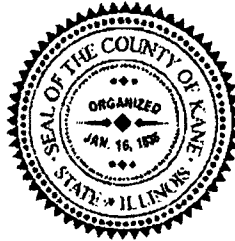


# COUNTY OF KANE

Christopher J. Lauzen  
Kane County Board Chairman



Kane County Government Center  
719 South Batavia Avenue  
Geneva, IL 60134  
P: (630) 232-5930  
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[clauzen@kanecoboard.org](mailto:clauzen@kanecoboard.org)  
[www.countyofkane.org](http://www.countyofkane.org)

**DOCUMENT VET SHEET**  
for  
Christopher J. Lauzen  
Chairman, Kane County Board

**RECEIVED**  
MAR 25 2013  
KANE COUNTY BOARD

Name of Document: Subrecipient Agreement (2 originals)

Submitted by: Scott Berger (208-5351)

*Scott Berger*

Date Submitted: March 21, 2013

Examined by:

Joseph Lauzen

(Print Name)

*Joseph Lauzen*

(Signature)

3-25-13

(Date)

~~Post on file~~

**Comments: Enclosed for Chairman Lauzen's review and signature are two original Subrecipient Agreements. The agreements outline the terms and conditions under which Federal Community Development Block Grant funds from the City of Elgin will be used for the county's Lead Hazard Reduction Program, which addresses lead-based paint hazards in area homes. (Authorized by County Board Resolution #12-118. Copy attached.)**

Chairman signed: YES  NO  3/27/13  
(Date)

Document returned to: S. Berger / O.C.R.  
(Name/Department) *ckw*

**DRAFT-COUNTY BOARD MINUTES –MAY 8, 2012**

Healthy Living, and Healthy Communities”, and this theme recognizes and emphasizes the connection between the most important resource in Kane County – its people – with the opportunities for and barriers to healthy living created by the built and natural environment, and how together they shape the overall health of communities; and

WHEREAS, Kane County has placed the highest priority for improving the quality of life for all its residents by establishing the Quality of Kane initiative; and

WHEREAS, the Quality of Kane initiative reflects the full integration of health, transportation and land use for planning and implementation of policies and programs; and

WHEREAS, the Kane County Board has adopted the Fit Kids 2020 Plan, the 2012-2016 Community Health Improvement Plan, and the 2040 Transportation Plan with its three components, the 2040 Recommended Roadway Plan, the 2040 Bicycle & Pedestrian Plan, and the 2040 Transit Plan; and

WHEREAS, the before mentioned plans are all fully integrated and incorporated into the 2040 Plan, which serves as the guiding master plan for Kane County and its 30 municipalities; and

WHEREAS, the development of the 2040 Plan included participation and review by the Chicago Metropolitan Agency for Planning, Kane County municipalities, departments and agencies of the county and state, interest groups and individual residents and considered comments received at two public forums held on November 10<sup>th</sup> and 15<sup>th</sup>, 2011, and a public hearing held on March 7, 2012.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Kane County, Illinois, 2040 Plan as presented to this meeting be and is hereby adopted as the official land use and resource management plan for Kane County pursuant to the provisions of 55 ILCS 5/5-14001 et seq. And 50 ILCS 805/1. et seq..

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that that the Kane County Board directs the Kane County Development Department to prepare this adopted 2040 Plan for publication and distribution to the public and units of government.

