

VILLAGE OF LOMBARD  
REQUEST FOR BOARD OF TRUSTEES ACTION  
For Inclusion on Board Agenda

Resolution or Ordinance (Blue) \_\_\_\_\_  
Recommendations of Boards, Commissions & Committees (Green) \_\_\_\_\_  
Waiver of First Requested \_\_\_\_\_  
Other Business (Pink) \_\_\_\_\_

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: David A. Huliseberg, Village Manager *DH*

DATE: August 25, 2009 (B of T) Date: September 3, 2009

TITLE: Intergovernmental Agreement – Sidewalk Segment Project

SUBMITTED BY: Department of Community Development *WJ*

BACKGROUND/POLICY IMPLICATIONS:

The Department of Community Development transmits for your consideration a resolution authorizing the signature of the Village Manager on an Agreement with DuPage County regarding the installation of certain sidewalk segments using Community Development Block Grant (CDBG) funds for the following locations:

1. 1100 S. Block west side of Westmore-Meyers Road
2. 1100 S. Block east side of Westmore-Meyers Road
3. 1000 E. Block north side of Roosevelt Road

Staff recommends approval of this request.

Please place this item on the September 3, 2009 Board of Trustees agenda.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X

Finance Director X

Village Manager X

*David A. Huliseberg*

Date

8/25/09

Date

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.





**MEMORANDUM**

**TO:** David A. Hulseberg, Village Manager

**FROM:** William J. Heniff, AICP, Director of Community Development *WH*

**DATE:** September 3, 2009

**SUBJECT:** Agreement between DuPage County and the Village of Lombard for the Sidewalk Segment Project

Attached please find the draft intergovernmental agreement between the DuPage County Community Development Commission and the Village of Lombard. The agreement outlines responsibilities and regulations as it relates to the disbursement of Community Development Block Grant Funds for the Sidewalk Segment Project.

Please present this item to the Board of Trustees at their September 3, 2009 meeting.

WJH/mst



**A RESOLUTION AUTHORIZING SIGNATURE OF  
THE VILLAGE MANAGER ON AN AGREEMENT  
BETWEEN THE COUNTY OF DUPAGE AND  
THE VILLAGE OF LOMBARD**

**RESOLUTION \_\_\_\_\_ 10**

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Agreement between the County of DuPage and the Village of Lombard, as attached hereto and marked as Exhibit "A"; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to authorize this Agreement; and,

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS, as follows:

**SECTION 1:** That the Village Manager be and hereby is authorized to sign on behalf of the Village of Lombard said Agreement as attached hereto.

**SECTION 2:** That the Village Clerk be and hereby is authorized to attest said Agreement as attached hereto.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Ayes: \_\_\_\_\_

Naves: \_\_\_\_\_

Absent: \_\_\_\_\_

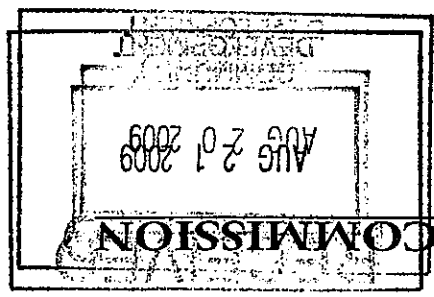
Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

William J. Mueller, Village President

ATTEST:

Brigitte O'Brien, Village Clerk





August 18, 2009

Mr. William Heniff, Director of Community Development

Village of Lombard  
255 E. Wilson Avenue  
Lombard, IL 60148

**Project:** Sidewalk Segment Project - Westmore-Meyers  
**Award Amount:** \$99,704 CDBG-R Funds  
**Project Number:** CR09-03

Dear Mr. Heniff:

Enclosed please find the revised CDBG-R AGREEMENT for the above-cited project incorporating most of the changes requested by your attorney. The change that was requested on page 13 to change "County Development Committee" to "CDC" was not made since this would be incorrect. The County Development Committee is a committee of the DuPage County Board and is a separate body from the DuPage Community Development Commission or the CDC Executive Committee. Please fully execute the Agreement and return the original to our office.

When returned, the original Agreement must include the following:

1. Authorized signatures on the Agreement and on Exhibit B;
2. An original or certified copy of the adopting Resolution from the Board of Trustees of the Village of Lombard (as required under point #2 of Exhibit A, page 16).

The County Clerk will mail a certified copy to you after execution by the County Board. Should you have any questions, please contact me at (630) 407-6604.

