating downstream flooding of homes and property.

ATTACHMENTS

Resolution

DuPage County Assistance Agreement

Exhibit

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING EXECUTION OF A
COMMUNITY DEVELOPMENT BLOCK GRANT –
DISASTER RECOVERY (CDBG-DR) AGREEMENT
BETWEEN THE COUNTY OF DUPAGE
AND THE VILLAGE OF DOWNERS GROVE**

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 a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and the County of DuPage (the "County"), for a community development disaster recovery block grant, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Mayor and Village Clerk are hereby respectively 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.

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

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____

Village Clerk

COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY (CDBG-DR)
 AGREEMENT BETWEEN THE COUNTY OF DUPAGE
 AND THE VILLAGE OF DOWNERS GROVE
 \$292,500.00
 PROJECT NUMBER CDBG-DR-13

This AGREEMENT is entered into as of the _____ 2016, by and between the COUNTY OF DU PAGE, a body politic and corporate of the State of Illinois (hereinafter called "COUNTY") with offices at 421 N. County Farm Road, Wheaton, IL 60187 and the VILLAGE OF DOWNERS GROVE, an Illinois Municipal Corporation, (hereinafter called "SUBGRANTEE") having a principal place of business at 801 Burlington Ave., Downers Grove, IL 60515.

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, paragraph 5/5-1005), and to enter into agreements for the purposes of receiving funds from the United States government under the “Disaster Relief Appropriations Act, 2013”, “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, The COUNTY was awarded \$31,526,000 in Community Development Block Grant – Disaster Recovery (CDBG-DR) funds in accordance with the Disaster Relief Appropriations Act, 2013 (Public Law) 113-2, such funds being made available through the U.S. Department of Housing and Urban Development (HUD) to assist disaster recovery efforts in response to a declared major flooding disaster occurring in DuPage County in April, 2013; and

WHEREAS, these funds are governed by the Housing and Community Development Act of 1974, as amended (P.L. 93-383) (hereinafter called “ACT”) and additional waivers and provisions promulgated by HUD through notices in the Federal Register from time to time (hereinafter the “NOTICES”); and

WHEREAS, COUNTY, by and through its Community Development Commission ("CDC") has considered and approved an activity entitled “Municipal Activity Project – Residential Buyouts” and hereby agrees that SUBGRANTEE will participate in this activity and agrees to distribute to SUBGRANTEE a portion of the total CDBG-DR funds allotted to the COUNTY, with the portion distributed to SUBGRANTEE being in an amount and upon the conditions provided herein (“CDBG-DR FUNDS”); and

WHEREAS, the County Board approved this activity on April 12, 2016 as part of the Amendment Number 3 to the Action Plan for CDBG Disaster recovery Funds under Resolution #HHS-R-0117-16; 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 statutes; and

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 shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

II. SCOPE OF THE PROJECT

- A. SUBGRANTEE hereby agrees to participate in the “Municipal Activity Project – Residential Buyouts” activity (hereinafter called "PROJECT"), whereby SUBGRANTEE will buy-out up to two (2) flood prone properties in the Village of Downers Grove that were affected by the April, 2013 DuPage County flood event. SUBGRANTEE will use Village Funds to pay for 25% of the required match and CDBG-DR FUNDS for the remaining 75%.
- B. The purpose of the activity funded pursuant to this AGREEMENT is to buy-out/acquire structures affected by the April, 2013 DuPage County flood event. These structures will then be demolished and deed restricted in accordance with FEMA and IEMA requirements. Eligible costs to be reimbursed to SUBGRANTEE are 75% of costs of property acquisition, customary closing costs, title, survey, Phase I environmental study, demolition, asbestos testing and removal, lead testing, and such other additional costs as are determined to be eligible by COUNTY.
- C. SUBGRANTEE will purchase properties within the parameters of the *Community Development Block Grant – Disaster Recovery Property Acquisition & Buy-Out Policies and Procedures*, a copy of which is attached as Exhibit A to this Agreement and incorporated herein by reference.
- D. SUBGRANTEE hereby certifies that:
 - 1. The PROJECT is necessary because of impact from the DuPage County flood event of April, 2013;
 - 2. No additional funding has been received through insurance, National Flood Insurance Program (NIFP), other FEMA programs, Small Business

Administration (SBA), other State or local funding, or other Red Cross, Salvation Army, non-profit, private sector or charitable funding that could be used in place of the CDBG-DR funds to complete the PROJECT;

