VILLAGE OF DOWNERS GROVE

COUNCIL ACTION SUMMARY

INITIATED: Director of Social & Health Services (Name) **DATE:** April 2, 2002

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

NATURE OF ACTION:

___ Ordinance

_X_ Resolution

___ Motion

___ Other

STEPS NEEDED TO IMPLEMENT ACTION:

Motion to adopt "A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE VILLAGE OF DOWNERS GROVE (Arbor Park Resource Center)", as presented.

SUMMARY OF ITEM:

Adoption of this resolution will authorize an agreement for grant funding in the amount of $16,599.00 from the Community Development Block Grant Program for the Downers Grove Community Neighborhood Resource Center at Arbor Park.

RECORD OF ACTION TAKEN:

_____

_____

_____

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RESOLUTION NO. ____

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE VILLAGE OF DOWNERS GROVE (Arbor Park Resource Center)

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

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

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

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

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 That all resolutions or parts of resolutions in conflict with this resolution are hereby repealed.

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

_____
Mayor

Passed:
Attest: _____
Village Clerk

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AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND
THE VILLAGE OF DOWNERS GROVE

This AGREEMENT is entered into as of the _____ day of _____, 2002, by and between the COUNTY OF DU PAGE, Illinois (hereinafter called "COUNTY") and the Village of Downers Grove, (hereinafter called "SUBGRANTEE") having a principal place of business at Civic Center, 801 Burlington, Downers Grove, Illinois 60515.

I. RECITALS

A. COUNTY has applied for Community Development Funds from the United States Department of Housing and Urban Development (hereinafter called "HUD") as provided by the Housing and Community Development Act of I974, as amended (P.L. 93-383) hereinafter called "ACT").

B. SUBGRANTEE has heretofore agreed with the COUNTY to participate with the COUNTY in an application for Community Development Block Grant (hereinafter called "CDBG") funds so that the population of SUBGRANTEE is included in the total population utilized for grant calculation purposes by the COUNTY.

C. COUNTY has considered and approved the application of SUBGRANTEE and hereby agrees to distribute to SUBGRANTEE a portion of the total CDBG funds allotted to the COUNTY, based upon the COUNTY and participating municipalities' population, with the portion distributed to SUBGRANTEE being in an amount and upon the conditions provided herein.

D. The COUNTY and SUBGRANTEE enter into this Agreement pursuant to their respective powers to enter into such Agreements, as those powers are defined in the Illinois Constitution and applicable statutes.

II. SCOPE OF THE PROJECT

A. SUBGRANTEE hereby agrees to perform, in a timely fashion, the following activity, as previously defined in the application and project description, dated September 19, 2001, submitted by the SUBGRANTEE: Arbor Park Neighborhood Resource Centers, (hereinafter called "PROJECT").

B. The purpose of the activities funded pursuant to this Agreement is to provide support for the Arbor Park Neighborhood Resource Center located at 4424 Arbor Circle, Downers Grove, IL. The scope of work shall be limited to the following activities:

1. Reimbursement of a portion of the salaries and benefits paid to the following staff positions for work performed at the Arbor Park Neighborhood Resource Center site or in the area served by the Center:

   a. Reimbursement of salaries and related costs for one Resource Center Coordinator; and

b. Overtime costs for two Police Officers and one Sergeant;

2. Other costs associated with the above activities as are consistent with the scope and intent of the PROJECT and are pre-approved by the CDC staff.

C. The SUBGRANTEE shall provide a Progress Report to the CDC office each month, reporting on the status of the PROJECT in relation to the Implementation Schedule. The progress reports shall begin upon the signing of the Agreement and shall continue until the PROJECT is closed out. The SUBGRANTEE shall use a form provided by the CDC office and shall include all required information about the number of clients served each month (by race and the number of female headed households) and the number of calls received.

D. Prior to the expenditure of CDBG funds, the SUBGRANTEE shall meet with the CDC office staff to establish acceptable documentation and guidelines regarding requests for payment for the activities described in the Scope of Work. No CDBG payment will be made without the required documentation.

E. SUBGRANTEE shall return to the COUNTY any program income, as defined in 24 CFR Part 570.500(a), which is generated as a result of this PROJECT. Written request for an Exception to this Agreement must be made, in writing, to the CDC office explaining why the SUBGRANTEE needs the income, the specific activities the SUBGRANTEE will undertake with the funds and how the SUBGRANTEE will report the income and expenditures to the COUNTY. A written response to the request will be provided to SUBGRANTEE from the COUNTY.