Sincerely,

Linda C. Park  
Community Development Specialist  
E-mail: Linda.park@dupageco.org  
Phone: (630) 407-6604







WHEREAS, the COUNTY Board approved the Substantial Amendment on May 26, 2009 by Resolution CDC-012-09; and

WHEREAS, COUNTY prepared and submitted to HUD a Substantial Amendment to its Consolidated Plan and 2008 Action Plan to fulfill requirements to receive additional CDBG funds to be known as CDBG-R funds under the Community Development Fund authorized to be carried out under the CDBG program by Title XII of Division A of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5) (hereinafter called "ARRA"; and

WHEREAS, CDBG Funds are allocated by the United States Department of Housing and Urban Development (hereinafter called "HUD") as provided by the Housing and Community Development Act of 1974, as amended (P.L. 93-383) (hereinafter called "ACT"); and

WHEREAS, COUNTY has participated in the Community Development Block Grant ("CDBG") program since 1975; and

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 5, 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, Section 5/5-1093); and

RECITALS

This Agreement (hereinafter called the "AGREEMENT") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the COUNTY OF DU PAGE, a body corporate and politic of the State of Illinois (hereinafter called "COUNTY") with offices at 421 N. County Farm Road, Room 1-700, Wheaton, IL 60187 and THE VILLAGE OF LOMBARD, a body corporate and politic of the State of Illinois (hereinafter called "SUBGRANTEE") having a principal place of business at 255 E. Wilson Avenue, Lombard, IL 60148. (The COUNTY and the SUBGRANTEE being sometimes referred to herein individually as a "Party" and collectively as the "Parties.")

AGREEMENT  
BETWEEN THE COUNTY OF DU PAGE AND  
THE VILLAGE OF LOMBARD

1. Installation of new sidewalk segments in the 1100 S.

B. The purpose of the activities funded pursuant to this AGREEMENT is for installation of new sidewalk. The scope of the activities for the project include:

A. SUBGRANTEE hereby agrees to perform, in a timely fashion, the following activity, as previously defined in the application and project description, dated April 30, 2009, and submitted by the SUBGRANTEE, entitled "Sidewalk Segment Project - Westmore-Meyers" (hereinafter called "PROJECT") in Lombard, Illinois.

II. SCOPE OF THE PROJECT

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.

A. All recitals set forth above are incorporated herein and made part hereof, the same constituting the factual basis for this AGREEMENT.

I. INCORPORATION AND CONSTRUCTION

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:

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;

WHEREAS, COUNTY, by and through its Community Development Commission ("CDC") has considered and approved the application of the SUBGRANTEE and hereby agrees to distribute to SUBGRANTEE a portion of the total CDBG-R funds allotted to the COUNTY, with the portion distributed to SUBGRANTEE being in an amount and upon the conditions provided herein ("CDBG-R FUNDS"); and

WHEREAS, SUBGRANTEE has heretofore agreed with the COUNTY to participate with the COUNTY in an application for CDBG funds so that the population of SUBGRANTEE is included in the total population utilized for grant calculation purposes by the COUNTY; and

1. After the start of construction, the SUBGRANTEE shall provide the CDC staff with weekly reports from the contractor and/or subcontractor(s) relative to the work

D. The SUBGRANTEE shall comply with the Federal Labor Standards and Prevailing Wage Rates as applied to the CDBG Program in accordance with Title 29 of the Code of Federal Regulations, Part 5:

7. The Bid Specifications shall require that all iron, steel, and manufactured goods used in this PROJECT must be produced in the United States in compliance with Federal requirements.

6. The contract award will be made, in writing, to the lowest responsive and responsible bidder meeting specifications. Any or all bids may be rejected, if there are sound documented reasons.

5. The SUBGRANTEE shall provide the CDC office with the results from the bid opening in the form of a bid tabulation sheet and any properly made recalculation of the bid pricing.

4. All bids will be publicly opened at the time and place prescribed in the invitation for bids.

3. The SUBGRANTEE shall include in the invitation for bids, the statement "Minorities and women contractors are encouraged to submit bids."

2. The SUBGRANTEE shall submit the Bid Specifications and plans to the CDC office for staff's review prior to soliciting bids.

1. The Bid Specifications shall include all specifications and pertinent attachments and shall define the items or services in order for the bidder to properly respond.

C. The SUBGRANTEE shall comply with administrative and procurement requirements as applied to the CDBG program in accordance with 24 CFR 85, including issuance of an Invitation to Bid, and further promises:  
E. Block west side of Westmore-Meyers Road, the 1100 S. Block east side of Westmore-Meyers Road, and the 1000 Block north side of Roosevelt Road.