3. SUBGRANTEE has in place proficient financial controls and procurement processes to complete PROJECT in a manner that complies with the terms of this AGREEMENT, the ACT and the NOTICES.
 4. The SUBGRANTEE shall comply with administrative and procurement requirements as applied to the CDBG-DR program in accordance with the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at CFR Part 200 currently in effect and as amended from time to time ("Super Circular").
 5. The SUBGRANTEE and any contractors/subcontractors directly under contract with the SUBGRANTEE that will be paid with CDBG-DR FUNDS shall register and maintain an active registration in the Federal System for Award Management (SAM). The registration for each entity must also indicate that the entity is not excluded from participating in Federal projects.
 6. Any corporation or partnership paid for services under this AGREEMENT must be in good standing with the State of Illinois.
 7. The SUBGRANTEE shall complete Conflict of Interest Forms and notify the CDC immediately if a Conflict of Interest has been identified. The SUBGRANTEE shall also require any contractor/ subcontractor directly under contract to SUBGRANTEE that will be paid with CDBG-DR FUNDS to complete Conflict of Interest Forms to be returned to the CDC.
 8. SUBGRANTEE shall return to the COUNTY any program income, as defined in 24 CFR Part 570.500(a), which is generated as a result of this PROJECT. Written request for an exception to this provision 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. It is not anticipated that the PROJECT will generate program income.
- E. CONSTRUCTION REQUIREMENTS: No construction activities are anticipated for reimbursement under this AGREEMENT. SUBGRANTEE shall follow a competitive process that meets Federal requirements for awarding demolition contracts and shall pay the appropriate prevailing wage under those contracts.

III. AMOUNT AND TERMS OF GRANT

- A. The COUNTY shall reimburse eligible PROJECT costs to SUBGRANTEE, up to TWO HUNDRED NINETY TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$292,500.00) in CDBG-DR FUNDS to be paid in the manner set forth herein in Section VII and in accordance with Exhibit "B", attached hereto and made a part hereof, pending availability and receipt of funds from HUD.
- B. This PROJECT shall be identified as Project Number CDBG-DR-13 – Municipal Buyout Activity.
- C. For this PROJECT, the SUBGRANTEE will pay all costs initially and the COUNTY shall reimburse the SUBGRANTEE for 75% of all eligible costs in each payment request, and evidence of said funds shall be made conspicuous within the written request and accompanying documents.

IV. SUBGRANTEE'S COMPLIANCE WITH THE ACT AND NOTICES

- A. COUNTY shall assist SUBGRANTEE in complying with the ACT, the rules and regulations promulgated for implementation of the ACT, and the NOTICES.
- B. SUBGRANTEE agrees to abide by the ACT, and all HUD rules and regulations promulgated to implement the ACT, as identified in Exhibit "B", and by the NOTICES.
- C. COUNTY, as a condition to this grant of funds, requires the SUBGRANTEE, when applicable, to complete certifications showing equal employment opportunity compliance including equal employment opportunity certification with reference to the PROJECT, as set forth in Exhibit "C" attached hereto and made a part hereof.
- D. Notwithstanding any provision of this AGREEMENT , the parties hereto agree and acknowledge that this AGREEMENT does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review under 24 CFR Part 58.
- E. 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, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship.
- F. 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 the provisions set forth in Paragraph E above. SUBGRANTEE agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of the non-discriminatory clause set forth in Paragraph E above.
- G. 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.
- H. SUBGRANTEE agrees that to the best of its knowledge, neither the PROJECT nor the funds provided therefore, nor 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.
- I. SUBGRANTEE shall maintain records to show actual time devoted (if applicable) and costs incurred in relation to the PROJECT and shall prepare and submit progress reports (in accordance with Paragraph VIII. B.) which describe the work already performed and anticipated during the remaining time of the PROJECT. Upon fifteen (15) days prior written 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. If requested by the CDC the SUBGRANTEE shall prepare monthly progress reports.
- J. SUBGRANTEE shall adopt the audit requirements of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 currently in effect and as amended from time to time ("Super Circular"). 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.
- K. COUNTY shall provide, upon request, copies of all laws, regulations and orders cited in this AGREEMENT.
- L. 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 performance under 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.
- M. If applicable, SUBGRANTEE shall transfer to the COUNTY any remaining CDBG-DR FUNDS and submit all billings attributable to this PROJECT at the time this

AGREEMENT expires.