III. AMOUNT AND TERMS OF GRANT

A. The COUNTY shall distribute to SUBGRANTEE, as SUBGRANTEE'S portion of the total grant received by the COUNTY and in consideration of SUBGRANTEE'S undertaking to perform the PROJECT, a maximum of $16,599 (hereinafter "GRANT FUNDS"), to be paid in the manner set forth herein Section II. D. and in Section VII.

B. This PROJECT shall be identified as CDC Agreement No. CD02-21A and CDC Account No. 3923 which identifying numbers shall be used by SUBGRANTEE on all payment requests.

IV. SUBGRANTEE'S COMPLIANCE WITH THE ACT

A. COUNTY shall assist SUBGRANTEE'S making application for Community Development Block Grant Funds and SUBGRANTEE'S complying with the Act and the rules and regulations promulgated for implementation of the Act.

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

C. COUNTY, as a condition to this grant of funds, requires the SUBGRANTEE, when applicable, (1) to assist in the completion of an environmental review as needed for the PROJECT and (2) complete certifications showing equal employment opportunity compliance including equal employment opportunity certification with reference to the PROJECT, as set forth in Exhibit "B" attached hereto and made a part hereof.

D. SUBGRANTEE, in performing under this Agreement, shall:

1. Not discriminate against any worker, employee, or applicant, or any member of the public, because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice; and

2. Take affirmative action to insure that applicants are employed without regard to race, creed, color, sex, age or national origin, with such affirmative action including, but not limited to the following: Employment, upgrading, demotion or transfer, termination, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship.

E. SUBGRANTEE agrees and authorizes DuPage County Community Development Commission and the Department of Housing and Urban Development to conduct on-site reviews, examine personnel and employment records and to conduct any other procedures or practices to assure compliance with these provisions. SUBGRANTEE agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discriminatory clause.

F. SUBGRANTEE agrees not to violate any laws, state or federal rules or regulations regarding a direct or indirect illegal interest on the part of any employee or elected official of the SUBGRANTEE in the PROJECT or payments made pursuant to this Agreement.

G. SUBGRANTEE agrees that to the best of their knowledge, neither the PROJECT nor the funds provided therefore, and the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code, referred to as the Hatch Act.

H. SUBGRANTEE shall maintain records to show actual time devoted and costs incurred, in relation to the PROJECT, and shall prepare and submit monthly progress reports which describe the work already performed and anticipated during the remaining time of the PROJECT. Upon fifteen (15) days notice from the COUNTY, originals or certified copies of all time sheets, billings, and other documentation used in the preparation of said progress reports shall be made available for inspection, copying, or auditing by the COUNTY at any time during normal business hours, at 421 North County Farm Road, Wheaton, Illinois.

I. SUBGRANTEE shall adopt the audit requirements of the Office of Management and Budget (hereinafter "OMB") Circular A-128, "Audits of State and Local Government." SUBGRANTEE shall submit to the COUNTY one copy of said audit report. SUBGRANTEE shall permit the authorized representatives of the COUNTY, HUD and the Comptroller General of the United States to inspect and audit all data and reports of the SUBGRANTEE relating to its performance under the Agreement.

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

K. SUBGRANTEE and COUNTY shall at all times observe and comply with Title 24 CFR Part 570 and all applicable laws, ordinances or regulations of the Federal, State, County, and local government, which may in any manner affect the performance of this Agreement, and SUBGRANTEE shall perform all acts with responsibility to the COUNTY in the same manner as the COUNTY is required to perform all acts with responsibility to the Federal government.

L. SUBGRANTEE shall transfer to the COUNTY any CDBG funds on hand and submit all billings attributable to this Project at the time this Agreement expires.