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 NINETY-NINE THOUSAND SEVEN HUNDRED FOUR AND 00/100 DOLLARS (\$99,704.00) (hereinafter called the "GRANT FUNDS"), to be paid in the manner set forth herein in Section VII and in Exhibit "A".

III. AMOUNT AND TERMS OF GRANT

F. 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.

E. The SUBGRANTEE shall provide a progress report to the CDC office each month, reporting on the status of the PROJECT in relation to the PROJECT target dates. The progress reports shall begin upon the signing of this AGREEMENT and shall continue until the PROJECT is closed out.

3. SUBGRANTEE shall erect a sign in a prominent place at the PROJECT site crediting the CDC and HUD for funding of the PROJECT by including the following statement:  
 "Funding for this project has been provided, in part, by the Dudge Community Development Commission from the U.S. Department of Housing and Urban Development's Community Development Block Grant Program."

2. Originals of all documents required for compliance with the Federal Labor Standards shall be supplied to the CDC office.

performed by them at the PROJECT site. The SUBGRANTEE shall conduct employee interviews of the contractor and/or subcontractor(s) at the PROJECT site, as required by the CDC.

- B. This PROJECT shall be identified as CDC Agreement No. **CR09-03** and CDC Account No. \_\_\_\_\_. These identifying numbers shall be used by SUBGRANTEE on all payment requests.
- C. SUBGRANTEE shall collect data, in a format prescribed by the CDC, to evidence the number of jobs preserved and new jobs created by the PROJECT.
- D. The COUNTY may reimburse other costs associated with the PROJECT that are consistent with the scope and intent of the PROJECT, and are pre-approved by CDC staff.

IV. SUBGRANTEE'S COMPLIANCE WITH THE ACT

- A. COUNTY shall assist SUBGRANTEE in making application for GRANT FUNDS and in complying with the ACT, ARRA, and the rules and regulations promulgated for implementation of the ACT.

- B. SUBGRANTEE agrees to abide by the ACT, ARRA, and all HUD rules and regulations promulgated to implement the ACT, as identified in Exhibit "A" attached hereto and made a part hereof.

- C. COUNTY, as a condition to the SUBGRANTEE'S receipt of GRANT FUNDS, requires the SUBGRANTEE, when applicable, (1) to assist in the completion of an environmental review as needed for the PROJECT and (2) complete 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, recruitment or

I. SUBGRANTEE shall adopt the audit requirements of the Office of Management and Budget (hereinafter "OMB") Circular A-133, "Audits of State and Local Government." 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.

H. SUBGRANTEE shall maintain records to show actual time devoted and costs incurred in relation to the PROJECT and shall prepare and submit monthly progress reports 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.

G. SUBGRANTEE agrees that to the best of its knowledge, neither the PROJECT nor the funds provided therefor, nor the personnel employed in the administration of the PROJECT 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. SUBGRANTEE shall maintain records to show actual time devoted and costs incurred in relation to the PROJECT and shall prepare and submit monthly progress reports 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.

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.

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 the provisions set forth in Paragraph D 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 D above.

recruitment advertising, layout or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship.

Administration of any subcontracts by the SUBGRANTEE shall be in conformance with 24 CFR Part 570.200(d)(2) and Part

B.

such terms as may be acceptable to SUBGRANTEE. as SUBGRANTEE shall deem appropriate or necessary and upon PROJECT to such construction contractors or other entities

SUBGRANTEE is herewith granted authority to subcontract with CDC's prior written approval, all or any portion of the

A.

V. RIGHTS TO SUBCONTRACT

If during the twenty (20) year period after completion of the PROJECT pursuant to this AGREEMENT, the SUBGRANTEE disposes of any property under the SUBGRANTEE'S control that was acquired and/or improved in whole or in part with GRANT FUNDS in an amount in excess of TWENTY FIVE THOUSAND and 00/100 Dollars (\$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.

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 GRANT FUNDS in excess of TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000) is used to meet the benefit of low and moderate income persons as defined by HUD, for a period of twenty (20) years after the completion of the PROJECT pursuant to this AGREEMENT.

M.

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.

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.

K.

COUNTY shall provide, upon request, copies of all laws, regulations and orders cited in this AGREEMENT.

J.