###

**RESOLUTION #12-118**

**APPROVING A HOUSING AND COMMUNITY DEVELOPMENT  
ANNUAL ACTION PLAN FOR PROGRAM YEAR 2012**

WHEREAS, the Kane County Board adopted Resolution No. 97-344, which established the Kane County Community Development Block Grant (CDBG) Program, and Resolution No. 04-06, which established the Kane-Elgin HOME Consortium; and

WHEREAS, said resolutions also established commissions which are charged with the responsibility of recommending to the Kane County Board policies, procedures, and funding priorities for said programs, consistent with applicable statutory and regulatory requirements; and

WHEREAS, acting on recommendations from the commissions, the Kane County Board

**DRAFT-COUNTY BOARD MINUTES –MAY 8, 2012**

adopted a Housing and Community Development Consolidated Plan for Program Years 2010-2014, which identified priority needs and strategies to be addressed with Federal funds over a five-year period; and

WHEREAS, the County prepared a draft Action Plan for Program Year 2012, including budgets for the use of CDBG and HOME funds; and

WHEREAS, said budgets include specific programs and projects that are consistent with the priority needs and strategies identified in the Consolidated Plan for Program Years 2010-2014; and

WHEREAS, a summary of the plan was published and made available for public review and comment for a period of thirty days as required by the County's Citizen Participation Plan.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Housing and Community Development Annual Action Plan for Program Year 2012, including activities to be undertaken with CDBG and HOME funds, are hereby approved.

BE IT FURTHER RESOLVED that the Kane County Board Chairman is authorized to sign agreements necessary to complete the activities described in the plan, and to execute certifications and other documents required by the U.S. Department of Housing and Urban Development.

###

**RESOLUTION #12-119**

**19-012 Mill Creek Native Prairie Maintenance**

WHEREAS, bids have been solicited and received for the Mill Creek Native Prairie Maintenance of selected areas of the Mill Creek subdivision for the Mill Creek Special Service Area District; and

WHEREAS, Natural Resource Management, Inc of Beecher Illinois, was the lowest responsible bidder for providing maintenance at a cost of \$32,920; and

WHEREAS, adequate funds have been budgeted and are available to complete this work.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the chair thereof is authorized to enter into a contract with Natural Resource Management of Beecher Illinois for the Mill Creek Prairie Maintenance for the selected areas of the Mill creek Subdivision for the Mill Creek Special Service Area District at a cost of thirty two thousand nine hundred twenty dollars (\$32,920). Funding shall be paid from the Special Service Area Fund 520.690.730.55000.

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds currently available for this personnel/item/service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
520.690.730.55000	Contractual Expense	yes	yes	n/a

###

AGREEMENT  
BETWEEN THE CITY OF ELGIN AND KANE COUNTY FOR  
THE LEAD HAZARD REDUCTION PROGRAM

This AGREEMENT is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the CITY OF ELGIN, an Illinois municipal corporation (hereinafter called "GRANTEE" or "CITY") and KANE COUNTY, an Illinois unit of local government (hereinafter called "SUB-RECIPIENT"), having a principal place of business at 719 South Batavia Avenue, Geneva, Illinois 60134.

I. RECITALS

- A. CITY has applied for Community Development Block Grant Funds (hereinafter referred to as "CDBG funds") from 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").
- B. CITY has considered and approved the application of SUB-RECIPIENT for CDBG funds allotted to CITY for distribution to SUB-RECIPIENT.
- C. The CITY and SUB-RECIPIENT 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.

II. SCOPE OF THE PROJECT

- A. SUB-RECIPIENT hereby agrees to perform, in a timely fashion, the activities provided for herein, and those previously defined and identified in the letter and project budget allocations submitted by the SUB-RECIPIENT, dated November 21, 2011, and entitled "Lead Based Paint Hazard Control Program," a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference (hereinafter referred to as the "PROJECT").
- B. All funding provided to SUB-RECIPIENT shall be used solely towards the reimbursement of costs associated with the Lead Hazard Control Program, addressing lead-based paint hazards in homes where children have been identified as having elevated blood-lead levels throughout Kane County, including the City of Elgin, and to provide contractor training opportunities in order to expand the pool of local firms licensed to address lead-based paint hazards. A "Healthy Homes" Program will also be implemented to improve the health and safety of homes. The reimbursement will be made in installments over a three-year period. An estimated sixty low and moderate income households, including an estimated thirty of low and moderate income households in the City of Elgin, will benefit from the PROJECT. The subject program will serve 100 percent low and moderate income persons as defined by 24 CFR 570.208 (a)(2)(i)(A). The funding provided herein shall be used only for costs associated with the Lead Hazard Control Program, and other costs associated with the above activity as are consistent with the scope and intent of the PROJECT and are pre-approved by CITY staff.