- N. SUBGRANTEE will ensure that any real property under the SUBGRANTEE'S control that was acquired and/or improved in whole or in part with CDBG-DR FUNDS be deed restricted to meet a CDBG national objective in perpetuity. Should any real property acquired and/or improved in whole or in part with CDBG-DR FUNDS not continue to meet a CDBG national objective, 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-CDBG-DR 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 to such engineers, architects, independent land use consultants, professional land planners, construction contractors or other entities as SUBGRANTEE shall deem appropriate or necessary and upon such terms as may be acceptable to SUBGRANTEE.
- B. Administration of any subcontracts by the SUBGRANTEE shall be in conformance with 24 CFR part 570.200(d)(2) and the Super Circular.

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 CDBG-DR FUNDS for the PROJECT.
- B. 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-DR FUNDS by HUD for the PROJECT, the COUNTY shall make disbursements to the SUBGRANTEE as reimbursement for costs incurred by SUBGRANTEE for the PROJECT. All claims of SUBGRANTEE shall comply with the following requirements:
1. SUBGRANTEE shall submit a request for disbursement of GRANT FUNDS, on a form provided by the COUNTY (hereinafter referred to as "Request for Payment").
 2. The CDBG-DR FUNDS will be used to pay for 75% of the costs of the PROJECT and the SUBGRANTEE may request disbursement of CDBG-DR FUNDS on each individual transaction within the PROJECT, or once the entire PROJECT is completed.

3. Requests for Payment shall be submitted on a timely basis. Each Request for Payment sent to the COUNTY shall be accompanied by appropriate documentation, e.g. a closing statement or a payment estimate form signed by the SUBGRANTEE's authorized representative, showing the work completed. Where the PROJECT includes funding sources in addition to the CDBG-DR FUNDS herein, a written accounting of all funding sources applied to the PROJECT shall accompany the Request for Payment.
 4. Any Request for Payment pertaining to acquisition of real property shall be accompanied by a copy of an executed contract for the purchase of real property and supporting documentation, if any, requested by the CDC.
 5. SUBGRANTEE shall adhere to the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 currently in effect and as amended from time to time ("Super Circular").
- B. The COUNTY shall process an acceptable Request for Payment of CDBG-DR FUNDS in accordance with this AGREEMENT, applicable HUD requirements and COUNTY fiscal policies.

VIII. ADMINISTRATION AND REPORTING REQUIREMENTS

- A. SUBGRANTEE shall adhere to the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, codified at 2 CFR Part 200 currently in effect and as amended from time to time ("Super Circular").
- 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 fifth (5th) day of the end of the quarter following the activity being reported. COUNTY may request additional progress reports, if needed. COUNTY may also request specific information in order to complete reporting in HUD's Disaster Recovery Grant Reporting (DRGR) system, as requirements change from time to time. Other reporting requirements are specified in Exhibit B.

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 CDBG-DR FUNDS to SUBGRANTEE for SUBGRANTEE's substantial breach of this AGREEMENT, abandonment of the PROJECT or occurrence rendering impossible the performance by SUBGRANTEE of this AGREEMENT. As used in this paragraph A, "substantial breach" is any breach of the terms of this AGREEMENT that would not otherwise result in a suspension of payments as provided under paragraph B of this Section IX.

- B. During the implementation of the PROJECT, the COUNTY may suspend payments of CDBG-DR FUNDS due to use of said FUNDS in a manner unrelated to SUBGRANTEE's performing the PROJECT, failure by SUBGRANTEE in submitting supporting information or documentation for a payment request; 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 paragraphs A and B of this Section IX, it shall notify the SUBGRANTEE, in writing, of such action, specifying the particular deficiency, at least fifteen (15) 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 CDBG-DR 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. If applicable, SUBGRANTEE shall transfer to the COUNTY any CDBG-DR FUNDS in its possession or control and submit all billings attributable to this PROJECT at the time this AGREEMENT terminates or is suspended.

X. REMEDIES

- A. 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 this paragraph A of this Section X, then the COUNTY or SUBGRANTEE shall immediately notify the other party, in writing, providing the full details of the alleged violation. The party owing the remedy for the alleged breach (the "alleged breaching party") shall have the right to contest the claim, in its own name or in the name of the other party, through all levels of any administrative proceedings or in any court of competent jurisdiction without any cost to the non-breaching party. Upon any final adjudication, or upon any settlement agreed to between the alleged breaching party and the Federal agency, the alleged breaching party shall promptly pay any funds found due and owing from its own corporate funds.
- B. As long as the non-breaching party is not in jeopardy of losing any other Federal funding, of any kind or description, as a result of the actions of the alleged breaching party, the alleged breaching party shall have the complete right to settle or compromise any claim and to pay any judgment to the Federal government, so long as the non-breaching party is indemnified.
- C. If either party has lost or been prevented from receiving any Federal funds, other than the CDBG-DR FUNDS, as a result of any alleged violation subject to the remedy provisions hereof, the alleged breaching party shall repay, upon demand by the non-

breaching party, such amount of CDBG-DR FUNDS allegedly due, as a result of the alleged breach, and the alleged breaching party may then pursue any remedy it may have in an appropriate forum in its own name or in the name of the other party, whichever is applicable.