VI. COUNTY'S OBLIGATION TO PROSECUTE APPLICATION

- A. COUNTY shall forthwith file all applicable documents and secure a release of GRANT FUNDS for the PROJECT.
- B. After the COUNTY has received notification that GRANT FUNDS for the PROJECT have been released by HUD, 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. DISBURSEMENT PROCEDURE

- A. Upon release of GRANT 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) The SUBGRANTEE shall provide the CDC office, upon approval of this AGREEMENT, with an itemized list of all estimated expenditures. This list shall show expected quantities and unit prices for each item.
- (2) SUBGRANTEE shall submit a request for disbursement of GRANT FUNDS, on a form provided by the COUNTY (hereinafter referred to as "Request for Payment");
- (3) Each Request for Payment shall be submitted on a timely basis. Each Request for Payment sent to the COUNTY shall be accompanied by 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 GRANT FUNDS herein, a written accounting of all funding sources applied to the PROJECT shall accompany the Request for Payment. Changes to items on the Request for Payment form must be authorized, in writing, by the SUBGRANTEE and a copy of such authorization shall be submitted to the CDC office before payment pursuant to such changes is made.



- (4) Any claim for advancement of GRANT 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;
- (5) Any request for reimbursement or advancement pertaining to construction work 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, the quality of such work is in accordance with the contract and sub-contracts, 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, a final waiver of lien and a written statement that the work has been performed in a satisfactory manner and in conformance with the contract;
  - (c) Any changes to items on the Request for Payment form must be authorized, in writing, by the SUBGRANTEE and a copy of such authorization shall be submitted to the CDC office before payment pursuant to such changes is made; and
  - (d) The COUNTY'S processing of all requests for payment shall be contingent upon the submission of the required 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, County or local statutes, rules or regulations.
- (6) Any request for reimbursement or advancement 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 office.

(7) 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.

(8) SUBGRANTEE shall cooperate with the COUNTY to facilitate the COUNTY's maintenance of financial records regarding the PROJECT as required by Title 24 CFR 85.

B. The COUNTY shall process an acceptable Request for Payment of GRANT FUNDS in accordance with this AGREEMENT, applicable HUD requirements and COUNTY fiscal policies.

VIII. ADMINISTRATION AND REPORTING REQUIREMENTS

A. SUBGRANTEE shall administer the GRANT FUNDS in conformance with the regulations, policies, guidelines and requirements of Title 24 CFR Part 85 and, OMB Circular numbers A-87 and A-133, 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 monthly progress report no later than the fifth (5th) day of the month following the activity being reported. Other reporting requirements are specified in Exhibit "A" attached hereto and made a part of this AGREEMENT.

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 this AGREEMENT, abandonment of the PROJECT or 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 GRANT 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 SUBGRANTEES 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 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 GRANT FUNDS expended in violation of any of the terms of this AGREEMENT.
- D. SUBGRANTEE shall transfer to the COUNTY any GRANT 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 of any violation or breach of this AGREEMENT by SUBGRANTEE, misuse or misapplication of GRANT FUNDS derived from this AGREEMENT by SUBGRANTEE, or any violation of any statutes, rules and regulations, directly or indirectly, by the SUBGRANTEE and/or any of its subcontractors, agents or representatives, and SUBGRANTEE's failure to pay its contractors, including mechanics lien claims, 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 the SUBGRANTEE. All counsel employed by the SUBGRANTEE to defend the COUNTY pursuant to this AGREEMENT shall first be approved by the DuPage County State's Attorney, with said approval not to be unreasonably withheld.
  - 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 COUNTY shall immediately notify the SUBGRANTEE in

2. One hundred percent (100%) of the funds shall be expended within twelve (12) months after the date that this AGREEMENT is approved by the COUNTY Board.

1. The contract for the construction work to be performed under this AGREEMENT as defined at Paragraph II.B shall be executed within six (6) months after the date that this AGREEMENT is approved by the COUNTY Board.

Project Schedule Deadlines

A. Time is of the essence. SUBGRANTEE will be responsible for meeting the schedule deadlines listed below. Any target which the SUBGRANTEE does not achieve will result in the loss of GRANT FUNDS.

XI. TIMELINESS

D. If the COUNTY has lost or been prevented from receiving any Federal 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 Federal 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.

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 judgement to the federal government, so long as the COUNTY is indemnified.

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 judgement to the federal government, so long as the COUNTY is indemnified.

D. If the COUNTY has lost or been prevented from receiving any Federal 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 Federal 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.

writing, providing the full details of the alleged violation. The SUBGRANTEE shall have the right to contest the claim, in its own name or in the name of the COUNTY with the Durage County State's Attorney's approval, which shall not be unreasonably withheld, 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 COUNTY, SUBGRANTEE and the Federal agency, the SUBGRANTEE shall promptly pay any GRANT FUNDS found due and owing.

