

County of Kane
Office of County Board
Kane County Government Center



Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188



DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: CDBG Agreement, St. Charles N. 15th St. Reconstruction Phase 1

Submitted By: Jennie Grobe, OCR, 630-444-3048 or grobelennifer@countyofofkan.org

Date Submitted: 9/14/2012

Examined by: Joseph Lulves
(Print name)

[Signature]
(Signature)

9-20-12
(Date)

Post on Web: Yes No

Atty. Initials [Signature]

Comments:

Attached please find two copies of the CDBG agreements between Kane County and the City of St. Charles for phase 1 of the N. 15th St. Reconstruction. This project was approved as a part of the 2012 CDBG program.

Chairman signs
QX

Chairman signed: Yes No

SEPTEMBER 25, 2012
(Date)

Document returned to: Jennie Grobe, OCR, 630-444-3048 or grobejennifer@countyofofkan.org

Development

COMMUNITY DEVELOPMENT PROGRAM SUBRECIPIENT AGREEMENT

**BETWEEN KANE COUNTY, ILLINOIS
AND
THE CITY OF ST. CHARLES, ILLINOIS**

THIS AGREEMENT is entered into on SEPTEMBER 25, 2012, by and between Kane County, Illinois (herein called the "County"), and the City of St. Charles, Illinois (herein called the "Subrecipient").

WHEREAS, the County has applied for and received Community Development Block Grant (CDBG) funds from the United States Government under Title I of the Housing and Community Development Act of 1974 (herein referred to as the "Act"), Public Law 93-383; and

WHEREAS, the Catalog of Federal Domestic Assistance (CFDA) Number for said funds is 14-218 and they are distributed by the U. S. Department of Housing and Urban Development (herein referred to as HUD); and

WHEREAS, the County wishes to engage the Subrecipient in the utilization of said funds.

NOW, THEREFORE, the parties agree to the following:

I. STATEMENT OF WORK

A. Project Description, Tasks, Schedule, and Budget

The Subrecipient shall complete the project described in Exhibit A. Funds provided herein shall be used in the manner described in said exhibit, which includes a description of the project, the tasks to be performed by the Subrecipient, a schedule for completing the tasks, and a project budget.

B. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement shall meet one of the Community Development Block Grant Program's National Objectives as defined in 24 CFR, Part 570.208.

C. Level of Accomplishment

The Subrecipient shall be responsible for completing the project identified herein and shall make all documentation associated with the completion of the project available for inspection by the County and representatives of the U.S. Department of Housing and Urban Development.

D. Staffing

The Subrecipient will be responsible for all normal administrative services and expenses not funded under this Agreement but required in order to undertake the project identified herein.

E. Performance Monitoring

The County will monitor the performance of the Subrecipient against goals and performance standards established herein. Substandard performance as determined by the County will constitute

noncompliance with this Agreement. If action to correct such noncompliance is not taken by the Subrecipient within the period of time specified by the County in its notification to the Subrecipient, the County may initiate suspension or termination procedures.

II. TIME OF PERFORMANCE

The work being performed by the Subrecipient hereunder shall be completed according to the project schedule contained herein. This Agreement shall terminate 60 days after the project completion date. In accordance with the amendment procedures set forth in Paragraph VI, however, the term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Subrecipient is in control of CDBG funds or other assets, including program income.

III. FUNDING

In consideration of the project to be completed by the Subrecipient hereunder, the County shall pay to the Subrecipient up to \$100,000.00 in CDBG funds received from HUD. The total of said payment(s), however, shall not exceed the County's proportional share (29%) of the actual cost of the project described in Exhibit A. Further, said funds shall be used for the payment of expenses eligible under the CDBG program and specifically listed in the project budget contained in Exhibit A.