M. SUBGRANTEE will ensure that any real property under the SUBGRANTEE'S control that was acquired and/or improved in whole or in part with CDBG funds in excess of $25,000 is used to meet the benefit of low and moderate income persons as defined by HUD, for a period of 20 years after the expiration of the Agreement

N. If during the 20 year period after the expiration of this Agreement, the SUBGRANTEE disposes of any property under the SUBGRANTEE'S control that was acquired and/or improved in whole or in part with CDBG funds in excess of $25,000, then the SUBGRANTEE will reimburse the COUNTY in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

V. RIGHTS TO SUBCONTRACT

A. SUBGRANTEE is herewith granted authority to subcontract all or any portion of the PROJECT to such engineers, architects, independent land use consultants, professional land planner, construction contractors or other entities as SUBGRANTEE shall deem appropriate or necessary and upon such terms as may be acceptable to SUBGRANTEE.

B. Administration of any subcontracts by the SUBGRANTEE shall be in conformance with 24 CFR Part 570.200(d)(2) and Part 85.36.

VI. COUNTY'S OBLIGATION TO PROSECUTE APPLICATION

A. COUNTY shall forthwith file all applicable documents and shall comply with all applicable rules and regulations to secure a release of funds for the PROJECT.

B. After the COUNTY has received notification that funds for the PROJECT have been released by HUD, the SUBGRANTEE shall be authorized to accept the proposal of any subcontractor for the PROJECT.

C. COUNTY agrees to abide by the Act, and all HUD rules and regulations promulgated to implement the Act.

VII. BILLING PROCEDURE

A. Upon release of Grant Funds by HUD for the PROJECT, the COUNTY shall make disbursements to the SUBGRANTEE as either reimbursement for advances made by SUBGRANTEE or as advances for specific cash requirements of SUBGRANTEE for the PROJECT. All claims of SUBGRANTEE, whether for reimbursement or advancement, shall comply with the following requirements:

1. SUBGRANTEE shall submit a listing of all disbursements of Grant Funds, on a form provided by the COUNTY.

2. Any claim for advancement of Grant Funds shall be limited to an amount necessary for SUBGRANTEE to meet specific cash requirements for the PROJECT and shall be disbursed by SUBGRANTEE within three (3) working days of receipt by SUBGRANTEE.

3. Any request for reimbursement or advancement pertaining to work under contracts from the SUBGRANTEE shall include the following:

a. For interim payments to contractors and subcontractors, certification that the work for which payment is requested has been performed and is in place and to the best of SUBGRANTEE'S knowledge, information and belief that, the quality of such work is in accordance with the contract and subcontracts, subject to: (i) any evaluation of such work as a functioning PROJECT upon substantial completion; (ii) the results of any subsequent tests permitted by the subcontract; and (iii) any defects or deficiencies not readily apparent upon inspection of the work; and

b. For final payment, that the work has been 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 COUNTY that fully complies with federal labor standards, uniform relocation act or any other applicable federal, state, or local statutes, rules or regulations.

5. SUBGRANTEE shall forward to COUNTY all billings, vouchers, and other documents representing any accounts payable, in such timely and reasonable manner as both parties shall determine.

6. SUBGRANTEE shall cooperate with the COUNTY to facilitate the maintenance of financial records by the COUNTY as required by Title 24 CFR 85.

B. Immediately upon submission of an acceptable claim for Grant Funds, COUNTY shall process such claim and shall approve such claim for payment at the first scheduled County Board meeting following approval by the County Auditor, County Treasurer, and County Finance Department, for compliance with this Agreement and applicable HUD requirements.

C. COUNTY shall be responsible, except as provided for in Sections IX and X hereof, for paying all required payments against expenses incurred by SUBGRANTEE under this Agreement.

VIII. ADMINISTRATION AND REPORTING REQUIREMENTS

A. SUBGRANTEE shall administrate the Grant Funds in conformance with the regulations, policies, guidelines and requirements of Title 24 CFR part 570, Part 85 and, OMB Circular numbers A-87, and A-128, as they relate to the acceptance and use of federal funds for the PROJECT.

B. SUBGRANTEE shall submit all required information to show compliance with applicable laws, rules and regulations, as specified in this Agreement and shall submit to COUNTY a monthly progress report no later than the fifth day of the month following the activity being reported. Other reporting requirements are specified in Exhibit "B" attached hereto and made a part of this Agreement.

IX. TERMINATION OF AGREEMENT OR SUSPENSION OF PAYMENT

A. During the implementation of the PROJECT, COUNTY may terminate this Agreement or may suspend payment of Grant Funds to SUBGRANTEE for SUBGRANTEE'S substantial breach of the Agreement, abandonment of the PROJECT or occurrence rendering impossible the performance by SUBGRANTEE of this Agreement.