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

XII. MISCELLANEOUS PROVISIONS

D. 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 therefor and request an extension of time for completion of the PROJECT. The CDC Executive Committee shall promptly 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.

C. After a period of five (5) 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.

B. SUBGRANTEE shall complete the PROJECT within twelve (12) months from the date of this AGREEMENT. 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 (hereinafter called the "Director") will require additional time for completion of the PROJECT, then in that case, the time of completion may be extended by said Director by a period of time not to exceed six (6) months.

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 GRANT 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 DuPage County 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. 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.

F. AGREEMENT DURATION - This AGREEMENT will remain in effect for a period of twenty (20) years from completion of the PROJECT in HUD's Integrated Disbursement and Information System.

G. NO PARTNERSHIP - Nothing contained in this AGREEMENT, the PROJECT application, or any other document or instrument related to this PROJECT shall be deemed to create a joint venture or partnership relationship between the COUNTY and SUBGRANTEE; the relationship between COUNTY and SUBGRANTEE is solely that of creditor and debtor, lender and borrower, and mortgagor and mortgagee, as the case may be.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT on the dates recited below to be effective on the date executed by the COUNTY

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

BY: Robert J. Schillerstrom, Chairman  
Dufage County Board

DATE: \_\_\_\_\_

ATTEST: Gary A. King, County Clerk

SUBGRANTEE: Village of Lombard, a body corporate and politic in the State of Illinois

BY: David Hulseberg, Village Manager

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

EXHIBIT A  
ASSURANCES  
CDBG-R

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 funds in accordance with the ACT, ARRA and CDC policies. Also, the SUBGRANTEE certifies with respect to the GRANT FUNDS that:

1. It is a member of the CDC, possesses legal authority to make a CDBG 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 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.

3. Prior to submission of its application to the COUNTY, the SUBGRANTEE has:

(A) 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 CDC and made the application available to the public;

4. The distribution and use of the GRANT FUNDS will be conducted and administered in compliance with:

(A) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352, 42 U.S.C. Sec 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), as amended (42 U.S.C. 3601-3619) and implementing regulations, the Fair Housing Act, 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, as amended; and the regulations issued pursuant hereto;
- (D) Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135;
- (E) Executive Order 11246-Equal Opportunity, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
- (F) Executive Order 11063-Equal Opportunity in Housing, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107;
- (G) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published in effect;
- (H) The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
- (I) 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;
- (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 relating to the evaluation of flood hazards and Executive Order 11738 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-

(M) The Fair Housing Act (42 U.S.C. 3601-20).

5.

Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with CFR 570.608.

6.

When a CDBG funds grant is in excess of ONE HUNDRED THOUSAND and 00/100 DOLLARS (\$100,000) 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 U.S.E.P.A. 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).

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 pursuant to CFR 570.306.

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: (a) 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 (b) 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.

10. The 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 the SUBGRANTEE'S workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (B) Establishing a drug awareness program to inform employees about :

- (1) The dangers of drug abuse in the workplace;
- (2) The 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 administration of the GRANT FUNDS 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 in connection with the GRANT FUNDS, 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 (5) days after such conviction;

- (E) Notifying the CDC 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 thirty (30) days of receiving notice under subparagraph (D) (2), with respect to any employee who is so convicted:

(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-TLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(A) 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.

12. In regards to lobbying, the SUBGRANTEE certifies:

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.

(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).

- (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, or local health, law enforcement, or other appropriate agency; and

- (C) 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 agreements) and that all subrecipients shall certify and disclose accordingly.
- (D) 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.

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 CDBG 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 CDBG Program construction.
3. It will assist and cooperate actively with the COUNTY, HUD 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. It will furnish the COUNTY, HUD and the Secretary of Labor such information as they may require for the supervision of such compliance, and will otherwise assist the COUNTY and HUD 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.

The SUBGRANTEE further agrees to the following:

The undersigned understands and agrees that it is a SUBGRANTEE of the CDBG Program of the COUNTY. 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 and HUD, 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.

- 6. 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 or HUD.
- 7. In the event that SUBGRANTEE fails or refuses to comply with the undertaking, the COUNTY or HUD 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 HUD for appropriate legal proceedings.

NAME OF SUBGRANTEE: Village of Lombard, a body corporate and politic in the State of Illinois

ADDRESS: 255 E. Wilson Avenue, Lombard, IL 60148

BY: David Hulseberg, Village Manager

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_