Payments are contingent upon the Subrecipient's compliance with all applicable uniform administration requirements as set forth in 24 CFR, Part 570.502. The Subrecipient agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

IV. NOTICES

Communication and details concerning this Agreement shall be directed to the following individuals:

KANE COUNTY

Jennifer Grobe, Project Manager
Kane County Office of Community Reinvestment
719 Batavia Avenue
Geneva IL 60134
Phone: 630-444-3048
Fax: 630-232-3411
e-mail: grobejennifer@countyofkane.org

SUBRECIPIENT

James Bernahl, Public Works
City of St. Charles
Two East Main Street
St. Charles IL 60174
Phone: 630-377-4486
Fax: 630-584-6520
e-mail: jbernahl@stcharlesil.gov

V. GENERAL CONDITIONS

A. General Compliance with Federal Regulations

The Subrecipient agrees to comply with all applicable requirements of 24 CFR, Part 570 concerning CDBG funds, all applicable portions of OMB A-110, and all other federal requirements and policies issued pursuant to these regulations, including, but not limited to, those set forth in *Sections VIII, IX and X* of this Agreement. The Subrecipient shall be responsible for complying with all applicable changes or additions to the requirements currently set forth in said regulations. The Subrecipient agrees to comply with all other applicable federal, state and local laws and regulations governing the funds provided under this Agreement.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, create or establish the relationship of employer/employee between the parties. The Subrecipient shall, at all times, remain an independent contractor with respect to the services to be performed under this

Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend, and indemnify the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Subrecipient's performance or nonperformance of the services of subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall ensure that Workers' Compensation Insurance coverage is provided for all employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the County. The Subrecipient shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

F. Funding Disclosure

The Subrecipient shall credit the County and HUD for funding the project identified herein by including the following statement on any sign that may be erected at the project site, and in any promotional material that may be published in connection to the project: ***"Support for this project has been provided by the Kane County Board, through its Office of Community Reinvestment, with federal funds from the U. S. Department of Housing and Urban Development."***

VI. AMENDMENTS

The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and are signed by a duly authorized representative of both parties and approved by either party's government body to the extent required by state law, local charter or otherwise. In addition, the County may, in its sole discretion, amend this Agreement to conform to federal, state or local governmental guidelines, policies and available funding amounts. However, if any such amendments result in a change in the funding, the scope of services, or the scheduling of services to be undertaken as part of this Agreement such modifications will be incorporated only by written amendment signed by both parties.

VII. SUSPENSION AND TERMINATION

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. However, any partial termination of the work to be performed under this Agreement may only occur with the prior approval of the County. The County may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein. In such event, the County may declare the Subrecipient ineligible for any future participation in County contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the County may suspend payment of up to fifteen (15) percent of the Agreement funds until such time as the Subrecipient is found to be in compliance by the County or is otherwise adjudicated to be in compliance. In the

event of any termination, all finished or unfinished documents, data, reports, maps, models, photographs or other materials prepared by the Subrecipient under this Agreement shall, at the option of the County, become the property of the County. In the event of termination, the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the termination. The County shall be entitled to the repayment of any payments made to the Subrecipient over and above that to which it is entitled as just and equitable compensation for satisfactory work completed.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB A-110 and adhere to the accounting principles and procedures required therein, to utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations" or A-21 Cost Principles for Education Institutes," as applicable, for all costs incurred, whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records To Be Maintained

The Subrecipient shall maintain all records required by federal regulations as specified in 24 CFR, Part 570.506, as they are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:

- a. Records providing a full description of the activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the national objectives of the CDBG program, as set forth in 24 CFR, Part 570.208; namely, benefiting low/moderate income persons, aiding in the prevention or elimination of slums or blight, and meeting community development needs that have a particular urgency;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvements, use or disposition of any real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program to the extent applicable;
- f. Financial records as required by 24 CFR, Part 570.502; and
- g. Other records necessary to document any required compliance with 24 CFR, Part 570.600-570.612.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five

(5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Contact the County before disposing of any records related to this Agreement.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided and any other demographic information requested in the county's quarterly performance report. Such data shall include, but not be limited to, client name, address, income level (or other basis for determining eligibility), demographic information, and description of service provided. Such information shall be made available to the County monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly in connection with the administration of the County's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited without the written consent of the resident involved and, in the case of a minor, that of a responsible parent/guardian, except to the extent such use or disclosure is required by applicable federal, state or local law.