B. During the implementation of the PROJECT, the COUNTY may suspend payments of Grant

Funds, due to use of funds in a manner unrelated to SUBGRANTEE'S performing the PROJECT, failure by SUBGRANTEE in submitting supporting information or documentation for a claim; submission by SUBGRANTEE of incorrect or incomplete reports, or SUBGRANTEE'S suspension of its pursuit of the PROJECT.

C. In the event COUNTY elects to terminate this Agreement or to suspend payments, for any reason stated hereinabove in paragraph A and B of this Section IX, it shall notify the SUBGRANTEE, in writing, of such action, specifying the particular deficiency, at least five (5) working days in advance of any such action and establishing a time and a place for the SUBGRANTEE to refute the alleged deficiency at a time prior to COUNTY'S taking such action. After allowing the SUBGRANTEE the opportunity to refute or correct the alleged deficiency, if the alleged deficiency continues to exist, in the reasonable opinion of the COUNTY, the COUNTY may withhold payment of the Grant Funds until such time as the violation or breach is remedied. No action taken or withheld by the COUNTY under this paragraph shall relieve the SUBGRANTEE of its liability to the COUNTY for any funds expended in violation of any of the terms of this Agreement.

D. SUBGRANTEE shall transfer to the COUNTY any CDBG funds on hand and submit all billings attributable to this Project at the time this Agreement terminates or is suspended.

X. REMEDIES

A. In the event of any violation or breach of this Agreement by SUBGRANTEE, misuse or misapplication of funds derived from this Agreement by SUBGRANTEE, or any violation of any statutes, rules and regulations, directly or indirectly, by the SUBGRANTEE and/or any of its agents or representatives, then SUBGRANTEE, to the extent permitted by law, absent a specific appropriation or budget, agrees to indemnify, and hold the COUNTY harmless from any damages, penalties, and expenses, including attorneys fees and other costs of defense, resulting from such action or omission by SUBGRANTEE.

B. In the event of loss of approved Grant Funds for the PROJECT as a result of any violation or breach of this Agreement by the COUNTY, 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, by COUNTY and/or any of its agents or representatives, then COUNTY to the extent permitted by law absent a specific appropriation or budget, agrees to indemnify and hold SUB-GRANTEE harmless from any loss of Grant Funds or penalties and expenses, including attorneys fees and other costs of defense, resulting from such action or omission by COUNTY.

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 paragraph A and B of this Section X, then the COUNTY or SUBGRANTEE shall immediately notify the other party, in writing, providing the full details of the alleged violation. The party owing the remedy for alleged breach shall have the right to contest the claim, in its own name or in the name of the other party, through all levels of any administrative proceedings or in any court of competent jurisdiction without any cost to the other party. Upon any final adjudication, or upon any settlement agreed to between the party alleged to have breached this Agreement and the Federal agency, the allegedly breaching party shall promptly pay any funds found due and owing.

D. As long as the party entitled to the remedy is not in jeopardy of losing any other federal funding, of any kind or description, as a result of the alleged breach, the allegedly breaching party shall have complete right to settle or compromise any claim and to pay any judgment to the federal government, so long as the party entitled to the remedy is indemnified.

E. If either party has lost or been prevented from receiving any federal funds, other than the Grant

Funds, as a result of any alleged violation subject to the remedy provisions hereof, the allegedly breaching party shall repay, upon demand by the other party, such amount of Grant Funds allegedly due, as a result of the alleged breach, and the allegedly breaching party may then pursue any remedy it may have in an appropriate forum in its own name or in the name of the other party, whichever is applicable.

XI. TIMELINESS

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

	Target Dates	Date
1.	50% of funds expended (claims submitted for 50% of funds)	11/02
2.	100% of funds expended (claims submitted for 100% of funds)	3/03

B. SUBGRANTEE shall complete the PROJECT by March 31, 2003.

XII. MISCELLANEOUS PROVISIONS

A. AMENDMENTS - This Agreement constitutes the entire Agreement between the parties hereto. Any proposed change in this Agreement shall be submitted to the other party for prior approval. No modifications, additions, deletions, or the like, to this Agreement shall be effective unless and until such changes are executed, in writing, by the authorized officers of each party.