- C. The SUB-RECIPIENT shall develop and submit to the CITY an Outcome Performance Measurement Statement that establishes project goals and objectives, identifies performance indicators, and estimates the number of clientele to be served. The SUB-RECIPIENT shall provide Quarterly Progress Reports to the CITY each quarter, reporting on the status of the PROJECT in relation to the percent of project completion, accomplishments, effectiveness of the project as related to the goals and objectives, and the clientele served, including number served, client access to the service (either new or improved access), and demographics. The quarterly progress reports shall begin upon the signing of this Agreement, and be based on the CDBG program year, beginning on June 1<sup>st</sup> and ending on May 31<sup>st</sup> of the following year. The quarterly progress report shall continue until the completion of this project or until directed to discontinue such reports in writing by the CITY.
- D. Prior to the expenditure of CDBG funds, SUB-RECIPIENT shall meet with the City's Community Development Department staff to establish acceptable documentation and guidelines regarding requests for payment for the activities described in the Scope of Work. No payment of CDBG funds will be made by City without the required documentation.
- E. SUB-RECIPIENT shall return to the CITY any program income, as defined in 24 CFR Part 570.500(a), which is generated as a result of this PROJECT. All written requests for an exception to this agreement shall be made, in writing, to the City's Community Development Department explaining why the SUB-RECIPIENT needs the income, the specific activities the SUB-RECIPIENT will undertake with the funds and how the SUB-RECIPIENT will report the income and expenditures to the CITY. A written response to the request will be provided to SUB-RECIPIENT from the CITY.

### III. AMOUNT AND TERMS OF GRANT

- A. The CITY shall distribute to SUB-RECIPIENT, as SUB-RECIPIENT'S portion of the total grant received by the CITY and in consideration of the SUB-RECIPIENT'S undertaking to perform the PROJECT, a maximum of **\$118,555.80**, (hereinafter "Grant Funds"), and that amount to be paid in the form of three (3) annual installments and as provided for herein at Sections II (D) and VII. Installment No. 1 shall be in the amount of \$40,000 of Grant Funds from the 2011-12 CDBG program year; Installment No. 2 shall be in the amount of \$40,000 of Grant Funds from the 2012-13 CDBG program year; and Installment No. 3 shall be in the amount of \$38,555.80 of Grant Funds from the 2013-14 CDBG program year. Prior to the initial payment of Grant Funds, SUB-RECIPIENT shall submit, to the CITY, their Outcome Performance Measurement Statement and progress report indicating client demographics and program status. SUB-RECIPIENT shall submit quarterly progress reports, by the 10<sup>th</sup> day following the end of the preceding quarter, to the CITY. The amount to be paid to SUB-RECIPIENT will be based upon the work completed and the submittal of employee work reports in support of the invoiced amount.
- B. This PROJECT shall be identified as **Project Numbers 154743, 154845, 154945** and **Account No. 230-0000-791.78-99**, which identifying numbers shall be used by SUB-RECIPIENT on all payment requests.