5. Property Records

The Subrecipient shall maintain real property inventory records, which clearly identify any properties purchased, improved or sold with project funds. Properties retained shall continue to meet eligibility criteria and shall comply with the "changes in use" restriction specified in 24 CFR, Part 570.503(b)(8).

6. National Objectives

The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's national objectives (benefit low/moderate income persons; aid in the prevention or elimination of slums or blight; and meet community development needs that have a particular urgency) as defined in 24 CFR, Part 570.208.

7. Close-Outs

The Subrecipient's obligation to the County shall not end until all close-out requirements are completed, as set forth in 24 CFR, Part 570.509. Activities during this close-out period shall include, but not be limited to, making final payments, disposing of program assets (including the return of all unspent cash advances and program income balances to the County), and determining the custodianship of records.

8. Asset Reversion

Upon expiration of this Agreement, the Subrecipient shall transfer to the County all grant funds in its possession, and any accounts receivable of the project attributable to grant funds.

At the time of project closeout, the County shall determine the appropriate disposition of any equipment purchased with funds provided herein. The County shall permit the Subrecipient to retain title to such equipment, if the Subrecipient assures the County that it intends to continue the project for a period of not less than five years following closeout.

Any funds provided herein for the acquisition and/or improvement of property shall be secured by a twenty-year forgivable mortgage instrument recorded on said property. If, prior to the release and satisfaction of said mortgage, the Subrecipient disposes of or changes the use of such property, or is found to be in default of any term contained therein, the Subrecipient shall reimburse the County according to the terms and conditions contained in said mortgage.

9. Audits

The Subrecipient shall comply with OMB A-110 and OMB A-133, and shall obtain, at its own expense, any required audit(s). Audits shall be performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits. Audits shall include, in addition to the financial statement(s) of the Subrecipient, auditor's comments regarding the Subrecipient's compliance and internal controls pertaining to the expenditure of grant funds. The Subrecipient shall submit one certified copy of each required audit report to the County no later than six months following the close of the Subrecipient's fiscal year for single audits; and not later than six months following project closeout for grant audits.

10. Records Inspections

All of the Subrecipient's records with respect to any matters covered by this Agreement shall be made available to the County, or its designees, or the U. S. Department of Housing and Urban Development, or its designees, at any time during normal business hours, as often as deemed necessary, in order to audit, examine, or make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure by the Subrecipient to comply with the above requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Specifically, all rights and remedies regarding performance reviews as set forth in 24 CFR, Part 570.900 - 570.913 shall be available to the County and to HUD or their designees.

C. Reporting and Payment Procedures

1. Payment Procedures

In consideration of the work performed hereunder, the County will pay the Subrecipient with CDBG funds available under this Agreement for eligible costs, consistent with the project budget contained herein (see Exhibit A), and based on requests submitted by the Subrecipient on forms provided herein (see Exhibit B). Such requests shall be accompanied by the appropriate receipts, invoices, canceled checks, and/or other documentation required by the County. The Subrecipient may not request the disbursement of CDBG funds under this Agreement until the funds are needed for the payment of eligible CDBG costs. The amount of each request must be limited to the amount needed for such costs at the time the request is submitted to the County. Advance disbursements of CDBG funds are not permitted under this Agreement.

The presentation of requests for the disbursement of CDBG funds on the part of the Subrecipient shall constitute a warranty and representation by the Subrecipient to the County

that the amounts requested are elements of the project budget contained herein; that all such amounts are required for the payment of eligible costs that were actually incurred by the Subrecipient; and that the Subrecipient will use the amounts requested only for eligible purposes under this Agreement. Prior to any disbursement of CDBG funds by the County, it reserves the right to perform an independent review of any and all documentation and/or inspect the project site(s) to independently determine that such disbursement is justified. If the County is dissatisfied with the documentation submitted, or the status of the work performed hereunder, it may require the Subrecipient to submit further documentation or perform additional work before it makes any further disbursements under this Agreement. The County reserves the right to reduce funds available under this Agreement for any costs incurred by the County on behalf of the Subrecipient to complete the project to the County's satisfaction. Finally, the County shall not be required to make any disbursements of CDBG funds to the Subrecipient if the County is not legally capable or permitted by law to make such disbursements.