XI. TIMELINESS

- A. Time is of the essence. SUBGRANTEE, subject to delays in PROJECT implementation and completion resulting from the actions or inactions of any federal or state agency, will be responsible for meeting the schedule deadlines listed below. Any target which the SUBGRANTEE does not achieve within two (2) months of the date listed will require the SUBGRANTEE to submit a revised implementation schedule for approval by CDC Staff. Failure to achieve these deadlines may result in the loss or reduction of CDBG-DR FUNDS.

<u>Progress Schedule</u>	<u>Date</u>
1. 50% of property buy-outs completed and claims submitted for 50% of funds	August 1, 2017
2. 100% of property buy-outs completed and claims submitted for 100% of funds	August 1, 2018

These dates will be extended an equal amount of time to account for any delays in PROJECT implementation or completion resulting from the actions or inactions of any federal or state agency.

- B. Subject to the provisions of paragraph A of this Section XI, SUBGRANTEE shall complete the PROJECT by August 1, 2018. However, in the event of any alterations or additions or of circumstances beyond the control of SUBGRANTEE, which in the opinion of the DuPage County Director of Community Services (“Director”) will require additional time for completion of the PROJECT, then in that case, the time of completion shall be extended by said Director by a period of time not to exceed six (6) months.
- C. Subject to the provisions of paragraph A of this Section XI, after a period of twelve (12) months from the date of this AGREEMENT, the Director shall review the progress of the PROJECT. At the time of this review, if the SUBGRANTEE has not demonstrated significant progress toward completion and delays are determined to be within the control of the SUBGRANTEE, the Director shall recommend to the COUNTY that this AGREEMENT be terminated, and all further payments suspended, and the COUNTY shall act upon said recommendation and notify the SUBGRANTEE of its action.
- D. Subject to the provisions of paragraph A of this Section XI, if SUBGRANTEE is delayed in the completion of the PROJECT by any cause legitimately beyond its control, such that it cannot complete the PROJECT within eighteen (18) months of

the date of this AGREEMENT, it shall immediately give written notice to the CDC Executive Committee, County Development Committee, and to the COUNTY of the anticipated delay, the reasons therefore and request an extension of time for completion of the PROJECT. The CDC Executive Committee shall immediately consider the request and recommend such an extension of time as is found by it, in the reasonable exercise of its discretion, to be required for completion of the PROJECT due to the particular circumstances. The COUNTY shall notify the SUBGRANTEE if the time extension will be granted or denied, and whether it intends to exercise the remedies available herein, including but not limited to suspension of further payments. A revised implementation schedule shall be submitted by SUBGRANTEE if an extension is granted by the COUNTY.

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 HUD, 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 CDBG-DR FUNDS or claims due or to become due hereunder, without the written approval of the COUNTY having first been obtained.
- 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.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates recited below.

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

BY:

Daniel J. Cronin,
Chairman DuPage County Board

DATE:

ATTEST:

Paul Hinds,
County Clerk

SUBGRANTEE: VILLAGE OF DOWNERS GROVE, an Illinois
Municipal Corporation

ADDRESS: 801 Burlington Ave.
Downers Grove IL, 60515

BY:

Name: Martin T. Tully
Title: Mayor

DATE:

ATTEST:

Signature

April Holden
Printed Name

Village Clerk
Title

EXHIBIT A
**Community Development Block Grant – Disaster Recovery
(CDBG-DR)**

**Property Acquisition & Buy-Out Policies and Procedures
Adopted October 6, 2015
Amended December 1, 2015**

1. **Authority to undertake property acquisition and buy-outs.** DuPage County has filed the following Action Plan and Amendments with the U.S. Department of Housing and Urban Development (HUD) that authorize this activity. Please note that under CDBG-DR requirements stated in Federal Register Docket No. FR-5696-N-01 dated March 5, 2013, the term “buyouts” refers to acquisition of properties located in a floodway or floodplain. Properties not located in a floodway or floodplain may also be acquired. Homeowners must complete an Application requesting property buy-out or acquisition.