- C. SUB-RECIPIENT acknowledges and agrees that the payment of Installment No. 3, in the amount of \$38,555.80 of Grant Funds from the 2013-14 CDBG program year, is contingent upon approval of federal funds by HUD and the CITY's receipt of the Authorization to Use Funds from HUD in June 2013.
- D. In the event the services identified in Section II, *Scope of the Project* of this Agreement or other eligible services for low and moderate income individuals and households are no longer provided by SUB-RECIPIENT due to actions by the SUB-RECIPIENT, the SUB-RECIPIENT shall reimburse the U.S. Department of Housing and Urban Development or the CITY any Grant Funds that were previously distributed to SUB-RECIPIENT for those activities not undertaken. This provision shall not be construed as limiting the CITY from asserting any claims against the SUB-RECIPIENT for the breach of any other terms of this Agreement.
- E. Upon project completion as specified in Section II, *Scope of the Project*, any remaining CDBG project funds shall be available for reallocation by the CITY to another eligible CDBG project. If SUB-RECIPIENT materially fails to comply with any term of this award, the SUB-RECIPIENT shall repay to the CITY all funds used for ineligible activities.
- F. A minimum of 51 percent of the persons served on an annual basis shall be at or below 80 percent of the Median Family Income in order for the SUB-RECIPIENT to maintain eligibility for the CDBG funds provided for herein. Said income levels shall be updated and revised annually to conform to levels set by the U. S. Department of Housing and Urban Development. Failure to meet the aforementioned minimum 51 percent threshold shall require SUB-RECIPIENT to reimburse the CITY for funds expended, in whole or in part, for project activities.
- G. Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the SUB-RECIPIENT and CITY.

#### IV. SUB-RECIPIENT'S COMPLIANCE WITH THE ACT

- A. CITY shall assist SUB-RECIPIENT in making application for CDBG funds.
- B. SUB-RECIPIENT shall abide by the Act and all HUD rules and regulations promulgated to implement the Act.
- C. SUB-RECIPIENT shall, upon request of the CITY, (1) assist in the completion of an environmental review and (2) complete certifications showing equal employment opportunity compliance including equal employment opportunity certifications with reference to the PROJECT, as set forth in Exhibit "C" attached hereto and made a part hereof.
- D. SUB-RECIPIENT, in performing under this Agreement, shall:
  - 1. Not discriminate against any worker, employee, or applicant, or any member of the public, because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice; and

2. Take affirmative action to insure that applicants are employed without regard to race, creed, color, sex, age or national origin, with such affirmative action including, but not limited to the following: Employment, upgrading, demotion or transfer, termination, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship.
- E. SUB-RECIPIENT shall permit the CITY 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 of this agreement. SUB-RECIPIENT shall post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of Section IV (D) above.
- F. SUB-RECIPIENT shall not violate any laws, state or federal rules or regulations, including but not limited to those regarding a direct or indirect illegal interest on the part of any employee or elected official of the SUB-RECIPIENT in the PROJECT or payments made pursuant to this Agreement.
- G. SUB-RECIPIENT hereby warrants and represents that neither the project, including but not limited to any funds provided pursuant thereto, nor any personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code, commonly known as the Hatch Act.
- H. SUB-RECIPIENT shall maintain records to show actual time devoted and costs incurred, in relation to the PROJECT, and shall prepare and submit quarterly progress reports which describe the work already performed and anticipated during the remaining time of the PROJECT. Upon fifteen (15) days notice from the CITY, 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 CITY at any time during normal business hours, at 150 Dexter Court, Elgin, Illinois.
- I. SUB-RECIPIENT shall adopt the audit requirements of the Office of Management and Budget (hereinafter "OMB") Circular A-133, "Audits of Institutions of Higher Learning and Other Non-Profit Institutions." SUB-RECIPIENT shall submit to the CITY one copy of said audit report. SUB-RECIPIENT shall permit the authorized representatives of the CITY, HUD and the Comptroller General of the United States to inspect and audit all data and reports of the SUB-RECIPIENT relating to its performance under the Agreement.
- J. SUB-RECIPIENT and CITY shall at all times observe and comply with Title 24 CFR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, County, and local government, which may in any manner affect the performance of this Agreement.
- K. SUB-RECIPIENT shall transfer to the CITY any unused CDBG funds and submit all billings attributable to this Project at the time this Agreement expires.
- L. SUB-RECIPIENT will ensure that any real property under the SUB-RECIPIENT'S control that was acquired and/or improved in whole or in part with CDBG funds in

excess of \$25,000 is used exclusively for the benefit of low and moderate income persons as defined by HUD, for a period of 15 years after the expiration of this agreement.