2. Program Income

Program income, as defined at 24 CFR, Part 570.500(a), generated by activities carried out with CDBG funds made available under this Agreement, shall be remitted by the Subrecipient to the County within 30 days of receipt by the Subrecipient.

3. Indirect Costs

If indirect administrative costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate share of administrative costs and shall submit the plan to the County for approval prior to the County's payment of any such costs.

4. Performance Reports

The Subrecipient shall submit to the County quarterly performance reports (Exhibit C) for the duration of this Agreement. Said performance reports shall be submitted according to the following schedule:

- a. June 1 through August 31 due by September 15;
- b. September 1 through November 30 due on December 15;
- c. December 1 through February 28/29 due on March 15; and
- d. March 1 through May 31 due on June 15.

D. Procurement

1. Standards of Procurement

The Subrecipient shall comply with applicable federal, state, and local requirements regarding contracting and the purchase of goods and services necessary to complete the project identified herein. The Subrecipient shall obtain the County's written approval prior to publishing bidding notices, distributing bidding documents, and executing contracts and change orders necessary for the completion of said project. The cover page of all bid packets for work to be financed with funds provided herein shall bear the following statement(s): ***"This contracting opportunity has been made possible, in part, by the Kane County Board, through its Office of Community Reinvestment, with federal funds provided by the U.S. Department of Housing and Urban Development. Section 3 Businesses and Minority/Women-Owned Businesses are encouraged to bid on this project."*** If applicable, such statement shall be followed by the following: ***"Federal prevailing wage requirements apply to this contract."***

The Subrecipient shall maintain an inventory record of any non-expendable personal property procured with grant funds. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement in accordance with Section VIII. B. 8. of this Agreement.

2. Travel

The Subrecipient shall obtain written approval from the County for any travel expenses charged to funds provided under this Agreement.

3. Relocation, Acquisition and Displacement

The Subrecipient agrees to comply with 24 CFR, Part 570.606 and OMB A-110 relating to the acquisition and disposition of all real property utilizing grant funds and to any displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Subrecipient further agrees to comply with any applicable ordinances, resolutions and/or policies concerning displacement of individuals from their residences.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all the requirements set forth in 24 CFR, Part 570.600, including, but not limited to, compliance with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Executive Order 11063, and Executive Order 11246 as amended by Executive Order 12086. The Subrecipient also agrees to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR, Part 570. With regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the disabled in any federally assisted program. The County shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carrying out, pursuant to the County's specifications, an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246 of September 24, 1965. The County can provide affirmative action guidelines to the Subrecipient to assist in the formulation of such a program.

2. W/MBE

The Subrecipient will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "Minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its sub-Subrecipients to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the County, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated here.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employee and applicants for employment.

5. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisement for employees placed by or on behalf of the Subrecipient state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provision of Section IX. A. (Civil Rights), and B. (Affirmative Action), of this Agreement in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each sub-Subrecipient or vendor.

C. Employment and Contracting Provisions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, sectarian or religious activities, lobbying, political patronage and nepotism activities.

2. Anti-Lobbying

The Subrecipient hereby certifies that:

- a. No 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 awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-Subrecipient at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-Subrecipients shall certify and disclose accordingly.

3. OSHA

Where employees are engaged in activities not covered under the Occupations Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

4. Right to Know

Participants employed or trained for inherently dangerous occupations, i.e., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices.

5. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with Federal Labor Standards Provisions, the Davis-Bacon Act, as amended, the provisions of the Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient understands that such requirements are not limited to the work for which funding under this Agreement is made available and agrees that all contractors engaged in contracts for construction, renovation or repair of any building or work funded under this Agreement, as well as work related in purpose, time and place to the work funded under this Agreement, shall comply with federal requirements pertaining to such contracts. The Subrecipient shall cause, or require to be inserted, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph and shall maintain documentation which demonstrates compliance with hour and wage requirements. Such documentation shall be submitted to the County.

6. Section 3

The Subrecipient shall comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 which requires that, to the greatest extent feasible, employment and other economic opportunities generated by HUD financial assistance be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to such persons.

The Subrecipient shall award contracts for work funded in whole or part under this Agreement to the lowest and/or best bidder in accordance with the provisions of Section 3, which allow qualifying business concerns to receive preference in the awarding of such contracts. The Subrecipient may rely on written representations by business concerns in lieu of conducting independent investigations. The Subrecipient agrees to include, monitor and enforce the following clause (referred to as the Section 3 Clause) in such contracts where the amount of assistance provided under this Agreement exceeds \$100,000:

SECTION 3 CLAUSE

1. *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.*
2. *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.*
3. *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.*
4. *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 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.

5. *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.*
6. *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.*
7. *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).*

If the amount of HUD financial assistance provided under this and other Agreements with the County exceeds \$200,000, the Subrecipient has the responsibility to comply with Section 3 in its own operations, and ensure compliance in the operations of its contractors and subcontractors. This responsibility includes but may not necessarily be limited to measures listed at 24 CFR, Part 135.32, "Responsibilities of the Recipient."

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the County thereto, provided, however, that claims for money due or to become due to the Subrecipient from the County under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

2. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed, under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title VI of the United States Code.

3. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR, Part 570.611 with respect to conflicts of interest. The Subrecipient further agrees that, in the performance of this Agreement, no person having such a financial interest shall be employed or retained by the Subrecipient. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Subrecipient or the County, or of any designated public agencies or sub-Subrecipients which are receiving funds under the CDBG program.

4. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the County prior to the execution of such subcontract.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure compliance with the terms of this Agreement. Results of monitoring efforts shall be summarized in the Subrecipient's quarterly written report to the County and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in their entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the County along with documentation concerning the selection process.

5. Copyright

If this Agreement results in any copyrightable materials, the County and/or grantor agency reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work for government purposes.

6. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with federal regulations specified in 24 CFR, Part 570.200(j)

7. Drug-Free Workplace

The Subrecipient shall comply with the Illinois Drug Free Workplace Act (30 ILCS 580/1, et seq.), and, if applicable, with the Federal Drug Free Workplace Act (41 U.S.C. Section 701, et seq.)

X. ENVIRONMENTAL CONDITIONS

The Subrecipient shall cooperate with the County in its responsibilities pursuant to HUD's Environmental review procedures, 24 CFR, Part 58, as amended, and shall permit the County or its designees or employees to conduct site inspections, conduct appropriate tests, examination of applicable documents, and such other activities as the County deems appropriate in order to fulfill its responsibilities in the implementation of the policies of the National Environmental Policy Act of 1969 and related acts. The County shall not make any payments contemplated under this Agreement until the environmental review process has been completed by the County in accordance with the 24 CFR, Part 58, nor may any costs be incurred by the Subrecipient until completion of the Environmental Review. The Subrecipient will be notified by the County when costs may begin to be incurred through the issuance of a written Notice to Proceed.

A. Air, Water & Environment

The Subrecipient agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

1. The Clean Air Act (42 U.S.C., 1857, et seq.);
2. The Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.) as amended;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended;
4. The National Environmental Policy Act of 1969; and
5. HUD Environmental Review Procedures (24 CFR, Part 58).

B. Flood Disaster Protection

To the extent applicable, the Subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement.