Action Plan filed March 4, 2014	<p>Voluntary acquisition or buy-out of houses that meet following criteria:</p> <ul style="list-style-type: none"> • Impacted by April, 2013 event • Owner occupied by low-moderate income household • Not protected by capital improvement project in approved watershed plan OR subject to flooding depth of one foot above the low-entry elevation for April, 2013 event OR subject to a flooding depth of one-half foot for any two historic flood event (one must be April, 2013 event) OR FEMA repetitive loss structure <p>Municipalities may also apply for up to 50% of costs for buy-out/acquisition projects with low-mod benefit (\$250,000 funding request cap)</p>
Amendment 1 filed September 11, 2014	<p>Voluntary acquisition or buy-out of single family dwellings (as defined by HUD) that meet following criteria:</p> <ul style="list-style-type: none"> • Impacted by April, 2013 event • Owner occupied • Not protected by capital improvement project in approved watershed plan OR subject to flooding depth of one foot above the low-entry elevation for April, 2013 event OR subject to a flooding depth of one-half foot for any two historic flood event (one must be April, 2013 event) OR FEMA repetitive loss structure <p>Municipalities may also apply for up to 75% of costs for buy-out/acquisition projects with low-mod or urgent need benefit (\$400,000 funding request cap)</p>
Amendment 2 filed April 28, 2015	<p>Activity amended to include potential acquisition of one commercial property.</p> <p>Municipalities may also apply for up to 75% of costs for buy-out/acquisition projects with low-mod or urgent ned benefit (\$500,000 funding request cap)</p>

2. **Ownership.** All persons on title of a property must voluntarily agree to sell the property. The property must be, and have been at the time of the flood event, the primary residence of the homeowner seeking assistance, unless the home is uninhabitable due to the flood event. The home may have been vacated for periods of rehabilitation, when necessary, and may be vacated by the homeowner prior to the closing of the buy-out or acquisition in anticipation of closing; however, no rental properties or second homes are eligible. Homeowner must present documentation satisfactory to DuPage County to demonstrate their occupancy of the property. Property held in trust for the benefit of natural persons can be eligible as long as at least one of the occupants at the time of the flood event was a current beneficiary of the trust. Contiguous vacant parcels owned by the homeowner may be included in the buy-out or acquisition. Properties in foreclosure will not be considered for this program. To be eligible for assistance, owners must also be a United States citizen or have eligible immigration status, must sign a Citizenship Declaration form, and must present one of the following forms of verification (or a document as listed on the Citizenship Declaration form):

- Valid U.S. Passport
- Valid Birth Certificate
- Certificate of Naturalization

The Citizen Declaration form and review of documentation may be completed by DuPage County staff, by consultant under contract with DuPage County, or by municipal staff. However, original Citizen Declaration form and copies of documentation must be presented to DuPage County staff for final approval.

3. **Appraisal Process/Property Values/Allowed Uses.** “Buy-out” properties will be purchased at the pre-flood value MINUS duplicative benefits already received as described in Paragraph 6 *Duplication of Benefits*. The purpose of “buy-out” will be to restore and preserve the natural and beneficial functions and values of floodplains and wetlands, and the properties: will be cleared of all existing structures and related improvements; will be dedicated for permanent use for flood control, wetland protection, park land, or open space; and a permanent covenant restriction will be placed on the property’s continued use to preserve the floodplain or wetland from future development. No new structures may be erected on buy-out properties other than: (a) a public facility that is open on all sides and functionally related to a designated open space; (b) a rest room; (c) a flood control structure; or (d) a structure that the local floodplain manager approves in writing before the commencement of the construction of the structure. After receipt of the assistance for the property, no subsequent application for additional disaster assistance for any purpose may be made by the recipient to any Federal entity in perpetuity.

Properties not located in a floodway or floodplain will be purchased based on post-flood fair market value MINUS applicable benefits already received as described in Paragraph 6 *Duplication of Benefits*. Acquired properties may be redeveloped.

Value for DuPage County acquisitions or property to be bought out or acquired solely with CDBG-DR funds will be determined by appraisal made by an appraiser qualified under the DuPage County Request for Qualification Process. Appraisals obtained by DuPage County will be reviewed by the DuPage County Supervisor of Assessments Office. Appraisals obtained by a municipality under a Hazard Mitigation Grant Program (HMGP) for the purpose of using CDBG-DR funds for the required match may be reviewed under whatever process is acceptable to the agency funding the HMGP. Since this is a voluntary acquisition program, homeowners may “counter offer” an offer made by DuPage County or a municipality if the counter offer is based on an appraisal by an appraiser meeting the same qualifications required under the DuPage County RFQ for appraisers and utilizing the same scope of work as the DuPage County appraisal. Appraisals obtained by homeowners will also be subject to review by the DuPage County Supervisor of Assessments Office. DuPage County, however, will not buy-out or acquire any property for more than a ten percent variance over an appraisal obtained by DuPage County. DuPage County acknowledges that appraising these properties can present a challenging appraisal problem and reserves the right to obtain a second appraisal on behalf of DuPage County if, in its sole discretion, there appears to be a significant variance between the initial appraisal obtained by DuPage County and an appraisal obtained by a homeowner. If DuPage County and the homeowner seeking assistance cannot come to a mutually agreed upon price within the parameters of these policies and procedures, DuPage County will not purchase the property. Because of the voluntary nature of these buy-outs and acquisitions, property owners are not eligible for assistance under the Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act. DuPage County will not pay any additional Replacement Housing Assistance.