- M. If during the 15 year period after the expiration of this Agreement, the SUB-RECIPIENT disposes of any property under the SUB-RECIPIENT'S control that was acquired and/or improved in whole or in part with CDBG funds in excess of \$25,000, then the SUB-RECIPIENT will reimburse the CITY in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property in accordance with 24 CFR 570.503(b)(8) and 24 CFR 570.505.

#### V. RIGHTS TO SUBCONTRACT

- A. SUB-RECIPIENT shall not assign, transfer, subcontract or otherwise convey its rights or obligations under this Agreement without the prior written consent of the CITY, which consent may be withheld in the CITY'S sole discretion."
- B. Administration of any subcontracts by the SUB-RECIPIENT shall be in conformance with 24 CFR Part 570.200(d)(2) and Part 85.36.

#### VI. SUB-RECIPIENT'S AUTHORIZATION TO ACCEPT PROPOSALS

- A. After the CITY has received notification that funds for the PROJECT have been released by HUD, the SUB-RECIPIENT shall be authorized to accept the proposal of any subcontractor for the PROJECT.

#### VII. BILLING PROCEDURE

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



belief that, the quality of such work is in accordance with the contract and subcontracts, subject to: (i) any evaluation of such work as a functioning PROJECT upon substantial completion; (ii) the results of any subsequent tests permitted by the subcontract; and (iii) any defects or deficiencies not readily apparent upon inspection of the work; and

- b. For final payment, that the work has been performed in a satisfactory manner and in conformance with the contract.
- 4. Processing of all requests for payment shall be contingent upon the submission of the required documentation by the contractor and subcontractor to the CITY that fully complies with federal labor standards, uniform relocation act or any other applicable federal, state, or local statutes, rules or regulations.
- 5. SUB-RECIPIENT shall forward to the CITY all billings, vouchers, and other documents representing any accounts payable, in such timely and reasonable manner as both parties shall determine; provided, however, that in no event shall such documents be forwarded to the CITY later than twenty-one (21) days after SUB-RECIPIENT'S receipt of such documents.
- 6. SUB-RECIPIENT shall cooperate with the CITY to facilitate the maintenance of financial records by the CITY as required by Title 24 CFR 85.
- B. Upon submission of an acceptable claim for Grant Funds, the CITY shall process such claim and shall approve such claim for payment following approval by the City's Community Development Department, for compliance with this Agreement and applicable HUD requirements.
- C. Except as provided for in Sections IX and X hereof, the CITY shall pay all required payments against eligible project costs, as described in Section II.B, incurred by SUB-RECIPIENT under this Agreement.

#### VIII. ADMINISTRATION AND REPORTING REQUIREMENTS

- A. SUB-RECIPIENT shall administer the Grant Funds in conformance with the regulations, policies, guidelines and requirements of OMB Circular numbers A-110, and A-122, as they relate to the acceptance and use of federal funds for the PROJECT.
- B. SUB-RECIPIENT shall submit all required information to show compliance with applicable laws, rules and regulations, as specified in this Agreement and shall submit to the CITY a quarterly progress report, by the 10<sup>th</sup> day following the end of the preceding quarter. Other reporting requirements are specified in Exhibit "B" attached hereto and made a part of this Agreement.
- C. Management Plan and Operating Budget of the Facility  
  
SUB-RECIPIENT shall maintain, and keep current, a management plan and operating budget stating policies governing the PROJECT and shall keep this plan and budget on file with the CITY.