B. SUBJECT TO FINANCIAL ASSISTANCE AGREEMENT - This Agreement is made subject to financial assistance agreements between the COUNTY and the United States Department of Housing and Urban Development, with the rights and remedies of the parties hereto being in accordance with this Agreement.

C. ASSIGNMENT - except as provided in Section VI hereof, SUBGRANTEE shall not assign this Agreement or any part thereof and SUBGRANTEE shall not transfer or assign any Grant Funds or claims due or to become due hereunder, without the written approval of the COUNTY having first been obtained.

D. ATTORNEY'S OPINION - If requested, SUBGRANTEE shall provide an opinion of its attorney, in a form reasonably satisfactory to the State's Attorney's Office, that all steps necessary to adopt this Agreement, in a manner binding upon SUBGRANTEE, have been taken by SUBGRANTEE, and that SUBGRANTEE is in compliance with applicable local, state and federal statues, 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.

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

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

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

DATE:_____

ATTEST:_____
Gary A. King, County Clerk

SUBGRANTEE: VILLAGE OF DOWNERS GROVE

BY:_____
,Village Manager

DATE:_____

ATTEST:_____

EXHIBIT A
ASSURANCES

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

1. It is a member of the DU PAGE Community Development Commission, possesses legal authority to make a grant submission to the County and to execute a community development and housing program;

2. Its governing body has duly adopted or passed as an official act, a resolution, motion or similar action authorizing the person identified as the official representative of SUBGRANTEE to execute the Agreement, all understandings and assurances contained herein, and directing the authorization of the person identified as the official representative of SUBGRANTEE to act in connection with the execution of the Agreement and to provide such additional information as may be required;

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

   A. met the citizen participation requirements of 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 DuPage Community Development Commission and made the application available to the public;

4. The grant will be conducted and administered in compliance with:

   A. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352 42 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 SUBGRANTEE will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

   C. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant hereto;

   D. Section 3 of the Housing and Urban Development Act of 1968, as amended;

   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, 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 County, HUD, and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329);

7. It has developed its application so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight; the application may also include activities which the SUBGRANTEE certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available;

8. It is following the current DuPage County Housing Assistance Plan which has been approved by HUD pursuant to 570.306;

9. It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the ACT or with amount resulting from a guarantee under Section 108 of the ACT by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under Section 106 of the ACT are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the ACT; or (2) for purposes of assessing any amount against properties owned and occupied by low and moderate income persons, SUBGRANTEE certifies that it lacks sufficient funds received under Section 106 of the ACT to comply with the requirements of subparagraph (1) above; and

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

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

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

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

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

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

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

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

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

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

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

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

12. In regards to lobbying, SUBGRANTEE certifies:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of SUBGRANTEE, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering

into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. SUBGRANTEE shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

EXHIBIT B
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Community Development Block Grant Program
County of DuPage

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

The SUBGRANTEE further agrees to the following:

1. It will incorporate or cause to be incorporated into any grant contract, loan, grant insurance or guarantee involving Federally assisted construction work, or modification thereof, which is paid for in whole or in part with funds obtained from the Community Development Block Grant program, the language contained in HUD Equal Employment Opportunity Regulations at 42 CFR 130.15(b), in Executive Order 11246, as amended by Executive Orders 11375 and 12006, and implementing regulations issued in 41 CFR Chapter 60.

2. It will be bound by said equal opportunity clause with respect to its own employment practices when it participates in any Community Development Block Grant Program construction.

3. It will assist and cooperate actively with the County of DuPage, the Department of Housing and Urban Development and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor.

4. It will furnish the County of DuPage, the Department of Housing and Urban Development and the Secretary of Labor such information as they may require for the supervision of such compliance, and will otherwise assist the County of DuPage and the Department of Housing and Urban Development in the discharge of primary responsibility for securing compliance.

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 County of DuPage or the Department of Housing and Urban Development.

7. In the event that SUBGRANTEE fails or refuses to comply with the undertaking, the County of DuPage, or the Department of Housing and Urban Development may take any or all of the following actions: cancel, terminate or suspend, in whole or in part, this grant, refrain from extending any further assistance to the SUBGRANTEE until satisfactory assurance of

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

NAME OF SUBGRANTEE: Village of Downers Grove
ADDRESS: Civic Center, 801 Burlington
Downers Grove, Illinois 60515

BY: _____
, Village Manager

DATE: _____

ATTEST: _____