4. **National Objectives.** Both buy-out and acquisition properties will meet one of the following CDBG national objectives:
 - L/M Income Housing (direct benefit) if the household to be assisted is low to moderate income.
 - L/M Area Benefit if area qualifies and there is a continuing use that complies with all HUD regulations.
 - Urgent Need (direct benefit) – if the activity addresses the serious threat to community welfare following the disaster and the household assisted is above 80% AMI.

For direct benefit buy-out and acquisition, as part of the application process, applicants are asked to provide documentation of household income. Although collection of documents may be handled by contracted parties, DuPage County staff is responsible to review the collected documentation and make the determination as to whether the applicant meets the Low-Moderate Income national objective or the Urgent Need national objective. The national objective is the same for all activities associated with the applicant’s parcel.

5. **Income Documentation Process.** DuPage County will use the IRS 1040 method of determining household income to document low-moderate income direct benefit buy-outs or acquisitions. The most recent, signed federal income tax returns for each household member and person on title must be provided, as well as applicable forms (e.g. W2s) that support the income reported on the return. In addition, the following documents (as applicable) must be presented for every household member that is 18 years or older:

- Minimum of two consecutive months of check stubs issued by employer
- Pension statements showing current monthly or yearly gross amounts
- Social Security statement or IRS Form 1099
- Unemployment statement
- Certification of Zero Income form
- Completed Household Income Financial Statement and Signed Certification

Documentation may be obtained by DuPage County staff, by consultant under contract with DuPage County, or by municipal staff. However, the original Household Income Worksheet and Signed Certification and copies of documentation must be presented to DuPage County staff for final approval.

Income documentation, or recertification of the documentation, must be no more than three (3) months old at the time the Contract for the sale/purchase to the property is executed.

6. **Duplication of Benefits.** Policy: A Duplication of Benefits review will be completed for each homeowner seeking buy-out or acquisition under CDBG-DR. Procedure: The first step in determining whether a potential duplication of benefits exists is to gather information from the homeowner seeking assistance. This will be done using the “DuPage County CDBG-DR Duplication of Benefits Information Form”. This information gathering may be done by DuPage County staff, by consultant under contract with DuPage County, or by municipal staff. Please note that this form must be signed by the homeowner(s). The second step is the actual Duplication of Benefits review, which is completed by analyzing the information received and determining what benefits are duplicative. The results of that analysis will be noted on the “Reviewer Analysis” form and then dollar amounts stated on the “DuPage County CDBG-DR – Duplication of Benefits Review Spreadsheet.” Because this is an acquisition/buy-out program, the Applicant’s Total Need will be the amount determined through the appraisal process described in Paragraph 2 above to be the offer to be made to buy-out or acquire the property (and then adjusted to be the actual contract price of the property, if different than the initial offer). Benefits are not considered to be duplicative if they fall into one of the following categories

- Funds received for a different purpose and used for the allowed purposes
- Funds received for the same purpose, but different eligible use
- Funds that were not available to the applicant
- Private loans
- Other personal assets or lines of credit available to the homeowner

The analysis form and spreadsheet may be completed by DuPage County staff, by consultant under contract with DuPage County, or by municipal staff. However, upon completion, all duplication of benefit information must be transmitted to DuPage County for final approval. Since the duplication of benefits calculation is included in the Voluntary Acquisition letter, DuPage County approval must be obtained prior to presentation of this letter to any homeowner.

With regard to loans from the Small Business Administration (SBA), if a property owner has declined an SBA loan, the property owner will be asked to state the reasons for such declination. If the property owner declined the loan because of concerns about the cost burdens of repayment, DuPage County will accept such statement as a legitimate reason for declining the loan. Since the purpose of this program is to buy-out/acquire and demolish flood prone properties, not to rehabilitate them, no positive impact to this program would have been realized by any property owner's acceptance of such loan to repair a property.