IX. TERMINATION OF AGREEMENT OR SUSPENSION OF PAYMENT

- A. During the implementation of the PROJECT, the CITY may terminate this Agreement or may suspend payment of Grant Funds to SUB-RECIPIENT for SUB-RECIPIENT'S substantial breach of the Agreement, abandonment of the PROJECT or occurrence rendering impossible the performance by SUB-RECIPIENT of this Agreement.
- B. During the implementation of the PROJECT, the CITY may suspend payments of Grant Funds, due to use of funds in a manner unrelated to SUB-RECIPIENT'S performing the PROJECT, failure by SUB-RECIPIENT in submitting supporting information or documentation for a claim, submission by SUB-RECIPIENT of incorrect or incomplete reports, or SUB-RECIPIENT'S suspension of its pursuit of the PROJECT.
- C. In the event the CITY elects to terminate this Agreement or to suspend payments, for any reason stated hereinabove in paragraph A and B of this Section IX, it shall notify the SUB-RECIPIENT, 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 SUB-RECIPIENT to refute the alleged deficiency at a time prior to the CITY'S taking such action. After allowing the SUB-RECIPIENT the opportunity to refute or correct the alleged deficiency, if the alleged deficiency continues to exist, in the reasonable opinion of the CITY, the CITY may withhold payment of the Grant Funds until such time as the violation or breach is remedied. No action taken or withheld by the CITY under this paragraph shall relieve the SUB-RECIPIENT of its liability to the CITY for any funds expended in violation of any of the terms of this Agreement.
- D. Unless terminated pursuant to the provisions of paragraph IX herein, this agreement shall terminate on December 31, 2015.

X. REMEDIES

- A. To the fullest extent permitted by law, SUB-RECIPIENT agrees to and shall indemnify, defend and hold harmless the CITY, its officers, employees, boards and commissions from and against any and all claims, suits, judgments, costs, attorneys fees, damages or any and all other relief of liability arising out of or resulting from or through, or alleged to arise out of, any breach of this agreement; misuse or misapplication of funds derived pursuant to this agreement by SUB-RECIPIENT; violation of any statutes, rules and regulations, directly or indirectly, by SUB-RECIPIENT and/or any of its agents or representatives; or any negligent acts or omissions of SUB-RECIPIENT or of SUB-RECIPIENT'S officers, employees, agents or subcontractors. In the event of any action against the CITY, its officers, employees, agents, boards or commissions covered by the foregoing duty to indemnify, defend and hold harmless, such action shall be defended by legal counsel of the CITY'S choosing. The provisions of this paragraph shall survive any termination and/or expiration of this Agreement.
- B. In the event of loss of approved Grant Funds for the PROJECT as a result of any violation or breach of this Agreement by the CITY, misuse or misapplication of funds received from HUD unrelated to the PROJECT, or any violation of the statutes, rules and regulations of HUD, directly or indirectly, the CITY and/or any of its agents or representatives, the CITY'S liability to SUB-RECIPIENT shall be limited to any funds which have previously been provided to SUB-RECIPIENT pursuant to this agreement.

SUB-RECIPIENT hereby waives and releases the CITY from any and all other liability pursuant to any such breach, misuse, misapplication or violation of statutes, rules or regulations.

- C. 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 paragraphs A or B of this Section X, then the CITY or SUB-RECIPIENT shall immediately notify the other party, in writing, providing the full details of the alleged violation. To the extent that any such matter is not subject to exclusive federal jurisdiction, venue for the resolution of any disputes or the enforcement of any rights arising out of or in connection with this Agreement between the CITY and SUB-RECIPIENT shall be in the Circuit Court of Kane County, Illinois.
- D. In addition to any other remedies available to the CITY, if the CITY has lost or been prevented from receiving any federal funds, including but not limited to the Grant Funds, as a result of any alleged violation of law or other breach of this Agreement by SUB-RECIPIENT, or if SUB-RECIPIENT otherwise fails to comply with any term of this award or Agreement, the SUB-RECIPIENT shall repay, upon demand by the CITY, such amount of Grant Funds previously disbursed or allegedly due to the SUB-RECIPIENT.