C. Lead-Based Paint

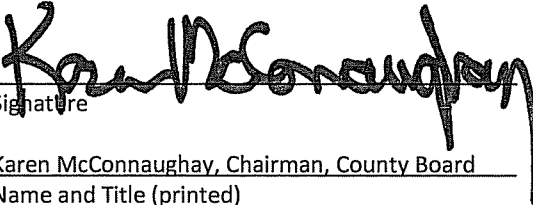
The Subrecipient agrees that any construction or rehabilitation of structures with assistance provided under this Agreement shall be subject to HUD lead-based paint regulations 24 CFR, Part 35, et. al., dated September 15, 1999.

D. Historic Preservation

The Subrecipient agrees to comply with the requirements set forth in the National Historic Preservation Act of 1966 (16 U.S.C. 470), as amended, and the procedures set forth in 36 CFR, Part 800 et seq., insofar as they apply to the performance of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.


KANE COUNTY, ILLINOIS


Signature

Karen McConaughay, Chairman, County Board
Name and Title (printed)

Date: SEPTEMBER 25, 2012

SUBRECIPIENT


Signature

Donald P. DeWitte, Mayor, City of St. Charles
Name and Title (printed)

Date: 9/12/12

KANE COUNTY

COMMUNITY DEVELOPMENT PROGRAM

Exhibit A: Project Description, Tasks, Schedule, and Budget

Project Description

The Subrecipient will reconstruct North 15th Street, between Brook Street and Dead Street, in the City of St. Charles. Specifically, the existing bituminous roadway, and concrete curbs and gutters will be replaced, and sanitary sewers, storm sewers and fire hydrants will be repaired and/or upgraded. Said work will be financed in part with CDBG funds provided herein. Additional details concerning the project are described in the Subrecipient's application, which are on file with the County and incorporated into this Agreement by reference.

Tasks

The Subrecipient shall be responsible for all tasks required to complete the project described herein, including, but not limited to the following:

1. Preparation of the necessary project specifications;
2. Preparation and reproduction of all required bidding documents;
3. Procurement of contractor services through competitive bidding;
4. Supervision of work performed to ensure compliance with the provisions of this Agreement; and
5. Inspection of work performed to ensure satisfactory completion of the project.

Project Schedule

The Subrecipient shall complete the project described herein according to the following schedule:

Prepare Bidding Documents	August 2012
Advertise/Distribute Bidding Documents	August 2012
Receive/Open Bids	September 2012
Award Construction Contract	September 2012
Begin Construction Work	October 2012
Complete Construction Work	November 2012
Complete Project	December 2012

Project Budget

Expenses	Subrecipient Funds/In-Kind Services*	Kane County CDBG Funds	Totals
Design/Construction Engineering	\$52,000	\$0	\$52,000
Construction Contract <i>Independent contractor to complete work described herein.</i>	\$196,464	\$100,000	\$296,464
Totals (and Proportional Share of Total Project Cost)	\$248,464 (71%)	\$100,000 (29%)	\$348,464

* Subrecipient certifies to County that the aforementioned funds/services are committed and available for use in completing the project described herein.

KANE COUNTY
COMMUNITY DEVELOPMENT PROGRAM

Exhibit B: Request for Payment

SECTION I: REQUEST FOR PAYMENT

Subrecipient Name: City of St. Charles

Project Name: North 15th Street Reconstruction (Phase I)

HUD Activity No. 250 KC Activity No. 2012-04

Dollar Amount Requested: \$ _____ Payment Request # _____

SECTION II: STATUS OF FUNDS

1. Community Development Allocation	\$ <u>100,000.00</u>
2. Less Sum of Past Claims Submitted	\$ _____
3. Present Balance Available	\$ _____
4. Less this Request for Payment	\$ _____
5. Amount Available after this Request	\$ _____

SECTION III: CERTIFICATION

I, the undersigned representative of the Subrecipient, certify that this Request for Payment has been prepared in accordance with the terms and conditions of the Agreement between Kane County and the Subrecipient. I also certify that the amount of this Request for Payment is not in excess of the funding necessary to satisfy current project expenses.

Date Received:

Date Approved:

Approved By:

Payment Date:

Check Number(s):

Signature of Subrecipient Representative

Title

Date: _____