Prior to receiving assistance, each homeowner will be required to sign an agreement requiring that any amount of additional disaster assistance received subsequent to CDBG-DR and in excess of need will be returned to DuPage County. DuPage County will maintain a database of assisted homeowners and will annually require a statement and certification regarding any additional disaster assistance received for a period of three years following CDBG-DR assistance.

7. Environmental Review Requirements. DuPage County considers entering into a contract to acquire or buy-out a specific address to be a "commitment of funds." Therefore, no contract may be entered until an appropriate level of environmental review has been completed.

- In accordance with the Federal Register Notices, DuPage County may use the environmental review performed by another Federal Agency. HUD has issued a guidance memorandum dated March 4, 2013 for such adoption of reviews. DuPage County will request Release of Funds from HUD under adopted reviews.
- For properties that have not had an Environmental Review by another Federal Agency, DuPage County will complete the Environmental Review. Specific properties may be grouped for purposes of publication and Request for Release of Funds as the reviews are completed.
- The 8 step flood plain process is not required for properties that meet the requirements of 24 CFR 55.12(c)(3): the property is cleared of all existing structures and related improvements; the property is dedicated for permanent use for flood control, wetland protection, park land, or open space; and a permanent covenant or comparable restriction is placed on the property's continued use to preserve the floodplain or wetland from future development.

Portions of any environmental review may be completed by DuPage County staff, by consultant under contract with DuPage County, or by municipal staff. However, upon completion, the entire Environmental Review Record, with documentation, must be presented to DuPage County staff for final approval.

Because this is a voluntary acquisition program, homeowners need to be made aware of the price that DuPage County would be willing to pay for the property in order to determine if they are interested. The Uniform Relocation Act requires that an appraisal must take place to determine a price and that price is then presented to the homeowner in a Notice to Owner/“Voluntary Acquisition” document. DuPage County cannot publish the address of properties eligible for buy-out during the environmental assessment process unless the homeowner has actually expressed an interest in the acquisition or buy-out and is aware that publication of their address will occur. Therefore, appraisals may occur prior to any environmental review process as an exempt “study” activity under 58.34(a)(1). Appraisal of a home and presentation to a homeowner of the Notice to Owner/Voluntary Acquisition document does not constitute a commitment of funds to that address.

8. **Conflict of Interest.** Each homeowner participating in the program must sign a Conflict of Interest Disclosure form. Any potential conflict of interest must be cleared before a purchase can proceed.

9. **Contract Provisions.** When an environmental review has been completed, a Release of Funds obtained from HUD, and a contract price agreed to, DuPage County may enter into a Contract to purchase a property. The contract shall contain contingencies for satisfactory completion, review, and acceptance of: a Phase I environmental study; lead based paint assessment; asbestos testing; survey; and title commitment. DuPage County State’s Attorney’s Office will be responsible to determine if the contingencies have been satisfied. The contract shall state that sellers will not be allowed to scavenge fixtures or architectural items from the property. Any item that is not a permanent fixture or architectural item that is allowed to be removed (e.g. appliances, ceiling fans, light fixtures), shall be clearly stated in the contract. The contract shall provide that DuPage County will pay for all closing costs on behalf of seller.

10. **Closing.** A date for closing of title will be set in the Contract, with provisions for amendment should unforeseen circumstances arise. DuPage County will work with sellers to set a closing date that allows the seller to have adequate time to locate housing. If a closing date, however, is set for more than 90 days after the date of the Contract and the Seller is an income-eligible low to moderate income household, income documentation will need to be re-certified prior to entering into the Contract.

11. **Post Closing Activities.** Following the closing, DuPage County will secure the property, ensure that utilities are turned off, and bid out the demolition of the property to demolition contractors on its approved list. The RFQ to become an approved demolition contractor is open on an ongoing basis and is on the CDBG-DR website at <http://www.dupageco.org/cdbg-dr/> Buy-out properties will be deed restricted. Sellers will be placed on a monitoring log so that duplication of benefits received after closing can be determined for a period of three (3) years following the closing. The Subrogation Agreement entered into with each homeowner will require that homeowners keep DuPage County informed as to their current address or contact information.

12. **Appeals.** Should any homeowner be denied a buy-out or acquisition Contract, an appeal may be made to the Community Development Commission. The homeowner should provide a written letter or e-mail to the Commission at least ten days prior to a scheduled meeting which states the request and basis for the request. If the appeals request is not received by the Commission at least ten days prior to the meeting, the appeal will be delayed until the next meeting of the Commission. Notwithstanding the foregoing, the Commission only has the ability to grant appeals based on County policies. Any appeal for waiver of a Federal regulation or requirement cannot be granted by the Commission.