XI. TIMELINESS

- A. Time is of the essence of this agreement. SUB-RECIPIENT shall meet the schedule deadlines listed below. Any milestone which the SUB-RECIPIENT does not achieve within two months of the date listed will result in the SUB-RECIPIENT submitting a revised implementation schedule for approval by the City's Community Development Staff. Failure to achieve these deadlines may result in the loss or reduction of grant funds at the CITY'S discretion.

<u>Milestones</u>	<u>Date</u>
1. Submit Request for Payment for cost incurred during CDBG Program Year 2011-2012 for the period beginning June 1, 2011 through May 31, 2012	April 31, 2013
2. Submit Request for Payment for costs incurred during CDBG Program Year 2012-2013 for the period beginning June 1, 2012 through May 31, 2013	June 1, 2013
3. Submit Request for Payment for costs incurred during CDBG Program Year 2013-2014 for the period beginning June 1, 2013 through May 31, 2014	June 1, 2014
B. Total Number of Months Required for Project Completion	36 Months

## XII. MISCELLANEOUS PROVISIONS

- A. AMENDMENTS - This Agreement constitutes the entire Agreement between the parties hereto. Any proposed change in this Agreement shall be submitted to the other party for prior approval. No modifications, additions, deletions, or the like, to this Agreement shall be effective unless and until such changes are executed, in writing, by the authorized officers of each party.
- B. SUBJECT TO FINANCIAL ASSISTANCE AGREEMENT - This Agreement is made subject to financial assistance agreements between the CITY and the United States Department of Housing and Urban Development, with the rights and remedies of the parties hereto being in accordance with any such agreements.
- C. ASSIGNMENT - except as provided in Section VI hereof, SUB-RECIPIENT shall not assign this Agreement or any part thereof and SUB-RECIPIENT shall not transfer or assign any Grant Funds or claims due or to become due hereunder, without the written approval of the CITY having first been obtained.
- D. ATTORNEY'S OPINION - If requested, SUB-RECIPIENT shall provide an opinion of its attorney, in a form reasonably satisfactory to the CITY, that all steps necessary to adopt this Agreement, in a manner binding upon SUB-RECIPIENT, have been taken by SUB-RECIPIENT, and that SUB-RECIPIENT is in compliance with applicable local, state and federal statutes, rules and regulations for the purpose of complying with this Agreement.
- E. HEADINGS - The section headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement, and should be ignored in construing or interpreting this Agreement.
- F. The terms of this agreement shall be severable. In the event any of the terms or provisions of this agreement are deemed to be void or otherwise unenforceable for any reason, the remainder of this agreement shall remain in full force and effect.
- G. This agreement shall not be construed to create a joint venture, partnership, employment or other agency relationship between the parties hereto.
- H. Venue for the resolution of any disputes or the enforcement of any rights between the parties hereto arising out of or in connection with the terms and provisions of this Agreement shall be in the Circuit Court of Kane County, Illinois.

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

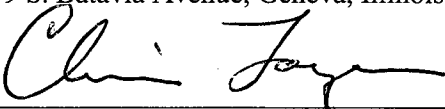
CITY OF ELGIN, an Illinois Municipal Corporation

BY: \_\_\_\_\_  
Sean R. Stegall, City Manager

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

ATTEST: \_\_\_\_\_  
Kimberly Dewis, City Clerk

SUB-RECIPIENT: Kane County  
719 S. Batavia Avenue, Geneva, Illinois 60134

BY:   
Chris Lauzen, Board Chairperson

DATE: 3/26/13

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

EXHIBIT A

Kane County – Lead Hazard Reduction Program

EXHIBIT B  
ASSURANCES

The SUB-RECIPIENT hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of CDBG funds in accordance with the ACT and City of Elgin policies. Also, the SUB-RECIPIENT certifies with respect to the grant that:

1. It possesses legal authority to make a grant submission to the City 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 SUB-RECIPIENT to execute the Agreement, all understandings and assurances contained herein, and directing the authorization of the person identified as the official representative of the SUB-RECIPIENT 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 City, the SUB-RECIPIENT has:
  - (A) Met the citizen participation requirements of 570.301(b) and has provided citizens with:
    - (1) The estimate of the amount of CDBG funds proposed to be used for activities that will benefit persons of low and moderate income; and
    - (2) Its plan for minimizing displacement of persons as a result of activities assisted with CDBG funds and to assist persons actually displaced as a result of such activities;
  - (B) Prepared its application in accordance with the policies of the City of Elgin and made the application available to the public;
4. The grant will be conducted and administered in compliance with:
  - (A) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352 42 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; and that the SUB-RECIPIENT 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;
  - (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. 93-234);
  - (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 570.608 and 24 CFR Part 35; and
  6. When a grant is in excess of \$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 EPA list of Violating Facilities. The provision shall require reporting of violations to the City, HUD, and to the AESOP 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 SUB-RECIPIENT 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 City of Elgin Consolidated Plan which has been approved by HUD pursuant to 570.306; and
  9. It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the ACT or with amount resulting from a guarantee under Section 108 of the ACT by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under



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

10. The SUB-RECIPIENT 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 SUB-RECIPIENT'S workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (B) Establishing a drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The SUB-RECIPIENT'S policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - (C) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A);
  - (D) Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - (E) Notifying the City of Elgin's Community Development Department within ten (10) days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;
  - (F) Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (G) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F).

11. It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations.
12. In regards to lobbying, the SUB-RECIPIENT certifies:
  - (A) No Federal appropriated funds have been paid or will be paid, by or on behalf of the SUB-RECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (B) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - (C) The SUB-RECIPIENT 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 sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT C  
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Community Development Block Grant Program  
City of Elgin

The undersigned understands and agrees that it is a SUB-RECIPIENT of the Community Development Block Grant Program of the City of Elgin. 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 City of Elgin and the Department of Housing and Urban Development, or against any applicant for such employment, because of race, color, religion, sex, age or national origin, including but not limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The SUB-RECIPIENT further agrees to the following:

- (1) It will incorporate or cause to be incorporated into any grant contract, loan, grant insurance or guarantee involving Federally assisted construction work, or modification thereof, which is paid for in whole or in part with funds obtained from the Community Development Block Grant program, the language contained in HUD Equal Employment Opportunity Regulations at 42 CFR 130.15(b), in Executive Order 11246, as amended by Executive Orders 11375 and 12006, and implementing regulations issued in 41 CFR Chapter 60.
- (2) It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any Community Development Block Grant Program construction.
- (3) It will assist and cooperate actively with the City of Elgin, the Department of Housing and Urban Development and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor.
- (4) It will furnish the City of Elgin, the Department of Housing and Urban Development and the Secretary of Labor such information as they may require for the supervision of such compliance, and will otherwise assist the City of Elgin and the Department of Housing and Urban Development in the discharge of primary responsibility for securing compliance.
- (5) It will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from or who has not demonstrated eligibility for government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (6) It will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor, the City of Elgin or the Department of Housing and Urban Development.
- (7) In the event that SUB-RECIPIENT fails or refuses to comply with the undertaking, the City of Elgin, or the Department of Housing and Urban Development may take any or all of the following actions: cancel, terminate or suspend, in whole or in part, this grant, refrain from extending any further assistance to the SUB-RECIPIENT until satisfactory assurance of future

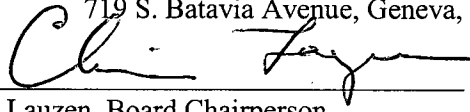
compliance has been received; and refer the case to the Department of Housing and Urban Development for appropriate legal proceedings.

SUB-RECIPIENT:

Kane County

719 S. Batavia Avenue, Geneva, Illinois 60134

BY:



Chris Lauzen, Board Chairperson

DATE:

3/26/13

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