13. **“Not Suitable for Rehabilitation” Definition.** There are Federal requirements for replacing demolished dwelling units when the units are considered “lower-income dwelling units.” The one-for-one replacement requirements of Section 104(d) and 24 CFR 42.375 are waived by HUD for the CDBG-DR funds, provided the disaster-damaged units being demolished meet the DuPage County definition of “not suitable for rehabilitation.” DuPage County hereby defines “not suitable for rehabilitation” as being any dwelling unit damaged by the April, 2013 flood event which is not protected by a capital improvement project in an approved watershed plan OR is subject to flooding depth of one foot above the low-entry elevation for April, 2013 event OR subject to a flooding depth of one-half foot for any two historic flood event (one must be April, 2013 event) OR FEMA repetitive loss structure.

EXHIBIT B
ASSURANCES

The 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-DR FUNDS in accordance with the ACT and DuPage Community Development Commission policies. Also, the SUBGRANTEE certifies with respect to the grant that:

- A. It possesses legal authority to make a grant submission to the COUNTY and to execute a community development and housing program;
- B. 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 the SUBGRANTEE to execute the AGREEMENT, all understandings and assurances contained herein, and directing the authorization of the person identified as the official representative of the SUBGRANTEE to act in connection with the execution of the AGREEMENT and to provide such additional information as may be required.
- C. The grant will be conducted and administered in compliance with:
 1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352 42 U.S.C. Sec 2007d et seq.) and implementing regulations issued at 24 CFR Part I;
 2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-208), 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;
 3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant hereto;
 4. Section 3 of the Housing and Urban Development Act of 1968, as amended. All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):
 - a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
 - f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
5. Executive Order 11246-Equal Opportunity, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

6. Executive Order 11063-Equal Opportunity in Housing, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107;
 7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published in effect;
 8. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
 9. The relocation requirements of Title II and the acquisition requirements of Title III 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;
 10. The labor standards requirements as set forth in 24 CFR Part 570, Subpart K and HUD regulations issues to implement such requirements;
 11. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11738 relating to the prevention, control and abatement of water pollution;
 12. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
 13. The Fair Housing Act (42 U.S.C. 3601-20);
- D. Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR 570.608; and
- E. When a grant is in excess of ONE HUNDRED AND FIFTY THOUSAND and 00/100 DOLLARS (\$150,000) it will comply with all applicable standards, orders, or requirements issued under Section 308 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, 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. 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).
- F. 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, the SUBGRANTEE certifies that it lacks sufficient funds received under Section 106 of the ACT to comply with the requirements of subparagraph (1) above.

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the SUBGRANTEE's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The SUBGRANTEE's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. 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 (1.);
4. Notifying the employee in the statement required by paragraph (1.) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
5. Notifying the DuPage County Community Development Commission within ten (10) days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction;
6. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph ((4)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to continue to maintain a drug-free workplace through

implementation of paragraphs (1.), (2.), (3.), (4.), (5.) and (6.).

H. 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.

I. In regards to lobbying, the SUBGRANTEE certifies:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the 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.
2. 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.
3. The 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 agreement(s) and that all subrecipients shall certify and disclose accordingly.
4. 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 TEN THOUSAND AND 00/100ths DOLLARS (\$10,000) and not more than ONE HUNDRED THOUSAND AND 00/100ths DOLLARS (\$100,000) for each such failure.

EXHIBIT C

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
Community Development Block Grant Program – Disaster Recovery
County of DuPage

The undersigned understands and agrees that it is a SUBGRANTEE of the Community Development Block Grant – Disaster Recovery Program of the County of DuPage. 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 DuPage 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.

The SUBGRANTEE further agrees to the following:

- A. 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 – Disaster Recovery 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.
- B. 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 – Disaster Recovery construction.
- C. It will assist and cooperate actively with the County of DuPage, 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.
- D. It will furnish the County of DuPage, 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 DuPage and the Department of Housing and Urban Development in the discharge of primary responsibility for securing compliance.
- E. 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.

- F. It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the County of DuPage or the Department of Housing and Urban Development.

- G. In the event that SUBGRANTEE fails or refuses to comply with the undertaking, the County of DuPage, 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 the 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, an Illinois
Municipal Corporation

ADDRESS: 801 Burlington Ave.
Downers Grove IL, 60515

BY: _____
Name:
Title:

DATE: _____

ATTEST: _____
Signature

Printed Name

Title

 5631 Webster
 Village Owned Properties

